



County of Lackawanna

Lackawanna County
Administration Building
200 Adams Avenue
Scranton, Pennsylvania
18503

Certified Copy

Ordinance: 17-0105

File Number: 17-0105

Ordinance #249

Second Reading

General Obligation Bonds

Refinancing Outstanding Swaps with Lower Interest Rate

First Reading: April 5, 2017

Second Reading: April 19, 2017

ORDINANCE #249

OF THE
BOARD OF COUNTY COMMISSIONERS
OF THE
COUNTY OF LACKAWANNA, PENNSYLVANIA

ENACTED APRIL 19, 2017

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF LACKAWANNA, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE COUNTY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVENTY MILLION DOLLARS (\$70,000,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 P.A.C.S., CHAPTERS 80-82, AS AMENDED AND SUPPLEMENTED (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THE COUNTY; DETERMINING THAT SUCH BONDS SHALL EVIDENCE NONELECTORAL DEBT OF THE COUNTY; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR A CERTAIN PROJECT OF THE COUNTY WHICH CONSISTS OF THE FOLLOWING: (1) CURRENTLY REFUNDING THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2007; (2) ADVANCE REFUNDING A PORTION OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES B OF 2010; AND (3) PAYING THE COSTS AND EXPENSES OF ISSUANCE OF THE BONDS; SETTING FORTH THE REASONABLE ESTIMATED REMAINING USEFUL LIVES OF THE CAPITAL PROJECTS THAT ARE TO BE REFINANCED BY THE BONDS; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH BONDS AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH BONDS, WHEN ISSUED, SHALL CONSTITUTE GENERAL OBLIGATIONS OF THE COUNTY; FIXING THE DENOMINATIONS, DATED DATE, INTEREST PAYMENT DATES, MATURITY DATES, INTEREST RATES AND REDEMPTION PROVISIONS (IF APPLICABLE) AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; AUTHORIZING SPECIFIED OFFICERS OF THE COUNTY TO CONTRACT WITH THE PAYING AGENT FOR ITS SERVICES IN CONNECTION WITH THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF

SUCH BONDS; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH BONDS TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY IN SUPPORT THEREOF; CREATING ONE OR MORE SINKING FUNDS IN CONNECTION WITH SUCH BONDS, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH BONDS WHEN DUE; SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH BONDS; AUTHORIZING THE EXECUTION OF ONE OR MORE INVESTMENT AGREEMENTS BY SPECIFIED OFFICERS OF THE COUNTY (IF APPLICABLE) AND THE PURCHASE OF CERTAIN U.S. TREASURY OBLIGATIONS OR ANY OTHER SECURITIES OR INVESTMENTS IN CONNECTION WITH THE INVESTMENT OF PROCEEDS OF THE BONDS AND THE REFUNDING OF THE PRIOR BONDS; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE COUNTY TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE BONDS, 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 BONDS, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE COUNTY, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING PROPER OFFICERS OF THE COUNTY TO DELIVER THE BONDS UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; SETTING FORTH CERTAIN COVENANTS PRECLUDING THE COUNTY FROM TAKING ACTIONS WHICH WOULD CAUSE THE BONDS TO BECOME "ARBITRAGE BONDS" OR "PRIVATE ACTIVITY BONDS," AS THOSE TERMS ARE USED IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), AND APPLICABLE REGULATIONS PROMULGATED THEREUNDER; AUTHORIZING THE PURCHASE OF BOND INSURANCE (IF APPLICABLE) AND SETTING FORTH THE PROVISIONS, IF ANY, REQUIRED TO BE INCLUDED BY THE BOND INSURER; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE AND COVENANTING TO COMPLY WITH THE PROVISIONS THEREOF; AUTHORIZING THE EXECUTION OF ONE OR MORE ESCROW AGREEMENTS BY AND BETWEEN THE COUNTY AND THE ESCROW AGENTS NAMED THEREIN IN CONNECTION WITH THE REFUNDING OF THE PRIOR BONDS, IF NECESSARY OR DESIRABLE; APPROVING THE PREPARATION, USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT BY THE PURCHASER IN CONNECTION WITH THE MARKETING OF THE BONDS; APPROVING AN INTEREST RATE MANAGEMENT PLAN; APPROVING THE FORM OF AN AMENDMENT TO AN EXISTING INTEREST RATE MANAGEMENT AGREEMENT TO RELATE TO THE BONDS; APPROVING THE MAXIMUM RATE OF INTEREST PAYABLE BY THE COUNTY UNDER AND IN CONNECTION WITH THE BONDS AND THE INTEREST RATE MANAGEMENT AGREEMENT AND THE METHOD OF CALCULATING THE RATE OF INTEREST PAYABLE BY THE COUNTERPARTY UNDER THE INTEREST RATE MANAGEMENT AGREEMENT; APPROVING THE TERM OF THE INTEREST RATE MANAGEMENT AGREEMENT; COVENANTING TO MAKE PAYMENTS OF THE COUNTY UNDER AND IN CONNECTION WITH THE BONDS AND THE INTEREST RATE MANAGEMENT AGREEMENT; AUTHORIZING THE PREPARATION OF A TRANSCRIPT OF

PROCEEDINGS TO BE FILED WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN CONNECTION WITH THE INTEREST RATE MANAGEMENT AGREEMENT; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; AUTHORIZING AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF ALL OTHER REQUIRED DOCUMENTS AND THE TAKING OF ALL OTHER REQUIRED ACTION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR THE REPEALING OF ALL ORDINANCES OR PARTS OF ORDINANCES INsofar AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the County of Lackawanna, Pennsylvania (the "County"), is a home rule charter county operating under the Home Rule Charter and Optional Plans Law of the Commonwealth of Pennsylvania (the "Commonwealth"); and

WHEREAS, the County, in contemplation of the issuance and sale of one or more series of its general obligation bonds in an aggregate principal amount not to exceed Seventy Million Dollars (\$70,000,000), to provide funds for and towards certain projects of the County, has determined that the Bonds (hereinafter defined) 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 reenacted and amended (the "Act") and has determined that a private sale by negotiation is in the best financial interests of the County; and

WHEREAS, the Board of Commissioners of the County (the "Board") has determined that such Bonds will be issued as one or more series of general obligation bonds designated generally as "County of Lackawanna, Pennsylvania, General Obligation Bonds, Series of 2017 (the "Bonds") or such other name or designation including the appropriate designation of the series and year such Bonds are issued as shall be selected by the Chairman or Vice Chairman of the Board upon delivery of each series of the definitive Bonds in accordance with this Ordinance; and

WHEREAS, the Board has determined to accept the proposal of Boenning & Scattergood, Inc., West Conshohocken, Pennsylvania, as representative (the "Purchaser"), for the purchase of the Bonds, 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 Bonds; and

WHEREAS, the County has heretofore issued its \$33,735,000 original aggregate principal amount General Obligation Bonds, Series B of 2007 (the "2007B Bonds"), a portion of which remains outstanding (such portion being hereinafter referred to as the "Refunded 2007B Bonds"); and

WHEREAS, the County desires to authorize the current refunding of the outstanding Refunded 2007B Bonds for the purpose of reducing the total debt service over the life of the 2007B Bonds; and

WHEREAS, the Bonds which are being issued to currently refund the Refunded 2007B Bonds will not be outstanding through a maturity date that could not have been included in the issue of the 2007B Bonds; and

WHEREAS, if necessary or desirable, a portion of the proceeds of the Bonds shall be deposited in escrow pursuant to the terms of an escrow agreement (the "2007B Bonds Escrow Agreement"), to be executed by and between the County and an escrow agent named therein (the "2007B Bonds Escrow Agent"), such that such portion of the proceeds of the Bonds, together with interest to be earned thereon (if any), will be held by the 2007B Bonds Escrow Agent in a separate escrow account and irrevocably pledged for the redemption of the Refunded 2007B Bonds, all as shall be set forth more fully in the 2007B Bonds Escrow Agreement; and

WHEREAS, the County has heretofore issued its \$58,540,000 original aggregate principal amount General Obligation Bonds, Series B of 2010 (the "2010B Bonds"), a portion of which remains outstanding; and

WHEREAS, the County desires to authorize the advance refunding of a portion of the outstanding 2010B Bonds, as identified on the attached Exhibit A (such portion of the 2010B Bonds, or such other principal amount of the outstanding 2010B Bonds to be refunded by the Bonds as shall be selected by the Chairman or Vice Chairman of the Board upon delivery of each series of the definitive Bonds in accordance with this Resolution, being hereinafter referred to as the "Refunded 2010B Bonds"), for the purpose of reducing the total debt service over the life of the 2010B Bonds; and

WHEREAS, the Bonds which are being issued to advance refund the Refunded 2010B Bonds will not be outstanding through a maturity date that could not have been included in the issue of the 2010B Bonds; and

WHEREAS, if necessary or desirable, a portion of the proceeds of the shall be deposited in escrow pursuant to the terms of an escrow agreement (the "2010B Bonds Escrow Agreement"), to be executed by and between the County and an escrow agent named therein (the "2010B Bonds Escrow Agent"), such that such portion of the proceeds of the Bonds, together with interest to be earned thereon (if any), will be held by the 2010B Bonds Escrow Agent in a separate escrow account and irrevocably pledged for the redemption of the Refunded 2010B Bonds, all as shall be set forth more fully in the 2010B Bonds Escrow Agreement; and

WHEREAS, the Refunded 2007B Bonds and the Refunded 2010B Bonds are hereinafter collectively referred to as the "Prior Bonds"); and

WHEREAS, the Board has determined to and desires to accept the proposal of the Purchaser and to incur nonelectoral debt in the aggregate principal amount not to exceed Seventy Million Dollars (\$70,000,000) to fund a certain project (hereinafter described) of the County pursuant to the provisions of the Act; and

WHEREAS, the County has heretofore appointed Financial S&Lutions LLC as its financial advisor and intends to appoint Financial S&Lutions LLC as its "qualified independent representative" (collectively, in such capacities, the "Financial Advisor") to evaluate and advise it with respect to the terms and conditions of a basis swap in connection with the issuance of the Bonds; and

WHEREAS, the County and PNC Bank, National Association (the "Counterparty") have entered into a qualified interest rate management agreement with respect to the 2010B Bonds consisting of an ISDA Master Agreement, Schedule and Credit Support Annex, each dated as of June 24, 2008, as amended by an Amendment to the ISDA Master Agreement dated February 11, 2009 and an Amendment to the ISDA Master Agreement dated as of September 14, 2010 and a Confirmation Letter with a trade date of September 14, 2010 (collectively, the "Original Interest Rate Swap Agreement"); and

WHEREAS, the County has caused an interest rate management plan (the "Interest Rate Management Plan") to be prepared by the Financial Advisor. In furtherance of the Interest Rate Management Plan, the County intends to amend, modify and/or supplement the Original Interest Rate Swap Agreement (the Original Interest Rate Swap Agreement as amended, modified and/or supplemented being hereinafter referred to as the "2017 Interest Rate Swap Agreement") which in the judgment of the County is designed to manage interest rate risk or interest cost of the County on the Bonds and will assist the County in managing the interest rate risk or interest cost of the County; and

WHEREAS, the Interest Rate Management Plan contains recommendations relating to the process for selecting a counterparty and awarding an interest rate management agreement, and the County has determined that it is in its best financial interest to enter into a negotiated interest rate management pursuant to the 2017 Interest Rate Swap Agreement with the Counterparty with respect to the Bonds; and

WHEREAS, the Interest Rate Management Plan and other materials provided to the County by the Financial Advisor and the Counterparty have identified and disclosed the risks inherent in the contemplated transaction, and the County recognizes that implementation of such transaction may result in exposure of the County to risks such as but not limited to: interest rate, counterparty credit, yield curve, termination, basis, credit, rollover, tax, market access, liquidity/remarketing and amortization.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the County of Lackawanna, Pennsylvania, in lawful session duly assembled, as follows:

Section 1. Pursuant to the provisions of this Ordinance, the Board hereby authorizes and directs the issuance of one or more series of general obligation bonds in the aggregate principal amount not to exceed Seventy Million Dollars (\$70,000,000) to be designated generally as "County of Lackawanna, Pennsylvania, General Obligation Bonds, Series of 2017", or such other name or designation including the appropriate designation of the series and year such Bonds are issued as shall be selected by the Chairman or Vice Chairman of the Board upon delivery of the definitive Bonds in accordance with this Ordinance. The Bonds shall be issued and sold in accordance with the provisions of the Act by private sale by negotiation. In connection therewith, the Board hereby finds and determines that a private sale by negotiation is in the best financial interests of the County.

Section 2. The Board determines that the debt to be incurred pursuant to this Ordinance, which will be evidenced by the Bonds, shall be nonelectoral debt of the County.

Section 3. A brief description of the project (the "Project") to be funded with the proceeds of the Bonds is as follows: (1) currently refunding the Refunded 2007B Bonds, (2) advance refunding the Refunded 2010B Bonds, and (3) paying the costs and issuance of the issuance of the Bonds.

The remaining realistic estimated useful lives of the capital projects that were refinanced by the proceeds of the 2007B Bonds which are to be refinanced by a portion of the proceeds of the Bonds are at least 15 years. It is hereby certified that an aggregate principal amount of the Bonds at least equal to the realistic estimated cost of each such capital project shall mature prior to the end of the useful life of such project.

The remaining realistic estimated useful lives of the capital projects that were refinanced by the proceeds of the 2010B Bonds which are to be refinanced by a portion of the proceeds of the Bonds are at least 20 years. It is hereby certified that an aggregate principal amount of the Bonds at least equal to the realistic estimated cost of each such capital project shall mature prior to the end of the useful life of such project.

Stated installments of maturities of principal of the Bonds will not be deferred beyond the later of one year after the estimated date for the completion of the construction portion of the Project or two years from the date of issuance of the Bonds.

The County hereby finds and certifies that realistic cost estimates have been obtained for the costs of the Project from financial analysts, registered architects, professional engineers or

other persons qualified by experience to provide such estimates.

Section 4. In connection with the issuance and sale of the Bonds, the Board of the County, as required by the provisions of the Act, hereby finds, determines and states (a) that the purpose of the current refunding of the Refunded 2007B Bonds is to reduce total debt service over the life of the 2007B Bonds; and (b) that the current refunding of the Refunded 2007B Bonds is authorized and permitted under and pursuant to the provisions of Section 8241 of the Act. The Board further finds and determines that the final maturity date of the Bonds issued to effect the current refunding of the Refunded 2007B Bonds does not extend to a date that could not have been included in the 2007B Bond issue.

The Board hereby authorizes and directs its proper officers, agents and employees to execute all documents and take all actions necessary in connection with accomplishing the current refunding of the Refunded 2007B Bonds, including, but not limited to, providing notice to Manufacturers and Traders Trust Company, Harrisburg, Pennsylvania, as Paying Agent for the Refunded 2007B Bonds, to call the Refunded 2007B Bonds for optional redemption in full on September 15, 2017, or such other date as selected by the Chairman or Vice Chairman of the Board upon delivery of the definitive Bonds in accordance with this Ordinance. In accordance with Section 8246 of the Act, it is the intent of the Board that the Refunded 2007B Bonds shall no longer be outstanding from and after the date of the issuance of the Bonds.

In connection with the issuance and sale of the Bonds, the Board of the County, as required by the provisions of the Act, hereby finds, determines and states (a) that the purpose of the advance refunding of the Refunded 2010B Bonds is to reduce total debt service over the life of the 2010B Bonds; and (b) that the advance refunding of the Refunded 2010B Bonds is authorized and permitted under and pursuant to the provisions of Section 8241 of the Act. The Board further finds and determines that the final maturity date of the Bonds issued to effect the advance refunding of the Refunded 2010B Bonds does not extend to a date that could not have been included in the 2010B Bond issue.

The Board hereby authorizes and directs the Chairman or Vice Chairman of the Board to determine the principal amount of the outstanding 2010B Bonds to be refunded upon delivery of each series of the definitive Bonds in accordance with this Resolution and hereby authorizes and directs its proper officers, agents and employees to execute all documents and take all actions necessary in connection with accomplishing the advance refunding of the Refunded 2010B Bonds, including, but not limited to, providing notice to Community Bank, N.A., previously Community Bank National Association d/b/a First Liberty Bank & Trust, Scranton, Pennsylvania, as Paying Agent for the Refunded 2010B Bonds, to call the Refunded 2010B Bonds for optional redemption in full on September 1, 2020, or such other date as selected by the Chairman or Vice Chairman of the Board upon delivery of the definitive Bonds in accordance with this Ordinance. In accordance with Section 8246 of the Act, it is the intent of the Board that the Refunded 2010B Bonds shall no longer be outstanding from and after the date of the issuance of the Bonds.

Section 5. Subject to the approval of the Department, as required by the provisions of the Act, the Board shall and does hereby accept the proposal of the Purchaser, for the purchase of the Bonds in accordance with the terms and conditions of this Ordinance and the Purchaser's proposal, dated April 19, 2017 (the "Proposal"). The sale of the Bonds shall be for an aggregate purchase price of not less than 96% of the aggregate par amount of the Bonds issued by the County, exclusive of any original issue discount and any original issue premium, plus accrued interest, if any, from the date of the Bonds to the date of delivery thereof. The Chairman or Vice Chairman of the Board is hereby authorized and directed to accept and to execute the Proposal and any supplements, amendments and/or confirmations thereto in the name and on behalf of the County, and Andrew M. Wallace, as

Chief of Staff of the County (the "Chief of Staff"), or the Assistant Chief of Staff of the County is hereby authorized and directed to attest to such acceptance and execution. A copy of the Proposal, as presented to the Board and accepted by this Ordinance, is 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 the County with respect to such bid security, except as provided by the Act. Upon final pricing of each series of the Bonds, the Purchaser will present to the County an addendum or confirmation to the Proposal for each series of the Bonds setting forth the final terms and conditions of each series of the Bonds, including the final principal amount, interest rates, redemption provisions and purchase price for each series of the Bonds (collectively, the "Addendum"). As long as the terms and conditions set forth in the Addendum satisfy the parameters set forth in this Ordinance, the Chairman or Vice Chairman of the Board is hereby authorized and directed to accept and to execute the Addendum in the name and on behalf of the County, and the Chief of Staff or Assistant Chief of Staff of the County is hereby authorized and directed to attest to such acceptance and execution.

Section 6. Each series of the Bonds, when issued, will be a general obligation of the County.

Section 7. Each series of the Bonds shall be fully registered, without coupons, in denominations of \$5,000 or any integral multiple thereof, in substantially the form hereinafter set forth in Section 10. Each series of the Bonds shall be dated and shall bear interest from that date at the applicable rates per annum on the dates (each an "Interest Payment Date"), until maturity or prior redemption, as set forth in the definitive Bonds for such series as delivered to the Purchaser in accordance with the provisions hereof, subject, in each case, to the parameters set forth in Section 8.

Section 8. The Bonds shall bear the maximum rates of interest and shall mature, whether by maturity or mandatory sinking fund redemption, on the dates and in the maximum amounts as set forth on Exhibit B attached hereto.

Each series of the Bonds shall be issued in such aggregate principal amounts among series, as serial bonds or term bonds and shall be subject to optional and mandatory sinking fund redemption as set forth in the definitive Bonds as delivered to the Purchaser in accordance with the provisions hereof and the delivery instructions of the Purchaser; provided however that the interest rates on the Bonds, and any serial maturities or mandatory sinking fund redemption amounts shall be within the parameters set forth on Exhibit B.

In lieu of such mandatory redemption, the Paying Agent, on behalf of the County, may purchase, from money in the hereinafter-defined Sinking Funds, or the County may tender to the Paying Agent, all or part of the Bonds subject to mandatory redemption in any such year.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, such Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the event of a partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of the same series and of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

Any redemption of Bonds shall be upon notice effected by mailing a copy of the redemption notice by first-class mail, postage prepaid, such notice to be sent not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, addressed to the registered owners of Bonds to be redeemed at their addresses shown on the registration books kept by the

Paying Agent (hereinafter defined) as of the date the Bonds are selected for redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

If at the time of mailing of the notice of redemption the County shall not have deposited with the Paying Agent moneys sufficient to redeem all of the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent no later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by such Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under this Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to remain closed, then the payment of such principal and interest upon such redemption 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 day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

Section 9. The proper officers of the County are hereby authorized, empowered and directed to contract with The Fidelity Deposit and Discount Bank, Dunmore, Pennsylvania, as paying agent, or such other paying agent which shall be a bank or bank and trust company authorized to do business in the Commonwealth, as may be selected by the Chairman or Vice Chairman of the Board upon delivery of each series of the definitive Bonds in accordance with this Ordinance (any such paying agent selected in accordance with this Section 9 being hereinafter referred to as the "Paying Agent"), 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. Payment of the principal of and interest on the Bonds shall be made, when due, in accordance with the provisions of the Bonds, at the corporate trust office of the Paying Agent in lawful money of the United States of America.

Section 10. Each series of the Bonds shall be in substantially the form set forth in Exhibit C hereto. The form of the Bonds as submitted to the County is hereby approved in substantially such form, with such changes, insertions and variations as are necessary or appropriate to reflect the final terms, including, but not limited to, series designation, interest rates, principal amounts, the name or designation and the final redemption provisions, of the Bonds as specified to the County in the delivery instructions of the Purchaser and such other changes as the Chairman or Vice Chairman of the Board may approve upon advice of counsel to the County, such approval to be evidenced by such officer's execution and delivery of the Bonds.

Section 11. The Bonds shall be executed in the name and on behalf of the County by the true or facsimile signature of at least two members of the Board and the true or facsimile official seal of the County shall be affixed thereunto, duly attested by the true or facsimile signature of the Chief of Staff or Assistant Chief of Staff of the County. Said officers are authorized and directed to execute and attest the Bonds. The execution and delivery of the Bonds in accordance with Section 10 hereof shall constitute conclusive proof of the approval of the final terms and provisions of the Bonds by the County.

No Bond constituting one of the Bonds shall be entitled to any benefit under this

Ordinance nor shall it be valid, obligatory or enforceable for any purpose until such Bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

Each series of the Bonds shall initially be issued in the form of one fully-registered Bond for the aggregate principal amount of the Bonds of each maturity, which Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). The Bonds issued in the name of Cede & Co. in accordance with the provisions of this Section may be issued in typewritten form satisfactory to DTC. Except as provided below all of the Bonds shall be registered in the registration books kept by the Paying Agent in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the County or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books maintained by the Paying Agent, in connection with discontinuing the book-entry system as below or otherwise.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price, if any, or interest on such Bonds shall be made to DTC or its nominee. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the County or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid.

The County and the Paying Agent shall treat DTC (or its nominee) as the sole and exclusive registered owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of the Bonds, registering the transfer of the Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for all other purposes whatsoever; and neither the County nor the Paying Agent shall be affected by any notice to the contrary. Neither the County nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Paying Agent as being a registered owner, with respect to: (1) the Bonds; (2) the accuracy of any records maintained by DTC or any such participant; (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds; (4) any notice which is permitted or required to be given to registered owners of the Bonds; (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as the registered owner of the Bonds.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the registered owners of the Bonds under this Ordinance shall be given to DTC.

In connection with any notice or other communication to be provided to registered owners of the Bonds pursuant to this Ordinance by the County or the Paying Agent with respect to any consent or other action to be taken by registered owners of the Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the County or the Paying Agent may establish a special record date for such consent or other action. The County or the Paying Agent shall give DTC notice of such special record date not less than 10 calendar days in advance of such special record date to the extent possible.

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

Section 12. The County covenants to and with the registered owners from time to time of the Bonds that the County (i) shall include in its budget in each fiscal year the amount of the debt service for each fiscal year of the County 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 Bonds for such year, and (iii) shall duly and punctually pay or cause to be paid from its Sinking Funds or any other of its revenues or funds the principal amount of the Bonds 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, the County shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in Section 8104 of the Act, the foregoing covenant of the County shall be enforceable specifically.

Section 13. The County hereby covenants to create and there is hereby created, pursuant to Section 8221 of the Act, a sinking fund for each series of the Bonds issued, each such sinking fund to be known as "Sinking Fund – County of Lackawanna, Pennsylvania, General Obligation Bonds, Series of 2017" (collectively, the "Sinking Funds"), or such other name or designation to coincide with the series of Bonds issued, the name of the Bonds and the series and year issued as selected by the proper officers of the County, which such Sinking Fund shall be established with the Paying Agent and administered in accordance with applicable provisions of the Act and this Ordinance.

Section 14. The Paying Agent shall be the "sinking fund depository" with respect to the Sinking Funds created pursuant to Section 13. The County covenants and agrees to deposit in the Sinking Funds, on or before each Interest Payment Date, an amount which shall be sufficient to permit the Paying Agent to pay on such Interest Payment Date all principal and accrued interest becoming due with respect to the Bonds. After such deposit, the Paying Agent shall, without further authorization or direction from the County or any of its officials, upon proper and timely presentation, execution and surrender of the Bonds, with respect to the payment of principal of the Bonds, or at the Interest Payment Date, with respect to the payment of interest on the Bonds, withdraw moneys from the Sinking Funds and apply such moneys to the prompt and full payment of such obligations in accordance with the terms thereof, the terms and conditions of this Ordinance and the provisions of the Act.

Section 15. Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication of such Bonds, unless (a) such Bonds are registered and authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from said Interest Payment Date; or (b) the Bonds are registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Bonds shall bear interest from such Interest Payment Date, or (c) the Bonds are registered and authenticated on or prior to the Record Date preceding the first Interest Payment Date, in which event such Bonds shall bear interest from the dated date thereof, or (d) as shown by the records of the Paying Agent, interest on such Bonds shall be in default, in which event such Bonds shall bear interest from the date on which interest was last paid on such Bonds. Interest shall be paid as set forth in the definitive Bonds, until the principal sum is paid. Interest on the Bonds is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date or such other day approved by the Chairman or Vice Chairman of the Board upon delivery of each series of the definitive Bonds in accordance with this Ordinance (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the County 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 the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of the Bonds not less than ten (10) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing or such other day approved by the Chairman or Vice Chairman of the Board upon delivery of each series of the definitive Bonds in accordance with this Ordinance.

If the date for payment of the principal of or the interest on any Bonds 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 remain closed, then the payment of such principal or interest 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 on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the on the nominal date of redemption, and no interest shall accrue after such date. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

The County and the Paying Agent shall not be required: (i) to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any Bond selected for redemption, in whole or in part until after the date fixed for redemption. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same series, maturity and interest rate.

The Bonds 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 Bonds in the registration books of the County maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees new fully registered Bonds of authorized denominations of the same series and maturity for the aggregate amount which the transferee or transferees are entitled to receive at the earliest practicable time.

The County and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered on the registration books of the County maintained by the Paying Agent as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of and/or interest on the Bonds 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 Bonds provided. All such payments shall be valid and effectual to satisfy in full and discharge the liability of the County upon the Bonds so paid, to the extent of the sum or sums so paid, and neither the County nor the Paying Agent shall be affected by any notice to the contrary.

The County 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 Bonds in the manner provided herein and therein so long as the Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

Section 16. If necessary, the County hereby approves the execution of one or more investment agreements, the purchase of certain U.S. Treasury obligations or any other securities or investments (the "Investments") for investment of the proceeds of the Bonds and the refunding of the Prior Bonds. The County hereby authorizes and directs the Chairman or Vice Chairman of the Board to execute and the Chief of Staff or Assistant Chief of Staff of the County to attest, any investment agreement on behalf of the County, in the form approved by John J. Brazil, Jr., Esquire, as Solicitor to the County (the "Solicitor"), and Bond Counsel to the County. The Investments shall be limited to those authorized under law for proceeds of the Bonds.

Section 17. The Chairman or Vice Chairman of the Board or the Chief of Staff or Assistant Chief of Staff of the County, and, if applicable, their duly qualified respective successors, are each hereby authorized and directed, in the name and on behalf of the County:

(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 Bonds, including the debt statement and borrowing base certificate; (c) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; (d) to pay or cause to be paid from proceeds of the Bonds or otherwise, all costs and expenses incurred by the County in connection with the issuance of the Bonds; (e) to advertise the enactment of this Ordinance, as required by the Act; and (f) 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 Bonds, to the extent not inconsistent with this Ordinance or applicable law.

The Chairman or Vice Chairman of the Board or the Chief of Staff or Assistant Chief of Staff of the County and, if applicable, their duly qualified respective successors, are each authorized and directed, if necessary or desirable, to cause to be prepared and filed with the Department appropriate statements required by Section 8026 of the Act which are necessary to qualify the nonelectoral or lease rental debt of the County, which is subject to exclusion of self-liquidating or subsidized debt, for exclusion from the appropriate debt limits of the County as self-liquidating or subsidized debt.

Section 18. It is hereby declared that the debt to be evidenced by the Bonds, together with all other indebtedness of the County, is not in excess of any applicable limitation imposed by the Act upon the incurring of debt by the County.

Section 19. The proper officers of the County are hereby authorized and directed to deliver the Bonds to the Purchaser, upon due registration and authentication thereof as provided for herein, 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 20. The County covenants to and with the registered owners of the Bonds that it will make no use of the proceeds of such issue or do or suffer any other action which, if such use or action had been reasonably expected on the date of issue of such Bonds, would cause such Bonds to be "arbitrage bonds" or "private activity bonds" as those terms are defined in Section 148 and Section 141 of the Internal Revenue Code of 1986, as amended (the "Code") and the applicable regulations thereunder. The County further covenants that it will comply with the requirements of such Section 148 and Section 141 and with the regulations thereunder throughout the term of this issue. In addition, the Chairman or Vice Chairman of the Board, being the official(s) responsible for issuing the Bonds, attested by the Chief of Staff or Assistant Chief of Staff of the County, are hereby authorized and directed to execute and deliver, in the name and on behalf of the County, any and all documents or other instruments which Bond Counsel may reasonably request in connection with the providing of its opinion that the Bonds are not "arbitrage bonds" or "private activity bonds" within the meanings of Section 148 and Section 141 of the Code and the regulations promulgated thereunder, including, without limitation, a certificate dated the date of issuance and delivery of the Bonds, which certificate shall set forth the reasonable expectations of the County as to the amount and use of the proceeds of the Bonds.

Section 21. With respect to each series of the Bonds, if determined to be advantageous to the County by the Chairman or Vice Chairman of the Board, the Board hereby authorizes and directs the purchase of a municipal bond insurance policy (the "Municipal Bond Insurance Policy") to be issued by a municipal bond insurer (the "Insurer") acceptable to the Purchaser and the Chairman or Vice Chairman of the Board insuring the payment when due of the principal of and interest on such series of the Bonds as provided therein. Proper officers of the County are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, including the payment of the premium thereof.

The Chairman or Vice Chairman of the Board and the Chief of Staff or Assistant Chief of Staff of the County are hereby authorized and directed to execute any and all insurance agreements and certificates with or for the benefit of the Insurer as may be necessary regarding the issuance of the Bonds and the delivery of the Municipal Bond Insurance Policy and acceptable to such officers executing the same.

Section 22. If necessary, on the date of delivery of the Bonds, to the extent required for a lawful defeasance of the Refunded 2007B Bonds, the proper officers of the County are hereby authorized, empowered and directed to execute, attest and deliver the 2007B Bonds Escrow Agreement in the form approved by such officers with the advice of the Solicitor to the County. The 2007B Bonds Escrow Agreement shall provide for, among other things, the following: (i) a certification to the 2007B Bonds Escrow Agent of the amount required to pay the principal of, premium, if any, and interest on, the Refunded 2007B Bonds, (ii) the deposit with the 2007B Bonds Escrow Agent of an amount which, when taken together with the interest to be earned thereon, will be in the amount necessary to pay the principal of, premium, if any, and interest on the Refunded 2007B Bonds maturing on or after September 15, 2017, the date fixed for the redemption thereof, or such other date as selected by the Chairman or Vice Chairman of the Board, (iii) the investment of the amounts deposited with and held by the 2007B Bonds Escrow Agent, (iv) a direction to the 2007B Bonds Escrow Agent to cause notice of redemption to be given to the holders of the Refunded 2007B Bonds, and (v) the irrevocable pledge and escrow of, and grant of a security interest in favor of the 2007B Bonds Escrow Agent of all investments held by it pursuant to the 2007B Bonds Escrow Agreement.

The County hereby authorizes and directs the proper officers, agents and employees to execute any and all other documents and to take any and all action necessary in connection with the Project to cause the Refunded 2007B Bonds to "no longer be deemed to be outstanding" as of the date of delivery of the Bonds, within the meaning and for the purposes of Section 8250 of the Act and to pay the principal of and interest due on the Refunded 2007B Bonds when due.

If necessary, on the date of delivery of the Bonds, to the extent required for a lawful defeasance of the Refunded 2010B Bonds, the proper officers of the County are hereby authorized, empowered and directed to execute, attest and deliver the 2010B Bonds Escrow Agreement in the form approved by such officers with the advice of the Solicitor to the County. The 2010B Bonds Escrow Agreement shall provide for, among other things, the following: (i) a certification to the 2010B Bonds Escrow Agent of the amount required to pay the principal of, premium, if any, and interest on, the Refunded 2010B Bonds, (ii) the deposit with the 2010B Bonds Escrow Agent of an amount which, when taken together with the interest to be earned thereon, will be in the amount necessary to pay the principal of, premium, if any, and interest on the Refunded 2010B Bonds maturing on or after September 1, 2020, the date fixed for the redemption thereof, or such other

date as selected by the Chairman or Vice Chairman of the Board, (iii) the investment of the amounts deposited with and held by the 2010B Bonds Escrow Agent, (iv) a direction to the 2010B Bonds Escrow Agent to cause notice of redemption to be given to the holders of the Refunded 2010B Bonds, and (v) the irrevocable pledge and escrow of, and grant of a security interest in favor of the 2010B Bonds Escrow Agent of all investments held by it pursuant to the 2010B Bonds Escrow Agreement.

The County hereby authorizes and directs the proper officers, agents and employees to execute any and all other documents and to take any and all action necessary in connection with the Project to cause the Refunded 2010B Bonds to "no longer be deemed to be outstanding" as of the date of delivery of the Bonds, within the meaning and for the purposes of Section 8250 of the Act and to pay the principal of and interest due on the Refunded 2010B Bonds when due.

Section 23. Actions relating to the Interest Rate Management Plan and the 2017 Interest Rate Swap Agreement.

(a) Appointment of Financial Advisor; Adoption of the Interest Rate Management Plan. In accordance with the purposes and objectives of the Act, the County hereby adopts and approves the Interest Rate Management Plan prepared and recommended by the Financial Advisor attached hereto as Appendix I, subject to such modifications from time to time as the Chairman or Vice Chairman of the Board, the County's Financial Advisor and counsel to the County shall approve. The County hereby approves and authorizes the use of the process for selecting a counterparty, and awarding the 2017 Interest Rate Swap Agreement, set forth in the Interest Rate Management Plan. The Financial Advisor is hereby determined to be independent as contemplated by the Act. The County hereby reappoints Financial S&Lutions LLC as its financial advisor and as its "qualified independent representative" for purposes of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder (collectively, the "Dodd-Frank Act").

(b) Authorization of the 2017 Interest Rate Swap Agreement. In order to manage interest costs of the County related to the Bonds, the authorized officers of the County as set forth in (c) below are hereby authorized to execute and deliver the 2017 Interest Rate Swap Agreement, the substantial form of which is attached hereto as Appendix II. The substantial form of the 2017 Interest Rate Swap Agreement is hereby approved with the principal changes from the Original Interest Rate Swap Agreement being reference changes from the 2010B Bonds to the Bonds and the addition of provisions related to the Dodd-Frank Act; provided that, with respect to the Bonds: (i) the notional amount subject to the 2017 Interest Rate Swap Agreement shall not exceed the then outstanding principal amount of the Bonds, (ii) the term of the 2017 Interest Rate Swap Agreement shall be no later than the latest maturity date for the Bonds, (iii) the 2017 Interest Rate Swap Agreement shall obligate the County to pay the amount equal to 100% of the USD-SIFMA Municipal Swap Index, plus a fixed spread to be determined by the Financial Advisor to be fair and reasonable at the time of final pricing of the 2017 Interest Rate Swap Agreement, multiplied by the notional amount of the swap at the time in question, at the times and in the manner set forth in the 2017 Interest Rate Swap Agreement or such other interest rate or method of calculation determined by the Financial Advisor to be fair and reasonable at the time of pricing of the 2017 Interest Rate Swap Agreement, (iv) the 2017 Interest Rate Swap Agreement shall obligate the Counterparty to pay sixty-eight percent (68%) of USD-LIBOR-BBA index having a

three month maturity, plus a fixed spread to be determined by the Financial Advisor to be fair and reasonable at the time of final pricing of the 2017 Interest Rate Swap Agreement, multiplied by the notional amount of the swap at the time in question, at the times and in the manner set forth in the 2017 Interest Rate Swap Agreement or such other interest rate or method of calculation determined by the Financial Advisor to be fair and reasonable at the time of pricing of the 2017 Interest Rate Swap Agreement, and (v) both parties may be required to make certain additional payments (including termination payments) to the extent required under the 2017 Interest Rate Swap Agreement, however periodic scheduled payments payable by the County under the 2017 Interest Rate Swap Agreement and debt service payable by the County on the Bonds shall be senior in right and priority of payment to termination payments due under the 2017 Interest Rate Swap Agreement.

(c) Execution and Delivery of the 2017 Interest Rate Swap Agreement. The Chairman or Vice Chairman of the Board is hereby authorized to execute the 2017 Interest Rate Swap Agreement by manual or facsimile signature; the Chief of Staff or Assistant Chief of Staff of the County is hereby authorized to attest by manual or facsimile signature and to affix the seal of the County on the 2017 Interest Rate Swap Agreement (which is hereby authorized to be impressed or imprinted on the 2017 Interest Rate Swap Agreement); and following such execution, the officers of the County are hereby authorized to deliver, or to cause to be delivered, the 2017 Interest Rate Swap Agreement.

The 2017 Interest Rate Swap Agreement will be a general obligation of the County. The County hereby covenants that it shall include the amount of periodic scheduled payments due thereunder for each fiscal year in which such sums are payable in its budget for that year and shall, unless otherwise paid, include the amount of any termination payments due thereunder, for which revenues are not otherwise available in the fiscal year in which such termination payment is due, in its budget for the fiscal year immediately succeeding the fiscal year in which a termination occurs; shall appropriate such amounts from its general revenues to the payment of such payments; and shall duly and punctually pay or cause to be paid the payments on the dates and places and in the manner stated in the 2017 Interest Rate Swap Agreement according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment of periodic scheduled payments, the full faith, credit and taxing power of the County is hereby irrevocably pledged. Periodic scheduled payments payable by the County under the 2017 Interest Rate Swap Agreement and debt service payable by the County on the Bonds shall be equally and ratably payable and secured by the County's covenants under this paragraph to budget and appropriate funds and the County's pledge under this paragraph of its full faith, credit and taxing power.

