

**ORDINANCE OF THE COUNCIL OF THE
BOROUGH OF WYOMISSING, BERKS COUNTY, PENNSYLVANIA
ORDINANCE NO. 1413-2020**

AN ORDINANCE OF THE COUNCIL OF THE BOROUGH OF WYOMISSING, BERKS COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE ITS GENERAL OBLIGATION NOTE, SERIES OF 2020, IN AN AGGREGATE PRINCIPAL AMOUNT OF FIVE MILLION DOLLARS (\$5,000,000) (THE "NOTE"), PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, 53 PA C.S. CHS 80-82, AS AMENDED, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION FOR SUCH NOTE IS IN THE BEST FINANCIAL INTERESTS OF THE BOROUGH; DETERMINING THAT SUCH NOTE SHALL EVIDENCE NONELECTORAL DEBT OF THIS BOROUGH; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS TO FINANCE CERTAIN CAPITAL PROJECTS OF THE BOROUGH, INCLUDING (A) THE CONSTRUCTION, RECONSTRUCTION, RENOVATION AND REPAIR OF CERTAIN STREETS AND ROADWAYS OF THE BOROUGH, (B) CONSTRUCTION, RENOVATIONS AND REPAIR AT AND TO BOROUGH HALL AND (C) PAYING THE COSTS AND EXPENSES OF ISSUING THE NOTE; SETTING FORTH REASONABLE ESTIMATES OF THE USEFUL LIFE OF THE CAPITAL PROJECT TO BE FINANCED; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH NOTE AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH NOTE, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE BOROUGH; FIXING THE DENOMINATION, DATED DATES, INTEREST PAYMENT DATES, MATURITY DATES, INTEREST RATES, REDEMPTION PROVISIONS, MANDATORY REDEMPTION PROVISIONS (IF APPLICABLE) AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTE; AUTHORIZING SPECIFIED OFFICERS OF THE BOROUGH TO CONTRACT WITH THE PAYING AGENT; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH NOTE; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH NOTE TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE BOROUGH IN SUPPORT THEREOF; CREATING A SINKING FUND IN CONNECTION WITH SUCH NOTE, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY FOR SUCH NOTE; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH NOTE WHEN DUE; SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH NOTE; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE BOROUGH TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE NOTE, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH NOTE, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE BOROUGH, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING APPROPRIATE OFFICERS OF THE BOROUGH TO DELIVER THE NOTE UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; PROVIDING

WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INsofar AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the Borough of Wyomissing, Berks County, Pennsylvania (the "Borough"), is a Borough of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, this Borough, in contemplation of the issuance and sale of its General Obligation Note, Series of 2020, in an aggregate principal amount of Five Million Dollars (\$5,000,000) (the "Note"), to provide funds for and towards certain capital projects of the Borough described herein, has determined that the Note shall be offered for sale at a private sale by negotiation pursuant to the provisions of the Local Government Unit Debt Act of the Commonwealth, as re-enacted and amended (the "Act") and has determined that a private sale by negotiation is in the best financial interests of this Borough; and

WHEREAS, the Council of the Borough (the "Council") has determined to accept the proposal of VIST Bank, Wyomissing, Pennsylvania ("the Purchaser"), for the purchase of the Note, such sale to be conditioned upon, among other things, the receipt of approval from the Department of Community and Economic Development of the Commonwealth (the "Department") relating to the incurring of the indebtedness to be evidenced by the Note; and

WHEREAS, the Council has determined to and desires to accept the proposal of the Purchaser and to incur nonelectoral debt in the amount of Five Million Dollars (\$5,000,000) to fund certain projects (hereinafter described) of this Borough pursuant to the provisions of the Act; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Borough of Wyomissing, Berks County, Pennsylvania, in lawful session duly assembled, as follows:

Section 1. Pursuant to the provisions of this Ordinance, the Council hereby authorizes and directs the issuance of the Note in the aggregate principal amount of Five Million Dollars (\$5,000,000) to be designated generally as Borough of Wyomissing General Obligation Note, Series of 2020. The Note shall be issued and sold in accordance with the provisions of the Act by private sale by negotiation. In connection therewith, the Council hereby finds and determines that a private sale by negotiation is in the best financial interests of this Borough.

