

**TOWNSHIP OF BETHEL,
Berks County, Pennsylvania**

ORDINANCE NO. 2013-1

AN ORDINANCE

OF THE BOARD OF SUPERVISORS OF THIS TOWNSHIP AUTHORIZING AND DIRECTING ISSUANCE AND SALE OF A GENERAL OBLIGATION BOND, IN THE MAXIMUM STATED PRINCIPAL AMOUNT OF \$1,740,110, TO THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE RURAL HOUSING SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE (“RHS”), PURSUANT TO THE PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT, TO PROVIDE FUNDS FOR AND TOWARD THE REFUNDING AND RETIREMENT OF THE OUTSTANDING GENERAL OBLIGATION NOTE, SERIES OF 2012, ISSUED BY THE TOWNSHIP TO PROVIDE INTERIM FINANCING FOR A CAPITAL PROJECT THAT CONSISTED OF PLANNING, DESIGNING, ACQUIRING AND CONSTRUCTING, FURNISHING AND EQUIPPING A NEW BUILDING OR BUILDINGS TO BE USED FOR TOWNSHIP PURPOSES AND ALTERATIONS, ADDITIONS, RENOVATIONS AND/OR OTHER IMPROVEMENTS TO AN EXISTING BUILDING OR BUILDINGS FOR THE HANDLING AND STORAGE OF TOWNSHIP EQUIPMENT, MATERIALS AND SUPPLIES, AND THE PAYMENT OF RELATED COSTS AND EXPENSES OF SUCH REFUNDING, INCLUDING THE COSTS OF ISSUANCE OF SAID BOND; DECLARING SUCH BOND TO BE A GENERAL OBLIGATION OF THIS TOWNSHIP; ACCEPTING A CERTAIN PROPOSAL FOR PURCHASE OF SUCH BOND FROM RHS, AT PRIVATE SALE; SETTING FORTH THE TERMS AND SUBSTANTIAL FORM OF SUCH BOND AND AUTHORIZING EXECUTION AND ATTESTATION THEREOF; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS TOWNSHIP IN SUPPORT OF SUCH BOND; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITARY; APPROVING CERTAIN OTHER AGREEMENTS AND LOAN DOCUMENTS REQUIRED OF THIS TOWNSHIP IN CONNECTION WITH THE LOAN TO BE EVIDENCED BY SUCH BOND; AUTHORIZING APPROPRIATE OFFICERS OF THIS TOWNSHIP TO TAKE CERTAIN ACTIONS AND TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH SUCH BOND; AUTHORIZING THE REDEMPTION AND RETIREMENT OF THE REFUNDED NOTE , AND AUTHORIZING APPROPRIATE OFFICERS OF THIS TOWNSHIP TO TAKE CERTAIN ACTIONS IN CONNECTION THEREWITH; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES INsofar AS THE SAME SHALL BE INCONSISTENT HERewith.

BE IT ENACTED AND ORDAINED, by Board of Supervisors of the Township of Bethel, Berks County, Pennsylvania (the “Township”), as follows:

ARTICLE I
The Refunding Project

SECTION 1.01. The Board of Supervisors of this Township, in accordance with the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the “Act”), and pursuant to this Ordinance (the “Ordinance,” which term, unless the context clearly otherwise requires, shall include, as of any time, this Ordinance and all ordinances that shall constitute amendments and/or supplements hereto and that may be enacted, from time to time, by this Township in accordance with provisions hereof and of the Act, and which term sometimes may be referred to in this Ordinance by the use of such terms as “hereto”, “hereby”, “hereof” and/or “hereunder” or other descriptive terms or phrases having similar import), hereby authorizes and directs the issuance of a general obligation bond of this Township in the amount set forth in Section 2.01 to provide funds for and toward a refunding project (the “Refunding Project”) that consists of the redemption and retirement of the outstanding General Obligation Note, Series of 2012 (the “Interim Note”), issued by the Township pursuant to Township Ordinance Number 2012-04, duly enacted on June 18, 2012 (the “Interim Note Enabling Ordinance”), to provide interim financing for a capital project (the “Capital Project”) that consisted of planning, designing, acquiring, constructing, furnishing and equipping a new building or buildings to be used for township purposes and alterations, additions, renovations and/or other improvements to an existing building or buildings for the handling and storage of township equipment, materials and supplies, and the payment of related costs and expenses of such refunding, including the costs of issuance of said Bond.

SECTION 1.02. A brief description of the Refunding Project for which the debt is to be incurred, of which the Bond (hereinafter defined) shall be evidence, is set forth in Section 1.01. The Township has the power to undertake the Refunding Project pursuant to Section 8241(b)(5) of the Act, 53 Pa. C.S. §84241(b)(5) (substituting bond for notes).

