WS 10/31/12
RLM

COUNTY OF DAUPHIN
Commonwealth of Pennsylvania

ORDINANCE NO. 3A-2012

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAUPHIN, PENNSYLVANIA DETERMINING TO INCUR DEBT IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $5,900,000; DETERMINING THAT SUCH DEBT SHALL BE INCURRED AS LEASE RENTAL DEBT TO BE EVIDENCED BY FOUR GUARANTEED NOTES, TO BE AUTHORIZED AND TO BE ISSUED BY DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND CONSISTING OF (1) A GUARANTEED LEASE REVENUE NOTE, SERIES OF 2012 (DISTRICT JUSTICE OFFICE - WEST HANOVER TOWNSHIP PROJECT), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $1,440,000, (2) GUARANTEED LEASE REVENUE NOTE, SERIES OF 2012 (DISTRICT JUSTICE OFFICE - LOWER PAXTON TOWNSHIP PROJECT), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $1,605,000, (3) GUARANTEED MORTGAGE REVENUE NOTE (VETERANS BUILDING PROJECT), SERIES OF 2012 (FEDERALLY TAXABLE), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $305,000, AND (4) GUARANTEED NOTE OF 2012 (PHASE II SOLAR PROJECT) (FEDERALLY TAXABLE), IN THE PRINCIPAL AMOUNT NOT TO EXCEED $2,550,000 (COLLECTIVELY, THE "NOTES"); BRIEFLY DESCRIBING THE PROJECTS FOR WHICH SAID DEBT IS TO BE INCURRED AND SPECIFYING THE REALISTIC USEFUL LIVES OF SAID PROJECTS; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THE COUNTY TO EXECUTE, ATTEST, SEAL AND DELIVER, AS APPROPRIATE, (I) TWO LEASE AGREEMENTS, BETWEEN SAID AUTHORITY, AS LESSOR, AND THE COUNTY, AS LESSEE, AND (II) FOUR GUARANTY AGREEMENTS WITH RESPECT TO AFORESAID NOTES; APPROVING THE FORMS OF SAID LEASE AGREEMENTS AND SAID GUARANTY AGREEMENTS; 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 AFORESAID NOTES AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO; SPECIFYING THE MAXIMUM AMOUNT OF THE GUARANTY OBLIGATIONS OF THE COUNTY PURSUANT TO SUCH GUARANTY AGREEMENTS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY WITH RESPECT TO EACH OF THE GUARANTY AGREEMENTS; 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 PROJECT; 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 AND SAID GUARANTY AGREEMENTS; 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, with the consent of the County, heretofore agreed to undertake a project (the "**West Hanover DJ Project**") consisting of the acquisition and construction of a new District Justice office and courtroom to be 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; and

WHEREAS, based on reasonable cost estimates obtained for the West Hanover DJ Project, including the costs of issuance thereof, with the assistance of persons qualified by experience, the cost is estimated to be at least $1,440,000 and the estimated useful life of the West Hanover DJ Project is estimated to be at least thirty (30) years; and

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

WHEREAS, in order to finance the West Hanover DJ Project, the Authority is willing to enter into a credit facility, in the principal sum not to exceed $1,440,000, with Fulton Bank, N.A. (the "**Fulton Bank**") pursuant to which Fulton 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 West Hanover DJ Project; and

WHEREAS, the Authority's obligation to repay said loan will be evidenced by its Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - West Hanover Township Project) (the "**West Hanover DJ Note**"), in the principal amount not to exceed $1,440,000, to be issued and delivered under and pursuant to a loan agreement by and between Fulton Bank and the Authority; and

WHEREAS, the Board of Commissioners of the County has determined that the West Hanover DJ Project is in the best interests of the County and its residents; and

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

WHEREAS, the Authority, with the consent of the County, heretofore agreed to undertake a project (the "**Lower Paxton DJ Project**") consisting of the acquisition and construction of a new District Justice office and courtroom situated at the intersection of Queen Avenue and Byron Avenue in the Township of Lower Paxton, Dauphin County, Pennsylvania; and

WHEREAS, based on reasonable cost estimates obtained for the Lower Paxton DJ Project, including the costs of issuance thereof, with the assistance of persons qualified by experience, the cost is estimated to be at least $1,605,000 and the estimated useful life of the Lower Paxton DJ Project is estimated to be at least thirty (30) years; and

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

WHEREAS, in order to finance the Lower Paxton DJ Project, the Authority is willing to enter into a credit facility, in the principal sum not to exceed $1,605,000, with Fulton Bank pursuant to which Fulton 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 Lower Paxton DJ Project; and

WHEREAS, the Authority's obligation to repay said loan will be evidenced by its Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - Lower Paxton Township Project) (the "**Lower Paxton DJ Note**"), in the principal amount not to exceed $1,605,000, to be issued and delivered under and pursuant to a loan agreement by and between Fulton Bank and the Authority; and

WHEREAS, the Board of Commissioners of the County has determined that the Lower Paxton DJ Project is in the best interests of the County and its residents; and

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

WHEREAS, the Authority, in furtherance of its statutory purpose and with the consent of the County, heretofore purchased in 2005 a certain eight (8) story building located at 112 Market Street in the City of Harrisburg and known generally as the "Veterans Building" (the "**Veterans Building**"); and

WHEREAS, the Authority heretofore issued its Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2010 (Federally Taxable), in the original principal amount of $1,900,000 (the "**2010 Note**") to Susquehanna Bank, as successor to Graystone Bank (the "**Susquehanna Bank**"), under a Loan Agreement, dated as of December 1, 2010 (the "**Original Loan Agreement**"), a portion of which 2010 Note is presently outstanding; and

WHEREAS, the Authority desires to undertake as a project the acquisition and construction of certain renovations, additions and improvements to the Veterans Building, consisting primarily of replacement and upgrades of the existing elevators and related improvements (the "**Veterans Building Project**"); and

WHEREAS, the Authority, based upon bids received and estimates from qualified professionals, has determined that the estimated costs and expenses of the Veterans Building Project is approximately

$305,000 and the estimated useful life to be at least twenty (20) years, and has provided the estimated costs to the Board of County Commissioners; and

WHEREAS, in order to finance the costs of the Veterans Building Project, the Authority desires to issue its Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012 (Federally Taxable), in the maximum principal amount of $305,000 (the "**Veterans Building Note**") to Susquehanna Bank; and

WHEREAS, the Veterans Building Note will be issued pursuant to the Original Loan Agreement, as supplemented by a First Supplemental Loan Agreement (the "**First Supplemental Loan Agreement**", and together with the Original Loan Agreement, collectively, the "**Loan Agreement**"), between the Authority and the Bank; and

WHEREAS, the Board of Commissioners of the County has determined that the Veterans Building Project is in the best interests of the County and its residents; and

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

WHEREAS, the Board of County Commissioners heretofore requested the Authority to pursue the development of a solar photovoltaic facility to be situated in the County for the purposes, among other things, of reducing electric energy costs to the County and promoting alternative energy (the "**Solar Facility**"); and

WHEREAS, the Authority developed, constructed and is operating the Solar Facility consisting of a one megawatt solar photovoltaic facility located at 220 Hetrick Lane, Harrisburg, Dauphin County, Pennsylvania 17112 ("**Phase I Solar Project**"); and

WHEREAS, the Authority desires to undertake as a project the modification and expansion of the its Solar Facility to generate an additional one megawatt of solar energy, thereby further reducing electric energy costs to the County and promoting alternative energy ("**Phase II Solar Project**"); and

WHEREAS, the Authority, based upon bids received and estimates from qualified professionals, has determined that the estimated costs and expenses of the Phase II Solar Project is approximately $2,550,000 and the estimated useful life to be at least twenty (20) years, and has provided the estimated costs to the Board of County Commissioners; and

WHEREAS, in order to finance the Phase II Solar Project, the Authority is willing to enter into a credit facility, in the principal sum not to exceed $2,550,000, with Fulton Bank pursuant to which Fulton 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 Phase II Solar Project; and

WHEREAS, the Authority's obligation to repay said loan will be evidenced by its Guaranteed Note of 2012 (Phase II Solar Project) (Federally Taxable), in the principal amount not to exceed $2,550,000 (the "**Solar Note**"), to be issued and delivered under and pursuant to a loan agreement by and between Fulton Bank and the Authority; and

WHEREAS, the Board of Commissioners of the County has determined that the Phase II Solar Project is in the best interests of the County and its residents; and

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

WHEREAS, the West Hanover DJ Project, the Lower Paxton DJ Project, Veterans Building Project and the Phase II Solar Project, and the West Hanover DJ Project, the Lower Paxton DJ Project, Veterans Building Project and the Phase II Solar Project are herein collectively referred to as the "**Projects**"; and

WHEREAS, the West Hanover DJ Note, the Lower Paxton DJ Note, the Veterans Building Note and the Solar Note, are herein collectively referred to as the "**Notes**"; and

WHEREAS, the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Veterans Building Guaranty and the Solar Guaranty, are herein collectively referred to as the "**Guaranties**".

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 approves the West Hanover DJ Project, the Lower Paxton DJ Project, Veterans Building Project and the Phase II Solar Project and requests and authorizes the Authority to proceed to undertake the Projects, the financing thereof and the payment of all "costs" related thereto. The description of the Projects 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 Projects with the assistance of financial advisors and other persons qualified by experience. The total cost of the Projects is at least $5,900,000 and consisting of (a) the West Hanover DJ Project at an estimated cost of $1,440,000, (b) the Lower Paxton DJ Project at an estimated cost of $1,605,000, (c) the Veterans Building Project at an estimated cost of $305,000, and (d) the Phase II Solar Project at an estimated cost of $2,550,000. The Board of Commissioners of the County hereby determines that the useful lives of (a) the West Hanover DJ Project is at least thirty (30) years, (b) the Lower Paxton DJ Project is at least thirty (30) years, (c) the Veterans Building Project is at least twenty (20) years, and (d) the Phase II Solar Project is at least twenty (20) 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 Projects 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 aggregate maximum principal amount of $5,900,000 and shall be consist of and be evidenced by the County's execution and delivery of (a) the West Hanover DJ Guaranty, in the principal amount not to exceed $1,440,000, (b) the Lower Paxton DJ Guaranty in the principal amount not to exceed $1,605,000, (c) the Veterans Building Guaranty in the principal amount not to exceed $305,000, and (d) the Solar Guaranty in the principal amount not to exceed $2,550,000, pursuant

to which the County agrees to guarantee the payment of principal of and interest on the West Hanover DJ Note, the Lower Paxton DJ Note, the Veterans Building Note and the Solar Note, when due, respectively.

The West Hanover DJ Note, to be issued in the principal amount not to exceed $1,440,000, shall be issued under and pursuant to a loan agreement by and between the Authority and the Fulton Bank, and shall be secured by, *inter alia*, lease rentals payable by the County to the Authority or its assigns under the West Hanover DJ Lease, substantially in the form referred to in subsection 5(a) hereof, and the West Hanover DJ Guaranty executed by the County, substantially in the form referred to in subsection 6(a) hereof.

The Lower Paxton DJ Note, to be issued in the principal amount not to exceed $1,605,000, shall be issued under and pursuant to a loan agreement by and between the Authority and the Fulton Bank, and shall be secured by, *inter alia*, lease rentals payable by the County to the Authority or its assigns under the Lower Paxton DJ Lease, substantially in the form referred to in subsection 5(b) hereof, and the Lower Paxton DJ Guaranty executed by the County, substantially in the form referred to in subsection 6(b) hereof.

The Veterans Building Note, to be issued in the principal amount not to exceed $305,000, shall be issued under and pursuant to the Loan Agreement and shall be secured, in part, by, *inter alia*, the Veterans Building Guaranty executed by the County, substantially in the form referred to in subsection 6(c) hereof.

The Solar Note, to be issued in the principal amount not to exceed $2,550,000, shall be issued under and pursuant to a loan agreement by and between the Authority and the Fulton Bank, and shall be secured, in part, by, *inter alia*, the Solar Guaranty executed by the County, substantially in the form referred to in subsection 6(d) hereof.

5. Authorization and Approval of Lease Agreements.

(a) *West Hanover DJ Lease.* The County, as lessee, shall enter into the West Hanover DJ Lease with the Authority, as lessor, substantially in the form referred to in this subsection (a), with respect to the West Hanover DJ Project and the West Hanover DJ Note. The West Hanover DJ Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the West Hanover DJ Project and the West Hanover DJ Note. The West Hanover DJ Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the West Hanover DJ 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 West Hanover DJ Lease is attached hereto as Exhibit A.

(b) *Lower Paxton DJ Lease.* The County, as lessee, shall enter into the Lower Paxton DJ Lease with the Authority, as lessor, substantially in the forms referred to in this subsection (b), with respect to the Lower Paxton DJ Project and the Lower Paxton DJ Note. The Lower Paxton DJ Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the Lower Paxton DJ Project and the Lower Paxton DJ Note. The Lower Paxton DJ Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Lower Paxton DJ 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 Lower Paxton DJ Lease is attached hereto as Exhibit B.

(c) *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 West Hanover DJ Lease and the Lower Paxton DJ Lease, in

behalf of the County, with such insertions, deletions and amendments as the officers of the County executing the West Hanover DJ Lease and the Lower Paxton DJ Lease and the Solicitor to the County shall approve. The execution, attestation and delivery of the West Hanover DJ Lease and the Lower Paxton DJ Lease by appropriate officers of the County shall constitute conclusive evidence of such approval; Provided, however, that such execution and delivery of the West Hanover DJ Lease and the Lower Paxton DJ 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 West Hanover DJ Project and the Lower Paxton DJ Project and with the execution and delivery of the West Hanover DJ Lease and the Lower Paxton DJ Lease, as applicable.

(d) *Consent to Assignments*. The County consents to the assignment by the Authority of all its right, title and interest in the West Hanover DJ Lease and the Lower Paxton DJ Lease and all rentals payable by the County thereunder as set forth in an Assignment, attached to each the West Hanover DJ Lease and the Lower Paxton DJ Lease, respectively.

6. Guaranty Agreements.

(a) *West Hanover DJ Guaranty*. The County shall enter into the West Hanover DJ Guaranty, substantially in the form referred to in this subsection (a), with respect to the West Hanover DJ Note to be issued by the Authority. The West Hanover DJ Guaranty shall be substantially in the form presented to this meeting, which form is approved; and a copy of the West Hanover DJ 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 West Hanover DJ Guaranty is attached hereto as Exhibit C.

(b) *Lower Paxton DJ Guaranty*. The County shall enter into the Lower Paxton DJ Guaranty, substantially in the form referred to in this subsection (b), with respect to the Lower Paxton DJ Note to be issued by the Authority. The Lower Paxton DJ Guaranty shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Lower Paxton DJ 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 Lower Paxton DJ Guaranty is attached hereto as Exhibit D.

(c) *Veterans Building Guaranty*. The County shall enter into the Veterans Building Guaranty, substantially in the form referred to in this subsection (c), with respect to the Veterans Building Note to be issued by the Authority. The Veterans Building Guaranty shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Veterans Building 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 Veterans Building Guaranty is attached hereto as Exhibit E.

(d) *Solar Guaranty*. The County shall enter into the Solar Guaranty, substantially in the form referred to in this subsection (d), with respect to the Solar Note to be issued by the Authority. The Solar Guaranty shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Solar 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 Solar Guaranty is attached hereto as Exhibit F.

(e) *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 West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Veterans Building Guaranty and the Solar Guaranty, respectively, with such insertions, deletions and amendments as the officers of the County executing the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Veterans Building Guaranty and the Solar Guaranty and the Solicitor to the County shall deem necessary. The execution, attestation and delivery of the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Veterans Building Guaranty and the Solar Guaranty, as applicable, by appropriate officers of the County shall constitute conclusive evidence of such approval; Provided, however, that such execution and delivery of the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Veterans Building Guaranty and the Solar Guaranty, 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 West Hanover DJ Project, the Lower Paxton DJ Project, the Veterans Building Project and the Solar Project and with the execution and delivery of the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Veterans Building Guaranty and the Solar Guaranty, as applicable. The County authorizes delivery of the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty and the Solar Guaranty to Fulton Bank for the purposes set forth therein and the delivery of the Veterans Building Guaranty to Susquehanna 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 covenants to and with the owners of the Notes, from time to time, that, subject to the terms and conditions of and as set forth more fully in the respective Guaranties, the County (a) shall include the amounts payable in respect of each of the Guaranties 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 each of the Guaranties, at the dates and place and in the manner stated in such 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 each of the Guaranties. For the purpose of complying with the covenants of this Section, the County shall, subject to the terms and conditions hereof and of each of the Guaranties, budget the amounts set forth in Exhibit G hereto for the fiscal year in which such amounts are payable and shall appropriate and shall pay, in the manner provided in the respective Guaranties, 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 Guaranties, the maximum amounts required to be paid thereunder, if and as necessary on a monthly and annual basis, from the general revenues of the County, shall be as set forth on Exhibit G hereto. Exhibit G 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 Guaranties, 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 West Hanover DJ Lease, the Lower Paxton DJ Lease, the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Veterans Building Guaranty and the Solar 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.

DULY ENACTED AND ORDAINED this 31st day of October, 2012, 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

ATTEST:

Chief Clerk

Vice Chairman, Board of Commissioners

(SEAL)

Secretary, Board of Commissioners

EXHIBIT A

WEST HANOVER DJ LEASE

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 13th day of December, 2012, by and between DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter referred to as "IDA" or "Lessor"), the party of the first part and the COUNTY OF DAUPHIN, a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as "Lessee").

WHEREAS, Section 1514 of the Judicial Code, 42 Pa. C.S. §1514 requires the governing body of each county to establish offices for Magisterial District Judges at such location within the county as may be approved by the President Judge of the Court of Common Pleas of the judicial district; and

WHEREAS, in accordance with the powers granted to it as aforesaid and further under the Act of August 9, 1955, P.L. 323, which Act is known as the "County Code" (16 P.S. §101, et seq.), the County of Dauphin possesses general contracting powers and in accordance therewith desires to rent offices hereunder described upon terms hereinafter stated; and

WHEREAS, the location of the premises herein described has been approved by the President Judge of the Court of Common Pleas of this judicial district; and

WHEREAS, Lessor owns or will acquire the herein described premises and wishes to lease such premises to Lessee.

NOW, THEREFORE, WITNESSETH, Lessor hereby lets unto Lessee premises situate in the Township of West Hanover, Dauphin County at [Address], Harrisburg, Pennsylvania, 17112.

1. **Description of Premises and Term**

The subject premises shall consist of approximately 4,795 square feet leased for an annual rate based on the best and final loan terms gained by the IDA through a competitive Request For Proposals process, with the monthly lease payments paid from the County of

Dauphin to the IDA coinciding with the monthly loan payments paid by the IDA to the financing entity. The term of the loan and lease shall not exceed twenty (20) years.

2. **Usage**

The demised premises are leased for the use of the County exclusively as offices for a Magisterial District Judge.

3. **Services**

The rental herein above specified includes the maintenance, compliance with, and/or payment by the County of Dauphin of the following: insurance, flood insurance if necessary, heat, electric, air conditioning, standard water, real estate taxes (if any), sewer, ice and snow removal from walks, driveways, and parking area, adequate paved and lined parking for office personnel and visitors, exterior and interior trash removal, signage, landscaping and regular weed removal, all building maintenance, all interior repairs, all exterior and interior structural repairs, heating and air conditioning maintenance, janitorial service every week, and any and all items required by the Pennsylvania Department of Labor and Industry under the Pennsylvania Fire, Safety and Panic Code, the Americans With Disabilities Act, and all State and Local Building and Zoning requirements.

4. **Renewals**

No renewal option which would continue the tenancy beyond the initial term is contained herein.

5. **Ownership**

It is understood and agreed by the parties that the IDA shall hold title to the premises, and shall or has arranged proper financing sufficient to acquire the premises and all improvements thereon, and that the County of Dauphin as Lessee shall rent the premises from the IDA, paying such monthly rental amounts as described in Clause 1 above, which shall be sufficient to compensate the IDA for all sums expended for the acquisition and financing (i.e., principal, interest, legal fees and closing costs) of the premises over a period of twenty years.

Upon full compensation of the IDA by the County of Dauphin, ownership of [Address], Harrisburg, Pennsylvania, 17112 shall transfer to the County of Dauphin upon payment of consideration of one ($1) dollar.

The County of Dauphin may accelerate the transfer of ownership through additional payment and/or financing from any source without penalty.

6. **Lessee's Covenants**

Lessee hereby covenants and agrees:

A. To maintain the premises in a tenantable condition and to make all repairs necessary for that purpose in the event of, but not confined to, damage by fire, flood, lightning, etc., such repairs to be made to the satisfaction of the Deputy Court Administrator for Magisterial District Judges.

B. To assume liability for all damages resulting from failure to maintain the premises in a tenantable condition.

C. To punctually pay the monthly installments of the rental amount specified herein.

D. To punctually pay such periodic payments as may be required under any condominium declaration or similar obligations.

7. **Lessor's Covenants**

Lessor hereby covenants and agrees:

A. To facilitate the transfer and conveyance of the premises upon payment in full, and to execute and deliver all documents and instruments necessary to grant title in fee simple absolute to the County of Dauphin.

8. **Quiet Possession**

Lessor shall, on the commencement date of the term of this Lease as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure it in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and any extensions thereof.

9. **Damage or Destruction of Premises**

In the event that the building or improvements of the demised premises or any parts thereof shall be damaged or destroyed by fire, casualty, or any other cause, it shall be the obligation of the County of Dauphin to undertake immediate repair, reconstruction and restoration of the premises, without interruption of lease payments. In the event the premises are rendered totally useless for occupation, Lessee may accelerate the ownership of the premises as above described, and hold or transfer title as it may see fit upon provision of alternative space for the district court.

10. **Payment**

The County of Dauphin may, at its option, transmit payments directly to the bank or other financing entity engaged by the IDA.

11. **Notices**

All notices required to be provided under this Lease shall be given by first class mail and addressed to the proper party at the following address:

Lessee: Dauphin County Board of Commissioners
Dauphin County Administration Building
Two South Second Street
Harrisburg, PA 17101
Attention: Chief County Administrator/Chief Clerk

With a copy to: District Justice Administrator for Magisterial District Judges
Courthouse, Suite 300
Front and Market Streets
Harrisburg, PA 17101

Lessor: Dauphin County Industrial Development Authority
c/o Dauphin County Economic Development
Two South Second Street
Harrisburg, PA 17101

12. **Assignment**

The parties hereto shall only have the right to assign this Lease Agreement and any interest therein; provided that such Assignee(s) agrees to be bound by the terms of this Lease Agreement and the assigning party requests and receives written approval of such assignment

from the other party prior to such assignment. Lessor may not encumber the premises nor offer any security interest therein. Notwithstanding any provisions herein to the contrary, the Lessee hereby consents to the assignment of this Lease to Fulton Bank, N.A., or its successors and assigns (the "Bank"), for so long as the Lessor's Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - West Hanover Township Project) remains outstanding.