The maximum and estimated scheduled payment amounts which the County hereby covenants to pay in connection with the 2017 Interest Rate Swap Agreement are set forth in Schedule I attached hereto.

Attached hereto as Schedule II is the maximum combined obligations of the County with respect to the Bonds (with interest calculated at the maximum rate payable on the Bonds) taking into account the 2017 Interest Rate Swap Agreement and the Bonds, assuming that the maximum rate on the 2017 Interest Rate Swap Agreement is in effect, but excluding the amount of any termination payment.

(d) Authorization of Private Sale By Negotiation. In compliance with Section 8281(e) of the Act, the members of the Board, in consultation with the Financial Advisor to the County have determined that a private sale by negotiation rather than public sale is in the best financial interest of the County. The 2017 Interest Rate Swap Agreement shall be awarded to the Counterparty subject to the requirements of this Ordinance and the Interest Rate Management Plan; provided that the proceedings have been filed with the Department of Community and Economic Development in accordance with paragraph (g) below. The award of the 2017 Interest Rate Swap Agreement at a private sale by negotiation in accordance with the other terms and conditions set forth in this Ordinance, is hereby deemed to be in the best financial interest of the County and is hereby approved.

(e) Execution and Delivery of Documents. In addition to the authorization contained in Section 23(c) hereof, the Chairman or Vice Chairman of the Board is hereby authorized to execute and deliver, in the name of the County and on its behalf, the following documents and to approve the final form and substance thereof, and any amendments or supplements thereto before or after the initial execution and delivery thereof, and to approve the exact notional amount, term and interest rates and interest calculation methods under the 2017 Interest Rate Swap Agreement (subject to Section 23(b) above), such approvals to be conclusively evidenced by the execution thereof, and the Chief of Staff or Assistant Chief of Staff of the County is hereby authorized to affix to all of the following documents the seal of the County and to attest to the same:

- (i) The 2017 Interest Rate Swap Agreement; and
- (ii) Such other documents, agreements, instruments and certifications, as the executing officers determine to be reasonable and appropriate to provide for the 2017 Interest Rate Swap Agreement as authorized by this Ordinance.

Copies of the foregoing documents, together with the other documents relating to the transactions authorized hereby, in final form as executed and delivered by the parties thereto, shall be filed in the official records of the County.

(f) Dating of 2017 Interest Rate Swap Agreement. The 2017 Interest Rate Swap Agreement and other documents are presently expected to be dated as of their date of execution at any time after the filing of the proceedings with the Department of Community and Economic Development. The Chairman or Vice Chairman of the Board with the advice of the Financial Advisor and counsel to the County, is hereby authorized and directed to approve in his/her sole discretion the dates and the final pricing, terms and provisions of the 2017 Interest Rate Swap Agreement and all such other documents, such approval to be conclusively evidenced by the execution of the 2017 Interest Rate Swap Agreement and such other documents by the Authority.

(g) Debt Act Proceedings.

The Chairman or Vice Chairman of the Board or the Chief of Staff or Assistant Chief of Staff of the County are each authorized and directed to prepare or cause to be prepared,

verify and file the proceedings required by Section 8284 of the Act, and to take other necessary action.

The action of the proper officers and the advertising of a summary of this Ordinance as required by law in a newspaper of general circulation, is hereby ratified and confirmed, and approved. The advertisement by the Chief of Staff of the County in said paper of the enactment of this Ordinance is hereby directed within fifteen (15) days following the day of final enactment.

Section 24. The proper officers of the County are hereby authorized to execute the Continuing Disclosure Certificate (hereinafter defined) on behalf of the County and the County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Ordinance, failure of the County to comply with the Continuing Disclosure Certificate shall not be considered an event of default hereunder or on the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this Section.

As used herein, the term "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate to be executed by the County in order to comply with Securities and Exchange Commission Rule 15c2-12, and dated the date of issuance and delivery of each series of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

As used herein, the term "Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries).

Section 25. The Board hereby approves the preparation, use and distribution of one or more Preliminary Official Statements by the Purchaser in connection with the marketing of each series of the Bonds. The Chairman or Vice Chairman of the Board and the Chief of Staff or Assistant Chief of Staff of the County are hereby authorized to execute and approve one or more final Official Statements relating to each series of the Bonds and any amendments or supplements to the same, provided that the final Official Statement and any amendment and/or supplement shall have been approved by counsel to the County. The Purchaser is hereby authorized to use the final Official Statement (and any amendment or supplement thereto) in connection with the sale of the Bonds.

Section 26. The County hereby appoints and engages Stevens & Lee, P.C., to act as Bond Counsel and Special Swap Counsel to the County and hereby reappoints Financial S&Lutions LLC to act as Financial Advisor to the County in connection with the issuance of the Bonds and to facilitate the intent of this Ordinance.

Section 27. All expenses incurred in connection with issuance of the Bonds shall be paid out of the proceeds derived from the issuance of the Bonds and the Chairman or Vice Chairman of the Board are authorized to approve requests for payment of such expenses and to pay such expenses.

Section 28. The officers and officials of the County are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the Bonds, all in accordance with this Ordinance.

Section 29. The proper officers of the County are hereby authorized, jointly and severally, to do any and all other things necessary to effectuate the issuance, execution, delivery and sale of the Bonds and the financing of the Project, including the execution and delivery of any and all additional documents, representations, declarations, loan agreements, reimbursement agreements, security agreements, promissory notes, intercreditor agreements, derivative and/or interest rate management agreements, derivative and/or interest rate management termination agreements, escrow agreements, assignments, financing statements, certificates, authorizations, contracts, agreements, insurance binders and other papers as may be necessary to effectuate any of the foregoing, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the County.

Section 30. 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 the County that the remainder of this Ordinance shall remain in full force and effect.

Section 31. All ordinances or parts of ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

Section 32. This Ordinance shall be effective in accordance with Section 8003 of the Act.

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DULY ENACTED AND ORDAINED, THIS 19TH DAY OF APRIL, 2017, BY
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LACKAWANNA,
PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

COUNTY OF LACKAWANNA,
PENNSYLVANIA


PATRICK M. O'MALLEY, CHAIRMAN


LAUREEN A. CUMMINGS, VICE CHAIRMAN


JERRY NOTARIANNI, COMMISSIONER

ATTEST:


ANDREW M. WALLACE, CHIEF OF STAFF

(SEAL)

Approved as to form and legality:


JOHN J. BRAZIL, JR., ESQUIRE
COUNTY SOLICITOR

EXHIBIT A
REFUNDED 2010B BONDS

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BONDS, SERIES B OF 2010

OUTSTANDING DEBT SERVICE REQUIREMENTS TO BE REFUNDED

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
1-Mar-17					
1-Sep-17	60,000.00	2.8500%	879,198.75	939,198.75	939,198.75
1-Mar-18	-		878,343.75	878,343.75	-
1-Sep-18	30,000.00	3.1500%	878,343.75	908,343.75	1,786,687.50
1-Mar-19	-		877,871.25	877,871.25	-
1-Sep-19	30,000.00	3.3750%	877,871.25	907,871.25	1,785,742.50
1-Mar-20	-		877,365.00	877,365.00	-
1-Sep-20	30,000.00	3.6000%	877,365.00	907,365.00	1,784,730.00
1-Mar-21	-		876,825.00	876,825.00	-
1-Sep-21	30,000.00	3.7000%	876,825.00	906,825.00	1,783,650.00
1-Mar-22	-		876,270.00	876,270.00	-
1-Sep-22	930,000.00	3.8000%	876,270.00	1,806,270.00	2,682,540.00
1-Mar-23	-		858,600.00	858,600.00	-
1-Sep-23	1,515,000.00	4.0000%	858,600.00	2,373,600.00	3,232,200.00
1-Mar-24	-		828,300.00	828,300.00	-
1-Sep-24	1,900,000.00	4.0000%	828,300.00	2,728,300.00	3,556,600.00
1-Mar-25	-		790,300.00	790,300.00	-
1-Sep-25	1,940,000.00	4.0000%	790,300.00	2,730,300.00	3,520,600.00
1-Mar-26	-		751,500.00	751,500.00	-
1-Sep-26	1,975,000.00	5.0000%	751,500.00	2,726,500.00	3,478,000.00
1-Mar-27	-		702,125.00	702,125.00	-
1-Sep-27	2,035,000.00	5.0000%	702,125.00	2,737,125.00	3,439,250.00
1-Mar-28	-		651,250.00	651,250.00	-
1-Sep-28	2,065,000.00	5.0000%	651,250.00	2,716,250.00	3,367,500.00
1-Mar-29	-		599,625.00	599,625.00	-
1-Sep-29	2,120,000.00	5.0000%	599,625.00	2,719,625.00	3,319,250.00
1-Mar-30	-		546,625.00	546,625.00	-
1-Sep-30	3,290,000.00	5.0000%	546,625.00	3,836,625.00	4,383,250.00
1-Mar-31	-		464,375.00	464,375.00	-
1-Sep-31	3,400,000.00	5.0000%	464,375.00	3,864,375.00	4,328,750.00
1-Mar-32	-		379,375.00	379,375.00	-
1-Sep-32	3,525,000.00	5.0000%	379,375.00	3,904,375.00	4,283,750.00
1-Mar-33	-		291,250.00	291,250.00	-
1-Sep-33	3,645,000.00	5.0000%	291,250.00	3,936,250.00	4,227,500.00
1-Mar-34	-		200,125.00	200,125.00	-
1-Sep-34	3,770,000.00	5.0000%	200,125.00	3,970,125.00	4,170,250.00
1-Mar-35	-		105,875.00	105,875.00	-
1-Sep-35	4,235,000.00	5.0000%	105,875.00	4,340,875.00	4,446,750.00
	36,525,000.00		23,991,198.75	60,516,198.75	60,516,198.75

EXHIBIT B

MAXIMUM DEBT SERVICE SCHEDULE

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BONDS, SERIES OF 2017

MAXIMUM DEBT SERVICE REQUIREMENTS

DATE	MAXIMUM PRINCIPAL	MAXIMUM RATE	MAXIMUM INTEREST	MAXIMUM DEBT SERVICE	MAX FISCAL YEAR DEBT SERVICE
15-Jun-17					
1-Sep-17	1,050,000.00	5.0000%	738,888.89	1,788,888.89	1,788,888.89
1-Mar-18	-		1,723,750.00	1,723,750.00	-
1-Sep-18	275,000.00	5.0000%	1,723,750.00	1,998,750.00	3,722,500.00
1-Mar-19	-		1,716,875.00	1,716,875.00	-
1-Sep-19	275,000.00	5.0000%	1,716,875.00	1,991,875.00	3,708,750.00
1-Mar-20	-		1,710,000.00	1,710,000.00	-
1-Sep-20	395,000.00	5.0000%	1,710,000.00	2,105,000.00	3,815,000.00
1-Mar-21	-		1,700,125.00	1,700,125.00	-
1-Sep-21	1,030,000.00	5.0000%	1,700,125.00	2,730,125.00	4,430,250.00
1-Mar-22	-		1,674,375.00	1,674,375.00	-
1-Sep-22	2,810,000.00	5.0000%	1,674,375.00	4,484,375.00	6,158,750.00
1-Mar-23	-		1,604,125.00	1,604,125.00	-
1-Sep-23	4,490,000.00	5.0000%	1,604,125.00	6,094,125.00	7,698,250.00
1-Mar-24	-		1,491,875.00	1,491,875.00	-
1-Sep-24	4,965,000.00	5.0000%	1,491,875.00	6,456,875.00	7,948,750.00
1-Mar-25	-		1,367,750.00	1,367,750.00	-
1-Sep-25	5,135,000.00	5.0000%	1,367,750.00	6,502,750.00	7,870,500.00
1-Mar-26	-		1,239,375.00	1,239,375.00	-
1-Sep-26	5,310,000.00	5.0000%	1,239,375.00	6,549,375.00	7,788,750.00
1-Mar-27	-		1,106,625.00	1,106,625.00	-
1-Sep-27	5,500,000.00	5.0000%	1,106,625.00	6,606,625.00	7,713,250.00
1-Mar-28	-		969,125.00	969,125.00	-
1-Sep-28	5,570,000.00	5.0000%	969,125.00	6,539,125.00	7,508,250.00
1-Mar-29	-		829,875.00	829,875.00	-
1-Sep-29	5,670,000.00	5.0000%	829,875.00	6,499,875.00	7,329,750.00
1-Mar-30	-		688,125.00	688,125.00	-
1-Sep-30	4,340,000.00	5.0000%	688,125.00	5,028,125.00	5,716,250.00
1-Mar-31	-		579,625.00	579,625.00	-
1-Sep-31	4,410,000.00	5.0000%	579,625.00	4,989,625.00	5,569,250.00
1-Mar-32	-		469,375.00	469,375.00	-
1-Sep-32	4,490,000.00	5.0000%	469,375.00	4,959,375.00	5,428,750.00
1-Mar-33	-		357,125.00	357,125.00	-
1-Sep-33	4,565,000.00	5.0000%	357,125.00	4,922,125.00	5,279,250.00
1-Mar-34	-		243,000.00	243,000.00	-
1-Sep-34	4,650,000.00	5.0000%	243,000.00	4,893,000.00	5,136,000.00
1-Mar-35	-		126,750.00	126,750.00	-
1-Sep-35	5,070,000.00	5.0000%	126,750.00	5,196,750.00	5,323,500.00
	70,000,000.00		39,934,638.89	109,934,638.89	109,934,638.89

EXHIBIT C
(FORM OF BOND)

REGISTERED
NUMBER R-__

REGISTERED
\$ _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company ("DTC"), a New York corporation, to the County or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

COUNTY OF LACKAWANNA, PENNSYLVANIA

GENERAL OBLIGATION BOND, SERIES [A/B] OF 201[7]

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE OF SERIES</u>	<u>CUSIP</u>
	_____, _____	_____, 2017	
REGISTERED OWNER	CEDE & CO.		
PRINCIPAL AMOUNT	\$ _____		

KNOW ALL MEN BY THESE PRESENTS, that the County of Lackawanna, Pennsylvania (the "County"), a county existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), for value received, hereby acknowledges itself to be indebted and promises to pay to the order of the Registered Owner hereof, or registered assigns, on the maturity date stated hereon (or upon prior redemption, as hereinafter provided), upon presentation and surrender hereof, the Principal Amount shown above and to pay semiannually on _____ and _____ of each year prior to maturity or redemption (each an "Interest Payment Date"), beginning on _____, _____, to the registered owner hereof, interest on such principal sum, at the rate per annum stated hereon, from the Interest Payment Date next preceding the date of registration and authentication of this County of Lackawanna, Pennsylvania, General Obligation Bond, Series [A/B] of 201[7] (the "Bond"), unless (a) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date, or (c) this Bond is registered and authenticated on or prior to the Record Date preceding

_____, _____, in which event such Bond shall bear interest from _____, 2017, or (d) as shown by the records of The Fidelity Deposit and Discount Bank, as paying agent, at its offices located in Dunmore, Pennsylvania, or its successor (the "Paying Agent"), interest on such Bond shall be in default, in which event such Bond shall bear interest from the date on which interest was last paid on such Bond. Interest on each Bond is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such Interest Payment Date, unless the County 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 the Bond 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 to the registered owners of Bonds (hereinafter defined) not less than ten (10) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

Whenever the due date for payment of interest on or principal of the Bonds or the date fixed for redemption of any Bonds 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 remain closed, 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 banks are authorized by law or executive order to remain closed, with the same force and effect as if made on the due date for payment of principal or interest or redemption price and no interest shall accrue thereon for any period after such due date.

This Bond is one of a series of bonds of the County known generally as "County of Lackawanna, Pennsylvania, General Obligation Bonds, Series [A/B] of 201[7]," dated _____, 201[7] (the "Bonds"), issued by the County in the aggregate principal amount of _____ Dollars (\$_____).

The Bonds are in fully registered form, without coupons, and have been authorized and issued in accordance with the Local Government Unit Debt Act of the Commonwealth (the "Act"), without the assent of the electors, pursuant to an ordinance (the "Ordinance") of the Board of Commissioners of the County duly enacted on April 19, 2017. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

The County has covenanted in the Ordinance that it shall include in its budget the amount of the debt service for each fiscal year of the County in which principal and/or interest on the Bonds is payable, that it shall appropriate from its general revenues any such sums for the payment of such debt service and that it shall duly and punctually cause to be paid when due principal and interest on the Bonds.

In the Ordinance, the County has covenanted to and with registered owners of the Bonds that it will make no use of the proceeds of the Bonds, or do or suffer any other action, which, if such use or action had been reasonably expected on the date of issuance of the Bonds,

would cause the Bonds to be "arbitrage bonds" or "private activity bonds" as those terms are defined in Section 148 and Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder.

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

The Bonds maturing on or after _____, _____, shall be subject to redemption, prior to maturity, at the option of the County, in whole or in part, in any order of maturities, at any time on or after _____, _____, at a price equal to 100% of the principal amount of the Bonds to be redeemed and accrued interest thereon to the date fixed for such optional redemption. In the event that less than all of the Bonds of a particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent.

The Bonds stated to mature on _____, _____, are subject to mandatory redemption prior to maturity on _____ of the years (at a price equal to the principal amount of the Bonds called for mandatory redemption plus accrued interest thereon to the date fixed for such mandatory redemption) and in the principal amounts as set forth in the following schedule, as drawn by lot by the Paying Agent:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

\$

*

* at maturity

In lieu of such mandatory redemption, the Paying Agent, on behalf of the County, may purchase, from money in the Sinking Fund, or the County may tender to the Paying Agent, all or part of the Bonds subject to mandatory redemption in any such year.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, such Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the event of a partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of the same series and of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

Any redemption of Bonds shall be upon notice effected by mailing a copy of the redemption notice by first-class mail, postage prepaid, such notice to be sent not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, addressed to the registered owners of Bonds to be redeemed at their addresses shown on the registration books

kept by the Paying Agent (hereinafter defined) as of the date the Bonds are selected for redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

If at the time of mailing of the notice of redemption the County shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent no later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by such Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under the Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to remain closed, then the payment of such principal and interest upon such redemption 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 day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

This Bond may be transferred or exchanged by the registered owner hereof only upon surrender of this Bond to the Paying Agent at its principal corporate trust office, accompanied by a written instrument or instruments of transfer in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of the same series and of authorized denominations of the same maturity and form for the aggregate amount which the transferee is entitled to receive at the earliest practicable time. The County and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond 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 County and the Paying Agent shall not be affected by any notice to the contrary. All payments made to the registered owner of a Bond, as herein provided, shall be valid and effectual to satisfy in full and discharge the liability of the County upon the Bond as paid.

The County and the Paying Agent shall not be required: (i) to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds

to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any Bond selected for redemption, in whole or in part until after the date fixed for redemption. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate.

The County has caused CUSIP numbers to be printed on the Bonds as a convenience to bondholders. No representation is made as to the accuracy of such numbers as printed on the Bonds.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon or on the Ordinance, against any member, officer or employee, 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 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 Bond.

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

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the County of Lackawanna, Pennsylvania, has caused this Bond to be signed in its name and on its behalf by the signatures of the members Board of Commissioners of the County and its corporate seal to be hereunder affixed, duly attested by the signature of the Chief of Staff of the County, as of the _____ day of _____, 201[7].

COUNTY OF LACKAWANNA,
PENNSYLVANIA

PATRICK M. O'MALLEY, CHAIRMAN

LAUREEN A. CUMMINGS, VICE CHAIRMAN

JERRY NOTARIANNI, COMMISSIONER

ATTEST:

ANDREW M. WALLACE, CHIEF OF STAFF

(SEAL)

STATEMENT OF INSURANCE

[To come, if applicable]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

It is certified that this Bond is a Bond issued under the provisions of the within-mentioned Ordinance.

THE FIDELITY DEPOSIT AND DISCOUNT BANK,
as Paying Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, _____ (the "Transferrer"), the undersigned, hereby sells, assigns and transfers unto

Name (the "Transferee")

Address

Social Security or
Federal Employer Identification No.

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within Bond 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 an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guarantee program.

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) as it appears upon the face of the within Bond 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.

(END OF BOND FORM)

APPENDIX I

INTEREST RATE MANAGEMENT PLAN

COUNTY OF LACKAWANNA, PENNSYLVANIA

*INTEREST RATE MANAGEMENT PLAN
ADOPTED IN ACCORDANCE WITH THE REQUIREMENTS OF
THE LOCAL GOVERNMENT UNIT DEBT ACT
OF THE COMMONWEALTH OF PENNSYLVANIA*

Updated as of April 19, 2017

*THIS UPDATED INTEREST RATE MANAGEMENT PLAN INCLUDES ALL SCHEDULES AND DOCUMENTS
TO BE FILED WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT IN
ACCORDANCE WITH THE PROVISIONS OF THE LOCAL GOVERNMENT UNIT DEBT ACT.*

*THIS INTEREST RATE MANAGEMENT PLAN IS BEING UPDATED IN CONNECTION WITH THE INTEREST
RATE MANAGEMENT AGREEMENT ASSOCIATED WITH THE COUNTY'S ANTICIPATED ISSUANCE OF ITS
GENERAL OBLIGATION BONDS, SERIES OF 2017.*

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COUNTY OF LACKAWANNA

INTEREST RATE MANAGEMENT PLAN

I. Introduction – Current Outstanding Debt of the County.

In accordance with the provisions of the Local Government Unit Debt Act of the Commonwealth of Pennsylvania (“LGUDA”), the County is adopting this Interest Rate Management Plan to establish guidelines for the use and management of interest rate management tools, including, without limitation, derivative products such as interest rate swaps. The Interest Rate Management Plan is prepared in accordance with the provisions of LGUDA regarding the contents of an interest rate management plan.

The County is authorized under the LGUDA to enter into qualified interest rate swaps and other derivative products to reduce the amount and duration of rate, spread, or similar risk when used in combination with the issuance of debt.

The County previously entered into a variable-to-variable swap on September 14, 2010 (the “2010 Swap”) with the purpose of managing the interest rate cost of the County’s General Obligation Bonds, Series B of 2010. Under the terms of the 2010 Swap the County periodically receives a variable interest rate equal to 68% of the 3-Month LIBOR rate + 15 basis points and pays a variable rate to the counterparty equal to the SIFMA Index + 78.7 basis points.

In connection with the County’s anticipated issuance of its General Obligation Bonds, Series of 2017 (the “2017 Bonds”), the County of Lackawanna’s (the “County”) Interest Rate Management Plan (the “Plan”) includes an amendment to the 2010 Swap (the “2017 Swap”) to provide a variable-to-variable basis swap, to reduce the notional amount of the 2017 Swap to approximately \$57,695,000 and relate the 2017 Swap to the 2017 Bonds with the purpose of managing the interest rate payments on the 2017 Bonds. Under the anticipated terms of the 2017 Swap the County will periodically receive a variable interest rate equal to 68% of the 3-Month LIBOR rate plus a fixed spread to be determined at the time the 2017 Swap is executed and pay a variable rate to the counterparty equal to a rate to the SIFMA Index plus a fixed spread to be determined at the time the 2017 Swap is executed.

The appropriate schedules in connection with the County’s proposed 2017 Swap can be found in the appendices of this Plan.

Attached to this report as Schedule I is a compilation of the outstanding general obligation indebtedness of the County, as of the anticipated issuance date of the County's General Obligation Bonds, Series of 2017. Subsequent schedules list the remaining debt service requirements of the County with respect to each of the outstanding debt issues:

- General Obligation Notes, Series D of 2008 -- \$9,367,713 fixed rate capital appreciation bonds currently outstanding
- General Obligation Bonds, Series A of 2009 -- \$7,280,000 fixed rate bonds currently outstanding
- General Obligation Notes, Series B of 2009 -- \$26,455,000 fixed rate notes currently outstanding
- General Obligation Note, Series A of 2010 -- \$930,000 fixed rate note currently outstanding
- General Obligation Bonds, Series B of 2010 -- \$21,715,000 fixed rate bonds anticipated to remain outstanding as of the date the 2017 Bonds are issued
- General Obligation Note, Series of 2011 -- \$10,686,000 fixed rate note currently outstanding
- General Obligation Note, Series of 2013 -- \$1,798,403 fixed rate note currently outstanding
- General Obligation Note, Series of 2014 -- \$1,959,000 fixed rate note currently outstanding
- General Obligation Note, Series A of 2014 -- \$6,664,543 fixed rate note currently outstanding
- General Obligation Note, Series of 2015 -- \$6,061,000 fixed rate note currently outstanding
- General Obligation Bonds, Series A of 2016 -- \$44,625,000 fixed rate bonds currently outstanding
- General Obligation Bonds, Series B of 2016 -- \$25,155,000 fixed rate bonds currently outstanding
- General Obligation Note, Series C of 2016 -- \$17,000,000 fixed rate note currently outstanding
- General Obligation Bonds, Series of 2017 -- \$57,695,000 fixed rate bonds anticipated to be issued

Total ---- \$237,541,659 principal amount of County general obligation debt currently outstanding

II. Scope and Authority

This Interest Rate Management Plan shall govern the County's use and management of all derivative products, including but not limited to, interest rate swaps. While adherence to this Plan is required in applicable circumstances, the County recognizes that changes in applicable law, the capital markets, agency programs, and other unforeseen circumstances may from time to time produce situations that are not covered by the Interest Rate

Management Plan and will require modifications or exceptions to achieve policy goals. In these cases, management flexibility is appropriate provided specific authorization from the County Commissioners is obtained.

The Interest Rate Management Plan shall be reviewed and updated at least each time the County enters into a new, modified or additional qualified interest rate management agreement. Any such updated, modified or replacement Interest Rate Management Plan must be presented to the County Commissioners for review and approval in accordance with LGUDA.

The County Commissioners shall approve any transaction involving an interest rate swap or other qualified interest rate management agreements in accordance with the requirements of the LGUDA. The County shall be authorized to enter into derivative transactions only with qualified counterparties. The County Commissioners shall have the authority to select the counterparties, so long as the criteria set forth in the LGUDA and the Interest Rate Management Plan are met.

III. Conditions for the Use of Derivative Products

A. General Usage

The County will use derivative products to lock in fixed rates or, alternatively, to create variable rate exposure. Derivative products may be used to achieve interest rate cost savings, limit or hedge variable rate payments, alter the pattern of debt service payments, or for asset/liability matching purposes.

In connection with the use of any swaps, the authorized derivative product(s) will be used to alter interest rate risk and/or alter the cost of borrowing in a beneficial manner, and when used in combination with new or outstanding debt, will enhance the relationship between risk and return, or achieve other policy objectives of the County.

B. Maximum Notional Amount

The County will limit the total notional amount of outstanding derivative products based on criteria set forth in this Interest Rate Management Plan regarding the proper management of risks and the calculation of termination exposure.

C. Liquidity Considerations

The County shall consider the impact of any variable rate debt issued in combination with an interest rate swap on the availability and cost of liquidity support for other County variable rate programs. The County recognizes that there is a limited supply of letter of credit or liquidity facility support for the County's variable rate debt, and the use of liquidity support in connection with a derivative product may result in higher overall costs or reduced capacity from financial institutions.

D. Call Option Value Considerations

When considering the relative advantages of the use of a derivative product with respect to outstanding debt, the County will consider the value of the call option on fixed rate debt and the potential lack of similar rights when utilizing derivative products. Typically, in a fixed rate debt issue, the County could sell bonds that could be redeemed after 5 to 10 years. In a lower interest rate environment, the County could refinance such fixed rate bonds and realize economic value. Utilizing interest rate swaps to synthetically fix interest rates through maturity may result in initially lower interest rates, but may eliminate the ability of the County to restructure or refinance the outstanding debt to provide economic savings in the future.

IV. Interest Rate Management Features

A. Documenting Derivative Products

The County and each counterparty providing a derivative product to the County will execute a Master Agreement and appropriate Schedule in accordance with the then-current standards of the International Swaps and Derivatives Association, Inc. ("ISDA") Master Agreement. The County and counterparty will each accept the terms and conditions as set forth in the Master Agreement. The Master Agreement between the County and each counterparty shall include payment, term, security, collateral, default, remedy, termination, and other terms, conditions, provisions and safeguards as the County, in consultation with its legal counsel, deems necessary, proper or desirable.

Subject to the provisions contained herein, the terms of any County derivative product agreement shall use the following guidelines:

- i. Downgrade provisions triggering termination shall in no event be worse than those affecting the counterparty.
- ii. Governing law for swaps will be New York, with jurisdiction in the Commonwealth of Pennsylvania.
- iii. The specified indebtedness related to credit events in any swap agreement should be narrowly defined and refers only to indebtedness of the County that could have a materially adverse effect on the County's ability to perform its obligations under such agreement. Debt should typically only include obligations within the same lien priority as the swap obligation.
- iv. Collateral thresholds for the swap provider should be set on a sliding scale reflective of credit ratings. Collateral requirements should be established and based upon the credit ratings of the swap provider or guarantor. Collateral should be held by an independent third party, such as a bank ("Trustee").
- v. Collateral should generally be limited to U.S. Treasuries and obligations of Federal Agencies where the principal and interest are guaranteed by the United States. At the discretion of the County Commissioners, other high-quality

obligations of Federal Agencies, not secured by the full faith and credit of the U.S. government, may be used as collateral.

- vi. The County shall have the right to optionally terminate a swap agreement at "market," at any time over the term of the agreement.
- vii. Termination value should be set by a "market quotation" methodology, unless the County deems an alternate methodology appropriate under the circumstances.

B. Derivative Product Counterparties

1. Credit Criteria

The County will make its best efforts to work with qualified swap counterparties that have (i) a general credit rating of not lower than "A" (or the equivalent credit rating) by one of the nationally recognized rating agencies, or (ii) an "AAA" rated subsidiary (or the equivalent credit rating) as rated by at least one nationally recognized credit rating agency. The nationally recognized rating agencies are Moody' Investors Services, Inc., Standard and Poor's Rating Services, and Fitch Ratings.

For lower rated (below "A-" or its equivalent) counterparties, the County will seek credit enhancement in the form of:

- i. Contingent credit support or enhancement;
- ii. Collateral consistent with the policies contained herein;
- iii. Ratings downgrade triggers;
- iv. Guaranty of parent, if any.

In addition, qualified derivative product counterparties must have a demonstrated record of successfully executing derivative product transactions in Pennsylvania.

2. Counterparty Exposure

The County shall evaluate its exposure to counterparties. To that end, before entering into a swap, the County should determine its exposure to the relevant counterparty or counterparties and determine how the proposed transaction would affect the exposure. The exposure should not be measured solely in terms of notional amount, but rather how changes in interest rates would affect the County's exposure.

C. Term and Notional Amount

In connection with the issuance or carrying of debt, the term of the derivative product agreement shall not extend beyond the final maturity date of the related debt. The total

“notional amount” of a derivative product related to a debt issue may not exceed the amount of outstanding debt. For purposes of calculating the notional amount, credit shall be given to any fixed versus variable rate derivative products that offset for a specific debt transaction.

D. Collateral Requirements

As part of any derivative product agreement, the County may, based on credit ratings of the counterparty, require collateralization or other forms of credit enhancements to secure any or all of the swap counterparty’s swap payment obligations. As appropriate, the County may require collateral or other credit enhancement to be posted by any swap counterparty if the credit rating of the counterparty or parent falls below the “A” credit rating category. Additional collateral for further decreases in the credit ratings of each counterparty shall be posted by each counterparty in accordance with the provisions contained in the collateral support agreement of each counterparty with the County.

Threshold collateral amounts shall be determined by the County on a case-by-case basis. The County will determine the reasonable threshold limits for the initial deposit and for increments of collateral posting thereafter. Collateral shall be deposited with a third party trustee, or as mutually agreed upon between the County and the counterparty. Collateral and the valuation of such collateral will be determined and mutually agreed upon during negotiation of the swap agreement with each swap counterparty. The market value of the collateral shall be determined on a monthly basis or more frequently if the County determines it is in its best interest given the specific collateral security.

E. Security and Source of Repayment

The County will generally use the same security and source of repayment for interest rate swaps as is used for the debt that is hedged by the swap, if any, but shall consider the economic costs and benefits of subordinating the County’s payments under the swap and/or termination payment.

F. Prohibited Interest Rate Swap Features

The County will not use derivative products that: (i) are speculative or create extraordinary leverage or risk, (ii) lack adequate liquidity to terminate without incurring a significant bid/ask spread, (iii) provide insufficient price transparency to allow reasonable valuation, or (iv) are used as investments.

V. Evaluation and Management of Derivative Product Risks

Prior to the execution of any derivative product transaction, the County’s Financial/Swap Advisor and Swap Counsel shall evaluate the proposed transaction and review the transaction with the County Commissioners. Such a review shall include the identification of the proposed benefits and potential risks.

A. Evaluation Methodology

The County will review the following areas of potential risk for new and existing interest rate swaps:

Type of Risk	Description	Evaluation Methodology
Basis risk/Interest Rate Risk	The mismatch between actual variable rate debt service and variable rate indices used to determine swap payments due to movements in interest rates.	The County will review historical trading differentials between the variable rate indices exchanged under the terms of the swap.
Tax risk	The risk created by potential tax events that could affect swap payments.	The County will evaluate the impact of potential changes in tax law on all variable rate indexed swaps.
Counterparty risk	The failure of the counterparty to make required payments.	The County will monitor exposure levels, ratings thresholds, and collateralization requirements of the counterparty.
Termination risk	The need to terminate the transaction in a market that dictates a termination payment by the County.	The County will compute its termination exposure for all existing and proposed swaps at market value and under a worst-case scenario.
Rollover Risk	The mismatch of the maturity of the interest rate swap and the maturity of the underlying debt.	The County will determine its capacity to hedge variable rate debt that may be outstanding after the maturity of the swaps.
Liquidity risk	The inability to continue or renew a liquidity facility.	The County will evaluate the expected availability of liquidity support for swapped and unhedged variable rate debt.
Credit risk	The occurrence of an event modifying the credit rating of the County or the counterparty.	The County will monitor the ratings of its counterparties and insurers.

*Specific risks associated with the County's Swap are found in the schedules attached to this document.

B. Managing Derivative Product Risks

1. Annual Report

The County will evaluate the risks associated with outstanding derivative products at least annually and provide a written report to the County Commissioners of the findings. This evaluation will include the following information:

- i. A description of all outstanding derivative products, including related debt series, types of derivative products, rates paid and received by the County, existing notional amount, the average life and remaining term of each swap agreement, and the current termination value of all outstanding swaps.
- ii. Separately for each swap, the actual debt service requirements versus the projected debt service on the swap transaction; and for any swaps used as part of a refunding, the actual cumulative savings versus the projected savings at the time the swap was executed.
- iii. The credit rating of each swap counterparty, parent, guarantor, and credit enhancer insuring swap payments, if any.
- iv. Actual collateral posting by swap counterparty, if any, per swap agreement and in total by swap counterparty.
- v. Information concerning any material event involving outstanding swap agreements, including a default by a swap counterparty, counterparty downgrade, or termination.
- vi. The status of any liquidity support used in connection with interest rate swaps, including the remaining term and current fee.

2. Mandatory Termination

In the event a swap is terminated as a result of a termination event, such as a default or a decrease in credit rating of either the County or the counterparty, the County will evaluate whether it is financially advantageous to obtain a replacement swap, or, depending on market value, make or receive a termination payment.

VI. Selecting and Procuring Derivative Products

A. Financing Team

The County will retain the services of an experienced municipal bond counsel firm, and will retain the services of a qualified independent financial advisor or swap advisor for all interest rate swaps.

B. Counterparty Selection

- i. The County may utilize a competitive bidding process to select a counterparty and price a swap when that process will provide the lowest financing cost. The County may use a negotiated process to select a counterparty and price a swap when it believes market or competitive conditions justify such a process.

VII. Disclosure and Financial Reporting

The County will take steps to ensure that there is full and complete disclosure of all derivative products to the County Commissioners, to rating agencies, and in disclosure documents. Disclosure in marketing documents shall provide a clear summary of the special risks involved with the applicable derivative product and any potential exposure to interest rate volatility or unusually large and rapid changes in market value. With respect to its financial statements, the County will adhere to the guidelines for the financing reporting of interest rate swaps, as set forth by the Government Accounting Standards Board.

