

RESOLUTION – 2020
CHESTER UPLAND SCHOOL DISTRICT
DELAWARE COUNTY, PENNSYLVANIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF BONDS IN THE AMOUNT OF UP TO TWENTY-THREE MILLION DOLLARS (\$23,000,000); PROVIDING FOR THE DATE, MAXIMUM INTEREST, MAXIMUM MATURITY DATES AND PLACE OF PAYMENT WITH RESPECT TO THE BONDS; SETTING FORTH THE PARAMETERS FOR ACCEPTANCE OF A PROPOSAL AND AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING THE RECEIVER AND PROPER OFFICERS TO EXECUTE AND DELIVER THE BONDS; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE PROCEEDINGS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AND SETTING FORTH A FORM OF BOND

WHEREAS, Dr. Juan Baughn, or his lawful successor, has been duly appointed to the position of Receiver (the "Receiver") by the Court of Common Pleas of Delaware County, pursuant to the provisions of the Public School Code of 1949, as amended by Act No. 141 of the 195th Pennsylvania General Assembly (convened in its 2011-12 Regular Session), approved July 12, 2012 ("Act 141 of the School Code"); and

WHEREAS, pursuant to Act 141 of the School Code, the Receiver is authorized to exercise all the powers and duties imposed or conferred by law on the Board of School Directors of the Chester Upland School District, Delaware County, Pennsylvania (the "School District" or "Local Government Unit"), except for the power to levy taxes or fix the tax rate of the School District, and the Board of School Directors of the School District understand that they are required to levy taxes as directed by the Receiver and take actions that in the Receiver's judgment are necessary to implement the School District's Financial Recovery Plan, as amended, and approved by the Court of Common Pleas of Delaware County (the "Amended Financial Recovery Plan"); and

WHEREAS, the School District has heretofore issued its State Public School Building Authority (the "SPSBA") School Revenue Bonds, Series A of 2011 (the "2011A Bonds"); and

WHEREAS, the proceeds of the School District's 2011A Bonds were used for the purposes of and to provide financing for: (i) the funding of the costs of constructing alterations, renovations and additions to and the furnishing and equipping of the Showalter Middle School in order that the Showalter Middle School would become a science and discovery high school as part of the Chester High School; (ii) refund the outstanding principal and interest due on certain outstanding indebtedness of the School District; and (iii) paying the costs and expenses related to the issuance of the 2011A Bonds; and

WHEREAS, the School District has heretofore issued its State Public School Building Authority School Revenue Bonds, Series C of 2011 (the "2011C Bonds"); and

WHEREAS, the proceeds of the School District's 2011C Bonds were used for the purposes of and to provide financing for: (i) the funding of the costs of constructing alterations, renovations and additions to and the furnishing and equipping of the Showalter Middle School in order that the Showalter Middle School would become a science and discovery high school as part of the Chester High School; (ii) refund the outstanding principal and interest due on certain outstanding indebtedness of the School District; and (iii) paying the costs and expenses related to the issuance of the 2011C Bonds; and

WHEREAS, the School District has determined to undertake a project for the purposes of and to provide financing for: (a) the advance or current refunding of all or a portion of the School District's 2011A Bonds (the "2011A Refunded Bonds") on a taxable or tax-exempt basis; (b) the advance or current refunding of all or a portion of the School District's 2011C Bonds (the "2011C Refunded Bonds") and collectively with the 2011A Refunded Bonds, the "Refunded Bonds") on a taxable or tax-exempt basis; (c) the addition of air conditioning to un-air conditioned school buildings, window repairs and replacements at various school buildings and the other various capital projects of the School Districts (collectively, the "Capital Projects"); (d) funding the School District's contributions to the Public School Employee's Retirement System; and (e) paying the costs and expenses related to the issuance of the Bonds (hereinafter defined) (collectively, the "Project"); and

WHEREAS, the School District has determined to finance the Project by incurring indebtedness and issuing its Bonds in accordance with the Pennsylvania Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "Act"), the proceeds of which shall be used for the purpose of financing the Project and paying the expenses of issuing the Bonds; and

WHEREAS, the School District has determined to establish certain parameters under which it will accept a proposal (the "Proposal") for the purchase of the Bonds, hereinafter described, and has determined that it is in the best interest of the School District to secure a purchase proposal by private negotiated sale in connection with the above-described financing; and

WHEREAS, the School District has received an acceptable Proposal for the purchase in one or more series of its general obligation bonds in the aggregate principal amount of up to TWENTY-THREE MILLION DOLLARS (\$23,000,000) (the "Bonds") by PNC Capital Markets, LLC (the "Purchaser"), which Bonds are to be issued in one or more series beginning effective in or around September 2020 or as otherwise determined by the School District in accordance with the terms and conditions of the Proposal, within and subject to the parameters and in the form of Proposal as herein provided; and

WHEREAS, the School District desires to authorize the issuance of the Bonds, in the aggregate principal amount of up to TWENTY-THREE MILLION DOLLARS (\$23,000,000) for the purposes set forth herein, upon the terms and conditions and in the form as herein provided, and to authorize the acceptance of the Proposal.

