COUNTY OF BUCKS
Commonwealth of Pennsylvania

ORDINANCE NO. 103
ENACTED: June 21, 2000

TO AUTHORIZE AND DIRECT THE INCURRING OF LEASE RENTAL DEBT BY THE COUNTY OF BUCKS FOR THE PURPOSE OF PROVIDING A GUARANTY OF THE TIMELY PAYMENT OF INTEREST ON, AND PRINCIPAL OF, THE GUARANTEED PROJECT REFUNDING NOTES, SERIES B OF 2000 TO BE ISSUED BY THE FEDERAL LANDS REUSE AUTHORITY OF BUCKS COUNTY (THE "NOTES") AS PERMITTED BY SECTIONS 401 AND 1101 OF THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA APPROVED APRIL 28, 1978, ACT NO. 52, AS AMENDED AND SUPPLEMENTED; DETERMINING THAT SAID NOTES SHALL BE SOLD AT PRIVATE SALE; DETERMINING THAT SUCH DEBT SHALL BE LEASE RENTAL DEBT OF THE COUNTY; ACCEPTING A BID FOR PURCHASE OF SAID NOTES AT PRIVATE SALE AND AWARDING SAID NOTES AND SETTING FORTH RELATED PROVISIONS; PLEDGING THE COUNTY'S FULL FAITH, CREDIT AND TAXING POWER; FIXING THE SUBSTANTIAL FORM, DENOMINATIONS, DATE, MATURITY DATES, INTEREST RATES, INTEREST PAYMENT DATES, REGISTRATION PROVISIONS, PLACE OF PAYMENT OF PRINCIPAL AND INTEREST AND REDEMPTION PROVISIONS OF SAID NOTES, AS WELL AS THE FORM OF PAYING AGENT'S CERTIFICATE AND FORM OF ASSIGNMENT AND TRANSFER; AUTHORIZING EXECUTION, ATTESTATION AND AUTHENTICATION OF SAID NOTES; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SAID NOTES; CREATING A SINKING FUND IN CONNECTION WITH SAID NOTES; APPOINTING A PAYING AGENT, REGISTRAR AND A SINKING FUND DEPOSITORY; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT OF ALL OBLIGATIONS OF SAID NOTES WHEN DUE; AUTHORIZING AND DIRECTING APPROPRIATE AND SPECIFIED OFFICERS OF THE COUNTY TO PREPARE, EXECUTE, VERIFY AND FILE, AS APPROPRIATE, THE DEBT STATEMENT, THE BORROWING BASE CERTIFICATE TO BE APPENDED TO THE DEBT STATEMENT, AND OTHER APPROPRIATE DOCUMENTS REQUIRED BY SUCH ACT; AUTHORIZING AND DIRECTING APPROPRIATE OFFICERS OF THE COUNTY TO DO AND PERFORM CERTAIN OTHER SPECIFIED, REQUIRED OR APPROPRIATE ACTS AND THINGS; SETTING FORTH THAT SAID NOTES HAVE BEEN SOLD AT PRIVATE SALE; DECLARING THAT THE LEASE RENTAL DEBT TO BE INCURRED IS WITHIN THE LIMITATION IMPOSED BY SUCH ACT UPON THE INCURRING OF SUCH DEBT BY THE COUNTY; PROVIDING FOR THE COUNTY'S COVENANTS AS TO CERTAIN FEDERAL TAX MATTERS; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INSO FAR AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the County of Bucks, Pennsylvania (the "County"), is a Second Class A County existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth") and is a Local Government Unit, as defined in the Local Government Unit Debt Act, Act No. 52 of 1978, approved April 28, 1978, as amended and supplemented, of the Commonwealth (the "Act"); and
WHEREAS, the Board of County Commissioners of the County (the “Commissioners”) have determined to incur lease rental debt in the aggregate principal amount of $1,625,000 represented by the guaranty by the County of the timely payment by the Federal Lands Reuse Authority of Bucks County (the “Authority”) of interest on, and principal of, the Authority’s Guaranteed Project Refunding Notes, Series B of 2000 (the “Notes”), which shall be dated July 1, 2000, in accordance with provisions of the Act, for the purpose of providing funds to be used, together with interest to be earned thereon, for and toward (1) the refunding of the Authority’s Guaranteed Project Notes, Series A of 2000 (the “Prior Notes”) and (2) payment of the costs and expenses of issuance of the Notes; and

WHEREAS, the Commissioners have determined that a private sale by negotiation of the Notes is in the best financial interest of the County; and

WHEREAS, the firm of Commerce Capital Markets, Inc., acting as placement agent (the “Placement Agent”) has submitted a proposal for the placement of the Notes at private sale (the “Placement Agreement”); and

WHEREAS, the Commissioners desire to accept the Placement Agreement of the Placement Agent, substantially in the form presented, and to incur lease rental debt in the aggregate principal amount of $1,625,000, pursuant to provisions of the Act;

WHEREAS, the Commissioners determine that it is necessary and desirable to appoint Summit Bank, as sinking fund depository, and as registrar and paying agent for the Notes (the “Paying Agent”); and

WHEREAS, the Commissioners determine that it is necessary and desirable for the County to execute and deliver a Guaranty Agreement dated as of July 1, 2000 (the “Guaranty Agreement”) to evidence the County’s guaranty of the Notes.

NOW, THEREFORE, BE IT ENACTED by the Commissioners of the County, as follows:

ARTICLE I

DEFINITIONS, INTERPRETATIONS, PRELIMINARY MATTERS, LEGAL AUTHORITY AND PROCEEDINGS UNDER ACT

Section 1.01. Terms Defined in the Recitals. In this Ordinance, except as otherwise expressly provided or unless the context clearly otherwise requires, the singular includes the plural, the masculine includes the feminine, all definitions and references to documents include all amendments or supplements thereto, all definitions of entities or persons include its or their respective successors and assigns and the following terms shall have the meanings specified in the foregoing recitals:

Act
Authority
Commissioners
Commonwealth
County
Guaranty Agreement
Notes
Placement Agent
Placement Agreement
Project
Paying Agent

Section 1.02. Other Definitions. For all purposes of this Ordinance and all Supplemental Ordinances hereafter enacted, except as otherwise expressly provided or unless the context clearly otherwise requires, the terms defined in this Section have the following meanings:

“Accountant” means such independent certified public accountant or accounting firm as shall at the time be employed by the County for the purpose of performing the functions
and duties of the independent certified public accountant under this Ordinance or any Supplemental Ordinances.

“Annual Budget” means the written statement of the anticipated annual receipts and expenses of the County for each Fiscal Year approved by the Commissioners as provided in Section 6.04, or as amended and supplemented with like approval.

“Authorized Officer” means with respect to the County such officers of the County as may from time to time be designated by a Certified Resolution, a copy of which is filed with the Paying Agent.

“Certified Resolution” means a copy of one or more resolutions certified by the Chief Clerk, under the County’s seal, to have been duly adopted by the Commissioners and to be in effect on the date of such certification.

“Chief Clerk” shall mean the County Administrator/Chief Clerk of the Board of County Commissioners.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor legislation. References to any sections of the Code shall be deemed to refer to the comparable sections of any such successor legislation.

“Cost or Costs” in connection with any project means all expenses which are properly chargeable thereto under sound accounting practice or which are incidental to the financing and construction or acquisition of such project, including, without limiting the generality of the foregoing:

A. amounts payable to contractors and costs incident to the award of contracts:

B. cost of labor, facilities and services furnished by the County and its employees or others, materials and supplies purchased by the County or others, and permits and licenses obtained by the County;

C. engineering fees and expenses for survey, design, inspection, supervision and other duties required for proper construction of a project;

D. premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

E. interest during construction of a project and for the period after construction permitted by the Act;

F. administrative expenses of the County (including compensation and expenses of the Paying Agent) during construction and for a reasonable period after construction of a project.