VIII. Attached Schedules – Including Schedules Required by Local Government Unit Debt Act

- Schedule I - Total Anticipated Outstanding Debt of the County
- Schedule II - Previously Executed Interest Rate Management Agreements
- Schedule III - All Estimated Professional Fees Associated with the County's proposed Interest Rate Management Agreement
- Schedule IV- Maximum Scheduled Payments to be Paid and Received by the County in Connection with the proposed Interest Rate Management Agreement

Estimated Scheduled Payments to be Paid and Received by the County in connection with the proposed Interest Rate Management Agreement
- Schedule V- Analysis of risks of Entering into the Interest Rate Management Agreement
- Schedule VI- Termination Values of the proposed Interest Rate Management Agreement

SCHEDULE I

TOTAL OUTSTANDING DEBT OF THE COUNTY

LACAWANNA COUNTY
LACAWANNA COUNTY, PENNSYLVANIA

ESTIMATED OUTSTANDING DEBT SERVICE REQUIREMENTS - FOLLOWING ISSUANCE OF 2017 BONDS

FISCAL YEAR	2008 D NOTES	2009 A BONDS	2008 B NOTES	2010 A NOTE	2010 B BONDS	2011 NOTE	2013 NOTE	2014 NOTE	2015 NOTE	2016 A BONDS	2016 B BONDS	2016 C NOTE	ESTIMATED 2017 BONDS	TOTAL DEBT SERVICE
2017	2,165,000.00	276,643.75	798,085.63	23,098.62	562,572.50	1,541,670.41	163,591.50	659,219.42	1,245,398.45	1,153,262.50	2,431,440.63	277,902.82	1,366,638.68	12,996,470.95
2018	2,185,000.00	537,237.50	1,580,606.26	487,353.66	1,064,005.00	2,642,134.58	327,183.00	678,810.27	1,317,866.50	1,838,625.00	3,830,481.26	522,849.93	2,197,393.76	19,853,318.81
2019	2,225,000.00	536,187.50	1,580,323.76	490,068.97	1,063,375.00	2,642,661.51	327,183.00	679,032.33	1,308,249.10	1,832,075.00	3,773,881.26	1,053,781.68	2,197,243.76	20,352,834.96
2020	3,070,000.00	535,137.50	1,580,041.26		1,062,700.00	2,642,522.23	327,183.00	643,772.08	2,511,219.50	1,816,475.00	2,805,131.26	1,053,781.73	2,197,043.76	20,245,007.32
2021	6,220,000.00	534,087.50	1,579,758.76		1,061,980.00	2,642,703.41	327,183.00	643,772.09	643,772.09	1,875,875.00	2,062,381.26	1,053,781.66	2,986,843.76	20,988,366.44
2022	3,900,000.00	533,037.50	1,579,476.26		1,596,240.00		327,183.00	643,772.09		2,727,275.00	2,921,381.26	1,053,781.66	4,185,043.76	19,467,190.53
2023	1,460,000.00	1,351,987.50	1,579,193.76		1,925,150.00		165,468.81	643,772.10		3,845,537.50	1,458,651.26	1,053,781.62	5,784,043.76	19,287,566.31
2024		1,338,537.50	1,943,911.26		2,113,950.00			643,772.09		3,905,037.50	1,932,881.26	1,053,781.65	6,110,843.76	19,042,715.02
2025		1,366,937.50	1,903,006.26		2,088,750.00			643,772.10		3,910,287.50	1,908,551.26	1,053,781.63	5,071,843.76	18,946,910.01
2026		1,356,612.50	1,908,231.26		2,067,750.00			643,772.09		3,904,412.50	1,881,781.26	1,053,781.66	6,029,343.76	18,846,695.03
2027		1,331,937.50	1,927,043.76		2,044,000.00			643,772.09		3,898,287.50	1,862,550.00	1,053,781.61	5,993,093.76	18,754,466.22
2028		1,328,637.50	2,007,662.50		2,003,500.00			643,772.08		3,911,612.50	1,781,250.00	1,053,781.60	5,921,643.76	18,651,899.94
2029		1,329,900.00	2,017,112.50		1,972,000.00			643,772.08		3,909,662.50	1,745,850.00	1,053,781.67	5,872,112.50	18,544,191.25
2030			5,654,212.50		2,599,000.00			321,886.04		4,015,012.50			4,383,350.00	18,027,242.68
2031			5,655,700.00		2,571,500.00					3,984,362.50			4,328,925.00	17,594,269.14
2032			5,656,900.00		2,540,500.00					3,936,612.50			4,282,050.00	17,469,844.16
2033			5,651,900.00		2,511,000.00					3,897,862.50			4,227,375.00	17,341,919.12
2034			5,655,100.00		2,477,750.00					3,846,925.00			4,170,625.00	17,204,181.59
2035					2,640,750.00					3,799,600.00			4,445,687.50	11,939,819.13
2036												1,053,781.64		1,053,781.64
2037												1,053,781.64		1,053,781.64
2038												1,053,781.62		1,053,781.62
2039												1,053,781.61		1,053,781.61
2040												1,053,781.58		1,053,781.58
2041												1,053,781.59		1,053,781.59

TOTAL 21,225,000.00 12,366,881.25 50,258,265.73 1,000,521.25 35,966,472.50 12,111,682.14 1,964,975.31 2,017,062.02 8,369,037.45 6,382,733.55 62,018,800.00 30,396,171.97 25,037,730.38 82,751,145.04 351,856,488.29

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION NOTES, SERIES D OF 2008 (TAX-EXEMPT CABS)

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
1-Jan-17					
1-Jul-17	1,262,173.35	6.420%	902,826.65	2,165,000.00	2,165,000.00
1-Jan-18	-		-	-	-
1-Jul-18	1,171,771.80	6.640%	1,013,228.20	2,185,000.00	2,185,000.00
1-Jan-19	-		-	-	-
1-Jul-19	1,079,703.50	6.980%	1,145,296.50	2,225,000.00	2,225,000.00
1-Jan-20	-		-	-	-
1-Jul-20	1,364,829.90	7.150%	1,705,170.10	3,070,000.00	3,070,000.00
1-Jan-21	-		-	-	-
1-Jul-21	2,534,339.00	7.290%	3,685,661.00	6,220,000.00	6,220,000.00
1-Jan-22	-		-	-	-
1-Jul-22	1,454,349.00	7.420%	2,445,651.00	3,900,000.00	3,900,000.00
1-Jan-23	-		-	-	-
1-Jul-23	500,546.40	7.500%	959,453.60	1,460,000.00	1,460,000.00
	9,367,712.95		11,857,287.05	21,225,000.00	21,225,000.00

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BONDS, SERIES A OF 2009 (TAXABLE FIXED RATE)

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
1-Apr-17					
1-Oct-17	15,000.00	7.00%	261,643.75	276,643.75	276,643.75
1-Apr-18	-		261,118.75	261,118.75	-
1-Oct-18	15,000.00	7.00%	261,118.75	276,118.75	537,237.50
1-Apr-19	-		260,593.75	260,593.75	-
1-Oct-19	15,000.00	7.00%	260,593.75	275,593.75	536,187.50
1-Apr-20	-		260,068.75	260,068.75	-
1-Oct-20	15,000.00	7.00%	260,068.75	275,068.75	535,137.50
1-Apr-21	-		259,543.75	259,543.75	-
1-Oct-21	15,000.00	7.00%	259,543.75	274,543.75	534,087.50
1-Apr-22	-		259,018.75	259,018.75	-
1-Oct-22	15,000.00	7.00%	259,018.75	274,018.75	533,037.50
1-Apr-23	-		258,493.75	258,493.75	-
1-Oct-23	835,000.00	7.00%	258,493.75	1,093,493.75	1,351,987.50
1-Apr-24	-		229,268.75	229,268.75	-
1-Oct-24	880,000.00	7.00%	229,268.75	1,109,268.75	1,338,537.50
1-Apr-25	-		198,468.75	198,468.75	-
1-Oct-25	970,000.00	7.25%	198,468.75	1,168,468.75	1,366,937.50
1-Apr-26	-		163,306.25	163,306.25	-
1-Oct-26	1,030,000.00	7.25%	163,306.25	1,193,306.25	1,356,612.50
1-Apr-27	-		125,968.75	125,968.75	-
1-Oct-27	1,080,000.00	7.25%	125,968.75	1,205,968.75	1,331,937.50
1-Apr-28	-		86,818.75	86,818.75	-
1-Oct-28	1,155,000.00	7.25%	86,818.75	1,241,818.75	1,328,637.50
1-Apr-29	-		44,950.00	44,950.00	-
1-Oct-29	1,240,000.00	7.25%	44,950.00	1,284,950.00	1,329,900.00
	7,280,000.00		5,076,881.25	12,356,881.25	12,356,881.25

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION NOTES, SERIES B OF 2009 (TAX-EXEMPT FIXED RATE)

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
15-Mar-17					
15-Sep-17	10,000.00	5.650%	788,085.63	798,085.63	798,085.63
15-Mar-18	-		787,803.13	787,803.13	-
15-Sep-18	5,000.00	5.650%	787,803.13	792,803.13	1,580,606.26
15-Mar-19	-		787,661.88	787,661.88	-
15-Sep-19	5,000.00	5.650%	787,661.88	792,661.88	1,580,323.76
15-Mar-20	-		787,520.63	787,520.63	-
15-Sep-20	5,000.00	5.650%	787,520.63	792,520.63	1,580,041.26
15-Mar-21	-		787,379.38	787,379.38	-
15-Sep-21	5,000.00	5.650%	787,379.38	792,379.38	1,579,758.76
15-Mar-22	-		787,238.13	787,238.13	-
15-Sep-22	5,000.00	5.650%	787,238.13	792,238.13	1,579,476.26
15-Mar-23	-		787,096.88	787,096.88	-
15-Sep-23	5,000.00	5.650%	787,096.88	792,096.88	1,579,193.76
15-Mar-24	-		786,955.63	786,955.63	-
15-Sep-24	370,000.00	5.650%	786,955.63	1,156,955.63	1,943,911.26
15-Mar-25	-		776,503.13	776,503.13	-
15-Sep-25	350,000.00	5.650%	776,503.13	1,126,503.13	1,903,006.26
15-Mar-26	-		766,615.63	766,615.63	-
15-Sep-26	375,000.00	5.650%	766,615.63	1,141,615.63	1,908,231.26
15-Mar-27	-		756,021.88	756,021.88	-
15-Sep-27	415,000.00	5.875%	756,021.88	1,171,021.88	1,927,043.76
15-Mar-28	-		743,831.25	743,831.25	-
15-Sep-28	520,000.00	5.875%	743,831.25	1,263,831.25	2,007,662.50
15-Mar-29	-		728,556.25	728,556.25	-
15-Sep-29	560,000.00	5.875%	728,556.25	1,288,556.25	2,017,112.50
15-Mar-30	-		712,106.25	712,106.25	-
15-Sep-30	4,230,000.00	5.875%	712,106.25	4,942,106.25	5,654,212.50
15-Mar-31	-		587,850.00	587,850.00	-
15-Sep-31	4,480,000.00	6.000%	587,850.00	5,067,850.00	5,655,700.00
15-Mar-32	-		453,450.00	453,450.00	-
15-Sep-32	4,750,000.00	6.000%	453,450.00	5,203,450.00	5,656,900.00
15-Mar-33	-		310,950.00	310,950.00	-
15-Sep-33	5,030,000.00	6.000%	310,950.00	5,340,950.00	5,651,900.00
15-Mar-34	-		160,050.00	160,050.00	-
15-Sep-34	5,335,000.00	6.000%	160,050.00	5,495,050.00	5,655,100.00
	26,455,000.00		23,803,265.73	50,258,265.73	50,258,265.73

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

TAXABLE GENERAL OBLIGATION NOTE, SERIES A OF 2010

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
1-Feb-17					
1-Aug-17			23,098.62	23,098.62	23,098.62
1-Feb-18	452,000.00	4.940%	23,481.47	475,481.47	
1-Aug-18	-		11,872.19	11,872.19	487,353.66
1-Feb-19	478,000.00	4.940%	12,068.97	490,068.97	490,068.97
	930,000.00		70,521.25	1,000,521.25	1,000,521.25

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BONDS, SERIES B OF 2010

ESTIMATED DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
1-Mar-17					
1-Sep-17	40,000.00	2.8500%	522,572.50	562,572.50	562,572.50
1-Mar-18	-		522,002.50	522,002.50	-
1-Sep-18	20,000.00	3.1500%	522,002.50	542,002.50	1,064,005.00
1-Mar-19	-		521,687.50	521,687.50	-
1-Sep-19	20,000.00	3.3750%	521,687.50	541,687.50	1,063,375.00
1-Mar-20	-		521,350.00	521,350.00	-
1-Sep-20	20,000.00	3.6000%	521,350.00	541,350.00	1,062,700.00
1-Mar-21	-		520,990.00	520,990.00	-
1-Sep-21	20,000.00	3.7000%	520,990.00	540,990.00	1,061,980.00
1-Mar-22	-		520,620.00	520,620.00	-
1-Sep-22	555,000.00	3.8000%	520,620.00	1,075,620.00	1,596,240.00
1-Mar-23	-		510,075.00	510,075.00	-
1-Sep-23	905,000.00	4.0000%	510,075.00	1,415,075.00	1,925,150.00
1-Mar-24	-		491,975.00	491,975.00	-
1-Sep-24	1,130,000.00	4.0000%	491,975.00	1,621,975.00	2,113,950.00
1-Mar-25	-		469,375.00	469,375.00	-
1-Sep-25	1,150,000.00	4.0000%	469,375.00	1,619,375.00	2,088,750.00
1-Mar-26	-		446,375.00	446,375.00	-
1-Sep-26	1,175,000.00	5.0000%	446,375.00	1,621,375.00	2,067,750.00
1-Mar-27	-		417,000.00	417,000.00	-
1-Sep-27	1,210,000.00	5.0000%	417,000.00	1,627,000.00	2,044,000.00
1-Mar-28	-		386,750.00	386,750.00	-
1-Sep-28	1,230,000.00	5.0000%	386,750.00	1,616,750.00	2,003,500.00
1-Mar-29	-		356,000.00	356,000.00	-
1-Sep-29	1,260,000.00	5.0000%	356,000.00	1,616,000.00	1,972,000.00
1-Mar-30	-		324,500.00	324,500.00	-
1-Sep-30	1,950,000.00	5.0000%	324,500.00	2,274,500.00	2,599,000.00
1-Mar-31	-		275,750.00	275,750.00	-
1-Sep-31	2,020,000.00	5.0000%	275,750.00	2,295,750.00	2,571,500.00
1-Mar-32	-		225,250.00	225,250.00	-
1-Sep-32	2,090,000.00	5.0000%	225,250.00	2,315,250.00	2,540,500.00
1-Mar-33	-		173,000.00	173,000.00	-
1-Sep-33	2,165,000.00	5.0000%	173,000.00	2,338,000.00	2,511,000.00
1-Mar-34	-		118,875.00	118,875.00	-
1-Sep-34	2,240,000.00	5.0000%	118,875.00	2,358,875.00	2,477,750.00
1-Mar-35	-		62,875.00	62,875.00	-
1-Sep-35	2,515,000.00	5.0000%	62,875.00	2,577,875.00	2,640,750.00
	21,715,000.00		14,251,472.50	35,966,472.50	35,966,472.50

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION NOTE, SERIES OF 2011

OUTSTANDING DEBT SERVICE REQUIREMENTS

Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
7-May-17					
7-Jun-17	177,000	4.75%	43,824.02	220,824.02	
7-Jul-17	178,000	4.75%	41,719.32	219,719.32	
7-Aug-17	179,000	4.75%	42,391.86	221,391.86	
7-Sep-17	179,000	4.75%	41,669.73	220,669.73	
7-Oct-17	180,000	4.75%	39,626.71	219,626.71	
7-Nov-17	181,000	4.75%	40,221.44	221,221.44	
7-Dec-17	180,000	4.75%	38,217.33	218,217.33	1,541,670.41
7-Jan-18	182,000	4.75%	38,765.08	220,765.08	
7-Feb-18	183,000	4.75%	38,030.84	221,030.84	
7-Mar-18	184,000	4.75%	33,683.62	217,683.62	
7-Apr-18	184,000	4.75%	36,550.27	220,550.27	
7-May-18	185,000	4.75%	34,652.88	219,652.88	
7-Jun-18	186,000	4.75%	35,061.64	221,061.64	
7-Jul-18	187,000	4.75%	33,204.45	220,204.45	
7-Aug-18	187,000	4.75%	33,556.86	220,556.86	
7-Sep-18	188,000	4.75%	32,802.46	220,802.46	
7-Oct-18	189,000	4.75%	31,010.34	220,010.34	
7-Nov-18	189,000	4.75%	31,281.55	220,281.55	
7-Dec-18	190,000	4.75%	29,534.59	219,534.59	2,642,134.58
7-Jan-19	191,000	4.75%	29,752.57	220,752.57	
7-Feb-19	192,000	4.75%	28,982.03	220,982.03	
7-Mar-19	193,000	4.75%	25,477.70	218,477.70	
7-Apr-19	193,000	4.75%	27,428.84	220,428.84	
7-May-19	194,000	4.75%	25,790.55	219,790.55	
7-Jun-19	195,000	4.75%	25,867.59	220,867.59	
7-Jul-19	196,000	4.75%	24,271.85	220,271.85	
7-Aug-19	196,000	4.75%	24,290.20	220,290.20	
7-Sep-19	197,000	4.75%	23,499.49	220,499.49	
7-Oct-19	198,000	4.75%	21,972.33	219,972.33	
7-Nov-19	199,000	4.75%	21,905.96	220,905.96	
7-Dec-19	199,000	4.75%	20,422.40	219,422.40	2,642,661.51
7-Jan-20	200,000	4.75%	20,300.33	220,300.33	
7-Feb-20	201,000	4.75%	19,493.48	220,493.48	
7-Mar-20	202,000	4.75%	17,477.27	219,477.27	
7-Apr-20	203,000	4.75%	17,867.68	220,867.68	
7-May-20	204,000	4.75%	16,498.77	220,498.77	
7-Jun-20	204,000	4.75%	16,225.74	220,225.74	
7-Jul-20	205,000	4.75%	14,905.89	219,905.89	
7-Aug-20	206,000	4.75%	14,575.73	220,575.73	
7-Sep-20	207,000	4.75%	13,744.68	220,744.68	
7-Oct-20	208,000	4.75%	12,493.15	220,493.15	
7-Nov-20	208,000	4.75%	12,070.47	220,070.47	
7-Dec-20	208,000	4.75%	10,869.04	218,869.04	2,642,522.23
7-Jan-21	210,000	4.75%	10,392.22	220,392.22	
7-Feb-21	211,000	4.75%	9,545.03	220,545.03	
7-Mar-21	212,000	4.75%	7,852.47	219,852.47	
7-Apr-21	212,000	4.75%	7,838.54	219,838.54	
7-May-21	213,000	4.75%	6,758.01	219,758.01	
7-Jun-21	214,000	4.75%	6,123.99	220,123.99	
7-Jul-21	215,000	4.75%	5,090.96	220,090.96	
7-Aug-21	216,000	4.75%	4,393.29	220,393.29	
7-Sep-21	217,000	4.75%	3,521.90	220,521.90	
7-Oct-21	218,000	4.75%	2,561.10	220,561.10	
7-Nov-21	218,000	4.75%	1,767.00	219,767.00	
7-Dec-21	220,000	4.75%	858.90	220,858.90	2,642,703.41
	10,863,000		1,248,692.14	12,111,692.14	12,111,692.14

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION NOTE, SERIES OF 2013

OUTSTANDING DEBT SERVICE REQUIREMENTS

Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
15-Apr-17					
15-Jul-17	68,885.22	***	12,910.53	81,795.75	
15-Oct-17	69,243.30	***	12,552.45	81,795.75	163,591.50
15-Jan-18	69,745.86	***	12,049.89	81,795.75	
15-Apr-18	70,503.01	***	11,292.74	81,795.75	
15-Jul-18	70,883.66	***	10,912.09	81,795.75	
15-Oct-18	71,278.21	***	10,517.54	81,795.75	327,183.00
15-Jan-19	71,795.53	***	10,000.22	81,795.75	
15-Apr-19	72,522.67	***	9,273.08	81,795.75	
15-Jul-19	72,940.27	***	8,855.48	81,795.75	
15-Oct-19	73,372.34	***	8,423.41	81,795.75	327,183.00
15-Jan-20	73,904.86	***	7,890.89	81,795.75	
15-Apr-20	74,521.19	***	7,274.56	81,795.75	
15-Jul-20	75,056.17	***	6,739.58	81,795.75	
15-Oct-20	75,526.85	***	6,268.90	81,795.75	327,183.00
15-Jan-21	76,075.00	***	5,720.75	81,795.75	
15-Apr-21	76,739.50	***	5,056.25	81,795.75	
15-Jul-21	77,234.23	***	4,561.52	81,795.75	
15-Oct-21	77,744.65	***	4,051.10	81,795.75	327,183.00
15-Jan-22	78,308.90	***	3,486.85	81,795.75	
15-Apr-22	78,940.70	***	2,855.05	81,795.75	
15-Jul-22	79,475.68	***	2,320.07	81,795.75	
15-Oct-22	80,027.00	***	1,768.75	81,795.75	327,183.00
15-Jan-23	80,607.82	***	1,187.93	81,795.75	
15-Apr-23	81,205.96	***	589.79	81,795.75	
15-Jul-23	1,863.93	***	13.38	1,877.31	165,468.81
	1,798,402.51		166,572.80	1,964,975.31	1,964,975.31

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

TAXABLE GENERAL OBLIGATION NOTE, SERIES OF 2014

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	NET DEBT SERVICE	NET FISCAL YEAR DEBT SERVICE
15-Apr-17					
15-Oct-17	640,000.00	1.930%	19,219.42	659,219.42	659,219.42
15-Apr-18	-		12,869.78	12,869.78	-
15-Oct-18	653,000.00	1.930%	12,940.49	665,940.49	678,810.27
15-Apr-19	-		6,498.31	6,498.31	-
15-Oct-19	666,000.00	1.930%	6,534.02	672,534.02	679,032.33
	1,959,000.00		58,062.02	2,017,062.02	2,017,062.02

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION NOTE, SERIES A OF 2014

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	NET DEBT SERVICE	NET FISCAL YEAR DEBT SERVICE
1-May-17					
1-Nov-17	204,504.24	3.050% / 4.700%	117,381.80	321,886.04	321,886.04
1-May-18	208,069.17	3.050% / 4.700%	113,816.87	321,886.04	
1-Nov-18	211,698.96	3.050% / 4.700%	110,187.09	321,886.05	643,772.09
1-May-19	215,394.83	3.050% / 4.700%	106,491.22	321,886.05	
1-Nov-19	219,158.04	3.050% / 4.700%	102,728.00	321,886.04	643,772.09
1-May-20	222,989.89	3.050% / 4.700%	98,896.15	321,886.04	
1-Nov-20	226,891.69	3.050% / 4.700%	94,994.35	321,886.04	643,772.08
1-May-21	230,864.76	3.050% / 4.700%	91,021.28	321,886.04	
1-Nov-21	234,910.49	3.050% / 4.700%	86,975.56	321,886.05	643,772.09
1-May-22	239,030.23	3.050% / 4.700%	82,855.81	321,886.04	
1-Nov-22	243,225.45	3.050% / 4.700%	78,660.60	321,886.05	643,772.09
1-May-23	247,497.56	3.050% / 4.700%	74,388.49	321,886.05	
1-Nov-23	251,848.05	3.050% / 4.700%	70,038.00	321,886.05	643,772.10
1-May-24	256,278.42	3.050% / 4.700%	65,607.62	321,886.04	
1-Nov-24	260,790.22	3.050% / 4.700%	61,095.83	321,886.05	643,772.09
1-May-25	265,385.00	3.050% / 4.700%	56,501.05	321,886.05	
1-Nov-25	270,064.37	3.050% / 4.700%	51,821.68	321,886.05	643,772.10
1-May-26	274,829.95	3.050% / 4.700%	47,056.09	321,886.04	
1-Nov-26	279,683.43	3.050% / 4.700%	42,202.62	321,886.05	643,772.09
1-May-27	284,626.48	3.050% / 4.700%	37,259.57	321,886.05	
1-Nov-27	289,660.84	3.050% / 4.700%	32,225.20	321,886.04	643,772.09
1-May-28	294,788.28	3.050% / 4.700%	27,097.76	321,886.04	
1-Nov-28	300,010.60	3.050% / 4.700%	21,875.44	321,886.04	643,772.08
1-May-29	305,329.64	3.050% / 4.700%	16,556.40	321,886.04	
1-Nov-29	310,747.28	3.050% / 4.700%	11,138.76	321,886.04	643,772.08
1-May-30	316,265.43	3.050% / 4.700%	5,620.61	321,886.04	321,886.04
	6,664,543.30		1,704,493.85	8,369,037.15	8,369,037.15

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

TAXABLE GENERAL OBLIGATION NOTE, SERIES OF 2015

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
1-Apr-17					
1-Oct-17	1,176,000.00	2.290%	69,398.45	1,245,398.45	1,245,398.45
1-Apr-18	-		55,933.25	55,933.25	-
1-Oct-18	1,206,000.00	2.290%	55,933.25	1,261,933.25	1,317,866.50
1-Apr-19	-		42,124.55	42,124.55	-
1-Oct-19	1,224,000.00	2.290%	42,124.55	1,266,124.55	1,308,249.10
1-Apr-20	-		28,109.75	28,109.75	-
1-Oct-20	2,455,000.00	2.290%	28,109.75	2,483,109.75	2,511,219.50
	6,061,000.00		321,733.55	6,382,733.55	6,382,733.55

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BONDS, SERIES A OF 2016

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE (%)	INTEREST	NET DEBT SERVICE	FISCAL YEAR DEBT SERVICE
15-Mar-17					
15-Sep-17	430,000.00	3.0000%	733,262.50	1,163,262.50	1,163,262.50
15-Mar-18	-		726,812.50	726,812.50	-
15-Sep-18	385,000.00	3.0000%	726,812.50	1,111,812.50	1,838,625.00
15-Mar-19	-		721,037.50	721,037.50	-
15-Sep-19	390,000.00	4.0000%	721,037.50	1,111,037.50	1,832,075.00
15-Mar-20	-		713,237.50	713,237.50	-
15-Sep-20	390,000.00	4.0000%	713,237.50	1,103,237.50	1,816,475.00
15-Mar-21	-		705,437.50	705,437.50	-
15-Sep-21	465,000.00	4.0000%	705,437.50	1,170,437.50	1,875,875.00
15-Mar-22	-		696,137.50	696,137.50	-
15-Sep-22	1,335,000.00	4.2500%	696,137.50	2,031,137.50	2,727,275.00
15-Mar-23	-		667,768.75	667,768.75	-
15-Sep-23	2,510,000.00	5.0000%	667,768.75	3,177,768.75	3,845,537.50
15-Mar-24	-		605,018.75	605,018.75	-
15-Sep-24	2,695,000.00	5.0000%	605,018.75	3,300,018.75	3,905,037.50
15-Mar-25	-		537,643.75	537,643.75	-
15-Sep-25	2,835,000.00	2.5000%	537,643.75	3,372,643.75	3,910,287.50
15-Mar-26	-		502,206.25	502,206.25	-
15-Sep-26	2,900,000.00	2.6250%	502,206.25	3,402,206.25	3,904,412.50
15-Mar-27	-		464,143.75	464,143.75	-
15-Sep-27	2,970,000.00	2.7500%	464,143.75	3,434,143.75	3,898,287.50
15-Mar-28	-		423,306.25	423,306.25	-
15-Sep-28	3,065,000.00	3.0000%	423,306.25	3,488,306.25	3,911,612.50
15-Mar-29	-		377,331.25	377,331.25	-
15-Sep-29	3,155,000.00	3.0000%	377,331.25	3,532,331.25	3,909,662.50
15-Mar-30	-		330,006.25	330,006.25	-
15-Sep-30	3,355,000.00	3.0000%	330,006.25	3,685,006.25	4,015,012.50
15-Mar-31	-		279,681.25	279,681.25	-
15-Sep-31	3,425,000.00	3.0000%	279,681.25	3,704,681.25	3,984,362.50
15-Mar-32	-		228,306.25	228,306.25	-
15-Sep-32	3,480,000.00	3.1250%	228,306.25	3,708,306.25	3,936,612.50
15-Mar-33	-		173,931.25	173,931.25	-
15-Sep-33	3,550,000.00	3.1250%	173,931.25	3,723,931.25	3,897,862.50
15-Mar-34	-		118,462.50	118,462.50	-
15-Sep-34	3,610,000.00	3.2500%	118,462.50	3,728,462.50	3,846,925.00
15-Mar-35	-		59,800.00	59,800.00	-
15-Sep-35	3,680,000.00	3.2500%	59,800.00	3,739,800.00	3,799,600.00
	44,625,000.00		17,393,800.00	62,018,800.00	62,018,800.00

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BONDS, SERIES B OF 2016

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR
					DEBT SERVICE
15-Mar-17					
15-Sep-17	1,935,000.00	4.000%	496,440.63	2,431,440.63	2,431,440.63
15-Mar-18	-		457,740.63	457,740.63	-
15-Sep-18	2,915,000.00	4.000%	457,740.63	3,372,740.63	3,830,481.26
15-Mar-19	-		399,440.63	399,440.63	-
15-Sep-19	2,975,000.00	5.000%	399,440.63	3,374,440.63	3,773,881.26
15-Mar-20	-		325,065.63	325,065.63	-
15-Sep-20	2,155,000.00	5.000%	325,065.63	2,480,065.63	2,805,131.26
15-Mar-21	-		271,190.63	271,190.63	-
15-Sep-21	1,520,000.00	5.000%	271,190.63	1,791,190.63	2,062,381.26
15-Mar-22	-		233,190.63	233,190.63	-
15-Sep-22	2,455,000.00	5.000%	233,190.63	2,688,190.63	2,921,381.26
15-Mar-23	-		171,815.63	171,815.63	-
15-Sep-23	1,115,000.00	5.000%	171,815.63	1,286,815.63	1,458,631.26
15-Mar-24	-		143,940.63	143,940.63	-
15-Sep-24	1,645,000.00	3.000%	143,940.63	1,788,940.63	1,932,881.26
15-Mar-25	-		119,265.63	119,265.63	-
15-Sep-25	1,670,000.00	2.500%	119,265.63	1,789,265.63	1,908,531.26
15-Mar-26	-		98,390.63	98,390.63	-
15-Sep-26	1,685,000.00	2.625%	98,390.63	1,783,390.63	1,881,781.26
15-Mar-27	-		76,275.00	76,275.00	-
15-Sep-27	1,710,000.00	3.000%	76,275.00	1,786,275.00	1,862,550.00
15-Mar-28	-		50,625.00	50,625.00	-
15-Sep-28	1,680,000.00	3.000%	50,625.00	1,730,625.00	1,781,250.00
15-Mar-29	-		25,425.00	25,425.00	-
15-Sep-29	1,695,000.00	3.000%	25,425.00	1,720,425.00	1,745,850.00
	25,155,000.00		5,241,171.97	30,396,171.97	30,396,171.97

GENERAL OBLIGATION NOTE, SERIES C OF 2016

OUTSTANDING DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
5/15/2017					
6/1/2017		2.750%	22,076.39	22,076.39	
6/15/2017		2.750%	18,180.56	18,180.56	
7/1/2017		2.750%	20,777.78	20,777.78	
7/15/2017		2.750%	18,180.56	18,180.56	
8/1/2017		2.750%	22,076.39	22,076.39	
8/15/2017		2.750%	18,180.56	18,180.56	
9/1/2017		2.750%	22,076.39	22,076.39	
9/15/2017		2.750%	18,180.56	18,180.56	
10/1/2017		2.750%	20,777.78	20,777.78	
10/15/2017		2.750%	18,180.56	18,180.56	
11/1/2017		2.750%	22,076.39	22,076.39	
11/15/2017		2.750%	18,180.56	18,180.56	
12/1/2017		2.750%	20,777.78	20,777.78	
12/15/2017		2.750%	18,180.56	18,180.56	277,902.82
1/1/2018		2.750%	22,076.39	22,076.39	
1/15/2018		2.750%	18,180.56	18,180.56	
2/1/2018		2.750%	22,076.39	22,076.39	
2/15/2018		2.750%	18,180.56	18,180.56	
3/1/2018		2.750%	18,180.56	18,180.56	
3/15/2018		2.750%	18,180.56	18,180.56	
4/1/2018		2.750%	22,076.39	22,076.39	
4/15/2018		2.750%	18,180.56	18,180.56	
5/1/2018		2.750%	20,777.78	20,777.78	
5/15/2018		2.750%	18,180.56	18,180.56	
6/1/2018		2.750%	22,076.39	22,076.39	
6/15/2018		2.750%	18,180.56	18,180.56	
7/1/2018		2.750%	20,777.78	20,777.78	
7/15/2018		2.750%	18,180.56	18,180.56	
8/1/2018		2.750%	22,076.39	22,076.39	
8/15/2018		2.750%	18,180.56	18,180.56	
9/1/2018		2.750%	22,076.39	22,076.39	
9/15/2018		2.750%	18,180.56	18,180.56	
10/1/2018		2.750%	20,777.78	20,777.78	
10/15/2018		2.750%	18,180.56	18,180.56	
11/1/2018		2.750%	22,076.39	22,076.39	
11/15/2018		2.750%	18,180.56	18,180.56	
12/1/2018	23,129.79	2.750%	20,777.78	43,907.57	
12/15/2018	25,751.75	2.750%	18,155.82	43,907.57	522,849.93
1/1/2019	21,894.66	2.750%	22,012.91	43,907.57	
1/15/2019	25,802.70	2.750%	18,104.86	43,907.56	
2/1/2019	21,956.60	2.750%	21,950.97	43,907.57	
2/15/2019	25,853.79	2.750%	18,053.79	43,907.58	
3/1/2019	25,881.44	2.750%	18,026.14	43,907.58	
3/15/2019	25,909.11	2.750%	17,998.46	43,907.57	
4/1/2019	22,085.94	2.750%	21,821.63	43,907.57	
4/15/2019	25,960.43	2.750%	17,947.13	43,907.56	
5/1/2019	23,428.30	2.750%	20,479.28	43,907.58	
5/15/2019	26,013.25	2.750%	17,894.31	43,907.56	
6/1/2019	22,212.56	2.750%	21,895.03	43,907.59	
6/15/2019	26,064.84	2.750%	17,842.74	43,907.58	
7/1/2019	23,547.72	2.750%	20,359.84	43,907.56	
7/15/2019	26,117.89	2.750%	17,789.68	43,907.57	
8/1/2019	22,339.75	2.750%	21,567.84	43,907.59	
8/15/2019	26,169.72	2.750%	17,737.86	43,907.58	
9/1/2019	22,402.72	2.750%	21,504.84	43,907.56	
9/15/2019	26,221.65	2.750%	17,685.91	43,907.58	
10/1/2019	23,727.14	2.750%	20,180.42	43,907.58	
10/15/2019	26,275.07	2.750%	17,632.50	43,907.57	
11/1/2019	22,530.80	2.750%	21,376.77	43,907.57	
11/15/2019	26,327.27	2.750%	17,580.30	43,907.57	
12/1/2019	23,847.97	2.750%	20,059.59	43,907.56	
12/15/2019	24,787.59	3.000%	19,119.97	43,907.56	1,053,781.68
1/1/2020	20,725.57	3.000%	23,181.99	43,907.56	
1/15/2020	24,840.69	3.000%	19,066.87	43,907.56	
2/1/2020	20,790.13	3.000%	23,117.44	43,907.57	
2/15/2020	24,893.93	3.000%	19,013.64	43,907.57	
3/1/2020	23,566.93	3.000%	20,340.64	43,907.57	
3/15/2020	24,950.48	3.000%	19,957.10	43,907.58	
4/1/2020	20,923.60	3.000%	22,983.99	43,907.59	

4/15/2020	25,003.99	3.000%	18,903.58	43,907.57	
5/1/2020	22,336.81	3.000%	21,570.75	43,907.56	
5/15/2020	25,059.23	3.000%	18,848.35	43,907.58	
6/1/2020	21,055.79	3.000%	22,851.78	43,907.57	
6/15/2020	25,113.02	3.000%	18,794.55	43,907.57	
7/1/2020	22,461.58	3.000%	21,446.00	43,907.58	
7/15/2020	25,188.52	3.000%	18,739.04	43,907.56	
8/1/2020	21,188.69	3.000%	22,718.90	43,907.59	
8/15/2020	25,222.61	3.000%	18,884.96	43,907.57	
9/1/2020	21,254.44	3.000%	22,853.15	43,907.59	
9/15/2020	25,276.83	3.000%	18,630.74	43,907.57	
10/1/2020	22,649.01	3.000%	21,258.57	43,907.58	
10/15/2020	25,332.74	3.000%	18,574.82	43,907.56	
11/1/2020	21,388.31	3.000%	22,519.28	43,907.57	
11/15/2020	25,387.25	3.000%	18,520.32	43,907.57	
12/1/2020	22,775.34	3.000%	21,132.23	43,907.57	
12/15/2020	25,443.44	3.000%	18,464.13	43,907.57	1,053,781.73
1/1/2021	21,522.89	3.000%	22,384.68	43,907.57	
1/15/2021	25,498.23	3.000%	18,409.33	43,907.56	
2/1/2021	21,589.50	3.000%	22,318.07	43,907.57	
2/15/2021	25,553.17	3.000%	18,354.40	43,907.57	
3/1/2021	25,582.98	3.000%	18,324.58	43,907.56	
3/15/2021	25,612.83	3.000%	18,294.74	43,907.57	
4/1/2021	21,728.81	3.000%	22,178.76	43,907.56	
4/15/2021	25,668.06	3.000%	18,239.51	43,907.57	
5/1/2021	23,096.64	3.000%	20,810.93	43,907.57	
5/15/2021	25,724.95	3.000%	18,182.81	43,907.56	
6/1/2021	21,865.12	3.000%	22,042.44	43,907.56	
6/15/2021	25,780.47	3.000%	18,127.09	43,907.56	
7/1/2021	23,225.26	3.000%	20,682.30	43,907.56	
7/15/2021	25,837.66	3.000%	18,069.92	43,907.58	
8/1/2021	22,002.13	3.000%	21,905.44	43,907.57	
8/15/2021	25,893.46	3.000%	18,014.11	43,907.57	
9/1/2021	22,070.00	3.000%	21,837.59	43,907.59	
9/15/2021	25,949.44	3.000%	17,958.15	43,907.59	
10/1/2021	23,418.58	3.000%	20,489.00	43,907.58	
10/15/2021	26,007.01	3.000%	17,900.55	43,907.56	
11/1/2021	22,208.03	3.000%	21,699.54	43,907.57	
11/15/2021	26,063.27	3.000%	17,844.30	43,907.57	
12/1/2021	23,548.83	3.000%	20,358.74	43,907.57	
12/15/2021	26,121.15	3.000%	17,786.42	43,907.57	1,053,781.66
1/1/2022	22,346.78	3.000%	21,560.79	43,907.57	
1/15/2022	26,177.69	3.000%	17,729.87	43,907.56	
2/1/2022	22,415.54	3.000%	21,492.05	43,907.59	
2/15/2022	26,234.38	3.000%	17,673.18	43,907.56	
3/1/2022	26,264.99	3.000%	17,642.58	43,907.57	
3/15/2022	26,295.63	3.000%	17,611.93	43,907.56	
4/1/2022	22,558.90	3.000%	21,348.67	43,907.57	
4/15/2022	26,352.63	3.000%	17,554.94	43,907.57	
5/1/2022	23,879.92	3.000%	20,027.65	43,907.57	
5/15/2022	26,411.23	3.000%	17,498.33	43,907.56	
6/1/2022	22,699.44	3.000%	21,208.13	43,907.57	
6/15/2022	26,468.53	3.000%	17,439.04	43,907.57	
7/1/2022	24,012.53	3.000%	19,895.04	43,907.57	
7/15/2022	26,527.43	3.000%	17,380.14	43,907.57	
8/1/2022	22,840.69	3.000%	21,068.88	43,907.57	
8/15/2022	26,585.02	3.000%	17,322.55	43,907.57	
9/1/2022	22,910.71	3.000%	20,896.86	43,907.57	
9/15/2022	28,842.77	3.000%	17,264.80	43,907.57	
10/1/2022	24,211.89	3.000%	19,695.68	43,907.57	
10/15/2022	26,702.10	3.000%	17,205.47	43,907.57	
11/1/2022	23,053.08	3.000%	20,854.53	43,907.59	
11/15/2022	26,780.14	3.000%	17,147.42	43,907.56	
12/1/2022	24,346.19	3.000%	19,581.37	43,907.56	
12/15/2022	26,819.77	3.000%	17,087.80	43,907.57	1,053,781.66
1/1/2023	23,196.09	3.000%	20,711.47	43,907.56	
1/15/2023	26,878.12	3.000%	17,029.45	43,907.57	
2/1/2023	23,267.03	3.000%	20,640.54	43,907.57	
2/15/2023	26,936.62	3.000%	16,970.94	43,907.56	
3/1/2023	26,968.05	3.000%	16,939.52	43,907.57	
3/15/2023	26,999.51	3.000%	16,908.05	43,907.56	
4/1/2023	23,414.51	3.000%	20,492.96	43,907.57	
4/15/2023	27,058.35	3.000%	16,849.24	43,907.59	
5/1/2023	24,687.37	3.000%	19,220.19	43,907.56	
5/15/2023	27,118.72	3.000%	16,788.87	43,907.59	
6/1/2023	23,559.50	3.000%	20,348.06	43,907.56	
6/15/2023	27,177.82	3.000%	16,729.74	43,907.56	
7/1/2023	24,824.10	3.000%	19,083.47	43,907.57	
7/15/2023	27,238.49	3.000%	16,669.07	43,907.58	
8/1/2023	23,705.14	3.000%	20,202.43	43,907.57	
8/15/2023	27,297.93	3.000%	16,609.64	43,907.57	