NOW, THEREFORE, BE IT RESOLVED, by the Receiver and the Board of School Directors of the School District, that:

SECTION 1. Establishment of Parameters for Bonds. The School District hereby establishes that the issuance of the Bonds authorized hereunder shall be subject to the Bonds satisfying the following parameters: (a) the Bonds shall be issued in one or more series on a taxable or tax-exempt basis, and shall not exceed TWENTY-THREE MILLION DOLLARS (\$23,000,000) in aggregate principal amount (net original issue discount and original issue premium); (b) the Bonds shall not mature later than the dates set forth on Schedule "A" attached hereto and made part hereof; (c) the purchase price for the Bonds shall not be less than 95% or more than 125% of par of the Bonds; (d) the Underwriter's discount shall not exceed \$6.50 per \$1,000.00 of Bonds; (e) the net present value savings resulting from the refunding of a portion of the Refunded Bonds shall not be less than 3 percent (3%) of the principal amount of the Refunded Bonds being refunded, net of costs of issuance; and (f) the maximum principal amounts and the maximum interest rates shall not exceed those stated on Schedule "A".

The School District hereby acknowledges receipt of a form of Proposal from the Purchaser submitting a final Proposal in the form thereof pursuant to which the School District agrees to sell its Bonds to the Purchaser subject to the Purchaser satisfying the conditions and parameters set forth therein as shall be confirmed as set forth below. A copy of the form of Proposal, as well as the Addendum to the Proposal for each series of the Bonds, shall be delivered to the Receiver or Secretary of this School District and shall be affixed to and shall become part of this Resolution. Upon a determination by the Receiver or Superintendent that the final Proposal and Addendum to the Proposal submitted to the School District by the Purchaser meets the parameters set forth above, and that the timing of the proposed closing is appropriate in relation to the pending call dates of the Refunded Bonds, the Receiver or Superintendent, or any duly appointed successor, as the case may be, is hereby authorized and directed to accept the Proposal and Addendum to the Proposal on behalf of the School District and execute the Proposal and Addendum to the Proposal in accordance therewith, and deliver a copy of the same to the Receiver or Secretary of the Board of Directors of the School District pursuant to the procedure set forth below.

The Purchaser shall determine the final terms of each series of the Bonds within the parameters set forth in the Proposal and this Resolution, including without limitation the final interest rates, initial offering prices and yields and any other appropriate terms and conditions applicable to each such series of the Bonds, and shall present such final terms to the Receiver for the School District. The Receiver is hereby authorized and directed to review and approve the final terms of each series of the Bonds presented by the Purchaser and to determine if such terms are within the parameters established hereunder. Upon presentation by the Purchaser of the final terms of each series of the Bonds in satisfaction of the conditions and parameters set forth in the Proposal and this Resolution, the Receiver or Superintendent, or any duly appointed successors, as the case may be, are hereby authorized and directed to confirm in writing that such conditions and parameters have been satisfied, to accept the final terms of the applicable series of the Bonds, to execute and deliver an Addendum to the Proposal setting forth the final terms of the applicable series of the Bonds and to authorize the release of the applicable series of the Bonds upon settlement thereof.

SECTION 2. Authorization of Issuance of Bonds and Approval of Project. The School District hereby approves the Project described in the recitals hereto and authorizes the incurring of indebtedness pursuant to the Act by the issuance of the Bonds in the principal amount of up to TWENTY-THREE MILLION DOLLARS (\$23,000,000) for the purpose of providing funds for and toward the costs of the Project, including the financing of expenses associated therewith. The portion of the Project to refund the Refunded Bonds is being undertaken by the School District for the purpose of reducing total debt service over the life of the series, in compliance with Section 8241(b)(1) of the Act. The Bonds are to be sold and delivered as hereinafter provided.

SECTION 3. Useful Lives.

A. Refunded Bonds. The realistic estimated useful lives of the capital projects financed or refinanced with the proceeds of the Refunded Bonds were determined at the time of issuance of the Refunded Bonds to be not less than thirty (30) years and will extend beyond the maturity of the Bonds.

B. Capital Projects. The proceeds of the Bonds designated for the Capital Project shall be deposited in the School District's Capital Project Fund and shall be applied by the School District from time to time to the Capital Project as approved by the Receiver or Business Manager. It is hereby determined and declared that the average estimated useful life of the components of the Capital Project is not less than fifteen (15) years and that the School District has obtained realistic estimates of the costs of such projects through bid prices or estimates from qualified persons as required by Section 8006 of the Act. It is hereby determined that the Bonds are scheduled to mature in accordance with the limitations set forth in Section 8142 of the Act.

SECTION 4. Non-Electoral Debt. All of the debt to be incurred upon issuance of the School District's Bonds shall be incurred as non-electoral debt.

