

HALIFAX AREA SCHOOL DISTRICT
Dauphin County, Pennsylvania

RESOLUTION

A RESOLUTION

OF THE BOARD OF SCHOOL DIRECTORS OF HALIFAX AREA SCHOOL DISTRICT (THE "SCHOOL DISTRICT") AUTHORIZING AND DIRECTING THE INCURRENCE OF DEBT AND THE ISSUANCE OF THE SCHOOL DISTRICT'S GENERAL OBLIGATION BONDS, SERIES OF 2018, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$10,750,000 (THE "BONDS"), AS PERMITTED BY AND PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA. C.S. § 8001 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED (THE "DEBT ACT"), FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED FOR AND TOWARD THE CURRENT REFUNDING OF ALL OR A PORTION OF THE PRINCIPAL OF AND INTEREST DUE ON THIS SCHOOL DISTRICT'S GENERAL OBLIGATION BONDS, SERIES OF 2013 (THE "REFUNDED BONDS"); DETERMINING THAT SUCH DEBT SHALL BE NONELECTORAL DEBT OF THE SCHOOL DISTRICT; DETERMINING THAT THE BONDS SHALL BE SOLD AT PRIVATE SALE UPON INVITATION; AUTHORIZING ACCEPTANCE OF A PROPOSAL FOR PURCHASE OF THE BONDS AT PRIVATE SALE, AND AUTHORIZING PROPER OFFICERS OF THE SCHOOL DISTRICT TO APPROVE AND ACCEPT AN ADDENDUM TO THE BOND PURCHASE PROPOSAL AFTER ADOPTION OF THIS RESOLUTION, AND AWARDED THE BONDS AND SETTING FORTH RELATED PROVISIONS; PROVIDING FOR MAXIMUM MATURITIES AND MAXIMUM INTEREST RATES AND YIELDS; APPOINTING A PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITORY; PROVIDING FOR THE TERMS OF THE BONDS INCLUDING DATED DATE, DENOMINATIONS, INTEREST PAYMENT DATES AND RECORD DATES; PROVIDING FOR THE REGISTRATION AND TRANSFER OF THE BONDS; SETTING FORTH REDEMPTION FEATURES AND PROCEDURES; AUTHORIZING THE EXECUTION AND AUTHENTICATION OF THE BONDS; PROVIDING THAT THE BONDS, WHEN ISSUED, SHALL BE GENERAL OBLIGATIONS OF THE SCHOOL DISTRICT; COVENANTING TO PAY DEBT SERVICE AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER FOR THE PAYMENT OF THE BONDS; CREATING A SINKING FUND IN CONNECTION WITH THE BONDS AS REQUIRED BY SUCH ACT; APPROPRIATING PROCEEDS OF THE BONDS; SETTING FORTH CERTAIN COVENANTS RELATING TO THE NON-ARBITRAGE STATUS OF THE BONDS; RATIFYING PRIOR ADVERTISEMENT AND DIRECTING FURTHER ADVERTISEMENT; AUTHORIZING AND DIRECTING THE PREPARATION, EXECUTION AND FILING OF A TRANSCRIPT OF PROCEEDINGS, INCLUDING A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AUTHORIZING AND DIRECTING THE OFFICERS AND OFFICIALS OF THE SCHOOL DISTRICT TO EXECUTE AND DELIVER DOCUMENTS AND TO TAKE ACTION AS MAY BE NECESSARY RELATING TO THE ISSUANCE OF THE BONDS; AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT AND THE DISTRIBUTION THEREOF AND AUTHORIZING THE APPROVAL AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT AND THE USE THEREOF IN CONNECTION WITH THE SALE OF THE BONDS; CREATING A CLEARING ACCOUNT FOR THE BONDS; SETTING FORTH CERTAIN PROVISIONS AND COVENANTS RELATING TO PROVISIONS FOR THE REFUNDING, DEFEASANCE, AND RETIREMENT AT MATURITY OR UPON REDEMPTION OF THE REFUNDED BONDS; DIRECTING THE TRANSFER OF A PORTION OF THE PROCEEDS OF THE BONDS, WHICH WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ACCRUED ON THE REFUNDED BONDS UPON MATURITY OR REDEMPTION PRIOR TO MATURITY; AUTHORIZING THE PAYMENT OF EXPENSES; PROVIDING GUIDELINES FOR PERMITTED INVESTMENTS; AUTHORIZING THE PURCHASE OF A POLICY OF BOND INSURANCE WITH RESPECT TO THE BONDS IF DEEMED APPROPRIATE; PROVIDING FOR THE AUTHORIZATION OF OFFICERS; ADOPTING THE FORM OF BOND; RATIFYING AND CONFIRMING AUTHORIZATION TO THE SCHOOL DISTRICT SOLICITOR, BOND COUNSEL AND FINANCIAL ADVISOR; COVENANTING TO PROVIDE CONTINUING DISCLOSURE; PROVIDING FOR SEVERABILITY OF PROVISIONS AND REPEALING INCONSISTENT RESOLUTIONS.

ADOPTED OCTOBER 23, 2018

WHEREAS, Halifax Area School District, Dauphin County, Pennsylvania (the "School District") is a school district existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth") and is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa. C.S. §8001 *et seq.*, as amended and supplemented (the "Debt Act"); and

WHEREAS, The School District, pursuant to a resolution adopted on September 24, 2013, heretofore incurred nonelectoral, tax-exempt, general obligation debt, as permitted by and pursuant to the Debt Act, by the issuance and sale of its General Obligation Bonds, Series of 2013, in the principal amount \$9,920,000 (the "2013 Bonds") for the purpose of providing funds to be applied for and toward certain projects, including, but not limited to, (A) the planning, acquiring, designing, constructing, furnishing and equipping of alterations, repairs, replacements, additions and renovations to (i) Enders-Fisherville Elementary School, (ii) Halifax Area Middle School, (iii) Halifax Area High School, and (iv) other School District buildings, facilities and grounds (collectively, the "2013 Capital Project"), each of the foregoing being a "capital project" as such term is defined in the Debt Act, and (B) payment of the costs of issuance of and insurance on the 2013 Bonds (together with the 2013 Capital Project, the "2013 Project"); and

WHEREAS, The School District desires to incur non-electoral indebtedness to be evidenced by the issuance of one or more series of its General Obligation Bonds, Series of 2018 (or such other designation of series or the calendar year(s) during which such bonds may be issued), in the maximum aggregate principal amount of \$10,750,000 (the "Bonds") in order to, among other things, (A) currently refund all or a portion of the outstanding principal amount of the 2013 Bonds, and the interest due thereon, in order to reduce the total debt service of the School District in accordance with Section 8241(b)(1) of the Debt Act over the life of the 2013 Bonds (the "Refunding Project"), and (B) fund the payment of the costs and expenses of issuing and insuring, if applicable, the Bonds (together with the Refunding Project, the "2018 Project"); and

