

**WARREN COUNTY SCHOOL DISTRICT
WARREN COUNTY, PENNSYLVANIA**

A RESOLUTION AUTHORIZING AN INCREASE IN THE NON-ELECTORAL DEBT OF THE WARREN COUNTY SCHOOL DISTRICT, WARREN COUNTY, PENNSYLVANIA, BY AUTHORIZING AND APPROVING THE ISSUANCE AND SALE OF \$19,630,000 MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF FEDERALLY TAXABLE QUALIFIED ZONE ACADEMY GENERAL OBLIGATION BONDS (TAX CREDIT BONDS), SERIES OF 2015 (THE "BONDS"), FOR THE PURPOSE OF PAYING COSTS OF ADDITIONS AND RENOVATIONS TO THE SCHOOL DISTRICT'S WARREN AREA HIGH SCHOOL AND COSTS OF ISSUANCE OF THE BONDS; ACCEPTING A PROPOSAL FOR PURCHASE OF THE BONDS; SETTING FORTH THE PARAMETERS AND CONDITIONS FOR ISSUING THE BONDS; DIRECTING THE PRESIDENT AND OTHER OFFICERS OF THE BOARD OF SCHOOL DIRECTORS TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND TO TAKE ALL OTHER NECESSARY ACTION; COVENANTING THAT THE SCHOOL DISTRICT SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PROVIDING FOR REGISTERED BONDS; PROVIDING FOR FACSIMILE SIGNATURES, SEAL AND AUTHENTICATION; APPROVING THE FORM OF THE BONDS, PAYING AGENT'S AUTHENTICATION CERTIFICATE, ENDORSEMENT AND REGISTRATION; PROVIDING FOR TEMPORARY BONDS; CREATING A SINKING FUND; APPOINTING A SINKING FUND DEPOSITORY AND PAYING AGENT; AUTHORIZING AND DIRECTING THE SECRETARY TO CERTIFY AND FILE WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; AUTHORIZING THE PROPER OFFICERS OF THE SCHOOL DISTRICT TO DO ALL THINGS NECESSARY TO CARRY OUT THE RESOLUTION; AND RESCINDING ALL INCONSISTENT RESOLUTIONS.

WHEREAS, the Board of School Directors of the Warren County School District (the "School District") proposes to issue \$19,630,000 maximum aggregate principal amount of Federally Taxable Qualified Zone Academy General Obligation Bonds (Tax Credit Bonds), Series of 2015 (the "Bonds"), to provide funds to be used by the School District: (1) to pay costs of additions and renovations to the School District's Warren Area High School (the "Capital Project"); and (2) to pay costs of issuing the Bonds (collectively, the "Project"); and

WHEREAS, the Capital Project has been approved by the Pennsylvania Department of Education; and

WHEREAS a proposal (the "Proposal") has been received from RBC Capital Markets, LLC (the "Purchaser"), containing the financial parameters for, and conditions to, the purchase and issuance of the Bonds (the "Bond Parameters"), which will be supplemented by an addendum to the Proposal (the "Addendum") containing the final terms consistent with the Bond Parameters;

NOW, THEREFORE, be it resolved by the Board of School Directors of the School District pursuant to the Local Government Unit Debt Act, 53 Pa. C.S.A. §8001 et seq. (the "Act"), as follows:

Section 1. 53 Pa. C.S.A. §8103, the Project, the Bonds. The Board of School Directors of the School District does hereby authorize and direct the incurring of non-electoral debt through the issuance of \$19,630,000 maximum aggregate principal amount of the School District's Federally Taxable Qualified Zone Academy General Obligation Bonds (Tax Credit Bonds), Series of 2015 (the "Bonds") for the purpose of paying the costs of the Project. Realistic cost estimates of the Capital Project have been obtained by the School District from qualified persons as required by Section 8006 of the Act and are hereby approved.

The School District hereby determines that the useful life of the Capital Project is at least 25 years from the date hereof, which shall exceed the final maturity of the Bonds. Nothing in this Section shall be construed to limit the School District's authority hereafter to fix a useful life for the Capital Project for a number of years greater than the number of years set forth in this Section so long as any future determination is not greater than the actual useful life of the Capital Project.