SECTION 1.03. The realistic, estimated, useful life of the Capital Project being refinanced by issuance of the Bond is in excess of forty (40) years.

ARTICLE II**The Bond**

SECTION 2.01. The Board of Supervisors of this Township hereby does authorize and direct the issuance of the Bond in the maximum stated principal amount of \$1,740,110, and hereby determines that the debt to be incurred, of which debt the Bond shall be evidence, shall be nonelectoral debt of this Township.

SECTION 2.02. The Bond, when issued, will be a general obligation of this Township.

SECTION 2.03. The Bond shall be issued and sold to the United States of America, acting by and through the USDA Rural Housing Service (the “Government”), for purposes of providing funds for and toward the Refunding Project. This Township shall and does accept the proposal of the Government, evidenced by its letter of conditions, dated January 3, 2012 (the “Proposal”); and the Bond shall be and is awarded to the Government in accordance with the terms and conditions of the Proposal, at private sale by negotiation. This Township finds that a private sale of the Bond by negotiation is in the best financial interest of this Township.

SECTION 2.04. This Township covenants to and with the Government and such other holders, from time to time, of the Bond that this Township shall do the following: (i) include the amount of the debt service for the Bond, for each fiscal year of this Township in which such sums are payable, in its budget for that fiscal year; (ii) appropriate such amounts from its tax and other general revenues for the payment of such debt service; and (iii) duly and punctually pay or cause to be paid from the sinking fund created pursuant to Section 2.07 hereof, or any other of its revenues or funds, the principal of and interest on the Bond, at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, this Township does pledge, irrevocably, its full faith, credit and taxing power. The foregoing covenant of this Township shall be specifically enforceable.

SECTION 2.05. The form of the Bond shall be substantially as set forth in Exhibit “A”, which is attached hereto and made part hereof, with appropriate insertions and variations. The Bond shall be in the denomination, shall be subject to redemption, shall bear interest at the rate or rates per annum, and shall be payable as to principal and interest substantially as set forth in said form of the Bond and in the schedule set forth as Exhibit “B”, which is attached hereto and made part hereof; provided, however, that if the Government, in accordance with the terms of the Proposal, shall offer a lower interest rate for the loan to be evidenced by the Bond at the time of loan closing, the Bond, when executed and delivered at loan closing, shall be stated to bear interest at such lower rate, and the schedule of principal and interest payments shall be recalculated to reflect the lower rate.

SECTION 2.06. The Bond shall be executed in the name of and on behalf of this Township by the manual signature of the Chairman or Vice Chairman of the Board of Supervisors of this Township, and the official seal of this Township shall be affixed thereto and the manual signature of the Secretary or Assistant Secretary of this Township shall be affixed thereto in attestation thereof; and said officers are authorized to execute and to attest the Bond.

SECTION 2.07. There is created, pursuant to Section 8221 of the Act, a sinking fund for the Bond, to be known as “Sinking Fund – General Obligation Bond, Series of 2013” (the “Sinking Fund”), which Sinking Fund shall be administered in accordance with applicable provisions of the Act.

SECTION 2.08. This Township appoints The First National Bank of Fredericksburg, Fredericksburg, Pennsylvania (the “Bank”), as the sinking fund depository with respect to the Sinking Fund.

Appropriate officers of this Township are authorized and directed to contract with the Bank for its services as paying agent with respect to the Bond and as sinking fund depository in connection with the Sinking Fund.

SECTION 2.09. This Township covenants to make payments out of the Sinking Fund, or out of any other of its revenues or funds, at such times and in such amounts as shall be sufficient for prompt and full payment of all obligations of the Bond when due.

SECTION 2.10. The Chairman or Vice Chairman of the Board of Supervisors and the Secretary or Assistant Secretary, respectively, of this Township, which shall include their duly qualified successors in office, if applicable, are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department of Community and Economic Development of the Commonwealth (the "Department") the debt statement required by Section 8110 of the Act; (b) to prepare and to file with the Department any statements required by Chapter 80, Subchapter B, of the Act that are necessary to qualify all or any portion of the debt of this Township that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this Township as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bond, upon issuance, will be evidence, as required by Section 8111 of the Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The Board of Supervisors of this Township authorizes and directs that an appropriate borrowing base certificate for this Township be prepared for filing with the Department as required by the Act. The Chairman or Vice Chairman of the Board of Supervisors and the Secretary or Assistant Secretary of this Township are authorized to prepare and to execute, or to authorize the auditors of this Township to prepare and to execute, such borrowing base certificate.