G. printing, legal, accounting and other professional and advisory fees and expenses and other expenses of financing;

H. costs, fees, expenses, carrying costs and maintenance costs in connection with the acquisition of real property or rights therein;

I. cost of machinery and equipment necessary for the completion and proper operation of the project or property in question; and

J. amounts required to repay temporary or bond, anticipation loans made to finance the costs of any project.

In the case of projects for refunding or redeeming any Notes, “Cost” includes, without limiting the generality of the foregoing, the items listed above as applicable, advertising and other expenses related to the redemption of the Notes to be redeemed, the redemption price
of such Notes and the accrued interest payable on redemption to the extent not otherwise provided for. Whenever Costs are to be paid hereunder, payment may be made to reimburse the County or other person or entity which has paid the same.

"Debt Service Requirements" means, with respect to any period, the amounts required in said period to pay, or to be set aside or deposited in the Sinking Fund for the payment of the principal of or interest on Notes, excepting amounts set aside out of proceeds of Notes for payment of interest. For the purpose of ascertaining aggregate Debt Service Requirements, interest shall be computed to mandatory redemption dates to the extent that Notes are required to be redeemed by mandatory redemption provisions, otherwise computed to stated maturity dates.

"Fiscal Year" means a period of 12 consecutive months ending the last day of December of each year.

"Government Obligations" means direct obligations of the United States of America, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or an agency or instrumentality thereof.

"Officer’s Certificate" means a certificate or statement signed by an Authorized Officer.

"Outstanding", when used with reference to Notes, shall mean, at any date as of which the amount of Outstanding Notes is to be determined, the aggregate of all Notes theretofore and thereupon being authenticated and delivered, except:

(i) Notes cancelled at or prior to such date;

(ii) Notes for the payment of which cash shall have been theretofore deposited with the Paying Agent and which shall have matured by their terms, but shall not have been surrendered for payment;

(iii) Notes for the payment or redemption of which funds sufficient to pay all principal, interest and premium, if any, to the date of maturity or date fixed for redemption shall have been theretofore deposited with the Paying Agent, provided, in the case of redemption, that notice thereof has been published as required by this Ordinance or irrevocable instructions given to the Paying Agent to publish such notice; and

(iv) Notes which are no longer deemed to be outstanding in accordance with the provisions of Section 1110(b) of the Act.

"Paying Agent" means Summit Bank, in its capacity as paying agent and sinking fund depositary under this Ordinance and its successors.

"Permitted Investments" means investments permitted to be made by the County of its funds under the laws of the Commonwealth of Pennsylvania.

"Registrar" means the Paying Agent who is also acting as bond registrar with respect to the Notes.

"Ordinance" means this instrument and, unless the context indicates otherwise, all Supplemental Ordinances.

"Sinking Fund" means the separate fund created by Section 3.01.

"Supplemental Ordinance" means an ordinance supplemental to this Ordinance executed for the purpose of amendments or modifications pursuant to Section 6.02.

All references in this Ordinance to designated "Articles", "Sections" and other subdivisions of this Ordinance are to the designated Articles, Sections or other subdivisions of this instrument as originally enacted. The words "herein", "hereof" and "hereunder", and other words of similar import, refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision unless otherwise specified.
Section 1.03. **Legal Authority.** This Ordinance is enacted pursuant to the Act and the Second Class A County Code of the Commonwealth, and the Commissioners, on behalf of the County, hereby determines and states that each and every matter and thing provided for herein is necessary and desirable to carry out and effectuate the public purposes of the County in accordance with such laws. All of the mandatory provisions of the Act shall apply hereunder whether or not expressly stated herein.

Section 1.04. **Ordinance To Constitute Contract.** In consideration of the purchase and acceptance of the Notes authorized to be issued hereunder by those who shall purchase the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the County and the holders of all such Notes; and the covenants and agreements herein set forth to be performed on behalf of the County shall be for the benefit, protection and security of holders of all such Notes, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank, without preference, priority or distinction of any such Note over any other thereof.

Section 1.05. **Increase in Indebtedness.** The gross lease rental indebtedness of the County shall be increased in the aggregate amount of $1,625,000 for the purpose of providing funds for the Projects hereinafter described. Such lease rental indebtedness shall be evidenced by $1,625,000 principal amount of the Notes.

Section 1.06. **Debt Statement and Other Proceedings Authorizing Notes.** The Chief Clerk is hereby authorized and directed to execute and file the debt statement and borrowing base certificate required by the Act and to apply to the Department of Community and Economic Development for approval of the proceedings authorizing the issuance of the Notes, and to execute and file with said Department any and all documents required to be submitted as part of said application for approval.

Section 1.07. **Covenant as to Debt Service.** The County hereby covenants with the holders from time to time of the Outstanding Notes: (a) that the County will include in its Annual Budget for the Fiscal Years ending December 31, 2000 and December 31, 2001, the amounts of the debt service on the Outstanding Notes; (b) should the County be required to perform under the Guaranty, that the County will appropriate to and deposit in the Sinking Fund hereinafter established, from its general revenues, such amounts for the payment of such debt service; and (c) should the County be required to perform under the Guaranty, that the County will duly and punctually pay out of the Sinking Fund and, to the extent necessary, out of its general revenues so deposited, the principal of every Note and the interest thereon on the dates, at the places and in the manner stated in the Notes, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment, the County hereby pledges its full faith, credit and taxing power. The covenant contained herein shall be specifically enforceable.

Section 1.08. **Taxes Not Assumed.** The County does not assume the payment of any taxes with respect to the Notes.

Section 1.09. **Useful Life.** The realistic useful life, as measured from the date of issuance of the Notes for the Project financed hereby is at least six months.

**ARTICLE II**

**CONCERNING THE NOTES - TERMS OF THE NOTES**

Section 2.01. **Authorization of Notes - Form of the Notes.** The County hereby approves the issuance by the Authority of the Notes in an aggregate principal amount not to exceed $1,625,000. The Notes shall be in substantially the form contained in Exhibit A attached to this Ordinance and made a part hereof.

Section 2.02. **Finding As To Private Negotiated Sale and Sale of the Notes to the Purchaser.** As required by Section 701 of the Act, the Commissioners hereby find, determine and declare that it is in the best financial interests of the County that the Authority sell the Notes at private negotiated sale.
Authorized Officers of the County are authorized and directed to execute the Placement Agreement. The Placement Memorandum dated June 21, 2000 in the form presented is hereby approved, distribution thereof is hereby ratified insofar as it relates to the County.

Section 2.03. Maturities and Other Terms of the Notes. The Notes shall be in denominations of $100,000 or any integral multiple thereof, shall be dated as of July 1, 2000, and shall not be subject to purchase or redemption prior to maturity. The Notes shall bear interest at the annual rate of 5.00% and shall mature on January 15, 2001.

Section 2.04. Authentication and Delivery of the Notes. The Authority shall execute and deliver the Notes to the Paying Agent for authentication, and thereupon, the Paying Agent shall authenticate said Notes and deliver them to or upon the order of the Authority, but only upon receipt by the Authority of the proceeds of sale of the Notes and of the following:

(a) A certified copy of this Ordinance;

(b) A certificate of the Pennsylvania Department of Community and Economic Development issued pursuant to the Act approving the incurrence of the debt of the County evidenced by the Notes; and

(c) An opinion of bond counsel approving the validity of the Notes and of the Guaranty.

