ORDINANCE NO. 26-02
OF THE
BOARD OF SUPERVISORS
TOWNSHIP OF WEST PIKELAND
CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE AUTHORIZING AND DIRECTING THE INCURRENCE OF NONELECTORAL DEBT OF THE TOWNSHIP OF WEST PIKELAND, CHESTER COUNTY, PENNSYLVANIA THROUGH THE ISSUANCE OF ITS GENERAL OBLIGATION NOTE, SERIES OF 2026, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT CURRENTLY ESTIMATED NOT TO EXCEED $3,000,000, TO PROVIDE FUNDS FOR AND TOWARDS: (1) FINANCING SOME OR ALL OF THE COSTS OF ACQUIRING AND RENOVATING REAL PROPERTY TO BE USED AS THE TOWNSHIP'S MUNICIPAL BUILDING; AND (2) PAYING THE COSTS OF ISSUING THE NOTE; DECLARING THE ESTIMATED REALISTIC USEFUL LIFE OF THE PROJECT; DIRECTING THE PROPER OFFICERS TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT, BORROWING BASE CERTIFICATE AND EXCLUSION PROCEEDINGS (IF APPLICABLE); COVENANTING THAT THE TOWNSHIP SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE; SETTING FORTH THE STATED PRINCIPAL AND INTEREST PAYMENT DATES, REDEMPTION PROVISIONS, PLACE OF PAYMENT AND OTHER DETAILS OF THE NOTE; COVENANTING THAT THE TOWNSHIP SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITARY, PAYING AGENT AND REGISTRAR; STATING A COVENANT AS TO PAYMENT OF PRINCIPAL AND INTEREST WITHOUT DEDUCTION FOR CERTAIN TAXES; PROVIDING FOR THE EXECUTION OF THE NOTE; AWARDING THE NOTE AT PRIVATE SALE AND STATING THAT SUCH PRIVATE SALE IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; PROVIDING FOR FACSIMILE SIGNATURES AND SEAL AND AUTHENTICATION; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITARY; ESTABLISHING A SINKING FUND; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS FOR INCURRING AND EXCLUDING, AS APPLICABLE, NONELECTORAL DEBT; COVENANTING THAT THE PROCEEDS OF THE NOTE SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE NOTE TO BE AN ARBITRAGE BOND UNDER FEDERAL TAX LAW PROVISIONS; MAKING CERTAIN TAX REPRESENTATIONS AND DESIGNATING THE NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" TO THE EXTENT AVAILABLE; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO PAY ISSUANCE

COSTS; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO DO ALL THINGS NECESSARY TO CARRY OUT THE PURPOSES OF THE ORDINANCE; AND REPEALING ALL INCONSISTENT ORDINANCES.

The Board of Supervisors (the "Governing Body") of the Township of West Pikeland, Chester County, Pennsylvania (the "Township"), pursuant to the Pennsylvania Local Government Unit Debt Act, as amended (the "Act"), hereby ordains and enacts as follows:

Section 1. Incurrence of Debt; Amount and Purpose of Note and Cost Estimates.

The Governing Body of the Township hereby authorizes and directs the incurring of nonelectoral debt through the issuance of its General Obligation Note, Series of 2026 (the "Note"), in a maximum aggregate principal amount of Three Million Dollars ($3,000,000) for the purpose of providing funds to finance (1) some or all of the costs of acquiring and renovating certain real property to be used as the Township's Municipal Building and Police Station and (2) the costs of issuing the Note (collectively, the "Project").

Section 2. Declaration of Useful Lives of the components of the Project. The realistic estimated useful lives of the components of the Project are hereby declared to be at least thirty years.

Section 3. Debt Statement and Borrowing Base Certificate Filing. The Chair or Vice-Chair of the Governing Body and the Secretary of the Township are hereby authorized and directed to prepare and certify a Debt Statement required by Section 8110 of the Act, a Borrowing Base Certificate and exclusion proceedings, as determined to be applicable.

Section 4. Covenant to Pay Note. The Township hereby covenants with the registered owner from time to time of the Note that the Township shall (i) include the amount of the debt service for the Note for each fiscal year in which such sums are payable in its budget for that year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Note at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. As provided by the Act, this covenant shall be specifically enforceable.