The School District hereby reserves the right to undertake components of the Capital Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Bonds and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay the "costs," as defined in the Act, of the Project described herein or, upon appropriate amendment hereto, to pay the costs of other capital projects for which the School District is authorized to incur indebtedness.

Section 2. 53 Pa. C.S.A. §8142(b), Level Annual Debt Service. In accordance with Section 8142(b)(2) of the Act, the annual mandatory sinking fund installments of the principal amount of the Bonds have been fixed so that the principal of the Bonds will be amortized, together with other outstanding debt, on at least an approximately level annual debt service plan.

Section 3. 53 Pa. C.S.A. §8110, Authorization to Prepare Debt Statement. The President or Vice President and the Secretary of the Board of School Directors of the School District are hereby authorized and directed to prepare, certify and file a debt statement required by Section 8110 of the Act, to execute and deliver the Bonds and to take all other necessary action.

Section 4. 53 Pa. C.S.A. §8104, Covenant. The Bonds hereby authorized are General Obligation Bonds of the School District. It is covenanted with the holders from time to time of the Bonds that the School District shall (i) include the amount of the debt service on the Bonds for each fiscal year 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 its sinking fund or any other of its revenues or funds, the principal of the Bonds and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the School District pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable. Nothing in this Section shall be construed to give the School District any taxing power not granted by another provision of law.

Section 5. 53 Pa. C.S.A. §8103, Schedule of Maturities. The Bonds shall bear interest, with a purchase price resulting in yields to maturity, not in excess of the rate set forth in

Exhibit A attached hereto and made a part hereof, and the principal of the Bonds shall mature, or be payable upon mandatory sinking fund redemptions, in the maximum annual amounts and in the fiscal years set forth in Exhibit A. The Bonds shall be issued in fully registered form in denominations as to principal of \$5,000.00 or integral multiples thereof.

Section 6. 53 Pa. C.S.A. §8161, Private Sale by Negotiation. After due and sufficient deliberation, the School District hereby determines that a private sale of the Bonds by negotiation in accordance with the Proposal is in the best financial interest of the School District.

The Board of School Directors hereby accepts the Proposal of the Purchaser, and the President or Vice President of the Board is authorized to sign the Proposal on behalf of the School District. The School District's Director of Business Services and Superintendent are hereby authorized to direct the Purchaser when to market the Bonds, and to approve the final terms and conditions of the Bonds within the Bond Parameters, in sufficient time to fund the Capital Project. The Addendum to be presented by the Purchaser, so approved, shall be executed and delivered by the President or Vice President of the Board and included as a part of the Proposal accepted by this Resolution.

Section 7. Payment; Authorization to Execute and Deliver Bonds. The principal of the Bonds shall be payable in lawful money of the United States of America at the designated trust office of Manufacturers and Traders Trust Company, or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Interest on the Bonds shall be payable in the manner provided in the form of the Bond hereinafter set forth. The School District agrees without limitation to indemnify and hold the Paying Agent harmless from and against any and all claims, liabilities, losses or damages whatsoever, except for negligent, reckless or willful acts or omissions by the Paying Agent. The Paying Agent shall have no obligations with respect to this Resolution other than those duties specifically mentioned herein and shall have the right to act upon any document or written request believed by it to be genuine and shall have no duty to inquire into the authenticity of any signature. The Paying Agent shall also be entitled to consult and rely upon the advice of counsel if it deems such consultation to be necessary in the performance of its duties. The School District agrees to pay the Paying Agent from time to time reasonable compensation for all services rendered by it hereunder and agrees to reimburse the Paying Agent for all fees and expenses, including those of counsel, upon presentation of an invoice.

The Bonds shall be executed by the manual or facsimile signature of the President or Vice President of the Board of School Directors, and shall have a facsimile of the corporate seal of the School District affixed thereto, duly attested by the manual or facsimile signature of the Secretary of the Board, and such officers are hereby authorized to execute the Bonds in such manner. The President or Vice President of the Board of School Directors is authorized and directed to deliver or cause to be delivered the Bonds to the purchaser thereof against receipt of the full balance of the purchase price therefor. The Bonds shall be authenticated by a duly authorized officer of the Paying Agent.