13. **Binding Agreement**

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and assigns to the extent permitted by this Lease Agreement.

14. **Waiver**

No waiver by a party hereto of any right or remedy with respect to any default or breach of any term, condition or covenant of this Lease Agreement by the other party shall be deemed to be a waiver of any right or remedy with respect to any other breach of the same or any other term, condition or covenant contained herein.

15. **Modification**

No modifications, amendments or additions to this Lease Agreement shall be binding upon the parties hereto unless such modifications, amendments or additions are mutually agreeable to the parties, are set forth in writing and are signed by the parties hereto, and approved by the Court.

16. **Severability**

If any clause, term or condition of this Lease Agreement shall become illegal or void by determination of any court of competent jurisdiction or by operation of law, such circumstances shall not affect the validity or legality of the remaining clauses, terms and conditions of this Lease Agreement, which shall, thereafter, constitute the agreement of the parties.

17. **Choice of Law**

The parties to this Lease Agreement agree that laws of the Commonwealth of Pennsylvania shall be applicable to the provisions of this agreement and further agree that the situs of this agreement shall be Dauphin County, Pennsylvania.

18. **Entire Agreement**

This Lease constitutes the sole written agreement of the parties hereto. There are no other expressions or agreements outstanding. The parties have hereunto executed this Lease Agreement intending to be legally bound hereby in accordance with the laws of the Commonwealth of Pennsylvania presently in effect.

[The remainder of this page left blank intentionally]

IN WITNESS, WHEREOF, the parties hereto have duly executed this Lease Agreement the day and year first above written and intend to be legally bound thereby.

**ATTEST:**

Laura E. Evans
Chief Clerk

**DAUPHIN COUNTY**
**BOARD OF COMMISSIONERS**

Jeffrey T. Haste, Chairman

Michael H.W. Pries, Vice Chairman

George P. Hartwick, III, Secretary

**COURT REPRESENTATIVE:**

Troy Petery
Deputy Court Administrator
For Magisterial Court Judges

**ATTEST:**

(Assistant) Secretary

**LESSOR: Dauphin County Industrial Development Authority**

(Vice) Chairman

EXHIBIT B

LOWER PAXTON DJ LEASE

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this 13th day of December, 2012, by and between DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter referred to as "IDA" or "Lessor"), the party of the first part and the COUNTY OF DAUPHIN, a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as "Lessee").

WHEREAS, Section 1514 of the Judicial Code, 42 Pa. C.S. §1514 requires the governing body of each county to establish offices for Magisterial District Judges at such location within the county as may be approved by the President Judge of the Court of Common Pleas of the judicial district; and

WHEREAS, in accordance with the powers granted to it as aforesaid and further under the Act of August 9, 1955, P.L. 323, which Act is known as the "County Code" (16 P.S. §101, et seq.), the County of Dauphin possesses general contracting powers and in accordance therewith desires to rent offices hereunder described upon terms hereinafter stated; and

WHEREAS, the location of the premises herein described has been approved by the President Judge of the Court of Common Pleas of this judicial district; and

WHEREAS, Lessor owns or will acquire the herein described premises and wishes to lease such premises to Lessee.

NOW, THEREFORE, WITNESSETH, Lessor hereby lets unto Lessee premises situate in the Township of Lower Paxton, Dauphin County at [Address], Harrisburg, Pennsylvania, 17112.

1. **Description of Premises and Term**

The subject premises shall consist of approximately 4,795 square feet leased for an annual rate based on the best and final loan terms gained by the IDA through a competitive Request For Proposals process, with the monthly lease payments paid from the County of

Dauphin to the IDA coinciding with the monthly loan payments paid by the IDA to the financing entity. The term of the loan and lease shall not exceed twenty (20) years.

2. **Usage**

The demised premises are leased for the use of the County exclusively as offices for a Magisterial District Judge.

3. **Services**

The rental herein above specified includes the maintenance, compliance with, and/or payment by the County of Dauphin of the following: insurance, flood insurance if necessary, heat, electric, air conditioning, standard water, real estate taxes (if any), sewer, ice and snow removal from walks, driveways, and parking area, adequate paved and lined parking for office personnel and visitors, exterior and interior trash removal, signage, landscaping and regular weed removal, all building maintenance, all interior repairs, all exterior and interior structural repairs, heating and air conditioning maintenance, janitorial service every week, and any and all items required by the Pennsylvania Department of Labor and Industry under the Pennsylvania Fire, Safety and Panic Code, the Americans With Disabilities Act, and all State and Local Building and Zoning requirements.

4. **Renewals**

No renewal option which would continue the tenancy beyond the initial term is contained herein.

5. **Ownership**

It is understood and agreed by the parties that the IDA shall hold title to the premises, and shall or has arranged proper financing sufficient to acquire the premises and all improvements thereon, and that the County of Dauphin as Lessee shall rent the premises from the IDA, paying such monthly rental amounts as described in Clause 1 above, which shall be sufficient to compensate the IDA for all sums expended for the acquisition and financing (i.e., principal, interest, legal fees and closing costs) of the premises over a period of twenty years.

Upon full compensation of the IDA by the County of Dauphin, ownership of [Address], Harrisburg, Pennsylvania, 17112 shall transfer to the County of Dauphin upon payment of consideration of one ($1) dollar.

The County of Dauphin may accelerate the transfer of ownership through additional payment and/or financing from any source without penalty.

6. **Lessee's Covenants**

Lessee hereby covenants and agrees:

A. To maintain the premises in a tenantable condition and to make all repairs necessary for that purpose in the event of, but not confined to, damage by fire, flood, lightning, etc., such repairs to be made to the satisfaction of the Deputy Court Administrator for Magisterial District Judges.

B. To assume liability for all damages resulting from failure to maintain the premises in a tenantable condition.

C. To punctually pay the monthly installments of the rental amount specified herein.

D. To punctually pay such periodic payments as may be required under any condominium declaration or similar obligations.

7. **Lessor's Covenants**

Lessor hereby covenants and agrees:

A. To facilitate the transfer and conveyance of the premises upon payment in full, and to execute and deliver all documents and instruments necessary to grant title in fee simple absolute to the County of Dauphin.

8. **Quiet Possession**

Lessor shall, on the commencement date of the term of this Lease as hereinabove set forth, place Lessee in quiet possession of the leased premises and shall secure it in the quiet possession thereof against all persons lawfully claiming the same during the entire lease term and any extensions thereof.

9. **Damage or Destruction of Premises**

In the event that the building or improvements of the demised premises or any parts thereof shall be damaged or destroyed by fire, casualty, or any other cause, it shall be the obligation of the County of Dauphin to undertake immediate repair, reconstruction and restoration of the premises, without interruption of lease payments. In the event the premises are rendered totally useless for occupation, Lessee may accelerate the ownership of the premises as above described, and hold or transfer title as it may see fit upon provision of alternative space for the district court.

10. **Payment**

The County of Dauphin may, at its option, transmit payments directly to the bank or other financing entity engaged by the IDA.

11. **Notices**

All notices required to be provided under this Lease shall be given by first class mail and addressed to the proper party at the following address:

Lessee: Dauphin County Board of Commissioners
Dauphin County Administration Building
Two South Second Street
Harrisburg, PA 17101
Attention: Chief County Administrator/Chief Clerk

With a copy to: District Justice Administrator for Magisterial District Judges
Courthouse, Suite 300
Front and Market Streets
Harrisburg, PA 17101

Lessor: Dauphin County Industrial Development Authority
c/o Dauphin County Economic Development
Two South Second Street
Harrisburg, PA 17101

12. **Assignment**

The parties hereto shall only have the right to assign this Lease Agreement and any interest therein; provided that such Assignee(s) agrees to be bound by the terms of this Lease Agreement and the assigning party requests and receives written approval of such assignment

from the other party prior to such assignment. Lessor may not encumber the premises nor offer any security interest therein. Notwithstanding any provisions herein to the contrary, the Lessee hereby consents to the assignment of this Lease to Fulton Bank, N.A., or its successors and assigns (the "Bank"), for so long as the Lessor's Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - Lower Paxton Township Project) remains outstanding.

13. **Binding Agreement**

This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, legal representatives, successors and assigns to the extent permitted by this Lease Agreement.

14. **Waiver**

No waiver by a party hereto of any right or remedy with respect to any default or breach of any term, condition or covenant of this Lease Agreement by the other party shall be deemed to be a waiver of any right or remedy with respect to any other breach of the same or any other term, condition or covenant contained herein.

15. **Modification**

No modifications, amendments or additions to this Lease Agreement shall be binding upon the parties hereto unless such modifications, amendments or additions are mutually agreeable to the parties, are set forth in writing and are signed by the parties hereto, and approved by the Court.

16. **Severability**

If any clause, term or condition of this Lease Agreement shall become illegal or void by determination of any court of competent jurisdiction or by operation of law, such circumstances shall not affect the validity or legality of the remaining clauses, terms and conditions of this Lease Agreement, which shall, thereafter, constitute the agreement of the parties.

17. **Choice of Law**

The parties to this Lease Agreement agree that laws of the Commonwealth of Pennsylvania shall be applicable to the provisions of this agreement and further agree that the situs of this agreement shall be Dauphin County, Pennsylvania.

18. **Entire Agreement**

This Lease constitutes the sole written agreement of the parties hereto. There are no other expressions or agreements outstanding. The parties have hereunto executed this Lease Agreement intending to be legally bound hereby in accordance with the laws of the Commonwealth of Pennsylvania presently in effect.

[The remainder of this page left blank intentionally]

IN WITNESS, WHEREOF, the parties hereto have duly executed this Lease Agreement the day and year first above written and intend to be legally bound thereby.

**ATTEST:**

Laura E. Evans
Chief Clerk

**DAUPHIN COUNTY**
**BOARD OF COMMISSIONERS**

Jeffrey T. Haste, Chairman

Michael H.W. Pries, Vice Chairman

George P. Hartwick, III, Secretary

**COURT REPRESENTATIVE:**

Troy Petery
Deputy Court Administrator
For Magisterial Court Judges

**ATTEST:**

(Assistant) Secretary

**LESSOR: Dauphin County Industrial Development Authority**

(Vice) Chairman

EXHIBIT C

WEST HANOVER DJ GUARANTY

## GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT**, dated December 13, 2012, made and executed by the **COUNTY OF DAUPHIN, PENNSYLVANIA** (the "**County**"), a Pennsylvania municipality organized and existing under the laws of the Commonwealth of Pennsylvania, and delivered to **FULTON BANK, N.A.** (the "**Bank**"), with an office in the Harrisburg, Pennsylvania.

WITNESSETH:

WHEREAS, the County is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 *et seq.*, as amended and supplemented (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; and

WHEREAS, the Authority, upon request of the County, heretofore agreed to undertake a project (the "**West Hanover DJ Project**") consisting of the acquisition and construction of a new District Justice office and courtroom to be 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; and

WHEREAS, the Authority, in order to finance the West Hanover DJ Project, has determined to enter into a credit facility, in the principal sum not to exceed $1,440,000.00, with 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 West Hanover DJ Project; and

WHEREAS, the Authority's obligation to repay said loan will be evidenced by its Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - West Hanover Township Project) (the "**West Hanover DJ Note**"), to be issued and delivered to the Bank; and

WHEREAS, the Bank is willing to purchase the West Hanover DJ Note subject to the terms and conditions set forth therein, provided that the County guarantee payment of the principal of and the interest on the West Hanover DJ Note; and

WHEREAS, the County heretofore has determined to guarantee the full payment of the principal of and interest on the West Hanover DJ Note, pursuant to the authority set forth in the Debt Act.

NOW, THEREFORE, the County, intending to be legally bound, hereby covenants and agrees as follows:

1. The County hereby guarantees the full and prompt payment of the principal of and interest on the West Hanover DJ Note and in furtherance thereof covenants and agrees with the holders of the West Hanover DJ Note that if the Authority shall fail to pay the full amount of the principal of and interest on the West Hanover DJ Note when the same becomes due and payable, at the times and place, under the terms and conditions, and in the manner prescribed in the West Hanover DJ Note, the County will pay the full amount of such principal and interest to the holders of the West Hanover DJ Note.

The County agrees and hereby covenants with the holders of the West Hanover DJ Note that the County shall include the amount of debt service on the West Hanover DJ Note, including interest thereon,

for each Fiscal Year (which term shall mean the fiscal year of the County, from time to time designated by law) in which such sums are payable in its budget for that Fiscal Year, and that the County, in the event the Authority shall fail to pay the full amount of the principal of and interest on the West Hanover DJ Note when due and payable, at the times and place, under terms and conditions and in the manner prescribed in the West Hanover DJ Note, shall appropriate from its general revenues and duly and punctually pay or cause to be paid from its sinking fund established therefor or any other of its funds or revenues the full amount of such principal and interest on the dates and at the place and in the manner stated in the West Hanover DJ Note according to the true intent and meaning hereof. For such budgeting, appropriation and payment the County hereby does pledge its full faith, credit and taxing power and hereby does agree that this covenant shall be specifically enforceable.

The County agrees that the maximum annual debt service in each fiscal year with respect to the West Hanover DJ Note, to which the foregoing guarantee shall apply, is set forth in Exhibit A attached hereto and hereby incorporated herein as if set forth in full in this Section 1.

2. This Guaranty Agreement may not be assigned by the County nor may its obligations arising hereunder be in any manner whatsoever alienated by the County. This Guaranty Agreement shall inure to the benefit of the Bank and other holders, if any, from time to time of the West Hanover DJ Note. The County acknowledges that such holders from time to time of the West Hanover DJ Note shall materially rely on the existence of this Guaranty Agreement and the County's due performance of its obligations hereunder.

3. The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Guaranty Agreement contained, shall not affect the validity or enforceability of the remaining portions of this Guaranty Agreement, or any part thereof.

5. This Guaranty Agreement shall be construed in accordance with and governed by the laws of the Commonwealth.

5. This Guaranty Agreement shall be effective upon issuance of the West Hanover DJ Note and acceptance of delivery of this Guaranty Agreement by the Bank.

[The remainder of this page left blank intentionally]

**IN WITNESS WHEREOF**, County of Dauphin, Pennsylvania, has caused this Guaranty Agreement to be executed on its behalf by the Board of Commissioners and its official seal to be hereunto affixed and attested by the Chief Clerk of the County and delivered to Fulton Bank, N.A., as initial holder of the West Hanover DJ Note, all as of the 13th day of December, 2012.

**COUNTY OF DAUPHIN,**
**Commonwealth of Pennsylvania**

Chairman, Board of Commissioners

**ATTEST:**

Chief Clerk

(SEAL)

Vice Chairman, Board of Commissioners

Secretary, Board of Commissioners

ACCEPTANCE AND ACKNOWLEDGMENT

Fulton Bank, N.A., Harrisburg, Pennsylvania, hereby accepts the foregoing Guaranty Agreement and acknowledges receipt of an executed counterpart thereof.

**FULTON BANK, N.A.**

By:_____
Authorized Officer

Dated: December 13, 2012

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Lease Revenue Note, Series of 2012
(District Justice Office - West Hanover Township Project)
** Maximum Annual Debt Service Schedule **
(2.60% through 12/1/22 / 6.50% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 06/01/2013 | | 18,512.00 | 18,512.00 | |
| 12/01/2013 | 55,032.40 | 19,032.00 | 74,064.40 | 92,576.40 |
| 06/01/2014 | | 18,204.63 | 18,204.63 | |
| 12/01/2014 | 57,107.30 | 18,304.66 | 75,411.96 | 93,616.59 |
| 06/01/2015 | | 17,453.99 | 17,453.99 | |
| 12/01/2015 | 58,612.71 | 17,549.89 | 76,162.60 | 93,616.59 |
| 06/01/2016 | | 16,775.22 | 16,775.22 | |
| 12/01/2016 | 60,066.14 | 16,775.22 | 76,841.36 | 93,616.58 |
| 06/01/2017 | | 15,894.02 | 15,894.02 | |
| 12/01/2017 | 61,741.22 | 15,981.35 | 77,722.57 | 93,616.59 |
| 06/01/2018 | | 15,082.46 | 15,082.46 | |
| 12/01/2018 | 63,368.78 | 15,165.34 | 78,534.12 | 93,616.58 |
| 06/01/2019 | | 14,249.52 | 14,249.52 | |
| 12/01/2019 | 65,039.26 | 14,327.81 | 79,367.07 | 93,616.59 |
| 06/01/2020 | | 13,468.21 | 13,468.21 | |
| 12/01/2020 | 66,680.17 | 13,468.21 | 80,148.38 | 93,616.59 |
| 06/01/2021 | | 12,518.14 | 12,518.14 | |
| 12/01/2021 | 68,511.53 | 12,586.92 | 81,098.45 | 93,616.59 |
| 06/01/2022 | | 11,617.59 | 11,617.59 | |
| 12/01/2022 | 70,317.57 | 11,681.43 | 81,999.00 | 93,616.59 |
| 06/01/2023 | | 26,733.27 | 26,733.27 | |
| 12/01/2023 | 72,171.21 | 26,880.15 | 99,051.36 | 125,784.63 |
| 06/01/2024 | | 24,495.50 | 24,495.50 | |
| 12/01/2024 | 74,020.19 | 24,495.50 | 98,515.69 | 123,011.19 |
| 06/01/2025 | | 21,929.26 | 21,929.26 | |
| 12/01/2025 | 76,024.98 | 22,049.75 | 98,074.73 | 120,003.99 |
| 06/01/2026 | | 19,430.99 | 19,430.99 | |
| 12/01/2026 | 78,029.09 | 19,537.75 | 97,566.84 | 116,997.83 |
| 06/01/2027 | | 16,866.87 | 16,866.87 | |
| 12/01/2027 | 80,086.02 | 16,959.54 | 97,045.56 | 113,912.43 |
| 06/01/2028 | | 14,313.37 | 14,313.37 | |
| 12/01/2028 | 82,165.89 | 14,313.37 | 96,479.26 | 110,792.63 |
| 06/01/2029 | | 11,535.09 | 11,535.09 | |
| 12/01/2029 | 84,363.16 | 11,598.47 | 95,961.63 | 107,496.72 |
| 06/01/2030 | | 8,762.82 | 8,762.82 | |
| 12/01/2030 | 86,587.07 | 8,810.97 | 95,398.04 | 104,160.86 |
| 06/01/2031 | | 5,917.47 | 5,917.47 | |
| 12/01/2031 | 88,869.60 | 5,949.99 | 94,819.59 | 100,737.06 |
| 06/01/2032 | | 3,013.59 | 3,013.59 | |
| 12/01/2032 | 91,205.71 | 3,013.59 | 94,219.30 | 97,232.89 |
| | 1,440,000.00 | 615,255.92 | 2,055,255.92 | 2,055,255.92 |

EXHIBIT D

LOWER PAXTON DJ GUARANTY

# GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT**, dated December 13, 2012, made and executed by the **COUNTY OF DAUPHIN, PENNSYLVANIA** (the "**County**"), a Pennsylvania municipality organized and existing under the laws of the Commonwealth of Pennsylvania, and delivered to **FULTON BANK, N.A.** (the "**Bank**"), with an office in the Harrisburg, Pennsylvania.

WITNESSETH:

WHEREAS, the County is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 *et seq.*, as amended and supplemented (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; and

WHEREAS, the Authority, upon request of the County, heretofore agreed to undertake a project (the "**Lower Paxton DJ Project**") consisting of the acquisition and construction of a new District Justice office and courtroom situated at the intersection of Queen Avenue and Byron Avenue in the Township of Lower Paxton, Dauphin County, Pennsylvania; and

WHEREAS, the Authority, in order to finance the Lower Paxton DJ Project, has determined to enter into a credit facility, in the principal sum not to exceed $1,605,000.00, with 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 Lower Paxton DJ Project; and

WHEREAS, the Authority's obligation to repay said loan will be evidenced by its Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office – Lower Paxton Township Project) (the "**Lower Paxton DJ Note**"), to be issued and delivered to the Bank; and

WHEREAS, the Bank is willing to purchase the Lower Paxton DJ Note subject to the terms and conditions set forth therein, provided that the County guarantee payment of the principal of and the interest on the Lower Paxton DJ Note; and

WHEREAS, the County heretofore has determined to guarantee the full payment of the principal of and interest on the Lower Paxton DJ Note, pursuant to the authority set forth in the Debt Act.

NOW, THEREFORE, the County, intending to be legally bound, hereby covenants and agrees as follows:

1. The County hereby guarantees the full and prompt payment of the principal of and interest on the Lower Paxton DJ Note and in furtherance thereof covenants and agrees with the holders of the Lower Paxton DJ Note that if the Authority shall fail to pay the full amount of the principal of and interest on the Lower Paxton DJ Note when the same becomes due and payable, at the times and place, under the terms and conditions, and in the manner prescribed in the Lower Paxton DJ Note, the County will pay the full amount of such principal and interest to the holders of the Lower Paxton DJ Note.

The County agrees and hereby covenants with the holders of the Lower Paxton DJ Note that the County shall include the amount of debt service on the Lower Paxton DJ Note, including interest thereon,

for each Fiscal Year (which term shall mean the fiscal year of the County, from time to time designated by law) in which such sums are payable in its budget for that Fiscal Year, and that the County, in the event the Authority shall fail to pay the full amount of the principal of and interest on the Lower Paxton DJ Note when due and payable, at the times and place, under terms and conditions and in the manner prescribed in the Lower Paxton DJ Note, shall appropriate from its general revenues and duly and punctually pay or cause to be paid from its sinking fund established therefor or any other of its funds or revenues the full amount of such principal and interest on the dates and at the place and in the manner stated in the Lower Paxton DJ Note according to the true intent and meaning hereof. For such budgeting, appropriation and payment the County hereby does pledge its full faith, credit and taxing power and hereby does agree that this covenant shall be specifically enforceable.

The County agrees that the maximum annual debt service in each fiscal year with respect to the Lower Paxton DJ Note, to which the foregoing guarantee shall apply, is set forth in Exhibit A attached hereto and hereby incorporated herein as if set forth in full in this Section 1.

2. This Guaranty Agreement may not be assigned by the County nor may its obligations arising hereunder be in any manner whatsoever alienated by the County. This Guaranty Agreement shall inure to the benefit of the Bank and other holders, if any, from time to time of the Lower Paxton DJ Note. The County acknowledges that such holders from time to time of the Lower Paxton DJ Note shall materially rely on the existence of this Guaranty Agreement and the County's due performance of its obligations hereunder.