ARTICLE III

SINKING FUND

Section 3.01. Creation of Sinking Fund. The County covenants that, should the County be required to perform under the Guaranty, there shall be and there is hereby established and that it shall hereafter maintain a sinking fund for the Notes, designated as “Federal Lands Reuse Authority Guaranteed Project Refunding Notes, Series B of 2000 Sinking Fund” (the “Sinking Fund”), to be held by the Paying Agent (or such substitute or successor Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the County, but subject to withdrawal only in accordance with the provisions of this Ordinance. The Sinking Fund shall be held and maintained for the equal and proportionate benefit and security of the holders of Outstanding Notes.

The moneys and investments from time to time on deposit in the Sinking Fund shall, without further action or filing, be subject to a perfected security interest, lien and charge in favor of the holders and registered owners of the Notes until disbursed as hereinafter provided.

Section 3.02. Deposits to Sinking Fund - Payment of Notes. Promptly upon receipt by the County of a demand by the Paying Agent for the County to perform under the Guaranty, the County covenants and agrees to deposit in the Sinking Fund, the amount, in immediately available funds, necessary to provide sufficient funds in the Sinking Fund to make all payments of the principal of and interest on all such Notes which were not timely paid by the Authority. The Paying Agent, without further action of the County, is hereby authorized and directed to pay from the Sinking Fund, the principal of and interest on the Notes, and the County hereby covenants that such moneys, to the extent required, will be applied to such purpose, as and when the same shall become due and payable.

The Sinking Fund deposits required to meet the principal and interest payments on the Notes shall be those necessary to pay such principal and interest on the payment dates.

Section 3.03. Surplus Moneys. Moneys in the Sinking Fund which are not required for the payment of any past or current Debt Service Requirements of the Notes may be used as a credit against future Sinking Fund deposits or for any lawful purpose and, to the extent not used as a credit, may be transferred to the general funds of the County at the written request of the County. Nothing herein shall prevent the County from applying surplus moneys in the Sinking Fund to the redemption or purchase of Notes.

Section 3.04. Investment of Sinking Fund. Pending application to the purposes for which the Sinking Fund is established, any Authorized Officer is authorized and directed to
cause or to instruct the Sinking Fund depository in writing to cause the moneys in such fund to be
invested in Permitted Investments or deposited and insured or secured as may be permitted by the
Act and other applicable law. All income received on deposits or investments of moneys in the
Sinking Fund shall be deposited therein and shall be credited against the deposits next required to
be made into such Fund under Section 3.02 or otherwise applied as set forth in Section 3.03.

The County covenants that it will not invest or authorize the Paying Agent to
invest any of the proceeds of the Notes or any other funds in any investments which would have
caused such Notes to be "arbitrage notes" as such term is defined in Section 103(b)(2) and
Section 148 of the Code and the regulations issued thereunder and the County further covenants
to comply and to cause the Paying Agent to comply with said Sections 103 and 148 and
applicable regulations throughout the term of all Notes.

Section 3.05. Retirement of All Notes. In the event that the County shall desire
to redeem and pay all outstanding Notes, and the moneys in the Sinking Fund, together with
other available funds, are sufficient to effect such redemption or payment, including in addition
to principal and interest, redemption premium, cost of redemption and proper charges and
expenses of the Paying Agent, the Sinking Fund may be discontinued and the money therein
applied toward such redemption or payment.

ARTICLE IV
[RESERVED]

ARTICLE V

PARTICULAR COVENANTS OF THE COUNTY

Section 5.01. Payment of Notes. The County covenants that it will promptly pay
the principal of and interest on every Note issued and to be issued hereunder and secured hereby
at the place and on the dates and in the manner specified herein and in said Notes according to
the true intent and meaning thereof.

Section 5.02. Further Action. The County covenants that it will, from time to
time, execute and deliver such further instruments and take such further action as may be
reasonable and as may be required to carry out the purpose of this Ordinance.

Section 5.03. Covenant To Budget, Appropriate and Pay. The County hereby
covenants with the registered owners or holders from time to time of the Notes:

(a) that the County will include in its budget for each year commencing with
the Fiscal Years ending December 31, 2000 and December 31, 2001, the amount, if any,
of the debt service on the Notes which will be payable in each such Fiscal Year so long as
the Notes shall remain outstanding; and

(b) that the County shall appropriate such amounts to the payment of such
debt service, and shall duly and punctually pay or cause to be paid from the Sinking Fund
the principal of the Notes and the interest thereon on the dates and at the place and in the
manner stated in the Notes according to the true intent and meaning thereof, and for such
budgeting, appropriation and payment the County hereby pledges its full faith, credit and
taxing power. The covenant contained herein shall be specifically enforceable.

Section 5.04. Accounts and Audits. The County shall at all times maintain an
accurate system of accounts and keep proper books of record and account relating to the revenues
and expenses of the County. The County shall cause such accounts and records to be audited
annually by an Accountant, and not later than one hundred eighty (180) days after the close of
each Fiscal Year, shall furnish copies of such reports to the Paying Agent and, upon written
request, to any bondholder. The Accountant shall report among other things upon the
maintenance of the Sinking Fund as required by Article IV, and the investment and securing of
moneys as required by Section 1004 of the Act.
Section 5.05. **Tax Covenant.** The County covenants with the registered owners of the Notes that it will take no action to cause the proceeds of the Notes to be used directly or indirectly to acquire securities, obligations, or other investment type property, the acquisition of which would cause the Notes to be "arbitrage bonds" as defined in Section 103(b)(2) and Section 148 of the Code, or any similar statutory provision or any rule or regulation promulgated thereunder, such that the interest on the Notes would no longer exempt from Federal income tax and (ii) it will comply with any applicable requirement of the Code to the extent required to maintain the exemption from Federal income taxation of the interest payable on the Notes under Section 103(a) of the Code.

Section 5.06. **Record Keeping and Rebate Covenant.** In furtherance of the County’s covenant set forth in Section 5.05 hereof, the County shall, unless advised by bond counsel to the contrary,

(a) keep, or cause to be kept, accurate records of each investment it makes in "investment property"; if any, acquired directly or indirectly with "gross proceeds" of the Notes and each "expenditure" it makes with the "gross proceeds" of the Notes. Such records shall include the purchase date or allocation date, purchase price (including any "constructive payments"), nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively received on disposition (including any "disposition receipt" or "installment date receipt", disposition date and evidence of the fair market value of such property on the purchase date or disposition date) for each item of such "investment property"; and

(b) retain such records until six (6) years after the date the last Note is discharged.

**ARTICLE VI**

**MISCELLANEOUS**

Section 6.01. **Default.** If the County shall fail to pay the principal of or interest on any Note when due under the Notes, the registered owners of the Notes shall be entitled to all of the rights and remedies provided by the Act in the event of such default.

Section 6.02. **Amendments.** The County may, from time to time and at any time, adopt a Supplemental Ordinance (a) to cure any ambiguity, or formal defect or omission in the Ordinance or in any Supplemental Ordinance, or (b) to grant to and confer upon the holders of the Notes any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon the holders of the Notes. The Ordinance may also be amended or modified from time to time for any other purpose, except with respect to the principal and interest payable upon the Notes, or with respect to the dates of maturity or redemption provision of the Notes, or with respect to this Section 6.02 by a Supplemental Ordinance adopted by the County, a certified copy of which shall be filed with the Paying Agent, with the written approval of the owners or holders of not less than 67% in principal amount of the Notes outstanding, other than Notes provision for the payment or redemption of which shall have been made on or before the effective date of such Supplemental Ordinance. Within the meaning of this Section 6.02, provision for the redemption of Notes shall have been made if the Notes are no longer deemed to be outstanding under Section 1110(b) of the Act.

Section 6.03. **Guaranty; Other Action.** The Commissioners are hereby authorized to execute and deliver the Guaranty in form substantially as that contained in Exhibit B attached to and made a part of this Ordinance and the proper officers of the County are authorized to take such other action as may be necessary or proper to effect the issuance of the Notes or otherwise to comply with the Act or the Ordinance.