Section 8. 53 Pa. C.S.A. §8103, Form of Bond. The form of the Bond and the Paying Agent's authentication certificate shall be substantially as follows:

(FORM OF BOND)

No. _____

WARREN COUNTY SCHOOL DISTRICT
(WARREN COUNTY, PENNSYLVANIA)
FEDERALLY TAXABLE QUALIFIED ZONE ACADEMY
GENERAL OBLIGATION BOND (TAX CREDIT BOND), SERIES OF 2015

INTEREST RATE MATURITY DATE ORIGINAL ISSUE DATE CUSIP

REGISTERED OWNER:

PRINCIPAL SUM: _____ DOLLARS

The Warren County School District, Warren County, Pennsylvania, a municipal corporation and a School District of the Commonwealth of Pennsylvania (the "School District"), for value received, hereby acknowledges itself indebted and promises to pay, as a General Obligation of the School District, to the registered owner hereof, on the maturity date stated above, unless this Bond shall be redeemable and shall have been duly called for previous redemption and payment of the redemption price made or provided for, upon surrender hereof, the principal sum stated above and to pay interest thereon, as a General Obligation of the School District, from the date hereof at the interest rate per annum stated above, payable semi-annually on the first day of March and September in each year, beginning March 1, 2016, until the principal amount hereof shall have been fully paid and until maturity hereof, to the registered owner hereof as herein provided.

This Bond is designated by the School District as a "qualified zone academy bond," as defined in Section 1397E of the Internal Revenue code of 1986, as amended (the "Code"). In addition to the interest payable hereon, an eligible taxpayer (as defined in such Section) who holds this Bond shall be allowed a tax credit in accordance with such Section of the Code.

In accordance with the regulations promulgated under Section 1397E of the Code, the applicable tax credit rate for this Bond, and all other "qualified zone academy bonds" for which a binding, written contract for the sale of this Bond is made on _____, 2015, is ____%. If, prior to the Maturity Date, the School District or the registered owner of this Bond receives a written ruling or other final written determination from the Internal Revenue Service, or the Internal Revenue Service issues a regulation, ruling, or other guidance which is applicable to taxpayers generally and is effective with respect to this Bond, to the effect that due to (i) the breach or inaccuracy of any covenant or representation of the School District made in this Bond, in the Resolution (hereinafter defined) or in any agreement or certificate delivered to the initial registered owner of this Bond in connection with the original issuance and delivery of this Bond, or (ii) an act or omission of the School District, including without limitation a failure to satisfy the expenditure requirement set forth in Section 1397E(d)(1)(A) of the Code or a failure to satisfy the private business contribution requirement set forth in Section 1397E(d)(2) of the Code, or (iii) any actual or deemed prepayment of this Bond to the registered owner, the tax

credit to which the registered owner is entitled under Section 1397E of the Code is less than the credit to which registered owner would have been entitled in the absence of such breach, inaccuracy, act, omission, or prepayment, then the School District shall pay to the registered owner on each tax credit allowance date, as set forth in Section 1397E of the Code, after such ruling, other final determination or issuance, as additional payments (each an “Additional Payment”) under this Bond, the amount, taking into account any penalties, fines, interest and additions to tax that are imposed on the registered owner as a result of the loss or reduction of the credit, that is required to maintain the yield on this Bond that the registered owner would have realized had such loss or reduction of the credit not occurred. Furthermore, in the event the School District fails to pay the principal amount on the Maturity Date, in accordance with the terms and provisions of this Bond, the School District will pay an Additional Payment on such principal amount to the registered owner in an amount sufficient to maintain the yield on this Bond equal to the applicable tax credit rate through and including the date on which the principal amount of this Bond is paid or sufficient funds for the payment of such principal amount have been deposited for the purpose with the Paying Agent, as sinking fund depository.

The principal of and the interest on this Bond shall be payable at the designated office of Manufacturers and Traders Trust Company (the “Paying Agent”) or at the designated office of any successor paying agent and is payable, in any coin or currency of the United States of America which, at time of payment, is legal tender for payment of public and private debts. Interest on this Bond will be paid by check or draft mailed to the person in whose name this Bond is registered, at the close of business on the fifteenth day (whether or not a business day) next preceding each interest payment date, on the registration books of the School District maintained by the Paying Agent, as Bond registrar, at the address appearing thereon.

