

**TOWNSHIP OF AMITY
BERKS COUNTY, PENNSYLVANIA
Ordinance No. 342**

AN ORDINANCE

OF THE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF AMITY, BERKS COUNTY, PENNSYLVANIA (THE "TOWNSHIP"), AUTHORIZING AND DIRECTING THE INCURRENCE OF LEASE RENTAL DEBT IN THE MAXIMUM PRINCIPAL AMOUNT OF FIVE MILLION DOLLARS (5,000,000.00) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, AS CODIFIED BY THE ACT OF DECEMBER 19, 1996 (P.L. 1158, NO.177) AS AMENDED (THE "DEBT ACT"), DETERMINING THAT SUCH DEBT SHALL BE INCURRED UNDER THE DEBT ACT AS LEASE RENTAL DEBT TO BE EVIDENCED BY A CERTAIN GUARANTY AGREEMENT OF THE TOWNSHIP SECURING THE GUARANTEED TAX INCREMENT REVENUE NOTE (AMITY TOWNSHIP TIF PROJECT) SERIES OF 2024 (THE "NOTE"), TO BE ISSUED BY THE BERKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (THE "AUTHORITY") TO FINANCE A PROJECT OF THE AUTHORITY CONSISTING OF (1) THE PLANNING, DESIGN, ENGINEERING, CONSTRUCTION AND IMPROVEMENTS RELATING TO CERTAIN LIMEKILN ROAD AND AMITY PARK ROAD IMPROVEMENTS CONSISTING OF A WATERLINE EXTENSION AND A SANITARY SEWER EXTENSION AND RELATED COSTS; AND (2) THE PAYMENT OF THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE NOTE; BRIEFLY DESCRIBING THE PROJECT FOR WHICH SUCH DEBT IS TO BE INCURRED; AUTHORIZING AND DIRECTING THE APPROPRIATE OFFICERS OF THE TOWNSHIP (A) TO PREPARE, TO CERTIFY, AND TO FILE THE DEBT STATEMENT AND BORROWING BASE CERTIFICATE REQUIRED BY SECTION 8110 OF THE DEBT ACT; (B) TO THE EXTENT FEASIBLE, TO CAUSE TO BE PREPARED AND FILED, STATEMENTS REQUIRED BY SECTION 8026 OF THE DEBT ACT WHICH ARE NECESSARY TO QUALIFY ALL OF SUCH LEASE RENTAL DEBT FOR EXCLUSION FROM THE APPROPRIATE DEBT LIMITS OF THE TOWNSHIP AS SELF-LIQUIDATING DEBT; AND (C) TO EXECUTE, TO ATTEST, TO SEAL, AND TO DELIVER, AS APPROPRIATE, A GUARANTY AGREEMENT AND A REIMBURSEMENT AGREEMENT; APPROVING THE FORM OF THE GUARANTY AGREEMENT AND THE REIMBURSEMENT AGREEMENT; SPECIFYING THE AMOUNT OF THE GUARANTY OBLIGATION OF THE TOWNSHIP PURSUANT TO SUCH GUARANTY AGREEMENT AND THE SOURCES OF PAYMENT OF SUCH GUARANTY OBLIGATIONS; AUTHORIZING THE APPROPRIATE OFFICERS OF THE TOWNSHIP TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE RELATED ACTION IN CONNECTION WITH SUCH PROJECT AND THE EXECUTION AND DELIVERY OF THE GUARANTY AGREEMENT AND THE REIMBURSEMENT AGREEMENT; PROVIDING FOR THE EFFECTIVENESS OF THIS ORDINANCE; PROVIDING FOR THE SEVERABILITY OF PROVISIONS OF THIS ORDINANCE; AND PROVIDING FOR THE REPEAL OF ALL INCONSISTENT ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS.

WHEREAS, the Township of Amity (the "Township") is a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth") and is a local government unit under provisions of the Act of the General Assembly of the Commonwealth, known as the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No.177), as amended from time to time (the "Debt Act"); and

WHEREAS, the Berks County Industrial Development Authority (the "Authority") is a body politic and corporate organized and existing under the Pennsylvania Industrial Development Authority Act, Act of May 17, (1956) 1955, P.L. 1609, No. 537, as amended and supplemented from time to time, of the Commonwealth (the "Act"); and

WHEREAS, the Authority intends to authorize and issue its Guaranteed Tax Increment Revenue Note (Amity Township TIF Project) Series of 2024, in the maximum principal amount of Five Million Dollars (\$5,000,000.00) (the "Note"), under and pursuant to the provisions of a certain resolution of the Authority; and

WHEREAS, the proceeds to be derived from the issuance and sale of the Note will be applied, together with other funds available or to be available to the Authority, for and towards a project (the "Project") which consists of the following: (i) the planning, design, engineering, construction and improvements relating to certain Limekiln Road and Amity Park Road improvements consisting of a waterline extension and a wastewater line extension and related costs; and (ii) the payment of the costs and expenses associated with the issuance of the Note; and