Section 5. Form of Note. The Note shall be substantially in the form set forth in Exhibit "A" hereto, subject only to such changes as may be necessary to conform to the proposal, dated as of September 30, 2026, a copy of which is presented to this meeting (but subject to such changes as may be requested by the Note Purchaser and approved by the Township Manager with consultation by the Solicitor and Bond Counsel) (the

"Proposal"), accepted by Section 9 hereof or as counsel may recommend and the Chair or Vice Chair of the Board of Supervisors may approve, such approval to be conclusively evidenced by execution thereof.

Section 6. Description of Note; Maturity Schedule. The Note shall be in fully registered form in the amount of up to $3,000,000, shall be dated as of the date of issue, or such other date as the Purchaser, as hereinafter defined, shall specify, shall bear interest at the rate of 4.70% per annum for a period of five years, and thereafter shall be adjusted to a rate calculated at 75% of Wall Street Prime, provided that the interest rate shall be no greater than 5.25%, all as set forth in the form of Note attached hereto as Exhibit "A" and made a part hereof, and shall mature on such date as represents a twenty year maturity date.

Principal and interest will be payable annually at the interest rate described above beginning on the date set forth in the Proposal and Note for the period until the maturity date as set forth in the Proposal, and all unpaid principal and accrued interest thereon shall be due and payable in full on the maturity date.

The Note is subject to redemption prior to maturity at the option of the Township, at any time, without a prepayment penalty.

The stated maturities of the Note have been fixed in compliance with Section 8142(b)(1) of the Act.

Section 7. Paying Agent, Sinking Fund Depositary and Registrar; Payment of Principal and Interest without Deduction for Taxes. The proper officers of the Township are hereby authorized and directed to contract with Mid Penn Bank (the "Paying Agent") for its services as sinking fund depositary, paying agent and registrar with respect to the Note, and such Bank is hereby appointed to act in such capacities with respect to the Note.

The principal of, and interest on, the Note shall be payable when due in lawful money of the United States of America at the office of the Paying Agent by automatic deduction from the Sinking Fund established by Section 10 hereof or such other place or manner as the Paying Agent may designate in writing to the Township.

The principal or redemption price of, and interest on, the Note are payable without deduction for any tax or taxes, except gift, succession, franchise, excise or inheritance taxes, now or hereafter levied or assessed thereon under any present or future laws of the Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

Section 8. **Execution of Note.** The Note shall be executed by the Chair or Vice Chair of the Board of Supervisors of the Township and shall have the corporate seal of the Township affixed thereto, duly attested by the Secretary or Assistant Secretary of the Township, or in either of their absences, by any two members of the Board of Supervisors,

and the said officers are hereby authorized and directed to execute the Note in such manner. If any officer whose signature appears on the Note shall cease to hold such office before the actual delivery date of such Note, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of such Note. The Chair or Vice Chair of the Board of Supervisors (or such other authorized officer of the Township) is hereby authorized and directed to deliver, or cause to be delivered, the Note to the purchaser thereof against the full balance of the purpose price therefor.

Section 9. Manner of Sale; Award of Note. The Board of Supervisors of the Township after due deliberation and investigation has found that a private sale by negotiation is in the best financial interest of the Township and based upon such finding the Board of Supervisors of the Township hereby awards the Note, at private sale, to Mid Penn Bank (the "Purchaser"), upon the terms set forth herein and in the Proposal, a copy of which shall be filed with the debt proceedings herein authorized. The Note shall be purchased at a bid price of up to $3,000,000.

Section 10. Sinking Fund for Note; Appropriation of Annual Amounts for Payment of Debt Service. The Township covenants that it shall establish and maintain a sinking fund designated as "Township of West Pikeland, Series of 2026 General Obligation Note Sinking Fund" (the "Sinking Fund") to be held by the Paying Agent (or such substitute or successor Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the Township, but subject to withdrawal only by the Paying Agent and into which there shall be paid, when and as required, all moneys necessary to pay the debt service of the Note, and the Sinking Fund shall be applied exclusively to the payment of the interest and principal covenanted to be paid upon the Note and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

Pending application to the purposes for which the Sinking Fund is established, the Chair, the Vice Chair or Treasurer of the Board of Supervisors is hereby authorized and directed to cause the moneys therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Act. All income received on such deposits or investments of moneys in the Sinking Fund during each applicable period shall be added to the Sinking Fund and shall be credited against the deposit next required to be made in the Sinking Fund.