SECTION 5. Execution of Debt Statement and Bonds and Filing of Debt Proceedings. The Receiver, President and the Secretary of the Board of Directors or Superintendent, Vice President and Assistant Secretary, in the absence of the Receiver, President or Secretary, or any duly appointed successors, as the case may be, are hereby directed to prepare and certify and to file the debt statement required by Section 8110 of the Act, to execute and deliver the Bonds evidencing the debt to be incurred to the purchaser thereof, and to prepare and certify all filings required pursuant to Section 8111 of the Act, pertaining to submission to the Pennsylvania Department of Community and Economic Development (the "Department"), of the transcript of the proceedings, which shall include certified copies of this Resolution, proofs of proper publication, the accepted proposal for the purchase of the Bonds and such other documents as may be necessary in connection with the same and to take all such further action and to execute and deliver such other documents as may be necessary or appropriate to comply with all requirements of the Act or to carry out the intent and purposes of this Resolution. Any actions taking with respect to the foregoing prior to the date of this Resolution are hereby ratified and approved.

SECTION 6. Terms and Form of Bonds. The Bonds when issued shall be general obligation bonds issued in fully registered form and shall be in the denomination of Five Thousand Dollars (\$5,000), or in any integral multiple thereof within the limitations provided herein. The Bonds shall be issued in one or more series in the aggregate principal amount of not more than TWENTY-THREE MILLION DOLLARS (\$23,000,000), shall be dated such date as shall be determined in accordance with the final terms of the Bonds (the “Bond Issuance Date”), shall bear interest from the Bond Issuance Date at the rates per annum in accordance with and within the parameters established pursuant hereto, all as set forth in Schedule “A” and in the Proposal, and shall mature on those dates contained therein, but in no event later than June 30, 2027. The Bonds shall be payable at the place and in the manner and shall be substantially in the form attached hereto as Schedule “B” and made a part hereof. The Bonds shall be numbered as issued, without regard to denomination or maturity.

SECTION 7. Appointment of Paying Agent and Sinking Fund Depository. U.S. Bank National Association, Philadelphia, Pennsylvania, is hereby appointed to serve as paying agent, Bond registrar and sinking fund depository (the “Paying Agent”) for the Bonds and the Receiver and the Secretary of the Board of School Directors, or Acting Superintendent and Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose), or any duly appointed successor, as the case may be, are directed to contract with the Paying Agent to obtain its services in the aforementioned capacities, which contract may include an intercept agreement. The School District shall cause to be kept, and the Paying Agent is hereby directed to keep, at the designated corporate trust offices of the Paying Agent, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as Bonds shall remain outstanding. The Paying Agent is hereby directed to make such registrations, exchanges and transfers without charge to Bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

SECTION 8. Establishment of Sinking Fund. The School District covenants to establish, and there is hereby established, a sinking fund (the “Sinking Fund”) for the payment of each series of the Bonds with the Paying Agent. The School District Treasurer or Business Manager shall pay the amounts required pursuant to the covenants contained herein into the Sinking Fund, which shall be maintained until such series of Bonds are paid in full. Sums sufficient to meet the requirements of the semi-annual interest payments and scheduled maturities shall be deposited into the Sinking Fund not later than the date when interest and/or principal is to become due on the applicable series of Bonds, or earlier as required pursuant to any intercept agreement with the Paying Agent. The funds in the Sinking Fund shall be subject to withdrawal by the Paying Agent only to pay the principal and interest on the applicable series of Bonds as the same becomes due and payable in accordance with the terms thereof. The School District hereby covenants that such monies, to the extent required, will be applied to such purpose. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust offices of the Paying Agent.

SECTION 9. Covenant to Pay Bonds. The School District covenants that, to the fullest extent authorized under law:

a. The amount of the debt service with respect to the Bonds payable in each fiscal year shall be included in the School District budget for that year;

b. The School District shall appropriate such amounts from its general revenues necessary for the payment of such debt service;

c. It shall duly and punctually pay, or cause to be paid from its sinking fund or any other of its revenues or funds, the principal of and interest due upon the Bonds, to the extent of its obligation, on the dates, at the places and in the manner stated in the Bonds, according to the true intent and meaning thereof; and

d. For such payment, budgeting and appropriation the School District herewith irrevocably pledges its full faith, credit and taxing power.

The covenant contained in this Section shall be specifically enforceable.

SECTION 10. Sale of Bonds. In compliance with Section 8161 of the Act, the Receiver hereby determines that a private sale by negotiation is in the best financial interest of the School District and that the Bonds shall be sold as provided herein.

SECTION 11. Acceptance of Proposal for Purchase of Bonds. The Proposal presented at this meeting by the Purchaser is hereby found by the Receiver to be in conformity with the requirements of the Act and of this Resolution for the purchase and sale of the Bonds, and is, together with any Addendum to the Proposal executed pursuant hereto, hereby authorized to be accepted, and the Bonds are hereby authorized to be awarded to the Purchaser subject to the provisions of Section 1 of this Resolution and the submission of a final Proposal and Addendum to the Proposal satisfying the parameters set forth therein. The officers of the School District are hereby authorized to deliver the Bonds to the Purchaser upon receipt of the principal amount thereof and upon compliance with all of the conditions precedent to such delivery required by the Act, the Resolution, the Proposal, and Addendum to the Proposal.