WHEREAS, The Board of School Directors heretofore consulted with PFM Financial Advisors LLC, Harrisburg, Pennsylvania, the School District's financial advisor (the "Financial Advisor"), with respect to, *inter alia*, assisting the School District in structuring a financing plan for the Refunding Project; and

WHEREAS, The Board of School Directors has considered the possible manners of selling the Bonds, provided for in the Debt Act, at public sale or private sale by negotiation or upon invitation; and

WHEREAS, The Board of School Directors has determined that the Bonds: (a) shall be offered at private sale by invitation, and (b) shall be offered for sale at a net purchase price of not less than 98.80% of the aggregate principal amount of the Bonds issued (including underwriting discount and original issue discount or premium), plus accrued interest (collectively, the "Purchase Price"); and

WHEREAS, A "Proposal for the Purchase of Bonds", dated October 23, 2018 (the "Purchase Proposal"), has been received from the Financial Advisor, containing the financial

parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Bond Parameters"), which Purchase Proposal will be supplemented by an addendum thereto (the "Addendum"), which shall constitute the accepted bid of the underwriter of the Bonds as selected by the School District in accordance with the terms of the Purchase Proposal, and shall contain the final terms for the purchase of the Bonds consistent with the Bond Parameters; and

WHEREAS, The Board of School Directors desires to accept the Proposal, to award the sale of the Bonds, to authorize the issuance of nonelectoral debt, and to take appropriate action and to authorize proper things, all in connection with the 2018 Project, and all in accordance with the Debt Act; and

WHEREAS, Manufacturers and Traders Trust Company, having corporate trust offices in Harrisburg, Pennsylvania and Buffalo, New York, serves as paying agent for the 2013 Bonds (the "Refunded Bonds Paying Agent"), and further, the Board of School Directors desires to appoint Manufacturers and Traders Trust Company, as the paying agent, registrar and sinking fund depository for the Bonds, as hereinafter set forth; and

WHEREAS, The Board of School Directors of the School District desires to provide for the acceptance of said Purchase Proposal, which proposal will be supplemented by the Addendum thereto, containing final terms and provisions with respect to the sale and purchase of the Bonds not inconsistent with the provisions of this Resolution, the Purchase Proposal and the Bond Parameters therein, and to incur nonelectoral debt, in an aggregate principal amount not to exceed \$10,750,000, all pursuant to the provisions of the Debt Act.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED, by the Board of School Directors of Halifax Area School District that:

Section 1. The 2018 Project.

The School District hereby undertakes the 2018 Project, as a project defined in and permitted by the Debt Act, consisting of (i) the current refunding of all or a portion of the outstanding principal amount of the 2013 Bonds (hereinafter, the "Refunded Bonds"), and (ii) the payment of the costs of issuing and insuring, if applicable, the Bonds. The foregoing recitals and all terms defined therein are incorporated herein, and such defined terms may hereafter be used as if set out at length. The Refunding Project constitutes a "project," as such term is defined in Section 8002 of the Debt Act.

Section 2. Incurrence of Indebtedness.

For the purpose of providing funds for and toward the payment of costs, as such term is used in the Debt Act, of the 2018 Project, the incurring of nonelectoral debt by the School District not to exceed \$10,750,000 in principal amount hereby is authorized. Such debt shall be evidenced by the Bonds consisting of an issue of tax-exempt, general obligation bonds of the School District designated as "Halifax Area School District General Obligation Bonds, Series of 2018," as hereafter more specifically identified, in the maximum aggregate principal amount of \$10,750,000 (the "Bonds"). The School District undertakes the Refunding Project for the purpose of reducing the total debt service of the School District in accordance with Section 8241(b)(1) of the Debt Act over the life of the Refunded Bonds, pursuant to authority set forth in the Debt Act.

Section 3. Approval of Private Sale by Invitation.

After considering the advantages and disadvantages of a public sale of the Bonds and of current market conditions, the Board of School Directors hereby determines that a private sale by invitation is in the best financial interest of the School District. Further, based on current

market conditions, the Board of School Directors has determined to authorize and approve the issuance of the Bonds on basis of the receipt and acceptance of the Addendum subsequent to the adoption of this Resolution and the acceptance thereby of the Purchase Proposal by Proper Officers (hereinafter defined) of the School District, as more fully set forth in Section 4, hereof.

Section 4. Acceptance of Bond Purchase Proposal; Addendum.

The Board of School Directors of the School District hereby accepts the Purchase Proposal. The Board authorizes the School District's Superintendent or Business Manager, in consultation with the Financial Advisor and Bond Counsel to determine that the final terms and conditions of the Addendum, as presented by the Financial Advisor, comply with the terms and conditions of this Resolution in connection with the sale thereof. The President or Vice President, as appropriate, of the Board, upon the advice of the Superintendent or Business Manager, is hereby authorized and directed to approve and execute the Addendum in the name and on behalf of this School District, and the Secretary or Assistant Secretary, as appropriate, of the School District is hereby authorized and directed to attest to such execution. The approved and executed Addendum, together with the Proposal, shall constitute the award of the Bonds (or any subseries) pursuant to Section 8107 of the Act. The term "Business Manager" in this Resolution shall mean that person who serves as the chief financial officer of the School District.

Once executed by a Proper Officer of the School District, an authorized officer of the Financial Advisor shall countersign the Addendum, which shall then constitute the assignment of the Purchase Proposal by the Financial Advisor to the underwriter.

In order to be accepted by the School District's Business Manager or Superintendent, the Addendum must provide for gross debt service savings, taking into account the state Plancon subsidy payments and net of the costs of issuance, which shall equal, or exceed \$75,000, or such lesser amount as so approved by the School District's Business Manager or Superintendent.

Section 5. Maturity and Interest Rates.

The Bonds shall bear interest, each with a Purchase Price resulting in yield(s) to maturity, and principal shall mature or be payable upon mandatory sinking fund redemptions, in the maximum annual amount, and within the fiscal years set forth in Schedule A which is attached hereto and incorporated herein by reference as if set out here at length.

Section 6. Appointment of Paying Agent, Registrar and Sinking Fund Depository.

Manufacturers and Traders Trust Company, hereby is appointed Paying Agent ("Paying Agent") and Registrar ("Registrar") for the Bonds and Sinking Fund Depository ("Sinking Fund Depository") for the Sinking Fund created hereby. The Secretary hereby is authorized and directed to contract with Manufacturers and Traders Trust Company, having corporate trust offices in Harrisburg, Pennsylvania and Buffalo, New York, for its services as Sinking Fund Depository, Paying Agent and Registrar at such initial and annual charges as shall be appropriate and reasonable for such services. The School District may, by resolution, from time to time appoint a successor Paying Agent, Sinking Fund Depository or Registrar to fill a vacancy or for any other reason.

Section 7. Form of Bond, Interest Payment Dates and Record Dates.

The Bonds shall be issuable, from time to time, as a single series, as fully registered bonds, in denominations of \$5,000 principal amount or any integral multiple thereof.