The Paying Agent is hereby authorized and directed, without further action by the Township, to pay by automatic deduction from the Sinking Fund the principal of and interest on the Note as the same becomes due and payable in accordance with the terms thereof, and the Township hereby covenants that such moneys, to the extent required, will be applied to such purposes.

All moneys deposited in the Sinking Fund for the payment of the Note which have not been claimed by the owners thereof after two years from the date payment is due,

except where such moneys are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the holder of an unpresented Note.

Section 11. **Debt Proceedings.** The Secretary of the Township is hereby authorized and directed to certify to and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase and exclusion of debt authorized hereunder, including the debt statement, borrowing base certificate and exclusion proceedings, if applicable, and to pay the filing fees necessary in connection therewith.

Section 12. **Tax Covenant and Representations.** The Township hereby covenants that:

(a) The Township will make no use of the proceeds of the Note at any time during the term thereof which would cause such Note to be an "arbitrage bond" within the meaning of Section 148 of the United States Internal Revenue Code of 1986, as amended (the "Code"), and all applicable regulations and that it will comply with the requirements of all Code sections and regulations necessary to ensure that the Note is described in Code Section 103(a) and not described in Section 103(b) throughout the term of the Note.

(b) In order to ensure that the registered owner of the Note, if it is a financial institution, will not be subject to certain provisions of the Code as a result of acquiring and carrying the Note, the Township hereby designates the Note as a "qualified tax-exempt obligation," within the meaning of Code section 265(b)(3)(B), and the Township hereby covenants that it will take such steps as may be necessary to cause the Note to continue to be an obligation described in such Code section during the period in which the Note is outstanding. The Township represents that it has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the Note, will result in more than $10,000,000 of tax-exempt obligations being issued in the calendar year in which the Note is issued. For purposes only of the foregoing sentence, the term "tax-exempt obligations" shall include any "qualified 501(c)(3) bond," as defined in Code section 145, but shall not include any other "private activity bond," as defined in Code section 141(a), any obligation which would be an "industrial development bond" or a "private loan bond" as defined in sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to section 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation.

Section 13. **Continuing Disclosure.** The Township shall be responsible for providing all information required by this section, although the Paying Agent may agree with the Township to disseminate such information. The Paying Agent's sole obligation, if it so agrees, with regard to continuing disclosure is to disseminate information provided

to it by the Township. The Paying Agent is not obligated to independently obtain or disseminate any such information.

The Township shall disseminate in a timely manner, in accordance with the continuing disclosure obligations set forth in the provisions of Rule 15c2-12(b)(5) (the "Rule") promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, electronically through the EMMA system for electronic filing operated by the Municipal Securities Rulemaking Board, the information set forth in the Continuing Disclosure Agreement, if and as required.

Section 14. Incidental Action. The proper officers of the Township are hereby authorized, directed and empowered on behalf of the Township to execute any and all agreements, papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Ordinance, including filing the necessary proceedings, if applicable, with the Pennsylvania Department of Community and Economic Development to qualify a portion of the debt represented by the Note as self-liquidating under the Debt Act.

Section 15. Payment of Issuance Costs. The proper officers of the Township are hereby authorized and directed to pay the costs of issuing the Note at the time of delivery of the Note to the Purchaser.

Section 16. Inconsistent Ordinances. All Ordinances or parts of Ordinances inconsistent herewith be and the same hereby are rescinded, cancelled and annulled.

Section 17. Effective Date. This Ordinance shall take effect on the earliest date permitted by the Act.

DULY ORDAINED AND ENACTED this 5th day of October, 2026.