The Bonds are an authorized issue (the “Bonds”) fully registered as to principal and interest and designated as “Warren County School District Federally Taxable Qualified Zone Academy General Obligation Bonds (Tax Credit Bonds), Series of 2015,” amounting in the aggregate to \$_____ principal amount of Bonds. The Bonds are current interest bonds. The Bonds are issued pursuant to a Resolution, dated as of _____, 2015 (the “Resolution”), duly adopted by the School District. The Bonds are issued in fully registered form in the denomination of \$5,000.00 or any integral multiple thereof. The Bonds are issued in accordance with the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, Act No. 177 of 1996, approved December 19, 1996, as amended (the “Act”). The Bonds are issued for the purpose of paying costs of additions and renovations to the School District’s Warren Area High School and costs of issuance of the Bonds.

This Bond is subject to redemption prior to maturity, at the option of the School District, as a whole on _____ or on any date thereafter, or from time to time in part (and, if in part, in any order of maturity as selected by the School District and within a maturity by lot) at a redemption price equal to 100% of the principal amount thereof, together with accrued interest thereon, to the date fixed for redemption.

A portion of the Bond may be redeemed. For the purposes of redemption, this Bond shall be treated as representing the number of Bonds that is equal to the principal amount hereof divided by \$5,000, each \$5,000 portion of this Bond being subject to redemption.

In the case of partial redemption of this Bond, payment of the redemption price shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations of the same maturity and interest rate and in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; provided, however, that should this Bond be registered in the name of the Depository Trust Company ("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Notice of redemption of Bonds shall be given by mailing a copy of the redemption notice by first class mail, postage prepaid, no less than 30 days prior to the redemption date, to the registered owners of Bonds to be redeemed at the addresses which appear in the Bond Register. Neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond will affect the validity of the proceedings for the redemption of any other Bond. If the School District shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the Bonds so called for redemption with accrued interest thereon to the date fixed for redemption, interest on such Bonds will cease to accrue after such redemption date.

This Bond is a General Obligation of the School District. The School District hereby covenants with the holders from time to time of this Bond that the School District shall include the amount of the debt service payable on this Bond, for each fiscal year in which such sums are payable, in its budget for that year, shall appropriate such amounts to the payment of such debt service, and shall duly and punctually pay or cause to be paid the principal of this Bond, and the interest thereon, at the dates and places and in the manner stated herein, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the School District pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable. Nothing in this paragraph shall be construed to give the School District any taxing power not granted by another provision of law.

This Bond is payable in such coin or currency as at the respective dates of payment thereof shall be legal tender for the payment of public and private debts, at the designated office of the Paying Agent, or at the designated office of any successor paying agent.

It is hereby certified that all acts, conditions and things required to be or be done, happen or be performed precedent to and in the issuance of the Bonds or in the creation of the debt of which they are evidence have been done, happened and have been performed in regular and due form and manner as required by law and that this Bond together with all other indebtedness of the said School District are not in excess of any constitutional or statutory limitations.

Proceedings relating to the issuance of the Bonds by the School District have been approved by the Department of Community and Economic Development of the Commonwealth of Pennsylvania under the provisions of the Act.

As declared by the Act and subject to the provisions for registration of the Bonds endorsed hereon, the Bonds have all the qualities and incidents of negotiable instruments under

the laws of the Commonwealth of Pennsylvania, and are issued with the intent that the laws of said Commonwealth shall govern their construction.

In case of default by the School District in the payment of the principal of, or interest on the Bonds, or in the performance of any of the covenants of the School District contained in the Resolution, the owner of this Bond shall have such remedies as are provided by the Resolution and the Constitution and laws of the Commonwealth of Pennsylvania.