9/1/2023	23,777.39	3.000%	20,130.18	43,907.57	
9/15/2023	27,357.51	3.000%	16,550.05	43,907.56	
10/1/2023	25,029.71	3.000%	18,877.87	43,907.58	
10/15/2023	27,418.63	3.000%	18,488.93	43,907.58	
11/1/2023	23,924.13	3.000%	19,983.43	43,907.56	
11/15/2023	27,478.53	3.000%	18,429.03	43,907.56	
12/1/2023	25,168.17	3.000%	18,739.40	43,907.57	
12/15/2023	28,175.99	3.250%	17,731.58	43,907.57	1,053,781.82
1/1/2024	22,416.53	3.250%	21,491.03	43,907.56	
1/15/2024	26,237.40	3.250%	17,670.17	43,907.57	
2/1/2024	22,491.20	3.250%	21,416.36	43,907.58	
2/15/2024	26,298.99	3.250%	17,608.58	43,907.57	
3/1/2024	25,076.85	3.250%	18,830.72	43,907.57	
3/15/2024	26,363.92	3.250%	17,543.64	43,907.56	
4/1/2024	22,645.03	3.250%	21,262.54	43,907.57	
4/15/2024	26,425.86	3.250%	17,481.70	43,907.56	
5/1/2024	23,966.85	3.250%	19,940.92	43,907.57	
5/15/2024	26,489.55	3.250%	17,418.01	43,907.56	
6/1/2024	22,797.79	3.250%	21,109.79	43,907.58	
6/15/2024	26,551.86	3.250%	17,355.72	43,907.58	
7/1/2024	24,110.81	3.250%	19,796.75	43,907.58	
7/15/2024	26,815.88	3.250%	17,291.69	43,907.57	
8/1/2024	22,951.37	3.250%	20,958.20	43,907.57	
8/15/2024	26,678.54	3.250%	17,229.04	43,907.58	
9/1/2024	23,027.54	3.250%	20,880.03	43,907.57	
9/15/2024	26,741.35	3.250%	17,166.22	43,907.57	
10/1/2024	24,327.66	3.250%	19,579.91	43,907.57	
10/15/2024	28,805.90	3.250%	17,101.67	43,907.57	
11/1/2024	23,182.39	3.250%	20,725.17	43,907.58	
11/15/2024	26,869.08	3.250%	17,038.49	43,907.57	
12/1/2024	24,473.82	3.250%	19,433.75	43,907.57	
12/15/2024	26,933.98	3.250%	16,973.50	43,907.58	1,053,781.85
1/1/2025	23,338.10	3.250%	20,569.46	43,907.58	
1/15/2025	26,997.51	3.250%	16,910.08	43,907.57	
2/1/2025	23,415.38	3.250%	20,482.21	43,907.57	
2/15/2025	27,061.22	3.250%	16,848.34	43,907.56	
3/1/2025	27,095.42	3.250%	18,812.14	43,907.56	
3/15/2025	27,129.67	3.250%	16,777.90	43,907.57	
4/1/2025	23,576.04	3.250%	20,331.52	43,907.56	
4/15/2025	27,193.78	3.250%	16,713.81	43,907.57	
5/1/2025	24,845.35	3.250%	19,062.22	43,907.57	
5/15/2025	27,259.54	3.250%	18,648.04	43,907.58	
6/1/2025	23,733.94	3.250%	20,173.64	43,907.58	
6/15/2025	27,323.99	3.250%	16,583.59	43,907.58	
7/1/2025	24,994.38	3.250%	18,913.20	43,907.58	
7/15/2025	27,390.10	3.250%	16,517.46	43,907.56	
8/1/2025	23,892.68	3.250%	20,014.88	43,907.56	
8/15/2025	27,454.92	3.250%	16,452.65	43,907.57	
9/1/2025	23,971.49	3.250%	19,936.08	43,907.57	
9/15/2025	27,518.92	3.250%	16,387.65	43,907.57	
10/1/2025	25,218.57	3.250%	18,688.89	43,907.58	
10/15/2025	27,588.57	3.250%	16,321.00	43,907.57	
11/1/2025	24,131.55	3.250%	19,776.01	43,907.58	
11/15/2025	27,651.95	3.250%	16,255.63	43,907.58	
12/1/2025	25,969.65	3.250%	18,537.92	43,907.57	
12/15/2025	27,718.95	3.250%	16,188.82	43,907.57	1,053,781.83
1/1/2026	24,292.50	3.250%	19,615.06	43,907.56	
1/15/2026	27,784.70	3.250%	16,122.88	43,907.58	
2/1/2026	24,372.43	3.250%	19,535.14	43,907.57	
2/15/2026	27,850.62	3.250%	16,056.96	43,907.58	
3/1/2026	27,885.82	3.250%	18,021.76	43,907.58	
3/15/2026	27,921.05	3.250%	15,986.51	43,907.56	
4/1/2026	24,538.22	3.250%	19,369.34	43,907.56	
4/15/2026	27,987.36	3.250%	15,920.21	43,907.57	
5/1/2026	25,753.47	3.250%	18,154.10	43,907.57	
5/15/2026	28,055.29	3.250%	15,852.29	43,907.58	
6/1/2026	24,701.42	3.250%	19,208.15	43,907.57	
6/15/2026	28,121.96	3.250%	15,785.61	43,907.57	
7/1/2026	25,907.49	3.250%	18,000.08	43,907.57	
7/15/2026	28,190.24	3.250%	15,717.32	43,907.56	
8/1/2026	24,865.51	3.250%	19,042.06	43,907.57	
8/15/2026	28,257.30	3.250%	15,650.27	43,907.57	
9/1/2026	24,947.04	3.250%	18,980.53	43,907.57	
9/15/2026	28,324.55	3.250%	15,583.02	43,907.57	
10/1/2026	26,139.31	3.250%	17,788.25	43,907.56	
10/15/2026	28,393.38	3.250%	15,514.19	43,907.57	
11/1/2026	25,112.49	3.250%	18,795.08	43,907.57	
11/15/2026	28,461.01	3.250%	15,446.56	43,907.57	
12/1/2026	26,295.47	3.250%	17,612.10	43,907.57	
12/15/2026	28,530.21	3.250%	15,377.35	43,907.56	1,053,781.66
1/1/2027	25,278.85	3.250%	18,628.72	43,907.57	

1/15/2027	28,598.22	3.250%	15,309.35	43,907.57	
2/1/2027	25,361.55	3.250%	18,546.03	43,907.58	
2/15/2027	28,666.42	3.250%	15,241.15	43,907.57	
3/1/2027	28,702.65	3.250%	15,204.91	43,907.56	
3/15/2027	28,738.93	3.250%	15,168.64	43,907.57	
4/1/2027	25,532.61	3.250%	18,374.95	43,907.56	
4/15/2027	28,807.52	3.250%	15,100.04	43,907.56	
5/1/2027	26,691.98	3.250%	17,215.58	43,907.56	
5/15/2027	28,877.67	3.250%	15,029.90	43,907.57	
6/1/2027	25,701.29	3.250%	18,206.27	43,907.56	
6/15/2027	28,946.65	3.250%	14,960.92	43,907.57	
7/1/2027	26,851.19	3.250%	17,056.38	43,907.57	
7/15/2027	29,017.17	3.250%	14,890.40	43,907.57	
8/1/2027	25,670.91	3.250%	18,036.66	43,907.57	
8/15/2027	29,086.54	3.250%	14,821.02	43,907.56	
9/1/2027	25,955.25	3.250%	17,952.32	43,907.57	
9/15/2027	29,156.11	3.250%	14,751.46	43,907.57	
10/1/2027	27,090.87	3.250%	16,816.69	43,907.56	
10/15/2027	29,227.20	3.250%	14,680.37	43,907.57	
11/1/2027	26,126.26	3.250%	17,781.30	43,907.56	
11/15/2027	29,297.16	3.250%	14,610.41	43,907.57	
12/1/2027	27,252.29	3.250%	16,655.29	43,907.58	
12/15/2027	28,250.25	3.500%	15,667.31	43,907.56	1,053,781.61
1/1/2028	24,941.81	3.500%	18,965.76	43,907.57	
1/15/2028	28,322.65	3.500%	15,584.91	43,907.56	
2/1/2028	25,029.84	3.500%	18,877.73	43,907.57	
2/15/2028	28,395.27	3.500%	15,612.29	43,907.56	
3/1/2028	27,328.66	3.500%	16,678.91	43,907.57	
3/15/2028	28,471.12	3.500%	15,436.45	43,907.57	
4/1/2028	25,210.37	3.500%	18,697.20	43,907.57	
4/15/2028	28,544.19	3.500%	15,363.38	43,907.57	
5/1/2028	26,393.82	3.500%	17,513.75	43,907.57	
5/15/2028	28,618.96	3.500%	15,288.60	43,907.56	
6/1/2028	25,390.13	3.500%	18,517.43	43,907.56	
6/15/2028	28,692.47	3.500%	15,215.09	43,907.56	
7/1/2028	26,563.52	3.500%	17,344.04	43,907.56	
7/15/2028	28,767.68	3.500%	15,139.88	43,907.56	
8/1/2028	25,570.97	3.500%	18,336.60	43,907.57	
8/15/2028	28,841.65	3.500%	15,085.92	43,907.57	
9/1/2028	25,660.90	3.500%	18,246.66	43,907.56	
9/15/2028	28,915.83	3.500%	14,991.74	43,907.57	
10/1/2028	26,819.13	3.500%	17,088.43	43,907.56	
10/15/2028	28,991.69	3.500%	14,915.88	43,907.57	
11/1/2028	25,843.36	3.500%	18,064.22	43,907.58	
11/15/2028	29,066.33	3.500%	14,841.24	43,907.57	
12/1/2028	26,991.36	3.500%	16,916.20	43,907.56	
12/15/2028	29,142.64	3.500%	14,764.94	43,907.58	1,053,781.60
1/15/2029	11,301.62	3.500%	32,605.96	43,907.58	
2/1/2029	26,045.57	3.500%	17,862.01	43,907.58	
2/15/2029	29,233.14	3.500%	14,674.44	43,907.58	
3/1/2029	29,272.92	3.500%	14,634.65	43,907.57	
3/15/2029	29,312.76	3.500%	14,594.81	43,907.57	
4/1/2029	26,233.75	3.500%	17,673.02	43,907.57	
4/15/2029	29,388.37	3.500%	14,519.20	43,907.57	
5/1/2029	27,359.91	3.500%	16,547.66	43,907.57	
5/15/2029	29,466.81	3.500%	14,441.96	43,907.57	
6/1/2029	26,419.60	3.500%	17,487.97	43,907.57	
6/15/2029	29,541.67	3.500%	14,365.89	43,907.56	
7/1/2029	27,535.36	3.500%	16,372.21	43,907.57	
7/15/2029	29,619.36	3.500%	14,288.21	43,907.57	
8/1/2029	26,606.56	3.500%	17,301.01	43,907.57	
8/15/2029	29,695.89	3.500%	14,211.68	43,907.57	
9/1/2029	26,699.81	3.500%	17,207.95	43,907.56	
9/15/2029	29,772.65	3.500%	14,134.92	43,907.57	
10/1/2029	27,799.69	3.500%	16,107.88	43,907.57	
10/15/2029	29,851.01	3.500%	14,056.55	43,907.56	
11/1/2029	26,888.23	3.500%	17,019.33	43,907.56	
11/15/2029	29,928.24	3.500%	13,979.32	43,907.56	
12/1/2029	27,977.75	3.500%	15,929.82	43,907.57	
12/15/2029	30,007.06	3.500%	13,900.51	43,907.57	1,053,781.67
1/1/2030	27,077.97	3.500%	16,029.59	43,907.56	
1/15/2030	30,084.77	3.500%	13,822.81	43,907.58	
2/1/2030	27,172.45	3.500%	16,735.12	43,907.57	
2/15/2030	30,162.69	3.500%	13,744.88	43,907.57	
3/1/2030	30,203.75	3.500%	13,703.82	43,907.57	
3/15/2030	30,244.86	3.500%	13,662.71	43,907.57	
4/1/2030	27,367.12	3.500%	16,540.45	43,907.57	
4/15/2030	30,323.27	3.500%	13,584.29	43,907.56	
5/1/2030	28,429.83	3.500%	16,477.74	43,907.57	
5/15/2030	30,403.24	3.500%	13,504.32	43,907.56	
6/1/2030	27,559.72	3.500%	16,347.86	43,907.58	

6/15/2030	30,482.14	3.500%	13,425.43	43,907.57	
7/1/2030	28,611.63	3.500%	15,295.93	43,907.56	
7/15/2030	30,562.57	3.500%	13,345.00	43,907.57	
8/1/2030	27,753.44	3.500%	16,154.13	43,907.57	
8/15/2030	30,641.94	3.500%	13,266.82	43,907.56	
9/1/2030	27,849.96	3.500%	16,057.61	43,907.57	
9/15/2030	30,721.57	3.500%	13,166.01	43,907.58	
10/1/2030	28,885.63	3.500%	15,021.93	43,907.56	
10/15/2030	30,802.69	3.500%	13,104.88	43,907.57	
11/1/2030	28,045.41	3.500%	15,862.15	43,907.56	
11/15/2030	30,882.79	3.500%	13,024.78	43,907.57	
12/1/2030	29,070.15	3.500%	14,837.42	43,907.57	
12/15/2030	30,984.39	3.500%	12,943.18	43,907.57	1,053,781.64
1/1/2031	28,242.03	3.500%	15,665.54	43,907.57	
1/15/2031	31,044.99	3.500%	12,862.59	43,907.58	
2/1/2031	28,340.02	3.500%	15,567.55	43,907.57	
2/15/2031	31,125.81	3.500%	12,781.76	43,907.57	
3/1/2031	31,168.17	3.500%	12,739.39	43,907.56	
3/15/2031	31,210.80	3.500%	12,696.97	43,907.57	
4/1/2031	28,541.40	3.500%	15,366.16	43,907.56	
4/15/2031	31,291.93	3.500%	12,815.64	43,907.57	
5/1/2031	29,538.38	3.500%	14,369.20	43,907.58	
5/15/2031	31,374.72	3.500%	12,532.84	43,907.56	
6/1/2031	28,740.98	3.500%	15,168.60	43,907.58	
6/15/2031	31,458.55	3.500%	12,451.02	43,907.57	
7/1/2031	29,726.76	3.500%	14,180.80	43,907.56	
7/15/2031	31,539.82	3.500%	12,387.74	43,907.56	
8/1/2031	28,941.72	3.500%	14,965.84	43,907.56	
8/15/2031	31,622.15	3.500%	12,285.42	43,907.57	
9/1/2031	29,041.82	3.500%	14,865.75	43,907.57	
9/15/2031	31,704.72	3.500%	12,202.85	43,907.57	
10/1/2031	30,010.77	3.500%	13,896.80	43,907.57	
10/15/2031	31,788.73	3.500%	12,118.85	43,907.58	
11/1/2031	29,244.36	3.500%	14,883.20	43,907.56	
11/15/2031	31,871.79	3.500%	12,035.78	43,907.57	
12/1/2031	30,201.97	3.500%	13,705.59	43,907.56	
12/15/2031	31,956.28	3.500%	11,951.29	43,907.57	1,053,781.64
1/1/2032	29,448.11	3.500%	14,459.46	43,907.57	
1/15/2032	32,039.87	3.500%	11,867.71	43,907.58	
2/1/2032	29,549.73	3.500%	14,357.83	43,907.56	
2/15/2032	32,123.69	3.500%	11,783.88	43,907.57	
3/1/2032	31,328.83	3.500%	12,578.74	43,907.57	
3/15/2032	32,210.05	3.500%	11,697.51	43,907.56	
4/1/2032	29,756.68	3.500%	14,150.89	43,907.57	
4/15/2032	32,294.41	3.500%	11,613.17	43,907.58	
5/1/2032	30,685.61	3.500%	13,221.96	43,907.57	
5/15/2032	32,380.12	3.500%	11,527.45	43,907.57	
6/1/2032	29,953.47	3.500%	13,944.10	43,907.57	
6/15/2032	32,464.98	3.500%	11,442.59	43,907.57	
7/1/2032	30,880.82	3.500%	13,026.74	43,907.56	
7/15/2032	32,551.21	3.500%	11,356.37	43,907.58	
8/1/2032	30,171.49	3.500%	13,736.08	43,907.57	
8/15/2032	32,636.57	3.500%	11,271.00	43,907.57	
9/1/2032	30,275.31	3.500%	13,832.27	43,907.58	
9/15/2032	32,722.20	3.500%	11,185.37	43,907.57	
10/1/2032	31,175.19	3.500%	12,732.37	43,907.56	
10/15/2032	32,809.17	3.500%	11,098.39	43,907.56	
11/1/2032	30,485.17	3.500%	13,422.40	43,907.57	
11/15/2032	32,895.32	3.500%	11,012.24	43,907.56	
12/1/2032	31,373.32	3.500%	12,534.25	43,907.57	
12/15/2032	32,202.46	3.750%	11,705.11	43,907.57	1,053,781.66
1/1/2033	29,751.25	3.750%	14,156.32	43,907.57	
1/15/2033	32,292.82	3.750%	11,614.76	43,907.58	
2/1/2033	29,861.12	3.750%	14,046.45	43,907.57	
2/15/2033	32,383.45	3.750%	11,524.12	43,907.57	
3/1/2033	32,430.68	3.750%	11,476.89	43,907.57	
3/15/2033	32,477.97	3.750%	11,429.60	43,907.57	
4/1/2033	30,086.28	3.750%	13,821.28	43,907.56	
4/15/2033	32,569.21	3.750%	11,338.36	43,907.57	
5/1/2033	31,003.73	3.750%	12,903.84	43,907.57	
5/15/2033	32,661.92	3.750%	11,245.65	43,907.57	
6/1/2033	30,309.99	3.750%	13,597.59	43,907.58	
6/15/2033	32,753.75	3.750%	11,153.81	43,907.56	
7/1/2033	31,214.94	3.750%	12,692.62	43,907.56	
7/15/2033	32,847.04	3.750%	11,080.52	43,907.56	
8/1/2033	30,535.10	3.750%	13,372.47	43,907.57	
8/15/2033	32,939.47	3.750%	10,968.09	43,907.56	
9/1/2033	30,647.50	3.750%	13,280.07	43,907.57	
9/15/2033	33,032.21	3.750%	10,875.36	43,907.57	
10/1/2033	31,533.64	3.750%	12,373.93	43,907.57	
10/15/2033	33,126.36	3.750%	10,781.20	43,907.56	

11/1/2033	30,874.77	3.750%	13,032.80	43,907.57	
11/15/2033	33,219.70	3.750%	10,887.87	43,907.57	
12/1/2033	31,748.23	3.750%	12,159.34	43,907.57	
12/15/2033	33,314.44	3.750%	10,593.12	43,907.56	
1/1/2034	31,103.48	3.750%	12,804.08	43,907.56	1,053,781.62
1/15/2034	33,408.39	3.750%	10,499.18	43,907.57	
2/1/2034	31,217.72	3.750%	12,689.04	43,907.56	
2/15/2034	33,502.63	3.750%	10,404.93	43,907.56	
3/1/2034	33,551.49	3.750%	10,356.08	43,907.57	
3/15/2034	33,800.42	3.750%	10,307.15	43,907.57	
4/1/2034	31,451.25	3.750%	12,456.32	43,907.57	
4/15/2034	33,695.29	3.750%	10,212.28	43,907.57	
5/1/2034	32,292.55	3.750%	11,615.02	43,907.57	
5/15/2034	33,791.52	3.750%	10,116.05	43,907.57	
6/1/2034	31,883.63	3.750%	12,223.93	43,907.56	
6/15/2034	33,887.00	3.750%	10,020.56	43,907.56	
7/1/2034	32,511.97	3.750%	11,395.59	43,907.56	
7/15/2034	33,983.84	3.750%	9,923.73	43,907.57	
8/1/2034	31,917.50	3.750%	11,990.06	43,907.56	
8/15/2034	34,079.94	3.750%	9,827.62	43,907.56	
9/1/2034	32,034.37	3.750%	11,873.19	43,907.56	
9/15/2034	34,176.36	3.750%	9,731.21	43,907.57	
10/1/2034	32,843.15	3.750%	11,064.42	43,907.57	
10/15/2034	34,274.10	3.750%	9,633.47	43,907.57	
11/1/2034	32,270.47	3.750%	11,637.09	43,907.56	
11/15/2034	34,371.14	3.750%	9,536.43	43,907.57	
12/1/2034	33,066.09	3.750%	10,841.49	43,907.56	
12/15/2034	34,469.49	3.750%	9,438.08	43,907.57	1,053,781.59
1/1/2035	32,508.08	3.750%	11,399.49	43,907.57	
1/15/2035	34,567.16	3.750%	9,340.41	43,907.57	
2/1/2035	32,826.87	3.750%	11,280.71	43,907.56	
2/15/2035	34,665.15	3.750%	9,242.41	43,907.56	
3/1/2035	34,715.71	3.750%	9,191.86	43,907.57	
3/15/2035	34,766.33	3.750%	9,141.23	43,907.56	
4/1/2035	32,869.06	3.750%	11,038.60	43,907.56	
4/15/2035	34,864.97	3.750%	9,042.60	43,907.57	
5/1/2035	33,631.28	3.750%	10,276.29	43,907.57	
5/15/2035	34,964.87	3.750%	8,942.71	43,907.56	
6/1/2035	33,110.48	3.750%	10,797.09	43,907.57	
6/15/2035	35,064.13	3.750%	8,843.43	43,907.56	
7/1/2035	33,859.23	3.750%	10,048.34	43,907.57	
7/15/2035	35,164.65	3.750%	8,742.92	43,907.57	
8/1/2035	33,353.44	3.750%	10,554.13	43,907.57	
8/15/2035	35,264.57	3.750%	8,643.00	43,907.57	
9/1/2035	33,474.95	3.750%	10,432.62	43,907.57	

9/15/2035	35,364.82	3.750%	8,542.75	43,907.57	
10/1/2035	34,203.36	3.750%	9,704.20	43,907.56	
10/15/2035	35,466.27	3.750%	8,441.30	43,907.57	
11/1/2035	33,720.22	3.750%	10,187.34	43,907.56	
11/15/2035	35,567.17	3.750%	8,340.40	43,907.57	
12/1/2035	34,434.98	3.750%	9,472.61	43,907.57	
12/15/2035	35,669.25	3.750%	8,238.31	43,907.56	1,053,781.63
1/1/2036	33,967.06	3.750%	9,940.50	43,907.56	
1/15/2036	35,770.81	3.750%	8,136.76	43,907.57	
2/1/2036	34,090.56	3.750%	9,817.01	43,907.57	
2/15/2036	35,872.69	3.750%	8,034.88	43,907.57	
3/1/2036	35,354.82	3.750%	8,552.75	43,907.57	
3/15/2036	35,976.56	3.750%	7,931.01	43,907.57	
4/1/2036	34,340.77	3.750%	9,566.80	43,907.57	
4/15/2036	36,079.11	3.750%	7,828.46	43,907.57	
5/1/2036	35,020.89	3.750%	8,888.68	43,907.57	
5/15/2036	36,182.79	3.750%	7,724.77	43,907.56	
6/1/2036	34,591.56	3.750%	9,316.01	43,907.57	
6/15/2036	36,288.01	3.750%	7,621.56	43,907.57	
7/1/2036	35,257.70	3.750%	8,649.88	43,907.58	
7/15/2036	36,390.34	3.750%	7,517.23	43,907.57	
8/1/2036	34,843.95	3.750%	9,063.62	43,907.57	
8/15/2036	36,494.22	3.750%	7,413.34	43,907.56	
9/1/2036	34,970.28	3.750%	8,937.29	43,907.57	
9/15/2036	36,598.44	3.750%	7,309.12	43,907.56	
10/1/2036	35,615.28	3.750%	8,292.29	43,907.57	
10/15/2036	36,703.75	3.750%	7,203.81	43,907.56	
11/1/2036	35,225.08	3.750%	8,682.49	43,907.57	
11/15/2036	36,808.65	3.750%	7,098.92	43,907.57	
12/1/2036	36,855.87	3.750%	8,051.70	43,907.57	
12/15/2036	36,914.82	3.750%	6,992.95	43,907.57	1,053,781.64
1/1/2037	35,481.50	3.750%	8,426.07	43,907.57	
1/15/2037	37,020.20	3.750%	8,887.37	43,907.57	
2/1/2037	35,809.89	3.750%	8,297.68	43,907.57	
2/15/2037	37,126.12	3.750%	6,781.45	43,907.57	
3/1/2037	37,180.28	3.750%	6,727.31	43,907.57	
3/15/2037	37,234.48	3.750%	6,673.09	43,907.57	
4/1/2037	36,870.47	3.750%	8,037.10	43,907.57	
4/15/2037	37,341.09	3.750%	6,568.48	43,907.57	
5/1/2037	36,465.26	3.750%	7,442.31	43,907.57	
5/15/2037	37,448.73	3.750%	6,458.84	43,907.57	
6/1/2037	36,131.00	3.750%	7,776.56	43,907.56	
6/15/2037	37,558.03	3.750%	6,351.54	43,907.57	
7/1/2037	36,711.26	3.750%	7,196.31	43,907.57	
7/15/2037	37,664.34	3.750%	6,243.23	43,907.57	
8/1/2037	36,393.20	3.750%	7,514.37	43,907.57	
8/15/2037	37,772.34	3.750%	6,135.23	43,907.57	
9/1/2037	36,524.53	3.750%	7,383.03	43,907.56	
9/15/2037	37,880.89	3.750%	6,026.88	43,907.57	
10/1/2037	37,082.84	3.750%	6,824.73	43,907.57	
10/15/2037	37,990.01	3.750%	5,917.56	43,907.57	
11/1/2037	36,789.23	3.750%	7,118.33	43,907.56	
11/15/2037	38,099.06	3.750%	5,808.51	43,907.57	
12/1/2037	37,332.77	3.750%	6,574.79	43,907.56	
12/15/2037	38,209.07	3.750%	5,698.50	43,907.57	1,053,781.64
1/1/2038	37,055.62	3.750%	6,851.95	43,907.57	
1/15/2038	38,318.83	3.750%	5,588.74	43,907.57	
2/1/2038	37,189.10	3.750%	6,718.47	43,907.57	
2/15/2038	38,428.94	3.750%	5,478.82	43,907.56	
3/1/2038	38,484.98	3.750%	5,422.58	43,907.56	
3/15/2038	38,541.11	3.750%	5,366.48	43,907.57	
4/1/2038	37,459.40	3.750%	6,448.16	43,907.56	
4/15/2038	38,651.84	3.750%	5,255.62	43,907.56	
5/1/2038	37,965.56	3.750%	5,942.01	43,907.57	
5/15/2038	38,763.68	3.750%	5,143.89	43,907.57	
6/1/2038	37,730.07	3.750%	6,177.51	43,907.58	
6/15/2038	38,875.23	3.750%	5,032.34	43,907.57	
7/1/2038	38,221.12	3.750%	5,686.45	43,907.57	
7/15/2038	38,987.86	3.750%	4,919.90	43,907.56	
8/1/2038	38,002.44	3.750%	5,905.13	43,907.57	
8/15/2038	39,099.94	3.750%	4,807.63	43,907.57	
9/1/2038	38,138.97	3.750%	5,768.59	43,907.56	
9/15/2038	39,212.58	3.750%	4,694.99	43,907.57	
10/1/2038	38,807.22	3.750%	5,300.35	43,907.57	
10/15/2038	39,326.07	3.750%	4,581.50	43,907.57	
11/1/2038	38,413.96	3.750%	5,493.61	43,907.57	
11/15/2038	39,439.44	3.750%	4,468.13	43,907.57	
12/1/2038	38,868.87	3.750%	5,040.70	43,907.57	
12/15/2038	39,553.63	3.750%	4,353.93	43,907.56	1,053,781.62
1/1/2039	38,690.69	3.750%	5,216.87	43,907.56	

1/15/2039	39,667.74	3.760%	4,239.83	43,907.57	
2/1/2039	38,829.45	3.750%	5,078.12	43,907.57	
2/15/2039	39,782.22	3.750%	4,125.35	43,907.57	
3/1/2039	39,840.23	3.760%	4,067.34	43,907.57	
3/15/2039	39,898.33	3.750%	4,009.23	43,907.56	
4/1/2039	39,109.86	3.750%	4,797.70	43,907.56	
4/15/2039	40,013.55	3.750%	3,894.01	43,907.56	
5/1/2039	39,523.95	3.750%	4,383.61	43,907.56	
5/15/2039	40,129.54	3.750%	3,778.02	43,907.56	
6/1/2039	39,391.03	3.750%	4,516.54	43,907.57	
6/15/2039	40,245.51	3.750%	3,662.05	43,907.56	
7/1/2039	39,789.44	3.750%	4,118.13	43,907.57	
7/15/2039	40,362.23	3.750%	3,545.34	43,907.57	
8/1/2039	39,673.99	3.750%	4,233.59	43,907.57	
8/15/2039	40,478.95	3.750%	3,428.82	43,907.57	
9/1/2039	39,815.93	3.750%	4,091.64	43,907.57	
9/15/2039	40,596.05	3.750%	3,311.52	43,907.57	
10/1/2039	40,190.83	3.750%	3,718.94	43,907.57	
10/15/2039	40,713.86	3.750%	3,193.71	43,907.57	
11/1/2039	40,101.69	3.750%	3,805.98	43,907.57	
11/15/2039	40,831.72	3.750%	3,075.85	43,907.57	
12/1/2039	40,460.36	3.750%	3,447.21	43,907.57	
12/15/2039	40,950.27	3.750%	2,957.30	43,907.57	1,053,781.61
1/1/2040	40,389.08	3.750%	3,518.49	43,907.57	
1/15/2040	41,068.89	3.750%	2,838.88	43,907.57	
2/1/2040	40,533.32	3.750%	3,374.24	43,907.56	
2/15/2040	41,187.89	3.750%	2,719.68	43,907.57	
3/1/2040	41,057.98	3.750%	2,849.58	43,907.56	
3/15/2040	41,307.83	3.750%	2,599.74	43,907.57	
4/1/2040	40,823.89	3.750%	3,083.67	43,907.56	
4/15/2040	41,427.61	3.750%	2,479.96	43,907.57	
5/1/2040	41,142.37	3.750%	2,765.19	43,907.56	
5/15/2040	41,548.02	3.750%	2,359.55	43,907.57	
6/1/2040	41,115.98	3.750%	2,791.59	43,907.57	
6/15/2040	41,668.57	3.760%	2,238.99	43,907.56	
7/1/2040	41,418.16	3.750%	2,489.40	43,907.56	
7/15/2040	41,789.74	3.750%	2,117.83	43,907.57	
8/1/2040	41,409.82	3.750%	2,497.64	43,907.56	
8/15/2040	41,911.07	3.750%	1,996.49	43,907.56	
9/1/2040	41,557.47	3.750%	2,350.10	43,907.57	
9/15/2040	42,032.80	3.750%	1,874.77	43,907.57	
10/1/2040	41,835.03	3.750%	2,072.54	43,907.57	
10/15/2040	42,155.11	3.750%	1,752.46	43,907.57	
11/1/2040	41,854.23	3.750%	2,053.34	43,907.57	
11/15/2040	42,277.62	3.750%	1,529.95	43,907.57	
12/1/2040	42,115.23	3.750%	1,792.33	43,907.56	
12/15/2040	42,400.89	3.750%	1,508.87	43,907.56	1,053,781.58
1/1/2041	42,152.88	3.750%	1,754.69	43,907.57	
1/15/2041	42,524.00	3.750%	1,383.57	43,907.57	
2/1/2041	42,302.82	3.750%	1,604.74	43,907.56	
2/15/2041	42,647.71	3.750%	1,258.86	43,907.57	
3/1/2041	42,709.90	3.750%	1,197.67	43,907.57	
3/15/2041	42,772.19	3.750%	1,135.38	43,907.57	
4/1/2041	42,804.83	3.750%	1,302.93	43,907.56	
4/15/2041	42,896.89	3.750%	1,010.87	43,907.56	
5/1/2041	42,823.78	3.750%	1,083.79	43,907.57	
5/15/2041	43,021.70	3.750%	885.86	43,907.56	
6/1/2041	42,908.06	3.750%	999.51	43,907.57	
6/15/2041	43,147.02	3.750%	780.55	43,907.57	
7/1/2041	43,110.28	3.750%	797.29	43,907.57	
7/15/2041	43,272.81	3.750%	634.76	43,907.57	
8/1/2041	43,213.42	3.750%	694.15	43,907.57	
8/15/2041	43,398.93	3.750%	508.63	43,907.56	
9/1/2041	43,366.79	3.750%	540.77	43,907.56	
9/15/2041	43,525.47	3.750%	382.10	43,907.57	
10/1/2041	43,543.42	3.750%	364.14	43,907.56	
10/15/2041	43,852.44	3.750%	255.12	43,907.56	
11/1/2041	43,675.08	3.750%	232.49	43,907.57	
11/15/2041	43,779.80	3.750%	127.77	43,907.57	
12/1/2041	43,834.51	3.750%	73.06	43,907.57	1,053,781.59
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	17,000,000.00		7,949,915.25	24,949,915.25	25,037,730.38

LACKAWANNA COUNTY
LACKAWANNA COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BONDS, SERIES OF 2017

ESTIMATED DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
15-Jun-17					
1-Sep-17	900,000.00	2.0000%	466,638.68	1,366,638.68	1,366,638.68
1-Mar-18	-		1,096,196.88	1,096,196.88	-
1-Sep-18	5,000.00	3.0000%	1,096,196.88	1,101,196.88	2,197,393.76
1-Mar-19	-		1,096,121.88	1,096,121.88	-
1-Sep-19	5,000.00	4.0000%	1,096,121.88	1,101,121.88	2,197,243.76
1-Mar-20	-		1,096,021.88	1,096,021.88	-
1-Sep-20	5,000.00	4.0000%	1,096,021.88	1,101,021.88	2,197,043.76
1-Mar-21	-		1,095,921.88	1,095,921.88	-
1-Sep-21	795,000.00	4.0000%	1,095,921.88	1,890,921.88	2,986,843.76
1-Mar-22	-		1,080,021.88	1,080,021.88	-
1-Sep-22	2,025,000.00	4.0000%	1,080,021.88	3,105,021.88	4,185,043.76
1-Mar-23	-		1,039,521.88	1,039,521.88	-
1-Sep-23	3,705,000.00	4.0000%	1,039,521.88	4,744,521.88	5,784,043.76
1-Mar-24	-		965,421.88	965,421.88	-
1-Sep-24	4,180,000.00	5.0000%	965,421.88	5,145,421.88	6,110,843.76
1-Mar-25	-		860,921.88	860,921.88	-
1-Sep-25	4,350,000.00	5.0000%	860,921.88	5,210,921.88	6,071,843.76
1-Mar-26	-		752,171.88	752,171.88	-
1-Sep-26	4,525,000.00	5.0000%	752,171.88	5,277,171.88	6,029,343.76
1-Mar-27	-		639,046.88	639,046.88	-
1-Sep-27	4,715,000.00	3.0000%	639,046.88	5,354,046.88	5,993,093.76
1-Mar-28	-		568,321.88	568,321.88	-
1-Sep-28	4,785,000.00	3.1250%	568,321.88	5,353,321.88	5,921,643.76
1-Mar-29	-		493,556.25	493,556.25	-
1-Sep-29	4,885,000.00	3.2500%	493,556.25	5,378,556.25	5,872,112.50
1-Mar-30	-		414,175.00	414,175.00	-
1-Sep-30	3,555,000.00	3.5000%	414,175.00	3,969,175.00	4,383,350.00
1-Mar-31	-		351,962.50	351,962.50	-
1-Sep-31	3,625,000.00	3.5000%	351,962.50	3,976,962.50	4,328,925.00
1-Mar-32	-		288,525.00	288,525.00	-
1-Sep-32	3,705,000.00	3.5000%	288,525.00	3,993,525.00	4,282,050.00
1-Mar-33	-		223,687.50	223,687.50	-
1-Sep-33	3,780,000.00	3.7500%	223,687.50	4,003,687.50	4,227,375.00
1-Mar-34	-		152,812.50	152,812.50	-
1-Sep-34	3,865,000.00	3.7500%	152,812.50	4,017,812.50	4,170,625.00
1-Mar-35	-		80,343.75	80,343.75	-
1-Sep-35	4,285,000.00	3.7500%	80,343.75	4,365,343.75	4,445,687.50
	57,695,000.00		25,056,145.04	82,751,145.04	82,751,145.04

SCHEDULE II

PREVIOUSLY EXECUTED INTEREST RATE MANAGEMENT AGREEMENTS

VARIABLE-to-VARIABLE SWAP: (Series B of 2010)

COUNTERPARTY: PNC Bank

Outstanding Notional Amount: \$58,240,000 - Status: Active

Trade Date: September 14, 2010

Effective Date: October 1, 2010

Termination Date: September 1, 2035

Terms: The County entered into a variable-to-variable interest rate swap to manage the interest rate cost with respect to its Series B of 2010 Bonds. Under the terms of the swap agreement, the County pays PNC Bank a variable rate of interest equal to the SIFMA Index + a spread of 78.7 basis points (0.787%) and PNC pays the County a variable rate of interest equal to 68% of 3 Month LIBOR + a spread of 15 basis points (0.15%).

* The above swap will no longer be outstanding at the time the 2017 swap contemplated in this interest rate management plan is closed.