TOWNSHIP OF WEST PIKELAND

[SEAL]

By: [redacted]
Thomas J. McLewee, Jr., Chair

By: _____
Noreen Vigilante, Vice Chair

By: _____
Steven F. Costa

By: _____
Harold M. Hallman, III

By: _____
Bryan Maher

Attest:

[redacted]
Secretary

TOWNSHIP OF WEST PIKELAND
COUNTY OF CHESTER, PENNSYLVANIA

CERTIFICATE OF SECRETARY

The undersigned, Secretary of the Township of West Pikeland HEREBY CERTIFIES that:

1. The foregoing Ordinance authorizing the issuance and sale of a General Obligation Note of the Township of West Pikeland was duly moved and seconded and enacted by a majority vote of all the members of the Board of Supervisors of said Township at a duly called and convened public meeting of said Board held on October 5, 2026; that public notice of said meeting was given as required by law; and that the roll of the Board was called and such members voted or were absent as follows:

Name	Vote
Thomas J. McLewee, Jr., Chair	YES
Noreen Vigilante, Vice Chair	YES
Steven F. Costa	NO
Harold M. Hallman, III	NO
Bryan Maher	YES

2. Said Ordinance has not been altered, amended, modified, or suspended and is still in full force and effect as of the date of the delivery of this Certificate.

WITNESS my hand and seal of the Township of West Pikeland as of October 5, 2026.

[redacted]
Jennifer Wachsmuth, Secretary

SEAL

EXHIBIT "A"

SPECIMEN

UNITED STATES OF AMERICA
WEST PIKELAND TOWNSHIP

GENERAL OBLIGATION NOTE

Series of 2026

$3,000,000

Chester Springs, Pennsylvania
_____ __, 2026

FOR VALUE RECEIVED, WEST PIKELAND TOWNSHIP (the "Township"), a municipality existing under the laws of the Commonwealth of Pennsylvania, hereby promises to pay to Mid Penn Bank (the "Bank"), or registered assigns, the principal sum of THREE MILLION DOLLARS ($3,000,000), together with interest thereon at the rate hereinafter provided, or such amount as has been disbursed to the Township by the Bank, in such coin or currency of the United States of America which, at the respective times of payment, is legal tender for payment of public and private debts.

This Note is issued in accordance with the provisions of the Pennsylvania Local Government Unit Debt Act, as amended, 53 Pa.C.S. Chs. 80-82 (the "Act") and by virtue of an Ordinance of the Board of Supervisors of the Township duly enacted October 5, 2026 (the "Ordinance"). The Ordinance shall constitute a contract between the Township and the Bank or the registered owner, from time to time, of this Note.

The proceedings pursuant to which the Township has been authorized to issue this Note and incur the indebtedness evidenced thereby have been duly authorized and approved by the Pennsylvania Department of Community and Economic Development, a copy of such approval being delivered to the Bank contemporaneously herewith. Such approval is in full force and effect, and the Township has not received notice (constructive or actual) of the commencement or threatened commencement of any proceedings to revoke or rescind such approval, or any proceedings by any party to challenge the authority of the Township to execute and deliver this Note or to incur the indebtedness evidenced by this Note.

1. Interest Rate.

a. Interest shall accrue on this Note at a rate of 4.70% per annum through December 15, 2031.

b. Thereafter, and for the balance of the Note term, the interest rate shall be adjusted to a rate calculated at 75% of Wall Street Prime, provided, however, that in no case shall the interest rate exceed 5.25%.

c. Interest will be calculated based on a 360-day year comprised of twelve 30-day months.

2. Payments. The Township shall make payments of principal and interest on this Note, as billed by the Bank, as follows:

a. The Township shall pay annual payments of principal, without any form of setoff or deduction, in the amounts and on the dates shown on the attached schedule and shall pay the remaining principal balance of this Note on December 15, 2046 (the "Maturity Date").

b. The Township shall promptly pay semi-annual payments of interest, without any form of setoff or deduction, on each May 15 and December 15 during the term of this Note, commencing May 15, 2027 until the Maturity Date, at the Rate.

3. Prepayment Penalties. The principal amount of and interest due on the Note shall be subject to prepayment prior to maturity, at the option of the Township, as a whole or, from time to time, in part, on any date, upon payment of the principal amount to be redeemed together with accrued interest thereon to the date fixed for prepayment and without any premium or penalty. Any partial prepayment of principal may be credited against such stated installments of principal on the Note as the Township may designate in writing to the Bank at the time of prepayment; otherwise a partial prepayment shall be applied against the principal installments last, by date, due and payable.

