

the Debt Service, as that phrase is defined in the Guaranty Agreement, payable in respect of its several guaranty pursuant to the Guaranty Agreement, for each Fiscal Year, as that phrase is defined in the Guaranty Agreement, in which such sums shall be payable, in its budget for that Fiscal Year; (ii) shall appropriate such amounts from its general revenues for payment of its several guaranty obligations under the Guaranty Agreement; and (iii) shall duly and punctually pay or cause to be paid from its sinking fund (hereinafter mentioned and identified) or any other of its revenues or funds the amount payable in respect of such several guaranty, at the dates and places and in the manner stated in the Guaranty Agreement, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment in respect of such several guaranty, this Township shall and does pledge, irrevocably, its full faith, credit and taxing power. This covenant shall be specifically enforceable.

For the purposes of complying with the foregoing covenant, this Township covenants that it shall budget its several portion (50%) of the amounts set forth in Exhibit "A" which is attached hereto and made part hereof, such amounts being such Debt Service on the 1996 Promissory Note for the Fiscal Years in which such amounts are payable, and shall appropriate and shall pay over to PENNVEST such amounts; Subject, however, to provisions of the Guaranty Agreement with respect to credit for certain sums that shall be available for such Debt Service, all as more fully set forth in the Guaranty Agreement.

This Township also shall covenant in the Guaranty Agreement and does hereby covenant that, to the extent sufficient money shall not be available in its then current budget at any time when payments are required under the Guaranty Agreement, and if it shall be unable to incur debt lawfully in the current year for the purpose or to issue tax anticipation notes or otherwise to satisfy its

obligations under the Guaranty Agreement, it shall include any amounts so payable by it in its budget for the next succeeding Fiscal Year and shall appropriate such amounts to the payment of such obligations and duly and punctually shall pay or shall cause to be paid its obligations incurred under the Guaranty Agreement, in the manner therein stated, according to the true intent and meaning thereof and, for such budgeting, appropriation and payment, it shall and does pledge, irrevocably, its full faith, credit and taxing power. This covenant shall be specifically enforceable.

It shall be the intent and purpose of the Guaranty Agreement that this Township shall be required to pay over to PENNVEST only that portion of such Debt Service that cannot be paid from other funds available for the purpose, as set forth in the Guaranty Agreement.

The phrase "Fiscal Year", as provided in the Guaranty Agreement and used in this Ordinance and in Exhibit "A" which is attached hereto and made part hereof, shall mean the fiscal year of this Township.

8. The maximum several guaranty obligations of this Township, with respect to the 1996 Promissory Note, as set forth in the Guaranty Agreement in the form referred to in paragraph 6, which shall be payable, if and as necessary, shall be as is set forth in Exhibit "A" which is attached hereto and made part hereof.

9. The several guaranty obligations of this Township, as set forth in paragraph 8, shall be payable from the tax and other general revenues of this Township.

10. This Township hereby creates and establishes a "sinking fund", as such phrase is defined or applied in the Act, with respect to its obligations under the Guaranty Agreement with respect to such guaranty, and CoreStates Bank,

N.A. Hometown, Pennsylvania, is hereby appointed "sinking fund depository" and "paying agent", as such phrases are defined or applied in the Act, with respect to obligations of this Township under the Guaranty Agreement with respect to such several guaranty.

11. The Chairman or Vice Chairman of the Governing Body and the Secretary, respectively, of this Township, as appropriate, are authorized and directed to prepare, to certify and to file with the Department of Community and Economic Development (the "Department") of the Commonwealth the debt statement, as such phrase is defined in the Act, required by Section 410 of the Act, in behalf of this Township.

The Chairman or Vice Chairman of the Governing Body and the Secretary, respectively, of this Township, as appropriate, are authorized and directed to prepare and to execute a borrowing base certificate for this Township to be appended to such debt statement, as required by the Act.

12. The Chairman or Vice Chairman of the Governing Body and the Secretary, respectively, of this Township, as appropriate, are authorized and directed to prepare and to file appropriate statements required by Article II of the Act that are necessary to qualify all or any portion of the lease rental debt of this Township that is subject to exclusion as self-liquidating debt for exclusion from the appropriate debt limit as self-liquidating debt.

13. The Chairman or Vice Chairman of the Governing Body and the Secretary, respectively, of this Township, as appropriate, are authorized and directed to execute, to attest and to deliver the Guaranty Agreement, in behalf of this Township, substantially in the form approved in paragraph 6; Subject, however, to applicable provisions of the Act.

14. The Chairman or Vice Chairman of the Governing Body and the Secretary, respectively, of this Township, as appropriate, are authorized and directed to make application to the Department for approval with respect to the Guaranty Agreement, as required by Section 411(b) of the Act; and, in connection with such application, this Township shall pay or shall cause to be paid to the Department the filing fee required by Section 803 of the Act, the payment of which filing fee is authorized and approved.

15. The Chairman or Vice Chairman of the Governing Body and the Secretary, respectively, of this Township, as appropriate, are authorized and directed to execute all documents and to do all other acts as may be necessary and proper to carry out the intent and purpose of this Ordinance and the undertakings of this Township under the Guaranty Agreement.

16. Reference in this Ordinance to specified officers of this Township shall include and shall be construed to include, if and as applicable, their respective successors in office.

17. This Ordinance shall become effective in accordance with provisions of Section 103 of the Act.

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

19. All ordinances or parts of ordinances that are inconsistent herewith shall be and the same expressly are repealed.