Each of the Bonds shall bear interest from the interest payment date next preceding the date of registration and authentication of such bond, unless: (a) such bond is registered and

authenticated as of an interest payment date (each, 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 next preceding the first Interest Payment Date, in which event such bond shall bear interest from the Dated Date of the Bonds; or (d) as shown by the records of the Paying Agent, interest on such bond shall be in default, in which event such bond shall bear interest from the date to which interest was last paid on such bond. Interest on each of the Bonds shall be payable initially on a date selected by the School District, and thereafter, semiannually, until the principal sum thereof is paid or provision for payment thereof duly has been made. Except as to distinguishing numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this School District, the Financial Advisor and the Paying Agent, as may be appropriate for different denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

The principal of and premium, if any, on the Bonds shall be payable to the registered owners thereof or their transferees, upon presentation and surrender of the Bonds at the place or places set forth in the Bonds. Payment of interest on the Bonds shall be made by check mailed to the registered owners thereof whose names and addresses appear at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date (the "Record Date") on the registration books maintained by the Paying Agent on behalf of this School District, irrespective of any transfer or exchange of any Bonds subsequent to the Record Date and prior to such Interest Payment Date, unless this 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 persons in whose names the Bonds are 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 on behalf of this School District to the registered owners of the Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the 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 are authorized or required by law or executive order to close, then the date for payment of such principal or interest shall be the next succeeding day that is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required 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.

Section 8. Bond Register, Registrations and Transfer.

The School District shall cause to be kept at the designated office of the Paying Agent a register (the "Bond Register") in which, subject to such reasonable regulations as it may prescribe, the School District shall provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond shall be valid unless made at such office and registered in the Bond Register.

Upon surrender of any Bond at the designated office of the Paying Agent for registration of transfer, the School District shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same interest rate and maturity, and in the same aggregate principal amount as the Bond so surrendered.

Any Bond shall be exchangeable for other Bonds of the same maturity and interest rate, in any authorized denomination, in an aggregate principal amount equal to the principal amount of the Bond or Bonds presented for exchange. Upon surrender of any Bond for exchange at the designated office of the Paying Agent, the School District shall execute and the Paying Agent shall authenticate and deliver in exchange therefore the Bond or Bonds which the owner making the exchange shall be entitled to receive.

All Bonds issued upon any registration of transfer or exchange shall be valid obligations of the School District, evidencing the same debt and entitled to the same benefits under this Resolution as the Bonds surrendered for such registration of transfer or exchange.

Every Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the School District and the Registrar, duly executed by the registered owner thereof or his duly authorized agent or legal representative.

No service charge shall be made for any transfer or exchange of any Bond, but the School District may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

The School District and the Paying Agent shall not be required to: (a) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on any Record Date for interest payments and ending at the close of business on such Interest Payment Date; (b) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on the 15th business day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the date the notice of redemption shall be given; (c) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on the first business day next succeeding the business day the Paying Agent determines the registered owners of the Bonds to receive notice of any Special Record Date and the close of business on the Special Record Date; or (d) register the transfer or exchange of any Bond after it has been selected or called for redemption, in whole or in part.

Section 9. Execution and Authentication; Book-Entry-Only Registration.

(a) Execution and Authentication. The Bonds shall be executed on behalf of the School District by the President or Vice President of the Board of School Directors, and shall have a manual or facsimile of the corporate seal of the School District affixed thereto, duly attested by the Secretary of the Board of School Directors and said officers hereby are authorized and directed to execute the Bonds. The Bonds shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Paying Agent. No Bond shall be valid until such Certificate of Authentication shall have been duly executed by the Paying Agent and such authentication shall be conclusive and the only proof that any Bond has been issued pursuant to this Resolution and is entitled to any benefits conferred thereon under the provisions of this Resolution. To the extent that any one signature on a Bond (including the signature of the officer of the Paying Agent) is manual, all other signatures may be by facsimile.

(b) Book-Entry-Only Registration.

(i) Letter of Representations. 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. Notwithstanding the foregoing provisions of this Resolution, the Bonds shall initially be issued in the form of one fully registered bond for the principal amount of each maturity, and the following provisions shall apply with respect to the registration, transfer and payment of the Bonds:

(ii) Book-Entry-Only System.

(A) The Bonds shall be issued in the form of one fully registered bond for the aggregate principal amount of the Bonds of each maturity, which Bonds shall be registered in the name of Cede & Co., as nominee of DTC. Except as provided in paragraph (G) below, all of the Bonds shall be registered in the name of 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, registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the 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 portions of the Bonds on the registration records maintained by the Paying Agent pursuant to Section 8 hereof, in connection with discontinuing the book entry system as provided in paragraph (G) below or otherwise.

(B) So long as the Bonds or any portion thereof 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 immediately available funds on the dates provided for such payments in this Resolution and in the Bonds. Each such payment to DTC or its nominee shall be valid and effective to discharge fully all liability of the School District or the Paying Agent with respect to the principal or redemption price of or interest on such 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.

(C) The 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 registered owners under the Resolution and the Bonds, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners and for all other purposes whatsoever; and neither the School District nor the Paying Agent shall be affected by any notice to the contrary. Neither the 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 registration records maintained by the Paying Agent as being a registered owner, with respect to either: (1) the Bonds; or (2) the accuracy of any records maintained by DTC or any such participant; or (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; or (4) any notice which is permitted or required to be given to registered owners under this Resolution or the Bonds; or (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; or (6) any consent given or other action taken by DTC as registered owner.

(D) 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 registered owners of Bonds under this Resolution or the Bonds shall be given to DTC as provided in the representation letter to be delivered to DTC, in form and content satisfactory to DTC and the School District.

(E) In connection with any notice or other communication to be provided to registered owners pursuant to this Resolution or the Bonds by the School District or the Paying Agent with respect to any consent or other action to be taken by registered owners, 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 the School District or the Paying Agent may establish a special record date for such consent or other action. The School District or the Paying Agent shall give DTC notice of such special record date not less than fifteen (15) calendar days in advance of such special record date to the extent possible.

(F) Any successor Paying Agent shall, in its written acceptance of its duties under this Resolution, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

(G) The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the 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, the School District determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the School District. In either of such events (unless in the case described in clause (2) above, the 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 the School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests the School District and the Paying Agent to do so, the 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 10. General Obligation Covenant.

The Bonds hereby are declared to be general obligations of the School District. The School District hereby covenants with the registered owners from time to time of the Bonds outstanding pursuant to this Resolution that it will include the amount of the debt service as specified in this Section, subject to appropriate adjustment in the event of the optional redemption of any Bonds prior to maturity, on the Bonds for each fiscal year in which such sums are payable, in its budget for that year, will appropriate such amounts for such payments and will duly and punctually pay or cause to be paid the principal of the Bonds and the interest thereon on the dates, at the places and in the manner stated therein, according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the School District does hereby pledge its full faith, credit and taxing power. The maximum amount of the debt service which the School District hereby covenants to pay on the Bonds in each year is shown on Schedule A which is attached hereto and incorporated herein by reference as if set out here at length.