SECTION 2.11. It is declared that the debt to be incurred hereby, together with any other indebtedness of this Township, is not in excess of any limitation imposed by the Act upon the incurring of debt by this Township.

SECTION 2.12. Proper officials of this Township are authorized and directed to deliver the Bond and to authorize payment of all costs and expenses associated with issuance of the Bond, but only after the Department has certified its approval pursuant to Section 8204 of the Act or at such time when the filing authorized to be submitted to the Department pursuant to Section 2.10 hereof shall be deemed to have been approved pursuant to Section 8206 of the Act.

SECTION 2.13. This Township covenants to and with the Government and subsequent holders of the Bond that it will make no use of the proceeds of the Bond, or of any other obligations deemed to be part of the same issue as the Bond under applicable federal tax regulations, that will cause the Bond to be or become an “arbitrage bond” within the meaning of Section 103(b)(2) and Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations implementing said Sections that duly have been published in the Federal Register or with any other regulations implementing said Sections, and this Township further covenants to comply with all other requirements of the Code if and to the extent applicable to maintain continuously the Federal income tax exemption of interest on the Bond and to take no action which would adversely affect the tax-exempt status of the interest paid or payable on the Bond.

This Township further covenants that it will neither make nor permit use of the proceeds of the Bond, or of the proceeds of any other obligations deemed to be part of the same “issue” under the Code, or revenues held for payment of debt service on the Bond or on any such other obligations, and that this Township will not use or permit use of the facilities or property financed with the proceeds of the Bond or proceeds of any obligations refunded by the Bond, or facilities or property held as security for such payment, if such use would cause the Bond to be or be deemed to be a “private activity bond,” as that phrase is defined in Section 141 of the Code and regulations implementing said Section.

ARTICLE III

The Loan Documents

SECTION 3.01. For the purpose of providing funds to undertake the Refunding Project, including redemption and retirement of the Interim Note, and thereby provide permanent financing for the Capital Project, and to pay related costs and expenses in connection with issuance of the Bond, this Township hereby authorizes, approves, ratifies and confirms the adoption, execution and delivery of a Loan Resolution (USDA Form RD 1942-47) (the “Loan Agreement”), between this Township and the Government, which Loan Agreement is incorporated herein by this reference and is made a part hereof,

and further authorizes the execution and delivery of an Equal Opportunity Agreement (USDA Form RD 400-1), an Assurance Agreement (USDA Form RD 400-4), and all other agreements, documents, certificates and related instruments necessary or appropriate to issue and deliver the Bond to the Government and to satisfy the terms and conditions of the accepted Proposal (this Ordinance, the Bond, the Loan Agreement and all other agreements, documents, certificates and instruments to be executed and delivered at or before issuance of the Bond in connection with the Bond are collectively referred to herein as the "Loan Documents"), and authorizes the taking of all actions necessary and required under the provisions of the Loan Documents.

SECTION 3.02. The forms, terms and conditions of the Loan Documents, substantially in the forms submitted to this meeting, are hereby approved. The Chairman or Vice Chairman of the Board of Supervisors of this Township is hereby authorized to execute the Loan Documents on behalf of this Township, subject to such changes and modifications, if any, as may be approved by such officer, the execution of the Loan Documents to constitute conclusive evidence of such approval, and the Secretary or Assistant Secretary of this Township is hereby authorized to cause the official seal of this Township to be affixed thereto and to attest the same. Appropriate officers of this Township are further authorized to acknowledge the same, as appropriate, on behalf of this Township and to deliver said Loan Documents to the Government. The execution, attestation, sealing, acknowledgment and delivery of such Loan Documents as heretofore may have been delivered to the Government in connection with the Bond, the Capital Project and the Refunding Project are hereby approved, ratified and confirmed.

SECTION 3.03. The Bond shall be repaid at the times and in the amounts and shall be subject to early repayment, all as set forth in the Loan Documents.

ARTICLE IV

The Refunding

SECTION 4.01. Upon receipt, the proceeds of the Bond shall be applied by this Township under the terms and conditions set forth in the Loan Documents to the redemption and retirement of the Interim Note and to the payment of related costs, fees and expenses, including the issuance costs of the

Bond.