SECTION 12. Execution, Authentication and Delivery of Bonds. The Bonds, when issued, shall be executed either manually or by facsimile by the Receiver, Superintendent or President of the Board of School Directors of the School District and shall have the corporate seal or facsimile thereof of the School District affixed thereto and be duly attested by the Secretary or Assistant Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) of the Board of School Directors. The Bonds shall be authenticated by the manual signature of the Paying Agent. Furthermore, the Receiver, Superintendent, and President of the Board of School Directors and Secretary (or any acting Secretary or Assistant Secretary appointed for such purpose) are authorized and directed to deliver the Bonds, but only after the Department has certified its approval pursuant to Section 8204 of the Act, and to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issuance, sale and delivery of the Bonds, all in accordance with this Resolution and the Act and/or the Proposal.

SECTION 13. Appointment of Securities Depository. The Depository Trust Company, New York, New York (“DTC”), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system (“DTC Participants”). The ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each Bond will be in the aggregate principal amount of such maturity as established in accordance with the final terms of the Bonds within the parameters set forth herein shown on Schedule “A” attached hereto and as accepted by the School District in accordance with Section 1 hereof. The School District shall cause the Bonds to be delivered to DTC for the benefit of the Purchaser on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the “Beneficial Owner”) will not receive certificated Bonds and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the School District nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The School District is authorized to execute such documents as may be necessary or desirable in connection with DTC’s services as securities depository. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the School District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, the School District officials then holding the offices set forth in Section 13 of this Resolution are hereby authorized to designate a successor securities depository or to deliver certificates to the Beneficial Owners of the Bonds.

SECTION 14. Redemption Provisions. Specific redemption provisions, including mandatory redemption provisions, if any, will be as set forth in the Proposal and as further set forth in the Bonds.

The Paying Agent shall give notice of any such redemption by first-class mail, postage prepaid, mailed not less than thirty (30) nor more than forty-five (45) days prior to the redemption date to each registered owner of Bonds to be redeemed at its registered address as it appears on the bond register maintained by the Paying Agent, or such other notice of redemption as deemed appropriate. Such notice having been mailed and funds sufficient for redemption having been deposited with the Paying Agent, the Bonds so called for redemption shall become due and payable on the date fixed for redemption and interest thereafter shall cease to accrue thereon, whether such Bonds shall be presented for payment or not.

SECTION 15. Limitation on Indebtedness. It is declared that the debt to be incurred hereby, together with any other indebtedness of this Local Government Unit, is not in excess of any limitation imposed by the Act upon the incurring of debt by the School District.

SECTION 16. Federal Tax Covenants. The School District hereby covenants with the holders from time to time of the Bonds, if issued on a tax-exempt basis, that it will at all times do and perform all actions and things within its power which are necessary or desirable in order to assure that interest paid on the Bonds will, for purposes of federal income taxation, be and remain excludable from the gross income of the recipients thereof and that it will refrain from doing or performing any act or thing that would cause such interest not to be so excludable and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"). The School District further covenants with the holders from time to time of the Bonds issued on a tax-exempt basis that it will make no investment or other use of the proceeds of the Bonds, which, if such investment or use had been reasonably expected on the date of issuance of the Bonds, would cause the Bonds to be "arbitrage bond(s)" within the meaning of Section 148 of the Code, and the regulations applicable thereto and that this covenant shall extend throughout the term of the Bonds and shall apply to all amounts which are proceeds of the Bonds for purposes of said section and regulations. Neither the Treasurer nor any other official or agent of the School District shall make any investment inconsistent with the foregoing covenant. The Treasurer and all other School District officials responsible for investment shall request and follow, if given, the advice or direction of bond counsel for the School District (the "Bond Counsel") as to investments, which may be made in compliance with this covenant. The appropriate officers of the School District are hereby authorized to execute a tax compliance agreement (the "Tax Compliance Agreement") to carry out the foregoing covenants.

The Tax Compliance Agreement shall be substantially in the form acceptable to Bond Counsel, with such changes as may be approved by the officer executing the Tax Compliance Agreement, upon the advice of Bond Counsel, such approval to be conclusively evidenced by such officer's execution of the Tax Compliance Agreement. If required under the Tax Compliance Agreement, there shall be established a "bond rebate fund," which shall be held and maintained by the School District in accordance with the Tax Compliance Agreement, separate and apart from other funds of the School District. The foregoing tax covenants in this Section 16 may be excused or modified if, and to the extent that, the School District receives an opinion of nationally recognized bond counsel that such absence of compliance will not adversely affect the exemption from federal income taxation of interest on the Bonds.

SECTION 17. Continuing Disclosure. The School District covenants to provide, pursuant to Rule 15c2-12(b) promulgated by the Securities and Exchange Commission, for the benefit of the holders of the Bonds certain financial and operating data in accordance with the terms of a continuing disclosure agreement to be executed by the School District in connection with the issuance of the Bonds, upon terms and in the form approved by the solicitor and bond counsel to the School District.