SCHEDULE III

**ALL MAXIMUM PROFESSIONAL FEES
ASSOCIATED WITH THE COUNTY'S
PROPOSED INTEREST RATE MANAGEMENT
AGREEMENT**

Maximum Professional Fees to be Paid in Connection with the Proposed Interest Rate Swap Agreement

Under the provisions of this Interest Rate Management Plan, as approved by an ordinance of the County Commissioners, as required by LGUDA, the County Commissioners have authorized the County to enter into a variable-to-variable interest rate swap with respect to the County's anticipated Series of 2017 Bonds. In connection with the interest rate swap authorized by the County, the Counterparty shall pay all professional fees and expenses on behalf of the County in amounts not to exceed the following for the interest rate management agreement:

Stevens & Lee, P.C:
(Swap Counsel)

\$35,000

Financial S&Lutions LLC:
(Swap Advisor)

The Present Value of one and one quarter
(1.25) basis points which at the time of
execution is expected to be approx. \$85,000

SCHEDULE IV

**MAXIMUM SCHEDULED PAYMENTS TO BE
PAID AND RECEIVED BY THE COUNTY IN
CONNECTION WITH THE PROPOSED
INTEREST RATE MANAGEMENT
AGREEMENT**

**ESTIMATED SCHEDULED PAYMENTS TO
BE PAID AND RECEIVED BY THE COUNTY
IN CONNECTION WITH THE PROPOSED
INTEREST RATE MANAGEMENT
AGREEMENT**

MAXIMUM PERIODIC NET PAYMENTS

ESTIMATED DEBT SERVICE
(General Obligation Bonds, Series of 2017)

NET SWAP & DEBT PAYMENTS

2017 BASIS SWAP
(Assumes a 12% SFIMA & a 0% 3M LIBOR Average)

Payment Date	Principal	Estimated Coupon	Interest	Debt Service	Annual Debt Service	MINIMUM FLOATING RECEIPT			ESTIMATED FLOATING PAYMENT			Net Debt Service (Annual)	Outstanding Notional	
						Rate (1)	Receipt	Annual Receipt	Rate (2)	Payment	Annual Payment			
15-Jun-17														
1-Sep-17	900,000.00	2.0000%	466,638.68	1,366,638.68	1,366,638.68	0.0000%	0.00	0.00	12.0000%	3,461,700	6,923,400	4,828,339	57,695,000	
1-Mar-18	-	-	1,096,196.88	1,096,196.88	-	0.0000%	0.00	0.00	12.0000%	3,407,700	-	4,503,897	56,795,000	
1-Sep-18	5,000.00	3.0000%	1,096,196.88	1,101,196.88	2,197,393.76	0.0000%	0.00	0.00	12.0000%	3,407,700	6,815,400	4,508,897	56,795,000	
1-Mar-19	-	-	1,096,121.88	1,096,121.88	-	0.0000%	0.00	0.00	12.0000%	3,407,400	-	4,503,522	56,790,000	
1-Sep-19	5,000.00	4.0000%	1,096,121.88	1,101,121.88	2,197,243.76	0.0000%	0.00	0.00	12.0000%	3,407,400	6,814,800	4,508,522	56,790,000	
1-Mar-20	-	-	1,096,021.88	1,096,021.88	-	0.0000%	0.00	0.00	12.0000%	3,407,100	-	4,503,122	56,785,000	
1-Sep-20	5,000.00	4.0000%	1,096,021.88	1,101,021.88	2,197,043.76	0.0000%	0.00	0.00	12.0000%	3,407,100	6,814,200	4,508,122	56,785,000	
1-Mar-21	-	-	1,095,921.88	1,095,921.88	-	0.0000%	0.00	0.00	12.0000%	3,406,800	-	4,502,722	56,780,000	
1-Sep-21	795,000.00	4.0000%	1,095,921.88	1,095,921.88	2,986,843.76	0.0000%	0.00	0.00	12.0000%	3,406,800	6,813,600	5,297,722	56,780,000	
1-Mar-22	-	-	1,080,021.88	1,080,021.88	-	0.0000%	0.00	0.00	12.0000%	3,359,100	-	4,439,122	55,985,000	
1-Sep-22	2,025,000.00	4.0000%	1,080,021.88	1,080,021.88	4,185,043.76	0.0000%	0.00	0.00	12.0000%	3,359,100	6,718,200	6,464,122	55,985,000	
1-Mar-23	-	-	1,039,521.88	1,039,521.88	-	0.0000%	0.00	0.00	12.0000%	3,237,600	-	4,277,122	53,960,000	
1-Sep-23	3,705,000.00	4.0000%	1,039,521.88	1,039,521.88	5,784,043.76	0.0000%	0.00	0.00	12.0000%	3,237,600	6,475,200	7,982,122	53,960,000	
1-Mar-24	-	-	965,421.88	965,421.88	-	0.0000%	0.00	0.00	12.0000%	3,015,300	-	3,980,722	50,255,000	
1-Sep-24	4,180,000.00	5.0000%	965,421.88	965,421.88	6,110,843.76	0.0000%	0.00	0.00	12.0000%	3,015,300	6,030,600	8,160,722	50,255,000	
1-Mar-25	-	-	860,921.88	860,921.88	-	0.0000%	0.00	0.00	12.0000%	2,764,500	-	3,625,422	46,075,000	
1-Sep-25	4,350,000.00	5.0000%	860,921.88	860,921.88	6,071,843.76	0.0000%	0.00	0.00	12.0000%	2,764,500	5,529,000	7,975,422	46,075,000	
1-Mar-26	-	-	752,171.88	752,171.88	-	0.0000%	0.00	0.00	12.0000%	2,503,500	-	3,253,672	41,725,000	
1-Sep-26	4,525,000.00	5.0000%	752,171.88	752,171.88	6,029,343.76	0.0000%	0.00	0.00	12.0000%	2,503,500	5,007,000	7,780,672	41,725,000	
1-Mar-27	-	-	639,046.88	639,046.88	-	0.0000%	0.00	0.00	12.0000%	2,232,000	-	2,871,047	37,200,000	
1-Sep-27	4,715,000.00	3.0000%	639,046.88	639,046.88	5,993,093.76	0.0000%	0.00	0.00	12.0000%	2,232,000	4,464,000	7,586,047	37,200,000	
1-Mar-28	-	-	568,321.88	568,321.88	-	0.0000%	0.00	0.00	12.0000%	1,949,100	-	2,517,422	32,485,000	
1-Sep-28	4,785,000.00	3.1250%	568,321.88	568,321.88	5,921,643.76	0.0000%	0.00	0.00	12.0000%	1,949,100	3,898,200	7,302,422	32,485,000	
1-Mar-29	-	-	493,556.25	493,556.25	-	0.0000%	0.00	0.00	12.0000%	1,662,000	-	2,153,556	27,700,000	
1-Sep-29	4,885,000.00	3.2500%	493,556.25	493,556.25	5,872,112.50	0.0000%	0.00	0.00	12.0000%	1,662,000	3,324,000	7,040,556	27,700,000	
1-Mar-30	-	-	414,175.00	414,175.00	-	0.0000%	0.00	0.00	12.0000%	1,568,900	-	1,783,075	22,815,000	
1-Sep-30	3,555,000.00	3.5000%	414,175.00	414,175.00	4,383,350.00	0.0000%	0.00	0.00	12.0000%	1,568,900	2,737,800	5,338,075	22,815,000	
1-Mar-31	-	-	351,962.50	351,962.50	-	0.0000%	0.00	0.00	12.0000%	1,155,600	-	1,507,563	19,260,000	
1-Sep-31	3,625,000.00	3.5000%	351,962.50	351,962.50	4,328,925.00	0.0000%	0.00	0.00	12.0000%	1,155,600	2,311,200	5,132,563	19,260,000	
1-Mar-32	-	-	288,525.00	288,525.00	-	0.0000%	0.00	0.00	12.0000%	938,100	-	1,226,625	15,635,000	
1-Sep-32	3,705,000.00	3.5000%	288,525.00	288,525.00	4,282,050.00	0.0000%	0.00	0.00	12.0000%	938,100	1,876,200	4,931,625	15,635,000	
1-Mar-33	-	-	223,687.50	223,687.50	-	0.0000%	0.00	0.00	12.0000%	715,800	-	939,488	11,930,000	
1-Sep-33	3,780,000.00	3.7500%	223,687.50	223,687.50	4,227,375.00	0.0000%	0.00	0.00	12.0000%	715,800	1,431,600	4,719,488	11,930,000	
1-Mar-34	-	-	152,812.50	152,812.50	-	0.0000%	0.00	0.00	12.0000%	489,000	-	641,813	8,150,000	
1-Sep-34	3,865,000.00	3.7500%	152,812.50	152,812.50	4,170,625.00	0.0000%	0.00	0.00	12.0000%	489,000	978,000	4,506,813	8,150,000	
1-Mar-35	-	-	80,343.75	80,343.75	-	0.0000%	0.00	0.00	12.0000%	257,100	-	337,444	4,285,000	
1-Sep-35	4,285,000.00	3.7500%	80,343.75	80,343.75	4,445,687.50	0.0000%	0.00	0.00	12.0000%	257,100	514,200	4,622,444	4,285,000	
	57,695,000		25,056,145.04	82,751,145.04	82,751,145.04	0.00	0.00	0.00		82,014,900	85,476,600	164,766,045		

(1) Assumes the County receives a net 0% variable rate from the counterparty under the terms of the swap agreement
(2) Assumes the Maximum SFIMA Rate (12.00%)

MAXIMUM PERIODIC NET RECEIPTS

ESTIMATED DEBT SERVICE
(General Obligation Bonds, Series of 2017)

2017 BASIS SWAP
(Assumes a 1% SIEMMA & a 12% 3M LIBOR Average)

NET SWAP & DEBT
PAYMENTS

Payment Date	Principal	Estimated Coupon	Interest	Debt Service	Annual Debt Service	MAXIMUM FLOATING RECEIPT			MINIMUM FLOATING PAYMENT			Net Debt Service (Annual)	Net Debt Service (Annual)	Outstanding National		
						Rate (1)	Receipt	Annual Receipt	Rate (2)	Payment	Annual Payment					
15-Jun-17																
1-Sep-17	900,000.00	2.0000%	466,638.68	1,366,638.68	1,366,638.68	8.2600%	2,392,804	2,392,804	1.0000%	288,475	288,475	(727,690)	(727,690)	57,695,000		
1-Mar-18	-	3.0000%	1,096,196.88	1,096,196.88	-	8.2600%	2,345,654	2,345,654	1.0000%	283,975	283,975	(965,462)	(965,462)	56,795,000		
1-Sep-18	5,000.00	3.0000%	1,096,196.88	1,101,196.88	2,197,393.76	8.2600%	2,345,654	4,691,267	1.0000%	283,975	567,950	(960,462)	(1,925,923)	56,795,000		
1-Mar-19	-	4.0000%	1,096,121.88	1,096,121.88	-	8.2600%	2,345,427	2,345,427	1.0000%	283,950	283,950	(965,355)	(965,355)	56,790,000		
1-Sep-19	5,000.00	4.0000%	1,096,121.88	1,101,121.88	2,197,243.76	8.2600%	2,345,427	4,690,854	1.0000%	283,950	567,900	(960,355)	(1,923,710)	56,790,000		
1-Mar-20	-	4.0000%	1,096,021.88	1,096,021.88	-	8.2600%	2,345,221	2,345,221	1.0000%	283,925	283,925	(965,274)	(965,274)	56,785,000		
1-Sep-20	5,000.00	4.0000%	1,096,021.88	1,101,021.88	2,197,043.76	8.2600%	2,345,221	4,690,441	1.0000%	283,925	567,850	(960,274)	(1,923,547)	56,785,000		
1-Mar-21	-	4.0000%	1,095,921.88	1,095,921.88	-	8.2600%	2,345,014	2,345,014	1.0000%	283,900	283,900	(965,192)	(965,192)	56,780,000		
1-Sep-21	795,000.00	4.0000%	1,095,921.88	1,890,921.88	2,986,843.76	8.2600%	2,345,014	4,690,028	1.0000%	283,900	567,800	(1,133,384)	(1,133,384)	56,780,000		
1-Mar-22	-	4.0000%	1,080,021.88	1,080,021.88	-	8.2600%	2,312,181	2,312,181	1.0000%	279,925	279,925	-	-	55,985,000		
1-Sep-22	2,025,000.00	4.0000%	1,080,021.88	3,105,021.88	4,185,043.76	8.2600%	2,312,181	4,624,361	1.0000%	279,925	559,850	-	-	55,985,000		
1-Mar-23	-	4.0000%	1,039,521.88	1,039,521.88	-	8.2600%	2,228,548	2,228,548	1.0000%	269,800	269,800	1,072,766	1,072,766	53,960,000		
1-Sep-23	3,705,000.00	4.0000%	1,039,521.88	4,744,521.88	5,784,043.76	8.2600%	2,228,548	4,457,096	1.0000%	269,800	539,600	(919,226)	(919,226)	53,960,000		
1-Mar-24	-	5.0000%	965,421.88	965,421.88	-	8.2600%	2,075,532	2,075,532	1.0000%	251,275	251,275	(858,835)	(858,835)	53,960,000		
1-Sep-24	4,180,000.00	5.0000%	965,421.88	5,145,421.88	6,110,843.76	8.2600%	2,075,532	4,151,065	1.0000%	251,275	502,550	3,321,165	2,462,331	50,255,000		
1-Mar-25	-	5.0000%	860,921.88	860,921.88	-	8.2600%	1,902,898	1,902,898	1.0000%	230,375	230,375	(811,601)	(811,601)	46,075,000		
1-Sep-25	4,350,000.00	5.0000%	860,921.88	5,210,921.88	6,071,843.76	8.2600%	1,902,898	3,805,795	1.0000%	230,375	460,750	3,538,399	2,726,799	46,075,000		
1-Mar-26	-	5.0000%	752,171.88	752,171.88	-	8.2600%	1,723,243	1,723,243	1.0000%	208,625	208,625	(762,446)	(762,446)	41,725,000		
1-Sep-26	4,525,000.00	5.0000%	752,171.88	5,274,171.88	6,029,343.76	8.2600%	1,723,243	3,446,485	1.0000%	186,000	417,250	3,762,554	3,000,109	41,725,000		
1-Mar-27	-	3.0000%	639,046.88	639,046.88	-	8.2600%	1,536,360	1,536,360	1.0000%	186,000	186,000	(711,313)	(711,313)	37,200,000		
1-Sep-27	4,715,000.00	3.0000%	639,046.88	5,354,046.88	5,993,093.76	8.2600%	1,536,360	3,072,720	1.0000%	186,000	372,000	4,003,687	3,292,374	37,200,000		
1-Mar-28	-	3.1250%	568,321.88	568,321.88	-	8.2600%	1,341,631	1,341,631	1.0000%	162,425	162,425	(610,884)	(610,884)	32,485,000		
1-Sep-28	4,785,000.00	3.1250%	568,321.88	5,353,321.88	5,921,643.76	8.2600%	1,341,631	2,683,261	1.0000%	162,425	324,830	4,174,116	3,563,233	32,485,000		
1-Mar-29	-	3.2500%	493,536.25	493,536.25	-	8.2600%	1,144,010	1,144,010	1.0000%	138,500	138,500	(511,954)	(511,954)	27,700,000		
1-Sep-29	4,885,000.00	3.2500%	493,536.25	5,378,536.25	5,872,112.50	8.2600%	1,144,010	2,288,020	1.0000%	138,500	277,000	4,373,046	3,861,093	27,700,000		
1-Mar-30	-	3.5000%	414,175.00	414,175.00	-	8.2600%	942,260	942,260	1.0000%	114,075	114,075	(414,010)	(414,010)	22,815,000		
1-Sep-30	3,555,000.00	3.5000%	414,175.00	3,969,175.00	4,583,350.00	8.2600%	942,260	1,884,519	1.0000%	114,075	228,150	3,140,991	2,726,981	22,815,000		
1-Mar-31	-	3.5000%	351,962.50	351,962.50	-	8.2600%	795,438	795,438	1.0000%	96,300	96,300	(347,176)	(347,176)	19,260,000		
1-Sep-31	3,625,000.00	3.5000%	351,962.50	3,976,962.50	4,528,925.00	8.2600%	795,438	1,590,876	1.0000%	96,300	192,600	3,277,825	2,930,649	19,260,000		
1-Mar-32	-	3.5000%	288,525.00	288,525.00	-	8.2600%	645,726	645,726	1.0000%	78,175	78,175	(279,026)	(279,026)	15,635,000		
1-Sep-32	3,705,000.00	3.5000%	288,525.00	3,993,525.00	4,282,050.00	8.2600%	645,726	1,291,451	1.0000%	78,175	156,330	3,425,975	3,146,949	15,635,000		
1-Mar-33	-	3.7500%	223,687.50	223,687.50	-	8.2600%	492,709	492,709	1.0000%	59,650	59,650	(209,372)	(209,372)	11,930,000		
1-Sep-33	3,780,000.00	3.7500%	223,687.50	4,003,687.50	4,227,375.00	8.2600%	492,709	985,418	1.0000%	59,650	119,300	3,570,629	3,561,257	11,930,000		
1-Mar-34	-	3.7500%	152,812.50	152,812.50	-	8.2600%	336,595	336,595	1.0000%	40,750	40,750	(143,033)	(143,033)	8,150,000		
1-Sep-34	3,865,000.00	3.7500%	152,812.50	4,017,812.50	4,170,625.00	8.2600%	336,595	673,190	1.0000%	40,750	81,500	3,721,968	3,578,955	8,150,000		
1-Mar-35	-	3.7500%	80,343.75	80,343.75	-	8.2600%	176,971	176,971	1.0000%	21,425	21,425	(75,202)	(75,202)	4,285,000		
1-Sep-35	4,285,000.00	3.7500%	80,343.75	4,365,343.75	4,445,687.50	8.2600%	176,971	353,941	1.0000%	21,425	42,850	4,209,798	4,134,597	4,285,000		
	57,695,000		25,056,145.04	82,751,145.04	82,751,145.04		56,453,590	56,453,590		6,834,575	6,834,575	33,132,131	33,132,131			

(1) Assumes a 12.00% 3M LIBOR average - 68% of the 12.00% 3M LIBOR average + 10 basis points (6.26%)
 (2) Assumes the Maximum SIEMMA Rate (1.00%)

ESTIMATED PERIODIC SCHEDULED NET RECEIPTS (PAYMENTS)

ESTIMATED DEBT SERVICE
(General Obligation Bonds, Series of 2017)

2017 BASIS SWAP
(Assumes 20-Year Historical SIFMA & 3M LIBOR Averages)

NET SWAP & DEBT
PAYMENTS

Payment Date	Principal	Estimated Coupon	Interest	Debt Service	Annual Debt Service	ESTIMATED FLOATING RECEIPT			ESTIMATED FLOATING PAYMENT			Net Debt Service (Annual)	Net Debt Service (Annual)	Outstanding Notional		
						Rate (1)	Receipt	Annual Receipt	Rate (2)	Payment	Annual Payment					
15-Jun-17																
1-Sep-17	900,000.00	2.0000%	466,638.68	1,366,638.68	1,366,638.68	1.7109%	493,546.11	493,546.11	2.4570%	708,783	708,783	1,581,876	1,581,876	57,695,000		
1-Mar-18			1,096,196.88	1,096,196.88		1.7109%	485,847.15	485,847.15	2.4570%	697,727	697,727	1,308,076	1,308,076	56,795,000		
1-Sep-18	5,000.00	3.0000%	1,096,196.88	1,101,196.88	2,197,393.76	1.7109%	971,694.30	971,694.30	2.4570%	1,395,453	1,395,453	2,621,153	2,621,153	56,795,000		
1-Mar-19			1,096,121.88	1,096,121.88		1.7109%	485,804.38	485,804.38	2.4570%	697,665	697,665	1,307,983	1,307,983	56,790,000		
1-Sep-19	5,000.00	4.0000%	1,096,121.88	1,101,121.88	2,197,243.76	1.7109%	971,608.75	971,608.75	2.4570%	1,395,350	1,395,350	2,620,965	2,620,965	56,790,000		
1-Mar-20			1,096,021.88	1,096,021.88		1.7109%	485,761.60	485,761.60	2.4570%	697,604	697,604	1,307,864	1,307,864	56,785,000		
1-Sep-20	5,000.00	4.0000%	1,096,021.88	1,101,021.88	2,197,043.76	1.7109%	971,523.21	971,523.21	2.4570%	1,395,207	1,395,207	2,620,728	2,620,728	56,785,000		
1-Mar-21			1,095,921.88	1,095,921.88		1.7109%	485,718.83	485,718.83	2.4570%	697,542	697,542	1,307,745	1,307,745	56,780,000		
1-Sep-21	795,000.00	4.0000%	1,095,921.88	1,890,921.88	2,986,843.76	1.7109%	971,437.66	971,437.66	2.4570%	1,395,085	1,395,085	3,410,491	3,410,491	56,780,000		
1-Mar-22			1,080,021.88	1,080,021.88		1.7109%	478,918.08	478,918.08	2.4570%	687,776	687,776	1,288,880	1,288,880	55,985,000		
1-Sep-22	2,025,000.00	4.0000%	1,080,021.88	3,105,021.88	4,185,043.76	1.7109%	978,918.08	978,918.08	2.4570%	1,375,551	1,375,551	4,602,759	4,602,759	55,985,000		
1-Mar-23			1,039,521.88	1,039,521.88		1.7109%	461,595.42	461,595.42	2.4570%	662,899	662,899	1,240,825	1,240,825	55,960,000		
1-Sep-23	3,705,000.00	4.0000%	1,039,521.88	4,744,521.88	5,784,043.76	1.7109%	923,190.85	923,190.85	2.4570%	1,325,797	1,325,797	6,186,650	6,186,650	55,960,000		
1-Mar-24			965,421.88	965,421.88		1.7109%	429,901.37	429,901.37	2.4570%	617,385	617,385	1,152,903	1,152,903	50,255,000		
1-Sep-24	4,180,000.00	5.0000%	965,421.88	5,145,421.88	6,110,843.76	1.7109%	859,802.74	859,802.74	2.4570%	1,234,765	1,234,765	6,485,806	6,485,806	50,255,000		
1-Mar-25			860,921.88	860,921.88		1.7109%	394,143.98	394,143.98	2.4570%	566,031	566,031	1,032,809	1,032,809	46,075,000		
1-Sep-25	4,350,000.00	5.0000%	860,921.88	5,210,921.88	6,071,843.76	1.7109%	788,287.96	788,287.96	2.4570%	1,152,063	1,152,063	6,415,619	6,415,619	46,075,000		
1-Mar-26			752,171.88	752,171.88		1.7109%	356,932.34	356,932.34	2.4570%	512,592	512,592	907,831	907,831	41,725,000		
1-Sep-26	4,525,000.00	5.0000%	752,171.88	5,277,171.88	6,029,343.76	1.7109%	713,864.68	713,864.68	2.4570%	1,025,183	1,025,183	6,340,662	6,340,662	41,725,000		
1-Mar-27			639,046.88	639,046.88		1.7109%	318,223.68	318,223.68	2.4570%	457,002	457,002	777,825	777,825	37,200,000		
1-Sep-27	4,715,000.00	3.0000%	639,046.88	5,354,046.88	5,993,093.76	1.7109%	518,223.68	518,223.68	2.4570%	636,447.36	636,447.36	5,492,825	5,492,825	37,200,000		
1-Mar-28			568,321.88	568,321.88		1.7109%	277,889.68	277,889.68	2.4570%	399,078	399,078	689,510	689,510	32,485,000		
1-Sep-28	4,785,000.00	3.1250%	568,321.88	5,353,321.88	5,971,643.76	1.7109%	277,889.68	277,889.68	2.4570%	399,078	399,078	5,474,510	5,474,510	32,485,000		
1-Mar-29			493,556.25	493,556.25		1.7109%	236,956.88	236,956.88	2.4570%	340,295	340,295	596,894	596,894	27,700,000		
1-Sep-29	4,885,000.00	3.2500%	493,556.25	5,378,556.25	5,872,112.50	1.7109%	236,956.88	236,956.88	2.4570%	340,295	340,295	6,078,788	6,078,788	27,700,000		
1-Mar-30			414,175.00	414,175.00		1.7109%	195,168.64	195,168.64	2.4570%	280,282	280,282	499,289	499,289	22,815,000		
1-Sep-30	3,555,000.00	3.5000%	414,175.00	3,969,175.00	4,383,350.00	1.7109%	195,168.64	195,168.64	2.4570%	280,282	280,282	4,054,289	4,054,289	22,815,000		
1-Mar-31			351,962.50	351,962.50		1.7109%	164,757.74	164,757.74	2.4570%	236,609	236,609	423,814	423,814	19,260,000		
1-Sep-31	3,625,000.00	3.5000%	351,962.50	3,976,962.50	4,328,925.00	1.7109%	164,757.74	164,757.74	2.4570%	236,609	236,609	4,472,628	4,472,628	19,260,000		
1-Mar-32			288,525.00	288,525.00		1.7109%	133,748.04	133,748.04	2.4570%	192,076	192,076	346,853	346,853	15,635,000		
1-Sep-32	3,705,000.00	3.5000%	288,525.00	3,993,525.00	4,282,050.00	1.7109%	133,748.04	133,748.04	2.4570%	192,076	192,076	4,998,706	4,998,706	15,635,000		
1-Mar-33			223,687.50	223,687.50		1.7109%	102,053.99	102,053.99	2.4570%	146,560	146,560	268,194	268,194	11,930,000		
1-Sep-33	3,780,000.00	3.7500%	223,687.50	4,005,687.50	4,227,375.00	1.7109%	102,053.99	102,053.99	2.4570%	146,560	146,560	4,048,194	4,048,194	11,930,000		
1-Mar-34			152,812.50	152,812.50		1.7109%	69,718.36	69,718.36	2.4570%	100,123	100,123	183,217	183,217	8,150,000		
1-Sep-34	3,865,000.00	3.7500%	152,812.50	4,017,812.50	4,170,625.00	1.7109%	69,718.36	69,718.36	2.4570%	100,123	100,123	4,048,217	4,048,217	8,150,000		
1-Mar-35			80,343.75	80,343.75		1.7109%	36,655.60	36,655.60	2.4570%	52,641	52,641	96,329	96,329	4,285,000		
1-Sep-35	4,285,000.00	3.7500%	80,343.75	4,365,343.75	4,445,687.50	1.7109%	36,655.60	36,655.60	2.4570%	52,641	52,641	4,381,329	4,381,329	4,285,000		
	57,695,000		25,056,145.04	82,751,145.04	82,751,145.04		11,693,137.68	11,693,137.68		16,792,551	16,792,551	87,850,558	87,850,558			

(1) Assumes the 20-Year 3-Month LIBOR average (2.50129%) - 68% of the 24-year 3-Month LIBOR average + 10 basis points (1.7109%)

(2) Assumes the 20-Year SIFMA average (1.67%) - SIFMA 20-year average + 78.7 basis points (2.4570%)

SCHEDULE V

ANALYSIS OF RISKS OF ENTERING INTO THE PROPOSED INTEREST RATE MANAGEMENT AGREEMENT

Risks Associated with a Basis Swap:

(General Obligation Bonds, Series of 2017)

Basis Risk / Interest Rate Risk – is the risk that interest rates move such that the percentage of the 3-Month LIBOR rate plus a fixed spread received by the County is lower than the variable rate paid by the County to the counterparty. If the percentage of 3-Month LIBOR rate plus a fixed spread received by the County is lower than the variable rate the County is paying to the counterparty under the terms of the swap, the County would be obligated to make a periodic net swap payment to the counterparty – based on market conditions, the net swap payment due by the County to the counterparty could be significant.

Tax Risk - is the risk that the tax laws change (such as adoption of a National Flat Tax or a reduction in the marginal income tax rates) would cause a reduction or elimination of the benefits of issuing tax-exempt debt and, in this event, the percentage of the taxable (3-Month LIBOR) market would not correlate to the tax-exempt market (SIFMA Index) on the same historic basis and the estimated benefit to the County would be significantly reduced or eliminated.

Counterparty Risk – is the risk that the counterparty will default on their swap payments under the interest rate swap agreement to the County.

Termination Risk – is the risk that the County decides to terminate the Swap or a termination event occurs and the County is obligated to terminate the Swap and market conditions are such that the County is “out of the money.” In an “out of the money” scenario the County would have to pay a termination payment to the counterparty to terminate the Swap. Depending on market movements the County could potentially owe the counterparty a significant termination payment.

Rollover Risk -- is the risk that the County is obligated to terminate or amend the Swap if it decides to refinance its General Obligation Bonds, Series of 2017.

Credit (Default) Risk -- is the risk that the County's long-term credit rating is downgraded in the future, giving the counterparty an additional termination event if the County does not post the amount of collateral needed to secure its obligations under the terms of the Swap. In the event that the County cannot post an amount of collateral required the counterparty will have the ability to obligate the County to terminate the Swap at the then current market rate.

SCHEDULE VI

TERMINATION VALUES OF THE PROPOSED INTEREST RATE MANAGEMENT AGREEMENT

LACKAWANNA COUNTY, PENNSYLVANIA

CALCULATION OF POTENTIAL TERMINATION PRICE

2017 BASIS SWAP

Calculation of the Projected Termination Price at Bond Year Calculation Date

Valuation Date	Remaining Term (Years)	Market Rate	Market Rate	Market Rate	Executed	Market Rate	Market Rate	Market Rate	Estimated Outstanding Swap Notional Amount
		-15 Ratios	-10 Ratios	- 5 Ratios	Swap Rate	+ 5 Ratios	+ 10 Ratios	+ 15 Ratios	
01-Sep-17	18	(19,349,873.27)	(12,843,828.80)	(8,878,994.78)	(7,000,074.20)	(5,186,724.90)	(2,117,348.11)	2,645,579.83	57,695,000
01-Sep-18	17	(18,179,222.36)	(12,101,406.98)	(8,381,140.17)	(6,613,502.97)	(4,904,621.86)	(2,005,261.37)	2,511,773.89	56,795,000
01-Sep-19	16	(17,289,204.24)	(11,542,292.53)	(8,008,794.83)	(6,325,439.02)	(4,695,197.12)	(1,922,634.56)	2,414,393.74	56,790,000
01-Sep-20	15	(16,379,210.99)	(10,966,774.36)	(7,623,805.29)	(6,028,925.60)	(4,477,689.43)	(1,836,476.80)	2,312,169.06	56,785,000
01-Sep-21	14	(15,448,791.73)	(10,374,368.86)	(7,225,740.20)	(5,717,581.96)	(4,251,785.45)	(1,746,636.57)	2,204,857.86	56,780,000
01-Sep-22	13	(14,295,759.08)	(9,628,708.19)	(6,719,337.47)	(5,321,916.34)	(3,981,262.65)	(1,629,955.67)	2,063,093.92	55,985,000
01-Sep-23	12	(12,855,369.41)	(8,684,832.15)	(6,072,362.03)	(4,814,113.31)	(3,586,694.83)	(1,478,287.10)	1,878,240.58	53,960,000
01-Sep-24	11	(11,093,296.82)	(7,517,025.23)	(5,266,354.47)	(4,179,182.63)	(3,116,648.91)	(1,286,725.06)	1,637,659.11	50,255,000
01-Sep-25	10	(9,346,078.63)	(6,352,516.14)	(4,459,413.91)	(3,542,315.33)	(2,644,283.84)	(1,093,580.66)	1,395,783.80	46,075,000
01-Sep-26	9	(7,700,102.12)	(5,249,963.53)	(3,692,889.55)	(2,936,361.35)	(2,194,121.12)	(908,991.05)	1,163,531.67	41,725,000
01-Sep-27	8	(6,168,821.99)	(4,219,082.25)	(2,973,830.18)	(2,367,002.31)	(1,770,459.38)	(734,772.10)	943,287.95	37,200,000
01-Sep-28	7	(4,765,188.09)	(3,269,371.47)	(2,309,195.56)	(1,839,874.36)	(1,377,582.42)	(572,747.79)	737,479.45	32,485,000
01-Sep-29	6	(3,621,098.17)	(2,423,501.79)	(1,715,332.08)	(1,368,126.36)	(1,025,424.63)	(427,110.45)	551,624.40	27,700,000
01-Sep-30	5	(2,443,451.52)	(1,687,184.06)	(1,198,701.71)	(955,476.65)	(716,888.64)	(299,150.88)	387,554.06	22,815,000
01-Sep-31	4	(1,668,452.40)	(1,155,789.20)	(821,544.01)	(656,639.18)	(493,194.79)	(206,191.49)	267,962.17	19,260,000
01-Sep-32	3	(1,027,115.19)	(713,842.81)	(508,503.24)	(406,871.35)	(305,924.92)	(128,142.24)	167,062.08	15,635,000
01-Sep-33	2	(528,312.74)	(368,388.20)	(262,994.08)	(210,660.16)	(158,566.79)	(68,546.69)	87,039.60	11,930,000
01-Sep-34	1	(182,480.75)	(127,666.05)	(91,342.94)	(73,247.05)	(55,194.78)	(23,209.22)	30,456.36	8,150,000
01-Sep-35	0	0	0	0	0	0	0	0	0

** NOTE: 1 Ratio equals approximately 4.5 basis points as of the estimated execution date of the 2017 Basis Swap

APPENDIX II

FORM OF 2017 INTEREST RATE SWAP AGREEMENT

(Local Currency—Single Jurisdiction)

ISDA[®]

International Swap Dealers Association, Inc.

MASTER AGREEMENT

dated as of June 24, 2008

PNC Bank, National Association ("Party A")	and	County of Lackawanna, Pennsylvania ("Party B")
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have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties confirming those Transactions.

Accordingly, the parties agree as follows: —

1. Interpretation

- (a) **Definitions.** The terms defined in Section 12 and in the Schedule will have the meanings therein specified for the purpose of this Master Agreement.
- (b) **Inconsistency.** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement (including the Schedule), such Confirmation will prevail for the purpose of the relevant Transaction.
- (c) **Single Agreement.** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

(a) **General Conditions.**

(i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant

Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.

(b) **Change of Account.** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the scheduled date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) **Netting.** If on any date amounts would otherwise be payable: —

- (i) in the same currency; and
- (ii) in respect of the same Transaction.

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount will be determined in respect of all amounts payable on the same date in the same currency in respect of such Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or a Confirmation by specifying that subparagraph (ii) above will not apply to the Transactions identified as being subject to the election, together with the starting date (in which case subparagraph (ii) above will not, or will cease to, apply to such Transactions from such date). This election may be made separately for different groups of Transactions and will apply separately to each pairing of branches or offices through which the parties make and receive payments or deliveries.

(d) **Default Interest; Other Amounts.** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party that defaults in the performance of any payment obligation will, to the extent permitted by law and subject to Section 6(c), be required to pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as such overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment, at the Default Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed. If, prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction, a party defaults in the performance of any obligation required to be settled by delivery, it will compensate the other party on demand if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

3. Representations

Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into) that:—

(a) **Basic Representations.**

(i) **Status.** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(ii) **Powers.** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

(iii) **No Violation or Conflict.** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of

any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) *Consents*. All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) *Obligations Binding*. Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) *Absence of Certain Events*. No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) *Absence of Litigation*. There is not pending or, to its knowledge, threatened against it or any of its Affiliates any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) *Accuracy of Specified information*. All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) *Furnish Specified Information*. It will deliver to the other party any forms, documents or certificates specified in the Schedule or any Confirmation by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) *Maintain Authorisations*. It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) *Comply with Laws*. It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

5. Events of Default and Termination Events

(a) *Events of Default*. The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes an event of default (an "Event of Default") with respect to such party:—

(i) *Failure to Pay or Deliver*. Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) required to be made by it if such failure is not remedied on or before the third Local Business Day after notice of such failure is given to the party;

(ii) **Breach of Agreement.** Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 2(d) or to give notice of a Termination Event) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied on or before the thirtieth day after notice of such failure is given to the party;

(iii) **Credit Support Default.**

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document;

(iv) **Misrepresentation.** A representation made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) **Default under Specified Transaction.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party (1) defaults under a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, there occurs a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction, (2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment or delivery due on the last payment, delivery or exchange date of, or any payment on early termination of, a Specified Transaction (or such default continues for at least three Local Business Days if there is no applicable notice requirement or grace period) or (3) disaffirms, disclaims, repudiates or rejects, in whole or in part, a Specified Transaction (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) **Cross Default.** If "Cross Default" is specified in the Schedule as applying to the party, the occurrence or existence of (1) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) in an aggregate amount of not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments, before it would otherwise have been due and payable or (2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments on the due date thereof in an aggregate amount of not less than the applicable Threshold Amount under such agreements or instruments (after giving effect to any applicable notice requirement or grace period);

(vii) **Bankruptcy.** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4) institutes or has instituted against it a proceeding seeking a

judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (1) to (7) (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer:—

(1) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) **Termination Events.** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes an Illegality if the event is specified in (i) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to (ii) below or an Additional Termination Event if the event is specified pursuant to (iii) below:—

(i) **Illegality.** Due to the adoption of, or any change in, any applicable law after the date on which a Transaction is entered into, or due to the promulgation of, or any change in, the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law after such date, it becomes unlawful (other than as a result of a breach by the party of Section 4(b)) for such party (which will be the Affected Party):—

(1) to perform any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) to perform, or for any Credit Support Provider of such party to perform, any contingent or other obligation which the party (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction;

(ii) **Credit Event Upon Merger.** If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, such party ("X"), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be,

immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or

(iii) *Additional Termination Event*. If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties shall be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) *Event of Default and Illegality*. If an event or circumstance which would otherwise constitute or give rise to an Event of Default also constitutes an Illegality, it will be treated as an Illegality and will not constitute an Event of Default.

6. Early Termination

(a) *Right to Terminate Following Event of Default*. If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) *Right to Terminate Following Termination Event*.

(i) *Notice*. If a Termination Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction and will also give such other information about that Termination Event as the other party may reasonably require.

(ii) *Two Affected Parties*. If an Illegality under Section 5(b)(i) occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice thereof is given under Section 6(b)(i) on action to avoid that Termination Event.

(iii) *Right to Terminate*. If: —

(1) an agreement under Section 6(b)(ii) has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(2) an Illegality other than that referred to in Section 6(b)(ii), a Credit Event Upon Merger or an Additional Termination Event occurs,

either party in the case of an Illegality, any Affected Party in the case of an Additional Termination Event if there is more than one Affected Party, or the party which is not the Affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, by not more than 20 days notice to the other party and provided that the relevant Termination Event is then continuing, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(c) *Effect of Designation*.

(i) If notice designating an Early Termination Date is given under Section 6(a) or (b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 2(d) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date shall be determined pursuant to Section 6(e).

(d) *Calculations.*

(i) *Statement.* On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including all relevant quotations and specifying any amount payable under Section 6(e)) and (2) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation obtained in determining a Market Quotation, the records of the party obtaining such quotation will be conclusive evidence of the existence and accuracy of such quotation.