SECTION 4.02. The Township hereby authorizes the exercise of its power reserved in the Interim Note to call the same for redemption as a whole prior to its stated maturity, and the Chairman, the Vice Chairman and the Secretary of the Township are each hereby empowered to give appropriate notice to the holder of the Interim Note of this Township's intention to redeem the Interim Note prior to its stated maturity, such notice to be given at the appropriate time in advance of the date upon which the Bond is to be delivered to the Government in exchange for its purchase price, it being the intention and determination of the Board of Supervisors of this Township that the Interim Note shall be called for redemption and redeemed as a whole on the date of issuance and delivery of the Bond to the Government or that provision shall be made upon issuance and delivery of the Bond for the prompt redemption and retirement of the Interim Note by depositing, from the proceeds of the Bond and, if applicable and appropriate, other available funds of this Township, into the sinking fund established for the Interim Note the full amount of the redemption price thereof.

ARTICLE V

General Provisions

SECTION 5.01. Appropriate officers of this Township are hereby authorized, empowered and directed on behalf of this Township to execute any and all papers and documents and to do or cause to be done any and all acts and things necessary or proper for the execution or carrying out of this Ordinance and the Loan Documents.

SECTION 5.02. Any reference in this Ordinance to an officer or member of Board of Supervisors of this Township or to any other officer of this Township shall be deemed to refer to his or her duly qualified successor in office, if applicable.

SECTION 5.03. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this Township that such remainder shall be and shall remain in full force and effect.

SECTION 5.04. All ordinances or parts of ordinances inconsistent herewith shall be and the same are hereby rescinded, canceled and annulled.

SECTION 5.05. This Ordinance shall be effective in accordance with the Act.

DULY ENACTED AND ORDAINED, by the Board of Supervisors of this Township, in lawful session duly assembled, this 20th day of May, 2013.

ATTEST: **TOWNSHIP OF BETHEL**,
Berks County, Pennsylvania

Lisa B. Lewis By: *[Signature]*
Township Secretary (Vice) Chairman of the Board of Supervisors

(SEAL)

EXHIBIT "A"

**TOWNSHIP OF BETHEL,
Berks County, Pennsylvania
General Obligation Bond, Series of 2013**

FORM OF BOND

(SEE FOLLOWING PAGES)

**TOWNSHIP OF BETHEL,
Berks County, Pennsylvania
GENERAL OBLIGATION BOND, SERIES OF 2013**

NO. 1 \$1,740,110.00

Date: _____, 2013

The **TOWNSHIP OF BETHEL**, Berks County, Pennsylvania (the "Township"), a political subdivision (a Township of the Second Class) of the Commonwealth of Pennsylvania (the "Commonwealth"), promises to pay to the order of **THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE USDA RURAL HOUSING SERVICE** (the "Government"), or registered assigns, in installments, as provided below, the principal sum of One Million Seven Hundred Forty Thousand One Hundred Ten Dollars (\$1,740,110), or such lesser particular sum as shall represent the principal amount drawn and borrowed from the Government against this Bond and remaining unpaid, as shown on the books and records of the Government, and interest on the principal balance of this Bond that, from time to time, shall be outstanding and shall remain unpaid, calculated at the rate of Three and Seventy-five Hundredths per centum (3.75%) per annum, such interest to be due and payable as hereinafter set forth. Interest on the outstanding principal balance of this Bond shall accrue on the amount of each advance made by the Government to the Township against this Bond from the actual date of such advance.

Interest accrued on the outstanding principal amount of this Bond shall be payable initially on the date that is six (6) months following the date of this Bond and then on the first anniversary of the date of this Bond. Thereafter, interest and principal on this Bond shall be payable in 76 equal semiannual installments in such amount as will, if paid monthly on the ___ day of each of the months of _____ and _____ in each year and applied first to payment of interest accrued on the outstanding principal balance of this Bond at the aforesaid interest rate, repay the outstanding principal balance of this Bond with interest thereon at such interest rate over the remaining term of this Bond. Any other provision of this Bond to the contrary notwithstanding, the final installment of the entire remaining indebtedness evidenced by this Bond, together with all accrued and unpaid interest thereon, shall be payable on _____, __, 2052.

Interest on this Bond shall be calculated on a daily basis on the unpaid principal balance of this

Bond for the actual number of days that the principal balance shall be outstanding, based upon a year of 364 or 365 days, as appropriate.

The principal, redemption premium, if any, and interest with respect to this Bond shall be payable, when due, at the principal office of The First National Bank of Fredericksburg (the "Bank") in Fredericksburg, Pennsylvania, in lawful money of the United States of America; provided, however, that so long as the Government is the registered owner of this Bond, payments with respect to this Bond may be made by electronic funds transfers to the Government in accordance with standing arrangements between the Government and the Township..

This Bond is subject to redemption prior to maturity, at the option of the Township, as a whole or, from time to time, in part, upon payment of the principal amount to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium or penalty.