SECTION 18. Approval of Official Statement. The appropriate officers of the School District authorized by Section 1 of this Resolution to accept the final terms of each series of the Bonds in accordance with such Section 1 are hereby authorized to approve the Preliminary Official Statement for each applicable series of the Bonds in the form to be prepared in connection with the public offering and sale of the Bonds by the Purchaser, and such Preliminary

Official Statement as so approved shall be “deemed final” by the School District as of its date for purposes of United States Securities and Exchange Commission Rule 15c2-12. A final Official Statement to be dated on or about the date of each Addendum to the Proposal setting forth the final terms of each series of the Bonds within the parameters established hereunder as accepted by the School District, substantially in the form of the Preliminary Official Statement approved by the appropriate officers of the School District in accordance with the foregoing provisions with such additions and other changes, if any, as may be approved by the appropriate officers of the School District with the advice of the School District Solicitor and containing the final terms of each series of the Bonds, shall be prepared and delivered to the Purchaser within seven (7) business days from the date of the applicable Addendum to the Proposal, and the School District hereby approves the use thereof in connection with the public offering and the sale of the Bonds.

SECTION 19. Bond Insurance. If the proposal for the purchase of any series of the Bonds offering the lowest interest cost to the School District is based on insurance for such Bonds, the officers of the School District are hereby authorized to purchase a policy of insurance guaranteeing the payment of the principal of and interest on such Bonds, to pay the premium for such policy from the proceeds of such Bonds and to execute such documents as may be necessary to effect the issuance of such policy. If applicable, the applicable Bonds issued under this Resolution may include a statement of the terms of such insurance policy and the Authentication Certificate of the Paying Agent appearing on each Bond may include a statement confirming that the original or a copy of the insurance policy is on file with the Paying Agent.

SECTION 20. Refunding of Refunded Bonds.

The proper officers of the School District are hereby authorized and directed to contract with the respective paying agents or trustees for the Refunded Bonds (the “Refunded Bond Paying Agents/Trustees”) as the true and lawful attorney and agent of the School District to effect the redemption and payment, including payment of interest, of the Refunded Bonds on such date as may be approved by the Receiver or Acting Superintendent of the School District with the advice of the School District Solicitor and Bond Counsel. The Refunded Bond Paying Agents/Trustees, in the name, place and stead of the School District, shall mail, with respect to the Refunded Bonds, a notice of redemption as required by the terms of the Refunded Bonds. The School District hereby agrees to provide for payment of the expenses of such mailings from proceeds of the Bonds or from moneys otherwise made available by the School District and gives and grants the Refunded Bond Paying Agents/Trustees full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes as the School District might do on its own behalf, and hereby ratifies and confirms all that said agents shall do or cause to be done by virtue thereof.

Subject only to completion of delivery of, and settlement for, the Bonds, the School District hereby calls for redemption and payment of the Refunded Bonds on such date as may be approved by the Receiver or Acting Superintendent of the School District with the advice of the School District Solicitor and Bond Counsel. The Receiver and Acting Superintendent and Secretary or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose) or any duly appointed successors, as the case may be, are hereby authorized to

execute any agreements or documents deemed appropriate concerning the same, including, but not limited to, a Tax Compliance Agreement and/or Escrow and Pledge Agreements.

The proper officers are hereby authorized and directed to cause the Paying Agent to use proceeds of the Bonds to purchase United States Treasury Securities in connection with the Project as and when directed by the Business Manager, and to engage a verification agent with respect to the advance refunding of the Refunded Bonds.

SECTION 21. Application of Bond Proceeds. The purchase price of each series of the Bonds and any accrued interest payable by the Purchaser shall be paid to the Paying Agent on behalf of the School District. In addition, the School District shall deposit with the Paying Agent the bid security and make such additional deposits of cash from the funds of the School District as shall be necessary to cover all of the issuance costs of each series of the Bonds.

Upon receipt of such funds, the Paying Agent shall deposit the same in a settlement account. From the settlement account of any series of Bonds used to finance the Project, the Paying Agent shall transfer to the Refunded Bond Paying Agents the amount required to effect all or a portion, as applicable, of the refunding of the Refunded Bonds, as provided in Section 20 hereof, and shall make the deposits and disbursements set forth on the Closing Statement executed by the officers of the School District and payment of the issuance costs on behalf of the School District upon presentation of proper invoices therefor.

SECTION 22. Qualified Tax-Exempt Obligations. The School District may designate all or any portion of the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code. In the event of such designation, as confirmed by the Receiver or Business Manager, the School District hereby authorizes the proper officers of the School District to execute a certificate to that effect at the time of the closing.

SECTION 23. Reimbursement Resolution. This School District may, from time to time, apply money from its general fund (consisting of general tax and related revenues, including proceeds of any tax and revenue anticipation notes), or from any capital reserve fund, for the purpose of paying certain expenditures relating to the Capital Project. The School District declares its intention to reimburse its general fund (consisting of general tax and related revenues, including proceeds of any tax and revenue anticipation notes), or any capital reserve fund, for such amounts paid for expenditure allocable to the Capital Project from and after the date which is sixty (60) days prior to the date of this Resolution, from proceeds of a borrowing by this School District, through the incurrence of tax-exempt debt, if the Bonds allocable to the Capital Project are issued on a tax-exempt basis.