Section 2. The Council determines that the debt to be incurred pursuant to this Ordinance, and which will be evidenced by the Note, shall be nonelectoral debt of this Borough.

Section 3. A brief description of the project (the "Project") to be financed with, among other things, the proceeds of the Note is as follows: (a) the construction, reconstruction, renovation and repair of certain streets and roadways of the Borough, (b) construction, renovation and repair at and to Borough Hall, and (c) paying the costs and expenses of issuing the Note.

The realistic estimated life of the capital project financed with the proceeds of the Note is at least thirty (30) years. It is hereby certified that an aggregate principal amount of the Note at least equal to the realistic estimated cost of such capital project shall mature prior to the end of

the useful life of such project. The maturity of stated installments of principal of the Note will not be deferred beyond the later of one year after the estimated date for the completion of the construction of such projects or two years from the date of issue of the Note.

Prior to the date hereof, the Council has obtained realistic cost estimates for each of the capital projects constituting the Project from registered architects, professional engineers or other persons qualified by experience. Such cost estimates were used to determine the amount of the Note to be issued.

Section 4. Subject to the approval of the Department, as required by the provisions of the Act, the Council shall and does hereby accept, ratify and confirm the proposal of the Purchaser for the purchase of the Note in accordance with the terms and conditions of this Ordinance and the Purchaser's proposal, dated March 6, 2020 (the "Proposal"), attached hereto as Exhibit "A" and incorporated herein. The sale of the Note shall be for an aggregate purchase price of \$5,000,000, plus accrued interest, if any, from the date of the Note to the date of delivery thereof. The President or Vice President of Council is hereby authorized and directed to accept and to execute the Proposal in the name and on behalf of this Borough, and the Secretary of the Borough is hereby authorized and directed to attest to such acceptance and execution. Copies of the Proposal, as presented to this Council and accepted by this Ordinance, are incorporated herein by reference and shall be attached to this Ordinance and maintained with the minutes of this meeting. The bid security, if any, accompanying the Proposal shall be held and shall be applied as provided by the Act; provided, however, that no allowance for interest shall be made by this Borough with respect to such bid security, except as provided by the Act.

The Note, when issued, will constitute a general obligation note of this Borough.

Section 5. The proceeds of the Note shall be subject to periodic advances (as more fully described in the form Note attached as Exhibit "C"), be fully registered, without coupons, in the denomination of \$5,000,000, in substantially the form hereinafter set forth in Section 8. The Note shall be dated as of its date of issue, and shall bear interest from that date at the applicable rates per annum as set forth in the Proposal.

Section 6.

(a) Commencing on June 1, 2020, and on the 1st day of each month thereafter through May 1, 2022, the Note shall bear interest and the Borough shall pay to the Purchaser monthly payments of interest only. On May 1, 2022, the Borough shall make a final combined payment of principal and interest, which payment shall include all remaining unpaid principal, interest, and other charges due to the Purchaser. Accrued interest due on the Note in such remaining installments shall be calculated on the aggregate amount of the outstanding principal balance of the Note, from time to time, for the period next preceding any installment payment. All interest due on the Note shall be calculated on the outstanding principal balance thereof based upon a year of 360 days and the actual number of days elapsed.

(b) On May 1, 2022, the remaining principal and interest due on the Note shall be paid to the Purchasers thereof, if not prepaid earlier as provided in subsection (e) of this Section 6.

(c) The dates upon which this Borough is required to make payments of interest and principal on the Note pursuant to subsections (a) and (b) of this Section 6 are hereinafter referred to as "Payment Dates." Whenever a Payment Date shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, then payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to close with the same force and effect as if made on the Payment Date and no interest shall accrue thereon for any period after such Payment Date.

(d) A schedule of the maximum amounts of principal and interest on the Note to be paid on the Payment Date is set forth in Exhibit "B" which is attached hereto and incorporated by reference as though fully set forth herein.

(e) The principal of and interest due on the Note may be prepaid at any time without notice by the Borough, as provided in the form of Note set forth at Exhibit "C" and the Proposal.