WHEREAS, the Board of Supervisors (the "Supervisors") of the Township has determined that the Project is in the best interests of the Township and its residents and desires to approve the Project and to request the Authority to undertake the Project; and

WHEREAS, the Township, as an inducement to the Authority to undertake the Project and to authorize and to issue the Note, and as an inducement to any and all owners of the Note to

purchase the Note, and to thereby achieve interest cost and other savings to the Authority and the residents and taxpayers of the Township, desires to enter into (i) a certain Guaranty Agreement (the "Guaranty Agreement") with the Authority and the fiscal agent appointed by the owner of the Note as paying agent/sinking fund depository for the Note (the "Paying Agent"), and (ii) a Reimbursement Agreement (the "Reimbursement Agreement") with the Authority, all as permitted by and in accordance with the terms and conditions of the Debt Act.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Board of the Township, as follows:

1. The Township hereby authorizes and approves the Project. The Township authorizes and approves the issuance of the Note by the Authority and determines to incur lease rental debt in the maximum principal amount of Five Million Dollars (\$5,000,000.00) by the execution and delivery of the Guaranty Agreement.

2. (a) The lease rental debt authorized to be incurred hereby is for the purpose of financing the Project. In connection with the Project, the Township finds and determines that the Project is for the purpose of financing certain capital projects of the Township represented by the Project.

(b) The Township hereby finds and determines the realistic estimated useful lives of the capital projects to be financed from the proceeds of the Note are at least twenty (20) years.

3. The maximum principal amount of the Note, payment of which is assured by the Guaranty Agreement, is \$5,000,000.00.

4. The debt to be evidenced by the Guaranty Agreement shall be lease rental debt of the Township.

5. The Chairman or Vice Chairman of the Board and the Secretary of the Township are hereby authorized and directed to prepare, to certify, to acknowledge, and to file the debt statement and the borrowing base certificate, as appropriate, required by Section 8110 of the Debt Act and to take any and all other action necessary at the time or from time to time in connection

with carrying out the intent of this Ordinance or necessary to comply with the Debt Act.

6. The Chairman or Vice Chairman of the Board and the Secretary of the Township are hereby authorized and directed to execute, attest, seal, and deliver the Guaranty Agreement and the Reimbursement Agreement, respectively, in substantially the form as the forms set forth at Exhibit "A" and Exhibit "B" hereto with such insertions, deletions, and amendments as the officers of the Township executing said documents and the Solicitor to the Township shall deem necessary. The execution, attestation, and delivery of the Guaranty Agreement and the Reimbursement Agreement by appropriate officers of the Township shall constitute conclusive evidence of such approval.

7. In the event that the Township is obligated to make payments under the Guaranty Agreement, the maximum amounts required to be paid thereunder, if any, from the general revenues of this Township, are as set forth on Exhibit "C" hereto. Exhibit "C" is incorporated herein by reference with the same force and effect as if fully set forth in the text hereof. If at any time the Township is required to make any payment under the Guaranty Agreement, appropriate officers of the Township are hereby authorized and directed to do so.

8. The Township covenants to and with the owners, from time to time, of the Note that the Township (a) shall include the amounts payable in respect of the Guaranty Agreement for each fiscal year in which such sums are payable in its budget for that year, (b) shall appropriate such amounts from its general revenues for the payment of such payment, and (c) shall duly and punctually pay or cause to be paid from any of its revenues or funds the amount payable in respect of the Guaranty Agreement, at the dates and place and in the manner stated in such Guaranty Agreement, and according to the true intent and meaning thereof. The Township pledges its full faith, credit, and taxing power for such budgeting, appropriation, and payment in respect to the Guaranty Agreement. This covenant shall be specifically enforceable in accordance with the Debt Act.

9. The Chairman or Vice Chairman of the Board and the Secretary of the Township are authorized and directed, if necessary or desirable, to cause to be prepared and filed with the Department of Community and Economic Development of the Commonwealth of Pennsylvania, appropriate statements required by Section 8026 of the Debt Act which are necessary to qualify the

lease rental debt of the Township, which is subject to exclusion as self-liquidating debt pursuant to the Debt Act, for exclusion from the appropriate debt limits as self-liquidating debt.

10. The appropriate officers of the Township are hereby authorized and directed to execute, attest, and deliver any and all necessary or appropriate documents, instruments, and certificates and to do any and all necessary or appropriate things in connection with the transactions hereby contemplated.

11. All ordinances and resolutions or parts thereof, insofar as that same are inconsistent herewith, are repealed hereby.

12. This Ordinance shall become effective in accordance with the provisions of the Debt Act.

13. 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 Township that the remainder of the Ordinance shall remain in full force and effect.

DULY ENACTED AND ORDAINED, this 16th day of October, 2024, by the Board of Supervisors of Amity Township, Berks County, Pennsylvania, in lawful session duly assembled.