Section 6.04. **Deposit of Funds for Payment of Notes.** Should the County be required to perform under the Guaranty, when the principal of, premium, if any, and interest on the Notes secured hereby shall have been fully paid or retired by redemption or otherwise, or if
and when provision for such payment or retirement shall have been duly made (a) by deposit with the Paying Agent of (i) cash in an amount sufficient to pay in full the principal of, and interest on the Notes, and all other sums payable hereunder by the County, (ii) noncallable Government Obligations, or time deposits or certificates of deposit, with a firm rate of interest or stated minimum rate of interest issued by a bank or trust company and insured or adequately secured as required by the Act the principal of and interest on such securities, when due, being sufficient to provide without reinvestment moneys to pay in full the principal of and interest on the Notes, as well as any other sums payable hereunder by the County, (iii) any combination of the foregoing; and (b) in the case of retirement of Notes by redemption, by filing with the Paying Agent (i) a Certified Resolution calling such Notes for redemption and fixing the date for redemption, and (ii) either (x) proof of mailing of the required redemption notice, or (y) irrevocable instructions to the Paying Agent to give such notice accompanied by funds sufficient to pay all expenses of notice; then and in that case all liability of the County with respect to such Notes shall cease, except as hereinafter provided. Thereafter the holders of such Notes shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Notes and the Paying Agent shall hold such funds in trust for such holders.

Moneys so deposited with the Paying Agent which remain unclaimed five years after the date payment thereof becomes due shall, upon request of the County, if the County is not at the time to the knowledge of the Paying Agent in default with respect to any covenant in the Ordinance or the Notes contained, be paid to the County; and the holders of the Notes for which the deposit was made shall thereafter be limited to a claim against the County; provided, however, that the Paying Agent, before making payment to the County, may, at the expense of the County, cause a notice to be published once in a newspaper or newspapers of general circulation in Bucks County stating that the moneys remaining unclaimed will be returned to the County after a specified date, and shall mail a copy of the notice to the owner of the Notes at the address set forth for such owner on the registration books.

Section 6.05. Other County Financings. Nothing in this Ordinance shall limit the power of the County to issue other bonds or notes under other ordinances, resolutions or indentures for the purpose of financing other projects or from pledging the revenues of such other projects for the payment of the bonds or notes issued to finance such other projects. Without limiting the generality of the preceding sentence, the County expressly reserves the right to issue bonds or notes payable out of, and secured by, assessments payable by property owners specially benefitted by the project or facility financed from the proceeds of such bonds or notes.

Section 6.06. No Personal Recourse. No recourse shall be had for any claim based on the Ordinance or the Notes against any official, officer, employee or agent, past, present or future, of the County or of any successor body as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 6.07. Appointment of Paying Agent. Summit Bank is hereby appointed Paying Agent and registrar for the Notes and Sinking Fund Depositary for the purposes of this Ordinance and the Act. The Commissioners hereby authorize an Authorized Officer to enter into a contract with the Paying Agent in connection with the performance of its duties as paying agent and sinking fund depositary on usual and customary terms, including an agreement on the part of the Paying Agent to observe and comply with the provisions of this Ordinance and of the Act, and an agreement on the part of the County to pay the fees and charges of the Paying Agent. The Paying Agent may appoint any subagent only with the express written consent of the County.

Section 6.08. Notices to Paying Agent and County. Any notice to or demand upon the Paying Agent may be served, presented or made at the principal corporate trust office of the Paying Agent. Any notice to or demand upon the County shall be deemed to have been sufficiently given or served by the Paying Agent for all purposes by being sent by registered United States mail to the County at County Courthouse, Doylestown, Pennsylvania 18901, or such other address as may be filed in writing by the County with the Paying Agent.

Section 6.09. Acknowledgement and Incorporation of Trust Indenture. The County hereby acknowledges and agrees to the terms of the Trust Indenture and incorporate the
terms thereof herein to the extent that such terms affect the Notes, the Guaranty, or the County's obligation to perform hereunder and thereunder.

Section 6.10. **Further Action.** The officers of the County are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of the Ordinance and the Act insofar as the same relate to the Notes or the Project, on such terms and conditions as are acceptable to the County, in the name and on behalf of the County.

Section 6.11. **Severability.** In case any one or more of the provisions contained in the Ordinance or in the Notes issued pursuant thereto shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Ordinance or of said Notes, and the Ordinance or said Notes shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6.12. **Scope of Ordinance.** Nothing in the Ordinance, expressed or implied, is intended or shall be construed to confer upon, or to give any person, firm or corporation other than the Paying Agent and the holders of the Notes, any right, remedy or claim under or by reason of the Ordinance or any covenant, condition or stipulation thereof; and the covenants, stipulations and agreements in the Ordinance are and shall be for the sole and exclusive benefit of the Paying Agent and the holders of the Notes.

Section 6.13. **Repealer.** All resolutions and parts of resolutions heretofore adopted, to the extent that the same are inconsistent in any manner herewith, are hereby repealed.

Section 6.14. **Effectiveness.** This Ordinance shall become effective in accordance with Section 103 of the Act.

Charles Martin, Commissioner

Michael Fitzpatrick, Commissioner

Sandra Miller, Commissioner
EXHIBIT A

FORM OF GUARANTEED PROJECT REFUNDING NOTE, SERIES B OF 2000

No. GPN-2 $1,625,000.00

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($1,625,000.00)

FEDERAL LANDS REUSE AUTHORITY OF BUCKS COUNTY Guaranteed Project Refunding Note - Series B of 2000

<table>
<thead>
<tr>
<th>Dated Date of Series</th>
<th>Interest Rate</th>
<th>Maturity Date</th>
<th>CUSIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2000</td>
<td>5.00%</td>
<td>January 15, 2001</td>
<td></td>
</tr>
</tbody>
</table>

FEDERAL LANDS REUSE AUTHORITY OF BUCKS COUNTY (the "Authority"), an industrial and commercial development authority organized and existing under the Pennsylvania Economic Development Financing Law, Act No. 102, approved August 23, 1967 (P.L. 251), as amended and supplemented (the "Act"), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon surrender hereof, the principal sum stated hereon, and to pay on January 15, 2001 (the "Interest Payment Date"), to the registered owner hereof, interest on said principal sum, at the rate per annum stated hereon, from the Dated Date shown hereon; provided, however, that if, as shown by the records of the Paying Agent (hereinafter defined), interest on this Note shall be in default, this Note shall bear interest from the date on which interest was last paid on this Note, until said principal sum is paid. The interest on this Note, which is payable by check or draft drawn on Summit Bank (the "Paying Agent"), the principal corporate trust office of which is located in the Bethlehem, Lehigh County, Pennsylvania, as paying agent, and the principal of this Note, which is payable upon surrender, are payable in lawful money of the United States of America at said principal corporate trust office of the Paying Agent or any successor paying agent under the Resolution (hereinafter defined). Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding the Interest Payment Date (the "Record Date"), on the registration books maintained by the Paying Agent in behalf of the Authority, irrespective of any transfer or exchange of this Note subsequent to such Record Date and prior to such Interest Payment Date, unless the Authority shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent in behalf
of the Authority to the registered owner of this Note not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Note is registered at the close of business on the fifth (5th) day preceding the date of mailing.

The principal of, premium, if any, and interest on this Note shall be payable only from certain money of the Authority available for such purposes, all as is provided and more fully set forth in Resolution No. 10-00, dated June 14, 2000 (the “Resolution”), duly adopted by the Authority. Reference is made to a Guaranty Agreement, dated as of July 1, 2000 (the "Guaranty Agreement"), between the County of Bucks, Pennsylvania (the "County"), as guarantor, and the Authority and the Paying Agent, an executed counterpart of which Guaranty Agreement is on file at the principal office of the Paying Agent, inter alia, for provisions with respect to money which may be available pursuant thereto for payment of the principal of and interest on this Note, upon certain terms and conditions.