Section 7. The appropriate officers of this Borough are hereby authorized, empowered and directed to contract with the Purchaser for its services as paying agent and sinking fund depository in accordance with the terms and conditions of the Proposal, this Ordinance and the Act (the Purchaser, in its as paying agent, sometimes referred to hereinafter as the "Paying Agent"). Payment of the principal of and interest on the Note shall be made, when due, on the Payment Dates in accordance with the provisions of the Note, at the designated offices of the Paying Agent in lawful money of the United States of America.

Section 8. The Note shall be in substantially the form set forth in Exhibit "C," with appropriate insertions, omissions and variations.

Section 9. The Note shall be executed in the name and on behalf of this Borough by the true or facsimile signature of the President of Council and the true or facsimile official seal of this Borough shall be affixed thereunto, duly attested by the true or facsimile signature of the Borough Secretary. Said officers are authorized and directed to execute and attest the Note.

Section 10. This Borough covenants to and with the registered owners from time to time of the Note that this Borough (i) shall include in its budget in each fiscal year the amount of the debt service for each fiscal year of this Borough in which such sums are payable, (ii) shall appropriate from its general revenues in each such fiscal year the amount required to pay debt service on the Note for such year, and (iii) shall duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal amount of the Note and the interest due thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, this Borough shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in Section 8104 of the Act, the foregoing covenant of this Borough shall be enforceable specifically.

Section 11. This Borough hereby covenants to create and there is hereby created, pursuant to Section 8221 of the Act, a sinking fund for the Note, to be known as "Sinking Fund – General Obligation Note, Series of 2020" (the "Sinking Fund"), which sinking fund shall be

established with the Paying Agent and administered in accordance with applicable provisions of the Act and this Ordinance.

Section 12. The Purchaser shall be the "sinking fund depository" with respect to the Sinking Fund, created pursuant to Section 11. This Borough covenants and agrees to deposit in the Sinking Fund, on or before the Payment Date, an amount which shall be sufficient to permit the Paying Agent to pay on the Payment Date all principal and accrued interest becoming due with respect to the Note. After such deposit, the Paying Agent shall, without further authorization or direction from the Borough or any of its officials, on the Payment Date, with respect to the payment of principal and interest on the Note, withdraw moneys from the Sinking Fund and apply such moneys to the prompt and full payment of such obligation in accordance with the terms thereof, the terms and conditions of this Ordinance and the provisions of the Act.

The Note shall be transferable or exchangeable by the registered owner thereof upon surrender thereof to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of the Note in the registration books of this Borough maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees a new fully registered Note of the same maturity for the aggregate amount which the transferee or transferees are entitled to receive at the earliest practicable time.

This Borough and the Paying Agent may deem and treat the persons in whose names the Note shall be registered on the registration books of this Borough maintained by the Paying Agent as the absolute owners thereof for all purposes, whether such Note shall be overdue or not, and payment of the principal of and/or interest on the Note shall be made only to or upon the order of the registered owners thereof or their legal representatives, but such registration may be changed, as herein and in the Note provided. All such payments shall be valid and effectual to satisfy in full and discharge the liability of this Borough upon the Note so paid, to the extent of the sum or sums so paid, and neither this Borough nor the Paying Agent shall be affected by any notice to the contrary.

This Borough shall cause to be kept, and the Paying Agent shall keep, at the principal corporate trust office of the Paying Agent, books for the registration, exchange and transfer of Note in the manner provided herein and therein so long as the Note shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to Noteholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