(ii) *Payment Date.* An amount calculated as being due in respect of any Early Termination Date under Section 6(e) will be payable on the day that notice of the amount payable is effective (in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default) and on the day which is two Local Business Days after the day on which notice of the amount payable is effective (in the case of an Early Termination Date which is designated as a result of a Termination Event). Such amount will be paid together with (to the extent permitted under applicable law) interest thereon (before as well as after judgment), from (and including) the relevant Early Termination Date to (but excluding) the date such amount is paid, at the Applicable Rate. Such interest will be calculated on the basis of daily compounding and the actual number of days elapsed.

(e) *Payments on Early Termination.* If an Early Termination Date occurs, the following provisions shall apply based on the parties' election in the Schedule of a payment measure, either "Market Quotation" or "Loss", and a payment method, either the "First Method" or the "Second Method". If the parties fail to designate a payment measure or payment method in the Schedule, it will be deemed that "Market Quotation" or the "Second Method", as the case may be, shall apply. The amount, if any, payable in respect of an Early Termination Date and determined pursuant to this Section will be subject to any Set-off.

(i) *Events of Default.* If the Early Termination Date results from an Event of Default:—

(1) *First Method and Market Quotation.* If the First Method and Market Quotation apply, the Defaulting Party will pay to the Non-defaulting Party the excess, if a positive number, of (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party over (B) the Unpaid Amounts owing to the Defaulting Party.

(2) *First Method and Loss.* If the First Method and Loss apply, the Defaulting Party will pay to the Non-defaulting Party, if a positive number, the Non-defaulting Party's Loss in respect of this Agreement.

(3) *Second Method and Market Quotation.* If the Second Method and Market Quotation apply, an amount will be payable equal to (A) the sum of the Settlement Amount (determined by the Non-defaulting Party) in respect of the Terminated Transactions and the Unpaid Amounts owing to the Non-defaulting Party less (B) the Unpaid Amounts owing to the Defaulting Party. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(4) *Second Method and Loss.* If the Second Method and Loss apply, an amount will be payable equal to the Non-defaulting Party's Loss in respect of this Agreement. If that amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative

number, the Non-defaulting Party will pay the absolute value of that amount to the Defaulting Party.

(ii) **Termination Events.** If the Early Termination Date results from a Termination Event:—

(1) *One Affected Party.* If there is one Affected Party, the amount payable will be determined in accordance with Section 6(e)(i)(3), if Market Quotation applies, or Section 6(e)(i)(4), if Loss applies, except that, in either case, references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and the party which is not the Affected Party, respectively, and, if Loss applies and fewer than all the Transactions are being terminated, Loss shall be calculated in respect of all Terminated Transactions.

(2) *Two Affected Parties.* If there are two Affected Parties:—

(A) if Market Quotation applies, each party will determine a Settlement Amount in respect of the Terminated Transactions, and an amount will be payable equal to (I) the sum of (a) one-half of the difference between the Settlement Amount of the party with the higher Settlement Amount ("X") and the Settlement Amount of the party with the lower Settlement Amount ("Y") and (b) the Unpaid Amounts owing to X less (II) the Unpaid Amounts owing to Y; and

(B) if Loss applies, each party will determine its Loss in respect of this Agreement (or, if fewer than all the Transactions are being terminated, in respect of all Terminated Transactions) and an amount will be payable equal to one-half of the difference between the Loss of the party with the higher Loss ("X") and the Loss of the party with the lower Loss ("Y").

If the amount payable is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of that amount to Y.

(iii) *Adjustment for Bankruptcy.* In circumstances where an Early Termination Date occurs because "Automatic Early Termination" applies in respect of a party, the amount determined under this Section 6(e) will be subject to such adjustments as are appropriate and permitted by law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) *Pre-Estimate.* The parties agree that if Market Quotation applies an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks and except as otherwise provided in this Agreement neither party will be entitled to recover any additional damages as a consequence of such losses.

7. Transfer

Neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e).

Any purported transfer that is not in compliance with this Section will be void.

8. Miscellaneous

(a) *Entire Agreement.* This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings with respect thereto.

(b) *Amendments.* No amendment, modification or waiver in respect of this Agreement will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or electronic messages on an electronic messaging system.

(c) *Survival of Obligations.* Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) *Remedies Cumulative.* Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) *Counterparts and Confirmations.*

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation shall be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex or electronic message constitutes a Confirmation.

(f) *No Waiver of Rights.* A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) *Headings.* The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

9. Expenses

A Defaulting Party will, on demand, indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

10. Notices

(a) *Effectiveness.* Any notice or other communication in respect of this Agreement may be given in any manner set forth below (except that a notice or other communication under Section 5 or 6 may not be given by facsimile transmission or electronic messaging system) to the address or number or in accordance with the electronic messaging system details provided (see the Schedule) and will be deemed effective as indicated:—

(i) if in writing and delivered in person or by courier, on the date it is delivered;

(ii) if sent by telex, on the date the recipient's answerback is received;

(iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or

(v) if sent by electronic messaging system, on the date that electronic message is received, unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Local Business Day.

(b) **Change of Addresses.** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system details at which notices or other communications are to be given to it.

11. Governing Law and Jurisdiction

(a) **Governing Law.** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) **Jurisdiction.** With respect to any suit, action or proceedings relating to this Agreement ("Proceedings"), each party irrevocably: —

(i) submits to the jurisdiction of the English courts, if this Agreement is expressed to be governed by English law, or to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, if this Agreement is expressed to be governed by the laws of the State of New York; and

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party.

Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction (outside, if this Agreement is expressed to be governed by English law, the Contracting States, as defined in Section 1(3) of the Civil Jurisdiction and Judgments Act 1982 or any modification, extension or re-enactment thereof for the time being in force) nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

(c) **Waiver of Immunities.** Each party irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

12. Definitions

As used in this Agreement:—

"**Additional Termination Event**" has the meaning specified in Section 5(b).

"Affected Party" has the meaning specified in Section 5(b).

"Affected Transactions" means (a) with respect to any Termination Event consisting of an Illegality, all Transactions affected by the occurrence of such Termination Event and (b) with respect to any other Termination Event, all Transactions.

"Affiliate" means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Applicable Rate" means:—

(a) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(b) in respect of an obligation to pay an amount under Section 6(e) of either party from and after the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable, the Default Rate;

(c) in respect of all other obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate; and

(d) in all other cases, the Termination Rate.

"consent" includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

"Credit Event Upon Merger" has the meaning specified in Section 5(b).

"Credit Support Document" means any agreement or instrument that is specified as such in this Agreement.

"Credit Support Provider" has the meaning specified in the Schedule.

"Default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

"Defaulting Party" has the meaning specified in Section 6(a).

"Early Termination Date" means the date determined in accordance with Section 6(a) or 6(b)(iii).

"Event of Default" has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

"Illegality" has the meaning specified in Section 5(b).

"law" includes any treaty, law, rule or regulation and **"lawful"** and **"unlawful"** will be construed accordingly.

"Local Business Day" means, subject to the Schedule, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) (a) in relation to any obligation under Section 2(a)(i), in the place(s) specified in the relevant Confirmation or, if not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) in relation to any other payment, in the place where the relevant account is located, (c) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), in the city specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (d) in relation to Section 5(a)(v)(2), in the relevant locations for performance with respect to such Specified Transaction.

“Loss” means, with respect to this Agreement or one or more Terminated Transactions, as the case may be, and a party, an amount that party reasonably determines in good faith to be its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or that Terminated Transaction or group of Terminated Transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain resulting from any of them). Loss includes losses and costs (or gains) in respect of any payment or delivery required to have been made (assuming satisfaction of each applicable condition precedent) on or before the relevant Early Termination Date and not made, except, so as to avoid duplication, if Section 6(e)(i)(1) or (3) or 6(e)(ii)(2)(A) applies. Loss does not include a party’s legal fees and out-of-pocket expenses referred to under Section 9. A party will determine its Loss as of the relevant Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter as is reasonably practicable. A party may (but need not) determine its Loss by reference to quotations of relevant rates or prices from one or more leading dealers in the relevant markets.

“Market Quotation” means, with respect to one or more Terminated Transactions and a party making the determination, an amount determined on the basis of quotations from Reference Market-makers. Each quotation will be for an amount, if any, that would be paid to such party (expressed as a negative number) or by such party (expressed as a positive number) in consideration of an agreement between such party (taking into account any existing Credit Support Document with respect to the obligations of such party) and the quoting Reference Market-maker to enter into a transaction (the “Replacement Transaction”) that would have the effect of preserving for such party the economic equivalent of any payment or delivery (whether the underlying obligation was absolute or contingent and assuming the satisfaction of each applicable condition precedent) by the parties under Section 2(a)(i) in respect of such Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date. For this purpose, Unpaid Amounts in respect of the Terminated Transaction or group of Terminated Transactions are to be excluded but, without limitation, any payment or delivery that would, but for the relevant Early Termination Date, have been required (assuming satisfaction of each applicable condition precedent) after that Early Termination Date is to be included. The Replacement Transaction would be subject to such documentation as such party and the Reference Market-maker may, in good faith, agree. The party making the determination (or its agent) will request each Reference Market-maker to provide its quotation to the extent reasonably practicable as of the same day and time (without regard to different time zones) on or as soon as reasonably practicable after the relevant Early Termination Date. The day and time as of which those quotations are to be obtained will be selected in good faith by the party obliged to make a determination under Section 6(e), and, if each party is so obliged, after consultation with the other. If more than three quotations are provided, the Market Quotation will be the arithmetic mean of the quotations, without regard to the quotations having the highest and lowest values. If exactly three such quotations are provided, the Market Quotation will be the quotation remaining after disregarding the highest and lowest quotations. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the Market Quotation in respect of such Terminated Transaction or group of Terminated Transactions cannot be determined.

“Non-default Rate” means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the Non-defaulting Party (as certified by it) if it were to fund the relevant amount.

“Non-defaulting Party” has the meaning specified in Section 6(a).

“Potential Event of Default” means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

“Reference Market-makers” means four leading dealers in the relevant market selected by the party determining a Market Quotation in good faith (a) from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time in deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among such dealers having an office in the same city.

"Scheduled Payment Date" means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

"Set-off" means set-off, offset, combination of accounts, right of retention or withholding or similar right or requirement to which the payer of an amount under Section 6 is entitled or subject (whether arising under this Agreement, another contract, applicable law or otherwise) that is exercised by, or imposed on, such payer.

"Settlement Amount" means, with respect to a party and any Early Termination Date, the sum of:—

(a) the Market Quotations (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation is determined; and

(b) such party's Loss (whether positive or negative and without reference to any Unpaid Amounts) for each Terminated Transaction or group of Terminated Transactions for which a Market Quotation cannot be determined or would not (in the reasonable belief of the party making the determination) produce a commercially reasonable result.

"Specified Entity" has the meaning specified in the Schedule.

"Specified Indebtedness" means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

"Specified Transaction" means, subject to the Schedule, (a) any transaction (including an agreement with respect thereto) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions), (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

"Terminated Transactions" means with respect to any Early Termination Date (a) if resulting from a Termination Event, all Affected Transactions and (b) if resulting from an Event of Default, all Transactions (in either case) in effect immediately before the effectiveness of the notice designating that Early Termination Date (or, if "Automatic Early Termination" applies, immediately before that Early Termination Date).

"Termination Event" means an Illegality or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

"Termination Rate" means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

"Unpaid Amounts" owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii)) to such party under Section 2(a)(i) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date and (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered as of the originally scheduled date for delivery, in each case together with (to the extent permitted under applicable law) interest, in the currency of such amounts, from (and including) the date such amounts or obligations were or would have been

required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the fair market values reasonably determined by both parties.


IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

PNC Bank, National Association

County of Lackawanna, Pennsylvania

(Party A)

(Party B)

By: 
Name: Richard S. Pierce
Title: Vice President

By: _____
Name: Michael J. Washo
Title: Chairman, Board of Commissioners

By: _____
Name: Elizabeth F. Randol
Title: Chief of Staff

By: _____
Name: Edward Karpovich
Title: Treasurer

required to have been paid or performed to (but excluding) such Early Termination Date, at the Applicable Rate. Such amounts of interest will be calculated on the basis of daily compounding and the actual number of days elapsed. The fair market value of any obligation referred to in clause (b) above shall be reasonably determined by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it shall be the average of the fair market values reasonably determined by both parties.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

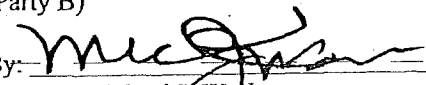
PNC Bank, National Association


County of Lackawanna, Pennsylvania

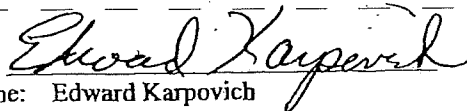
(Party A)

(Party B)

By: _____
Name: Richard S. Pierce
Title: Vice President

By: 
Name: Michael J. Washo
Title: Chairman, Board of Commissioners

By: 
Name: Elizabeth F. Randol
Title: Chief of Staff

By: 
Name: Edward Karpovich
Title: Treasurer

**SCHEDULE
TO THE
MASTER AGREEMENT**

dated as of June 24, 2008
between

**PNC BANK, NATIONAL ASSOCIATION
("Party A")**

and

**COUNTY OF LACKAWANNA, PENNSYLVANIA
("Party B")**

Part 1. Termination Provisions

(a) "Specified Entity" means in relation to Party A for the purpose of:

Section 5(a)(v), None Specified.
Section 5(a)(vi), None Specified.
Section 5(a)(vii), None Specified.
Section 5(b)(ii), None Specified.

and in relation to Party B for the purpose of:-

Section 5(a)(v), None Specified.
Section 5(a)(vi), None Specified.
Section 5(a)(vii), None Specified.
Section 5(b)(ii), None Specified.

(b) "Specified Transaction" shall have the meaning specified in Section 12, provided however, that no transaction shall be a Specified Transaction thereunder with respect to Party B unless Party B's obligations thereunder arise under this Agreement or the Notes.

(c) "Cross Default" provisions of Section 5(a)(vi) of this Agreement, as modified below, will apply to Party A and to Party B.

Section 5(a)(vi) of this Agreement is hereby amended by the addition of the following at the end thereof:

“provided, however, that notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if, as demonstrated to the reasonable satisfaction of the other party, (a) the event or condition referred to in (1) or the failure to pay referred to in (2) is (i) a failure to pay caused by an error or omission of an administrative or operational nature; or (ii) caused by a restriction or prohibition on payment imposed by order of a court or regulatory body having appropriate jurisdiction; and (b) funds were available to such party to enable it to make the relevant payment when due; and (c) unless prohibited by order of any court or regulatory body, such relevant payment is made within three Business Days following receipt of written notice from an interested party of such failure to pay.”

If such provisions apply:

“**Specified Indebtedness**” has the meaning specified in Section 12; provided that with respect to Party A, such term shall not include obligations in respect of deposits or letters of credit issued to the extent they are not paid when due solely as a result of inadvertence, administrative error or legal prohibition, and with respect to Party B, such term shall be limited to general obligation indebtedness of Party B including any guarantys issued by Party B.

“**Threshold Amount**” means: (i) with respect to Party A, the greater of (a) 3% of the consolidated stockholders’ equity as shown on the most recent annual or quarterly financial statements of PNC Financial Services Group, Inc., a Pennsylvania corporation, prepared in accordance with generally accepted accounting principles in the United States, or (b) \$25,000,000; and (ii) with respect to Party B, \$10,000,000.

- (d) **Bankruptcy.** Clause (6) of Section 5(a)(vii) of this Agreement is hereby amended to read in its entirety as follows:--

“(6)(A) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets (regardless of how brief such appointment may be, or whether obligations are promptly assumed by another entity, or whether any other event described in this clause 6(A) has occurred and is continuing), or (B) in the case of Party B or any Credit Support Provider thereof, (I) there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (II) there shall be declared by Party B or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it; and, in either case (I) or (II), Party A shall have determined, in its sole discretion, that Party B is or will become unable for any reason to make scheduled periodic payments or Settlement Amounts pursuant to the Agreement, or is or will become unable for any reason to pledge collateral pursuant to any Credit Support Document applicable to Party B now or hereafter in effect.”

- (e) **Merger Without Assumption.** Section 5(a)(viii) of this Agreement is hereby amended to read in its entirety as follows:

“(viii) *Merger Without Assumption.* The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or reorganizes into or reforms or incorporates as, or transfers all or substantially all its assets to, another entity (or, without limiting the foregoing, with respect to Party B, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to Party B or any Credit Support Provider of Party B) (collectively, “Consolidation”) and, at the time of such Consolidation:

(1) the resulting, surviving, transferee or successor entity fails to assume all the obligations of such party or any Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement;

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving, transferee or successor entity of its obligations under this Agreement; or

(3) in the case of Party B, the sources of payment for the obligations of Party B as set forth in this Schedule are no longer available for the satisfaction of such resulting, surviving, transferee or successor entity’s obligations to Party A.

- (f) Section 5(a) is hereby amended by adding the following new subsections (ix) and (x):

“(ix) **Authority; Repudiation.** Party B shall cease to have authority to make payments under this Agreement or any Transaction subject to this Agreement or any governmental entity having jurisdiction over Party B shall enact legislation which will have the effect of repudiating this Agreement or any Transaction subject to this Agreement.

(x) **Obligations Not Payable in Accordance with Authorizing Law.** The obligations of Party B to budget, appropriate and make periodic scheduled payments under this Agreement or any Transaction subject to this Agreement shall cease to be payable or secured in accordance with Section 8282(a) and 8282(b) of the Act, and shall cease to be payable equally and ratably with the debt service due on the Notes.”

- (g) “**Credit Event Upon Merger**” applies to Party A and Party B. Section 5(b)(ii) is hereby deleted in its entirety and replaced by the following:

“(ii) **Credit Event Upon Merger.** If “Credit Event Upon Merger” is specified in the Schedule as applying to the party, such party (“X”), any Credit Support Provider of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, another entity, or another entity transfers all or substantially all its assets to, or reorganizes, incorporates, reincorporates, or reconstitutes into or as, X (or, without limiting the foregoing, if X is Party B, an entity such as an organization, board,

commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, X), and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of X or the resulting, surviving, transferee, or successor entity (which will be the Affected Party) will result in a Termination Event under Part 1(j)(i) or (j)(ii) hereof; or”

(h) The “**Automatic Early Termination**” provisions of Section 6(a) will not apply to Party A and will not apply to Party B.

(i) **Payments on Early Termination.** “**Market Quotation**” and “**Second Method**” will apply for the purpose of Section 6(e) of this Agreement.

(j) **Additional Termination Event** will apply. The following shall constitute Additional Termination Events with respect to Party A and Party B:

(i) with respect to Party A: the Credit Rating applicable to Party A issued by S&P is withdrawn, suspended or is below “A-” or the Credit Rating issued by Moody’s is withdrawn, suspended or is below “A3” and Party A has not, within 15 days, posted Eligible Collateral as defined in the Credit Support Annex; or

(ii) from and after the occurrence of an event in Part 5(a)(A), (B) or (C), or if Part 5 no longer applies, with respect to Party B, Party B fails to maintain ratings of at least Baa3 from S&P and BBB- from Moody’s; or

(iii) with respect to Party B, if the Note Ordinance or the Swap Resolution is amended in a manner which materially and adversely affects the rights of Party A without the prior written consent of Party A (which consent shall not be unreasonably withheld), provided however, that this provision shall not in any way restrict the ability of Party B to amend its Interest Rate Management Plan; or

(iv) with respect to Party B, if amounts payable by Party B to Party A hereunder shall cease to be payable and secured in accordance with the terms of Part 4(f) of this Schedule; and

(v) with respect to Party B, if the Swap Policy and related opinions are not delivered on or before June 25, 2008.

For purposes of Termination Event (i) above, the Affected Party shall be Party A and for purposes of Termination Events (ii), (iii) and (iv) above, the Affected Party shall be Party B, and only the Transaction for which such event occurs shall be the Affected Transaction.

(k) **Mandatory Termination upon Optional Redemption or Early Retirement of Notes.** Upon payment of any Settlement Amount due to either party hereunder, the Notes may be optionally redeemed or retired early and the Affected Transaction shall be terminated in whole or in part, such that the remaining Notional Amount of such Transaction after termination, will not exceed the principal amount of the Notes outstanding after such

redemption or early retirement. The schedule, if any, providing for the reduction of the Notional Amount for the Affected Transaction shall be revised to match the revised amortization schedule, if any, of the Notes:

If an event of default with respect to the Notes occurs and the principal of the Notes is accelerated, the Affected Transaction shall be terminated in whole.

Each of the foregoing shall constitute an Additional Termination Event under Section 5(b) of the Agreement. For such purposes, Party B shall be the sole Affected Party and all Transactions terminated pursuant to this paragraph will be Affected Transactions. In the event of such termination, the Calculation Agent shall determine the amount owed in connection with such termination using its commercially reasonable judgment. If Party B disputes such calculation, the Calculation Agent shall seek bids from Reference Market-makers consistent with the provisions of Section 6 of the Agreement.

The foregoing does not apply in the case of a mandatory sinking fund redemption of any portion of the Notes.

- (l) **Party B Optional Termination.** Party B will have the right to terminate one or more Transactions hereunder without cause (provided no Event of Default, Potential Event of Default or Termination Event has occurred) ("Optional Termination") in whole or in part at any time in accordance with the "Payments on Early Termination" provisions of Section 6(e) of the Agreement. Notice of any Optional Termination shall be given not less than five (5) Business Days prior to the Termination Date specified in the Notice. The foregoing shall constitute an Additional Termination Event under Section 5(b) of the Agreement. For such purposes, Party B will be the sole Affected Party and all Transactions terminated pursuant to this paragraph will be Affected Transactions.

If the Settlement Amount is a positive number in favor of Party A, Party B will provide evidence to Party A of its ability to pay the Settlement Amount on the specified Termination Date as a condition precedent to its exercise of the Optional Termination. In the event of such termination, the Calculation Agent shall determine the amount owed in connection with such termination using its commercially reasonable judgment. If Party B disputes such calculation, the Calculation Agent shall seek bids from Reference Market-makers consistent with the provisions of Section 6 of the Agreement. The schedule, if any, providing for the reduction of the Notional Amount for the Affected Transaction shall be revised to match the revised amortization schedule, if any, of the Notes.

Party A does not have the right to effect Optional Termination of any Transactions hereunder.

- (m) For the purposes of the Additional Termination Events set forth subsections 1(g) and 1(j)(i) and (ii) immediately above, if S&P or Moody's ceases to be in the business of rating debt securities and such business is not continued by a successor or assign of such agency ("Discontinued Agency"), Party A and Party B shall jointly and in good faith (i) select a credit rating agency in substitution thereof and (ii) agree on the rating level issued by such substitute agency that is equivalent to the rating specified herein of the

Discontinued Agency, whereupon such substitute agency and equivalent rating shall replace the Discontinued Agency and the rating level thereof for the purposes of this Agreement.

Part 2. Agreement to Deliver Documents

For the purpose of Sections 3(d) and 4, each party agrees to deliver the following documents, as applicable:-

<u>Party required to deliver document</u>	<u>Form/Document/Certificate</u>	<u>Date by which to be delivered</u>	<u>Covered by Sec. 3(d) Representation</u>
Party A and Party B	Evidence of the authority and incumbency of, and a specimen signature of, each person executing this Agreement or any other document in connection with this Agreement on behalf of Party A (at least one of whom shall be an officer with the rank of Vice President or higher) and of each person authorized to execute this Agreement and any other document in connection therewith, including Confirmations on behalf of Party A, each of which shall be in form and substance reasonably satisfactory to Party B, and (2) with respect to Party B, evidence of authority and incumbency of, and a specimen signature of, each person executing this Agreement and all other documents and instruments relating thereto, including any Credit Support Document and Confirmation.	On or before the execution of this Agreement and each Confirmation forming a part of this Agreement.	Yes

Party A	A written opinion of internal legal counsel to Party A under Pennsylvania law reasonably satisfactory in substance to Party B.	Upon execution of this Agreement and upon the execution of each Confirmation forming a party of this Agreement.	No
Party B	Written opinions of legal counsel to Party B (and any Credit Support Provider) under Pennsylvania law reasonably satisfactory in form and substance to Party A.	Upon execution of this Agreement and upon the execution of each Confirmation forming a party of this Agreement.	No
Party A and Party B	Duly executed copies of the Credit Support Documents specified in Part 3 of this Schedule.	Upon the execution of this Agreement.	Yes
Party A and Party B	In the case of Party A, the most recent annual and quarterly consolidated financial statements of PNC Financial Services Group, Inc., and in the case of Party B, audited consolidated financial statements for each fiscal year, certified by independent certified public accountants and prepared in accordance with generally accepted accounting principles for governments.	Upon request	Yes

Party B	Copies or, where available, certified copies of (i) the Swap Resolution authorizing Party B and any Credit Support Provider of Party B to enter into this Agreement and any Credit Support Document, all Confirmations or any other document relating hereto and thereto, and the performance of all obligations of Party B and any Credit Support Provider thereunder; (ii) the Note Ordinance; (iii) Party B's Interest Rate Management Plan and (iv) any investment policies adopted by Party B and relating to the Notes.	Upon execution of this Agreement and each Confirmation forming part of this Agreement.	Yes
Party B	Certificate of Approval of the Department of Community and Economic Development with respect to the Transactions contemplated hereunder and the applicable notes.	On the earlier of (i) a date not later than 10 days after any Trade Date hereunder or (ii) on the Effective Date of any Transaction hereunder.	Yes
Party B	Certificate of an independent financial advisor stating that the financial terms of this Agreement are fair and reasonable to Party B, pursuant to section 8281(e)(4) of the Authorizing Law.	Upon execution of this Agreement and any Confirmation forming a part of this Agreement.	Yes
Party B	Annual Financial Information filed pursuant to Party B's Continuing Disclosure Undertakings, if any	On the date of filing with any NRMSIR.	Yes
Party B	The transcript relating to the issuance of the Notes	Promptly following the issuance of any series of Notes.	Yes

Party B	Swap Policy and related opinions	Upon execution of this Agreement	Yes
Party A and Party B	Such other documents as the other party may reasonably request	Upon request	No

Part 3. Miscellaneous

(a) **Addresses for Notices.** For the purpose of Section 10(a):-

(i) Address for notices or communications to Party A:

PNC Bank, National Association
 One PNC Plaza, 9th Floor
 249 Fifth Avenue
 Pittsburgh, PA 15222-2707
 Attention: Swap Operations
 Facsimile No. (412) 762-8667
 Telephone No. (412) 762-1375

(ii) Address for notices or communications to Party B:

County of Lackawanna
 200 Adams Avenue
 Scranton, PA 18503
 Attention: Thomas P. Durkin, Chief Financial Officer
 Facsimile No. (570) 963-6473
 Telephone No. (570) 963-6822

(b) **Notices.** Section 10(a) is amended by adding in the third line thereof after the phrase "messaging system" and before the ")" the words, "; provided, however, any such notice or other communication may be given by facsimile transmission if telex is unavailable, no telex number is supplied to the party providing notice, or if answer back confirmation is not received from the party to whom the telex is sent."

(c) **Calculation Agent** means Party A unless: (i) otherwise specified in a Confirmation in relation to the relevant Transaction, in which case the Calculation Agent shall be as specified in such Confirmation, or (ii) an Event of Default has occurred and is continuing with respect to which Party A is the Defaulting Party, in which case Party B may designate a Reference Market-maker reasonably satisfactory to Party A to serve as Calculation Agent hereunder.

(d) **Credit Support Document.** Credit Support Document shall mean, with respect to Party A, the Credit Support Annex attached hereto and incorporated herein by this reference, and with respect to Party B, the Note Ordinance, the Swap Resolution and the Credit Support Annex.

(e) **Credit Support Provider** means in relation to Party A: None, and in relation to Party B: None.

(f) **Governing Law; Jurisdiction.** Section 11(a) and (b)(i) are hereby amended in their entirety as follows:

“(a) This Agreement, each Credit Support Document and Confirmation will be governed by and construed in accordance with the law of the State of New York (without reference to choice of law doctrine), provided however, that the powers and duties of Party B under this Agreement and the remedies of Party A under the Act shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

“(b)(i) The parties hereby agree to submit to the exclusive jurisdiction in the Court of Common Pleas and the Federal District Courts located in the County of Lackawanna, Pennsylvania, the Common Pleas and the Federal District Courts located in the County of Allegheny, Pennsylvania.”

(g) **Waiver of Jury Trial.** EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT, OR ANY CREDIT SUPPORT DOCUMENT OR ANY TRANSACTION HEREUNDER, AND ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO THE OTHER PARTY’S ENTERING INTO THIS AGREEMENT.

(h) **Netting of Payments.** Clause (ii) of Section 2(c) will not apply to any amounts payable with respect to Transactions from the date of this Agreement.

(i) “**Affiliate**” will have the meaning specified in Section 12.

(j) **Form of Agreement.** The parties hereby agree that the text of the body of the Agreement is intended to be the printed form of 1992 ISDA Master Agreement (Local Currency-Single Jurisdiction) as published and copyrighted by the International Swaps and Derivatives Association, Inc.

Part 4. Other Provisions

(a) **Deferral of Payments and Deliveries in Connection with Illegality and Incipient Illegality; Interest on Deferred Payments.** Section 2(a)(iii) is hereby amended to read in its entirety as follows:

(iii) “Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Illegality, Potential Event of Default or Incipient Illegality with respect to the other party has occurred and is continuing; (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated; and (3) each other applicable condition precedent specified in this Agreement provided

however, the condition precedent in Section 2(a)(iii)(1) does not apply to a payment and delivery owing by a party if the other party shall have satisfied in full all its payment or delivery obligations under Section 2(a)(i) of this Agreement and shall at the relevant time have no future payment or delivery obligations, whether absolute or contingent, under Section 2(a)(i).”

(b) **Representations.**

- (i) The introductory clause of Section 3 of this Agreement is hereby amended to read in its entirety as follows:

“Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on, which a Transaction is entered into and, in the case of the representations in Sections 3(a) and 3(e) through (k), at all times until the termination of this Agreement) that:”

- (ii) Section 3(a)(ii) of this Agreement is hereby amended to read in its entirety as follows:

“**Powers.** It has the power (in the case of Party B, pursuant to the Act) to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement, and any obligations it has under any Credit Support Document to which it is a party, and has taken all necessary action and made all necessary determinations and findings to authorize such execution, delivery and performance;”

- (iii) Section 3(b) of this Agreement is hereby amended to read in its entirety as follows:

“(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Incipient Illegality (in the case of Party B) or Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document which is in effect and to which it is a party.”

- (iv) Section 3(d) is modified by deleting the period at the end thereof and appending thereto the following: “or, in the case of audited or unaudited financial statements, a fair presentation of the financial condition, results of operations or cash flows (as applicable) of the relevant person for the dates and periods specified therein in conformity with generally accepted accounting principles applicable to the relevant person in the United States.”

- (v) For purposes of Section 3, the following subsections shall be added, immediately following paragraph (d) thereof:

“(e) Party A is a national banking association duly organized and validly existing under the federal laws of the United States of America, and is an “eligible contract participant” as defined in Section 1a(12) of the Commodity Exchange Act (7 U.S.C. 1a), as amended by the Commodity Futures Modernization Act of 2000, as amended.

Party B (i) is a political subdivision of the State, duly organized, and validly existing and subsisting under the laws of the State, and (ii) is an “eligible contract participant” as defined in Section 1a(12) of the Commodity Exchange Act (7 U.S.C. 1a), as amended by the Commodity Futures Modernization Act of 2000, as amended.

(f) This Agreement has been subject to individual negotiation by each party.

(g) With respect to Party A, it has entered into this Agreement (including each Transaction evidenced hereby) in conjunction with its line of business (including financial intermediation services), and with respect to Party B, to reduce its interest cost or manage the interest expense related to certain outstanding obligations and not for the purpose of speculation.

(h) It is entering into this Agreement, any Credit Support Document to which it is a party, each Transaction and any other documentation relating to this Agreement or any Transaction as principal (and not as agent or in any other capacity, fiduciary or otherwise).

(i) Each party acknowledges that, pursuant to the terms of this Agreement (including, without limitation, Section 6(e) hereof), it may owe a payment to the other party upon the designation of an Early Termination Date hereunder, even in the event such Early Termination Date is the result of an Event of Default with respect to such other party.

(j) Section 11(c) of the Agreement shall be deleted and replaced by the following:

“With respect to amounts due under this Agreement, neither party is entitled to claim immunity with respect to itself or its revenues or assets from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or recovery for property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceeding (as defined in Section 11(b) of the Agreement) in the courts of any jurisdiction nor may there be attributed to a party or its property any such immunity (whether or not claimed).”

(k) ERISA Representation. It continuously represents that it is not (i) an employee benefit plan (hereinafter an “ERISA Plan”), as defined in Section

3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), subject to Title I of ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended, (ii) a person acting on behalf of an ERISA Plan with respect to this Transaction, or (iii) a person the assets of whom constitute assets of an ERISA Plan. It will provide notice to the other party in the event that it is aware that it is in breach of any aspect of this representation or is aware that with the passing of time, giving of notice or expiry of any applicable grace period it will breach this representation."

(c) **Additional Representations of Party B.** Party B hereby further represents to Party A (which representations will be deemed to be repeated by Party B at all times until the termination of this Agreement) that:

- (i) Party B is a political subdivision of the State, duly created under its Charter and the laws of the State. The Pennsylvania Department of Community and Economic Development has not declared Party B financially distressed.
- (ii) Party B is subject to the jurisdiction of the Pennsylvania Courts of Common Pleas and a Federal District Court located in the State.
- (iii) Any Transaction entered into pursuant to this Agreement (together with any other transactions that Party B has or may enter into with Party A) and the execution, delivery and performance by Party B of its obligations hereunder does not and will not violate or exceed any limits or restrictions contained in any authorizations, approvals or resolutions of the Board of Commissioners of Party B.
- (iv) This Agreement and the Transaction executed on or about the date hereof do not constitute; and each additional Transaction will not constitute, any kind of obligation by Party B that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which Party B (or any of its officials in their respective capacities as such) or its property is subject.
- (v) Party B represents that it has determined that this Agreement (including any confirmation executed in connection therewith) is a "qualified interest rate management agreement", as such term is defined in the Act, complies with all conditions, requirements and limitations of the Act, and has determined that this Agreement is in its best financial interest.
- (vi) The Notes have been and any other series of Notes will be duly authorized in compliance with the terms of the Act.
- (vii) Party B will not, without the prior written consent of Party A, give a priority as to payment or security for any termination payments relating to other interest rate

management agreements superior to the priority of payment provided for termination payments under this Agreement.

- (d) **Bankruptcy Code.** Without limiting the applicability of any other provision of the U.S. Bankruptcy Code as amended ("Bankruptcy Code") (including without limitation Sections 362, 546, 556, and 560 thereof and the applicable definitions in Section 101 thereof), the parties acknowledge and agree that all Transactions entered into hereunder will constitute "forward contracts" or "swap agreements" as defined in Section 101 of the Bankruptcy Code, that the rights of the parties under Section 6 of this Agreement will constitute contractual rights to liquidate Transactions, that any margin or collateral provided under any margin, collateral, security or similar agreement related hereto will constitute a "margin payment" as defined in Section 101 of the Bankruptcy Code, and that the parties are entitled to the rights under, and protections afforded by, Sections 362, 546, 556, and 560 of the Bankruptcy Code.
- (e) **Credit Support Default.** Subparagraph (3) of Section 5(a)(iii) is hereby amended by adding the phrase "(or such action is taken by any person or entity appointed or empowered to operate or act on its behalf)" after the word "Document" in the second line thereof.
- (f) **Source and Security of Payments.**
- (i) Party B's obligations hereunder are a general obligation of Party B payable from Party B's general revenues, and the periodic scheduled payments due to Party A hereunder are equally and ratably payable and secured with Party B's obligations to make payments under the Notes. Such general obligation has been authorized and approved by the Note Ordinance and the Swap Resolution.
- (ii) Party B hereby covenants that it: (A) shall include the amount of such periodic scheduled payments for each fiscal year in which such sums may become payable in its budget for that fiscal year, (B) shall appropriate such amounts from its general revenues to the payment of such periodic scheduled amounts; and (C) shall duly and punctually pay or cause to be paid the periodic scheduled amounts from its general revenues at the dates and places and in the manner stated in this Agreement according to the true intent and meaning thereof and for such proper budgeting, appropriation, and payment of periodic scheduled payments, the full faith, credit and taxing power of Party B is hereby irrevocably pledged.
- (iii) Party B shall include any Settlement Amount due hereunder, for which revenues are not otherwise available in the fiscal year in which such Settlement Amount is due, in its budget adopted in the fiscal year immediately following the fiscal year in which a Termination Date designated under this Agreement has occurred, and shall appropriate and pay such budgeted Settlement Amount from its general revenues. To the extent general revenues are available for appropriation for such purpose in the fiscal year in which a Settlement Amount is due, Party B shall include such Settlement Amount in its budget for such fiscal year, and shall

appropriate and pay such budgeted Settlement Amount from its general revenues. Settlement Amounts shall in all events be subject and subordinate to the payment of periodic scheduled payments and debt service due on the Notes.

- (iv) Party B will promptly notify Party A if Party B shall fail to include the amount of such periodic scheduled payments for each fiscal year in which such sums may become payable in its budget for that fiscal year.
- (v) The parties agree that the maximum net payments of Party B by fiscal year of Party B, under a Transaction and on Notes, shall not be at a rate which exceeds the maximum interest rate specified in the Agreement for: (i) periodic scheduled payments, due under the Agreement, and (ii) the interest on the Notes. For the purposes of the foregoing sentence, the "maximum interest rate specified in the Agreement" is the sum of (a) the rate on the Transaction payable by Party B, as specified in the Confirmation for the Transaction (subject to the maximum rate set forth therein, if any); and (b) the maximum rate payable on the Notes, as set forth in the Note Ordinance and the Interest Rate Management Plan."
- (g) **Single Relationship.** The parties intend that all Transactions and all other obligations arising under this Agreement, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation shall be treated as mutual and part of a single, indivisible contractual and business relationship.
- (h) **Confirmations.** Party A will deliver to Party B a Confirmation relating to each Transaction. As provided in Section 8(e)(ii) of this Agreement, the parties intend that they shall be legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). The terms of a Transaction subject to this Agreement orally agreed to shall be deemed to constitute a "Confirmation" as referred to in this Agreement, even if not so specified by the parties. As promptly as practicable after any such oral agreement, the parties shall enter into a definitive Confirmation with respect to such Transaction in accordance with the Section 8(e)(ii) of this Agreement, whereupon such definitive Confirmation shall supersede and replace such oral agreement and such oral agreement shall have no further legal force or effect.
- (i) **Relationship Between Parties.** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):
 - (i) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and each Transaction and as to whether this Agreement and each Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Agreement and each Transaction; it being understood that information and explanations

related to the terms and conditions of this Agreement or a Transaction shall not be considered investment advice or a recommendation to enter into this Agreement and each Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

- (ii) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement and each Transaction. It is also capable of assuming, and assumes, the risks of this Agreement and each Transaction.
- (iii) **Status of Parties.** The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.
- (j) **Consent to Recording.** Each Party (i) consents to the recording, by the other party or its agents, of telephone conversations between officers, employees or agents of the consenting party or its Affiliates and officers, employees or agents of the other party or its Affiliates who quote on, agree to or otherwise discuss terms of Transactions or potential transactions, or other matters relating to this Agreement or any Credit Support Document, and (ii) agrees to give notice of such recording to such of its officers, employees, agents and Affiliates prior to such recording.
- (k) **Damages.** To the fullest extent permitted by law, no claim may be made by either party against the other party or any affiliate, director, officer, employee, attorney or agent thereof for any special, indirect, consequential or punitive damages in respect of any claim arising from or relating to this Agreement, any Credit Support Document or any Transaction or any statement, course of conduct, act, omission or event in connection with any of the foregoing (whether based on breach of contract, tort or any other theory of liability); and if and to the extent permitted by law, each party hereby waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist.
- (l) **Additional Definitions.** As used in this Schedule, the following terms shall have the following meanings:

“Act” means the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, 53 Pa. C.S. §§8001 et seq., as in effect on the date hereof and as it may be amended from time to time.