3. The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Guaranty Agreement contained, shall not affect the validity or enforceability of the remaining portions of this Guaranty Agreement, or any part thereof.

5. This Guaranty Agreement shall be construed in accordance with and governed by the laws of the Commonwealth.

5. This Guaranty Agreement shall be effective upon issuance of the Lower Paxton DJ Note and acceptance of delivery of this Guaranty Agreement by the Bank.

[The remainder of this page left blank intentionally]

**IN WITNESS WHEREOF,** County of Dauphin, Pennsylvania, has caused this Guaranty Agreement to be executed on its behalf by the Board of Commissioners and its official seal to be hereunto affixed and attested by the Chief Clerk of the County and delivered to Fulton Bank, N.A., as initial holder of the Lower Paxton DJ Note, all as of the 13th day of December, 2012.

**COUNTY OF DAUPHIN,**
**Commonwealth of Pennsylvania**

Chairman, Board of Commissioners

**ATTEST:**

Chief Clerk

(SEAL)

Vice Chairman, Board of Commissioners

Secretary, Board of Commissioners

ACCEPTANCE AND ACKNOWLEDGMENT

Fulton Bank, N.A., Harrisburg, Pennsylvania, hereby accepts the foregoing Guaranty Agreement and acknowledges receipt of an executed counterpart thereof.

**FULTON BANK, N.A.**

By:_____
Authorized Officer

Dated: December 13, 2012

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Lease Revenue Note, Series of 2012
(District Justice Office - Lower Paxton Township Project)
** Maximum Annual Debt Service Schedule **
(2.60% through 12/1/22 / 6.50% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 06/01/2013 | | 20,633.17 | 20,633.17 | |
| 12/01/2013 | 61,338.20 | 21,212.75 | 82,550.95 | 103,184.12 |
| 06/01/2014 | | 20,290.58 | 20,290.58 | |
| 12/01/2014 | 63,650.85 | 20,402.06 | 84,052.91 | 104,343.49 |
| 06/01/2015 | | 19,453.92 | 19,453.92 | |
| 12/01/2015 | 65,328.75 | 19,560.81 | 84,889.56 | 104,343.48 |
| 06/01/2016 | | 18,697.38 | 18,697.38 | |
| 12/01/2016 | 66,948.72 | 18,697.38 | 85,646.10 | 104,343.48 |
| 06/01/2017 | | 17,715.21 | 17,715.21 | |
| 12/01/2017 | 68,815.73 | 17,812.54 | 86,628.27 | 104,343.48 |
| 06/01/2018 | | 16,810.66 | 16,810.66 | |
| 12/01/2018 | 70,629.79 | 16,903.03 | 87,532.82 | 104,343.48 |
| 06/01/2019 | | 15,882.27 | 15,882.27 | |
| 12/01/2019 | 72,491.67 | 15,969.54 | 88,461.21 | 104,343.48 |
| 06/01/2020 | | 15,011.44 | 15,011.44 | |
| 12/01/2020 | 74,320.60 | 15,011.44 | 89,332.04 | 104,343.48 |
| 06/01/2021 | | 13,952.51 | 13,952.51 | |
| 12/01/2021 | 76,361.81 | 14,029.17 | 90,390.98 | 104,343.49 |
| 06/01/2022 | | 12,948.77 | 12,948.77 | |
| 12/01/2022 | 78,374.79 | 13,019.92 | 91,394.71 | 104,343.48 |
| 06/01/2023 | | 29,796.45 | 29,796.45 | |
| 12/01/2023 | 80,440.84 | 29,960.17 | 110,401.01 | 140,197.46 |
| 06/01/2024 | | 27,302.27 | 27,302.27 | |
| 12/01/2024 | 82,501.67 | 27,302.27 | 109,803.94 | 137,106.21 |
| 06/01/2025 | | 24,441.98 | 24,441.98 | |
| 12/01/2025 | 84,736.18 | 24,576.28 | 109,312.46 | 133,754.44 |
| 06/01/2026 | | 21,657.46 | 21,657.46 | |
| 12/01/2026 | 86,969.92 | 21,776.45 | 108,746.37 | 130,403.83 |
| 06/01/2027 | | 18,799.53 | 18,799.53 | |
| 12/01/2027 | 89,262.54 | 18,902.82 | 108,165.36 | 126,964.89 |
| 06/01/2028 | | 15,953.44 | 15,953.44 | |
| 12/01/2028 | 91,580.73 | 15,953.44 | 107,534.17 | 123,487.61 |
| 06/01/2029 | | 12,856.82 | 12,856.82 | |
| 12/01/2029 | 94,029.77 | 12,927.46 | 106,957.23 | 119,814.05 |
| 06/01/2030 | | 9,766.90 | 9,766.90 | |
| 12/01/2030 | 96,508.50 | 9,820.56 | 106,329.06 | 116,095.96 |
| 06/01/2031 | | 6,595.52 | 6,595.52 | |
| 12/01/2031 | 99,052.57 | 6,631.76 | 105,684.33 | 112,279.85 |
| 06/01/2032 | | 3,358.90 | 3,358.90 | |
| 12/01/2032 | 101,656.37 | 3,358.90 | 105,015.27 | 108,374.17 |
| | 1,605,000.00 | 685,753.93 | 2,290,753.93 | 2,290,753.93 |

EXHIBIT E

VETERANS BUILDING GUARANTY

# GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT**, dated December 18, 2012, made and executed by the **COUNTY OF DAUPHIN, PENNSYLVANIA** (the "**County**"), a Pennsylvania municipality organized and existing under the laws of the Commonwealth of Pennsylvania, and delivered to **SUSQUEHANNA BANK** (the "**Bank**"), with an office in the City of Harrisburg, Dauphin County, Pennsylvania.

WITNESSETH:

WHEREAS, the County is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 *et seq.*, as amended and supplemented (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; and

WHEREAS, the Authority, in furtherance of its statutory purpose and with the consent of the County, heretofore purchased in 2005 a certain eight (8) story building located at 112 Market Street in the City of Harrisburg and known generally as the "Veterans Building" (the "**Facilities**"); and

WHEREAS, the Authority heretofore issued its Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2010 (Federally Taxable), in the original principal amount of $1,900,000 (the "**2010 Note**") to the Bank, as successor to Graystone Bank, under a Loan Agreement, dated as of December 1, 2010 (the "**Original Loan Agreement**"), a portion of which 2010 Note is presently outstanding; and

WHEREAS, the Authority desires to undertake as a project the acquisition and construction of certain renovations, additions and improvements to the Facilities, consisting primarily of replacement and upgrades of the existing elevators and related improvements (the "**Project**"); and

WHEREAS, the Authority has determined that the estimated costs and expenses of the Project is approximately $305,000; and

WHEREAS, in order to finance the costs of the Project, the Authority has determined to issue its Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012 (Federally Taxable), in the maximum principal amount of $305,000 (the "**2012 Note**"); and

WHEREAS, the Bank is willing to purchase the 2012 Note subject to the terms and conditions set forth therein, provided that the County guarantee payment of the principal of and the interest on the 2012 Note; and

WHEREAS, the County heretofore has determined to guarantee the full payment of the principal of and interest on the 2012 Note, pursuant to the authority set forth in the Debt Act.

NOW, THEREFORE, the County, intending to be legally bound, hereby covenants and agrees as follows:

1. The County hereby guarantees the full and prompt payment of the principal of and interest on the 2012 Note and in furtherance thereof covenants and agrees with the holders of the 2012

Note that if the Authority shall fail to pay the full amount of the principal of and interest on the 2012 Note when the same becomes due and payable, at the times and place, under the terms and conditions, and in the manner prescribed in the 2012 Note, the County will pay the full amount of such principal and interest to the holders of the 2012 Note.

The County agrees and hereby covenants with the holders of the 2012 Note that the County shall include the amount of debt service on the 2012 Note, including interest thereon, for each Fiscal Year (which term shall mean the fiscal year of the County, from time to time designated by law) in which such sums are payable in its budget for that Fiscal Year, and that the County, in the event the Authority shall fail to pay the full amount of the principal of and interest on the 2012 Note when due and payable, at the times and place, under terms and conditions and in the manner prescribed in the 2012 Note, shall appropriate from its general revenues and duly and punctually pay or cause to be paid from its sinking fund established therefor or any other of its funds or revenues the full amount of such principal and interest on the dates and at the place and in the manner stated in the 2012 Note according to the true intent and meaning hereof. For such budgeting, appropriation and payment the County hereby does pledge its full faith, credit and taxing power and hereby does agree that this covenant shall be specifically enforceable.

The County agrees that the maximum annual debt service in each fiscal year with respect to the 2012 Note, to which the foregoing guarantee shall apply, is set forth in Exhibit A attached hereto and hereby incorporated herein as if set forth in full in this Section 1.

2. This Guaranty Agreement may not be assigned by the County nor may its obligations arising hereunder be in any manner whatsoever alienated by the County. This Guaranty Agreement shall inure to the benefit of the Bank and other holders, if any, from time to time of the 2012 Note. The County acknowledges that such holders from time to time of the 2012 Note shall materially rely on the existence of this Guaranty Agreement and the County's due performance of its obligations hereunder.

3. The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Guaranty Agreement contained, shall not affect the validity or enforceability of the remaining portions of this Guaranty Agreement, or any part thereof.

4. This Guaranty Agreement shall be construed in accordance with and governed by the laws of the Commonwealth.

5. This Guaranty Agreement shall be effective upon issuance of the 2012 Note and acceptance of delivery of this Guaranty Agreement by the Bank.

*[The remainder of this page left blank intentionally]*

**IN WITNESS WHEREOF**, County of Dauphin, Pennsylvania, has caused this Guaranty Agreement to be executed on its behalf by the Board of Commissioners and its official seal to be hereunto affixed and attested by the Chief Clerk of the County and delivered to Susquehanna Bank, as initial holder of the 2012 Note.

**COUNTY OF DAUPHIN,**
**Commonwealth of Pennsylvania**

Chairman, Board of Commissioners

**ATTEST:**

Chief Clerk

(SEAL)

Vice Chairman, Board of Commissioners

Secretary, Board of Commissioners

ACCEPTANCE AND ACKNOWLEDGMENT

Susquehanna Bank, Harrisburg, Pennsylvania, hereby accepts the foregoing Guaranty Agreement and acknowledges receipt of an executed counterpart thereof.

**SUSQUEHANNA BANK**

By:_____
Authorized Officer

Dated: December 18, 2012

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 12/01/2013 | 9,729.24 | 12,809.44 | 22,538.68 |
| 12/01/2014 | 10,270.46 | 12,521.47 | 22,791.93 |
| 12/01/2015 | 10,721.86 | 12,070.06 | 22,791.92 |
| 12/01/2016 | 11,159.87 | 11,632.03 | 22,791.90 |
| 12/01/2017 | 11,683.58 | 11,108.32 | 22,791.90 |
| 12/01/2018 | 12,197.11 | 29,914.74 | 42,111.85 |
| 12/01/2019 | 12,733.17 | 28,401.11 | 41,134.28 |
| 12/01/2020 | 13,265.45 | 26,898.20 | 40,163.65 |
| 12/01/2021 | 13,875.85 | 25,174.72 | 39,050.57 |
| 12/01/2022 | 14,485.72 | 23,452.77 | 37,938.49 |
| 12/01/2023 | 15,122.39 | 21,655.10 | 36,777.49 |
| 12/01/2024 | 15,766.66 | 19,836.01 | 35,602.67 |
| 12/01/2025 | 16,480.00 | 17,821.84 | 34,301.84 |
| 12/01/2026 | 17,204.33 | 15,776.67 | 32,981.00 |
| 12/01/2027 | 17,960.49 | 13,641.65 | 31,602.14 |
| 12/01/2028 | 18,737.77 | 11,446.98 | 30,184.75 |
| 12/01/2029 | 19,573.43 | 9,087.46 | 28,660.89 |
| 12/01/2030 | 20,433.71 | 6,658.42 | 27,092.13 |
| 12/01/2031 | 21,331.81 | 4,122.63 | 25,454.44 |
| 12/01/2032 | 22,267.10 | 1,481.81 | 23,748.91 |
| | 305,000.00 | 315,511.43 | 620,511.43 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2013 | 673.89 | 972.19 | 1,646.08 | |
| 02/01/2013 | 785.58 | 1,113.75 | 1,899.33 | |
| 03/01/2013 | 895.96 | 1,003.37 | 1,899.33 | |
| 04/01/2013 | 791.73 | 1,107.60 | 1,899.33 | |
| 05/01/2013 | 830.26 | 1,069.06 | 1,899.32 | |
| 06/01/2013 | 797.67 | 1,101.66 | 1,899.33 | |
| 07/01/2013 | 836.03 | 1,063.30 | 1,899.33 | |
| 08/01/2013 | 803.65 | 1,095.68 | 1,899.33 | |
| 09/01/2013 | 806.59 | 1,092.74 | 1,899.33 | |
| 10/01/2013 | 844.69 | 1,054.63 | 1,899.32 | |
| 11/01/2013 | 812.63 | 1,086.70 | 1,899.33 | |
| 12/01/2013 | 850.56 | 1,048.76 | 1,899.32 | 22,538.68 |
| 01/01/2014 | 818.72 | 1,080.61 | 1,899.33 | |
| 02/01/2014 | 821.71 | 1,077.61 | 1,899.32 | |
| 03/01/2014 | 928.71 | 970.61 | 1,899.32 | |
| 04/01/2014 | 828.12 | 1,071.21 | 1,899.33 | |
| 05/01/2014 | 865.61 | 1,033.72 | 1,899.33 | |
| 06/01/2014 | 834.32 | 1,065.01 | 1,899.33 | |
| 07/01/2014 | 871.63 | 1,027.70 | 1,899.33 | |
| 08/01/2014 | 840.56 | 1,058.76 | 1,899.32 | |
| 09/01/2014 | 843.64 | 1,055.69 | 1,899.33 | |
| 10/01/2014 | 880.68 | 1,018.65 | 1,899.33 | |
| 11/01/2014 | 849.95 | 1,049.38 | 1,899.33 | |
| 12/01/2014 | 886.81 | 1,012.52 | 1,899.33 | 22,791.93 |
| 01/01/2015 | 856.30 | 1,043.02 | 1,899.32 | |
| 02/01/2015 | 859.44 | 1,039.89 | 1,899.33 | |
| 03/01/2015 | 962.91 | 936.41 | 1,899.32 | |
| 04/01/2015 | 866.11 | 1,033.22 | 1,899.33 | |
| 05/01/2015 | 902.50 | 996.82 | 1,899.32 | |
| 06/01/2015 | 872.58 | 1,026.75 | 1,899.33 | |
| 07/01/2015 | 908.79 | 990.53 | 1,899.32 | |
| 08/01/2015 | 879.10 | 1,020.23 | 1,899.33 | |
| 09/01/2015 | 882.32 | 1,017.01 | 1,899.33 | |
| 10/01/2015 | 918.25 | 981.08 | 1,899.33 | |
| 11/01/2015 | 888.91 | 1,010.42 | 1,899.33 | |
| 12/01/2015 | 924.65 | 974.68 | 1,899.33 | 22,791.92 |
| 01/01/2016 | 895.54 | 1,003.78 | 1,899.32 | |
| 02/01/2016 | 898.82 | 1,000.51 | 1,899.33 | |
| 03/01/2016 | 966.45 | 932.88 | 1,899.33 | |
| 04/01/2016 | 905.65 | 993.68 | 1,899.33 | |
| 05/01/2016 | 940.91 | 958.42 | 1,899.33 | |
| 06/01/2016 | 912.40 | 986.92 | 1,899.32 | |
| 07/01/2016 | 947.47 | 951.85 | 1,899.32 | |
| 08/01/2016 | 919.21 | 980.11 | 1,899.32 | |
| 09/01/2016 | 922.58 | 976.75 | 1,899.33 | |
| 10/01/2016 | 957.35 | 941.97 | 1,899.32 | |
| 11/01/2016 | 929.46 | 969.87 | 1,899.33 | |
| 12/01/2016 | 964.03 | 935.29 | 1,899.32 | 22,791.90 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2017 | 936.38 | 962.94 | 1,899.32 | |
| 02/01/2017 | 939.81 | 959.51 | 1,899.32 | |
| 03/01/2017 | 1,035.77 | 863.55 | 1,899.32 | |
| 04/01/2017 | 947.04 | 952.28 | 1,899.32 | |
| 05/01/2017 | 981.11 | 918.21 | 1,899.32 | |
| 06/01/2017 | 954.10 | 945.23 | 1,899.33 | |
| 07/01/2017 | 987.97 | 911.36 | 1,899.33 | |
| 08/01/2017 | 961.21 | 938.12 | 1,899.33 | |
| 09/01/2017 | 964.72 | 934.60 | 1,899.32 | |
| 10/01/2017 | 998.29 | 901.04 | 1,899.33 | |
| 11/01/2017 | 971.91 | 927.42 | 1,899.33 | |
| 12/01/2017 | 1,005.27 | 894.06 | 1,899.33 | 22,791.90 |
| 01/01/2018 | 979.14 | 2,598.16 | 3,577.30 | |
| 02/01/2018 | 982.73 | 2,588.04 | 3,570.77 | |
| 03/01/2018 | 1,074.68 | 2,328.42 | 3,403.10 | |
| 04/01/2018 | 990.26 | 2,566.78 | 3,557.04 | |
| 05/01/2018 | 1,023.09 | 2,474.08 | 3,497.17 | |
| 06/01/2018 | 997.62 | 2,545.98 | 3,543.60 | |
| 07/01/2018 | 1,030.25 | 2,453.87 | 3,484.12 | |
| 08/01/2018 | 1,005.05 | 2,525.02 | 3,530.07 | |
| 09/01/2018 | 1,008.72 | 2,514.64 | 3,523.36 | |
| 10/01/2018 | 1,041.03 | 2,423.43 | 3,464.46 | |
| 11/01/2018 | 1,016.23 | 2,493.46 | 3,509.69 | |
| 12/01/2018 | 1,048.31 | 2,402.86 | 3,451.17 | 42,111.85 |
| 01/01/2019 | 1,023.78 | 2,472.12 | 3,495.90 | |
| 02/01/2019 | 1,027.53 | 2,461.55 | 3,489.08 | |
| 03/01/2019 | 1,115.29 | 2,213.74 | 3,329.03 | |
| 04/01/2019 | 1,035.37 | 2,439.40 | 3,474.77 | |
| 05/01/2019 | 1,066.91 | 2,350.36 | 3,417.27 | |
| 06/01/2019 | 1,043.06 | 2,417.68 | 3,460.74 | |
| 07/01/2019 | 1,074.38 | 2,329.26 | 3,403.64 | |
| 08/01/2019 | 1,050.81 | 2,395.80 | 3,446.61 | |
| 09/01/2019 | 1,054.66 | 2,384.94 | 3,439.60 | |
| 10/01/2019 | 1,085.64 | 2,297.46 | 3,383.10 | |
| 11/01/2019 | 1,062.49 | 2,362.82 | 3,425.31 | |
| 12/01/2019 | 1,093.25 | 2,275.98 | 3,369.23 | 41,134.28 |
| 01/01/2020 | 1,070.38 | 2,340.55 | 3,410.93 | |
| 02/01/2020 | 1,074.30 | 2,329.49 | 3,403.79 | |
| 03/01/2020 | 1,131.20 | 2,168.81 | 3,300.01 | |
| 04/01/2020 | 1,082.37 | 2,306.70 | 3,389.07 | |
| 05/01/2020 | 1,112.56 | 2,221.46 | 3,334.02 | |
| 06/01/2020 | 1,090.40 | 2,284.02 | 3,374.42 | |
| 07/01/2020 | 1,120.36 | 2,199.44 | 3,319.80 | |
| 08/01/2020 | 1,098.49 | 2,261.17 | 3,359.66 | |
| 09/01/2020 | 1,102.51 | 2,249.82 | 3,352.33 | |
| 10/01/2020 | 1,132.12 | 2,166.22 | 3,298.34 | |
| 11/01/2020 | 1,110.69 | 2,226.73 | 3,337.42 | |
| 12/01/2020 | 1,140.07 | 2,143.79 | 3,283.86 | 40,163.65 |
| 01/01/2021 | 1,118.93 | 2,203.47 | 3,322.40 | |
| 02/01/2021 | 1,123.02 | 2,191.91 | 3,314.93 | |
| 03/01/2021 | 1,201.86 | 1,969.31 | 3,171.17 | |
| 04/01/2021 | 1,131.53 | 2,167.89 | 3,299.42 | |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 05/01/2021 | 1,160.31 | 2,086.64 | 3,246.95 | |
| 06/01/2021 | 1,139.92 | 2,144.20 | 3,284.12 | |
| 07/01/2021 | 1,168.45 | 2,063.64 | 3,232.09 | |
| 08/01/2021 | 1,148.37 | 2,120.35 | 3,268.72 | |
| 09/01/2021 | 1,152.57 | 2,108.48 | 3,261.05 | |
| 10/01/2021 | 1,180.74 | 2,028.94 | 3,209.68 | |
| 11/01/2021 | 1,161.11 | 2,084.37 | 3,245.48 | |
| 12/01/2021 | 1,189.04 | 2,005.52 | 3,194.56 | 39,050.57 |
| 01/01/2022 | 1,169.71 | 2,060.09 | 3,229.80 | |
| 02/01/2022 | 1,173.99 | 2,048.00 | 3,221.99 | |
| 03/01/2022 | 1,248.07 | 1,838.85 | 3,086.92 | |
| 04/01/2022 | 1,182.86 | 2,022.97 | 3,205.83 | |
| 05/01/2022 | 1,210.16 | 1,945.89 | 3,156.05 | |
| 06/01/2022 | 1,191.61 | 1,998.25 | 3,189.86 | |
| 07/01/2022 | 1,218.66 | 1,921.87 | 3,140.53 | |
| 08/01/2022 | 1,200.43 | 1,973.34 | 3,173.77 | |
| 09/01/2022 | 1,204.83 | 1,960.94 | 3,165.77 | |
| 10/01/2022 | 1,231.50 | 1,885.63 | 3,117.13 | |
| 11/01/2022 | 1,213.74 | 1,935.76 | 3,149.50 | |
| 12/01/2022 | 1,240.16 | 1,861.18 | 3,101.34 | 37,938.49 |
| 01/01/2023 | 1,222.72 | 1,910.40 | 3,133.12 | |
| 02/01/2023 | 1,227.20 | 1,897.77 | 3,124.97 | |
| 03/01/2023 | 1,296.30 | 1,702.66 | 2,998.96 | |
| 04/01/2023 | 1,236.43 | 1,871.69 | 3,108.12 | |
| 05/01/2023 | 1,262.20 | 1,798.95 | 3,061.15 | |
| 06/01/2023 | 1,245.58 | 1,845.87 | 3,091.45 | |
| 07/01/2023 | 1,271.08 | 1,773.87 | 3,044.95 | |
| 08/01/2023 | 1,254.79 | 1,819.87 | 3,074.66 | |
| 09/01/2023 | 1,259.38 | 1,806.90 | 3,066.28 | |
| 10/01/2023 | 1,284.49 | 1,736.02 | 3,020.51 | |
| 11/01/2023 | 1,268.69 | 1,780.61 | 3,049.30 | |
| 12/01/2023 | 1,293.53 | 1,710.49 | 3,004.02 | 36,777.49 |
| 01/01/2024 | 1,278.07 | 1,754.14 | 3,032.21 | |
| 02/01/2024 | 1,282.75 | 1,740.93 | 3,023.68 | |
| 03/01/2024 | 1,326.92 | 1,616.21 | 2,943.13 | |
| 04/01/2024 | 1,292.30 | 1,713.96 | 3,006.26 | |
| 05/01/2024 | 1,316.45 | 1,645.75 | 2,962.20 | |
| 06/01/2024 | 1,301.84 | 1,687.01 | 2,988.85 | |
| 07/01/2024 | 1,325.73 | 1,619.57 | 2,945.30 | |
| 08/01/2024 | 1,311.46 | 1,659.86 | 2,971.32 | |
| 09/01/2024 | 1,316.26 | 1,646.30 | 2,962.56 | |
| 10/01/2024 | 1,339.73 | 1,580.04 | 2,919.77 | |
| 11/01/2024 | 1,325.98 | 1,618.86 | 2,944.84 | |
| 12/01/2024 | 1,349.17 | 1,553.38 | 2,902.55 | 35,602.67 |
| 01/01/2025 | 1,335.77 | 1,591.22 | 2,926.99 | |
| 02/01/2025 | 1,340.66 | 1,577.41 | 2,918.07 | |
| 03/01/2025 | 1,399.15 | 1,412.25 | 2,811.40 | |
| 04/01/2025 | 1,350.69 | 1,549.10 | 2,899.79 | |
| 05/01/2025 | 1,373.17 | 1,485.62 | 2,858.79 | |
| 06/01/2025 | 1,360.65 | 1,520.96 | 2,881.61 | |
| 07/01/2025 | 1,382.85 | 1,458.29 | 2,841.14 | |
| 08/01/2025 | 1,370.69 | 1,492.61 | 2,863.30 | |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 09/01/2025 | 1,375.71 | 1,478.44 | 2,854.15 | |
| 10/01/2025 | 1,397.47 | 1,416.99 | 2,814.46 | |
| 11/01/2025 | 1,385.86 | 1,449.79 | 2,835.65 | |
| 12/01/2025 | 1,407.33 | 1,389.16 | 2,796.49 | 34,301.84 |
| 01/01/2026 | 1,396.08 | 1,420.92 | 2,817.00 | |
| 02/01/2026 | 1,401.19 | 1,406.50 | 2,807.69 | |
| 03/01/2026 | 1,454.03 | 1,257.31 | 2,711.34 | |
| 04/01/2026 | 1,411.64 | 1,376.99 | 2,788.63 | |
| 05/01/2026 | 1,432.37 | 1,318.46 | 2,750.83 | |
| 06/01/2026 | 1,422.05 | 1,347.60 | 2,769.65 | |
| 07/01/2026 | 1,442.48 | 1,289.91 | 2,732.39 | |
| 08/01/2026 | 1,432.53 | 1,318.00 | 2,750.53 | |
| 09/01/2026 | 1,437.78 | 1,303.20 | 2,740.98 | |
| 10/01/2026 | 1,457.76 | 1,246.78 | 2,704.54 | |
| 11/01/2026 | 1,448.37 | 1,273.28 | 2,721.65 | |
| 12/01/2026 | 1,468.05 | 1,217.72 | 2,685.77 | 32,981.00 |
| 01/01/2027 | 1,459.05 | 1,243.14 | 2,702.19 | |
| 02/01/2027 | 1,464.38 | 1,228.07 | 2,692.45 | |
| 03/01/2027 | 1,511.32 | 1,095.55 | 2,606.87 | |
| 04/01/2027 | 1,475.28 | 1,197.32 | 2,672.60 | |
| 05/01/2027 | 1,494.18 | 1,143.94 | 2,638.12 | |
| 06/01/2027 | 1,486.14 | 1,166.63 | 2,652.77 | |
| 07/01/2027 | 1,504.73 | 1,114.14 | 2,618.87 | |
| 08/01/2027 | 1,497.09 | 1,135.73 | 2,632.82 | |
| 09/01/2027 | 1,502.57 | 1,120.26 | 2,622.83 | |
| 10/01/2027 | 1,520.69 | 1,069.10 | 2,589.79 | |
| 11/01/2027 | 1,513.63 | 1,089.02 | 2,602.65 | |
| 12/01/2027 | 1,531.43 | 1,038.75 | 2,570.18 | 31,602.14 |
| 01/01/2028 | 1,524.78 | 1,057.55 | 2,582.33 | |
| 02/01/2028 | 1,530.36 | 1,041.80 | 2,572.16 | |
| 03/01/2028 | 1,559.40 | 959.79 | 2,519.19 | |
| 04/01/2028 | 1,541.66 | 1,009.87 | 2,551.53 | |
| 05/01/2028 | 1,558.66 | 961.88 | 2,520.54 | |
| 06/01/2028 | 1,553.01 | 977.83 | 2,530.84 | |
| 07/01/2028 | 1,569.68 | 930.76 | 2,500.44 | |
| 08/01/2028 | 1,564.44 | 945.56 | 2,510.00 | |
| 09/01/2028 | 1,570.16 | 929.40 | 2,499.56 | |
| 10/01/2028 | 1,586.34 | 883.72 | 2,470.06 | |
| 11/01/2028 | 1,581.72 | 896.78 | 2,478.50 | |
| 12/01/2028 | 1,597.56 | 852.04 | 2,449.60 | 30,184.75 |
| 01/01/2029 | 1,593.35 | 863.93 | 2,457.28 | |
| 02/01/2029 | 1,599.18 | 847.46 | 2,446.64 | |
| 03/01/2029 | 1,633.51 | 750.53 | 2,384.04 | |
| 04/01/2029 | 1,611.01 | 814.06 | 2,425.07 | |
| 05/01/2029 | 1,626.02 | 771.69 | 2,397.71 | |
| 06/01/2029 | 1,622.86 | 780.61 | 2,403.47 | |
| 07/01/2029 | 1,637.53 | 739.20 | 2,376.73 | |
| 08/01/2029 | 1,634.79 | 746.92 | 2,381.71 | |
| 09/01/2029 | 1,640.77 | 730.03 | 2,370.80 | |
| 10/01/2029 | 1,654.93 | 690.07 | 2,345.00 | |
| 11/01/2029 | 1,652.84 | 695.97 | 2,348.81 | |
| 12/01/2029 | 1,666.64 | 656.99 | 2,323.63 | 28,660.89 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2030 | 1,664.98 | 661.67 | 2,326.65 | |
| 02/01/2030 | 1,671.08 | 644.47 | 2,315.55 | |
| 03/01/2030 | 1,698.69 | 566.50 | 2,265.19 | |
| 04/01/2030 | 1,683.41 | 609.64 | 2,293.05 | |
| 05/01/2030 | 1,696.34 | 573.14 | 2,269.48 | |
| 06/01/2030 | 1,695.78 | 574.72 | 2,270.50 | |
| 07/01/2030 | 1,708.35 | 539.22 | 2,247.57 | |
| 08/01/2030 | 1,708.24 | 539.54 | 2,247.78 | |
| 09/01/2030 | 1,714.49 | 521.89 | 2,236.38 | |
| 10/01/2030 | 1,726.52 | 487.91 | 2,214.43 | |
| 11/01/2030 | 1,727.08 | 486.34 | 2,213.42 | |
| 12/01/2030 | 1,738.75 | 453.38 | 2,192.13 | 27,092.13 |
| 01/01/2031 | 1,739.77 | 450.52 | 2,190.29 | |
| 02/01/2031 | 1,746.13 | 432.54 | 2,178.67 | |
| 03/01/2031 | 1,766.73 | 374.39 | 2,141.12 | |
| 04/01/2031 | 1,758.99 | 396.24 | 2,155.23 | |
| 05/01/2031 | 1,769.75 | 365.87 | 2,135.62 | |
| 06/01/2031 | 1,771.90 | 359.78 | 2,131.68 | |
| 07/01/2031 | 1,782.29 | 330.46 | 2,112.75 | |
| 08/01/2031 | 1,784.91 | 323.05 | 2,107.96 | |
| 09/01/2031 | 1,791.44 | 304.61 | 2,096.05 | |
| 10/01/2031 | 1,801.27 | 276.87 | 2,078.14 | |
| 11/01/2031 | 1,804.59 | 267.49 | 2,072.08 | |
| 12/01/2031 | 1,814.04 | 240.81 | 2,054.85 | 25,454.44 |
| 01/01/2032 | 1,817.83 | 230.09 | 2,047.92 | |
| 02/01/2032 | 1,824.49 | 211.31 | 2,035.80 | |
| 03/01/2032 | 1,835.56 | 180.04 | 2,015.60 | |
| 04/01/2032 | 1,837.88 | 173.49 | 2,011.37 | |
| 05/01/2032 | 1,846.37 | 149.51 | 1,995.88 | |
| 06/01/2032 | 1,851.37 | 135.42 | 1,986.79 | |
| 07/01/2032 | 1,859.47 | 112.54 | 1,972.01 | |
| 08/01/2032 | 1,864.95 | 97.07 | 1,962.02 | |
| 09/01/2032 | 1,871.77 | 77.80 | 1,949.57 | |
| 10/01/2032 | 1,879.29 | 56.57 | 1,935.86 | |
| 11/01/2032 | 1,885.50 | 39.04 | 1,924.54 | |
| 12/01/2032 | 1,892.62 | 18.93 | 1,911.55 | 23,748.91 |
| | 305,000.00 | 315,511.43 | 620,511.43 | 620,511.43 |