As provided in the Debt Act, the foregoing covenants are specifically enforceable.

Section 11. Redemption.

(a) Optional Redemption. The Bonds may be subject to optional redemption by this School District prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 hereof.

If less than all Bonds are to be redeemed at any time, the Bonds shall be redeemed in such order of maturity as the School District shall select.

(b) Mandatory Redemption. The Bonds may be subject to mandatory redemption, if at all, prior to maturity, on the dates (each, a "Mandatory Redemption Date") and determined in the manner described in Section 4 hereof, not in excess of any annual principal payment amount set forth in Exhibit A hereof.

(c) Notice. Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the registered owners of Bonds to be redeemed at the addresses which appear in the Bond Register, provided, however, that 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 shall 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 shall cease to accrue after such redemption date.

(d) CUSIP Numbers. Notices of redemption shall contain the applicable CUSIP numbers pertaining to the Bonds called for redemption (if then generally in use), and shall also

contain the serial identification numbers printed on the Bonds. The School District, however, makes no representation as to the accuracy of such CUSIP numbers either printed on the Bonds or as contained in any redemption notice.

(e) Selection by Lot. If less than all Bonds maturing on any one date are to be redeemed at any time, the Paying Agent shall select by lot the Bonds to be redeemed at such time.

(f) Portions of Bonds. Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Paying Agent shall assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 and shall treat each portion as a separate Bond in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Paying Agent shall authenticate and deliver to the registered owner thereof a new Bond or Bonds of the same maturity and in any authorized denominations requested by the registered owner in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 12. Sinking Fund.

(a) Deposit. The School District hereby authorizes the establishment of a sinking fund for the Bonds. The sinking fund shall be known generally as Halifax Area School District, 2018 Bonds Sinking Fund and hereafter further identified by the year in which such fund is established (the "Sinking Fund") into which the School District covenants to deposit, and into which the Proper Officers (hereinafter defined) of the School District hereby are authorized and directed to deposit, so long as the Bonds remain outstanding, (i) on or before the initial interest payment date (the "Initial Interest Payment Date"), and on or before each Interest Payment Date thereafter, to and including the final maturity date of the Bonds, amounts sufficient to pay the interest due on such dates on the Bonds then outstanding, and (ii) on or before the date as shall be specified in the Addendum as the initial principal payment date, and on or before each principal payment date (the "Principal Payment Date") thereafter to and including the final maturity date of the Bonds amounts sufficient to pay the principal of the Bonds due on each such date at maturity or pursuant to the mandatory redemption requirements hereof. Should the amounts covenanted to be paid into the Sinking Fund, at any time, be in excess of the net amounts required at such time for the payment of interest and principal, whether by reason of funds already on deposit in the Sinking Fund or by reason of the purchase or redemption of Bonds, or for some similar reason, the amounts covenanted to be paid may be reduced to the extent of the excess.

(b) Credit for Bonds Delivered. The School District may satisfy any part of its obligations with respect to clause (a) by delivering to the Paying Agent and Sinking Fund Depository, for cancellation, Bonds maturing on the date on which such deposit is required. The School District shall receive credit against such deposit for the face amount of the Bonds so delivered, provided that such Bonds are delivered to and received by the Paying Agent and Sinking Fund Depository (i) on or before the maturity date of the Bonds for which credit is requested, in the case of a deposit required for the payment of Bonds at maturity, or (ii) in the case of a deposit required to be made on a Mandatory Redemption Date, no later than 60 days prior to the Mandatory Redemption Date for which credit is requested.

(c) Application of Funds. All sums in the Sinking Fund shall be applied exclusively to the payment of principal and interest covenanted to be paid by Section 10 hereof as the same from time to time become due and payable and the balance of said moneys over and above the sum so required shall remain in the Sinking Fund, to be applied to the reduction of future

required deposits; subject, however, to investment or deposit at interest as authorized by law and as permitted by Section 23 hereof. The Sinking Fund shall be kept as a separate account at the designated office of the Sinking Fund Depository. The Sinking Fund Depository, without further authorization other than as herein contained, shall pay from the moneys in the Sinking Fund, the interest on the Bonds as and when due to the registered owners on the appropriate Record Date and principal of the Bonds, as and when the same shall become due, to the registered owners thereof.

(d) Optional Deposits. Notwithstanding the foregoing, in the case of optional redemption of any or all of the Bonds as permitted by Section 11 hereof, the Treasurer hereby is authorized and directed to deposit from time to time before the appropriate optional redemption date funds which shall be sufficient when they, either alone or together with the interest to be earned thereon, if any, will equal the principal of the Bonds so called for redemption and the premium, if any and the interest thereon to the date fixed for redemption.

Section 13. Disposition of Proceeds.

All moneys derived from the sale of the Bonds shall be deposited in the Clearing Account created pursuant to Section 20 hereof and shall be and hereby are appropriated substantially to payment of the cost of the 2018 Project, including but not limited to payment of the costs and expenses of preparing, issuing and marketing the Bonds, and the payment of interest on the Bonds from the Dated Date to the date of delivery and shall not be used for any other purposes, except as to any insubstantial amounts of money which may remain after fulfilling the purposes set forth herein, which minor amounts of remaining moneys shall promptly upon their determination be deposited in the Sinking Fund and used for the payment of interest on the Bonds. Promptly upon the deposit of the proceeds of the Bonds to the Clearing Fund, the School District shall cause to be made the payments and transfers authorized by Section 20 of this Resolution.

Section 14. Cost and Realistic Useful Life.

Reasonable cost estimates have been obtained for the 2018 Project with the assistance of persons qualified by experience. The cost of the 2018 Project is estimated to be at least \$10,750,000. The useful life of the 2013 Capital Project, originally funded with the proceeds of the 2013 Bonds, and which 2013 Bonds are now being refunded with proceeds of the Bonds, is presently, in excess of twenty (20) years. Accordingly, the maturities of the Bonds have been structured to be in accordance with Section 8142(a)(2) of the Debt Act.

In addition, the maturities of the Bonds will be fixed so that the principal of the Bonds will be amortized on an approximately level annual debt service plan in accordance with Section 8142(b)(1) of the Debt Act as shown on Schedule A hereto, which is attached hereto and incorporated herein by reference as if set out here at length.

Section 15. Internal Revenue Code Covenants.

(a) General. The School District hereby covenants with the registered owners, from time to time, of the Bonds that no part of the proceeds of the Bonds will be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the Regulations thereunder proposed or in effect at the time of such use and applicable to the Bonds, and that it will comply with the requirements of that section and the Regulations throughout the term of the Bonds.

(b) **Rebate.** The School District covenants, if it is not eligible for any rebate exception under the Code, that it will rebate to the U.S. Treasury, at the times and in the manner required by the Code, all investment income derived from investing the proceeds of the Bonds in an amount which exceeds the amount which would have been derived from the investment of the proceeds of the Bonds at a yield not in excess of the yield on the Bonds.