“Credit Rating” means (i) with respect to Party A, the long term, senior, unsecured, unenhanced debt rating assigned by Moody’s or S&P to Party A, and (ii) with respect to Party B, the highest of any unenhanced public rating by Moody’s or S&P of any of the long-term general obligation bonds or notes or other indebtedness of Party B.

“Effective Date of the Transaction” shall have the meaning set forth in the Confirmation.

“Government Entity” means Party B.

“Incipient Illegality” means (a) the enactment by any legislative body with competent jurisdiction over a Government Entity of legislation which, if adopted as law, would render unlawful (i) the performance by such Government Entity of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by such Government Entity with any other material provision of this Agreement relating to such Transaction or (ii) the performance by a Government Entity or a Specified Entity of such Government Entity of any contingent or other obligation which the Government Entity (or such Specified Entity) has under any Credit Support Document relating to such Transaction, (b) any assertion in any proceeding, forum or action by a Government Entity, in respect of such Government Entity or in respect of any governmental entity located or organized under the laws of the state in which such Government Entity is located to the effect that performance under this Agreement or similar agreements is unlawful or (c) the occurrence with respect to a Government Entity or any Specified Entity of such Government Entity of any event that constitutes an Illegality.

“Insurer” means Financial Security Assurance Inc.

“Interest Rate Management Plan” means the Interest Rate Management Plan dated May 28, 2008 and prepared by Financial S&Lutions LLC.

“Moody’s” means Moody’s Investors Services, Inc.

“Note Ordinance” means, individually that official action of the Board of Commissioners of Party B enacted May 28, 2008 with respect to the Notes, which authorized the issuance of the Notes pursuant to the Act.

“Notes” means all or a portion of the County’s General Obligation Notes, Series A of 2008 and Series B of 2008 (as such Notes amortize in accordance with the Note Ordinance), and any general obligation bonds or notes issued thereafter to refund such notes.

“State” means the Commonwealth of Pennsylvania.

“Swap Policy” means the financial guaranty insurance policy issued by the Insurer insuring certain obligations of Party B enumerated in such policy.

“Swap Resolution” means the Swap Resolution adopted on May 28, 2008 by the Board of Commissioners of Party B authorizing Party B to enter into this Agreement and the applicable Transactions.

“S&P” means Standard & Poor’s Ratings Group.

- (m) **Set-off.** Without affecting the provisions of the Agreement requiring the calculation of certain net payment amounts, all payments under this Agreement will be made without the right of set-off or counter claim.
- (n) **Service of Process.** Party A and Party B hereby irrevocably consent to service of any summons, complaint or other legal process on it in any suit, action or proceedings relating to this Agreement, any Credit Support Document or any Transaction by registered or certified U.S. Mail, postage prepaid, to it at its address for notices described herein, and agree that such service shall constitute in every respect valid and effective service (but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law)

Part 5. Insurance Provisions.

The following provisions shall apply to any Transactions for which the Swap Policy has been issued by Financial Security Assurance Inc. (including any successor thereto or assign thereof, the "Swap Insurer"), for the account of Party B, as principal, and Party A, as beneficiary (the "Insured Transactions").

- (a) **Designation of Early Termination Date.** Notwithstanding anything to the contrary in Section 6 of this Agreement, if any:

- (i) Event of Default in respect of any Insured Transaction under this Agreement occurs; or

- (ii) Termination Event in respect of any Insured Transaction under this Agreement occurs;

then, in either such case, neither Party A nor Party B shall designate an Early Termination Date in respect of any such Insured Transaction unless:

- (A) Either (a) the reduction of the financial strength rating or claims paying rating of Swap Insurer below a rating of:

- (i) A- by Standard & Poor's Rating Service ("S&P"); or

- (ii) A3 by Moody's Investor's Service Inc. ("Moody's");

or

- (b) the withdrawal or suspension by either S&P or Moody's (together referred to herein as the "Rating Agencies") of a rating in respect of the financial strength rating or the claims paying rating of Swap Insurer and such rating is not reinstated within 30 business days; or

- (B) The Swap Insurer has failed to pay any payment when due to Party A under the terms and conditions of the Swap Policy and such failure continues at the time of designation of Early Termination Date; or
- (C) The Swap Insurer has otherwise consented in writing to such designation.

Notwithstanding anything in this Agreement, if any Termination Event or Event of Default under this Agreement occurs, with Party B as the Affected Party or the Defaulting Party, then the Swap Insurer (so long as it has not failed to pay any payment over to Party A under the terms and conditions of the Swap Policy), shall have the right (but not the obligation) upon notice to Party A to designate an Early Termination Date with respect to Party B with the same effect as if such designation were made by Party A. For purposes of the foregoing sentence, an Event of Default with respect to Party B shall be considered to be continuing, notwithstanding any payment by the Swap Insurer under the Swap Policy. Party A and Party B acknowledge that, except as the Swap Policy may be otherwise endorsed, unless the Swap Insurer designates an Early Termination Date (as opposed to merely consenting to such designation by one of the parties) Settlement Amounts due from Party B because an Early Termination Date has been designated will not be insured.

Notwithstanding anything to the contrary in this Agreement, Party B shall not designate an Early Termination Date or exercise any other optional termination provision pursuant to this Agreement without the prior written consent of the Insurer.

- (b) **No suspension of payments or conditions precedent to posting.** Notwithstanding Section 2(a)(iii) of this Agreement or Paragraph 4(a) of the Credit Support Annex, Party A shall not (i) suspend any payments due under an Insured Transaction under Section 2(a)(iii) unless the Swap Insurer is in default in respect of any payment obligations under the Swap Policy or (ii) be excused from posting collateral with respect to an Insured Transaction under Paragraph 4 of the Credit Support Annex unless an event specified in Part 5(a)(ii)(A) or (B) of this Schedule shall have occurred and be continuing.
- (c) **Representations and agreements.** Each party agrees that each of its representations and agreements in this Agreement is expressly made to and for the benefit of the Swap Insurer.
- (d) **Third-party beneficiary.** Party A and Party B hereby each acknowledge and agree that Swap Insurer shall be an express third-party beneficiary (and not merely an incidental third-party beneficiary) of this Agreement and the obligations of such party under any Insured Transaction (including those of Party B under the Swap Resolution and any supplements thereto incorporated herein by reference), and as such, entitled to enforce the Agreement and the terms of any such Insured Transaction against such party on its own behalf and otherwise shall be afforded all remedies available hereunder or otherwise afforded by law against the parties hereto to redress any damage or loss incurred by Swap

Insurer including, but not limited to, fees (including professional fees), costs and expenses incurred by Swap Insurer which are related to, or resulting from any breach by such party of its obligations hereunder or under the Swap Resolution.

- (e) **Policy coverage.** Party A and Party B hereby each acknowledge and agree that Swap Insurer's obligation with respect to Insured Transactions shall be limited to the terms of the Swap Policy. Notwithstanding Section 2(e) or any other provision of this Agreement, Swap Insurer shall not have any obligation to pay interest on any amount payable by Party B under this Agreement.
- (f) **Subrogation.** Party A and Party B hereby acknowledge that to the extent of payments made by Swap Insurer to Party A under the Swap Policy, Swap Insurer shall be fully subrogated to the rights of Party A against Party B under the Insured Transaction to which such payments relate, including, but not limited to, the right to receive payment from Party B and the enforcement of any remedies. Party A hereby agrees to assign to Swap Insurer its right to receive payment from Party B under any Insured Transaction to the extent of any payment thereunder by Swap Insurer to Party A. Party B hereby acknowledges and consents to the assignment by Party A to Swap Insurer of any rights and remedies that Party A has under any Insured Transaction or any other document executed in connection herewith.
- (g) **Isolation of Insured Transactions in designating an Early Termination Date.** Notwithstanding Section 6 of this Agreement, any designation of an Early Termination Date in respect of the Insured Transactions by Swap Insurer or by Party A shall apply only to the Insured Transactions and not to any other Transaction under this Agreement, unless Party A shall also have designated an Early Termination Date in respect of such other Transaction. Nothing contained in this paragraph shall affect the rights of Party A under this Agreement to designate an Early Termination Date in respect of any Transaction other than the Insured Transactions, which designation shall not apply to the Insured Transactions unless expressly provided in such designation and unless Swap Insurer shall have designated, or consented to the designation by Party A of, an Early Termination Date in respect of the Insured Transactions in accordance with paragraph (i) above.
- (h) **No netting.** Notwithstanding Section 2(c) of this Agreement, in no event shall either Party A or Party B be entitled to net its payment obligations in respect of the Insured Transactions against the payment obligations of the other party in respect of other Transactions under this Agreement if such Transactions are not Insured Transactions, nor may either Party A or Party B net the payment obligations of the other party under Transactions that are not Insured Transactions against the payment obligations of such party under Insured Transactions, it being the intention of the parties that their payment obligations under Insured Transactions be treated separate and apart from all other Transactions. Section 6(e) of this Agreement shall apply to all Insured Transactions with the same effect as if the Insured Transactions constituted a single master agreement. Notwithstanding Section 6(e) of this Agreement, the amount payable under Section 6(e) of this Agreement upon the termination of any Insured Transaction shall be determined

without regard to any Transactions other than the Insured Transactions, it being the intention of the parties that their payment obligations under the Insured Transactions be treated separate and apart from all other Transactions unless otherwise specified in such other Transaction and agreed to in writing by Swap Insurer. Netting of payments by Party A and Party B shall be permitted across all Transactions for which Financial Security Assurance Inc. is the Swap Insurer.

(i) **No set-off or counterclaim.** In no event shall either Party A or Party B be entitled to:

(i) set-off its payment obligations in respect of an Insured Transaction against the payment obligations of the other party (whether by counterclaim or otherwise) if such obligations are not Insured Transactions, or

(ii) net the payment obligations of the other party that are not with respect to Insured Transactions against the payment obligations of such party under Insured Transactions,

it being the intention of the parties that their payment obligations under Insured Transactions be treated separate and apart from all other obligations.

(j) **Expenses.** Party B agrees to reimburse Swap Insurer immediately and unconditionally upon demand for all reasonable expenses incurred by Swap Insurer in connection with the enforcement by Swap Insurer of Party B's obligations under this Agreement and any other documents executed in connection with the execution and delivery of this Agreement, including, but not limited to, fees (including professional fees), costs and expenses that are incurred by Swap Insurer and are related to, or resulting from any breach by Party B of its obligations hereunder or under the Swap Resolution, including any provisions incorporated therein or in any supplement thereto for the benefit of the Swap Insurer.

(k) **Transfers/Assignments.** Notwithstanding Section 7 of this Agreement, no Insured Transaction may be assigned or transferred by either Party A or Party B without the prior written consent of [Swap] Insurer.

(l) **Amendments/waivers.** No amendment, modification, supplement or waiver of this Agreement will be effective unless in writing and signed by each of the parties hereto and unless the parties hereto shall have obtained the prior written consent of the Swap Insurer.

(m) **Notices.** A copy of each notice or other communication between the parties with respect to this Agreement must be forwarded to Swap Insurer.

(n) **Reference Market-makers.** The definition of "Reference Market-makers" set forth in Section 12 of this Agreement shall be amended in its entirety to read as follows:

"Reference Market-makers" means four (4) leading dealers in the relevant swap market selected by the party determining a Market Quotation in good faith (a)

from among dealers of the highest credit standing which satisfy all the criteria that such party applies generally at the time of deciding whether to offer or to make an extension of credit and (b) to the extent practicable, from among dealers having an office in the greater New York City metropolitan area. The rating classification assigned to any outstanding long-term senior debt securities issued by such dealers shall be at least (1) "Aa3" or higher as determined by Moody's Investors Service, Inc., (2) "AA-" or higher as determined by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or (3) an equivalent investment grade rating determined by a nationally-recognized rating service acceptable to both parties, provided, however, that in any case, if Market Quotations cannot be determined by four (4) such dealers, the party making the determination of the Market Quotation may designate, with the consent of the other party and Swap Insurer, one (1) or more leading dealers whose long-term senior debt bears a lower investment grade rating.

- (o) **Coordination with Related Bonds.** Party B covenants and agrees that the Notional Amount of each Insured Transaction, plus the sum of all notional amounts of all other interest rate exchange or other derivative transactions relating to the series of bonds to which each such Insured Transaction relates and which is identified in the Confirmation of each such Insured Transaction ("Related Bonds"), shall not exceed the outstanding principal amount of the Related Bonds in the mode in which they are issued (the "Initial Mode"). Prior to (i) the conversion of the Related Bonds to a mode other than Initial Mode or (ii) the redemption (other than mandatory sinking fund redemptions), defeasance or purchase by Party B in lieu of redemption, Party B shall (1) demonstrate to the satisfaction of Swap Insurer that, (x) if Party B were to terminate all or a portion of the Insured Transaction (such termination, a "Notional Amount Adjustment"), that the proportion of the Notional Amount of the Insured Transaction to the principal amount of the Related Bonds outstanding after such termination will not be larger than such ratio prior to such termination, (y) either no Settlement Amount will be payable by Party B as a result of such Notional Amount Adjustment or Party B has sufficient funds legally available for payment of a Settlement Amount payable by it, and (z) neither payment thereof nor such Notional Amount Adjustment will result in a breach or default under the [Resolution or any other transaction documents], including any provisions incorporated therein for the benefit of the Swap Insurer; (2) unless the Swap Insurer shall otherwise direct, consummate such Notional Amount Adjustment; and (3) deliver to the Swap Insurer a revised schedule of the Notional Amounts satisfactory to the Swap Insurer for each Calculation Period following the Notional Amount Adjustment. In addition, prior to or simultaneously with the substitution or replacement of the Swap Insurer as the insurer of the Related Bonds, or the cancellation of the municipal bond insurance policy relating to the Related Bonds, Party B shall cause the termination of each Insured Transaction relating to the Related Bonds or the surrender of the Swap Insurance Policy or Policies insuring each such Insured Transaction to Swap Insurer for cancellation. Enforcement by Swap Insurer of Party B's obligations under this paragraph (o) shall not be deemed a designation by Swap Insurer of an Early Termination Date for purposes of paragraph (a) of this Part 5 or for purposes of the Swap Insurance Policy

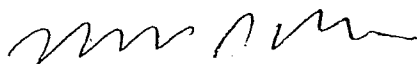
7. IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized officers as of the date hereof.

PNC Bank, National Association

County of Lackawanna, Pennsylvania

(Party A)

(Party B)

By:  _____

By: _____

Name: Richard S. Pierce

Name: Michael J. Washo

Title: Vice President

Title: Chairman, Board of Commissioners

By: _____

Name: Elizabeth F. Randol

Title: Chief of Staff

By: _____

Name: Edward Karpovich

Title: Treasurer

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized officers as of the date hereof.

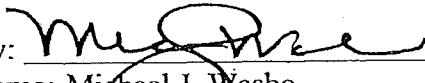
PNC Bank, National Association


County of Lackawanna, Pennsylvania

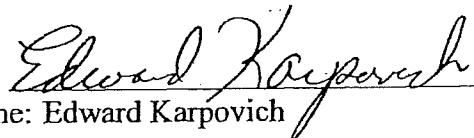
(Party A)

(Party B)

By: _____
Name: Richard S. Pierce
Title: Vice President

By: 
Name: Michael J. Washo
Title: Chairman, Board of Commissioners

By: 
Name: Elizabeth F. Randol
Title: Chief of Staff

By: 
Name: Edward Karpovich
Title: Treasurer

ISDA®

International Swaps and Derivatives Association, Inc.

AMENDMENT

dated as of September 14, 2010

to the

ISDA MASTER AGREEMENT

dated as of June 24, 2008

between

COUNTY OF LACKAWANNA, PENNSYLVANIA and PNC BANK, NATIONAL ASSOCIATION

as previously amended by an Amendment dated as of February 11, 2009

The parties have previously entered into the ISDA Master Agreement dated as of June 24, 2008 including a Schedule ("Schedule") and a Credit Support Annex dated the date thereof, as amended by an Amendment to the ISDA Master Agreement dated as of February 11, 2009 and various Confirmations thereunder (collectively, the "Prior Agreement") and in connection with the Confirmation with a trade date of September 14, 2010 have now agreed to further amend the Prior Agreement by the terms of this Amendment (this "Amendment", and together with the Prior Agreement, the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Prior Agreement.

Accordingly, in consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. Amendments to the Prior Agreement

- (a) The following defined terms are hereby added to Part 4(l) of the Schedule:

"Bond Ordinance" means the Bond Ordinance of the Board of Commissioners ("Board") of Party B enacted on May 26, 2010 with respect to the Bonds, which authorized the issuance of the Bonds pursuant to the Act.

"Bonds" means all or a portion of the County's General Obligation Bonds, Series B of 2010 (as such Bonds amortize in accordance with the Bond Ordinance), and any general obligation bonds or notes issued thereafter to refund such Bonds.

- (b) The definitions of **"Insurer"** and **"Swap Policy"** found in Part 4(l) of the Schedule are hereby deleted.
- (c) The defined term **"Interest Rate Management Plan"** found in Part 4(l) of the Schedule is hereby amended and restated in its entirety to read as follows:

“Interest Rate Management Plan” means the Interest Rate Management Plan dated May 28, 2008, as amended on February 11, 2009 and May 26, 2010, and prepared by Financial S&Lutions LLC.

- (d) The defined term “Swap Resolution” found in Part 4(l) of the Schedule is hereby amended and restated in its entirety to read as follows:

“Swap Resolution” means, individually and collectively, (a) the Resolution adopted on May 28, 2008 by the Board authorizing Party B to enter into the Prior Agreement and the applicable Transactions, (b) the Resolution adopted on February 11, 2009 by the Board authorizing Party B to enter into the Amendment to ISDA Master Agreement dated as of February 11, 2009 and the amendment to the applicable Transactions and (c) the Resolution adopted on May 26, 2010 by the Board authorizing Party B to enter into this Amendment and the amendment to the applicable Transaction.

- (e) In order to accomplish the intent of this Amendment, references to “Note Ordinance” and “Notes”, respectively, in the Schedule shall be deemed to include the Bond Ordinance and the Bonds, as appropriate.
- (f) Part 5 of the Schedule and all references to “Swap Insurer” and “Insured Transactions” are hereby deleted in their entirety.

2. Representations and Covenants

Each party represents to the other party in respect of the Prior Agreement, as amended pursuant to this Amendment, that all representations and covenants made by it pursuant to the Prior Agreement are true and accurate as of the date of this Amendment.

3. Miscellaneous

(a) ***Entire Agreement; Restatement.***

- (i) The Prior Agreement, as amended by this Amendment, constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
- (ii) Except for any amendment to the Prior Agreement made pursuant to this Amendment, all terms and conditions of the Prior Agreement will continue in full force and effect in accordance with its provisions on the date of this Amendment. References to the Agreement will be to the Prior Agreement, as amended by this Amendment.

- (b) ***Amendments.*** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Agreement.

- (c) ***Counterparts.*** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

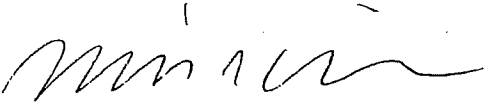
- (d) ***Headings.*** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

- (e) ***Governing Law.*** This Amendment will be governed by and construed in accordance with the provisions of Part 3(f) of the Schedule, as amended hereby.

IN WITNESS WHEREOF the parties have executed this Amendment on the respective dates specified below with effect from the date specified first on the first page of this Amendment.

PNC BANK, NATIONAL ASSOCIATION

COUNTY OF LACKAWANNA,
PENNSYLVANIA

By: 
Name: Richard S. Pierce
Title: Senior Vice President

By: _____
Name:
Title: Chairman, Board of Commissioners

By: _____
Name:
Title: Chief of Staff

By: _____
Name:
Title: Treasurer

IN WITNESS WHEREOF the parties have executed this Amendment on the respective dates specified below with effect from the date specified first on the first page of this Amendment.

PNC BANK, NATIONAL ASSOCIATION

COUNTY OF LACKAWANNA,
PENNSYLVANIA

By: _____
Name: Richard S. Pierce
Title: Senior Vice President

By: Michael Nash
Name: _____
Title: Chairman, Board of Commissioners

By: Maria Egan
Name: _____
Title: Chief of Staff

By: Edward Kaywick
Name: _____
Title: Treasurer

DRAFT CONFIRMATION

[DATE]



County of Lackawanna, Pennsylvania
200 Adams Avenue
Scranton, PA 18503

Attn: Thomas P. Durkin, Chief Financial Officer
Phone: 570.963.6822
Email: durkint@lackawannacounty.org

From: Kyle Patino
Phone: 215.585.1204

Reference:
USI:

The purpose of this letter agreement is to confirm the terms and conditions of the rate swap transaction (the "Transaction") entered into between COUNTY OF LACKAWANNA ("COUNTERPARTY") and PNC Bank, National Association ("PNC") on the Trade Date specified below. By signing below, COUNTERPARTY acknowledges that it has consented to receive this Confirmation via electronic mail.

1. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) and any addenda or revisions thereto, are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.
2. This Confirmation constitutes a "Confirmation" as referred to in, and supplements, forms part of and is subject to, that certain ISDA Master Agreement and related Schedule between COUNTERPARTY and PNC, dated as of June 24, 2008, including the Amended and Restated Schedule dated as of December 6, 2011 (as further amended, modified, renewed or restated from time to time, the "ISDA Master Agreement"). All provisions contained in or incorporated by reference in such ISDA Master Agreement shall govern this Confirmation, except as modified expressly below. In the event of any inconsistency between the provisions of such ISDA Master Agreement and this Confirmation, this Confirmation will govern for purposes of the Transaction.
3. Each party represents to the other party that:
 - (a) It is acting for its own account as principal, and it has made its own independent decisions to enter into the ISDA Master Agreement and the Transaction and as to whether the ISDA Master Agreement and the Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary to permit it to evaluate the merits and risks of the Transaction. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into the ISDA Master Agreement and the Transaction; it being understood that information and explanations related to the terms and conditions of the ISDA Master Agreement and the Transaction shall not be considered investment advice or a recommendation to enter into the Transaction. No communication (written or oral)

received from the other party shall be deemed to be an assurance or guarantee as to the expected results of the ISDA Master Agreement and the Transaction.

- (b) It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the ISDA Master Agreement and the Transaction. It is also capable of assuming, and assumes, the risks of the ISDA Master Agreement and the Transaction.
- (c) The other party is not acting as a fiduciary for or an adviser to it in respect of the ISDA Master Agreement and the Transaction.
- (d) It has entered into the Transaction in connection with a line of its business (in the case of PNC) and for purposes of reducing its interest cost or managing the interest expense related to the outstanding obligations (in the case of the COUNTERPARTY) and not for the purpose of speculation.
- (e) It is an "eligible contract participant", as that term is defined in Section 1a(18) of the Commodity Exchange Act and applicable regulations there under.

4. The terms of the Transaction to which this Confirmation relates are as follows:

Type of Transaction: Basis Swap Transaction

Notional Amount: USD 57,695,000.00, and then declining in accordance with the attached amortization schedule.

Trade Date: [DATE]

Effective Date: [DATE]

Termination Date: September 1, 2035, subject to adjustment in accordance with the Modified Following Business Day convention.

Floating Amounts A:

Floating Rate Payer: COUNTERPARTY

Floating Rate Calculation Periods: The initial Calculation Period will be from and including the Effective Date to but excluding June 1, 2017. Thereafter, from and including the first (1st) day of each month to but excluding the first (1st) day of the following month. With the final Calculation Period being from and including August 1, 2035, to but excluding the Termination Date. Each calculation period subject to Modified Following Business Day convention.

Floating Rate Payer Payment Dates: The initial payment will commence on [July 1, 2017], and thereafter on the first (1st) day of each month, and ending on the Termination Date, subject to the Modified Following Business Day Convention.

Floating Rate for Initial Calculation Period: TBD

Reset Dates: Weekly on each Wednesday for value Thursday, commencing on [DATE], and ending on [DATE], with no Adjustment.

Floating Rate Option: USD-SIFMA Municipal Swap Index

Floating Rate: A per annum rate equal to the sum of (i) the Floating Rate Option plus (ii) the Spread.

Designed Maturity: One (1) Week

Spread: [TBD] %

Floating Rate Day Count Fraction: Actual / Actual

Calculation Period End Dates: No Adjustment

Business Days: New York

Compounding: Not Applicable

Method of Averaging: Weighted

Floating Amounts B:

Floating Rate Payer: PNC

Floating Rate Calculation Periods: The initial Calculation Period will be from and including the Effective Date to but excluding June 1, 2017. Thereafter, from and including the first (1st) day of each month to but excluding the first (1st) day of the following month. With the final Calculation Period being from and including August 1, 2035, to but excluding the Termination Date. Each calculation period subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate Payer Payment Dates: The 1st day of each month, commencing on [July 1, 2017] and ending on the Termination Date, subject to adjustment in accordance with the Modified Following Business Day Convention.

Floating Rate for Initial Calculation Period: TBD

Reset Dates: Weekly on each Wednesday for value Thursday, commencing on [DATE], and ending on August 30, 2035, with no Adjustment.

Floating Rate Option: USD-LIBOR-BBA-Bloomberg

Floating Rate: A per annum rate equal to the sum of (i) the Floating Rate Option times the Multiplier, plus (ii) the Spread.

Designated Maturity: Three (3) Months

Multiplier: 0.68

Spread: 0.15%

Floating Rate Day Count Fraction: Actual / Actual

Calculation Period End Dates: No Adjustment

Business Days: New York

Compounding: Not Applicable

Method of Averaging: Weighted

General Terms:

Optional Termination: As set forth in the ISDA Master Agreement.

Calculation Agent: PNC, unless PNC is a Defaulting Party in which case the Calculation Agent shall be a Reference Market-Maker selected by COUNTERPARTY and reasonably acceptable to PNC.

Related Bonds: This Transaction relates to the General Obligation Bonds, Series of 2017 to be issued by COUNTERPARTY on or before [DATE].

Fees: The following professional fees relating to the Transaction will be paid by PNC on or around [DATE] on behalf and at the request of the COUNTERPARTY. These payments are reflected in, and have increased, the Floating Amount A Spread payable by the COUNTERPARTY hereunder:

Stevens & Lee (Swap Counsel)	\$ 35,000.00
Financial S&Lutions LLC (Swap Advisor)	<u>[74,356.25]</u>
Total	\$ []

Acknowledgement of Related Termination And Agreement:

In connection with this Transaction, COUNTERPARTY and PNC have agreed to terminate, effective [DATE], interest rate swap transaction between COUNTERPARTY and PNC, which had maturity date of September 1, 2035 (MX_22415) (the "Terminated Transaction"). At the request of COUNTERPARTY, PNC has agreed to apply the Settlement Amount payable to PNC on the Terminated Transaction to this Transaction by way of an increase in the Floating Amount A Spread of this Transaction. The termination value is reflected in, and has increased, the Floating Amount A Spread payable by the COUNTERPARTY by [] basis points.

Jury Waiver: EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THE ISDA MASTER AGREEMENT, TO THIS CONFIRMATION OR THE TRANSACTION EVIDENCED HEREBY.

Governing Law: The Transaction shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law doctrine; provided however, that the powers and duties of COUNTERPARTY under the Transaction and the remedies of PNC under the Act shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

Execution in Counterparts: This Confirmation may be executed in counterparts, each of which shall be an original and both of which when taken together shall constitute the same agreement. Transmission by facsimile, e-mail or other form of electronic transmission of an executed counterpart of this Confirmation shall be deemed to constitute due and sufficient delivery of such counterpart.

Electronic Records and Signatures: It is agreed by the parties that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity and enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case may be) to the extent and as provided for in any applicable law.

Payment Instructions: Payments to PNC shall be made in immediately available funds to:

PNC Bank, Pittsburgh
ABA #: 043-000-096
Account #: 196030010411
Account of: Investment Operations
Attn.: Derivative Products

Payments to COUNTERPARTY shall be made in immediately available funds to:

Bank: ON FILE
ABA #: ON FILE
Account #: ON FILE
Account Name: ON FILE
Attn: ON FILE

PAYMENT ADVICE NOTIFICATION SHALL BE DELIVERED VIA E-MAIL TO THE FOLLOWING ADDRESSES:

E-Mail Address: durkint@lackawannacounty.org

Please confirm that the foregoing correctly sets forth the terms of our agreement concerning the transaction by signing this Confirmation where indicated below and returning a signed copy to Jesse Streeter either by fax (at + 1 855 568 4533) or by overnight delivery (c/o PNC Bank, National Association, 116 Allegheny

Center Mall, P8-YB35-02-8, Pittsburgh, PA 15212, Attn: Jesse Streeter). Should you wish to return your signed copy by e-mail, please, first contact your derivatives marketer.

Please retain a signed copy of this Confirmation for your records. Should you have any questions, please call Jesse Streeter at (412) 237-0568.

Yours Sincerely,

PNC BANK, NATIONAL ASSOCIATION

Accepted and agreed as of the date first above written:

COUNTY OF LACKAWANNA

By: _____

Name:

Title: Chairman, Board of Commissioners

By: _____

Name:

Title: Chief of Staff

By: _____

Name:

Title: Treasurer

AMORTIZATION SCHEDULE

All dates subject to adjustment according to the business day convention defined in the calculation periods above.

Calculation Period Start Date	Calculation Period End Date	Notional Balance	End of Period Amortization
May 1, 2017	June 1, 2017	57,695,000.00	0.00
June 1, 2017	July 1, 2017	57,695,000.00	0.00
July 1, 2017	August 1, 2017	57,695,000.00	0.00
August 1, 2017	September 1, 2017	57,695,000.00	900,000.00
September 1, 2017	October 1, 2017	56,795,000.00	0.00
October 1, 2017	November 1, 2017	56,795,000.00	0.00
November 1, 2017	December 1, 2017	56,795,000.00	0.00
December 1, 2017	January 1, 2018	56,795,000.00	0.00
January 1, 2018	February 1, 2018	56,795,000.00	0.00
February 1, 2018	March 1, 2018	56,795,000.00	0.00
March 1, 2018	April 1, 2018	56,795,000.00	0.00
April 1, 2018	May 1, 2018	56,795,000.00	0.00
May 1, 2018	June 1, 2018	56,795,000.00	0.00
June 1, 2018	July 1, 2018	56,795,000.00	0.00
July 1, 2018	August 1, 2018	56,795,000.00	0.00
August 1, 2018	September 1, 2018	56,795,000.00	5,000.00
September 1, 2018	October 1, 2018	56,790,000.00	0.00
October 1, 2018	November 1, 2018	56,790,000.00	0.00
November 1, 2018	December 1, 2018	56,790,000.00	0.00
December 1, 2018	January 1, 2019	56,790,000.00	0.00
January 1, 2019	February 1, 2019	56,790,000.00	0.00
February 1, 2019	March 1, 2019	56,790,000.00	0.00
March 1, 2019	April 1, 2019	56,790,000.00	0.00
April 1, 2019	May 1, 2019	56,790,000.00	0.00
May 1, 2019	June 1, 2019	56,790,000.00	0.00
June 1, 2019	July 1, 2019	56,790,000.00	0.00
July 1, 2019	August 1, 2019	56,790,000.00	0.00
August 1, 2019	September 1, 2019	56,790,000.00	5,000.00
September 1, 2019	October 1, 2019	56,785,000.00	0.00
October 1, 2019	November 1, 2019	56,785,000.00	0.00
November 1, 2019	December 1, 2019	56,785,000.00	0.00
December 1, 2019	January 1, 2020	56,785,000.00	0.00
January 1, 2020	February 1, 2020	56,785,000.00	0.00
February 1, 2020	March 1, 2020	56,785,000.00	0.00
March 1, 2020	April 1, 2020	56,785,000.00	0.00
April 1, 2020	May 1, 2020	56,785,000.00	0.00
May 1, 2020	June 1, 2020	56,785,000.00	0.00
June 1, 2020	July 1, 2020	56,785,000.00	0.00
July 1, 2020	August 1, 2020	56,785,000.00	0.00
August 1, 2020	September 1, 2020	56,785,000.00	5,000.00
September 1, 2020	October 1, 2020	56,780,000.00	0.00
October 1, 2020	November 1, 2020	56,780,000.00	0.00
November 1, 2020	December 1, 2020	56,780,000.00	0.00
December 1, 2020	January 1, 2021	56,780,000.00	0.00

January 1, 2021	February 1, 2021	56,780,000.00	0.00
February 1, 2021	March 1, 2021	56,780,000.00	0.00
March 1, 2021	April 1, 2021	56,780,000.00	0.00
April 1, 2021	May 1, 2021	56,780,000.00	0.00
May 1, 2021	June 1, 2021	56,780,000.00	0.00
June 1, 2021	July 1, 2021	56,780,000.00	0.00
July 1, 2021	August 1, 2021	56,780,000.00	0.00
August 1, 2021	September 1, 2021	56,780,000.00	795,000.00
September 1, 2021	October 1, 2021	55,985,000.00	0.00
October 1, 2021	November 1, 2021	55,985,000.00	0.00
November 1, 2021	December 1, 2021	55,985,000.00	0.00
December 1, 2021	January 1, 2022	55,985,000.00	0.00
January 1, 2022	February 1, 2022	55,985,000.00	0.00
February 1, 2022	March 1, 2022	55,985,000.00	0.00
March 1, 2022	April 1, 2022	55,985,000.00	0.00
April 1, 2022	May 1, 2022	55,985,000.00	0.00
May 1, 2022	June 1, 2022	55,985,000.00	0.00
June 1, 2022	July 1, 2022	55,985,000.00	0.00
July 1, 2022	August 1, 2022	55,985,000.00	0.00
August 1, 2022	September 1, 2022	55,985,000.00	2,025,000.00
September 1, 2022	October 1, 2022	53,960,000.00	0.00
October 1, 2022	November 1, 2022	53,960,000.00	0.00
November 1, 2022	December 1, 2022	53,960,000.00	0.00
December 1, 2022	January 1, 2023	53,960,000.00	0.00
January 1, 2023	February 1, 2023	53,960,000.00	0.00
February 1, 2023	March 1, 2023	53,960,000.00	0.00
March 1, 2023	April 1, 2023	53,960,000.00	0.00
April 1, 2023	May 1, 2023	53,960,000.00	0.00
May 1, 2023	June 1, 2023	53,960,000.00	0.00
June 1, 2023	July 1, 2023	53,960,000.00	0.00
July 1, 2023	August 1, 2023	53,960,000.00	0.00
August 1, 2023	September 1, 2023	53,960,000.00	3,705,000.00
September 1, 2023	October 1, 2023	50,255,000.00	0.00
October 1, 2023	November 1, 2023	50,255,000.00	0.00
November 1, 2023	December 1, 2023	50,255,000.00	0.00
December 1, 2023	January 1, 2024	50,255,000.00	0.00
January 1, 2024	February 1, 2024	50,255,000.00	0.00
February 1, 2024	March 1, 2024	50,255,000.00	0.00
March 1, 2024	April 1, 2024	50,255,000.00	0.00
April 1, 2024	May 1, 2024	50,255,000.00	0.00
May 1, 2024	June 1, 2024	50,255,000.00	0.00
June 1, 2024	July 1, 2024	50,255,000.00	0.00
July 1, 2024	August 1, 2024	50,255,000.00	0.00
August 1, 2024	September 1, 2024	50,255,000.00	4,180,000.00
September 1, 2024	October 1, 2024	46,075,000.00	0.00
October 1, 2024	November 1, 2024	46,075,000.00	0.00
November 1, 2024	December 1, 2024	46,075,000.00	0.00
December 1, 2024	January 1, 2025	46,075,000.00	0.00
January 1, 2025	February 1, 2025	46,075,000.00	0.00
February 1, 2025	March 1, 2025	46,075,000.00	0.00