Payment of the redemption price of this Bond shall be made to the person in whose name ownership of this Bond is registered on the books and records maintained by the Township, but only upon presentation of this Bond to the Township at its principal office in Bethel, Pennsylvania, for notation hereon of the amount of principal redeemed at the place provided on this Bond for such purpose; provided, however, that so long as the Government is the Registered Owner of this Bond, the Township may cause payment of the redemption price to be made to the Government by electronic funds transfer in accordance with standing arrangements between the Government and the Township and an authorized officer or representative of the Government shall make notation hereon and on the books and records of Government of the principal amount redeemed.

Any redemption, as hereinbefore authorized, shall be upon written notice deposited, postage prepaid, in the United States mail not less than five (5) days prior to the date selected for redemption and addressed to the person in whose name ownership of this Bond is registered on the business day next preceding the date of mailing of the notice on the registration book with respect to this Bond kept by the Township, at the address of such owner as shown on such registration book; provided, however, that if the registered owner of this Bond is the Government or the registered owner of this Bond shall file written waiver of notice with the Township, this Bond may be redeemed on the redemption date without necessity of such notice by mail. On the date designated for redemption, notice of redemption having

been given or waived as aforesaid and payment of the principal, premium, if any, and accrued interest due on this Bond or the portion hereof so called for redemption, as applicable, having been made to the order of the Registered Owner, or money for such payment then being held by the Bank, acting as paying agent and sinking fund depository for the Township, interest on this Bond or the portion hereof so called for redemption, as applicable, shall cease to accrue; and, if this Bond shall have been called for redemption in full, it shall cease to be entitled to any benefit or security under the Ordinance (hereinafter defined), and the registered owner or any other holder hereof shall have no further rights with respect to this Bond, except to receive payment of the principal of and accrued interest hereon to the redemption date, together with any applicable redemption premium, if any.

This Bond is issued in accordance with provisions of the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (the "Act"), and by virtue of a duly enacted Ordinance (the "Ordinance") of the Township. The Act, as such shall have been in effect when this Bond was authorized, and the Ordinance shall constitute a contract between the Township and the Registered Owner, from time to time, of this Bond.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by this Bond, together with any other indebtedness of the Township, is not in excess of any applicable limitation imposed by the Act upon the incurring of the debt of the Township which is evidenced by this Bond.

The Township has covenanted, in the Ordinance, to and with registered owners, from time to time, of this Bond that the Township shall: (i) include the amount of the debt service on this Bond, for each fiscal year of the Township in which such sums are payable, in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal of and interest on this Bond at the dates and places and in the manner stated herein, according to the true intent and meaning hereof; and, for such budgeting, appropriation and payment, the Township has pledged and does pledge, irrevocably, its full faith, credit

and taxing power. The Act provides that the foregoing covenant of the Township shall be enforceable specifically.

The Township, in the Ordinance, has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal of and the interest on this Bond shall be deposited not later than the date fixed for the disbursement thereof. The Township has covenanted, in the Ordinance, to make payments out of such sinking fund or out of any other of its revenues or funds, at such times in such annual amounts, as shall be sufficient for prompt and full payment of all obligations of this Bond.

Ownership of this Bond is transferable by the Government, or by any subsequent registered owner in person or by his attorney duly authorized, in writing, at the principal office of the Township, but only upon notation of such transfer of ownership hereon and on the records of the Township to be kept for that purpose at the such office by a duly authorized officer or representative of the Township. The Township and the Paying Agent may deem and treat the person, from time to time, in whose name ownership of this Bond shall be registered as the absolute owner hereof for the purpose of receiving payment hereof and of interest due hereon, for the purpose of redemption hereof prior to maturity and for all other purposes.

IN WITNESS WHEREOF, the TOWNSHIP OF BETHEL, Berks County, Pennsylvania, as provided by the Act and in the Ordinance, has caused this Bond to be executed in its name and on its behalf by the manual signature of the Chairman or the Vice Chairman of its Board of Supervisors and the official seal of the Township to be affixed hereto and the manual signature of the Secretary of the Township to be affixed hereto in attestation thereof, this ____ day of _____, 2013.

TOWNSHIP OF BETHEL,
Berks County, Pennsylvania

By: _____
(Vice) Chairman of the Board of Supervisors

ATTEST:

Secretary of the Township

(SEAL)

DELIVERY ENDORSEMENT

**TOWNSHIP OF BETHEL,
Berks County, Pennsylvania
GENERAL OBLIGATION BOND, SERIES OF 2013**

I, the undersigned, certify that this Bond was initially delivered to the United States of America, acting by and through the USDA Rural Housing Service, this _____ day of _____, 2013.