4. Security. The Township has covenanted, in the Ordinance, to and with the registered owner, from time to time, of this Note, that the Township: (i) shall include the amount of the debt service for this Note, for each fiscal year of the Township in which such sums are payable, in its budget for that fiscal year and (ii) shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal of this Note and the interest hereon at the dates and place and in the manner stated herein, according to the true intent and meaning hereof; and, for such budgeting, appropriation and payment, the Township has pledged and does pledge, irrevocably, its full faith, credit and taxing power. The Act provides that the foregoing covenant of the Township shall be enforceable specifically.

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

6. Loan Documents. Reference is hereby made to this Note, the Ordinance and the accepted Proposal (which are collectively hereinafter referred to as the "Bank Loan Documents") for a statement of the covenants, conditions, security, events of default and remedies applicable to the Township's obligations hereunder.

7. Severability. In the event that for any reason one or more of the provisions of this Note or its or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. Successors and Assigns. This Note inures to the benefit of the Bank, binds the Township, and benefits and binds the respective successors and assigns of the Township and the Bank; the words "Bank" and "Township", whenever occurring herein, shall be deemed and construed to include such respective successors and assigns.

9. Assignment and Transfer. This Note is transferable in whole by the registered owner hereof or the registered owner's attorney duly authorized in writing at the principal office of the Township, which shall act as registrar and transfer agent of this Note, upon surrender of this Note accompanied by a duly executed instrument of transfer, in form and with guarantee of signature satisfactory to the Township, and upon payment of the governmental charges or taxes thereof and any fees and expenses of the Township. Upon any such transfer a new fully registered Note of the same maturity as this Note and in the then outstanding principal balance of the indebtedness evidenced hereby, and bearing the same rate of interest, will be issued to the transferee.

10. No Personal Liability of Township Officials. No covenant or agreement contained in this Note shall be deemed to be the covenant or agreement of any member, official, officer, agent or employee of the Township in his or her individual capacity, and neither the member of the Township nor any official executing this Note shall be liable personally on this Note or be subject to any personal liability or accountability by reason of the issuance hereof.

11. Notices. All notices required or desired to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when presented personally to such party or sent by certified or registered mail, to such party at its address set forth below.

Township: West Pikeland Township
1645 Art School Road
Chester Springs, Pennsylvania 19425
Attention: Township Manager

Bank: Mid Penn Bank
Lancaster Administrative Center
1825 Oregon Pike
Lancaster, Pennsylvania 17601
Attention: Michael Guyer

Such notice shall be deemed to be given when received if delivered personally or two days after the date mailed if sent by certified or registered mail. Any notice of any change in such address shall also be given in the manner set forth above. Whenever the giving of notice is required, the giving of such notice may be waived in writing by the party entitled to receive such notice.

12. Incorporation by Reference. All of the terms and provisions of the Bank Loan Documents are hereby incorporated herein by reference.

13. Governing Law. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Township has caused this Note to be executed in its name and on its behalf by its Chair and its corporate seal to be affixed hereto, duly attested by its Secretary, all as of the day and year first above written.

Attest:

WEST PIKELAND TOWNSHIP

SPECIMEN ONLY NOT FOR EXECUTION

_____
Secretary

By: _____
Thomas J. McLewee, Jr., Chair

(Corporate Seal)

ASSIGNMENT AND TRANSFER

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ _____ attorney to transfer said Note on the books of the within named Township, with full power of substitution in the premises.

Dated:

_____

NOTICE: The signature on this assignment must correspond with the name as it appears upon the face of the within Note in every particular without alteration or enlargement or any change whatever.

REGISTRATION RECORD

NOTHING TO BE WRITTEN HERE EXCEPT BY A DULY AUTHORIZED REPRESENTATIVE OF _____, THE PAYING AGENT, ACTING AS REGISTRAR, IN BEHALF OF THE WITHIN NAMED ISSUER.

Date of Registry	Name of Registered Owner	Registrar (Authorized Representative)

ASSIGNMENT

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

_____ (the "Transferee")
Name

_____
Address

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

Date: _____

_____
NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Note in every particular, without alteration or 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 Identification Number and date of the trust and the name of the trustee must be supplied.

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guaranteed program.

NOT TO EXCEED DEBT SERVICE SCHEDULE

(Attached)