SECTION 24. SPSBA. The School District hereby authorizes and directs the proper officers of the School District to execute, among other things, an amendment to the lease/sublease agreement or schedules thereto between the School District and the SPSBA to reflect the refunding of the Refunded Bonds, amend, modify or supplement the escrow agreement, or schedules thereto, or to enter into or modify, amend or supplement other agreements and certificates to or in connection with the 2011A and 2011C Bonds as necessary or desired to reflect the refunding of the Refunded Bonds, to obtain the consent of any party to the

2011A and 2011C Bond transaction, if needed or desired in connection with the refunding of the Refunded Bonds, including without limitation, the SPSBA, the Commonwealth, or the Indenture Trustee, and to pay the costs and expenses of such parties and their counsel.

SECTION 25. Further Actions. The Receiver and Acting Superintendent and the Secretary or Assistant Secretary (or any Acting Secretary or Assistant Secretary appointed for such purpose) are, or any duly appointed successor, as the case may be, in the name of and on behalf of the School District are hereby authorized to execute any agreements, instruments or documents and to do or cause to be done any and all acts and things deemed necessary or appropriate for the carrying out of the purposes of this Resolution and to comply with the Act.

SECTION 26. Severability. In the event any provision, section, sentence, clause or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the School District that such remainder shall be and shall remain in full force and effect.

SECTION 27. Repealer. All prior resolutions or parts thereof inconsistent herewith, are hereby repealed.

SECTION 28. Effective Date. This Resolution shall take effect on the earliest date permitted by the Act.

[signature page follows]

ADOPTED by the Receiver and the Board of School Directors of the Chester Upland School District this ___ day of _____, 2020.

CHESTER UPLAND SCHOOL
DISTRICT

Attest: _____
Fred Green, Secretary
Board of School Directors

BY: _____
Dr. Juan Baughn, Receiver

By: _____
Anthony Johnson, President
Board of School Directors

SCHEDULE "A"

BOND INTEREST RATES & MATURITY SCHEDULE

Chester Upland School District
General Obligation Bonds, Series 2020
Not To Exceed Debt Service Table

Date	Principal	NTE Rate	Interest	Debt Service	Annual Debt Service
9/15/2020				0.00	
3/15/2021	195,000.00	4.000%	462,555.56	657,555.56	657,555.56
9/15/2021	720,000.00	4.000%	456,100.00	1,176,100.00	
3/15/2022			441,700.00	441,700.00	1,617,800.00
9/15/2022	735,000.00	4.000%	441,700.00	1,176,700.00	
3/15/2023			427,000.00	427,000.00	1,603,700.00
9/15/2023	745,000.00	4.000%	427,000.00	1,172,000.00	
3/15/2024			412,100.00	412,100.00	1,584,100.00
9/15/2024	6,530,000.00	4.000%	412,100.00	6,942,100.00	
3/15/2025			281,500.00	281,500.00	7,223,600.00
9/15/2025	6,915,000.00	4.000%	281,500.00	7,196,500.00	
3/15/2026			143,200.00	143,200.00	7,339,700.00
9/15/2026	7,160,000.00	4.000%	143,200.00	7,303,200.00	
3/15/2027			0.00	0.00	7,303,200.00
9/15/2027			0.00	0.00	
3/15/2028			0.00	0.00	0.00
9/15/2028			0.00	0.00	
3/15/2029			0.00	0.00	0.00
9/15/2029			0.00	0.00	
3/15/2030			0.00	0.00	0.00
9/15/2030			0.00	0.00	
3/15/2031			0.00	0.00	0.00
Total	23,000,000.00		4,329,655.56	27,329,655.56	27,329,655.56

SCHEDULE "B"

FORM OF BONDS

(See attached)

Unless this certificate is presented by an Authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL in as much as the registered owner hereof, Cede & Co., has an interest herein.

NO: R-_____ \$ _____

_____ SCHOOL DISTRICT
 _____ COUNTY, PENNSYLVANIA
 GENERAL OBLIGATION BONDS
 SERIES OF 20 _____

INTEREST RATE	MATURITY DATE	DATED DATE OF SERIES	CUSIP
_____ %	_____	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

_____ SCHOOL DISTRICT, _____ County, Commonwealth of Pennsylvania, (the “School District”), for value received, hereby promises to pay to the registered owner named above, or registered assigns, on the maturity date specified above, unless this Bond shall have been previously called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, the principal sum shown above and to pay interest thereon calculated on the basis of a year of 360 days comprised of (12) twelve (30) thirty-day months, at the annual rate specified above from the interest payment date next preceding the date of registration and authentication of the Bond, unless: (a) such Bond is registered and authenticated as of an interest payment date, in which event such Bond shall bear interest from said interest payment date, or (b) such Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event such Bond shall bear interest from such interest payment date, or (c) such Bond is registered and authenticated on or prior to the Record Date preceding the first payment date of _____, in which event such Bond shall bear interest from _____, or (d) as shown by the records of the Paying Agent, interest on such Bond shall be in default, in which event such Bonds shall bear interest from the date to which interest was last paid on such Bond. Interest shall be paid initially on _____ and thereafter, semi-annually on _____ and _____ of each year, until the principal sum is paid. The principal or redemption price of and interest on this Bond may be paid in any coin or currency of the United States of America, which, at the time of payment, is legal tender for the payment of public or private debts.