Section 13. The appropriate officials of the Borough, and, if applicable, their duly qualified respective successors, are hereby authorized and directed, in the name and on behalf of the Borough: (a) to prepare, execute and certify the debt statement and borrowing base certificate required by the Act; (b) to prepare, execute and file with the Department, as required by Section 8111 of the Act, a duly attested copy of this Ordinance, with proofs of proper publication, the accepted Proposal of the Purchaser and a complete and accurate transcript of the proceedings relating to the incurring of the debt to be evidenced by the Note, including the debt statement and borrowing base certificate; (c) to prepare and file, or cause to be filed, all documents, certificates, and instruments necessary to cause all or a portion of the debt evidenced by the Note to be

excluded as self-liquidating; (d) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; (e) to pay or cause to be paid from proceeds of the Note or otherwise, all costs and expenses incurred by the Borough in connection with the issuance of the Note; (f) to advertise the adoption of this Ordinance, as required by the Act; and (g) to take any and all other action, and to execute and deliver any and all documents and other instruments, required or permitted by the Act or by the Proposal of the Purchaser, or which they, in their sole discretion, may deem necessary, proper or desirable to effect the issuance of the Note, to the extent not inconsistent with this Ordinance or applicable law.

Section 14. It is hereby declared that the debt to be evidenced by the Note, together with all other indebtedness of this Borough, is not in excess of any applicable limitation imposed by the Act upon the incurring of debt by this Borough.

Section 15. The appropriate officers of this Borough are hereby authorized and directed to deliver the Note to the Purchaser upon due registration thereof as provided for herein, and upon receipt of full and proper payment of the purchase price therefor, provided, however, that such delivery shall be effected only after the Department has certified its approval pursuant to Section 8204 of the Act.

Section 16. The Borough hereby ratifies and confirms its appointment of Georgeadis Setley, Wyomissing, Pennsylvania, as Bond Counsel in connection with the issuance of the Note.

Section 17. 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 Borough that the remainder of this Ordinance shall remain in full force and effect.

Section 18. All Ordinances or parts of Ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

Section 19. This Ordinance shall be effective in accordance with Section 8003 of the Act.

[Signatures appear on following page.]

DULY RESOLVED, THIS 14th DAY OF APRIL, 2020, BY THE COUNCIL OF THE BOROUGH OF WYOMISSING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

**BOROUGH OF WYOMISSING
BERKS COUNTY, PENNSYLVANIA**

BY: _____
PRESIDENT, COUNCIL OF THE BOROUGH

ATTEST: _____
BOROUGH SECRETARY

Approved: _____
Mayor

EXHIBIT "A"

PROPOSAL

March 6, 2020

Phyllis D. Smith
Business Manager
Borough of Wyomissing
22 Reading Blvd
Wyomissing PA 19610

Dear Mr. Name:

I am pleased to advise you that Tompkins VIST Bank ("Bank") has approved the following credit facility for Borough of Wyomissing ("Borrower") per the terms and conditions outlined below.

Borrower

Borrower of Wyomissing

Loan Type

Non Revolving Line of Credit

Loan Amount

\$5,000,000.

Loan Purpose

Road projects and building renovations.

Term

24 months.

Repayment Schedule

Interest only monthly; principal due on demand or at maturity.

Interest Rate

3.65% fixed for the term of this loan.

Origination Fee

None.

Guarantor

None

Collateral

1. Pledge of the Borough's Taxing Authority

Financial Covenants

None.

Conditions

1. Annual CPA prepared audited financial statements of Borrower within 15 days of filing.
2. Borrower agrees to pay for Attorney prepared documents. (not to exceed \$5,000)
3. No Material litigation Certificate of the Borough and Solicitor Opinion.
4. Borrower agrees to maintain their primary deposit accounts at VIST Bank from which all monthly loan payments will be automatically deducted.
5. Evidence of PA Department of Community and Economic Development approval of the loan delivered to the Bank.

Prepayment Penalty

None.

The Bank's obligation to lend is conditional upon preparation, execution and delivery of loan documentation in form and substance satisfactory to the Bank and the Bank's counsel but not limited to the terms set forth in this outline. Furthermore, this commitment to lend is explicitly subject to the following: favorable resolution of all legal issues to the satisfaction of the Bank; the truth and accuracy of all statements and representations by the Borrower at any time to the Bank; no material adverse changes in the condition, finances or value of the Borrower, or Guarantor; and full compliance with all laws, regulations and guidelines governing the Borrower.