EXHIBIT F

# SOLAR GUARANTY

## GUARANTY AGREEMENT

**THIS GUARANTY AGREEMENT**, dated December 13, 2012, made and executed by the **COUNTY OF DAUPHIN, PENNSYLVANIA** (the "**County**"), a Pennsylvania municipality organized and existing under the laws of the Commonwealth of Pennsylvania, and delivered to **FULTON BANK, N.A.** (the "**Bank**"), with an office in the Harrisburg, Pennsylvania.

WITNESSETH:

WHEREAS, the County is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 *et seq.*, as amended and supplemented (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; and

WHEREAS, the Board of County Commissioners heretofore requested the Authority to pursue the development of a solar photovoltaic facility to be situated in the County for the purposes, among other things, of reducing electric energy costs to the County and promoting alternative energy (the "**Solar Facility**"); and

WHEREAS, the Authority developed, constructed and is operating the Solar Facility consisting of a one megawatt solar photovoltaic facility located at 220 Hetrick Lane, Harrisburg, Dauphin County, Pennsylvania 17112 ("**Phase I Solar Project**"); and

WHEREAS, the Authority desires to undertake as a project the modification and expansion of the its Solar Facility to generate an additional one megawatt of solar energy, thereby further reducing electric energy costs to the County and promoting alternative energy ("**Phase II Solar Project**"); and

WHEREAS, in order to finance the Phase II Solar Project, the Authority is willing to enter into a credit facility, in the principal sum not to exceed $2,550,000, with 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 Phase II Solar Project; and

WHEREAS, the Authority's obligation to repay said loan will be evidenced by its Guaranteed Note of 2012 (Phase II Solar Project) (Federally Taxable), in the principal amount not to exceed $2,550,000 (the "**Solar Note**"), to be issued and delivered to the Bank; and

WHEREAS, the Board of Commissioners of the County has determined that the Phase II Solar Project is in the best interests of the County and its residents; and

WHEREAS, the Bank is willing to purchase the Solar Note subject to the terms and conditions set forth therein, provided that the County guarantee payment of the principal of and the interest on the Solar Note; and

WHEREAS, the County heretofore has determined to guarantee the full payment of the principal of and interest on the Solar Note, pursuant to the authority set forth in the Debt Act.

NOW, THEREFORE, the County, intending to be legally bound, hereby covenants and agrees as follows:

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

The County agrees and hereby covenants with the holders of the Solar Note that the County shall include the amount of debt service on the Solar Note, including interest thereon, for each Fiscal Year (which term shall mean the fiscal year of the County, from time to time designated by law) in which such sums are payable in its budget for that Fiscal Year, and that the County, in the event the Authority shall fail to pay the full amount of the principal of and interest on the Solar Note when due and payable, at the times and place, under terms and conditions and in the manner prescribed in the Solar Note, shall appropriate from its general revenues and duly and punctually pay or cause to be paid from its sinking fund established therefor or any other of its funds or revenues the full amount of such principal and interest on the dates and at the place and in the manner stated in the Solar Note according to the true intent and meaning hereof. For such budgeting, appropriation and payment the County hereby does pledge its full faith, credit and taxing power and hereby does agree that this covenant shall be specifically enforceable.

The County agrees that the maximum annual debt service in each fiscal year with respect to the Solar Note, to which the foregoing guarantee shall apply, is set forth in Exhibit A attached hereto and hereby incorporated herein as if set forth in full in this Section 1.

2. This Guaranty Agreement may not be assigned by the County nor may its obligations arising hereunder be in any manner whatsoever alienated by the County. This Guaranty Agreement shall inure to the benefit of the Bank and other holders, if any, from time to time of the Solar Note. The County acknowledges that such holders from time to time of the Solar Note shall materially rely on the existence of this Guaranty Agreement and the County's due performance of its obligations hereunder.

3. The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Guaranty Agreement contained, shall not affect the validity or enforceability of the remaining portions of this Guaranty Agreement, or any part thereof.

5. This Guaranty Agreement shall be construed in accordance with and governed by the laws of the Commonwealth.

5. This Guaranty Agreement shall be effective upon issuance of the Solar Note and acceptance of delivery of this Guaranty Agreement by the Bank.

[The remainder of this page left blank intentionally]

**IN WITNESS WHEREOF**, County of Dauphin, Pennsylvania, has caused this Guaranty Agreement to be executed on its behalf by the Board of Commissioners and its official seal to be hereunto affixed and attested by the Chief Clerk of the County and delivered to Fulton Bank, N.A., as initial holder of the Solar Note, all as of the 13th day of December, 2012.

**COUNTY OF DAUPHIN,**
**Commonwealth of Pennsylvania**

Chairman, Board of Commissioners

**ATTEST:**

Chief Clerk

(SEAL)

Vice Chairman, Board of Commissioners

Secretary, Board of Commissioners

ACCEPTANCE AND ACKNOWLEDGMENT

Fulton Bank, N.A., Harrisburg, Pennsylvania, hereby accepts the foregoing Guaranty Agreement and acknowledges receipt of an executed counterpart thereof.