(c) **Qualified Tax-Exempt Obligation Designation.** To the extent the Bonds, together with all other tax-exempt obligations issued in calendar year 2018, are issued in an aggregate principal amount of or less than \$10,000,000 and otherwise qualify, the School District hereby designates the Bonds as Qualified Tax-Exempt Obligations as such term is defined in and pursuant to Section 265(b)(3) of the Code. The School District represents and reasonably expects that the total amount of its obligations so designated and to be designated during the 2018 calendar year does not and will not exceed \$10,000,000.

(d) **Filing.** The School District will file IRS Form 8038-G and any other forms or information required by the Code to be filed in order to permit the interest on the Bonds to be excluded from gross income for federal income tax purposes.

Section 16. Advertising.

The action of the officers of the School District in advertising a summary of this Resolution, as required by law, is ratified and confirmed. The officers of the School District or any of them, are authorized and directed to advertise a notice of adoption of this Resolution in a newspaper of general circulation in the School District within fifteen (15) days after final adoption. The Secretary hereby is directed to make a copy of this Resolution available for inspection by any citizen during normal office hours.

Section 17. Filing with Department of Community and Economic Development.

The President or Vice President of the Board of School Directors and the Secretary hereby are authorized and directed to prepare, verify and file with the Department of Community and Economic Development, in accordance with the Debt Act, a transcript of the proceedings relating to the issuance of the Bonds including the Debt Statement and Borrowing Base Certificate required by § 8110 of the Debt Act, and to take other necessary action, and to prepare and file all necessary documents with the Department of Community and Economic Development including, if necessary or desirable, any statements required to exclude any portion of the debt evidenced by the Bonds from the appropriate debt limit as self-liquidating or subsidized debt.

Section 18. General Authorization.

Proper Officers (hereinafter defined) of the School District hereby are authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the Bonds, all in accordance with this Resolution.

Section 19. Official Statement.

The School Board hereby authorizes the preparation of a Preliminary Official Statement (the "Preliminary Official Statement") for use in the marketing of the Bonds and authorizes the Superintendent of the School District to approve the form of such Preliminary Official Statement and a final Official Statement (the "Official Statement") with respect to the Bonds of the School District, with such insertions and amendments as shall be necessary or appropriate to reflect the final terms and provisions of the Bonds, the accepted Purchase Proposal and this Resolution. The President of the School Board shall affix his or her signature to the Official Statement, as

such officer, and such execution of the Official Statement shall constitute conclusive evidence of the approval of the Official Statement by the School Board.

Section 20. Clearing Account and Refunded Bonds Sinking Fund.

(a) **Clearing Account.** The School District hereby authorizes the establishment with the Paying Agent of a special fund to be known as the Halifax Area School District 2018 Clearing Account (the "Clearing Account") which shall be held as a trust fund for the benefit of the School District until disbursed in accordance with the provisions hereof. The School District shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the Bonds to the Paying Agent for deposit to the Clearing Account. Upon written directions from the School District signed by the President or Vice President of the Board of School Directors and the Secretary of the Board of School Directors, the Paying Agent (A) shall pay, out of the Clearing Account, the costs and expenses of the issuance of and insurance, if applicable, on the Bonds, (B) shall transfer the amount of accrued interest, if any, to the Bonds Sinking Fund, (C) shall transfer from the Clearing Account and deposit the specified amount with respect to the Refunding Project, to the sinking fund of the 2013 Bonds described in subsection (b) below, for the refunding and redemption of the Refunded Bonds.

The written direction from the School District shall state the names of the respective payees, the purpose for which the expenditure has been incurred, or the purpose of the transfer, whichever is applicable, and shall contain a certification that each item of expense for which payment has been requested has been properly incurred and is then unpaid, and that each transfer which is requested is in accordance with the provisions of this Resolution.

(b) **Refunded Bonds Sinking Fund.** The School District, acknowledging that the Paying Agent, as the Refunded Bonds Paying Agent serves as the paying agent for the 2013 Bonds, directs the Paying Agent to transfer from the Clearing Account and deposit in the sinking fund for the 2013 Bonds (the "2013 Bonds Sinking Fund") proceeds of the Bonds held in the Clearing Account sufficient to pay on the outstanding principal balance of the Refunded Bonds, and accrued interest outstanding on the Refunded Bonds through, and including, March 1, 2019, the date fixed for the redemption of the Refunded Bonds (the "Refunded Bonds Redemption Date).

Section 21. Payment and Redemption of the Refunded Bonds.

(a) **Refunded Bonds Identified.** In accordance with this Resolution and the Purchase Proposal, by acceptance of the Addendum, the President of the Board of School Directors shall identify the portion of the 2013 Bonds actually being refunded, which portion shall for all purposes of this Resolution and the Refunding Project, constitute the "Refunded Bonds".

(b) **Redemption Call and Notice.** The School District hereby calls for redemption prior to maturity, at a price of 100% of the principal amount plus accrued interest, all of the Refunded Bonds when due, until such Refunded Bonds are redeemed. The School District hereby irrevocably directs payment from moneys to be available for such purpose in the Clearing Account, and transferred therefrom to the 2013 Bonds Sinking Fund for redemption of the Refunded Bonds on the Refunded Bonds Redemption Date, together with and interest accrued thereon and payable on the Refunded Bonds Redemption Date.

Section 22. Payment of Expenses.

All expenses incurred in connection with issuance of the Bonds, shall be paid out of the proceeds derived from the issuance of the Bonds and deposited in the Clearing Account and the

Proper Officers (hereinafter defined) are authorized to sign and deliver requests for payment of such expenses.

Section 23. Investments.

Any moneys in the Sinking Fund not required for prompt expenditure may, at the direction of the School District, be invested in bonds or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time accounts or certificates of deposit or other interest bearing accounts of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that such deposits are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds in accordance with the Debt Act. Any such investments or deposits shall mature or be subject to redemption at the option of the holder, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to the registered owners of the Bonds.

Section 24. Purchase of Insurance.

If applicable, as determined from the Purchase Proposal, the School Board authorizes and directs the purchase of municipal bond guaranty insurance with respect to the Bonds. The Proper Officers (hereinafter defined) 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 Purchase Proposal, including the payment of the premium for such insurance.

Section 25. Authorization of Officers.

Any authorization granted to, power conferred on, or direction given to the President of the Board of School Directors, Secretary of the Board of School Directors, Treasurer, Superintendent, or Business Manager shall be deemed to run to the Vice President, Assistant Secretary, Assistant Treasurer, Assistant Superintendent, or Assistant Business Manager, respectively, or any person acting in any such capacity by authority granted by this Board of School Directors, as if such latter titles had been expressly included in the text hereof which grants such authorization, confers such power or gives such direction. As hereinbefore stated, each of the foregoing persons shall constitute a "Proper Officer of the School District" (and collectively, "Proper Officers"), provided that they are acting within the scope of their authority. Notwithstanding the foregoing provision, with respect to this Resolution, the Addendum and the Bonds, only the President, or the Vice President in lieu thereof, is authorized to execute these documents.