This Bond shall be registered as to principal and interest on the books of the School District to be kept for that purpose at the office of the Paying Agent and such registration shall be noted hereon. No transfer of this Bond shall be valid unless made at said office by the registered owner in person or by his duly authorized attorney and similarly noted hereon. The School District and the Paying Agent may treat the registered owner as the absolute owner hereof for the payment of the principal, premium, if any, and interest on this Bond and shall not be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal, or redemption price for, or the interest on the Bonds or for any claim based hereon, against any past, present or future member, officer or employee of the School District, or of any predecessor or successor corporation, as such, either directly or otherwise whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being by the acceptance hereof, and as a material part of the consideration for the issue hereof, expressly waived and released.

This Bond shall not be entitled to any payment of principal or interest or become valid for any purpose until the certification of authentication hereon has been signed by the Paying Agent.

IN WITNESS WHEREOF, Warren County School District has caused this Bond to be executed in its name by the facsimile signature of the President or Vice President of the Board of School Directors, its facsimile corporate seal to be affixed hereto and attested by the facsimile signature of the Secretary.

(SEAL)
ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary

BY: _____

President, Board of School Directors

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds designated herein, described in the within-mentioned Resolution.

Accompanying this Bond is the complete text of the opinion of Bond Counsel, Knox McLaughlin Gornall & Sennett, P.C., of Erie, Pennsylvania, a signed original of which is on file with the undersigned, delivered and dated on the date of the original delivery of and payment for the Bonds.

**MANUFACTURERS AND TRADERS TRUST
COMPANY,**
Paying Agent

BY: _____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signatures must be guaranteed by a member of an approved Signature Guarantee Medallion Program.

NOTICE: The signature(s) to this assignment must correspond with the name(s) as it (they) appear(s) on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

The Bonds shall be executed in substantially the form as hereinabove set forth with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Section 7 hereof; such execution shall constitute approval by such officers on behalf of the Board of School Directors. The opinion of Bond Counsel is authorized and directed to be issued contemporaneously therewith.

The School District, solely for the convenience of the holders of Bonds, has caused CUSIP (Committee on Uniform Security Identification Procedures) numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on such Bonds or as contained in any notice of redemption, and the School District shall have no liability of any sort with respect thereto. Reliance with respect to any redemption notice with respect to the Bonds may be placed only on the identification numbers printed thereon.

Section 9. Until the Bonds in definitive form are ready for delivery, the proper officers of the Board of School Directors may execute, and upon their request in writing, the Paying Agent shall authenticate and deliver in lieu of such Bonds in definitive form one or more printed or typewritten Bonds in temporary form, substantially of the tenor of the Bonds hereinbefore described, with appropriate omissions, variations and insertions. The Bonds in temporary form may be for the principal amount of Five Thousand Dollars (\$5,000.00) or any whole multiple or multiples thereof as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver the Bonds in definitive form to the Paying Agent, and thereupon, upon presentation and surrender of the Bonds in temporary form, the Paying Agent shall authenticate and deliver, in exchange therefor, the Bonds in definitive form in authorized denominations of the same maturity and for the same aggregate principal amount as the Bonds in temporary form surrendered. When and as interest is paid upon the Bonds in temporary form, the fact of such payment shall be endorsed thereon. Until so exchanged, the temporary Bonds shall be in full force and effect according to their terms.

Section 10. The School District, acting by and through the Board, does hereby make the following representations, certifications and covenants for the benefit of the Purchaser and any and all subsequent holders of the Bonds:

- (a) The School District, as issuer of the Bonds, is a “local education agency,” as defined in Section 1901 of the federal Elementary and Secondary Education Act of 1965;
- (b) Warren Area High School (the “School”) is a public school located within, under the jurisdiction of, and owned and operated by, the School District and qualifies as a “qualified zone academy,” within the meaning of Section 1397E(d)(4) of the federal Internal Revenue Code of 1986, as amended (the “Code”);
- (c) At least ninety-five percent (95%) of the proceeds of the Bonds will be used to rehabilitate or repair the School or provide equipment for use at the School;
- (d) The School District has designated, and hereby designates, the Bonds as “qualified zone academy bonds” for purposes of Section 1397E of the Code;

(e) The School District has received written assurances from a private entity or entities to make a “qualified contribution,” as that phrase is defined in Section 1397E(d)(2) of the Code, with respect to the School that has or will have (as of the date of issuance of the Bonds) a present value of not less than ten percent (10%) of the proceeds of the Bonds;