This commitment to lend will expire if not accepted by the Borrower and Guarantor within ten (10) days from the date hereof. If the commitment is accepted, settlement of the loan transactions must occur within sixty (60) days from the date hereof; otherwise, the Bank will be under no obligation to grant this loan or any other extension of credit to Borrower. If the terms of this commitment are acceptable to the Borrower, an authorized representative of the Borrower and all Guarantors shall execute the enclosed copy this letter in the space(s) provided below and return the executed copy along with one-half of the origination fee to the Bank by the close of business on March 16, 2020. The origination fee is compensation for our commitment to lend and is non-refundable. It does not include the Bank's costs for legal, documentation, collateral appraisal, environmental assessments or other expenses incurred by the Bank in the preparation for closing of this loan. Borrower agrees to pay for these expenses separately before or at closing.

Sincerely,

Peter G. Rowley

Vice President

AGREED & ACCEPTED:

BORROWER:

Phyllis D. Smith, Business Manager
Borough of Wyomissing

EXHIBIT "B"

MAXIMUM DEBT SERVICE SCHEDULE

EXHIBIT "C"

FORM OF NOTE

**BOROUGH OF WYOMISSING,
BERKS COUNTY, PENNSYLVANIA**

**GENERAL OBLIGATION NOTE
SERIES OF 2020**

Dated: May __, 2020

\$5,000,000.00

KNOW ALL MEN BY THESE PRESENTS THAT THE BOROUGH OF WYOMISSING, BERKS COUNTY, PENNSYLVANIA (the "Borough"), a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth") promises to pay to the order of VIST BANK (the "Bank"), or its registered assigns, the principal sum of Five Million Dollars (\$5,000,000.00), or such lesser particular sum as shall represent the unpaid balance of such principal sum, and to pay interest on the principal sum hereof advanced to the Borough, which, from time to time, shall be outstanding and shall remain unpaid, until the principal sum hereof fully shall have been paid. This Note shall bear interest at a fixed rate of three and sixty five hundredths percent (3.65%) from the date hereof through and including May 1, 2022. Commencing on June 1, 2020, and on the first day of each month thereafter through May 1, 2022, the Borough shall pay the Bank payments of interest only. On May 1, 2022, the Borough shall pay to the Bank a final combined principal and interest payment which shall include the entire outstanding principal balance of the Note at the interest rate per annum set forth above, together with all other charges and sums due hereunder. All interest due on this Note shall be calculated on the outstanding principal balance thereof based upon a year of 360 days and twelve 30 day months.

From the date hereof through May 1, 2022, the Borough may use the commitment described above by borrowing from time to time up to an amount not to exceed \$5,000,000. The Borough shall notify the Bank in writing of each proposed borrowing under this Note not later than 12:00 p.m., Wyomissing, Pennsylvania, time on the date of such proposed borrowing. Each such borrowing shall be in integral multiples of \$1,000.00. The Borough authorizes and directs the Bank to disburse the proceeds of each such borrowing as directed by the Borough. Any advances shall be conclusively presumed to have been made to and for the benefit and at the request of the Borough when made in accordance with the written instructions of the Borough and in accordance with this Note.

Whenever the due date for payment of the principal of or interest due on this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to close, then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to close, with the same force and effect as if made on the due date for payment of principal or interest, and no interest shall accrue thereon for any period after such due date.

This Note is issued under and pursuant to provisions of the Ordinance enacted by the Council of the Borough on April 14, 2020 (the "Ordinance") and is authorized to be issued under the Local Government Unit Debt Act of the Commonwealth, as re-enacted and amended (the "Act"), without the assent of electors. The Note is subject to provisions and is entitled to benefit of the Ordinance. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

This Note may be prepaid, at any time without notice to the Bank, without penalty, by the Borough prior to maturity, at the option of the Borough, as a whole, upon payment of 100% of the outstanding principal balance thereof, together with accrued interest. The Borough may, at its option, from time to time, prepay any part of the outstanding principal balance of this Note by payment of the amount selected for such prepayment, together with accrued interest on the amount selected for such prepayment, to the prepayment date. Any partial prepayment of principal may be credited against such stated installments of principal on this Note as the Borough may designate in writing to the Purchaser at the time of prepayment; otherwise, a partial prepayment shall be applied in the inverse order of maturity and shall not postpone or reduce any regularly scheduled payment of principal and interest.