Secretary of the Township of Bethel, Berks
County, Pennsylvania

REDEMPTION RECORD
(PRINCIPAL PAID IN ADVANCE OF DUE DATE)

TOWNSHIP OF BETHEL,
Berks County, Pennsylvania
GENERAL OBLIGATION BOND, SERIES OF 2013

<u>AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL BALANCE</u>	<u>AUTHORIZED REPRESENTATIVE OR OFFICER</u>

REGISTRATION RECORD

**TOWNSHIP OF BETHEL,
Berks County, Pennsylvania
GENERAL OBLIGATION BOND, SERIES OF 2013**

NOTHING TO BE WRITTEN HERE EXCEPT BY A DULY AUTHORIZED OFFICER OR REPRESENTATIVE OF THE TOWNSHIP OF BETHEL, BERKS COUNTY, PENNSYLVANIA, OR OF THE FIRST NATIONAL BANK OF FREDERICKSBURG, OR ITS SUCCESSOR, AS REGISTRAR ON BEHALF OF SAID TOWNSHIP, OR OF ANY SUCCESSOR REGISTRAR ON BEHALF OF SAID TOWNSHIP.

Date of Registry	Name of Registered Owner	Authorized Officer or Representative of the Township or Bond Registrar
	United States of America, acting by and through the USDA Rural Housing Service	

EXHIBIT "B"

**TOWNSHIP OF BETHEL,
Berks County, Pennsylvania
General Obligation Bond, Series of 2013**

AMORTIZATION OF THE BOND

(SEE FOLLOWING SCHEDULE)¹

Bethel Township - Municipal Building 2013 Note

Compound Period: Semiannual

Nominal Annual Rate: 3.750 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	06/20/2013	1,740,110.00	1		
2	Payment	07/20/2013	Interest Only	2	Semiannual	01/20/2014
3	Payment	07/20/2014	43,140.54	76	Semiannual	01/20/2052

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	06/20/2013				1,740,110.00
1	07/20/2013	5,363.35	5,363.35	0.00	1,740,110.00
2013 Totals		5,363.35	5,363.35	0.00	
2	01/20/2014	32,627.06	32,627.06	0.00	1,740,110.00
3	07/20/2014	43,140.54	32,627.06	10,513.48	1,729,596.52
2014 Totals		75,767.60	65,254.12	10,513.48	
4	01/20/2015	43,140.54	32,429.93	10,710.61	1,718,885.91
5	07/20/2015	43,140.54	32,229.11	10,911.43	1,707,974.48
2015 Totals		86,281.08	64,659.04	21,622.04	
6	01/20/2016	43,140.54	32,024.52	11,116.02	1,696,858.46
7	07/20/2016	43,140.54	31,816.10	11,324.44	1,685,534.02
2016 Totals		86,281.08	63,840.62	22,440.46	
8	01/20/2017	43,140.54	31,603.76	11,536.78	1,673,997.24
9	07/20/2017	43,140.54	31,387.45	11,753.09	1,662,244.15

2017 Totals		86,281.08	62,991.21	23,289.87	
10	01/20/2018	43,140.54	31,167.08	11,973.46	1,650,270.69
11	07/20/2018	43,140.54	30,942.58	12,197.96	1,638,072.73
2018 Totals		86,281.08	62,109.66	24,171.42	
12	01/20/2019	43,140.54	30,713.86	12,426.68	1,625,646.05
13	07/20/2019	43,140.54	30,480.86	12,659.68	1,612,986.37
2019 Totals		86,281.08	61,194.72	25,086.36	
14	01/20/2020	43,140.54	30,243.49	12,897.05	1,600,089.32
15	07/20/2020	43,140.54	30,001.67	13,138.87	1,586,950.45
2020 Totals		86,281.08	60,245.16	26,035.92	
16	01/20/2021	43,140.54	29,755.32	13,385.22	1,573,565.23
17	07/20/2021	43,140.54	29,504.35	13,636.19	1,559,929.04
2021 Totals		86,281.08	59,259.67	27,021.41	
18	01/20/2022	43,140.54	29,248.67	13,891.87	1,546,037.17
19	07/20/2022	43,140.54	28,988.20	14,152.34	1,531,884.83
2022 Totals		86,281.08	58,236.87	28,044.21	
20	01/20/2023	43,140.54	28,722.84	14,417.70	1,517,467.13
21	07/20/2023	43,140.54	28,452.51	14,688.03	1,502,779.10
2023 Totals		86,281.08	57,175.35	29,105.73	
22	01/20/2024	43,140.54	28,177.11	14,963.43	1,487,815.67
23	07/20/2024	43,140.54	27,896.54	15,244.00	1,472,571.67
2024 Totals		86,281.08	56,073.65	30,207.43	