This Note is one of an authorized series of $1,625,000 aggregate principal amount of notes of the Authority, known as "Guaranteed Project Refunding Notes - Series B of 2000" (the "Notes"), all of like date and tenor, except as to numbers and denominations, and all issued under and secured by the Resolution. Reference is made to a Trust Indenture dated as of July 1, 2000 between the Authority and Summit Bank, as trustee (the “Indenture”), a copy of which, duly certified by the Secretary of the Authority, is on file at the principal corporate trust office of the Paying Agent, for, inter alia, a statement of the particular money of the Authority pledged for payment of the principal of, premium, if any, and interest on the Notes, the nature, extent and manner of enforcement of the security for the Notes and the rights of holders of the Notes and of the Paying Agent with respect to such security. Reference is made to the Guaranty Agreement for, inter alia, a statement of the guaranty of the County of payment of the principal of and interest on the Notes, upon certain terms and conditions.

The Act provides that this Note, its transfer and the income herefrom (including any profits made on the sale hereof), shall at all times be free from taxation within the Commonwealth of Pennsylvania (the "Commonwealth").

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, premium, if any, or interest on this Note.

The Notes are issuable only in the form of registered notes, without coupons, in denominations of $100,000 principal amount and any multiple thereof. Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations.

This Note may be transferred or exchanged by the registered owner hereof upon surrender of this Note to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Note or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership or exchange of this Note in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered note or notes of authorized denominations for
the aggregate principal amount that the registered owner is entitled to receive at the earliest practicable time. The Authority and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Authority and the Paying Agent shall not be affected by any notice to the contrary.

Certain modifications and alterations of the Indenture not adversely affecting rights of holders of Notes outstanding thereunder may be made without consent of holders of such Notes, but with the consent of the County, in the manner and upon terms and conditions provided in the Indenture. Any other modification or alteration of the Indenture or of rights and obligations of the Authority or of holders of Notes outstanding thereunder may be made in the manner and upon terms and conditions provided in the Indenture. Any consent by the holder of this Note, when required by the Indenture (unless revoked as provided in the Indenture), shall be conclusive and binding upon such holder and all future holders and owners of this Note, irrespective of whether any notation of such consent is made upon this Note.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of all Notes then outstanding under the Indenture may be declared or may become due and payable upon conditions, in the manner and with the effect provided in the Indenture.

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 Note and in creation of the debt of which this Note 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 this Note, together with any other indebtedness of the Authority, is not in excess of any limitation imposed by the Act upon the incurring of debt by the Authority.

This Note shall not be entitled to any benefit under the Resolution or the Indenture nor shall it be valid, obligatory or enforceable for any purpose until this Note shall have been authenticated by the Paying Agent.

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

A-3
IN WITNESS WHEREOF, the Authority has caused this Note to be executed in its name by the facsimile signature of its Chairman, and a facsimile of its official seal to be affixed hereto, duly attested by the facsimile signature of its Secretary, all as of July 1, 2000.

FEDERAL LANDS REUSE AUTHORITY
OF BUCKS COUNTY

[facsimile signature]

By: ____________________________

Chairman

ATTEST:

[facsimile signature]

______________________________

Secretary

(SEAL)
(FORM OF PAYING AGENT'S CERTIFICATES)

CERTIFICATE OF AUTHENTICATION AND CERTIFICATE AS TO OPINION

It is certified that:

(i) This Note is one of the Notes described in the within mentioned Resolution; and

(ii) The text of the Opinion attached to this Note is a true and correct copy of the text of an original Opinion issued by Greenberg Traurig, LLP, dated and delivered on the date of the original delivery of, and payment for, such Notes that is on file at our principal corporate trust office where the same may be inspected.

SUMMIT BANK, Paying Agent

By: ________________________________
    Authorized Representative

Date of Registration and Authentication:
(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, _____________________________, the undersigned 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:

______________________________
Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a major stock exchange or a commercial bank or a trust company.

NOTICE: No transfer will be made in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Note in every particular, without alteration 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 must be supplied.
EXHIBIT B

FORM OF GUARANTY

B-1
GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated as of July 1, 2000, between the COUNTY OF BUCKS, PENNSYLVANIA, a political subdivision of the Commonwealth, as Guarantor (the "County"), the FEDERAL LANDS REUSE AUTHORITY OF BUCKS COUNTY, an industrial and commercial development authority organized and existing under the Economic Development Financing Act (the "Authority"), and SUMMIT BANK, a bank and trust company organized and existing under the laws of the Commonwealth and having its principal office in Bethlehem, Lehigh County, Pennsylvania, as Paying Agent.

WITNESSETH:

WHEREAS, The Authority intends to authorize and to issue, inter alia, the Guaranteed Project Refunding Notes - Series B of 2000 (the "Notes"); and

WHEREAS, the Notes are to be issued under the pursuant to the Resolution: and

WHEREAS, the proceeds derived from authorization, issuance and sale of the Notes will be applied, together with other funds available or to be available to the Authority, for and toward the Costs, as such term is defined in the Resolution of the Project, all in the manner to be provided in the Resolution: and

WHEREAS, the County, as an inducement to the Authority to undertake the Project and to authorize and to issue the Guaranteed Project Refunding Notes - Series B of 2000, and as inducement to initial purchasers and to subsequent holders of the Notes, from time to time, and to enhance and to ensure the marketability of the Notes and thereby to achieve interest cost and other savings with respect to the Project, and in consideration of the benefits to be derived by the County in connection with the Project, desires to enter into this Guaranty Agreement with respect to the Notes, as is permitted by the Debt Act; and

WHEREAS, the parties hereto desire to set forth the terms and conditions under pursuant to which the Notes are to be guaranteed by the County to the extent and in the manner provided herein and related matters.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Terms and phrases defined in this Section 1.01, for all purposes of this Guaranty Agreement, including the Recitals hereto, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires:

"Authority" shall have the meaning given to such term in the Recitals;
“Board” shall mean the governing body of the Authority;

“Board of Commissioners” shall mean the governing body of the County;

“Commonwealth” shall mean the Commonwealth of Pennsylvania;

“Costs” shall have the meaning given to such term in the Trust Indenture;

“County” shall have the meaning give to such term in the Recitals;

“Debt Act” shall mean the Act of the General Assembly of the Commonwealth known as the “Local Government Unit Debt Act”, Act No. 1972-185, as re-enacted, amended and revised by Act No. 1978-52, and as further amended and supplemented, from time to time;

“Debt Service Fund” shall mean the fund created under Section 5.02 of the Trust Indenture;

“Economic Development Financing Act” means Act No. 120, August 23, 1967 (P.L. 251), as amended by Act No. 74, December 17, 1993 (P.L. 490), and as further amended from time to time.