The principal or redemption price of this Bond is payable upon presentation and surrender hereof at the principal corporate office of _____ Bank, _____, Pennsylvania, as Paying Agent (the "Paying Agent"). Interest shall be paid by check mailed to the registered owner hereof as shown on the registration books kept by the Paying Agent as of the close of business on the applicable Record Date (as hereinafter defined) or at the election of such registered owner of a Bond in a denomination of \$500,000 or more, by wire transfer to a designated account, provided that any such election shall be received by the Paying Agent in writing not less than 10 days prior to the first payment of interest to which it relates.

Interest on each Bond is payable by check drawn on the Paying Agent which shall be mailed to the registered owner whose name and address shall appear at the close of business on the fifteenth _____ day (whether or not a day on which the Paying Agent is open for business) next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of such Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names such Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

This Bond is not insured. [or This Bond is insured by _____ pursuant to the Statement of Insurance attached hereto and incorporated herein.]

This Bond is one of a duly authorized issue of \$ _____ principal amount of General Obligation Bonds, Series of 20__ (the "Bonds") of the School District consisting of Bonds in the denomination of \$5,000 or integral multiples thereof maturing on _____, 20__ and on each _____ thereafter to and including _____, 20. [and then on _____, 20__ [if term bond]. The Bonds are issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177) (the "Act"), without the assent of the electors, pursuant to a resolution of the Board of School Directors of the School District adopted _____ (the "Resolution") which authorized issuance of the Bonds. The Bonds have been issued by the School District for the purposes of (i) _____, (ii), _____, and (iii) paying the costs and expenses related to the issuance of the Bonds.

Reference is hereby made to the Resolution and the Act for a complete statement of the right of the holders hereof, which by acceptance of this Bond, such holder accepts.

Reference is hereby also made to the further provisions of this Bond set forth in the terms and conditions, which provisions shall for all purposes have the same effect as if set forth in full herein.

This Bond shall not be valid or become obligatory for any purpose unless the Certificate of Authentication shall have been signed by the manual signature of an authorized signatory of the Paying Agent.

[intentionally left blank]

IN WITNESS WHEREOF, the School District has caused this Bond to be executed in its name by the signature of its Receiver and President and attested by the signature of its Secretary.

_____ **SCHOOL DISTRICT**

Attest: _____

Secretary, Board of School Directors

By: _____

Receiver

By: _____

President, Board of School Directors

(SEAL)

OPTIONAL REDEMPTION

The Bonds maturing on or after _____ are subject to optional redemption prior to maturity, at the option of the School District out of monies deposited with or held by the Paying Agent for such purpose as a whole or in part on _____, 20____ or any date thereafter, in either case upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than all Bonds of any particular maturity are to be so redeemed, the Bonds are to be redeemed by maturities and amounts designated by the School District and by lot within each maturity.

MANDATORY REDEMPTION

[if term bonds]

The Bonds maturing on _____, 20__ in the amount of \$_____ (the “Term Bonds”) are subject to mandatory redemption prior to maturity, in part, by lot from monies to be deposited in the sinking fund created under the Resolution at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date. The School District covenants that it will or will cause the Paying Agent to select by lot, give notice of redemption, and redeem Term Bonds at said redemption price in the principal amount as outlined in the Resolution on _____ of the following years in the following amounts:

Bonds stated to mature _____ :	
20__	\$ 00,000.00
20__	\$ 00,000.00
20__	\$ 00,000.00
20__*	\$000,000.00

*final maturity

MANDATORY REDEMPTION

[if no mandatory redemption]

The Bonds are not subject to mandatory redemption.

NOTICE OF REDEMPTION

Notice of any redemption shall be given by depositing a copy of the redemption notice by first class mail, postage prepaid, not more than forty-five (45) days and not less than thirty (30) days [per OS] prior to the date fixed for redemption addressed to each of the registered owners of Bonds to be redeemed, in whole or in part, at the addresses shown on the registration books maintained by the Paying Agent. Such notice shall also be mailed to the registered owners of the Bonds and shall be posted on the Electronic Municipal Market Access system maintained by the Municipal Securities Rulemaking Board (EMMA). Such notice shall be given in the name of the School District, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amount thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the designated corporate trust office of the Paying Agent

and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption. Failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

With respect to any optional redemption of Bonds, if at the time of mailing such notice of redemption, the School District shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by the Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under the Resolution, and registered owners of such Bonds or portions thereof so called for redemption shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption. Any notice of redemption of Bonds may state that the redemption is conditioned upon the deposit of sufficient funds prior to the redemption date. If sufficient funds are not received, such notice of redemption shall be of no effect.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, a Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the case of partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania are authorized by law or executive order to close, then the date for payment of the principal, if any, and interest upon such redemption shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of redemption.