March 1, 2025	April 1, 2025	46,075,000.00	0.00
April 1, 2025	May 1, 2025	46,075,000.00	0.00
May 1, 2025	June 1, 2025	46,075,000.00	0.00
June 1, 2025	July 1, 2025	46,075,000.00	0.00
July 1, 2025	August 1, 2025	46,075,000.00	0.00
August 1, 2025	September 1, 2025	46,075,000.00	4,350,000.00
September 1, 2025	October 1, 2025	41,725,000.00	0.00
October 1, 2025	November 1, 2025	41,725,000.00	0.00
November 1, 2025	December 1, 2025	41,725,000.00	0.00
December 1, 2025	January 1, 2026	41,725,000.00	0.00
January 1, 2026	February 1, 2026	41,725,000.00	0.00
February 1, 2026	March 1, 2026	41,725,000.00	0.00
March 1, 2026	April 1, 2026	41,725,000.00	0.00
April 1, 2026	May 1, 2026	41,725,000.00	0.00
May 1, 2026	June 1, 2026	41,725,000.00	0.00
June 1, 2026	July 1, 2026	41,725,000.00	0.00
July 1, 2026	August 1, 2026	41,725,000.00	0.00
August 1, 2026	September 1, 2026	41,725,000.00	4,525,000.00
September 1, 2026	October 1, 2026	37,200,000.00	0.00
October 1, 2026	November 1, 2026	37,200,000.00	0.00
November 1, 2026	December 1, 2026	37,200,000.00	0.00
December 1, 2026	January 1, 2027	37,200,000.00	0.00
January 1, 2027	February 1, 2027	37,200,000.00	0.00
February 1, 2027	March 1, 2027	37,200,000.00	0.00
March 1, 2027	April 1, 2027	37,200,000.00	0.00
April 1, 2027	May 1, 2027	37,200,000.00	0.00
May 1, 2027	June 1, 2027	37,200,000.00	0.00
June 1, 2027	July 1, 2027	37,200,000.00	0.00
July 1, 2027	August 1, 2027	37,200,000.00	0.00
August 1, 2027	September 1, 2027	37,200,000.00	4,715,000.00
September 1, 2027	October 1, 2027	32,485,000.00	0.00
October 1, 2027	November 1, 2027	32,485,000.00	0.00
November 1, 2027	December 1, 2027	32,485,000.00	0.00
December 1, 2027	January 1, 2028	32,485,000.00	0.00
January 1, 2028	February 1, 2028	32,485,000.00	0.00
February 1, 2028	March 1, 2028	32,485,000.00	0.00
March 1, 2028	April 1, 2028	32,485,000.00	0.00
April 1, 2028	May 1, 2028	32,485,000.00	0.00
May 1, 2028	June 1, 2028	32,485,000.00	0.00
June 1, 2028	July 1, 2028	32,485,000.00	0.00
July 1, 2028	August 1, 2028	32,485,000.00	0.00
August 1, 2028	September 1, 2028	32,485,000.00	4,785,000.00
September 1, 2028	October 1, 2028	27,700,000.00	0.00
October 1, 2028	November 1, 2028	27,700,000.00	0.00
November 1, 2028	December 1, 2028	27,700,000.00	0.00
December 1, 2028	January 1, 2029	27,700,000.00	0.00
January 1, 2029	February 1, 2029	27,700,000.00	0.00
February 1, 2029	March 1, 2029	27,700,000.00	0.00
March 1, 2029	April 1, 2029	27,700,000.00	0.00
April 1, 2029	May 1, 2029	27,700,000.00	0.00

May 1, 2029	June 1, 2029	27,700,000.00	0.00
June 1, 2029	July 1, 2029	27,700,000.00	0.00
July 1, 2029	August 1, 2029	27,700,000.00	0.00
August 1, 2029	September 1, 2029	27,700,000.00	4,885,000.00
September 1, 2029	October 1, 2029	22,815,000.00	0.00
October 1, 2029	November 1, 2029	22,815,000.00	0.00
November 1, 2029	December 1, 2029	22,815,000.00	0.00
December 1, 2029	January 1, 2030	22,815,000.00	0.00
January 1, 2030	February 1, 2030	22,815,000.00	0.00
February 1, 2030	March 1, 2030	22,815,000.00	0.00
March 1, 2030	April 1, 2030	22,815,000.00	0.00
April 1, 2030	May 1, 2030	22,815,000.00	0.00
May 1, 2030	June 1, 2030	22,815,000.00	0.00
June 1, 2030	July 1, 2030	22,815,000.00	0.00
July 1, 2030	August 1, 2030	22,815,000.00	0.00
August 1, 2030	September 1, 2030	22,815,000.00	3,555,000.00
September 1, 2030	October 1, 2030	19,260,000.00	0.00
October 1, 2030	November 1, 2030	19,260,000.00	0.00
November 1, 2030	December 1, 2030	19,260,000.00	0.00
December 1, 2030	January 1, 2031	19,260,000.00	0.00
January 1, 2031	February 1, 2031	19,260,000.00	0.00
February 1, 2031	March 1, 2031	19,260,000.00	0.00
March 1, 2031	April 1, 2031	19,260,000.00	0.00
April 1, 2031	May 1, 2031	19,260,000.00	0.00
May 1, 2031	June 1, 2031	19,260,000.00	0.00
June 1, 2031	July 1, 2031	19,260,000.00	0.00
July 1, 2031	August 1, 2031	19,260,000.00	0.00
August 1, 2031	September 1, 2031	19,260,000.00	3,625,000.00
September 1, 2031	October 1, 2031	15,635,000.00	0.00
October 1, 2031	November 1, 2031	15,635,000.00	0.00
November 1, 2031	December 1, 2031	15,635,000.00	0.00
December 1, 2031	January 1, 2032	15,635,000.00	0.00
January 1, 2032	February 1, 2032	15,635,000.00	0.00
February 1, 2032	March 1, 2032	15,635,000.00	0.00
March 1, 2032	April 1, 2032	15,635,000.00	0.00
April 1, 2032	May 1, 2032	15,635,000.00	0.00
May 1, 2032	June 1, 2032	15,635,000.00	0.00
June 1, 2032	July 1, 2032	15,635,000.00	0.00
July 1, 2032	August 1, 2032	15,635,000.00	0.00
August 1, 2032	September 1, 2032	15,635,000.00	3,705,000.00
September 1, 2032	October 1, 2032	11,930,000.00	0.00
October 1, 2032	November 1, 2032	11,930,000.00	0.00
November 1, 2032	December 1, 2032	11,930,000.00	0.00
December 1, 2032	January 1, 2033	11,930,000.00	0.00
January 1, 2033	February 1, 2033	11,930,000.00	0.00
February 1, 2033	March 1, 2033	11,930,000.00	0.00
March 1, 2033	April 1, 2033	11,930,000.00	0.00
April 1, 2033	May 1, 2033	11,930,000.00	0.00
May 1, 2033	June 1, 2033	11,930,000.00	0.00
June 1, 2033	July 1, 2033	11,930,000.00	0.00

July 1, 2033	August 1, 2033	11,930,000.00	0.00
August 1, 2033	September 1, 2033	11,930,000.00	3,780,000.00
September 1, 2033	October 1, 2033	8,150,000.00	0.00
October 1, 2033	November 1, 2033	8,150,000.00	0.00
November 1, 2033	December 1, 2033	8,150,000.00	0.00
December 1, 2033	January 1, 2034	8,150,000.00	0.00
January 1, 2034	February 1, 2034	8,150,000.00	0.00
February 1, 2034	March 1, 2034	8,150,000.00	0.00
March 1, 2034	April 1, 2034	8,150,000.00	0.00
April 1, 2034	May 1, 2034	8,150,000.00	0.00
May 1, 2034	June 1, 2034	8,150,000.00	0.00
June 1, 2034	July 1, 2034	8,150,000.00	0.00
July 1, 2034	August 1, 2034	8,150,000.00	0.00
August 1, 2034	September 1, 2034	8,150,000.00	3,865,000.00
September 1, 2034	October 1, 2034	4,285,000.00	0.00
October 1, 2034	November 1, 2034	4,285,000.00	0.00
November 1, 2034	December 1, 2034	4,285,000.00	0.00
December 1, 2034	January 1, 2035	4,285,000.00	0.00
January 1, 2035	February 1, 2035	4,285,000.00	0.00
February 1, 2035	March 1, 2035	4,285,000.00	0.00
March 1, 2035	April 1, 2035	4,285,000.00	0.00
April 1, 2035	May 1, 2035	4,285,000.00	0.00
May 1, 2035	June 1, 2035	4,285,000.00	0.00
June 1, 2035	July 1, 2035	4,285,000.00	0.00
July 1, 2035	August 1, 2035	4,285,000.00	0.00
August 1, 2035	September 1, 2035	4,285,000.00	4,285,000.00

SCHEDULE I

MAXIMUM SCHEDULED PAYMENTS UNDER THE 2017 INTEREST RATE SWAP
AGREEMENT

EXPECTED SCHEDULED PAYMENTS UNDER THE 2017 INTEREST RATE SWAP
AGREEMENT

MAXIMUM PERIODIC NET PAYMENTS

ESTIMATED DEBT SERVICE
(General Obligation Bonds, Series of 2017)

2017 BASIS SWAP
(Assumes a 12% SIFMA & a 0% 3M LIBOR Average)

NET SWAP & DEBT
PAYMENTS

Payment Date	Principal	Estimated Coupon	Interest	Debt Service	Annual Debt Service	MINIMUM FLOATING RECEIPT			ESTIMATED FLOATING PAYMENT			Net Debt Service (Annual)	Outstanding Notional	
						Rate (1)	Receipt	Annual Receipt	Rate (2)	Payment	Annual Payment			
15-Jun-17														
1-Sep-17	900,000.00	2.0000%	466,638.68	1,366,638.68	1,366,638.68	0.00	0.00	0.00	12.0000%	3,461,700	6,923,400	4,828,339	8,290,039	57,695,000
1-Mar-18	-	-	1,096,196.88	1,096,196.88	2,197,393.76	0.00	0.00	0.00	12.0000%	3,407,700	6,815,400	4,503,897	9,012,794	56,795,000
1-Sep-18	5,000.00	3.0000%	1,096,196.88	1,101,196.88	-	0.00	0.00	0.00	12.0000%	3,407,700	6,815,400	4,508,897	-	56,795,000
1-Mar-19	-	-	1,096,121.88	1,096,121.88	-	0.00	0.00	0.00	12.0000%	3,407,400	6,814,800	4,503,522	-	56,790,000
1-Sep-19	5,000.00	4.0000%	1,096,121.88	1,101,121.88	2,197,243.76	0.00	0.00	0.00	12.0000%	3,407,400	6,814,800	4,508,522	9,012,044	56,790,000
1-Mar-20	-	-	1,096,021.88	1,096,021.88	-	0.00	0.00	0.00	12.0000%	3,407,100	6,814,200	4,503,122	-	56,785,000
1-Sep-20	5,000.00	4.0000%	1,096,021.88	1,101,021.88	2,197,043.76	0.00	0.00	0.00	12.0000%	3,407,100	6,814,200	4,508,122	9,011,244	56,785,000
1-Mar-21	-	-	1,095,921.88	1,095,921.88	-	0.00	0.00	0.00	12.0000%	3,406,800	6,813,600	4,502,722	-	56,780,000
1-Sep-21	795,000.00	4.0000%	1,095,921.88	1,095,921.88	2,986,843.76	0.00	0.00	0.00	12.0000%	3,406,800	6,813,600	4,529,722	9,800,444	56,780,000
1-Mar-22	-	-	1,080,021.88	1,080,021.88	-	0.00	0.00	0.00	12.0000%	3,359,100	6,718,200	4,439,122	-	55,985,000
1-Sep-22	2,025,000.00	4.0000%	1,080,021.88	1,080,021.88	4,185,043.76	0.00	0.00	0.00	12.0000%	3,359,100	6,718,200	4,464,122	10,903,244	55,985,000
1-Mar-23	-	-	1,039,521.88	1,039,521.88	-	0.00	0.00	0.00	12.0000%	3,237,600	6,475,200	4,277,122	-	53,960,000
1-Sep-23	3,705,000.00	4.0000%	1,039,521.88	1,039,521.88	5,784,043.76	0.00	0.00	0.00	12.0000%	3,237,600	6,475,200	4,277,122	12,259,244	53,960,000
1-Mar-24	-	-	965,421.88	965,421.88	-	0.00	0.00	0.00	12.0000%	3,015,300	6,030,600	3,980,722	-	50,255,000
1-Sep-24	4,180,000.00	5.0000%	965,421.88	965,421.88	6,110,843.76	0.00	0.00	0.00	12.0000%	3,015,300	6,030,600	3,980,722	12,141,444	50,255,000
1-Mar-25	-	-	860,921.88	860,921.88	-	0.00	0.00	0.00	12.0000%	2,764,500	5,529,000	3,625,422	-	46,075,000
1-Sep-25	4,350,000.00	5.0000%	860,921.88	860,921.88	6,071,843.76	0.00	0.00	0.00	12.0000%	2,764,500	5,529,000	3,625,422	11,600,844	46,075,000
1-Mar-26	-	-	752,171.88	752,171.88	-	0.00	0.00	0.00	12.0000%	2,503,500	5,007,000	2,871,047	-	41,725,000
1-Sep-26	4,525,000.00	5.0000%	752,171.88	752,171.88	6,029,343.76	0.00	0.00	0.00	12.0000%	2,503,500	5,007,000	2,871,047	11,036,344	41,725,000
1-Mar-27	-	-	639,046.88	639,046.88	-	0.00	0.00	0.00	12.0000%	2,332,000	4,664,000	2,517,422	-	37,200,000
1-Sep-27	4,715,000.00	3.0000%	639,046.88	639,046.88	5,993,093.76	0.00	0.00	0.00	12.0000%	2,332,000	4,664,000	2,517,422	10,457,094	37,200,000
1-Mar-28	-	-	568,321.88	568,321.88	-	0.00	0.00	0.00	12.0000%	1,949,100	3,898,200	2,302,422	-	32,485,000
1-Sep-28	4,785,000.00	3.1250%	568,321.88	568,321.88	5,921,643.76	0.00	0.00	0.00	12.0000%	1,949,100	3,898,200	2,302,422	9,819,844	32,485,000
1-Mar-29	-	-	493,556.25	493,556.25	-	0.00	0.00	0.00	12.0000%	1,662,000	3,324,000	2,155,556	-	27,700,000
1-Sep-29	4,885,000.00	3.2500%	493,556.25	493,556.25	5,872,112.50	0.00	0.00	0.00	12.0000%	1,662,000	3,324,000	2,155,556	9,196,113	27,700,000
1-Mar-30	-	-	414,175.00	414,175.00	-	0.00	0.00	0.00	12.0000%	1,368,900	2,737,800	1,783,075	-	22,815,000
1-Sep-30	3,555,000.00	3.5000%	414,175.00	414,175.00	4,383,350.00	0.00	0.00	0.00	12.0000%	1,368,900	2,737,800	1,783,075	7,121,150	22,815,000
1-Mar-31	-	-	351,962.50	351,962.50	-	0.00	0.00	0.00	12.0000%	1,155,600	2,311,200	1,507,563	-	19,260,000
1-Sep-31	3,625,000.00	3.5000%	351,962.50	351,962.50	4,328,925.00	0.00	0.00	0.00	12.0000%	1,155,600	2,311,200	1,507,563	6,640,125	19,260,000
1-Mar-32	-	-	288,525.00	288,525.00	-	0.00	0.00	0.00	12.0000%	938,100	1,876,200	1,226,625	-	15,635,000
1-Sep-32	3,705,000.00	3.5000%	288,525.00	288,525.00	4,282,050.00	0.00	0.00	0.00	12.0000%	938,100	1,876,200	1,226,625	6,158,250	15,635,000
1-Mar-33	-	-	223,687.50	223,687.50	-	0.00	0.00	0.00	12.0000%	715,800	1,431,600	939,488	-	11,930,000
1-Sep-33	3,780,000.00	3.7500%	223,687.50	223,687.50	4,227,375.00	0.00	0.00	0.00	12.0000%	715,800	1,431,600	939,488	5,658,975	11,930,000
1-Mar-34	-	-	152,812.50	152,812.50	-	0.00	0.00	0.00	12.0000%	489,000	978,000	641,813	-	8,150,000
1-Sep-34	3,865,000.00	3.7500%	152,812.50	152,812.50	4,170,625.00	0.00	0.00	0.00	12.0000%	489,000	978,000	641,813	5,148,625	8,150,000
1-Mar-35	-	-	80,343.75	80,343.75	-	0.00	0.00	0.00	12.0000%	257,100	514,200	337,444	-	4,285,000
1-Sep-35	4,285,000.00	3.7500%	80,343.75	80,343.75	4,445,687.50	0.00	0.00	0.00	12.0000%	257,100	514,200	337,444	4,959,888	4,285,000
	57,695,000		25,056,145.04	82,751,145.04	82,751,145.04	0.00	0.00	0.00		82,014,900	85,476,600	164,766,045	168,227,745	

(1) Assumes the County receives a net 0% variable rate from the counterparty under the terms of the swap agreement
 (2) Assumes the Maximum SIFMA Rate (12.00%)

MAXIMUM PERIODIC NET RECEIPTS

ESTIMATED DEBT SERVICE
(General Obligation Bonds, Series of 2017)

2017 BASIS SWAP
(Assumes a 1% SIEMA & a 12% 3M LIBOR Average)

NET SWAP & DEBT
PAYMENTS

Payment Date	Principal	Estimated Coupon	Interest	Debt Service	Annual Debt Service	MAXIMUM FLOATING RECEIPT			MINIMUM FLOATING PAYMENT			Net Debt Service (Annual)	Net Debt Service (Annual)	Outstanding Nonfinal		
						Rate (1)	Receipt	Annual Receipt	Rate (2)	Payment	Annual Payment					
15-Jun-17																
1-Sep-17	900,000.00	2.0000%	466,638.68	1,366,638.68	1,366,638.68	8.2600%	2,382,804	2,382,804	1.0000%	288,475	288,475	(727,690)	(727,690)	57,695,000		
1-Mar-18	-	3.0000%	1,096,196.88	1,096,196.88	2,197,993.76	8.2600%	2,345,694	2,345,694	1.0000%	283,975	283,975	(965,462)	(965,462)	56,795,000		
1-Sep-18	5,000.00	3.0000%	1,096,196.88	1,011,196.88	2,197,993.76	8.2600%	2,345,694	4,691,267	1.0000%	283,975	567,950	(1,925,923)	(1,925,923)	56,795,000		
1-Mar-19	-	4.0000%	1,096,121.88	1,096,121.88	2,197,243.76	8.2600%	2,345,427	2,345,427	1.0000%	283,950	567,900	(965,355)	(965,355)	56,790,000		
1-Sep-19	5,000.00	4.0000%	1,096,121.88	1,011,121.88	2,197,243.76	8.2600%	2,345,427	4,690,854	1.0000%	283,950	567,900	(1,925,710)	(1,925,710)	56,785,000		
1-Mar-20	-	4.0000%	1,096,021.88	1,011,021.88	2,197,043.76	8.2600%	2,345,221	4,690,441	1.0000%	283,925	567,850	(1,925,547)	(1,925,547)	56,780,000		
1-Sep-20	5,000.00	4.0000%	1,096,021.88	1,011,021.88	2,197,043.76	8.2600%	2,345,014	4,690,028	1.0000%	283,900	567,800	(1,135,384)	(1,135,384)	56,780,000		
1-Mar-21	795,000.00	4.0000%	1,095,921.88	1,890,921.88	2,986,843.76	8.2600%	2,345,014	4,690,028	1.0000%	283,900	567,800	-	-	55,985,000		
1-Sep-21	-	4.0000%	1,080,021.88	1,080,021.88	2,197,043.76	8.2600%	2,312,181	4,624,361	1.0000%	279,925	559,850	-	-	55,985,000		
1-Mar-22	2,025,000.00	4.0000%	1,080,021.88	3,105,021.88	4,185,043.76	8.2600%	2,228,548	4,457,096	1.0000%	269,800	559,600	-	-	55,960,000		
1-Sep-22	-	4.0000%	1,039,521.88	1,039,521.88	5,784,043.76	8.2600%	2,075,532	4,457,096	1.0000%	251,275	502,550	-	-	50,255,000		
1-Mar-23	3,705,000.00	4.0000%	965,421.88	965,421.88	6,110,843.76	8.2600%	2,075,532	4,151,065	1.0000%	251,275	502,550	-	-	46,075,000		
1-Sep-23	-	5.0000%	965,421.88	5,145,421.88	6,110,843.76	8.2600%	2,075,532	4,151,065	1.0000%	251,275	502,550	-	-	46,075,000		
1-Mar-24	4,180,000.00	5.0000%	860,921.88	860,921.88	6,071,843.76	8.2600%	1,902,898	3,805,795	1.0000%	230,375	460,750	-	-	41,725,000		
1-Sep-24	-	5.0000%	860,921.88	5,210,921.88	6,071,843.76	8.2600%	1,902,898	3,805,795	1.0000%	230,375	460,750	-	-	41,725,000		
1-Mar-25	4,350,000.00	5.0000%	752,171.88	752,171.88	6,029,343.76	8.2600%	1,723,243	3,446,485	1.0000%	208,625	417,250	-	-	37,200,000		
1-Sep-25	-	5.0000%	639,046.88	639,046.88	6,029,343.76	8.2600%	1,723,243	3,446,485	1.0000%	208,625	417,250	-	-	37,200,000		
1-Mar-26	4,525,000.00	5.0000%	639,046.88	639,046.88	5,993,093.76	8.2600%	1,536,360	3,072,720	1.0000%	186,000	372,000	-	-	32,485,000		
1-Sep-26	-	3.0000%	568,321.88	568,321.88	5,993,093.76	8.2600%	1,536,360	3,072,720	1.0000%	186,000	372,000	-	-	32,485,000		
1-Mar-27	4,715,000.00	3.0000%	493,556.25	493,556.25	5,921,643.76	8.2600%	1,341,631	2,683,261	1.0000%	162,425	324,850	-	-	27,700,000		
1-Sep-27	-	3.1250%	493,556.25	5,353,211.88	5,921,643.76	8.2600%	1,341,631	2,683,261	1.0000%	162,425	324,850	-	-	27,700,000		
1-Mar-28	4,785,000.00	3.1250%	493,556.25	493,556.25	5,872,112.50	8.2600%	1,144,010	2,288,020	1.0000%	138,500	277,000	-	-	22,815,000		
1-Sep-28	-	3.2500%	493,556.25	5,378,556.25	5,872,112.50	8.2600%	1,144,010	2,288,020	1.0000%	138,500	277,000	-	-	22,815,000		
1-Mar-29	4,885,000.00	3.2500%	414,175.00	414,175.00	4,383,350.00	8.2600%	942,260	1,884,519	1.0000%	114,075	228,150	-	-	19,260,000		
1-Sep-29	-	3.5000%	414,175.00	4,141,750.00	4,383,350.00	8.2600%	942,260	1,884,519	1.0000%	114,075	228,150	-	-	19,260,000		
1-Mar-30	3,555,000.00	3.5000%	351,962.50	3,969,175.00	4,328,925.00	8.2600%	795,438	1,590,876	1.0000%	96,300	192,600	-	-	15,655,000		
1-Sep-30	-	3.5000%	351,962.50	3,976,962.50	4,328,925.00	8.2600%	795,438	1,590,876	1.0000%	96,300	192,600	-	-	15,655,000		
1-Mar-31	3,625,000.00	3.5000%	288,525.00	288,525.00	4,282,050.00	8.2600%	645,726	1,291,451	1.0000%	78,175	156,350	-	-	11,930,000		
1-Sep-31	-	3.5000%	288,525.00	3,976,962.50	4,282,050.00	8.2600%	645,726	1,291,451	1.0000%	78,175	156,350	-	-	11,930,000		
1-Mar-32	3,705,000.00	3.5000%	223,687.50	223,687.50	4,227,375.00	8.2600%	492,709	985,418	1.0000%	59,650	119,300	-	-	8,150,000		
1-Sep-32	-	3.5000%	223,687.50	4,003,687.50	4,227,375.00	8.2600%	492,709	985,418	1.0000%	59,650	119,300	-	-	8,150,000		
1-Mar-33	3,780,000.00	3.7500%	152,812.50	152,812.50	4,170,625.00	8.2600%	336,595	673,190	1.0000%	40,750	81,500	-	-	4,285,000		
1-Sep-33	-	3.7500%	152,812.50	4,017,812.50	4,170,625.00	8.2600%	336,595	673,190	1.0000%	40,750	81,500	-	-	4,285,000		
1-Mar-34	3,865,000.00	3.7500%	80,343.75	80,343.75	4,445,687.50	8.2600%	176,971	353,941	1.0000%	21,425	42,850	-	-	4,285,000		
1-Sep-34	-	3.7500%	80,343.75	4,003,443.75	4,445,687.50	8.2600%	176,971	353,941	1.0000%	21,425	42,850	-	-	4,285,000		
1-Mar-35	4,285,000.00	3.7500%	25,056,145.04	82,751,145.04	82,751,145.04	8.2600%	56,453,590	56,453,590	1.0000%	6,834,575	6,834,575	-	-	4,285,000		
1-Sep-35	-	3.7500%	25,056,145.04	82,751,145.04	82,751,145.04	8.2600%	56,453,590	56,453,590	1.0000%	6,834,575	6,834,575	-	-	4,285,000		
	57,695,000															33,132,131

(1) Assumes a 12.00% 3M LIBOR average - 68% of the 12.00% 3M LIBOR average + 10 basis points (8.26%)
 (2) Assumes the Maximum SIEMA Rate (1.00%)

ESTIMATED PERIODIC SCHEDULED NET RECEIPTS (PAYMENTS)

ESTIMATED DEBT SERVICE
(General Obligation Bonds, Series of 2017)

2017 BASIS SWAP
(Assumes 20-Year Historical SIFMA & 3M LIBOR Averages)

NET SWAP & DEBT
PAYMENTS

Payment Date	Principal	Estimated Coupon	Interest	ESTIMATED DEBT SERVICE		ESTIMATED FLOATING RECEIPT		ESTIMATED FLOATING PAYMENT		Net Debt Service (Annual)	Outstanding Notional
				Debt Service	Annual Debt Service	Rate (1)	Receipt	Rate (2)	Payment		
15-Jun-17	900,000.00	2.0000%	466,638.68	1,366,638.68	1,366,638.68	1.7109%	493,546.11	2.4570%	708,783	1,581,876	57,695,000
1-Sep-17	-	-	1,096,196.88	1,096,196.88	-	1.7109%	485,847.15	2.4570%	697,727	1,308,076	57,695,000
1-Mar-18	5,000.00	3.0000%	1,096,196.88	1,101,196.88	2,197,393.76	1.7109%	971,694.30	2.4570%	1,395,453	2,621,153	56,795,000
1-Mar-19	5,000.00	4.0000%	1,096,121.88	1,096,121.88	2,197,243.76	1.7109%	485,804.38	2.4570%	697,665	1,307,983	56,790,000
1-Sep-19	5,000.00	4.0000%	1,096,121.88	1,101,121.88	2,197,043.76	1.7109%	485,804.38	2.4570%	697,665	1,312,983	56,790,000
1-Mar-20	5,000.00	4.0000%	1,096,021.88	1,096,021.88	2,197,043.76	1.7109%	485,761.60	2.4570%	697,604	1,307,864	56,785,000
1-Sep-20	795,000.00	4.0000%	1,095,921.88	1,101,021.88	2,197,043.76	1.7109%	485,718.83	2.4570%	697,542	1,307,745	56,780,000
1-Mar-21	2,025,000.00	4.0000%	1,095,921.88	1,890,921.88	2,986,843.76	1.7109%	485,718.83	2.4570%	697,542	1,307,745	56,780,000
1-Sep-21	3,705,000.00	4.0000%	1,080,021.88	1,080,021.88	4,185,043.76	1.7109%	478,918.08	2.4570%	687,776	1,288,880	55,985,000
1-Mar-22	4,180,000.00	5.0000%	1,039,521.88	1,039,521.88	5,784,043.76	1.7109%	461,595.42	2.4570%	662,899	1,240,825	53,960,000
1-Sep-22	4,180,000.00	5.0000%	965,421.88	965,421.88	6,110,843.76	1.7109%	429,901.37	2.4570%	617,385	1,152,900	50,255,000
1-Mar-23	4,350,000.00	5.0000%	860,921.88	860,921.88	6,071,843.76	1.7109%	394,143.98	2.4570%	566,031	1,032,809	46,075,000
1-Sep-23	4,525,000.00	5.0000%	752,171.88	752,171.88	6,029,343.76	1.7109%	356,932.34	2.4570%	512,592	907,831	41,725,000
1-Mar-24	4,715,000.00	3.0000%	639,046.88	639,046.88	5,993,093.76	1.7109%	318,223.68	2.4570%	457,002	777,825	37,200,000
1-Sep-24	4,785,000.00	3.1250%	568,321.88	568,321.88	5,921,643.76	1.7109%	277,889.68	2.4570%	399,078	689,510	32,485,000
1-Mar-25	4,885,000.00	3.2500%	493,556.25	493,556.25	5,872,112.50	1.7109%	236,956.88	2.4570%	340,295	596,894	27,700,000
1-Sep-25	3,555,000.00	3.5000%	414,175.00	414,175.00	4,383,350.00	1.7109%	195,168.64	2.4570%	280,282	499,289	22,815,000
1-Mar-26	3,625,000.00	3.5000%	351,962.50	351,962.50	4,328,925.00	1.7109%	164,757.74	2.4570%	236,609	423,814	19,260,000
1-Sep-26	3,705,000.00	3.5000%	288,525.00	288,525.00	4,282,050.00	1.7109%	133,748.04	2.4570%	192,076	346,853	15,635,000
1-Mar-27	3,780,000.00	3.7500%	223,687.50	223,687.50	4,227,375.00	1.7109%	102,053.99	2.4570%	146,560	268,194	11,990,000
1-Sep-27	3,865,000.00	3.7500%	152,812.50	152,812.50	4,170,625.00	1.7109%	69,718.36	2.4570%	100,123	183,217	8,150,000
1-Mar-28	4,285,000.00	3.7500%	80,343.75	80,343.75	4,445,687.50	1.7109%	36,655.60	2.4570%	52,641	96,329	4,285,000
1-Sep-28	57,695,000	-	25,056,145.04	82,751,145.04	82,751,145.04	1.7109%	11,693,137.68	2.4570%	16,792,551	87,850,558	4,285,000
1-Mar-29	-	-	-	-	-	-	-	-	-	-	-
1-Sep-29	-	-	-	-	-	-	-	-	-	-	-
1-Mar-30	-	-	-	-	-	-	-	-	-	-	-
1-Sep-30	-	-	-	-	-	-	-	-	-	-	-
1-Mar-31	-	-	-	-	-	-	-	-	-	-	-
1-Sep-31	-	-	-	-	-	-	-	-	-	-	-
1-Mar-32	-	-	-	-	-	-	-	-	-	-	-
1-Sep-32	-	-	-	-	-	-	-	-	-	-	-
1-Mar-33	-	-	-	-	-	-	-	-	-	-	-
1-Sep-33	-	-	-	-	-	-	-	-	-	-	-
1-Mar-34	-	-	-	-	-	-	-	-	-	-	-
1-Sep-34	-	-	-	-	-	-	-	-	-	-	-
1-Mar-35	-	-	-	-	-	-	-	-	-	-	-
1-Sep-35	-	-	-	-	-	-	-	-	-	-	-

(1) Assumes the 20-Year 3-Month LIBOR average (2.501299%) - 68% of the 24-year 3-Month LIBOR average + 10 basis points (1.7109%)
 (2) Assumes the 20-Year SIFMA average (1.675%) - SIFMA 20-year average + 78.7 basis points (2.4570%)

SCHEDULE II

MAXIMUM AMOUNTS PAYABLE UNDER THE BONDS AND THE 2017
INTEREST RATE SWAP AGREEMENT

MAXIMUM PERIODIC NET PAYMENTS

ESTIMATED DEBT SERVICE
(General Obligation Bonds, Series of 2017)

2017 BASIS SWAP
(Assumes a 12% SWPMA & a 0% 3M LIBOR Average)

NET SWAP & DEBT
PAYMENTS

Payment Date	Principal	Estimated Coupon	Interest	Debt Service	Annual Debt Service	MINIMUM FLOATING RECEIPT			ESTIMATED FLOATING PAYMENT			Net Debt Service	Net Debt Service (Annual)	Outstanding Notional
						Rate (1)	Receipt	Annual Receipt	Rate (2)	Payment	Annual Payment			
15-Jun-17	900,000.00	2.0000%	466,638.68	1,366,638.68	1,366,638.68	0.00	0.00	0.00	12.0000%	3,461,700	6,923,400	4,828,339	8,290,039	57,695,000
1-Sep-17	-	-	1,096,196.88	1,096,196.88	-	0.00	0.00	0.00	12.0000%	3,407,700	3,407,700	4,503,897	-	57,695,000
1-Mar-18	5,000.00	3.0000%	1,096,196.88	1,101,196.88	2,197,393.76	0.00	0.00	0.00	12.0000%	3,407,700	6,815,400	4,508,897	9,012,794	56,795,000
1-Sep-18	-	-	1,096,121.88	1,096,121.88	-	0.00	0.00	0.00	12.0000%	3,407,400	3,407,400	4,503,522	-	56,790,000
1-Mar-19	5,000.00	4.0000%	1,096,121.88	1,101,121.88	2,197,243.76	0.00	0.00	0.00	12.0000%	3,407,100	6,814,800	4,508,522	9,012,044	56,790,000
1-Sep-19	-	-	1,096,021.88	1,096,021.88	-	0.00	0.00	0.00	12.0000%	3,407,100	3,407,100	4,503,122	-	56,785,000
1-Mar-20	5,000.00	4.0000%	1,096,021.88	1,101,021.88	2,197,043.76	0.00	0.00	0.00	12.0000%	3,406,800	6,814,200	4,508,122	9,011,244	56,785,000
1-Sep-20	-	-	1,095,921.88	1,095,921.88	-	0.00	0.00	0.00	12.0000%	3,406,800	3,406,800	4,502,722	-	56,780,000
1-Mar-21	795,000.00	4.0000%	1,095,921.88	1,890,921.88	2,986,843.76	0.00	0.00	0.00	12.0000%	3,359,100	6,718,200	5,297,722	9,800,444	56,780,000
1-Sep-21	-	-	1,080,021.88	1,080,021.88	-	0.00	0.00	0.00	12.0000%	3,359,100	3,359,100	4,459,122	-	55,985,000
1-Mar-22	2,025,000.00	4.0000%	1,080,021.88	3,105,021.88	4,185,043.76	0.00	0.00	0.00	12.0000%	3,237,600	6,475,200	6,464,122	10,903,244	55,985,000
1-Sep-22	-	-	1,039,521.88	1,039,521.88	-	0.00	0.00	0.00	12.0000%	3,237,600	3,237,600	4,277,122	-	53,960,000
1-Mar-23	3,705,000.00	4.0000%	1,039,521.88	4,744,521.88	5,784,043.76	0.00	0.00	0.00	12.0000%	3,015,300	6,030,600	7,982,122	12,259,244	53,960,000
1-Sep-23	-	-	965,421.88	965,421.88	-	0.00	0.00	0.00	12.0000%	3,015,300	3,015,300	3,980,722	-	50,255,000
1-Mar-24	4,180,000.00	5.0000%	965,421.88	5,145,421.88	6,110,843.76	0.00	0.00	0.00	12.0000%	2,764,500	5,529,000	8,160,722	12,141,444	50,255,000
1-Sep-24	-	-	860,921.88	860,921.88	-	0.00	0.00	0.00	12.0000%	2,764,500	2,764,500	3,625,422	-	46,075,000
1-Mar-25	4,350,000.00	5.0000%	860,921.88	5,210,921.88	6,071,843.76	0.00	0.00	0.00	12.0000%	2,503,500	5,007,000	7,975,422	11,600,844	46,075,000
1-Sep-25	-	-	752,171.88	752,171.88	-	0.00	0.00	0.00	12.0000%	2,503,500	2,503,500	3,255,672	-	41,725,000
1-Mar-26	4,525,000.00	5.0000%	752,171.88	5,277,171.88	6,029,343.76	0.00	0.00	0.00	12.0000%	2,232,000	4,464,000	7,870,672	11,036,344	41,725,000
1-Sep-26	-	-	639,046.88	639,046.88	-	0.00	0.00	0.00	12.0000%	2,232,000	2,232,000	2,871,947	-	37,200,000
1-Mar-27	4,715,000.00	3.0000%	639,046.88	5,354,046.88	5,993,093.76	0.00	0.00	0.00	12.0000%	1,949,100	3,898,200	7,586,047	10,457,094	37,200,000
1-Sep-27	-	-	568,321.88	568,321.88	-	0.00	0.00	0.00	12.0000%	1,949,100	1,949,100	2,517,422	-	32,485,000
1-Mar-28	4,785,000.00	3.1250%	568,321.88	5,353,321.88	5,921,643.76	0.00	0.00	0.00	12.0000%	1,662,000	3,324,000	7,302,422	9,819,844	32,485,000
1-Sep-28	-	-	493,556.25	493,556.25	-	0.00	0.00	0.00	12.0000%	1,662,000	1,662,000	2,155,556	-	27,700,000
1-Mar-29	4,885,000.00	3.2500%	493,556.25	5,378,556.25	5,872,112.50	0.00	0.00	0.00	12.0000%	1,555,600	3,111,200	7,040,556	9,196,113	27,700,000
1-Sep-29	-	-	414,175.00	414,175.00	-	0.00	0.00	0.00	12.0000%	1,555,600	1,555,600	1,783,075	-	22,815,000
1-Mar-30	3,555,000.00	3.5000%	414,175.00	3,969,175.00	4,383,350.00	0.00	0.00	0.00	12.0000%	1,368,900	2,737,800	5,338,075	7,121,150	22,815,000
1-Sep-30	-	-	351,962.50	351,962.50	-	0.00	0.00	0.00	12.0000%	1,368,900	1,368,900	1,507,563	-	19,260,000
1-Mar-31	3,625,000.00	3.5000%	351,962.50	3,976,962.50	4,328,925.00	0.00	0.00	0.00	12.0000%	938,100	1,876,200	5,132,563	6,640,125	19,260,000
1-Sep-31	-	-	288,525.00	288,525.00	-	0.00	0.00	0.00	12.0000%	938,100	938,100	1,226,625	-	15,635,000
1-Mar-32	3,705,000.00	3.5000%	288,525.00	3,993,525.00	4,282,050.00	0.00	0.00	0.00	12.0000%	715,800	1,431,600	4,931,625	6,158,250	15,635,000
1-Sep-32	-	-	223,687.50	223,687.50	-	0.00	0.00	0.00	12.0000%	715,800	715,800	939,488	-	11,930,000
1-Mar-33	3,780,000.00	3.7500%	223,687.50	4,003,687.50	4,227,375.00	0.00	0.00	0.00	12.0000%	489,000	978,000	4,719,488	5,658,975	11,930,000
1-Sep-33	-	-	152,812.50	152,812.50	-	0.00	0.00	0.00	12.0000%	489,000	489,000	641,813	-	8,150,000
1-Mar-34	3,865,000.00	3.7500%	152,812.50	4,017,812.50	4,170,625.00	0.00	0.00	0.00	12.0000%	257,100	514,200	4,506,813	5,148,625	8,150,000
1-Sep-34	-	-	80,343.75	80,343.75	-	0.00	0.00	0.00	12.0000%	257,100	257,100	337,444	-	4,285,000
1-Mar-35	4,285,000.00	3.7500%	80,343.75	4,365,343.75	4,445,687.50	0.00	0.00	0.00	12.0000%	257,100	514,200	4,622,444	4,959,888	4,285,000
1-Sep-35	-	-	25,056,145.04	25,056,145.04	82,751,145.04	0.00	0.00	0.00	12.0000%	82,014,900	85,476,600	164,766,045	169,227,745	4,285,000

(1) Assumes the County receives a net 0% variable rate from the counterparty under the terms of the swap agreement

(2) Assumes the Maximum SWPMA Rate (12.00%)