“Fiscal Year” shall mean the fiscal year of the County as provided by laws of the Commonwealth;

“Guaranteed Project Refunding Notes - Series B of 2000” or “Notes” shall mean the Guaranteed Refunding Project Notes - Series B of 2000, dated as of July 1, 2000, of the Authority, initially authorized for issuance under the Resolution, in the aggregate principal amount of $1,625,000, as such more specifically is described in the Resolution and the Trust Indenture;

“Guaranty Agreement” shall mean this document and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with provisions hereof, which phrase sometimes is referred to in this document by use of such words as “hereto”, “hereby”, “herein”, “hereof” or “hereunder”;

“Paying Agent” shall mean Sunnmit Bank, a bank and trust company organized and existing under the laws of the Commonwealth and having its principal office in Bethlehem, Lehigh County, Pennsylvania, a party hereto and any successor paying agent which shall be appointed, from time to time, as provided in the Resolution;

“Person” shall mean an individual, a partnership, an association, a corporation, a joint stock company, an unincorporated association, a municipal corporation or entity or any other legal entity;

“Project” means the undertakings necessary and Costs incurred in connection with the refunding of the Authority’s Guaranteed Project Notes - Series A of 2000, the proceeds of which
were used for the acquisition of the property located at Jacksonville and Street Roads, 
Warminster Township and Ivyland Borough, Bucks County, Pennsylvania, by the Authority;

“Resolution” shall mean the Resolution, duly adopted by the Board of the Authority on 
June 14, 2000, including all modifications, alterations, amendments and supplements thereto
made and delivered in accordance with the provisions thereof, which, inter alia, authorizes

“Trustee” shall mean Summit Bank, a bank and trust company organized and existing
under the laws of the Commonwealth and having its principal office in Bethlehem, Lehigh
County, Pennsylvania, a party hereto and any successor paying agent which shall be appointed,
from time to time, as provided in the Resolution;

“Trust Indenture” means the Trust Indenture dated as of July 1, 2000, between the
Authority and the Trust, as amended from time to time.

ARTICLE II

Representations and Warranties of the County

SECTION 2.01. The County represents and warrants that:

A. The County is a political subdivision of the Commonwealth;

B. The County is possessed of all requisite power and authority under laws of
the Commonwealth to enter into an to perform all covenants and agreements contained in
this Guaranty Agreement;

C. The County duly has been authorized to enter into this Guaranty
Agreement, pursuant to proper and necessary official action of the Board of
Commissioners, in accordance with laws of the Commonwealth;

D. The County, in entering into this Guaranty Agreement, is acting in the
public interest in connection with preservation and protection of the general health and
welfare of inhabitants of the County and of the Commonwealth; and

E. The County, in entering into this Guaranty Agreement, is incurring lease
rental debt, to the extent provided herein, pursuant to the Debt Act, and the County has
taken all proper proceedings pursuant to the Debt Act in connection with this Guaranty
Agreement.

ARTICLE III

Covenants and Agreements of the County

SECTION 3.01. The County, to the extent, in the manner and upon terms
and conditions provided herein, guarantees, unconditionally, for the benefit of the registered
owners, from time to time, of the Notes, full and prompt payment of the principal of the said guaranteed principal amount not to exceed $1,625,000, together with interest due on said principal of the Notes at the rate set forth and described in the Notes.

SECTION 3.02. The County covenants and agrees to pay all costs, fees, expenses and charges, including court costs and attorney fees, that may be paid or incurred, from time to time, by the Paying Agent, the Trustee and/or the Authority in enforcing the County’s guaranty obligation hereunder and/or, to the extent permitted by laws of the Commonwealth, in otherwise enforcing this Guaranty Agreement.

SECTION 3.03. All payments required to be made by the County under this Guaranty Agreement shall be made in lawful money of the United States, from time to time.

SECTION 3.04. Each and every default in payment of the principal of or interest on the Notes shall give rise to a separate cause of action under this Guaranty Agreement and separate suits may be instituted pursuant to this Guaranty Agreement, from time to time, as each cause of action shall arise.

SECTION 3.05. The County covenants to and with the Paying Agent, the Trustee, the Authority and the registered owners, from time to time, of the Notes, that shall be Outstanding, as such term is defined in the Resolution, that the County: (i) shall include the amounts payable in respect of its guaranty pursuant to this Guaranty Agreement, for each Fiscal Year in which such sums shall be payable, in its budget for the Fiscal Year; (ii) shall appropriate such amounts from its general revenues for payment to the Paying Agent of its obligations hereunder: and (iii) shall duly and punctually pay or cause to be paid from its sinking fund (hereinafter referred to) or any other of its revenue or funds the amount payable in respect of such guaranty, at the dates and in the manner provided for herein, at the principal office of the Paying Agent, according to the true intent and meaning hereof; and for such budgeting, appropriation and payment, the County pledges, irrevocably, its full faith, credit and taxing power. This covenant shall be specifically enforceable. For the purpose of complying with the covenants of this Section, the County covenants that it shall budget the amounts set forth in Exhibit A which is attached hereto and made part hereof, such amounts being the amount guaranteed by the County hereunder for the Fiscal Year in which such amounts are payable, and shall appropriate and shall pay over the Paying Agent such amounts; subject, however, to provisions of Section 3.06.

The County covenants that, to the extent sufficient money shall not be available in its then current budget at any time when payments are required hereunder, 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 hereunder, 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 hereunder in the manner herein stated according to the true intent and meaning hereof, and for such budgeting, appropriation and payment, it does pledge, irrevocably, its full faith, credit and taxing power. This covenant shall be enforceable specifically.
SECTION 3.06. It is the intent and purpose of this Guaranty Agreement that the County shall be required to pay over to the Paying Agent only that portion of the principal of and interest on the Notes due, from time to time, that cannot be paid by the Authority from other funds available for the purpose. Therefore, the parties hereto agree that the County shall be entitled to credits against the amount of its guaranty obligation assumed hereunder, which credits shall be in an amount equal to the total of: (1) the amount that, by terms of the Resolution, initially shall be deposited by the Authority from proceeds derived from the sale of the Notes and from other available funds into the Capitalized Interest Account within the Debt Service Fund established under the Trust Indenture as capitalized interest; and (2) any other funds of the Authority available for the purpose and applied in any Fiscal Year to the principal of and interest on the Notes in accordance with the terms of the Resolution. The County covenants to establish a “sinking fund”, as such phrase is defined in the Debt Act, with respect to its obligations under this Guaranty Agreement, and Summit Bank, Bethlehem, Pennsylvania, shall be initially appointed “sinking fund depository” and “paying agent”, as such phrases are defined or applied in the Debt Act, to the extent necessary with respect to the obligations of the County under this Guaranty Agreement.

SECTION 3.07. The obligations of the County under this Guaranty Agreement shall be absolute and unconditional, irrespective of any other agreement or instrument to which the County shall be a party, and shall remain in full force and effect until the entire principal of and interest on the Notes shall have been paid or shall have been provided for, and shall not be affected, modified, diminished or impaired upon the happening, from time to time, of any event, including, without limitation, any of the following whether or not with notice to or consent of the County, unless such notice or consent is required hereunder:

A. The failure by the Authority to undertake and complete the Project, or the failure of the Authority otherwise to perform any obligation contained in any other agreement, for any reason whatsoever, including, without limiting the generality of the foregoing, insufficiency of funds, negligence or willful misconduct on the part of the Authority or its agents or independent contractors, legal action of any nature that shall delay the Project, labor disputes, war, insurrection, natural catastrophe or laws, rules or regulations or any body, governmental or otherwise, having proper jurisdiction;

B. The compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of the Authority under the Trust Indenture;

C. The failure to give notice to the County of the occurrence of a default under terms and provisions of this Guaranty Agreement of the Trust Indenture;

D. The validity, enforceability or termination of the Trust Indenture;

E. The neglect or failure of the Authority, the Trustee and/or the Paying Agent to exercise or to preserve any rights or rights of action against any party, Person or property;

B-6
F. The failure of the Authority, the Trustee and/or the Paying Agent to have enforced, or prior appropriate occasions, any right or right of action against any party, Person or property;

G. The compromise, settlement, release, alteration, indulgence or any other change or modification of any obligation or liability of the Authority under the Trust Indenture, regardless of the extent to which such obligation or liability shall have been modified, compromised or otherwise changed;

H. The waiver of the payment, performance or observance by the Authority, the Trustee, the Paying Agent, or the County of any obligations, covenants or agreements contained in the Trust Indenture or in this Guaranty Agreement;