**FULTON BANK, N.A.**

By:_____
Authorized Officer

Dated: December 13, 2012

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 12/01/2013 | 85,446.96 | 95,683.56 | 181,130.52 |
| 12/01/2014 | 89,790.64 | 93,375.06 | 183,165.70 |
| 12/01/2015 | 93,311.83 | 89,853.89 | 183,165.72 |
| 12/01/2016 | 96,724.90 | 86,440.81 | 183,165.71 |
| 12/01/2017 | 100,764.20 | 82,401.50 | 183,165.70 |
| 12/01/2018 | 104,715.72 | 78,449.99 | 183,165.71 |
| 12/01/2019 | 108,822.18 | 74,343.51 | 183,165.69 |
| 12/01/2020 | 112,888.46 | 70,277.26 | 183,165.72 |
| 12/01/2021 | 117,516.65 | 65,649.06 | 183,165.71 |
| 12/01/2022 | 122,125.11 | 61,040.60 | 183,165.71 |
| 12/01/2023 | 126,914.30 | 148,030.03 | 274,944.33 |
| 12/01/2024 | 131,742.48 | 135,324.28 | 267,066.76 |
| 12/01/2025 | 137,057.64 | 121,337.05 | 258,394.69 |
| 12/01/2026 | 142,432.40 | 107,192.92 | 249,625.32 |
| 12/01/2027 | 148,017.95 | 92,494.12 | 240,512.07 |
| 12/01/2028 | 153,734.89 | 77,449.53 | 231,184.42 |
| 12/01/2029 | 159,851.31 | 61,353.69 | 221,205.00 |
| 12/01/2030 | 166,119.93 | 44,857.29 | 210,977.22 |
| 12/01/2031 | 172,634.41 | 27,713.96 | 200,348.37 |
| 12/01/2032 | 179,388.04 | 9,941.25 | 189,329.29 |
| | 2,550,000.00 | 1,623,209.36 | 4,173,209.36 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2013 | 5,961.13 | 7,267.50 | 13,228.63 | |
| 02/01/2013 | 6,939.15 | 8,324.66 | 15,263.81 | |
| 03/01/2013 | 7,765.27 | 7,498.54 | 15,263.81 | |
| 04/01/2013 | 6,987.26 | 8,276.54 | 15,263.80 | |
| 05/01/2013 | 7,276.38 | 7,987.43 | 15,263.81 | |
| 06/01/2013 | 7,033.94 | 8,229.87 | 15,263.81 | |
| 07/01/2013 | 7,321.69 | 7,942.12 | 15,263.81 | |
| 08/01/2013 | 7,080.91 | 8,182.90 | 15,263.81 | |
| 09/01/2013 | 7,104.08 | 8,159.73 | 15,263.81 | |
| 10/01/2013 | 7,389.80 | 7,874.01 | 15,263.81 | |
| 11/01/2013 | 7,151.51 | 8,112.30 | 15,263.81 | |
| 12/01/2013 | 7,435.84 | 7,827.96 | 15,263.80 | 181,130.52 |
| 01/01/2014 | 7,199.24 | 8,064.57 | 15,263.81 | |
| 02/01/2014 | 7,222.80 | 8,041.01 | 15,263.81 | |
| 03/01/2014 | 8,022.31 | 7,241.50 | 15,263.81 | |
| 04/01/2014 | 7,272.69 | 7,991.12 | 15,263.81 | |
| 05/01/2014 | 7,553.49 | 7,710.31 | 15,263.80 | |
| 06/01/2014 | 7,321.20 | 7,942.61 | 15,263.81 | |
| 07/01/2014 | 7,600.60 | 7,663.21 | 15,263.81 | |
| 08/01/2014 | 7,370.03 | 7,893.78 | 15,263.81 | |
| 09/01/2014 | 7,394.14 | 7,869.66 | 15,263.80 | |
| 10/01/2014 | 7,671.42 | 7,592.39 | 15,263.81 | |
| 11/01/2014 | 7,443.44 | 7,820.37 | 15,263.81 | |
| 12/01/2014 | 7,719.28 | 7,544.53 | 15,263.81 | 183,165.70 |
| 01/01/2015 | 7,493.06 | 7,770.75 | 15,263.81 | |
| 02/01/2015 | 7,517.58 | 7,746.23 | 15,263.81 | |
| 03/01/2015 | 8,289.43 | 6,974.38 | 15,263.81 | |
| 04/01/2015 | 7,569.30 | 7,694.51 | 15,263.81 | |
| 05/01/2015 | 7,841.48 | 7,422.33 | 15,263.81 | |
| 06/01/2015 | 7,619.73 | 7,644.08 | 15,263.81 | |
| 07/01/2015 | 7,890.44 | 7,373.37 | 15,263.81 | |
| 08/01/2015 | 7,670.48 | 7,593.33 | 15,263.81 | |
| 09/01/2015 | 7,695.58 | 7,568.23 | 15,263.81 | |
| 10/01/2015 | 7,964.09 | 7,299.72 | 15,263.81 | |
| 11/01/2015 | 7,746.82 | 7,516.99 | 15,263.81 | |
| 12/01/2015 | 8,013.84 | 7,249.97 | 15,263.81 | 183,165.72 |
| 01/01/2016 | 7,798.40 | 7,465.41 | 15,263.81 | |
| 02/01/2016 | 7,823.91 | 7,439.90 | 15,263.81 | |
| 03/01/2016 | 8,327.86 | 6,935.95 | 15,263.81 | |
| 04/01/2016 | 7,876.77 | 7,387.04 | 15,263.81 | |
| 05/01/2016 | 8,140.00 | 7,123.81 | 15,263.81 | |
| 06/01/2016 | 7,929.18 | 7,334.63 | 15,263.81 | |
| 07/01/2016 | 8,190.89 | 7,072.92 | 15,263.81 | |
| 08/01/2016 | 7,981.92 | 7,281.88 | 15,263.80 | |
| 09/01/2016 | 8,008.04 | 7,255.77 | 15,263.81 | |
| 10/01/2016 | 8,267.46 | 6,996.35 | 15,263.81 | |
| 11/01/2016 | 8,061.30 | 7,202.51 | 15,263.81 | |
| 12/01/2016 | 8,319.17 | 6,944.64 | 15,263.81 | 183,165.71 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2017 | 8,114.90 | 7,148.91 | 15,263.81 | |
| 02/01/2017 | 8,141.45 | 7,122.35 | 15,263.80 | |
| 03/01/2017 | 8,854.78 | 6,409.03 | 15,263.81 | |
| 04/01/2017 | 8,197.07 | 7,066.74 | 15,263.81 | |
| 05/01/2017 | 8,450.99 | 6,812.82 | 15,263.81 | |
| 06/01/2017 | 8,251.55 | 7,012.26 | 15,263.81 | |
| 07/01/2017 | 8,503.88 | 6,759.93 | 15,263.81 | |
| 08/01/2017 | 8,306.37 | 6,957.44 | 15,263.81 | |
| 09/01/2017 | 8,333.55 | 6,930.25 | 15,263.80 | |
| 10/01/2017 | 8,583.50 | 6,680.31 | 15,263.81 | |
| 11/01/2017 | 8,388.91 | 6,874.90 | 15,263.81 | |
| 12/01/2017 | 8,637.25 | 6,626.56 | 15,263.81 | 183,165.70 |
| 01/01/2018 | 8,444.62 | 6,819.19 | 15,263.81 | |
| 02/01/2018 | 8,472.26 | 6,791.55 | 15,263.81 | |
| 03/01/2018 | 9,154.54 | 6,109.27 | 15,263.81 | |
| 04/01/2018 | 8,529.94 | 6,733.87 | 15,263.81 | |
| 05/01/2018 | 8,774.17 | 6,489.64 | 15,263.81 | |
| 06/01/2018 | 8,586.56 | 6,677.25 | 15,263.81 | |
| 07/01/2018 | 8,829.14 | 6,434.66 | 15,263.80 | |
| 08/01/2018 | 8,643.55 | 6,620.26 | 15,263.81 | |
| 09/01/2018 | 8,671.83 | 6,591.98 | 15,263.81 | |
| 10/01/2018 | 8,911.94 | 6,351.87 | 15,263.81 | |
| 11/01/2018 | 8,729.37 | 6,534.44 | 15,263.81 | |
| 12/01/2018 | 8,967.80 | 6,296.01 | 15,263.81 | 183,165.71 |
| 01/01/2019 | 8,787.28 | 6,476.53 | 15,263.81 | |
| 02/01/2019 | 8,816.03 | 6,447.78 | 15,263.81 | |
| 03/01/2019 | 9,466.07 | 5,797.74 | 15,263.81 | |
| 04/01/2019 | 8,875.85 | 6,387.95 | 15,263.80 | |
| 05/01/2019 | 9,110.02 | 6,153.78 | 15,263.80 | |
| 06/01/2019 | 8,934.71 | 6,329.10 | 15,263.81 | |
| 07/01/2019 | 9,167.17 | 6,096.64 | 15,263.81 | |
| 08/01/2019 | 8,993.94 | 6,269.87 | 15,263.81 | |
| 09/01/2019 | 9,023.37 | 6,240.44 | 15,263.81 | |
| 10/01/2019 | 9,253.25 | 6,010.56 | 15,263.81 | |
| 11/01/2019 | 9,083.18 | 6,180.63 | 15,263.81 | |
| 12/01/2019 | 9,311.31 | 5,952.49 | 15,263.80 | 183,165.69 |
| 01/01/2020 | 9,143.37 | 6,120.44 | 15,263.81 | |
| 02/01/2020 | 9,173.29 | 6,090.52 | 15,263.81 | |
| 03/01/2020 | 9,594.30 | 5,669.51 | 15,263.81 | |
| 04/01/2020 | 9,234.70 | 6,029.11 | 15,263.81 | |
| 05/01/2020 | 9,458.43 | 5,805.38 | 15,263.81 | |
| 06/01/2020 | 9,295.87 | 5,967.94 | 15,263.81 | |
| 07/01/2020 | 9,517.82 | 5,745.99 | 15,263.81 | |
| 08/01/2020 | 9,357.43 | 5,906.38 | 15,263.81 | |
| 09/01/2020 | 9,388.05 | 5,875.76 | 15,263.81 | |
| 10/01/2020 | 9,607.32 | 5,656.49 | 15,263.81 | |
| 11/01/2020 | 9,450.21 | 5,813.60 | 15,263.81 | |
| 12/01/2020 | 9,667.67 | 5,596.14 | 15,263.81 | 183,165.72 |
| 01/01/2021 | 9,512.76 | 5,751.05 | 15,263.81 | |
| 02/01/2021 | 9,543.89 | 5,719.92 | 15,263.81 | |
| 03/01/2021 | 10,125.64 | 5,138.17 | 15,263.81 | |
| 04/01/2021 | 9,608.25 | 5,655.55 | 15,263.80 | |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 05/01/2021 | 9,821.12 | 5,442.69 | 15,263.81 | |
| 06/01/2021 | 9,671.83 | 5,591.98 | 15,263.81 | |
| 07/01/2021 | 9,882.85 | 5,380.96 | 15,263.81 | |
| 08/01/2021 | 9,735.82 | 5,527.99 | 15,263.81 | |
| 09/01/2021 | 9,767.68 | 5,496.13 | 15,263.81 | |
| 10/01/2021 | 9,975.90 | 5,287.91 | 15,263.81 | |
| 11/01/2021 | 9,832.28 | 5,431.53 | 15,263.81 | |
| 12/01/2021 | 10,038.63 | 5,225.18 | 15,263.81 | 183,165.71 |
| 01/01/2022 | 9,897.30 | 5,366.50 | 15,263.80 | |
| 02/01/2022 | 9,929.69 | 5,334.12 | 15,263.81 | |
| 03/01/2022 | 10,475.24 | 4,788.57 | 15,263.81 | |
| 04/01/2022 | 9,996.46 | 5,267.35 | 15,263.81 | |
| 05/01/2022 | 10,198.03 | 5,065.78 | 15,263.81 | |
| 06/01/2022 | 10,062.54 | 5,201.27 | 15,263.81 | |
| 07/01/2022 | 10,262.19 | 5,001.62 | 15,263.81 | |
| 08/01/2022 | 10,129.05 | 5,134.76 | 15,263.81 | |
| 09/01/2022 | 10,162.19 | 5,101.62 | 15,263.81 | |
| 10/01/2022 | 10,358.94 | 4,904.87 | 15,263.81 | |
| 11/01/2022 | 10,229.34 | 5,034.47 | 15,263.81 | |
| 12/01/2022 | 10,424.14 | 4,839.67 | 15,263.81 | 183,165.71 |
| 01/01/2023 | 10,296.92 | 13,070.75 | 23,367.67 | |
| 02/01/2023 | 10,330.62 | 12,982.08 | 23,312.70 | |
| 03/01/2023 | 10,838.56 | 11,645.40 | 22,483.96 | |
| 04/01/2023 | 10,399.89 | 12,799.79 | 23,199.68 | |
| 05/01/2023 | 10,589.72 | 12,300.23 | 22,889.95 | |
| 06/01/2023 | 10,468.57 | 12,619.05 | 23,087.62 | |
| 07/01/2023 | 10,656.41 | 12,124.74 | 22,781.15 | |
| 08/01/2023 | 10,537.70 | 12,437.14 | 22,974.84 | |
| 09/01/2023 | 10,572.18 | 12,346.40 | 22,918.58 | |
| 10/01/2023 | 10,757.00 | 11,860.02 | 22,617.02 | |
| 11/01/2023 | 10,641.97 | 12,162.73 | 22,804.70 | |
| 12/01/2023 | 10,824.76 | 11,681.70 | 22,506.46 | 274,944.33 |
| 01/01/2024 | 10,712.22 | 11,977.88 | 22,690.10 | |
| 02/01/2024 | 10,747.27 | 11,885.63 | 22,632.90 | |
| 03/01/2024 | 11,071.56 | 11,032.24 | 22,103.80 | |
| 04/01/2024 | 10,818.66 | 11,697.75 | 22,516.41 | |
| 05/01/2024 | 10,996.32 | 11,230.24 | 22,226.56 | |
| 06/01/2024 | 10,890.05 | 11,509.90 | 22,399.95 | |
| 07/01/2024 | 11,065.62 | 11,047.86 | 22,113.48 | |
| 08/01/2024 | 10,961.89 | 11,320.83 | 22,282.72 | |
| 09/01/2024 | 10,997.76 | 11,226.44 | 22,224.20 | |
| 10/01/2024 | 11,170.20 | 10,772.65 | 21,942.85 | |
| 11/01/2024 | 11,070.30 | 11,035.55 | 22,105.85 | |
| 12/01/2024 | 11,240.63 | 10,587.31 | 21,827.94 | 267,066.76 |
| 01/01/2025 | 11,143.31 | 10,843.43 | 21,986.74 | |
| 02/01/2025 | 11,179.77 | 10,747.47 | 21,927.24 | |
| 03/01/2025 | 11,608.04 | 9,620.44 | 21,228.48 | |
| 04/01/2025 | 11,254.34 | 10,551.24 | 21,805.58 | |
| 05/01/2025 | 11,419.31 | 10,117.09 | 21,536.40 | |
| 06/01/2025 | 11,328.53 | 10,356.00 | 21,684.53 | |
| 07/01/2025 | 11,491.35 | 9,927.53 | 21,418.88 | |
| 08/01/2025 | 11,403.20 | 10,159.49 | 21,562.69 | |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 09/01/2025 | 11,440.52 | 10,061.30 | 21,501.82 | |
| 10/01/2025 | 11,600.08 | 9,641.40 | 21,241.48 | |
| 11/01/2025 | 11,515.91 | 9,862.89 | 21,378.80 | |
| 12/01/2025 | 11,673.28 | 9,448.77 | 21,122.05 | 258,394.69 |
| 01/01/2026 | 11,591.79 | 9,663.21 | 21,255.00 | |
| 02/01/2026 | 11,629.72 | 9,563.39 | 21,193.11 | |
| 03/01/2026 | 12,015.78 | 8,547.45 | 20,563.23 | |
| 04/01/2026 | 11,707.09 | 9,359.78 | 21,066.87 | |
| 05/01/2026 | 11,858.90 | 8,960.29 | 20,819.19 | |
| 06/01/2026 | 11,784.21 | 9,156.85 | 20,941.06 | |
| 07/01/2026 | 11,933.77 | 8,763.26 | 20,697.03 | |
| 08/01/2026 | 11,861.82 | 8,952.61 | 20,814.43 | |
| 09/01/2026 | 11,900.63 | 8,850.46 | 20,751.09 | |
| 10/01/2026 | 12,046.81 | 8,465.79 | 20,512.60 | |
| 11/01/2026 | 11,978.99 | 8,644.25 | 20,623.24 | |
| 12/01/2026 | 12,122.89 | 8,265.58 | 20,388.47 | 249,625.32 |
| 01/01/2027 | 12,057.86 | 8,436.71 | 20,494.57 | |
| 02/01/2027 | 12,097.32 | 8,332.87 | 20,430.19 | |
| 03/01/2027 | 12,439.51 | 7,432.38 | 19,871.89 | |
| 04/01/2027 | 12,177.61 | 8,121.59 | 20,299.20 | |
| 05/01/2027 | 12,315.72 | 7,758.12 | 20,073.84 | |
| 06/01/2027 | 12,257.75 | 7,910.67 | 20,168.42 | |
| 07/01/2027 | 12,393.54 | 7,553.34 | 19,946.88 | |
| 08/01/2027 | 12,338.42 | 7,698.40 | 20,036.82 | |
| 09/01/2027 | 12,378.79 | 7,592.15 | 19,970.94 | |
| 10/01/2027 | 12,511.06 | 7,244.08 | 19,755.14 | |
| 11/01/2027 | 12,460.24 | 7,377.82 | 19,838.06 | |
| 12/01/2027 | 12,590.13 | 7,035.99 | 19,626.12 | 240,512.07 |
| 01/01/2028 | 12,542.21 | 7,162.11 | 19,704.32 | |
| 02/01/2028 | 12,583.25 | 7,054.10 | 19,637.35 | |
| 03/01/2028 | 12,794.71 | 6,497.64 | 19,292.35 | |
| 04/01/2028 | 12,666.29 | 6,835.57 | 19,501.86 | |
| 05/01/2028 | 12,790.19 | 6,509.52 | 19,299.71 | |
| 06/01/2028 | 12,749.59 | 6,616.36 | 19,365.95 | |
| 07/01/2028 | 12,871.07 | 6,296.69 | 19,167.76 | |
| 08/01/2028 | 12,833.43 | 6,395.74 | 19,229.17 | |
| 09/01/2028 | 12,875.42 | 6,285.23 | 19,160.65 | |
| 10/01/2028 | 12,993.24 | 5,975.19 | 18,968.43 | |
| 11/01/2028 | 12,960.07 | 6,062.47 | 19,022.54 | |
| 12/01/2028 | 13,075.42 | 5,758.91 | 18,834.33 | 231,184.42 |
| 01/01/2029 | 13,045.26 | 5,838.28 | 18,883.54 | |
| 02/01/2029 | 13,087.95 | 5,725.94 | 18,813.89 | |
| 03/01/2029 | 13,337.20 | 5,070.03 | 18,407.23 | |
| 04/01/2029 | 13,174.42 | 5,498.39 | 18,672.81 | |
| 05/01/2029 | 13,283.54 | 5,211.24 | 18,494.78 | |
| 06/01/2029 | 13,260.99 | 5,270.56 | 18,531.55 | |
| 07/01/2029 | 13,367.60 | 4,990.04 | 18,357.64 | |
| 08/01/2029 | 13,348.13 | 5,041.26 | 18,389.39 | |
| 09/01/2029 | 13,391.81 | 4,926.32 | 18,318.13 | |
| 10/01/2029 | 13,494.60 | 4,655.81 | 18,150.41 | |
| 11/01/2029 | 13,479.79 | 4,694.80 | 18,174.59 | |
| 12/01/2029 | 13,580.02 | 4,431.02 | 18,011.04 | 221,205.00 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2030 | 13,568.33 | 4,461.78 | 18,030.11 | |
| 02/01/2030 | 13,612.73 | 4,344.94 | 17,957.67 | |
| 03/01/2030 | 13,812.75 | 3,818.59 | 17,631.34 | |
| 04/01/2030 | 13,702.47 | 4,108.78 | 17,811.25 | |
| 05/01/2030 | 13,796.23 | 3,862.05 | 17,658.28 | |
| 06/01/2030 | 13,792.45 | 3,871.98 | 17,664.43 | |
| 07/01/2030 | 13,883.59 | 3,632.15 | 17,515.74 | |
| 08/01/2030 | 13,883.02 | 3,633.66 | 17,516.68 | |
| 09/01/2030 | 13,928.44 | 3,514.12 | 17,442.56 | |
| 10/01/2030 | 14,015.63 | 3,284.69 | 17,300.32 | |
| 11/01/2030 | 14,019.88 | 3,273.49 | 17,293.37 | |
| 12/01/2030 | 14,104.41 | 3,051.06 | 17,155.47 | 210,977.22 |
| 01/01/2031 | 14,111.91 | 3,031.30 | 17,143.21 | |
| 02/01/2031 | 14,158.09 | 2,909.79 | 17,067.88 | |
| 03/01/2031 | 14,306.94 | 2,518.07 | 16,825.01 | |
| 04/01/2031 | 14,251.23 | 2,664.67 | 16,915.90 | |
| 05/01/2031 | 14,329.03 | 2,459.95 | 16,788.98 | |
| 06/01/2031 | 14,344.76 | 2,418.56 | 16,763.32 | |
| 07/01/2031 | 14,419.83 | 2,221.00 | 16,640.83 | |
| 08/01/2031 | 14,438.88 | 2,170.87 | 16,609.75 | |
| 09/01/2031 | 14,486.13 | 2,046.53 | 16,532.66 | |
| 10/01/2031 | 14,557.09 | 1,859.80 | 16,416.89 | |
| 11/01/2031 | 14,581.16 | 1,796.44 | 16,377.60 | |
| 12/01/2031 | 14,649.36 | 1,616.98 | 16,266.34 | 200,348.37 |
| 01/01/2032 | 14,676.81 | 1,544.73 | 16,221.54 | |
| 02/01/2032 | 14,724.84 | 1,418.35 | 16,143.19 | |
| 03/01/2032 | 14,804.68 | 1,208.22 | 16,012.90 | |
| 04/01/2032 | 14,821.46 | 1,164.06 | 15,985.52 | |
| 05/01/2032 | 14,882.67 | 1,003.00 | 15,885.67 | |
| 06/01/2032 | 14,918.66 | 908.28 | 15,826.94 | |
| 07/01/2032 | 14,977.04 | 754.66 | 15,731.70 | |
| 08/01/2032 | 15,016.49 | 650.84 | 15,667.33 | |
| 09/01/2032 | 15,065.63 | 521.54 | 15,587.17 | |
| 10/01/2032 | 15,119.73 | 379.16 | 15,498.89 | |
| 11/01/2032 | 15,164.40 | 261.61 | 15,426.01 | |
| 12/01/2032 | 15,215.63 | 126.80 | 15,342.43 | 189,329.29 |
| | 2,550,000.00 | 1,623,209.36 | 4,173,209.36 | 4,173,209.36 |

EXHIBIT G

MAXIMUM ANNUAL
DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Notes of 2012 (Combined)
** Maximum Annual Debt Service Schedule **