(f) The term of the Bonds shall not exceed the maximum term permitted under Section 1397E(d)(3) of the Code with respect to qualified zone academy bonds issued in the calendar month in which the Bonds are issued and delivered to the Purchaser;

(g) The School District has received, or prior to the issuance and delivery of the Bonds to the Purchaser will receive, an allocation from the Pennsylvania Department of Education of a portion of the national zone academy bonds limitation allocated to the Commonwealth in an amount not less than the face amount of the Bonds and valid with respect to the issuance of the Bonds in the appropriate calendar years;

(h) The School District will make no use of the proceeds of the Bonds that will cause the Bonds to cease to be “qualified zone academy bonds” within the meaning of Section 1397E of the Code and the regulations implementing said Section that have been duly published in the Federal Register or any other regulations implementing such Section, and the School District will comply with all other requirements of the Code if and to the extent applicable to maintain continuously the status of the Bonds as such “qualified zone academy bonds.”

Section 11. 53 Pa. C.S.A. §8221, Sinking Fund Covenant. The School District covenants to establish and there is hereby established a sinking fund to be known as the Sinking Fund, Federally Taxable Qualified Zone Academy General Obligation Bonds (Tax Credit Bonds), Series of 2015, with the Paying Agent as Sinking Fund Depository. The Treasurer of the School District shall pay into the Sinking Fund, which shall be maintained until the Bonds are paid in full, the amounts as required pursuant to the covenant contained in Section 4 hereof.

Section 12. 53 Pa. C.S.A. §8106, Paying Agent, Sinking Fund Depository. Manufacturers and Traders Trust Company is hereby appointed Sinking Fund Depository and Paying Agent for the Bonds.

Section 13. The Bonds may be subject to optional redemption by the School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 6 hereof. The Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 6 hereof, not in excess of any annual principal payment amount set forth in the Bond Parameters.

Section 14. The Secretary of the Board of School Directors is hereby authorized and directed to certify to and file with the Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement hereinabove referred to; to prepare and to file with the Department any statements required by the Act that are necessary to qualify all or any portion of the debt of the School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of

this School District as self-liquidating or subsidized debt; to pay the filing fees necessary in connection with the foregoing; and to take other required necessary and/or appropriate action.

Section 15. The proper officers of the School District are hereby authorized and empowered on behalf of the School District 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 carrying out of this Resolution.

Section 16. Bond counsel to the School District, Knox McLaughlin Gornall & Sennett, P.C., is hereby requested to prepare or review all documents necessary to the financing and the sale of the Bonds and to issue to the purchaser of the Bonds the legal opinion relating to the Bonds.

Section 17. The Board of School Directors of the School District hereby authorizes the creation of a separate fund or account within the Sinking Fund to be designated as the “Series of 2015 Capital Project Account” (the “Project Account”). Upon issuance and delivery of the Bonds, the proceeds of sale of the Bonds, net of amounts required to be applied to payment of the costs and expenses of issuance of the Bonds payable at settlement for the Bonds, shall be deposited into the Project Account and held therein pending requisition, order or other authorization for payment of costs of the Capital Project or for transfer to other accounts or funds of this School District, all as the Board may specify. Money on deposit to the credit of the Project Account may be deposited or invested in such accounts, deposits and investments as are authorized by 53 Pa.C.S. §8224 or by Section 440.1 of the Public School Code of 1949, as amended, 24 P.S. §4-440.1, as directed by the Board. Interest and investment income on money on deposit in the Project Account shall be credited to the Project Account. The President or the Vice President of the Board is hereby authorized to arrange for the investment of money deposited to the Sinking Fund (other than the Project Account) in such securities as shall be authorized for the investment of money in sinking funds by 53 Pa.C.S. §8224.

Section 18. Rule 15c2-12 Continuing Disclosure Undertaking. The President, Vice President and Treasurer of the School District are each fully authorized to execute and deliver a Continuing Disclosure Certificate or Agreement in form and substance acceptable to such officer upon advice of the School District’s Bond Counsel and Solicitor, such approval to be conclusively evidenced by the officer’s execution thereof.