I. The extension of the time of payment of any principal, redemption price or interest on the Notes or any part hereof owing or payable under this Guaranty Agreement or of the time for performance of any other obligations, covenants or agreements under or arising out of the Trust Indenture or this Guaranty Agreement;

J. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Trust Indenture;

K. The taking of, or the omission to take, any action referred to in the Trust Indenture or in this Guaranty Agreement;

L. Any failure, omission or delay on the part of the Authority, the Trustee, and/or the Paying Agent, to enforce, to assert or to exercise any right, power or remedy conferred upon or vested in the Authority, the Trustee, and/or the Paying Agent, or any registered owner of the Notes, as applicable, hereunder or under the Trust Indenture, or to enforce, to assert or to exercise any other right or rights on the part of the Authority, the Trustee or the Paying Agent, or any registered owner, from time to time, of the Notes, as applicable;

M. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustments or other similar proceedings affecting the County or the Authority or any of the assets of either of them, or any allegation or contest of the validity of this Guaranty Agreement in any such proceeding;

N. The release or discharge of the County, to the extent permitted by law, from performance or observance of any obligation, covenant or agreement contained in this Guaranty Agreement, by operation of law; or

O. The default or failure of the County fully to perform any of its obligations set forth in this Guaranty Agreement.
SECTION 3.08. The obligations of the County hereunder shall not be affected by any bankruptcy, arrangement for the benefit of creditors, reorganization or other similar proceedings, and the County specifically waives any rights or benefits that could accrue to it by reason of any such proceeding and agrees that the same shall not affect its liability or responsibility hereunder, regardless of the effect that such proceedings may have with respect to the obligations of the Authority.

SECTION 3.09. The obligations of the County hereunder shall not be subject to any setoff, counterclaim or defense resulting from any breach or any alleged breach by the Authority, the Paying Agent or the Trustee of any obligation to the County, whether said obligation arises under this Guaranty Agreement or from any other transaction between the County and/or the Authority and/or the Trustee and/or the Paying Agent, regardless of the nature of such transaction.

SECTION 3.10. In the event of a default in payment of principal of the Notes when and as the same shall become due and payable, whether at the stated maturity thereof or by acceleration or call for redemption or otherwise, or in the event of a default in the payment of any interest on the Notes when and as the same shall become due and payable, the Paying Agent may proceed hereunder; and, if requested to do so by the holders of 25% in aggregate principal amount of the holders of the Notes then outstanding and upon indemnification as herein provided, the Paying Agent shall proceed hereunder and, in its sole discretion, shall have the right to proceed first and directly against the County under this Guaranty Agreement, without proceeding against or exhausting any other remedies that it may have and without resorting to any other security held by the Authority, the Trustee or the Paying Agent.

Before taking any action hereunder, the Paying Agent may require that satisfactory indemnity shall be furnished for the reimbursement of all costs and expenses that it may incur and to protect it against all liability, except liability that is adjudicated to have resulted from its negligence or willful default, by reason of any action so taken.

The County agrees to pay all costs, fees and expenses, including, to the extent permitted by law, all court costs and reasonable attorney fees, that may be incurred by the Paying Agent in enforcing or attempting to enforce this Guaranty Agreement against it, following any default on the part of the County hereunder, whether the same shall be enforced by suit or otherwise.

SECTION 3.11. The County expressly waives notice, in writing or otherwise, from the Trustee, the Paying Agent, or any registered owner of the Notes, as applicable, of its acceptance and reliance upon this Guaranty Agreement.

SECTION 3.12. This Guaranty Agreement is entered into by the County for the benefit of the Paying Agent, the Trustee and the registered owners of the Notes and any successor paying agent and their respective successors and assigns under the Resolution, all of whom shall be entitled to enforce performance and observance hereof by the County to the same extent as if they were parties signatory hereto.

B-8
SECTION 3.13. Terms of this Guaranty Agreement may be enforced as to any one or more breaches, either separately or cumulatively.

ARTICLE IV

Covenants and Agreements of the Authority

SECTION 4.01. The Authority covenants with the County to undertake and to complete the Project. The Authority covenants with the County to use its best efforts to complete the Project with all reasonable dispatch and diligence.

SECTION 4.02. The Authority covenants with the Paying Agent and the County that it shall pay the outstanding principal balance of the Notes, together with accrued interest due thereon, at the times and in the manner provided in the Notes; that, further, the Authority and the County covenant that they each shall take such action necessary to retire the Notes and the Authority further covenants that, at such time, it shall pay to the County on amount equal to all sums paid by the County pursuant to this Guaranty Agreement.

ARTICLE V

Miscellaneous

SECTION 5.01. No amendment, change, modification, alteration or termination of the Resolution that would in any way increase obligations of the County under this Guaranty Agreement shall be effective without obtaining the prior written consent of the County.

SECTION 5.02. The obligations of the County hereunder shall arise absolutely and unconditionally when the Notes shall have been issued, sold and delivered by the Authority.

SECTION 5.03. In the event of default by the County in the punctual discharge of its obligations hereunder, the Authority and the Paying Agent shall be entitled to exercise such remedies as are provided under the Debt Act, together with any other remedies that otherwise may be provided at law or in equity or by other statutes.

SECTION 5.04. No remedy conferred upon or reserved to the Paying Agent hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or now or before existing at the law or in equity or under the Debt Act. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority and/or the Paying Agent to exercise any remedy reserved in this Guaranty Agreement, it shall not be necessary to give any notice other than such notice as herein expressly may be required. In the event any provision contained in this Guaranty Agreement shall be breached by any party and thereafter duly shall be waived by the other party so empowered to act, such waiver shall be limited to the
particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification hereof shall be established by conduct, custom or dealing, but shall be established solely by an instrument, in writing, duly executed by the appropriate parties.

SECTION 5.05. This Guaranty Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and this Guaranty Agreement may be executed, simultaneously, in multiple counterparts, each of which counterparts shall be deemed to be an original, but all of which counterparts, together, shall constitute but one and the same instrument.

SECTION 5.06. Provisions of this Guaranty Agreement shall be severable; if any one or more of the phrases, sentences, clauses, Articles, Sections or parts contained in this Guaranty Agreement shall be deemed or declared invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of remaining portions of this Guaranty Agreement or any remaining parts thereof.

SECTION 5.07. This Guaranty Agreement may be amended or supplemented, from time to time, by a written document duly signed by the parties hereof; provided, however, that no amendment or supplement shall be made that shall diminish or discontinue the obligations of the Authority and of the County hereunder.

SECTION 5.08. This Guaranty Agreement shall be construed in accordance with and shall be governed by laws of the Commonwealth.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties have caused the Guaranty Agreement to be executed by their duly authorized official as of the date and year indicated below.