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 12/01/2013 | 211,546.80 | 187,882.90 | 399,429.70 |
| 12/01/2014 | 220,819.25 | 183,098.43 | 403,917.68 |
| 12/01/2015 | 227,975.15 | 175,942.54 | 403,917.69 |
| 12/01/2016 | 234,899.63 | 169,018.08 | 403,917.71 |
| 12/01/2017 | 243,004.73 | 160,912.96 | 403,917.69 |
| 12/01/2018 | 250,911.40 | 172,326.27 | 423,237.67 |
| 12/01/2019 | 259,086.28 | 163,173.78 | 422,260.06 |
| 12/01/2020 | 267,154.68 | 154,134.77 | 421,289.45 |
| 12/01/2021 | 276,265.84 | 143,910.53 | 420,176.37 |
| 12/01/2022 | 285,303.19 | 133,761.07 | 419,064.26 |
| 12/01/2023 | 294,648.74 | 283,055.16 | 577,703.90 |
| 12/01/2024 | 304,031.00 | 258,755.81 | 562,786.81 |
| 12/01/2025 | 314,298.80 | 232,156.13 | 546,454.93 |
| 12/01/2026 | 324,635.74 | 205,372.25 | 530,007.99 |
| 12/01/2027 | 335,327.00 | 177,664.52 | 512,991.52 |
| 12/01/2028 | 346,219.28 | 149,430.12 | 495,649.40 |
| 12/01/2029 | 357,817.67 | 119,359.00 | 477,176.67 |
| 12/01/2030 | 369,649.21 | 88,676.96 | 458,326.17 |
| 12/01/2031 | 381,888.39 | 56,931.35 | 438,819.74 |
| 12/01/2032 | 394,517.22 | 24,168.04 | 418,685.26 |
| | 5,900,000.00 | 3,239,730.67 | 9,139,730.67 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Lease Revenue Note, Series of 2012
(District Justice Office - West Hanover Township Project)
** Maximum Annual Debt Service Schedule **
(2.60% through 12/1/22 / 6.50% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 06/01/2013 | | 18,512.00 | 18,512.00 | |
| 12/01/2013 | 55,032.40 | 19,032.00 | 74,064.40 | 92,576.40 |
| 06/01/2014 | | 18,204.63 | 18,204.63 | |
| 12/01/2014 | 57,107.30 | 18,304.66 | 75,411.96 | 93,616.59 |
| 06/01/2015 | | 17,453.99 | 17,453.99 | |
| 12/01/2015 | 58,612.71 | 17,549.89 | 76,162.60 | 93,616.59 |
| 06/01/2016 | | 16,775.22 | 16,775.22 | |
| 12/01/2016 | 60,066.14 | 16,775.22 | 76,841.36 | 93,616.58 |
| 06/01/2017 | | 15,894.02 | 15,894.02 | |
| 12/01/2017 | 61,741.22 | 15,981.35 | 77,722.57 | 93,616.59 |
| 06/01/2018 | | 15,082.46 | 15,082.46 | |
| 12/01/2018 | 63,368.78 | 15,165.34 | 78,534.12 | 93,616.58 |
| 06/01/2019 | | 14,249.52 | 14,249.52 | |
| 12/01/2019 | 65,039.26 | 14,327.81 | 79,367.07 | 93,616.59 |
| 06/01/2020 | | 13,468.21 | 13,468.21 | |
| 12/01/2020 | 66,680.17 | 13,468.21 | 80,148.38 | 93,616.59 |
| 06/01/2021 | | 12,518.14 | 12,518.14 | |
| 12/01/2021 | 68,511.53 | 12,586.92 | 81,098.45 | 93,616.59 |
| 06/01/2022 | | 11,617.59 | 11,617.59 | |
| 12/01/2022 | 70,317.57 | 11,681.43 | 81,999.00 | 93,616.59 |
| 06/01/2023 | | 26,733.27 | 26,733.27 | |
| 12/01/2023 | 72,171.21 | 26,880.15 | 99,051.36 | 125,784.63 |
| 06/01/2024 | | 24,495.50 | 24,495.50 | |
| 12/01/2024 | 74,020.19 | 24,495.50 | 98,515.69 | 123,011.19 |
| 06/01/2025 | | 21,929.26 | 21,929.26 | |
| 12/01/2025 | 76,024.98 | 22,049.75 | 98,074.73 | 120,003.99 |
| 06/01/2026 | | 19,430.99 | 19,430.99 | |
| 12/01/2026 | 78,029.09 | 19,537.75 | 97,566.84 | 116,997.83 |
| 06/01/2027 | | 16,866.87 | 16,866.87 | |
| 12/01/2027 | 80,086.02 | 16,959.54 | 97,045.56 | 113,912.43 |
| 06/01/2028 | | 14,313.37 | 14,313.37 | |
| 12/01/2028 | 82,165.89 | 14,313.37 | 96,479.26 | 110,792.63 |
| 06/01/2029 | | 11,535.09 | 11,535.09 | |
| 12/01/2029 | 84,363.16 | 11,598.47 | 95,961.63 | 107,496.72 |
| 06/01/2030 | | 8,762.82 | 8,762.82 | |
| 12/01/2030 | 86,587.07 | 8,810.97 | 95,398.04 | 104,160.86 |
| 06/01/2031 | | 5,917.47 | 5,917.47 | |
| 12/01/2031 | 88,869.60 | 5,949.99 | 94,819.59 | 100,737.06 |
| 06/01/2032 | | 3,013.59 | 3,013.59 | |
| 12/01/2032 | 91,205.71 | 3,013.59 | 94,219.30 | 97,232.89 |
| | 1,440,000.00 | 615,255.92 | 2,055,255.92 | 2,055,255.92 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Lease Revenue Note, Series of 2012
(District Justice Office - Lower Paxton Township Project)
** Maximum Annual Debt Service Schedule **
(2.60% through 12/1/22 / 6.50% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 06/01/2013 | | 20,633.17 | 20,633.17 | |
| 12/01/2013 | 61,338.20 | 21,212.75 | 82,550.95 | 103,184.12 |
| 06/01/2014 | | 20,290.58 | 20,290.58 | |
| 12/01/2014 | 63,650.85 | 20,402.06 | 84,052.91 | 104,343.49 |
| 06/01/2015 | | 19,453.92 | 19,453.92 | |
| 12/01/2015 | 65,328.75 | 19,560.81 | 84,889.56 | 104,343.48 |
| 06/01/2016 | | 18,697.38 | 18,697.38 | |
| 12/01/2016 | 66,948.72 | 18,697.38 | 85,646.10 | 104,343.48 |
| 06/01/2017 | | 17,715.21 | 17,715.21 | |
| 12/01/2017 | 68,815.73 | 17,812.54 | 86,628.27 | 104,343.48 |
| 06/01/2018 | | 16,810.66 | 16,810.66 | |
| 12/01/2018 | 70,629.79 | 16,903.03 | 87,532.82 | 104,343.48 |
| 06/01/2019 | | 15,882.27 | 15,882.27 | |
| 12/01/2019 | 72,491.67 | 15,969.54 | 88,461.21 | 104,343.48 |
| 06/01/2020 | | 15,011.44 | 15,011.44 | |
| 12/01/2020 | 74,320.60 | 15,011.44 | 89,332.04 | 104,343.48 |
| 06/01/2021 | | 13,952.51 | 13,952.51 | |
| 12/01/2021 | 76,361.81 | 14,029.17 | 90,390.98 | 104,343.49 |
| 06/01/2022 | | 12,948.77 | 12,948.77 | |
| 12/01/2022 | 78,374.79 | 13,019.92 | 91,394.71 | 104,343.48 |
| 06/01/2023 | | 29,796.45 | 29,796.45 | |
| 12/01/2023 | 80,440.84 | 29,960.17 | 110,401.01 | 140,197.46 |
| 06/01/2024 | | 27,302.27 | 27,302.27 | |
| 12/01/2024 | 82,501.67 | 27,302.27 | 109,803.94 | 137,106.21 |
| 06/01/2025 | | 24,441.98 | 24,441.98 | |
| 12/01/2025 | 84,736.18 | 24,576.28 | 109,312.46 | 133,754.44 |
| 06/01/2026 | | 21,657.46 | 21,657.46 | |
| 12/01/2026 | 86,969.92 | 21,776.45 | 108,746.37 | 130,403.83 |
| 06/01/2027 | | 18,799.53 | 18,799.53 | |
| 12/01/2027 | 89,262.54 | 18,902.82 | 108,165.36 | 126,964.89 |
| 06/01/2028 | | 15,953.44 | 15,953.44 | |
| 12/01/2028 | 91,580.73 | 15,953.44 | 107,534.17 | 123,487.61 |
| 06/01/2029 | | 12,856.82 | 12,856.82 | |
| 12/01/2029 | 94,029.77 | 12,927.46 | 106,957.23 | 119,814.05 |
| 06/01/2030 | | 9,766.90 | 9,766.90 | |
| 12/01/2030 | 96,508.50 | 9,820.56 | 106,329.06 | 116,095.96 |
| 06/01/2031 | | 6,595.52 | 6,595.52 | |
| 12/01/2031 | 99,052.57 | 6,631.76 | 105,684.33 | 112,279.85 |
| 06/01/2032 | | 3,358.90 | 3,358.90 | |
| 12/01/2032 | 101,656.37 | 3,358.90 | 105,015.27 | 108,374.17 |
| | 1,605,000.00 | 685,753.93 | 2,290,753.93 | 2,290,753.93 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 12/01/2013 | 9,729.24 | 12,809.44 | 22,538.68 |
| 12/01/2014 | 10,270.46 | 12,521.47 | 22,791.93 |
| 12/01/2015 | 10,721.86 | 12,070.06 | 22,791.92 |
| 12/01/2016 | 11,159.87 | 11,632.03 | 22,791.90 |
| 12/01/2017 | 11,683.58 | 11,108.32 | 22,791.90 |
| 12/01/2018 | 12,197.11 | 29,914.74 | 42,111.85 |
| 12/01/2019 | 12,733.17 | 28,401.11 | 41,134.28 |
| 12/01/2020 | 13,265.45 | 26,898.20 | 40,163.65 |
| 12/01/2021 | 13,875.85 | 25,174.72 | 39,050.57 |
| 12/01/2022 | 14,485.72 | 23,452.77 | 37,938.49 |
| 12/01/2023 | 15,122.39 | 21,655.10 | 36,777.49 |
| 12/01/2024 | 15,766.66 | 19,836.01 | 35,602.67 |
| 12/01/2025 | 16,480.00 | 17,821.84 | 34,301.84 |
| 12/01/2026 | 17,204.33 | 15,776.67 | 32,981.00 |
| 12/01/2027 | 17,960.49 | 13,641.65 | 31,602.14 |
| 12/01/2028 | 18,737.77 | 11,446.98 | 30,184.75 |
| 12/01/2029 | 19,573.43 | 9,087.46 | 28,660.89 |
| 12/01/2030 | 20,433.71 | 6,658.42 | 27,092.13 |
| 12/01/2031 | 21,331.81 | 4,122.63 | 25,454.44 |
| 12/01/2032 | 22,267.10 | 1,481.81 | 23,748.91 |
| | 305,000.00 | 315,511.43 | 620,511.43 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2013 | 673.89 | 972.19 | 1,646.08 | |
| 02/01/2013 | 785.58 | 1,113.75 | 1,899.33 | |
| 03/01/2013 | 895.96 | 1,003.37 | 1,899.33 | |
| 04/01/2013 | 791.73 | 1,107.60 | 1,899.33 | |
| 05/01/2013 | 830.26 | 1,069.06 | 1,899.32 | |
| 06/01/2013 | 797.67 | 1,101.66 | 1,899.33 | |
| 07/01/2013 | 836.03 | 1,063.30 | 1,899.33 | |
| 08/01/2013 | 803.65 | 1,095.68 | 1,899.33 | |
| 09/01/2013 | 806.59 | 1,092.74 | 1,899.33 | |
| 10/01/2013 | 844.69 | 1,054.63 | 1,899.32 | |
| 11/01/2013 | 812.63 | 1,086.70 | 1,899.33 | |
| 12/01/2013 | 850.56 | 1,048.76 | 1,899.32 | 22,538.68 |
| 01/01/2014 | 818.72 | 1,080.61 | 1,899.33 | |
| 02/01/2014 | 821.71 | 1,077.61 | 1,899.32 | |
| 03/01/2014 | 928.71 | 970.61 | 1,899.32 | |
| 04/01/2014 | 828.12 | 1,071.21 | 1,899.33 | |
| 05/01/2014 | 865.61 | 1,033.72 | 1,899.33 | |
| 06/01/2014 | 834.32 | 1,065.01 | 1,899.33 | |
| 07/01/2014 | 871.63 | 1,027.70 | 1,899.33 | |
| 08/01/2014 | 840.56 | 1,058.76 | 1,899.32 | |
| 09/01/2014 | 843.64 | 1,055.69 | 1,899.33 | |
| 10/01/2014 | 880.68 | 1,018.65 | 1,899.33 | |
| 11/01/2014 | 849.95 | 1,049.38 | 1,899.33 | |
| 12/01/2014 | 886.81 | 1,012.52 | 1,899.33 | 22,791.93 |
| 01/01/2015 | 856.30 | 1,043.02 | 1,899.32 | |
| 02/01/2015 | 859.44 | 1,039.89 | 1,899.33 | |
| 03/01/2015 | 962.91 | 936.41 | 1,899.32 | |
| 04/01/2015 | 866.11 | 1,033.22 | 1,899.33 | |
| 05/01/2015 | 902.50 | 996.82 | 1,899.32 | |
| 06/01/2015 | 872.58 | 1,026.75 | 1,899.33 | |
| 07/01/2015 | 908.79 | 990.53 | 1,899.32 | |
| 08/01/2015 | 879.10 | 1,020.23 | 1,899.33 | |
| 09/01/2015 | 882.32 | 1,017.01 | 1,899.33 | |
| 10/01/2015 | 918.25 | 981.08 | 1,899.33 | |
| 11/01/2015 | 888.91 | 1,010.42 | 1,899.33 | |
| 12/01/2015 | 924.65 | 974.68 | 1,899.33 | 22,791.92 |
| 01/01/2016 | 895.54 | 1,003.78 | 1,899.32 | |
| 02/01/2016 | 898.82 | 1,000.51 | 1,899.33 | |
| 03/01/2016 | 966.45 | 932.88 | 1,899.33 | |
| 04/01/2016 | 905.65 | 993.68 | 1,899.33 | |
| 05/01/2016 | 940.91 | 958.42 | 1,899.33 | |
| 06/01/2016 | 912.40 | 986.92 | 1,899.32 | |
| 07/01/2016 | 947.47 | 951.85 | 1,899.32 | |
| 08/01/2016 | 919.21 | 980.11 | 1,899.32 | |
| 09/01/2016 | 922.58 | 976.75 | 1,899.33 | |
| 10/01/2016 | 957.35 | 941.97 | 1,899.32 | |
| 11/01/2016 | 929.46 | 969.87 | 1,899.33 | |
| 12/01/2016 | 964.03 | 935.29 | 1,899.32 | 22,791.90 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2017 | 936.38 | 962.94 | 1,899.32 | |
| 02/01/2017 | 939.81 | 959.51 | 1,899.32 | |
| 03/01/2017 | 1,035.77 | 863.55 | 1,899.32 | |
| 04/01/2017 | 947.04 | 952.28 | 1,899.32 | |
| 05/01/2017 | 981.11 | 918.21 | 1,899.32 | |
| 06/01/2017 | 954.10 | 945.23 | 1,899.33 | |
| 07/01/2017 | 987.97 | 911.36 | 1,899.33 | |
| 08/01/2017 | 961.21 | 938.12 | 1,899.33 | |
| 09/01/2017 | 964.72 | 934.60 | 1,899.32 | |
| 10/01/2017 | 998.29 | 901.04 | 1,899.33 | |
| 11/01/2017 | 971.91 | 927.42 | 1,899.33 | |
| 12/01/2017 | 1,005.27 | 894.06 | 1,899.33 | 22,791.90 |
| 01/01/2018 | 979.14 | 2,598.16 | 3,577.30 | |
| 02/01/2018 | 982.73 | 2,588.04 | 3,570.77 | |
| 03/01/2018 | 1,074.68 | 2,328.42 | 3,403.10 | |
| 04/01/2018 | 990.26 | 2,566.78 | 3,557.04 | |
| 05/01/2018 | 1,023.09 | 2,474.08 | 3,497.17 | |
| 06/01/2018 | 997.62 | 2,545.98 | 3,543.60 | |
| 07/01/2018 | 1,030.25 | 2,453.87 | 3,484.12 | |
| 08/01/2018 | 1,005.05 | 2,525.02 | 3,530.07 | |
| 09/01/2018 | 1,008.72 | 2,514.64 | 3,523.36 | |
| 10/01/2018 | 1,041.03 | 2,423.43 | 3,464.46 | |
| 11/01/2018 | 1,016.23 | 2,493.46 | 3,509.69 | |
| 12/01/2018 | 1,048.31 | 2,402.86 | 3,451.17 | 42,111.85 |
| 01/01/2019 | 1,023.78 | 2,472.12 | 3,495.90 | |
| 02/01/2019 | 1,027.53 | 2,461.55 | 3,489.08 | |
| 03/01/2019 | 1,115.29 | 2,213.74 | 3,329.03 | |
| 04/01/2019 | 1,035.37 | 2,439.40 | 3,474.77 | |
| 05/01/2019 | 1,066.91 | 2,350.36 | 3,417.27 | |
| 06/01/2019 | 1,043.06 | 2,417.68 | 3,460.74 | |
| 07/01/2019 | 1,074.38 | 2,329.26 | 3,403.64 | |
| 08/01/2019 | 1,050.81 | 2,395.80 | 3,446.61 | |
| 09/01/2019 | 1,054.66 | 2,384.94 | 3,439.60 | |
| 10/01/2019 | 1,085.64 | 2,297.46 | 3,383.10 | |
| 11/01/2019 | 1,062.49 | 2,362.82 | 3,425.31 | |
| 12/01/2019 | 1,093.25 | 2,275.98 | 3,369.23 | 41,134.28 |
| 01/01/2020 | 1,070.38 | 2,340.55 | 3,410.93 | |
| 02/01/2020 | 1,074.30 | 2,329.49 | 3,403.79 | |
| 03/01/2020 | 1,131.20 | 2,168.81 | 3,300.01 | |
| 04/01/2020 | 1,082.37 | 2,306.70 | 3,389.07 | |
| 05/01/2020 | 1,112.56 | 2,221.46 | 3,334.02 | |
| 06/01/2020 | 1,090.40 | 2,284.02 | 3,374.42 | |
| 07/01/2020 | 1,120.36 | 2,199.44 | 3,319.80 | |
| 08/01/2020 | 1,098.49 | 2,261.17 | 3,359.66 | |
| 09/01/2020 | 1,102.51 | 2,249.82 | 3,352.33 | |
| 10/01/2020 | 1,132.12 | 2,166.22 | 3,298.34 | |
| 11/01/2020 | 1,110.69 | 2,226.73 | 3,337.42 | |
| 12/01/2020 | 1,140.07 | 2,143.79 | 3,283.86 | 40,163.65 |
| 01/01/2021 | 1,118.93 | 2,203.47 | 3,322.40 | |
| 02/01/2021 | 1,123.02 | 2,191.91 | 3,314.93 | |
| 03/01/2021 | 1,201.86 | 1,969.31 | 3,171.17 | |
| 04/01/2021 | 1,131.53 | 2,167.89 | 3,299.42 | |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 05/01/2021 | 1,160.31 | 2,086.64 | 3,246.95 | |
| 06/01/2021 | 1,139.92 | 2,144.20 | 3,284.12 | |
| 07/01/2021 | 1,168.45 | 2,063.64 | 3,232.09 | |
| 08/01/2021 | 1,148.37 | 2,120.35 | 3,268.72 | |
| 09/01/2021 | 1,152.57 | 2,108.48 | 3,261.05 | |
| 10/01/2021 | 1,180.74 | 2,028.94 | 3,209.68 | |
| 11/01/2021 | 1,161.11 | 2,084.37 | 3,245.48 | |
| 12/01/2021 | 1,189.04 | 2,005.52 | 3,194.56 | 39,050.57 |
| 01/01/2022 | 1,169.71 | 2,060.09 | 3,229.80 | |
| 02/01/2022 | 1,173.99 | 2,048.00 | 3,221.99 | |
| 03/01/2022 | 1,248.07 | 1,838.85 | 3,086.92 | |
| 04/01/2022 | 1,182.86 | 2,022.97 | 3,205.83 | |
| 05/01/2022 | 1,210.16 | 1,945.89 | 3,156.05 | |
| 06/01/2022 | 1,191.61 | 1,998.25 | 3,189.86 | |
| 07/01/2022 | 1,218.66 | 1,921.87 | 3,140.53 | |
| 08/01/2022 | 1,200.43 | 1,973.34 | 3,173.77 | |
| 09/01/2022 | 1,204.83 | 1,960.94 | 3,165.77 | |
| 10/01/2022 | 1,231.50 | 1,885.63 | 3,117.13 | |
| 11/01/2022 | 1,213.74 | 1,935.76 | 3,149.50 | |
| 12/01/2022 | 1,240.16 | 1,861.18 | 3,101.34 | 37,938.49 |
| 01/01/2023 | 1,222.72 | 1,910.40 | 3,133.12 | |
| 02/01/2023 | 1,227.20 | 1,897.77 | 3,124.97 | |
| 03/01/2023 | 1,296.30 | 1,702.66 | 2,998.96 | |
| 04/01/2023 | 1,236.43 | 1,871.69 | 3,108.12 | |
| 05/01/2023 | 1,262.20 | 1,798.95 | 3,061.15 | |
| 06/01/2023 | 1,245.58 | 1,845.87 | 3,091.45 | |
| 07/01/2023 | 1,271.08 | 1,773.87 | 3,044.95 | |
| 08/01/2023 | 1,254.79 | 1,819.87 | 3,074.66 | |
| 09/01/2023 | 1,259.38 | 1,806.90 | 3,066.28 | |
| 10/01/2023 | 1,284.49 | 1,736.02 | 3,020.51 | |
| 11/01/2023 | 1,268.69 | 1,780.61 | 3,049.30 | |
| 12/01/2023 | 1,293.53 | 1,710.49 | 3,004.02 | 36,777.49 |
| 01/01/2024 | 1,278.07 | 1,754.14 | 3,032.21 | |
| 02/01/2024 | 1,282.75 | 1,740.93 | 3,023.68 | |
| 03/01/2024 | 1,326.92 | 1,616.21 | 2,943.13 | |
| 04/01/2024 | 1,292.30 | 1,713.96 | 3,006.26 | |
| 05/01/2024 | 1,316.45 | 1,645.75 | 2,962.20 | |
| 06/01/2024 | 1,301.84 | 1,687.01 | 2,988.85 | |
| 07/01/2024 | 1,325.73 | 1,619.57 | 2,945.30 | |
| 08/01/2024 | 1,311.46 | 1,659.86 | 2,971.32 | |
| 09/01/2024 | 1,316.26 | 1,646.30 | 2,962.56 | |
| 10/01/2024 | 1,339.73 | 1,580.04 | 2,919.77 | |
| 11/01/2024 | 1,325.98 | 1,618.86 | 2,944.84 | |
| 12/01/2024 | 1,349.17 | 1,553.38 | 2,902.55 | 35,602.67 |
| 01/01/2025 | 1,335.77 | 1,591.22 | 2,926.99 | |
| 02/01/2025 | 1,340.66 | 1,577.41 | 2,918.07 | |
| 03/01/2025 | 1,399.15 | 1,412.25 | 2,811.40 | |
| 04/01/2025 | 1,350.69 | 1,549.10 | 2,899.79 | |
| 05/01/2025 | 1,373.17 | 1,485.62 | 2,858.79 | |
| 06/01/2025 | 1,360.65 | 1,520.96 | 2,881.61 | |
| 07/01/2025 | 1,382.85 | 1,458.29 | 2,841.14 | |
| 08/01/2025 | 1,370.69 | 1,492.61 | 2,863.30 | |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 09/01/2025 | 1,375.71 | 1,478.44 | 2,854.15 | |
| 10/01/2025 | 1,397.47 | 1,416.99 | 2,814.46 | |
| 11/01/2025 | 1,385.86 | 1,449.79 | 2,835.65 | |
| 12/01/2025 | 1,407.33 | 1,389.16 | 2,796.49 | 34,301.84 |
| 01/01/2026 | 1,396.08 | 1,420.92 | 2,817.00 | |
| 02/01/2026 | 1,401.19 | 1,406.50 | 2,807.69 | |
| 03/01/2026 | 1,454.03 | 1,257.31 | 2,711.34 | |
| 04/01/2026 | 1,411.64 | 1,376.99 | 2,788.63 | |
| 05/01/2026 | 1,432.37 | 1,318.46 | 2,750.83 | |
| 06/01/2026 | 1,422.05 | 1,347.60 | 2,769.65 | |
| 07/01/2026 | 1,442.48 | 1,289.91 | 2,732.39 | |
| 08/01/2026 | 1,432.53 | 1,318.00 | 2,750.53 | |
| 09/01/2026 | 1,437.78 | 1,303.20 | 2,740.98 | |
| 10/01/2026 | 1,457.76 | 1,246.78 | 2,704.54 | |
| 11/01/2026 | 1,448.37 | 1,273.28 | 2,721.65 | |
| 12/01/2026 | 1,468.05 | 1,217.72 | 2,685.77 | 32,981.00 |
| 01/01/2027 | 1,459.05 | 1,243.14 | 2,702.19 | |
| 02/01/2027 | 1,464.38 | 1,228.07 | 2,692.45 | |
| 03/01/2027 | 1,511.32 | 1,095.55 | 2,606.87 | |
| 04/01/2027 | 1,475.28 | 1,197.32 | 2,672.60 | |
| 05/01/2027 | 1,494.18 | 1,143.94 | 2,638.12 | |
| 06/01/2027 | 1,486.14 | 1,166.63 | 2,652.77 | |
| 07/01/2027 | 1,504.73 | 1,114.14 | 2,618.87 | |
| 08/01/2027 | 1,497.09 | 1,135.73 | 2,632.82 | |
| 09/01/2027 | 1,502.57 | 1,120.26 | 2,622.83 | |
| 10/01/2027 | 1,520.69 | 1,069.10 | 2,589.79 | |
| 11/01/2027 | 1,513.63 | 1,089.02 | 2,602.65 | |
| 12/01/2027 | 1,531.43 | 1,038.75 | 2,570.18 | 31,602.14 |
| 01/01/2028 | 1,524.78 | 1,057.55 | 2,582.33 | |
| 02/01/2028 | 1,530.36 | 1,041.80 | 2,572.16 | |
| 03/01/2028 | 1,559.40 | 959.79 | 2,519.19 | |
| 04/01/2028 | 1,541.66 | 1,009.87 | 2,551.53 | |
| 05/01/2028 | 1,558.66 | 961.88 | 2,520.54 | |
| 06/01/2028 | 1,553.01 | 977.83 | 2,530.84 | |
| 07/01/2028 | 1,569.68 | 930.76 | 2,500.44 | |
| 08/01/2028 | 1,564.44 | 945.56 | 2,510.00 | |
| 09/01/2028 | 1,570.16 | 929.40 | 2,499.56 | |
| 10/01/2028 | 1,586.34 | 883.72 | 2,470.06 | |
| 11/01/2028 | 1,581.72 | 896.78 | 2,478.50 | |
| 12/01/2028 | 1,597.56 | 852.04 | 2,449.60 | 30,184.75 |
| 01/01/2029 | 1,593.35 | 863.93 | 2,457.28 | |
| 02/01/2029 | 1,599.18 | 847.46 | 2,446.64 | |
| 03/01/2029 | 1,633.51 | 750.53 | 2,384.04 | |
| 04/01/2029 | 1,611.01 | 814.06 | 2,425.07 | |
| 05/01/2029 | 1,626.02 | 771.69 | 2,397.71 | |
| 06/01/2029 | 1,622.86 | 780.61 | 2,403.47 | |
| 07/01/2029 | 1,637.53 | 739.20 | 2,376.73 | |
| 08/01/2029 | 1,634.79 | 746.92 | 2,381.71 | |
| 09/01/2029 | 1,640.77 | 730.03 | 2,370.80 | |
| 10/01/2029 | 1,654.93 | 690.07 | 2,345.00 | |
| 11/01/2029 | 1,652.84 | 695.97 | 2,348.81 | |
| 12/01/2029 | 1,666.64 | 656.99 | 2,323.63 | 28,660.89 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(4.25% through 12/1/17 / 12.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2030 | 1,664.98 | 661.67 | 2,326.65 | |
| 02/01/2030 | 1,671.08 | 644.47 | 2,315.55 | |
| 03/01/2030 | 1,698.69 | 566.50 | 2,265.19 | |
| 04/01/2030 | 1,683.41 | 609.64 | 2,293.05 | |
| 05/01/2030 | 1,696.34 | 573.14 | 2,269.48 | |
| 06/01/2030 | 1,695.78 | 574.72 | 2,270.50 | |
| 07/01/2030 | 1,708.35 | 539.22 | 2,247.57 | |
| 08/01/2030 | 1,708.24 | 539.54 | 2,247.78 | |
| 09/01/2030 | 1,714.49 | 521.89 | 2,236.38 | |
| 10/01/2030 | 1,726.52 | 487.91 | 2,214.43 | |
| 11/01/2030 | 1,727.08 | 486.34 | 2,213.42 | |
| 12/01/2030 | 1,738.75 | 453.38 | 2,192.13 | 27,092.13 |
| 01/01/2031 | 1,739.77 | 450.52 | 2,190.29 | |
| 02/01/2031 | 1,746.13 | 432.54 | 2,178.67 | |
| 03/01/2031 | 1,766.73 | 374.39 | 2,141.12 | |
| 04/01/2031 | 1,758.99 | 396.24 | 2,155.23 | |
| 05/01/2031 | 1,769.75 | 365.87 | 2,135.62 | |
| 06/01/2031 | 1,771.90 | 359.78 | 2,131.68 | |
| 07/01/2031 | 1,782.29 | 330.46 | 2,112.75 | |
| 08/01/2031 | 1,784.91 | 323.05 | 2,107.96 | |
| 09/01/2031 | 1,791.44 | 304.61 | 2,096.05 | |
| 10/01/2031 | 1,801.27 | 276.87 | 2,078.14 | |
| 11/01/2031 | 1,804.59 | 267.49 | 2,072.08 | |
| 12/01/2031 | 1,814.04 | 240.81 | 2,054.85 | 25,454.44 |
| 01/01/2032 | 1,817.83 | 230.09 | 2,047.92 | |
| 02/01/2032 | 1,824.49 | 211.31 | 2,035.80 | |
| 03/01/2032 | 1,835.56 | 180.04 | 2,015.60 | |
| 04/01/2032 | 1,837.88 | 173.49 | 2,011.37 | |
| 05/01/2032 | 1,846.37 | 149.51 | 1,995.88 | |
| 06/01/2032 | 1,851.37 | 135.42 | 1,986.79 | |
| 07/01/2032 | 1,859.47 | 112.54 | 1,972.01 | |
| 08/01/2032 | 1,864.95 | 97.07 | 1,962.02 | |
| 09/01/2032 | 1,871.77 | 77.80 | 1,949.57 | |
| 10/01/2032 | 1,879.29 | 56.57 | 1,935.86 | |
| 11/01/2032 | 1,885.50 | 39.04 | 1,924.54 | |
| 12/01/2032 | 1,892.62 | 18.93 | 1,911.55 | 23,748.91 |
| | 305,000.00 | 315,511.43 | 620,511.43 | 620,511.43 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service |
|---|---|---|---|
| 12/01/2013 | 85,446.96 | 95,683.56 | 181,130.52 |
| 12/01/2014 | 89,790.64 | 93,375.06 | 183,165.70 |
| 12/01/2015 | 93,311.83 | 89,853.89 | 183,165.72 |
| 12/01/2016 | 96,724.90 | 86,440.81 | 183,165.71 |
| 12/01/2017 | 100,764.20 | 82,401.50 | 183,165.70 |
| 12/01/2018 | 104,715.72 | 78,449.99 | 183,165.71 |
| 12/01/2019 | 108,822.18 | 74,343.51 | 183,165.69 |
| 12/01/2020 | 112,888.46 | 70,277.26 | 183,165.72 |
| 12/01/2021 | 117,516.65 | 65,649.06 | 183,165.71 |
| 12/01/2022 | 122,125.11 | 61,040.60 | 183,165.71 |
| 12/01/2023 | 126,914.30 | 148,030.03 | 274,944.33 |
| 12/01/2024 | 131,742.48 | 135,324.28 | 267,066.76 |
| 12/01/2025 | 137,057.64 | 121,337.05 | 258,394.69 |
| 12/01/2026 | 142,432.40 | 107,192.92 | 249,625.32 |
| 12/01/2027 | 148,017.95 | 92,494.12 | 240,512.07 |
| 12/01/2028 | 153,734.89 | 77,449.53 | 231,184.42 |
| 12/01/2029 | 159,851.31 | 61,353.69 | 221,205.00 |
| 12/01/2030 | 166,119.93 | 44,857.29 | 210,977.22 |
| 12/01/2031 | 172,634.41 | 27,713.96 | 200,348.37 |
| 12/01/2032 | 179,388.04 | 9,941.25 | 189,329.29 |
| | 2,550,000.00 | 1,623,209.36 | 4,173,209.36 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| | |
|---|---|
| Dated Date | 12/05/2012 |
| Delivery Date | 12/05/2012 |