Section 19. The School District hereby appoints Knox McLaughlin Gornall & Sennett, P.C., as its bond counsel, and authorizes and directs the Director of Business Services of the School District or any officer of the School District to execute engagement letters with such firm and with the School District’s Solicitor, Christopher M. Byham, Esquire, Stapleford & Byham, LLC, on terms approved by the Director of Business Services, who is hereby authorized to approve the final terms and conditions of such letters.

Section 20. The Bonds shall be made available for purchase under a book-entry only system available through The Depository Trust Company, a New York corporation (“DTC”). If applicable, at or prior to settlement for the Bonds, this School District and the Paying Agent shall execute or signify their approval of a Representation Letter in substantially the form on file with DTC (the “Representation Letter”). The appropriate officers of this School District and the

Paying Agent shall take such action as may be necessary from time to time to comply with the terms and provisions of the Representation Letter, and any successor paying agent for the Bonds, in its written acceptance of its duties under this Resolution, shall agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

Section 21. Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of on fully-registered bond for the aggregate principal amount of the bonds of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(a) Except as provided in subparagraph (g) below, all of the Bonds shall be registered in the name of the Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds of the same series, interest rate and maturity registered in the name of such nominee or nominees of DTC.

(b) No person other than DTC or its nominee shall be entitled to receive from this School District or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books (the "register") maintained by the Paying Agent in connection with discontinuing the book-entry system as provided in subparagraph (g) below or otherwise.

(c) So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of this School District or the Paying Agent with respect to the principal or redemption prices of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(d) This School District and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to holders of Bonds under this Resolution, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of Bonds and for all other purposes whatsoever; and neither this School District nor the Paying Agent shall be affected by any notice to the contrary. Neither this School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the Register as being a registered owner

of Bonds, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds, (4) any notice which is permitted or required to be given to holders of the Bonds under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as holder of the Bonds.

(e) So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(f) In connection with any notice or other communication to be provided to holders of Bonds pursuant to this Resolution by this School District or the Paying Agent with respect to any consent or other action to be taken by holders of Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that this School District or the Paying Agent may establish a special record date for such consent or other action. This School District or the Paying Agent shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(g) The book entry only system for registration of the ownership of the Bonds may be discontinued at any time if either (1) after notice to this School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC and the Paying Agent, this School District determines that continuation of the system of book entry transfers through DTC (or through a successor securities depository) is not in the best interests of this School District. In either of such events (unless in the case described in clause (2) above, this School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of this School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests this School District and the Paying Agent to do so, this School District and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 22. If applicable, as determined from the Addendum, the School Board authorizes and directs the purchase of municipal bond guaranty insurance with respect to the Bonds, the officers and agents of this School District are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, as contemplated in the Addendum, including the payment of the premium for such insurance.

Section 23. Any reference in this Resolution to an officer or member of the School Board shall be deemed to refer to his or her duly qualified successor in office, or other authorized representative, if applicable.

Section 24. This Resolution shall be effective in accordance with the Debt Act.

Section 25. 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 this School District that such remainder shall be and shall remain in full force and effect.

Section 26. All resolutions or parts of resolutions not in accord with this Resolution are hereby repealed insofar as they conflict herewith.

[REMAINDER OF PAGE DELIBERATELY LEFT BLANK]

This Resolution was duly adopted by an affirmative vote of a majority of the members of the Board of School Directors of the Warren County School District, Warren County, Pennsylvania, at a meeting duly advertised and held in accordance with the provisions of law on the ____ day of _____, 2015.

(SEAL)
ATTEST:

WARREN COUNTY SCHOOL DISTRICT

_____ Secretary, Board of School Directors	BY: _____ President, Board of School Directors
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I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution duly adopted by the affirmative vote of a majority of the members of the Board of School Directors of the Warren County School District, Warren County, Pennsylvania, at a meeting held on the ____ day of _____, 2015; that proper notice of such meeting was duly given as required by law; and that said Resolution has been duly recorded upon the Minutes of said Board of School Directors, showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said School District this ____ day of _____, 2015.

(SEAL)

Secretary