COUNTY OF BUCKS
By: [Signature]
Commissioner
By: [Signature]
Commissioner
By: [Signature]
Commissioner

FEDERAL LANDS REUSE AUTHORITY
OF BUCKS COUNTY

By: _____________________________
Name: ___________________________
Title: ____________________________

SUMMIT BANK

By: _____________________________
Name: ___________________________
Title: ____________________________
EXHIBIT A

(FORM OF GUARANTEED PROJECT REFUNDING NOTE, SERIES B OF 2000)

No. GPN-2 $1,625,000.00

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: ONE MILLION SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($1,625,000.00)

FEDERAL LANDS REUSE AUTHORITY OF BUCKS COUNTY
Guaranteed Project Note - Series B of 2000

Dated Date of Series Interest Rate Maturity Date CUSIP
July 1, 2000 5.00% January 15, 2001

FEDERAL LANDS REUSE AUTHORITY OF BUCKS COUNTY (the "Authority"), an industrial and commercial development authority organized and existing under the Pennsylvania Economic Development Financing Law, Act No. 102, approved August 23, 1967 (P.L. 251), as amended and supplemented (the "Act"), for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date stated hereon, upon surrender hereof, the principal sum stated hereon, and to pay on January 15, 2001 (the "Interest Payment Date"), to the registered owner hereof, interest on said principal sum, at the rate per annum stated hereon, from the Dated Date shown hereon; provided, however, that if, as shown by the records of the Paying Agent (hereinafter defined), interest on this Note shall be in default, this Note shall bear interest from the date on which interest was last paid on this Note, until said principal sum is paid. The interest on this Note, which is payable by check or draft drawn on Summit Bank (the "Paying Agent"), the principal corporate trust office of which is located in the Bethlehem, Lehigh County, Pennsylvania, as paying agent, and the principal of this Note, which is payable upon surrender, are payable in lawful money of the United States of America at said principal corporate trust office of the Paying Agent or any successor paying agent under the Resolution (hereinafter defined). Payment of the interest hereon shall be made to the registered owner hereof whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding the Interest Payment Date (the "Record Date"), on the registration books maintained by the Paying Agent in behalf of the Authority, irrespective of any transfer or exchange of this Note subsequent to such Record Date and prior to such Interest Payment Date, unless the Authority shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name this Note is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent in behalf
of the Authority to the registered owner of this Note not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name this Note is registered at the close of business on the fifth (5th) day preceding the date of mailing.

The principal of, premium, if any, and interest on this Note shall be payable only from certain money of the Authority available for such purposes, all as is provided and more fully set forth in Resolution No. 10-00, dated June 14, 2000 (the "Resolution"), duly adopted by the Authority. Reference is made to a Guaranty Agreement, dated as of July 1, 2000 (the "Guaranty Agreement"), between the County of Bucks, Pennsylvania (the "County"), as guarantor, and the Authority and the Paying Agent, an executed counterpart of which Guaranty Agreement is on file at the principal office of the Paying Agent, inter alia, for provisions with respect to money which may be available pursuant thereto for payment of the principal of and interest on this Note, upon certain terms and conditions.

This Note is one of an authorized series of $1,625,000 aggregate principal amount of notes of the Authority, known as "Guaranteed Project Refunding Notes - Series B of 2000" (the "Notes"), all of like date and tenor, except as to numbers and denominations, and all issued under and secured by the Resolution. Reference is made to a Trust Indenture dated as of July 1, 2000 between the Authority and Summit Bank, as trustee (the "Indenture"), a copy of which, duly certified by the Secretary of the Authority, is on file at the principal corporate trust office of the Paying Agent, for, inter alia, a statement of the particular money of the Authority pledged for payment of the principal of, premium, if any, and interest on the Notes, the nature, extent and manner of enforcement of the security for the Notes and the rights of holders of the Notes and of the Paying Agent with respect to such security. Reference is made to the Guaranty Agreement for, inter alia, a statement of the guaranty of the County of payment of the principal of and interest on the Notes, upon certain terms and conditions.

The Act provides that this Note, its transfer and the income herefrom (including any profits made on the sale hereof), shall at all times be free from taxation within the Commonwealth of Pennsylvania (the "Commonwealth").

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, premium, if any, or interest on this Note.

The Notes are issuable only in the form of registered notes, without coupons, in denominations of $100,000 principal amount and any multiple thereof. Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations.

This Note may be transferred or exchanged by the registered owner hereof upon surrender of this Note to the Paying Agent, at its principal corporate trust office, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Note or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership or exchange of this Note in the registration books and shall authenticate and deliver in the name of the transferee or transferees a new fully registered note or notes of authorized denominations for
the aggregate principal amount that the registered owner is entitled to receive at the earliest practicable time. The Authority and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Authority and the Paying Agent shall not be affected by any notice to the contrary.

Certain modifications and alterations of the Indenture not adversely affecting rights of holders of Notes outstanding thereunder may be made without consent of holders of such Notes, but with the consent of the County, in the manner and upon terms and conditions provided in the Indenture. Any other modification or alteration of the Indenture or of rights and obligations of the Authority or of holders of Notes outstanding thereunder may be made in the manner and upon terms and conditions provided in the Indenture. Any consent by the holder of this Note, when required by the Indenture (unless revoked as provided in the Indenture), shall be conclusive and binding upon such holder and all future holders and owners of this Note, irrespective of whether any notation of such consent is made upon this Note.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of all Notes then outstanding under the Indenture may be declared or may become due and payable upon conditions, in the manner and with the effect provided in the Indenture.

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 Note and in creation of the debt of which this Note 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 this Note, together with any other indebtedness of the Authority, is not in excess of any limitation imposed by the Act upon the incurring of debt by the Authority.

This Note shall not be entitled to any benefit under the Resolution or the Indenture nor shall it be valid, obligatory or enforceable for any purpose until this Note shall have been authenticated by the Paying Agent.

The holder of this Note, by acceptance hereof, shall be deemed to have assented to all terms and conditions of the Resolution and the Indenture.
IN WITNESS WHEREOF, the Authority has caused this Note to be executed in its name by the facsimile signature of its Chairman, and a facsimile of its official seal to be affixed hereto, duly attested by the facsimile signature of its Secretary, all as of July 1, 2000.

FEDERAL LANDS REUSE AUTHORITY
OF BUCKS COUNTY

[facsimile signature]

By: __________________________
Chairman

ATTEST:

[facsimile signature]

___________________________
Secretary

(SEAL)
(FORM OF PAYING AGENT'S CERTIFICATES)

CERTIFICATE OF AUTHENTICATION AND CERTIFICATE AS TO OPINION

It is certified that:

(i) This Note is one of the Notes described in the within mentioned Resolution; and

(ii) The text of the Opinion attached to this Note is a true and correct copy of the text of an original Opinion issued by Greenberg Traurig, LLP, dated and delivered on the date of the original delivery of, and payment for, such Notes that is on file at our principal corporate trust office where the same may be inspected.

SUMMIT BANK, Paying Agent

By: _________________________________
   Authorized Representative

Date of Registration and Authentication: B-16
(FORM OF ASSIGNMENT)  
ASSIGNMENT  

FOR VALUE RECEIVED, __________________________, the undersigned 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:  

______________________________  
Signature Guaranteed:  

NOTICE: No transfer will be made in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Note in every particular, without alteration 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 must be supplied.
CERTIFICATE

I, the undersigned, Chief Clerk of the Board of County Commissioners (the "Commissioners") of Bucks County, Pennsylvania (the "County"), certify that the foregoing is a true and correct copy of an Ordinance which duly was enacted by affirmative vote of a majority of all the Commissioners of the County at a meeting duly held on June 21, 2000; that said Ordinance duly has been recorded in the minute book of the County; that said Ordinance has been assigned Ordinance No. 103, that said Ordinance has been published, in summary form, as required by law on June 18, 2000 in the Courier Times, a newspaper of general circulation published or circulating in the County and notice of enactment of said Ordinance, setting forth matters required by law, was advertised, as required by law, in the Courier Times on June 22, 2000, a newspaper of general circulation published or circulating in the County; and that said Ordinance remains in effect, unaltered and unmended, as of the date of this Certificate.

I further certify that the total number of Commissioners of the County is three (3); that the vote of the Commissioners of the County upon said Ordinance duly was called and recorded upon the minutes of said meeting; and that the Commissioners of the County voted upon said Ordinance in the following manner:

- Michael G. Fitzpatrick: Yes
- Charles Martin: Yes
- Sandra A. Miller: Yes

IN WITNESS WHEREOF, I set my hand and affix the official seal of the County this 22 day of June, 2000.

[Signature]
David G. Steinbach
County Administrator/Chief Clerk

(SEAL)