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2013 | 5,961.13 | 7,267.50 | 13,228.63 | |
| 02/01/2013 | 6,939.15 | 8,324.66 | 15,263.81 | |
| 03/01/2013 | 7,765.27 | 7,498.54 | 15,263.81 | |
| 04/01/2013 | 6,987.26 | 8,276.54 | 15,263.80 | |
| 05/01/2013 | 7,276.38 | 7,987.43 | 15,263.81 | |
| 06/01/2013 | 7,033.94 | 8,229.87 | 15,263.81 | |
| 07/01/2013 | 7,321.69 | 7,942.12 | 15,263.81 | |
| 08/01/2013 | 7,080.91 | 8,182.90 | 15,263.81 | |
| 09/01/2013 | 7,104.08 | 8,159.73 | 15,263.81 | |
| 10/01/2013 | 7,389.80 | 7,874.01 | 15,263.81 | |
| 11/01/2013 | 7,151.51 | 8,112.30 | 15,263.81 | |
| 12/01/2013 | 7,435.84 | 7,827.96 | 15,263.80 | 181,130.52 |
| 01/01/2014 | 7,199.24 | 8,064.57 | 15,263.81 | |
| 02/01/2014 | 7,222.80 | 8,041.01 | 15,263.81 | |
| 03/01/2014 | 8,022.31 | 7,241.50 | 15,263.81 | |
| 04/01/2014 | 7,272.69 | 7,991.12 | 15,263.81 | |
| 05/01/2014 | 7,553.49 | 7,710.31 | 15,263.80 | |
| 06/01/2014 | 7,321.20 | 7,942.61 | 15,263.81 | |
| 07/01/2014 | 7,600.60 | 7,663.21 | 15,263.81 | |
| 08/01/2014 | 7,370.03 | 7,893.78 | 15,263.81 | |
| 09/01/2014 | 7,394.14 | 7,869.66 | 15,263.80 | |
| 10/01/2014 | 7,671.42 | 7,592.39 | 15,263.81 | |
| 11/01/2014 | 7,443.44 | 7,820.37 | 15,263.81 | |
| 12/01/2014 | 7,719.28 | 7,544.53 | 15,263.81 | 183,165.70 |
| 01/01/2015 | 7,493.06 | 7,770.75 | 15,263.81 | |
| 02/01/2015 | 7,517.58 | 7,746.23 | 15,263.81 | |
| 03/01/2015 | 8,289.43 | 6,974.38 | 15,263.81 | |
| 04/01/2015 | 7,569.30 | 7,694.51 | 15,263.81 | |
| 05/01/2015 | 7,841.48 | 7,422.33 | 15,263.81 | |
| 06/01/2015 | 7,619.73 | 7,644.08 | 15,263.81 | |
| 07/01/2015 | 7,890.44 | 7,373.37 | 15,263.81 | |
| 08/01/2015 | 7,670.48 | 7,593.33 | 15,263.81 | |
| 09/01/2015 | 7,695.58 | 7,568.23 | 15,263.81 | |
| 10/01/2015 | 7,964.09 | 7,299.72 | 15,263.81 | |
| 11/01/2015 | 7,746.82 | 7,516.99 | 15,263.81 | |
| 12/01/2015 | 8,013.84 | 7,249.97 | 15,263.81 | 183,165.72 |
| 01/01/2016 | 7,798.40 | 7,465.41 | 15,263.81 | |
| 02/01/2016 | 7,823.91 | 7,439.90 | 15,263.81 | |
| 03/01/2016 | 8,327.86 | 6,935.95 | 15,263.81 | |
| 04/01/2016 | 7,876.77 | 7,387.04 | 15,263.81 | |
| 05/01/2016 | 8,140.00 | 7,123.81 | 15,263.81 | |
| 06/01/2016 | 7,929.18 | 7,334.63 | 15,263.81 | |
| 07/01/2016 | 8,190.89 | 7,072.92 | 15,263.81 | |
| 08/01/2016 | 7,981.92 | 7,281.88 | 15,263.80 | |
| 09/01/2016 | 8,008.04 | 7,255.77 | 15,263.81 | |
| 10/01/2016 | 8,267.46 | 6,996.35 | 15,263.81 | |
| 11/01/2016 | 8,061.30 | 7,202.51 | 15,263.81 | |
| 12/01/2016 | 8,319.17 | 6,944.64 | 15,263.81 | 183,165.71 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2017 | 8,114.90 | 7,148.91 | 15,263.81 | |
| 02/01/2017 | 8,141.45 | 7,122.35 | 15,263.80 | |
| 03/01/2017 | 8,854.78 | 6,409.03 | 15,263.81 | |
| 04/01/2017 | 8,197.07 | 7,066.74 | 15,263.81 | |
| 05/01/2017 | 8,450.99 | 6,812.82 | 15,263.81 | |
| 06/01/2017 | 8,251.55 | 7,012.26 | 15,263.81 | |
| 07/01/2017 | 8,503.88 | 6,759.93 | 15,263.81 | |
| 08/01/2017 | 8,306.37 | 6,957.44 | 15,263.81 | |
| 09/01/2017 | 8,333.55 | 6,930.25 | 15,263.80 | |
| 10/01/2017 | 8,583.50 | 6,680.31 | 15,263.81 | |
| 11/01/2017 | 8,388.91 | 6,874.90 | 15,263.81 | |
| 12/01/2017 | 8,637.25 | 6,626.56 | 15,263.81 | 183,165.70 |
| 01/01/2018 | 8,444.62 | 6,819.19 | 15,263.81 | |
| 02/01/2018 | 8,472.26 | 6,791.55 | 15,263.81 | |
| 03/01/2018 | 9,154.54 | 6,109.27 | 15,263.81 | |
| 04/01/2018 | 8,529.94 | 6,733.87 | 15,263.81 | |
| 05/01/2018 | 8,774.17 | 6,489.64 | 15,263.81 | |
| 06/01/2018 | 8,586.56 | 6,677.25 | 15,263.81 | |
| 07/01/2018 | 8,829.14 | 6,434.66 | 15,263.80 | |
| 08/01/2018 | 8,643.55 | 6,620.26 | 15,263.81 | |
| 09/01/2018 | 8,671.83 | 6,591.98 | 15,263.81 | |
| 10/01/2018 | 8,911.94 | 6,351.87 | 15,263.81 | |
| 11/01/2018 | 8,729.37 | 6,534.44 | 15,263.81 | |
| 12/01/2018 | 8,967.80 | 6,296.01 | 15,263.81 | 183,165.71 |
| 01/01/2019 | 8,787.28 | 6,476.53 | 15,263.81 | |
| 02/01/2019 | 8,816.03 | 6,447.78 | 15,263.81 | |
| 03/01/2019 | 9,466.07 | 5,797.74 | 15,263.81 | |
| 04/01/2019 | 8,875.85 | 6,387.95 | 15,263.80 | |
| 05/01/2019 | 9,110.02 | 6,153.78 | 15,263.80 | |
| 06/01/2019 | 8,934.71 | 6,329.10 | 15,263.81 | |
| 07/01/2019 | 9,167.17 | 6,096.64 | 15,263.81 | |
| 08/01/2019 | 8,993.94 | 6,269.87 | 15,263.81 | |
| 09/01/2019 | 9,023.37 | 6,240.44 | 15,263.81 | |
| 10/01/2019 | 9,253.25 | 6,010.56 | 15,263.81 | |
| 11/01/2019 | 9,083.18 | 6,180.63 | 15,263.81 | |
| 12/01/2019 | 9,311.31 | 5,952.49 | 15,263.80 | 183,165.69 |
| 01/01/2020 | 9,143.37 | 6,120.44 | 15,263.81 | |
| 02/01/2020 | 9,173.29 | 6,090.52 | 15,263.81 | |
| 03/01/2020 | 9,594.30 | 5,669.51 | 15,263.81 | |
| 04/01/2020 | 9,234.70 | 6,029.11 | 15,263.81 | |
| 05/01/2020 | 9,458.43 | 5,805.38 | 15,263.81 | |
| 06/01/2020 | 9,295.87 | 5,967.94 | 15,263.81 | |
| 07/01/2020 | 9,517.82 | 5,745.99 | 15,263.81 | |
| 08/01/2020 | 9,357.43 | 5,906.38 | 15,263.81 | |
| 09/01/2020 | 9,388.05 | 5,875.76 | 15,263.81 | |
| 10/01/2020 | 9,607.32 | 5,656.49 | 15,263.81 | |
| 11/01/2020 | 9,450.21 | 5,813.60 | 15,263.81 | |
| 12/01/2020 | 9,667.67 | 5,596.14 | 15,263.81 | 183,165.72 |
| 01/01/2021 | 9,512.76 | 5,751.05 | 15,263.81 | |
| 02/01/2021 | 9,543.89 | 5,719.92 | 15,263.81 | |
| 03/01/2021 | 10,125.64 | 5,138.17 | 15,263.81 | |
| 04/01/2021 | 9,608.25 | 5,655.55 | 15,263.80 | |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 05/01/2021 | 9,821.12 | 5,442.69 | 15,263.81 | |
| 06/01/2021 | 9,671.83 | 5,591.98 | 15,263.81 | |
| 07/01/2021 | 9,882.85 | 5,380.96 | 15,263.81 | |
| 08/01/2021 | 9,735.82 | 5,527.99 | 15,263.81 | |
| 09/01/2021 | 9,767.68 | 5,496.13 | 15,263.81 | |
| 10/01/2021 | 9,975.90 | 5,287.91 | 15,263.81 | |
| 11/01/2021 | 9,832.28 | 5,431.53 | 15,263.81 | |
| 12/01/2021 | 10,038.63 | 5,225.18 | 15,263.81 | 183,165.71 |
| 01/01/2022 | 9,897.30 | 5,366.50 | 15,263.80 | |
| 02/01/2022 | 9,929.69 | 5,334.12 | 15,263.81 | |
| 03/01/2022 | 10,475.24 | 4,788.57 | 15,263.81 | |
| 04/01/2022 | 9,996.46 | 5,267.35 | 15,263.81 | |
| 05/01/2022 | 10,198.03 | 5,065.78 | 15,263.81 | |
| 06/01/2022 | 10,062.54 | 5,201.27 | 15,263.81 | |
| 07/01/2022 | 10,262.19 | 5,001.62 | 15,263.81 | |
| 08/01/2022 | 10,129.05 | 5,134.76 | 15,263.81 | |
| 09/01/2022 | 10,162.19 | 5,101.62 | 15,263.81 | |
| 10/01/2022 | 10,358.94 | 4,904.87 | 15,263.81 | |
| 11/01/2022 | 10,229.34 | 5,034.47 | 15,263.81 | |
| 12/01/2022 | 10,424.14 | 4,839.67 | 15,263.81 | 183,165.71 |
| 01/01/2023 | 10,296.92 | 13,070.75 | 23,367.67 | |
| 02/01/2023 | 10,330.62 | 12,982.08 | 23,312.70 | |
| 03/01/2023 | 10,838.56 | 11,645.40 | 22,483.96 | |
| 04/01/2023 | 10,399.89 | 12,799.79 | 23,199.68 | |
| 05/01/2023 | 10,589.72 | 12,300.23 | 22,889.95 | |
| 06/01/2023 | 10,468.57 | 12,619.05 | 23,087.62 | |
| 07/01/2023 | 10,656.41 | 12,124.74 | 22,781.15 | |
| 08/01/2023 | 10,537.70 | 12,437.14 | 22,974.84 | |
| 09/01/2023 | 10,572.18 | 12,346.40 | 22,918.58 | |
| 10/01/2023 | 10,757.00 | 11,860.02 | 22,617.02 | |
| 11/01/2023 | 10,641.97 | 12,162.73 | 22,804.70 | |
| 12/01/2023 | 10,824.76 | 11,681.70 | 22,506.46 | 274,944.33 |
| 01/01/2024 | 10,712.22 | 11,977.88 | 22,690.10 | |
| 02/01/2024 | 10,747.27 | 11,885.63 | 22,632.90 | |
| 03/01/2024 | 11,071.56 | 11,032.24 | 22,103.80 | |
| 04/01/2024 | 10,818.66 | 11,697.75 | 22,516.41 | |
| 05/01/2024 | 10,996.32 | 11,230.24 | 22,226.56 | |
| 06/01/2024 | 10,890.05 | 11,509.90 | 22,399.95 | |
| 07/01/2024 | 11,065.62 | 11,047.86 | 22,113.48 | |
| 08/01/2024 | 10,961.89 | 11,320.83 | 22,282.72 | |
| 09/01/2024 | 10,997.76 | 11,226.44 | 22,224.20 | |
| 10/01/2024 | 11,170.20 | 10,772.65 | 21,942.85 | |
| 11/01/2024 | 11,070.30 | 11,035.55 | 22,105.85 | |
| 12/01/2024 | 11,240.63 | 10,587.31 | 21,827.94 | 267,066.76 |
| 01/01/2025 | 11,143.31 | 10,843.43 | 21,986.74 | |
| 02/01/2025 | 11,179.77 | 10,747.47 | 21,927.24 | |
| 03/01/2025 | 11,608.04 | 9,620.44 | 21,228.48 | |
| 04/01/2025 | 11,254.34 | 10,551.24 | 21,805.58 | |
| 05/01/2025 | 11,419.31 | 10,117.09 | 21,536.40 | |
| 06/01/2025 | 11,328.53 | 10,356.00 | 21,684.53 | |
| 07/01/2025 | 11,491.35 | 9,927.53 | 21,418.88 | |
| 08/01/2025 | 11,403.20 | 10,159.49 | 21,562.69 | |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 09/01/2025 | 11,440.52 | 10,061.30 | 21,501.82 | |
| 10/01/2025 | 11,600.08 | 9,641.40 | 21,241.48 | |
| 11/01/2025 | 11,515.91 | 9,862.89 | 21,378.80 | |
| 12/01/2025 | 11,673.28 | 9,448.77 | 21,122.05 | 258,394.69 |
| 01/01/2026 | 11,591.79 | 9,663.21 | 21,255.00 | |
| 02/01/2026 | 11,629.72 | 9,563.39 | 21,193.11 | |
| 03/01/2026 | 12,015.78 | 8,547.45 | 20,563.23 | |
| 04/01/2026 | 11,707.09 | 9,359.78 | 21,066.87 | |
| 05/01/2026 | 11,858.90 | 8,960.29 | 20,819.19 | |
| 06/01/2026 | 11,784.21 | 9,156.85 | 20,941.06 | |
| 07/01/2026 | 11,933.77 | 8,763.26 | 20,697.03 | |
| 08/01/2026 | 11,861.82 | 8,952.61 | 20,814.43 | |
| 09/01/2026 | 11,900.63 | 8,850.46 | 20,751.09 | |
| 10/01/2026 | 12,046.81 | 8,465.79 | 20,512.60 | |
| 11/01/2026 | 11,978.99 | 8,644.25 | 20,623.24 | |
| 12/01/2026 | 12,122.89 | 8,265.58 | 20,388.47 | 249,625.32 |
| 01/01/2027 | 12,057.86 | 8,436.71 | 20,494.57 | |
| 02/01/2027 | 12,097.32 | 8,332.87 | 20,430.19 | |
| 03/01/2027 | 12,439.51 | 7,432.38 | 19,871.89 | |
| 04/01/2027 | 12,177.61 | 8,121.59 | 20,299.20 | |
| 05/01/2027 | 12,315.72 | 7,758.12 | 20,073.84 | |
| 06/01/2027 | 12,257.75 | 7,910.67 | 20,168.42 | |
| 07/01/2027 | 12,393.54 | 7,553.34 | 19,946.88 | |
| 08/01/2027 | 12,338.42 | 7,698.40 | 20,036.82 | |
| 09/01/2027 | 12,378.79 | 7,592.15 | 19,970.94 | |
| 10/01/2027 | 12,511.06 | 7,244.08 | 19,755.14 | |
| 11/01/2027 | 12,460.24 | 7,377.82 | 19,838.06 | |
| 12/01/2027 | 12,590.13 | 7,035.99 | 19,626.12 | 240,512.07 |
| 01/01/2028 | 12,542.21 | 7,162.11 | 19,704.32 | |
| 02/01/2028 | 12,583.25 | 7,054.10 | 19,637.35 | |
| 03/01/2028 | 12,794.71 | 6,497.64 | 19,292.35 | |
| 04/01/2028 | 12,666.29 | 6,835.57 | 19,501.86 | |
| 05/01/2028 | 12,790.19 | 6,509.52 | 19,299.71 | |
| 06/01/2028 | 12,749.59 | 6,616.36 | 19,365.95 | |
| 07/01/2028 | 12,871.07 | 6,296.69 | 19,167.76 | |
| 08/01/2028 | 12,833.43 | 6,395.74 | 19,229.17 | |
| 09/01/2028 | 12,875.42 | 6,285.23 | 19,160.65 | |
| 10/01/2028 | 12,993.24 | 5,975.19 | 18,968.43 | |
| 11/01/2028 | 12,960.07 | 6,062.47 | 19,022.54 | |
| 12/01/2028 | 13,075.42 | 5,758.91 | 18,834.33 | 231,184.42 |
| 01/01/2029 | 13,045.26 | 5,838.28 | 18,883.54 | |
| 02/01/2029 | 13,087.95 | 5,725.94 | 18,813.89 | |
| 03/01/2029 | 13,337.20 | 5,070.03 | 18,407.23 | |
| 04/01/2029 | 13,174.42 | 5,498.39 | 18,672.81 | |
| 05/01/2029 | 13,283.54 | 5,211.24 | 18,494.78 | |
| 06/01/2029 | 13,260.99 | 5,270.56 | 18,531.55 | |
| 07/01/2029 | 13,367.60 | 4,990.04 | 18,357.64 | |
| 08/01/2029 | 13,348.13 | 5,041.26 | 18,389.39 | |
| 09/01/2029 | 13,391.81 | 4,926.32 | 18,318.13 | |
| 10/01/2029 | 13,494.60 | 4,655.81 | 18,150.41 | |
| 11/01/2029 | 13,479.79 | 4,694.80 | 18,174.59 | |
| 12/01/2029 | 13,580.02 | 4,431.02 | 18,011.04 | 221,205.00 |