Section 26. Bond Form.

The Bonds shall be printed substantially in the form set forth in this Section with such changes thereto as shall hereafter be made upon the advice of the School District solicitor and bond counsel, approval of such changes being evidenced by the execution and attestation of the Bonds by the Proper Officers of the School District.

[FORM OF BOND]

No.: GOB-____

\$____,____,____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the School District 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 inasmuch as the registered owner (the "Registered Owner") hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA

HALIFAX AREA SCHOOL DISTRICT
DAUPHIN COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BOND, SERIES OF 20__

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date of Series</u>	<u>CUSIP</u>
__-__-%	_____, 20__	_____, 20__	

Registered Owner **CEDE & CO.**

Principal Sum _____ AND 00/100 DOLLARS (\$____,____,____)

HALIFAX AREA SCHOOL DISTRICT, Dauphin County, Pennsylvania, a school district (the "School District") existing under the laws of the Commonwealth of Pennsylvania and a local government unit, as defined in the Local Government Unit Debt Act, 53 Pa. C.S. §8001 *et seq.*, as amended and supplemented (the "Debt Act"), for value received, hereby promises to pay to the registered owner of this General Obligation Bond, Series of 2018, on the above stated maturity date, the above stated principal sum, unless this Bond shall be redeemable and duly shall have been called for previous redemption and payment of the redemption price shall have been made or provided for, and to pay semiannually on _____ and _____ of each year (each, an "Interest Payment Date"), beginning _____ to the registered owner hereof, interest thereon at the above stated annual rate of interest, from the Interest Payment Date next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the succeeding Interest Payment Date, in which event this Bond shall bear interest from such succeeding Interest Payment Date, or (c) this Bond is registered and authenticated prior to the Record Date preceding _____, in which event this Bond shall bear interest from the Dated Date of the Series identified above, or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date on which interest was last paid on this Bond until the principal sum hereof is paid.

The principal of this Bond is payable to the registered owner hereof in lawful moneys of the United States of America upon presentation hereof at the designated corporate trust office of Manufacturers and Traders Trust Company (the "Paying Agent"), in Buffalo, New York. The term "Paying Agent", when hereinafter used, also shall include any successor paying agent under the Resolution, hereinafter defined. Payment of the interest due hereon shall be paid to the registered owner hereof by check drawn on the Paying Agent mailed to the registered owner at his address as it appears on the bond register (the "Bond Register") maintained by the Paying Agent, as bond registrar, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date (the "Record Date"), irrespective of any transfer or exchange of this Bond subsequent to the applicable Record Date. In the event the School District shall default in

the payment of interest due hereon at the time the same is due and payable, such defaulted interest will be payable to the registered owner hereof by check drawn on the Paying Agent mailed to the registered owner at his address as it appears on the Bond Register maintained by the Paying Agent at the close of business on a special record date (the "Special Record Date") established by the Paying Agent, notice of which shall be mailed by the Paying Agent to the registered owner hereof not less than fifteen (15) days preceding the Special Record Date. Such notice shall be mailed to the registered owner shown on the Bond Register maintained by the Paying Agent at the close of business on the fifth (5th) business day preceding the date of mailing.

If the date for payment of the principal of, premium, if any, or interest on such Bond shall be a Saturday, Sunday, legal holiday or on a day on which banking institutions in the municipality where the designated corporate trust office of the Paying Agent is located are authorized by law or executive order to close, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or on a day on which 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 one of an initially authorized series of \$____,000 aggregate principal amount of general obligation bonds of the School District, known as "General Obligation Bonds, Series of 2018" (the "Bonds"), all of like tenor, except as to denominations, dates of maturity, rates of interest and provisions for redemption, and all issued in accordance with provisions of the Debt Act under and by virtue of a duly adopted resolution (the "Resolution") of the Board of School Directors of the School District. The Debt Act, as such shall have been in effect when this Bond was authorized, and the Resolution shall constitute a contract between the School District and the registered owner, from time to time, of this Bond.

Optional Redemption

The Bonds are subject to redemption prior to maturity, at the option of the School District, in whole or in part, on _____, or on any date thereafter, upon payment of the principal amount thereof, together with accrued interest to the date fixed for redemption. If less than all Bonds are to be redeemed at any time, the Bonds shall be redeemed in such order of maturity as the School District shall select. If less than all Bonds maturing on any one date are to be redeemed at any time, the Bonds to be called for redemption at such time shall be drawn by lot by the Paying Agent. In the event any Bonds are in a denomination greater than \$5,000 a portion of such Bonds may be redeemed, but portions of Bonds shall be redeemed only in the principal amount of \$5,000 or any whole multiple thereof.

Mandatory Redemption

The Bonds stated to mature on _____ and _____ are subject to mandatory redemption, in part, as drawn by lot by the Paying Agent, prior to the stated maturity date, by application of money available for such purposes in the Sinking Fund established under the Resolution, upon payment of the principal amount thereof, together with accrued interest, to the date fixed for redemption or upon maturity, as applicable, on _____ of the following years and in the following principal amounts:

Bonds Stated to Mature on _____		Bonds Stated to Mature on _____	
<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>

*Maturity

Notice of any redemption shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the registered owners of Bonds to be redeemed at the addresses which appear in the Bond Register, provided, however, that 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 shall 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 shall cease to accrue after such redemption date.

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 the registered owners of the Bonds. No representation is made by the School District 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.

This Bond shall be transferable upon books of the School District kept at the aforesaid designated corporate trust office of the Paying Agent, by the registered owner hereof in person or by his duly authorized agent or legal representative at such corporate trust office of the Paying Agent, upon surrender hereof, together with a written instrument of transfer, in form and with guaranty of signature satisfactory to the School District and the Registrar, duly executed by the registered owner hereof or his duly authorized agent or legal representative, and thereupon the School District shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same interest rate and maturity, and in the same aggregate principal amount as the Bond so surrendered. The School District and the Paying Agent may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The School District and the Paying Agent shall not be required to: (a) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on any Record Date for interest payments and ending at the close of business on such Interest Payment Date; (b) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on the 15th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the date the notice of redemption shall be mailed; (c) issue, or register the transfer or exchange of, any Bond during the period beginning at the opening of business on the first business day next succeeding the business day the Paying Agent determines the registered owners of the Bonds to receive notice of any Special Record Date and the close of business on the Special Record Date; or (d) register the transfer or exchange of any Bond after it has been selected or called for redemption, in whole or in part.

So long as The Depository Trust Company ("DTC") or its nominee, CEDE & CO., is the registered owner hereof, all payments of principal of and interest on this Bond shall be payable in the manner and at the respective time of payment provided for in the Letter of Representations (the "Letter of Representations").