24	01/20/2025	43,140.54	27,610.72	15,529.82	1,457,041.85
25	07/20/2025	43,140.54	27,319.53	15,821.01	1,441,220.84
2025 Totals		86,281.08	54,930.25	31,350.83	
26	01/20/2026	43,140.54	27,022.89	16,117.65	1,425,103.19
27	07/20/2026	43,140.54	26,720.68	16,419.86	1,408,683.33
2026 Totals		86,281.08	53,743.57	32,537.51	
28	01/20/2027	43,140.54	26,412.81	16,727.73	1,391,955.60
29	07/20/2027	43,140.54	26,099.17	17,041.37	1,374,914.23
2027 Totals		86,281.08	52,511.98	33,769.10	
30	01/20/2028	43,140.54	25,779.64	17,360.90	1,357,553.33
31	07/20/2028	43,140.54	25,454.12	17,686.42	1,339,866.91
2028 Totals		86,281.08	51,233.76	35,047.32	
32	01/20/2029	43,140.54	25,122.50	18,018.04	1,321,848.87
33	07/20/2029	43,140.54	24,784.67	18,355.87	1,303,493.00
2029 Totals		86,281.08	49,907.17	36,373.91	
34	01/20/2030	43,140.54	24,440.49	18,700.05	1,284,792.95
35	07/20/2030	43,140.54	24,089.87	19,050.67	1,265,742.28
2030 Totals		86,281.08	48,530.36	37,750.72	
36	01/20/2031	43,140.54	23,732.67	19,407.87	1,246,334.41
37	07/20/2031	43,140.54	23,368.77	19,771.77	1,226,562.64
2031 Totals		86,281.08	47,101.44	39,179.64	
38	01/20/2032	43,140.54	22,998.05	20,142.49	1,206,420.15
39	07/20/2032	43,140.54	22,620.38	20,520.16	1,185,899.99
2032 Totals		86,281.08	45,618.43	40,662.65	

40	01/20/2033	43,140.54	22,235.62	20,904.92	1,164,995.07
41	07/20/2033	43,140.54	21,843.66	21,296.88	1,143,698.19
2033 Totals		86,281.08	44,079.28	42,201.80	
42	01/20/2034	43,140.54	21,444.34	21,696.20	1,122,001.99
43	07/20/2034	43,140.54	21,037.54	22,103.00	1,099,898.99
2034 Totals		86,281.08	42,481.88	43,799.20	
44	01/20/2035	43,140.54	20,623.11	22,517.43	1,077,381.56
45	07/20/2035	43,140.54	20,200.90	22,939.64	1,054,441.92
2035 Totals		86,281.08	40,824.01	45,457.07	
46	01/20/2036	43,140.54	19,770.79	23,369.75	1,031,072.17
47	07/20/2036	43,140.54	19,332.60	23,807.94	1,007,264.23
2036 Totals		86,281.08	39,103.39	47,177.69	
48	01/20/2037	43,140.54	18,886.20	24,254.34	983,009.89
49	07/20/2037	43,140.54	18,431.44	24,709.10	958,300.79
2037 Totals		86,281.08	37,317.64	48,963.44	
50	01/20/2038	43,140.54	17,968.14	25,172.40	933,128.39
51	07/20/2038	43,140.54	17,496.16	25,644.38	907,484.01
2038 Totals		86,281.08	35,464.30	50,816.78	
52	01/20/2039	43,140.54	17,015.33	26,125.21	881,358.80
53	07/20/2039	43,140.54	16,525.48	26,615.06	854,743.74
2039 Totals		86,281.08	33,540.81	52,740.27	
54	01/20/2040	43,140.54	16,026.45	27,114.09	827,629.65

55	07/20/2040	43,140.54	15,518.06	27,622.48	800,007.17
2040 Totals		86,281.08	31,544.51	54,736.57	
56	01/20/2041	43,140.54	15,000.13	28,140.41	771,866.76
57	07/20/2041	43,140.54	14,472.50	28,668.04	743,198.72
2041 Totals		86,281.08	29,472.63	56,808.45	
58	01/20/2042	43,140.54	13,934.98	29,205.56	713,993.16
59	07/20/2042	43,140.54	13,387.37	29,753.17	684,239.99
2042 Totals		86,281.08	27,322.35	58,958.73	
60	01/20/2043	43,140.54	12,829.50	30,311.04	653,928.95
61	07/20/2043	43,140.54	12,261.17	30,879.37	623,049.58
2043 Totals		86,281.08	25,090.67	61,190.41	
62	01/20/2044	43,140.54	11,682.18	31,458.36	591,591.22
63	07/20/2044	43,140.54	11,092.34	32,048.20	559,543.02
2044 Totals		86,281.08	22,774.52	63,506.56	
64	01/20/2045	43,140.54	10,491.43	32,649.11	526,893.91
65	07/20/2045	43,140.54	9,879.26	33,261.28	493,632.63
2045 Totals		86,281.08	20,370.69	65,910.39	
66	01/20/2046	43,140.54	9,255.61	33,884.93	459,747.70
67	07/20/2046	43,140.54	8,620.27	34,520.27	425,227.43
2046 Totals		86,281.08	17,875.88	68,405.20	
68	01/20/2047	43,140.54	7,973.01	35,167.53	390,059.90
69	07/20/2047	43,140.54	7,313.62	35,826.92	354,232.98
2047 Totals		86,281.08	15,286.63	70,994.45	