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
Guaranteed Note of 2012 (Phase II Solar Project)
(Federally Taxable)
** Maximum Annual Debt Service Schedule **
(3.80% through 12/1/22 / 10.00% thereafter)

| Period Ending | Principal | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|
| 01/01/2030 | 13,568.33 | 4,461.78 | 18,030.11 | |
| 02/01/2030 | 13,612.73 | 4,344.94 | 17,957.67 | |
| 03/01/2030 | 13,812.75 | 3,818.59 | 17,631.34 | |
| 04/01/2030 | 13,702.47 | 4,108.78 | 17,811.25 | |
| 05/01/2030 | 13,796.23 | 3,862.05 | 17,658.28 | |
| 06/01/2030 | 13,792.45 | 3,871.98 | 17,664.43 | |
| 07/01/2030 | 13,883.59 | 3,632.15 | 17,515.74 | |
| 08/01/2030 | 13,883.02 | 3,633.66 | 17,516.68 | |
| 09/01/2030 | 13,928.44 | 3,514.12 | 17,442.56 | |
| 10/01/2030 | 14,015.63 | 3,284.69 | 17,300.32 | |
| 11/01/2030 | 14,019.88 | 3,273.49 | 17,293.37 | |
| 12/01/2030 | 14,104.41 | 3,051.06 | 17,155.47 | 210,977.22 |
| 01/01/2031 | 14,111.91 | 3,031.30 | 17,143.21 | |
| 02/01/2031 | 14,158.09 | 2,909.79 | 17,067.88 | |
| 03/01/2031 | 14,306.94 | 2,518.07 | 16,825.01 | |
| 04/01/2031 | 14,251.23 | 2,664.67 | 16,915.90 | |
| 05/01/2031 | 14,329.03 | 2,459.95 | 16,788.98 | |
| 06/01/2031 | 14,344.76 | 2,418.56 | 16,763.32 | |
| 07/01/2031 | 14,419.83 | 2,221.00 | 16,640.83 | |
| 08/01/2031 | 14,438.88 | 2,170.87 | 16,609.75 | |
| 09/01/2031 | 14,486.13 | 2,046.53 | 16,532.66 | |
| 10/01/2031 | 14,557.09 | 1,859.80 | 16,416.89 | |
| 11/01/2031 | 14,581.16 | 1,796.44 | 16,377.60 | |
| 12/01/2031 | 14,649.36 | 1,616.98 | 16,266.34 | 200,348.37 |
| 01/01/2032 | 14,676.81 | 1,544.73 | 16,221.54 | |
| 02/01/2032 | 14,724.84 | 1,418.35 | 16,143.19 | |
| 03/01/2032 | 14,804.68 | 1,208.22 | 16,012.90 | |
| 04/01/2032 | 14,821.46 | 1,164.06 | 15,985.52 | |
| 05/01/2032 | 14,882.67 | 1,003.00 | 15,885.67 | |
| 06/01/2032 | 14,918.66 | 908.28 | 15,826.94 | |
| 07/01/2032 | 14,977.04 | 754.66 | 15,731.70 | |
| 08/01/2032 | 15,016.49 | 650.84 | 15,667.33 | |
| 09/01/2032 | 15,065.63 | 521.54 | 15,587.17 | |
| 10/01/2032 | 15,119.73 | 379.16 | 15,498.89 | |
| 11/01/2032 | 15,164.40 | 261.61 | 15,426.01 | |
| 12/01/2032 | 15,215.63 | 126.80 | 15,342.43 | 189,329.29 |
| | 2,550,000.00 | 1,623,209.36 | 4,173,209.36 | 4,173,209.36 |

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 October 31, 2012, 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:

| | **YES** | **NO** | **ABSTAIN** | **ABSENT** |
|---|---|---|---|---|
| Jeffrey T. Haste | ✓ | | | |
| Michael H.W. Pries | ✓ | | | |
| George P. Hartwick, III | ✓ | | | |

*WITNESS my hand and seal of the County this* 15th *day of* November, 2012.

Chief Clerk

(SEAL)

**DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**

**$1,440,000**
**GUARANTEED LEASE REVENUE NOTE, SERIES OF 2012**
**(DISTRICT JUSTICE OFFICE - WEST HANOVER TOWNSHIP PROJECT)**

**$1,605,000**
**GUARANTEED LEASE REVENUE NOTE, SERIES OF 2012**
**(DISTRICT JUSTICE OFFICE - LOWER PAXTON TOWNSHIP PROJECT)**

**AND**

**$2,550,000**
**GUARANTEED NOTE OF 2012 (PHASE II SOLAR PROJECT) (FEDERALLY TAXABLE)**

# GENERAL CERTIFICATE OF THE COUNTY OF DAUPHIN, PENNSYLVANIA

We, the undersigned officials of the County of Dauphin, Pennsylvania (the "**County**"), hereby certify in connection with the execution and delivery by the Dauphin County Industrial Development Authority (the "**Authority**") of its (i) Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office – West Hanover Township Project), in the maximum principal amount of $1,440,000 (the "**West Hanover DJ Note**"), (ii) Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office – Lower Paxton Township Project), in the maximum principal amount of $1,605,000 (the "**Lower Paxton DJ Note**"), and (iii) Guaranteed Note of 2012 (Phase II Solar Project) (Federally Taxable), in the maximum principal amount of $2,550,000 (the "**Solar Note**", and together with the West Hanover DJ Note and the Lower Paxton DJ Note, collectively, the "**Notes**"), that:

1. The County is, and at all relevant times has been, a validly existing municipality, organized and existing under the laws of the Commonwealth of Pennsylvania.

2. The Ordinance, duly enacted by the Board of Commissioners of the County on October 31, 2012 (the "**Ordinance**"), authorized, among other things, the execution and delivery of the West Hanover DJ Lease (hereinafter defined), the Lower Paxton DJ Lease (hereinafter defined) and the County's respective guaranties with regard to the issuance by the Authority of its Notes; said Ordinance remains in full force and effect.

3. Public notice of the October 31, 2012 meeting, at which the Ordinance was enacted, was duly given by posting and by publication in a newspaper of general circulation within the County in which the meeting was held in accordance with the Sunshine Act, 65 Pa. C.S. § 701 *et seq.*, as amended; said meeting was open to the public at all times and was not adjourned, recessed or interrupted in any way for the purpose of an executive session within the meaning of the Sunshine Act; a quorum was present at said meeting and acted throughout; minutes of said meeting were taken and promptly recorded and are available as public records; the Ordinance and the vote thereon have been duly recorded in said minutes of said meeting; and the Ordinance has not been altered, amended or repealed and is now in full force and effect on the date hereof.

4. The Guaranty Agreement, dated as of December 13, 2012 (the "**West Hanover DJ Guaranty**"), by the County, as guarantor, in favor of Fulton Bank, N.A. (the "**Bank**"), relating to the issuance of the West Hanover DJ Note, as executed, is in the form approved by the County with only such

changes therein as have been approved, pursuant to due authorization, by the officers of the County who have executed the West Hanover DJ Guaranty.

5. The Guaranty Agreement, dated as of December 13, 2012 (the "**Lower Paxton DJ Guaranty**"), by the County, as guarantor, in favor of the Bank, relating to the issuance of the Lower Paxton DJ Note, as executed, is in the form approved by the County with only such changes therein as have been approved, pursuant to due authorization, by the officers of the County who have executed the Lower Paxton DJ Guaranty.

6. The Guaranty Agreement, dated as of December 13, 2012 (the "**Solar Guaranty**"), by the County, as guarantor, in favor of the Bank, relating to the issuance of the Solar Note, as executed, is in the form approved by the County with only such changes therein as have been approved, pursuant to due authorization, by the officers of the County who have executed the Solar Guaranty.

7. The Lease Agreement, dated December 13, 2012 (the "**West Hanover DJ Lease**"), between the Authority, as lessor, and the County, as lessee, relating to the issuance of the West Hanover DJ Note, as executed, is in the form approved by the County with only such changes therein as have been approved, pursuant to due authorization, by the officers of the County who have executed the West Hanover DJ Lease.

8. The Lease Agreement, dated December 13, 2012 (the "**Lower Paxton DJ Lease**"), between the Authority, as lessor, and the County, as lessee, relating to the issuance of the Lower Paxton DJ Note, as executed, is in the form approved by the County with only such changes therein as have been approved, pursuant to due authorization, by the officers of the County who have executed the Lower Paxton DJ Lease.

9. No litigation of any nature now is pending or threatened: (1) seeking to restrain or enjoin, or restraining or enjoining execution, issuance or delivery of the County's respective guaranties of the Notes pursuant to the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty and the Solar Guaranty, as applicable, as approved by the Ordinance; or (2) otherwise affecting the ability of the County to carry out terms, provisions, covenants and agreements of the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Solar Guaranty, the West Hanover DJ Lease or the Lower Paxton DJ Lease; or (3) in any manner affecting or questioning proceedings and authority of the County for execution, issuance or delivery of the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Solar Guaranty, the West Hanover DJ Lease or the Lower Paxton DJ Lease; or (4) affecting, directly or indirectly, or questioning: (a) validity of the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Solar Guaranty, the West Hanover DJ Lease or the Lower Paxton DJ Lease; or (b) title of past or present officers and past or present members of the County to their respective offices and memberships; or (c) creation, organization and existence of the County.

10. The County has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof in connection with the execution and delivery of the West Hanover DJ Guaranty, the Lower Paxton DJ Guaranty, the Solar Guaranty, the West Hanover DJ Lease and the Lower Paxton DJ Lease, as applicable, the issuance of the Notes by the Authority, and any other County related transaction in connection therewith.

11. The following are the duly elected or appointed officers of the County. The signature appearing adjacent to each individual's name is the genuine signature of such person:

| Name | Title | Signature Specimen |
|---|---|---|
| Jeffrey T. Haste | Chairman, Board of Commissioners | |
| Michael H.W. Pries | Vice Chairman, Board of Commissioners | |
| George P. Hartwick, III | Member, Board of Commissioners | |
| Laura E. Evans | Chief Clerk | |

12. The seal impressed hereon is the duly adopted and correct seal of the County.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have executed and delivered this Certificate this 13th day of December, 2012.

**COUNTY OF DAUPHIN, PENNSYLVANIA**

By: _____
Chairman, Board of Commissioners

By: _____
Vice Chairman,
Board of Commissioners

By: _____
Member, Board of Commissioners

By: _____
Chief Clerk

(SEAL)

**COUNTY OF DAUPHIN**
**COMMONWEALTH OF PENNSYLVANIA**

## DEBT STATEMENT

TO: THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
COMMONWEALTH OF PENNSYLVANIA

RE: COUNTY OF DAUPHIN, PENNSYLVANIA

We, the undersigned, Chairman of the Board of Commissioners and Chief Clerk of the County of Dauphin, Pennsylvania (the "County"), make this Debt Statement, under oath or affirmation, in compliance with provisions of Section 8110 of the Local Government Unit Debt Act, 53 Pa. C.S. §8001 *et seq.*, as amended and supplemented (the "Act"), as follows:

1. This Debt Statement is made as of October 31, 2012, such date being less than sixty (60) days before the filing thereof.

2. The existing gross indebtedness of the County after giving prospective effect to Section 8250(b) of the Act and the incurrence of the new debt is:

| | | | | |
|---|---|---|---|---|
| a. | Electoral Debt: | | | $ -0- |
| b. | Nonelectoral Debt: | | | $ 155,766,500.00 |
| | (i) | Bond Anticipation Note of 2010 | $ 34,746,500[1] | |
| | (ii) | General Obligation Bonds, Series of 2011 | $ 15,555,000[2] | |
| | (iii) | General Obligation Bonds, Series B of 2010 | $ 4,570,000[2] | |
| | (iv) | General Obligation Bonds, Series D of 2010 | $ 16,795,000[2] | |
| | (v) | General Obligation Bonds, Series of 2009 | $ 20,930,000[3] | |
| | (vi) | General Obligation Bonds, Series of 2006 | $ 16,425,000[4] | |

[1] Approved by the Department on November 29, 2010 (Approval No. BAN-124).
[2] Approved by the Department on April 15, 2010 (Approval No. GOB-17432).
[3] Approved by the Department on October 14, 2009 (Approval No. GOB-17210).
[4] Approved by the Department on July 5, 2006 (Approval No. GOB-16325).

| | | | | |
|---|---|---|---|---|
| (vii) | General Obligation Bonds, Series B of 2005 | $ | 6,580,000[5] | |
| (viii) | General Obligation Bonds, Series C of 2005 | $ | 16,975,000[5] | |
| (ix) | General Obligation Bonds, Series of 2004 | $ | 720,000[6] | |
| (x) | General Obligation Notes, Series C of 2004 | $ | 10,140,000[7] | |
| (xi) | General Obligation Notes, Series D of 2004 | $ | 12,330,000[7] | |
| c. | Lease Rental Debt: | | | $ 147,774,853.94 |
| (i) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - West Hanover Township Project) | $ | 1,440,000[8] | |
| (ii) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - Lower Paxton Township Project) | $ | 1,605,000[8] | |
| (iii) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Mortgage Revenue Note (Veterans Building), Series of 2012 (Federally Taxable) | $ | 305,000[8] | |
| (iv) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Note of 2012 (Phase II Solar Project) (Federally Taxable) | $ | 2,550,000 | |
| (v) | County Guaranty of Dauphin County General Authority's Guaranty Series A and B of 2011 | $ | 11,222,359.93[9] | |

[5] Approved by the Department on July 29, 2005 (Approval No. GOB-16008).
[6] Approved by the Department on May 18, 2004 (Approval No. GOB-15534).
[7] Approved by the Department on May 18, 2004 (Approval No. GON-11578).
[8] Lease rental debt for which this Debt Statement is a part of the Application for Approval by the Department, pursuant to the Act.
[9] Approved by the Department on September 28, 2011 (Approval No. LRA-5158).

| | | | |
|---|---|---|---|
| (vi) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note (Veterans Building), Series of 2010 (Federally Taxable) | $ | 1,551,666.34[10] |
| (vii) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2010 (Hoffman Street Project) | $ | 292,600[11] |
| (viii) | County Guaranty of Dauphin County General Authority's Guaranty Series C and D of 2009 | $ | 5,970,000[12] |
| (ix) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2007 (5925 Stevenson Avenue Project) | $ | 682,500[13] |
| (x) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2007 (2125 Paxton Church Road Project) | $ | 313,250[14] |
| (xi) | County Guaranty of The Harrisburg Authority's University Revenue Bonds, Series of 2007 (The Harrisburg University of Science and Technology Project) | $ | 12,000,000[15] |
| (xii) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2006 (1300 Rolleston Street Project) | $ | 611,250[16] |
| (xiii) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2004 | $ | 121,227.67[17] |

[10] Approved by the Department on December 2, 2010 (Approval No. LRA-5054).
[11] Approved by the Department on December 2, 2010 (Approval No. LRA-5055).
[12] Approved by the Department on October 30, 2009 (Approval No. LRA-4938).
[13] Approved by the Department on November 27, 2007 (Approval No. LRA-4692).
[14] Approved by the Department on August 14, 2007 (Approval No. LRA-4658).
[15] Approved by the Department on November 17, 2006 (Approval No. LRA-4570).
[16] Approved by the Department on March 24, 2006 (Approval No. LRA-4481).
[17] Approved by the Department on November 3, 2004 (Approval No. LRA-4258).

| | | | |
|---|---|---|---|
| (xiv) | County Guaranty of Dauphin County Economic Development Corporation's Guaranteed Parking Revenue Note, Series of 2004 | $ 1,880,000[18] | |
| (xv) | County Guaranty of The Harrisburg Authority's Resource Recovery Facility Revenue Bonds, Series D and E of 2003 | $ 106,790,000[19] | |
| (xvi) | County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Revenue Bonds, Series of 2002 | $ 440,000[20] | |
| Total Debt | | | $ 303,541,353.94 |

3. The County claims, in this Debt Statement, credits and exclusions from or against the total gross indebtedness, as such is set forth in Paragraph 2, in determining the net debt of the County, as follows:

| | | | |
|---|---|---|---|
| a. | Nonelectoral Debt: | | $ -0- |
| b. | Lease Rental Debt: | | $ -0- |
| (i) | County Guaranty of The Harrisburg Authority's University Revenue Bonds, Series of 2007 (The Harrisburg University of Science and Technology Project) | $ 12,000,000[21] | |
| (ii) | County Guaranty of The Harrisburg Authority's Resource Recovery Facility Revenue Bonds, Series D and E of 2003 | $ 106,790,000[22] | |
| Total Credits and Exclusions | | | $ -0- |

4. The County reserves the right to claim additional credits and exclusions, including exclusions for subsidized or self-liquidating debt, in any future Debt Statement filed by the County in connection with any future debt incurred by the County.

[18] Approved by the Department on March 5, 2004 (Approval No. LRA-4140).
[19] Approved by the Department on December 9, 2003 (Approval No. LRA-4096).
[20] Approved by the Department on August 15, 2002 (Approval No. LRA-3822).
[21] Approved by the Department on November 17, 2006 (Approval No. E-4037).
[22] Approved by the Department on December 9, 2003 (Approval No. E-3449).

Pursuant to Section 8110(b) of the Act, it is hereby certified with respect to the County's guaranty of (i) The Harrisburg Authority's Resource Recovery Facility Revenue Bonds, Series D and E of 2003 (Approved by the Department on November 17, 2006; Approval No. E-4037), in the principal amount of $106,790,000 (the "Series 2003 Bonds"), and (ii) The Harrisburg Authority's University Revenue Bonds, Series of 2007 (The Harrisburg University of Science and Technology Project) (Approved by the Department on December 9, 2003; Approval No. E-3449), in the principal amount of $12,000,000 (the "Series 2007 Bonds), which was previously excluded as self-liquidating, credited or as subsidized, that no portion of such debt continues to be self-liquidating. Accordingly, the County no longer claims an exclusion as self-liquidating debt with respect to all of the Series 2003 Bonds and the Series 2007 Bonds.

5. The maximum aggregate principal amount of the bonds or notes being issued as lease rental debt is $5,900,000 and will be evidenced by the Dauphin County Industrial Development Authority's (a) $1,440,000, maximum principal amount, Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - West Hanover Township Project), (b) $1,605,000, maximum principal amount, Guaranteed Lease Revenue Note, Series of 2012 (District Justice Office - Lower Paxton Township Project), (c) $305,000, maximum principal amount, Guaranteed Mortgage Revenue Note (Veterans Building Project), Series of 2012 (Federally Taxable), and (d) $2,550,000, maximum principal amount, Guaranteed Note of 2012 (Phase II Solar Project) (Federally Taxable), as set forth in paragraph 2(c)(i)-(iv) of this Debt Statement (collectively, the "2012 Notes").

6. The total debt of this County after taking into account the exclusions claimed as set forth in Paragraph 3 hereof, if any, and after issuance of the 2012 Notes is $303,541,353.94.

7. The borrowing base of the County as shown on the appended Borrowing Base Certificate attached hereto and made a part hereof is $353,803,905.67.

8. The applicable net nonelectoral debt limit and net nonelectoral debt plus net lease rental debt limit, computed as provided in the Act, is:

Net nonelectoral debt limit -- $353,803,905.67 x 300% = $1,061,411,717.01

Net nonelectoral debt plus
net lease rental debt limit -- $353,803,905.67 x 400% = $1,415,215,622.68

*[Remainder of this page blank intentionally]*

**IN WITNESS WHEREOF**, we, the Chairman of the Board of Commissioners and the Chief Clerk of the County of Dauphin, Pennsylvania, being duly authorized to prepare, verify and file this Debt Statement, hereunto set our hands this 15th day of November 2012.

**COUNTY OF DAUPHIN, PENNSYLVANIA**

Chairman, Board of Commissioners

Chief Clerk

(SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DAUPHIN :

We, Jeffrey T. Haste and Laura E. Evans, being duly sworn according to law, depose and say: that we are Chairman of the Board of Commissioners and Chief Clerk of the County of Dauphin, Pennsylvania; respectively; that we prepared and executed the foregoing Debt Statement; and that the facts contained in the foregoing Debt Statement are true and correct.

Chairman, Board of Commissioners

Chief Clerk

SWORN TO AND SUBSCRIBED
before me, a Notary Public,
this 15 day of November 2012.

Richie A. Martz
Notary Public

My Commission Expires:

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RICHIE A. MARTZ, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires May 13, 2015

**COUNTY OF DAUPHIN**
**COMMONWEALTH OF PENNSYLVANIA**

**BORROWING BASE CERTIFICATE**

TO: THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
Commonwealth of Pennsylvania

RE: COUNTY OF DAUPHIN
Commonwealth of Pennsylvania

I, the undersigned, certify that:

1. I am the Chairman of the Board of Commissioners of the County of Dauphin, Commonwealth of Pennsylvania (the "County").

2. I am familiar with the provisions of the Local Government Unit Debt Act [53 Pa. C.S. § 8001 *et seq.*] (the "Act") of the Commonwealth of Pennsylvania.

3. In accordance with provisions of Section 8002(c)(3) of the Act, I certify that:

(a) All moneys received by the County from whatever source derived from each of the three fiscal years next preceding the date of this Certificate, were as follows:

| FISCAL YEAR | | |
|---|---|---|
| 2009 | 2010 | 2011 |
| $395,208,692 | $411,923,919 | $357,803,456 |

(b) The deductions or exceptions of the County from amounts set forth in Paragraph 3(a) for each of the three fiscal years next preceding the date of this Certificate were as follows:

| Deduction or Exception | FISCAL YEAR 2009 | 2010 | 2011 |
|---|---|---|---|
| Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (1) of the Act | $ -0- | $ -0- | $ -0- |
| Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (2) of the Act | $ 1,189,513 | $ 1,039,868 | $ 756,194 |
| Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (3) of the Act | $ -0- | $ -0- | $ -0- |
| Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (4) of the Act | $ -0- | $ -0- | $ -0- |
| Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (5) of the Act | $ 24,394,743 | $ 59,012,172 | $ 17,131,860 |
| Total Deductions or Exceptions | $ 25,584,256 | $ 60,052,040 | $ 17,888,054 |

(c) "Total Revenues", as defined in the Act, for each of the three fiscal years next preceding the date of this Certificate were as follows:

| FISCAL YEAR | | |
|---|---|---|
| 2009 | 2010 | 2011 |
| $369,624,436 | $351,871,879 | $339,915,402 |

the total of which is $1,061,411,717; and

(d) The arithmetic average of such Total Revenues for the three fiscal years next preceding the date of this Certificate is $353,803,905.67.

4. I have made due investigation of the matters set forth herein and in my opinion, the amounts set forth present fairly the "Total Revenues" and the Borrowing Base of the County.

**IN WITNESS WHEREOF**, I hereunto execute this Borrowing Base Certificate this 15th day of November, 2012.

**COUNTY OF DAUPHIN**
**Commonwealth of Pennsylvania**

Chairman, Board of Commissioners