So long as DTC or its nominee, CEDE & CO., is the registered owner of the Bonds, if all or less than all of the Bonds of a particular maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods described in the Letter of Representations. If less than all of the Bonds are to be redeemed, the Bonds to be redeemed shall be selected by the School District in any order the School District may decide and within a maturity by lot selected by DTC. In the event DTC or its nominee, CEDE & CO., is not the registered owner of the Bonds, then the selection by lot within a maturity of the Bonds to be redeemed shall be made by the Paying Agent. Any such redemption shall be upon payment of the principal amount to be redeemed, together with accrued interest to the date fixed for redemption.

It hereby is certified that: (i) all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law; and (ii) the debt represented by the Bond, together with any other indebtedness of the School District, if any, is not in excess of any limitation imposed by the Debt Act upon the incurring of debt by the School District. The School District has covenanted, in the Resolution, with the registered owners from time to time, of the Bonds which shall be outstanding, from time to time, pursuant to the Resolution, that the School District, as appropriate, shall include the amount of debt service, for each fiscal year of the School District in which sums are payable, in its budget for that fiscal year, shall appropriate such amounts to the payment of such debt service and duly and punctually shall pay or shall cause to be paid the principal of this Bond and the interest thereon at the dates and place and in the manner stated herein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the School District has and does pledge, irrevocably, its full faith, credit and taxing power. The Debt Act provides that the foregoing covenant of the School District shall be enforceable specifically.

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

This Bond is issuable only in the form of a fully registered bond, without coupons, in the denomination of \$5,000 or any whole multiple thereof. This Bond or this Bond, together with other Bonds, at the option of the registered owner hereof, may be exchanged for an aggregate principal amount of a registered Bond or Bonds of the same series, designation, maturity and interest rate of any authorized denomination.

This Bond shall not be entitled to any benefit under the Resolution and shall not be valid or obligatory for any purpose until this Bond shall have been authenticated by the Certificate of Authentication endorsed hereon duly signed by or in behalf of the Paying Agent.

The owner of this Bond, by acceptance hereof, shall be deemed to have assented to all terms and conditions of the Resolution.

IN WITNESS WHEREOF, HALIFAX AREA SCHOOL DISTRICT, Dauphin County, Pennsylvania, as provided by the Debt Act and in the Resolution, has caused this Bond to be executed in its name and in its behalf by the manual or facsimile signature of its President of the Board of School Directors, and the official seal of the School District to be affixed hereunto, duly attested by the manual or facsimile signature of the Secretary of the Board of School Directors.

ATTEST:

HALIFAX AREA SCHOOL DISTRICT

Secretary of the Board
of School Directors
(SEAL)

By: _____
President of the Board
of School Directors

**CERTIFICATE OF AUTHENTICATION, CERTIFICATE AS TO OPINION AND
CERTIFICATE AS TO INSURANCE**

It is certified that: (i) this Bond is one of the Bonds of the Series designated therein, described in the within mentioned Resolution; (ii) the Opinion of Eckert Seamans Cherin & Mellott, LLC, Harrisburg, Pennsylvania, attached hereto, is a true and correct copy of an original Opinion which was signed and dated as of the date of original delivery of the Bonds and is on file at our designated corporate trust office described in the within mentioned Resolution where the same may be inspected; and (iii) the Statement of Insurance attached hereto refers to an original policy of insurance issued by [Bond Insurer] and on file at our designated corporate trust office where the same may be inspected.

Manufacturers and Traders Trust Company,
as Paying Agent

By: _____
Authorized Representative

DATE OF AUTHENTICATION: _____

STATEMENT OF INSURANCE
[IF APPLICABLE]

USE OF ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this 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

UNIF GIFT MIN ACT -

(Custodian)

JT TEN - as joint tenants with
right of survivorship and not
as tenants in common

under Uniform Gifts to Minors Act

(State)

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

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

Please insert Social Security
or other identifying number
of assignee

(Please print or typewrite name and address including postal zip code of transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as Agent to transfer the within Bond on the books kept for registration thereof, 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 that is a participant in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Bond, in every particular, without alteration or enlargement, or any change whatever.

[END FORM OF BOND]

Section 27. Ratification.

The School District hereby ratifies and confirms authorization to the solicitor of the School District, Cunningham Chernicoff & Warshawsky, P.C., Harrisburg, Pennsylvania, to the Financial Advisor to the School District, PFM Financial Advisors LLC, Harrisburg, Pennsylvania, and to Bond Counsel to the School District, Eckert Seamans Cherin & Mellott, LLC, Harrisburg, Pennsylvania to undertake the necessary steps or to take necessary action relating to the marketing and issuance of the Bonds.

Section 28. Disclosure Covenants.

In accordance with Rule 15c2-12 (the "Rule") promulgated under the Securities Exchange Act of 1934, as amended, the School District hereby covenants, with and for the benefit of the holders and beneficial owners (which shall include any person or entity that has a pecuniary interest in any of the Bonds) from time to time of the Bonds, to provide to the Municipal Securities Rulemaking Board (the "MSRB") in the manner prescribed by the MSRB (currently through the MSRB's Electronic Municipal Market Access (EMMA) System), on an annual basis, certain annual financial information and operating data specified in the final Official Statement with respect to the Bonds and more fully identified in the School District's Continuing Disclosure Certificate (the "Disclosure Certificate"), to be dated and executed

concurrently with the issuance of the Bonds, commencing with the fiscal year ending June 30, 2018. Such financial information and operating data shall be provided after the end of each fiscal year by the deadline specified in the Disclosure Certificate. The School District hereby also covenants, with and for the benefit of the holders and beneficial owners from time to time of the Bonds, to provide to the MSRB for disclosure through its EMMA System, (A) in a timely manner, notice of a failure to provide the required annual financial information specified above, on or before the date specified above, and (B) in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events with respect to the Bonds: (i) principal and interest payment delinquencies; (ii) non-payment related defaults, if material; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers or their failure to perform; (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (vii) modifications to rights of the holders of the Bonds, if material; (viii) bond calls, if material, and tender offers; (ix) defeasance of the Bonds or any portion thereof; (x) release, substitution or sale of property securing repayment of the Bonds, if material; (xi) rating changes; (xii) bankruptcy, insolvency, receivership or similar event of the obligated person; (xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material.

The School District's covenants in the immediately preceding paragraph shall terminate upon legal defeasance, or other arrangement whereby the School District is released from any further obligations with respect to the Bonds, prior to redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the School District shall give prompt notice of such termination to the MSRB.