All payments of principal or interest due hereunder shall be payable to VIST Bank, Wyomissing, Pennsylvania, as paying agent (the "Paying Agent"), at the bank branch office located at 1240 Broadcasting Road, P.O. Box 6219, Wyomissing, Pennsylvania 19610, in lawful money of the United States of America in immediately available funds which, at the time of payment, shall be legal tender for the payment of all debts, public and private.

The Borough has covenanted in the Ordinance, to and with the registered owner(s) hereof, that it: (i) shall include the amount of the debt service for the Note, for each fiscal year of the Borough in which such amounts are payable, in its budget for that fiscal year; (ii) that it shall appropriate such amounts from its general revenues for the payment of such debt service in each such fiscal year; and (iii) that it shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal amount of the Note and the interest due thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof and for such budgeting, appropriation and payment the Borough has pledged, irrevocably, its full-faith, credit and taxing power. In the Ordinance, the Borough has covenanted to and with the registered owner(s) of this Note that it will make no use of the proceeds of the Note, or do or suffer any other action, which, if such use or action had been reasonably expected on the date of issuance of this Note, would cause this Note to be "arbitrage bonds" as such term is defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder. The Borough has further covenanted that it will comply with the requirements of such Section 148 and with the regulations thereunder throughout the term of this Note.

This Note does not pledge the credit or taxing power of the Commonwealth; nor shall this Note be deemed an obligation of the Commonwealth; nor shall the Commonwealth be liable for payment of the principal of or interest on this Note.

This Note is transferable by the registered owner hereof, but only upon surrender of this Note to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Borough and the Paying Agent, duly executed by the registered owner of this Note or its attorney-in-fact or legal representative, for registration of transfer. Upon surrender, the Paying Agent shall enter any transfer of ownership of this Note in the registration books maintained for the purpose and shall deliver this Note to the transferee with notation of such registration written hereon. The Borough and the Paying Agent shall deem and treat the registered owner(s) hereof as the absolute owner(s) hereof (whether or not this Note shall be overdue) for the purposes of receiving payment of on account of principal hereof and interest due hereon and for all other purposes, and the Borough and the Paying Agent shall not be affected by any notice to the contrary.

So long as the Bank is the registered owner of this Note, the Borough shall (a) maintain its primary depository relationship with the Bank, and (b) submit its annual audited financial statements to the Bank on an annual basis within 15 days of the Borough's receipt and acceptance of the final audit.

The Bank shall have the right to exercise the remedies set forth in the Act. Any failure by the Bank to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

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

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth for the Borough to issue and deliver this Note has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth to exist, to have happened or to have been performed, precedent to or in connection with the issuance of this Note or in the creation of the debt of which this Note is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Note, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth; that the Borough has established with the Paying Agent, as sinking fund depository, a sinking fund for this Note and shall deposit therein amounts sufficient to pay the principal of and interest on this Note as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Note, the full faith, credit and taxing power of the Borough are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Borough of Wyomissing, Berks County, Pennsylvania has caused this Note to be executed in its name and in its behalf by its President of Council of the Borough and its official seal to be affixed hereto, duly attested by its Borough Secretary, all as of the ___ day of May, 2020.

**BOROUGH OF WYOMISSING,
BERKS COUNTY, PENNSYLVANIA**

By: _____
President of Council

Attest: _____
Borough Secretary
(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED,

hereby sells, assigns and transfers unto:

_____ (the "Transferee")
Name

Address

Social Security or Federal Employer Identification No. _____ the within Note and all rights thereunder and hereby irrevocably constitutes and appoints as attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

NOTICE: No transfer will be issued in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee should be supplied.

REGISTRATION RECORD

NOTHING TO BE WRITTEN HERE EXCEPT BY A DULY AUTHORIZED REPRESENTATIVE OF, ACTING AS REGISTRAR, ON BEHALF OF THE BOROUGH OF WYOMISSING, BERKS COUNTY, PENNSYLVANIA

Date of Registry	Name of Registered Owner	Registrar (Authorized Representative)
May ____, 2020	VIST Bank	