70	01/20/2048	43,140.54	6,641.87	36,498.67	317,734.31
71	07/20/2048	43,140.54	5,957.52	37,183.02	280,551.29
2048 Totals		86,281.08	12,599.39	73,681.69	
72	01/20/2049	43,140.54	5,260.34	37,880.20	242,671.09
73	07/20/2049	43,140.54	4,550.08	38,590.46	204,080.63
2049 Totals		86,281.08	9,810.42	76,470.66	
74	01/20/2050	43,140.54	3,826.51	39,314.03	164,766.60
75	07/20/2050	43,140.54	3,089.37	40,051.17	124,715.43
2050 Totals		86,281.08	6,915.88	79,365.20	
76	01/20/2051	43,140.54	2,338.41	40,802.13	83,913.30
77	07/20/2051	43,140.54	1,573.37	41,567.17	42,346.13
2051 Totals		86,281.08	3,911.78	82,369.30	
78	01/20/2052	43,140.54	794.41	42,346.13	0.00
2052 Totals		43,140.54	794.41	42,346.13	
Grand Totals		3,316,671.45	1,576,561.45	1,740,110.00	

CERTIFICATE

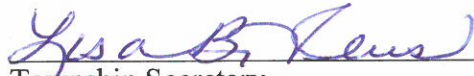
I, the undersigned, Secretary of the Township of Bethel, Berks County, Pennsylvania (the "Township"), certify that: the foregoing is a true and correct copy of an Ordinance which duly was enacted by the Board of Supervisors of the Township, in accordance with law, at a meeting duly held on May 20, 2013; said Ordinance has been certified and recorded by me, as Secretary of the Township, in the book provided for the purpose of such recording; said Ordinance, upon enactment, as aforesaid, was assigned Ordinance No. 2013-01; the total number of members of the Board of Supervisors of the Township is three (3); the vote of members of the Board of Supervisors of the Township, upon enactment of said Ordinance, the yeas and nays having been called, duly was recorded by me, as Secretary, as follows:

Herbert Zechman, Jr. - Yes
 Randall Haag - Yes
 Carl R. Kauffman, III - Yes;

Said Ordinance has been advertised, as required by law, in a newspaper of general circulation in the Township; said Ordinance was available for inspection by any interested citizen requesting the same in accordance with the requirements of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania and such notice; notice of enactment of said Ordinance is to be published, as required by law, in a newspaper of general circulation in the Township; and said Ordinance has not been amended, altered or repealed, as of the date of this Certificate.

I further certify that the Board of Supervisors of the Township met the advance notice and public comment requirements of the Sunshine Act, 65 Pa.C.S. §701 et seq., by advertising the time and place of said meeting, by posting prominently a notice of said meeting at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Township, this 20th day of May, 2013.



 Township Secretary

(SEAL)

¹Attached schedule assumes the Bond, which shall have a term of forty (40) years from the date of its issuance, is issued by the Township to the Government on June 20, 2013 (the "Closing Date"), and is payable as follows, in accordance with the Proposal: Two (2) semiannual interest only payments are due and payable during the first year after the Closing Date followed by 76 equal semiannual principal and interest amortization payments. The interest and the amortization payments shown on the attached schedule have been calculated using the entire maximum stated principal amount of the Bond and the maximum interest rate of 3.75% per annum, as specified in the Proposal. In accordance with the terms of the accepted Proposal of the Government, the interest rate on the Bond will be the lower of 3.75% per annum or the interest rate made available by the Government on the Closing Date. If the available interest rate on the Closing Date is lower than 3.75% per annum, the Bond will bear interest at such lower rate, and payments due on the Bond will be recalculated to reflect the lower interest rate and the amortization of the principal in equal semiannual installments of interest and principal over the term of 38 years beginning two (2) years after the Closing Date.