Proper officers or officials of the School District are hereby authorized in the name and on behalf of the School District to amend or terminate, in whole or in part, any of the foregoing covenants in this Section, without the consent of the holders or beneficial owners of the Bonds, provided that (A) the amendment requires the School District to provide more information than was required by this Section prior to the amendment, without diminishing in any way the obligations of the School District to provide information hereunder as required by this Section prior to the amendment, or (B) the following conditions are satisfied: (i) the amendment or termination is in connection with a change in circumstances that arises from a change in or clarification of legal requirements, change of law, or change in the identity, nature or status of an obligated person (within the meaning of the Rule) with respect to the Bonds, or the type of business conducted; (ii) such covenants, as amended, would, in the opinion of the independent nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or termination either (a) is approved by the holders of the Bonds in the same manner as provided in the Debt Act for modifications of this Ordinance with the consent of such holders or (b) does not, in the opinion of independent nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds. The School District shall give prompt notice of any such amendment or termination to the MSRB. In addition, the School District shall describe such amendment in the next submission to the MSRB and shall include, as applicable, a narrative explanation of the reason for the amendment and its impact on the type (or in the

case of a change of accounting principles, on the presentation) of financial information or operating data being provided by the School District. If the amendment relates to the accounting principles to be followed in preparing the School District's audited financial statements (the "Audits"), (A) the School District shall give prompt notice of such change to the MSRB, and (B) the Audits for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the Audits as prepared on the basis of the new accounting principles and the Audits prepared on the basis of the former accounting principles.

The sole remedy for a breach by the School District of any of the covenants in this Section shall be an action to compel performance of such covenant. Under no circumstances may monetary damages be assessed or recovered or payment of the Bonds be accelerated, nor shall any such breach constitute a default under the Bonds. Nothing in this Section is intended as or shall be deemed a "provision of the bonds" for purposes of the Debt Act.

Section 29. 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.

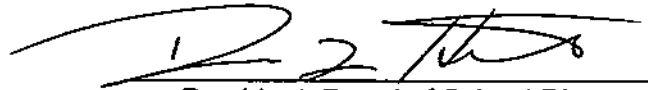
Section 30. Repealer.

Any resolutions or parts thereof not in accordance with this Resolution hereby are repealed insofar as they conflict with this Resolution.

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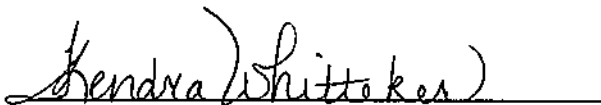
ADOPTED by the Board of School Directors of Halifax Area School District, in lawful session assembled, on this 23rd day of October, 2018.

HALIFAX AREA SCHOOL DISTRICT



President, Board of School Directors

ATTEST:



Secretary of the Board

[SEAL]

SCHEDULE A

Halifax Area School District
Dauphin County, Pennsylvania
General Obligation Bonds, Series of 2018
\$10,750,000

MAXIMUM DEBT SERVICE SCHEDULE

[CONTINUED ON NEXT PAGE]

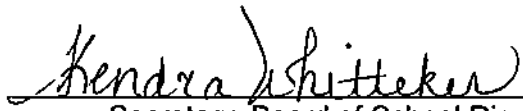
<u>Date</u>	<u>Principal</u>	<u>Max Rate</u>	<u>Interest</u>	<u>Semi-Annual Debt Service</u>	<u>Fiscal Year Debt Service</u>
3/1/2019			144,527.78	144,527.78	144,527.78
9/1/2019	455,000	5.500	295,625.00	750,625.00	
3/1/2020			283,112.50	283,112.50	1,033,737.50
9/1/2020	470,000	5.500	283,112.50	753,112.50	
3/1/2021			270,187.50	270,187.50	1,023,300.00
9/1/2021	485,000	5.500	270,187.50	755,187.50	
3/1/2022			256,850.00	256,850.00	1,012,037.50
9/1/2022	495,000	5.500	256,850.00	751,850.00	
3/1/2023			243,237.50	243,237.50	995,087.50
9/1/2023	505,000	5.500	243,237.50	748,237.50	
3/1/2024			229,350.00	229,350.00	977,587.50
9/1/2024	520,000	5.500	229,350.00	749,350.00	
3/1/2025			215,050.00	215,050.00	964,400.00
9/1/2025	540,000	5.500	215,050.00	755,050.00	
3/1/2026			200,200.00	200,200.00	955,250.00
9/1/2026	560,000	5.500	200,200.00	760,200.00	
3/1/2027			184,800.00	184,800.00	945,000.00
9/1/2027	565,000	5.500	184,800.00	749,800.00	
3/1/2028			169,262.50	169,262.50	919,062.50
9/1/2028	595,000	5.500	169,262.50	764,262.50	
3/1/2029			152,900.00	152,900.00	917,162.50
9/1/2029	615,000	5.500	152,900.00	767,900.00	
3/1/2030			135,987.50	135,987.50	903,887.50
9/1/2030	635,000	5.500	135,987.50	770,987.50	
3/1/2031			118,525.00	118,525.00	889,512.50
9/1/2031	660,000	5.500	118,525.00	778,525.00	
3/1/2032			100,375.00	100,375.00	878,900.00
9/1/2032	680,000	5.500	100,375.00	780,375.00	
3/1/2033			81,675.00	81,675.00	862,050.00
9/1/2033	705,000	5.500	81,675.00	786,675.00	
3/1/2034			62,287.50	62,287.50	848,962.50
9/1/2034	730,000	5.500	62,287.50	792,287.50	
3/1/2035			42,212.50	42,212.50	834,500.00
9/1/2035	755,000	5.500	42,212.50	797,212.50	
3/1/2036			21,450.00	21,450.00	818,662.50
9/1/2036	780,000	5.500	21,450.00	801,450.00	
3/1/2037					801,450.00
TOTALS	10,750,000		5,975,077.78	16,725,077.78	16,725,077.78

CERTIFICATE

I, the undersigned, Secretary of Halifax Area School District, Dauphin County, Pennsylvania (the "School District"), hereby certify that: (a) attached to this Certificate is a true, correct and complete copy of a Resolution (the "Resolution") which was duly adopted at a meeting of the Board of School Directors of the School District on October 23, 2018, at which a quorum was present and acting throughout, and which was at all times open to the public; (b) the Resolution was duly recorded in the School District's Resolution Book, and a summary of the Resolution was published as required by law in a newspaper of general circulation in the School District; (c) the School District met the advance notice requirements of Sunshine Act, 65 Pa. C.S. § 701 *et seq.*, by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of School Directors; (d) the total number of members of the Board of School Directors is nine; and (e) the vote upon the Resolution was called and duly recorded upon the minutes and that the members voted in the following manner:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
Dean Hile	✓	_____	_____	_____
Ricky Grosser	_____	_____	_____	✓
Scott A. Corsnitz	✓	_____	_____	_____
Robbie Eyster	✓	_____	_____	_____
Hara Frank	✓	_____	_____	_____
Brad Harker	✓	_____	_____	_____
Thomas Weber	✓	_____	_____	_____
Nathan Wilbert	✓	_____	_____	_____
Trudy Withers	✓	_____	_____	_____

WITNESS my hand and seal of the School District this 23rd day of October, 2018.



 Secretary, Board of School Directors

(SEAL)