If the School District deposits with the Paying Agent funds sufficient to pay the principal or redemption price of any Bonds becoming due at maturity, by call for redemption or otherwise, together with interest accrued to the due date, interest on such Bonds will cease to accrue on the due date, and thereafter the holders shall have no rights with respect thereto, except to receive payment of principal to be redeemed and accrued interest thereon to the date fixed for redemption.

This Bond is registered as to both principal and interest on the registration books to be kept for that purpose at the principal office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This Bond is transferable or exchangeable by the registered owner thereof upon surrender of the Bond to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of such Bond in the registration books, or his/her attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of Bonds in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same maturity and interest rate for its aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time. The School District and the Paying Agent shall not be required (a) to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is mailed or (b) to register the transfer of or exchange any portion of any Bond selected for redemption until after the redemption date. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate. The School District and Paying Agent may deem and treat the registered owner of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

This Bond is not valid unless the Paying Agent Authentication Certificate endorsed hereon is duly executed.

The School District, pursuant to recommendations made by the Committee on Uniform Security Identification Procedures, has caused CUSIP numbers to be printed on the Bonds, and has directed the Paying Agent to use such numbers in notices of redemption and other notices, if any, as a convenience to bondholders. No representation is made as to the accuracy of such numbers either as printed on the Bonds or as contained in any notice and reliance may be placed only on the identification number printed hereon.

No recourse shall be had for the payment of the principal of, or interest on this Bond, or for any claim based hereon or on the Resolution against any director, officer, or employee, past, present, or future, of the School District or of any successor body, as such, either directly or through the School District or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such directors, officers or employees is released as a condition of and as consideration for the issuance of this Bond.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the School District to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and

manner as required by law; that this Bond, together with all other indebtedness of the School District, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; and that the School District has established with the Paying Agent as Sinking Fund Depositary a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable.

This Bond is hereby declared to be a general obligation of the School District. The School District, in the Resolution authorizing the issuance of the series of Bonds of which this Bond is one, has covenanted with the holders from time to time, of the Bonds of said series that, to the fullest extent authorized by law, the School District will include the amount of the debt service charges on the same for each fiscal year in which such sums are payable, in its budget for that year, that it will appropriate such amounts to the payment of such debt services, and will duly and punctually pay or cause to be paid the principal of every Bond, and the interest thereon and will duly and punctually pay or cause to be paid the maturity amount of every Bond, at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the School District has irrevocably pledged its full faith, credit and taxing power. This covenant is specifically enforceable.

[intentionally left blank]

AUTHENTICATION CERTIFICATE

This Bond is one of the _____ School District's General Obligation Bonds, Series of _____ described in the within mentioned Resolution. Printed on the reverse hereof is the complete text of the opinion of Fox Rothschild LLP, 10 Sentry Parkway, Suite 200, Blue Bell, Pennsylvania, Bond Counsel to the _____ School District, a signed copy of which is on file with the undersigned, which was dated the date of initial delivery of, and payment for, the Bonds.

Paying Agent

By: _____
Authorized Signature

Date of Authentication: _____

(FORM OF ASSIGNMENT)

ASSIGNMENT

For value received _____ hereby sells, assigns and transfers unto _____, # _____ (please insert social security or taxpayer-identification number) the within Bond issued by the _____ and all rights thereunder, hereby irrevocably appointing _____ Attorney to transfer said Bond on the Bond Register, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guarantee program.

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular without alteration or any change whatsoever.

(FORM OF ABBREVIATIONS)

The following abbreviations, when used in the inscription on the face of the within Bond shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT - _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

STATEMENT OF INSURANCE

PURCHASER'S PROPOSAL

CERTIFICATE

I, the undersigned, Secretary of the Board of School Directors of the Chester Upland School District, Delaware County, Pennsylvania (the "School District"), certify that: the foregoing is a true and correct copy of a Resolution that was duly adopted by affirmative vote of a majority of all members of the Board of School Directors of the School District and the Receiver at one or more meetings duly held on the 28th day of July, 2020; said Resolution has been duly recorded in the minute book of the Board of School Directors of the School District; a notice with respect to the intent to adopt said Resolution has been published as required by law; said Resolution 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; and said Resolution has not been amended, altered, modified or repealed as of the date of this Certificate.

I further certify that the Board of School Directors of the School District and the Receiver met the advance notice requirements of Act No. 175 of the General Assembly of the Commonwealth of Pennsylvania, approved July 19, 1974, as amended, by advertising the time and place of said meetings and by posting prominently a notice of said meetings at the public building in which said meetings were held.

I further certify that: the total number of members of the Board of School Directors of the School District is nine (9); the vote of members of the Board of School Directors of the School District upon said Resolution was called and duly was recorded upon the minutes of said meeting; and members of the Board of School Directors of the School District voted upon said Resolution in the following manner:

<u>Name</u>	<u>Vote</u>
Anthony Johnson	
Joan Neal	
William Riley	
Raushanah DeJesus	
Fred Green	
Ken Washington	
Tyra Quail	
Christina Delva	
Beverly Harris	

IN WITNESS WHEREOF, I set my hand and affix the official seal of the School District this ___ day of _____, 2020.

CHESTER UPLAND SCHOOL DISTRICT

(SEAL)

BY: _____
Fred Green, Secretary