AMITY TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

BY: 
CHAIRPERSON, BOARD OF SUPERVISORS

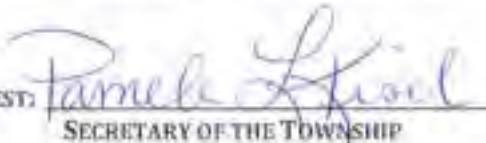
ATTEST:  (SEAL)
SECRETARY OF THE TOWNSHIP

EXHIBIT "A"

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated this ___ day of December, 2024, but effective as of the date of execution and delivery hereof, by and among the TOWNSHIP OF AMITY, Berks County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, as guarantor (the "Township") BERKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate and politic existing under the Pennsylvania Economic Development Finance Law, as amended and supplemented, of the Commonwealth of Pennsylvania (the "Authority"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a banking corporation organized and existing under the laws of the United States of America with an office located in Wilkes-Barre, Pennsylvania, its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, the Authority intends to authorize and to issue its Tax Increment Financing Guaranteed Revenue Note, (Amity Township TIF Project) Series of 2024, in the maximum principal amount of Five Million Dollars (\$5,000,000.00) (the "Note"); and

WHEREAS, the Note shall be issued under and pursuant to the provisions of a Resolution of the Authority, dated October 21, 2024 (the "Resolution"), and in accordance with the terms and conditions of that certain Loan and Security Agreement, dated December ___, 2024, by and among the Authority, American Land Development Corporation (the "Developer"), and the Bank (the "Loan Agreement"); and

WHEREAS, the proceeds to be derived from the issuance and sale of the Note will be applied, together with other funds available or to be available to the Authority for and towards the following project (the "Project") consisting of (1) the planning, design, engineering, construction and improvements relating to certain Limekiln Road and Amity Park Road improvements consisting of a waterline extension and a wastewater line extension and related costs; and (2) the payment of the costs associated with the issuance of the Note; and

WHEREAS, the Board of Supervisors of the Township (the "Board") has determined, among other things, that the undertaking of the Project is in the best interests of the Township and its residents; and

WHEREAS, the Township, as an inducement to the Authority to undertake the Project and to authorize and issue the Note, and as an inducement to the initial and all future owners of the Note to purchase the Note and to thereby achieve interest costs and other savings to the Authority and the residents and taxpayers of the Township and other users of the Authority's sewer facilities in the Township, desires to enter into this Guaranty Agreement with respect to the Note, as permitted by and in accordance with the terms and conditions of the Debt Act (hereinafter defined); and

WHEREAS, the parties hereto desire to set forth the terms and conditions under and pursuant to which the Note shall be guaranteed by the Township and related matters.

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Terms and Phrases. In addition to the terms and phrases which may be elsewhere defined in this Guaranty Agreement, terms and phrases defined in this Section 1.01, for all purposes of this Guaranty Agreement, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires:

“Act” means the Pennsylvania Economic Development Financing Law (Act No. 102, approved August 23, 1967, P.L.251, as amended, including the amendments effected by Act No. 48, approved July 10, 1987, P.L. 273 and Act No74, approved December 17, 1993, P.L. 490). The Act is codified at 73 P.S. §371 et seq.

“Board” shall mean, at any given time, the governing body of the Authority.

“Commonwealth” shall mean the Commonwealth of Pennsylvania.

“Debt Act” shall mean, the Act of the General Assembly of the Commonwealth, known as the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), as amended and supplemented from time to time.

“Debt Service” shall mean, with respect to any Fiscal Year, the sum of the following: (a) amounts required to pay interest on, premium, if any, and principal of the Note (which is not to be paid from amounts on deposit in any sinking fund or account) during each Fiscal Year; (b) amounts required to be deposited in such Fiscal Year to the credit of any sinking fund established for the Note.

“Debt Service Payment Date” shall mean the 15th day of each June and December through December 15, 2034, the maturity date for the Note, beginning June 15, 2025.

“Fiscal Year” shall mean the fiscal year of the Township as provided by laws of the Commonwealth.

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

“Note” shall mean the Authority’s Guaranteed Tax Increment Revenue Note (“Amity Township TIF Project”), Series of 2024, in the aggregate principal amount of Five Million Dollars (\$5,000,000.00).

“Reimbursement Agreement” shall mean the Reimbursement Agreement dated as of the date hereof between the Township and the Authority and all modifications, amendments, extensions, and substitutions therefor.

“Supervisors” shall mean the Board of Supervisors of the Township, the governing body of the Township.

“Tax Increment Revenues” shall mean all revenues of the Authority derived from Tax Increment Revenues generated in accordance with the terms of that certain Cooperation Agreement, dated as of December 12, 2023, by and among the Authority, the Daniel Boone Area School District, the Township and the County of Berks.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE TOWNSHIP

Section 2.01 Representations and Warranties. The Township represents and warrants that:

- A. The Township is a political subdivision of the Commonwealth;
- B. The Township possesses all requisite power and authority under laws of the Commonwealth to enter into and to perform all the covenants and agreements set forth in this Guaranty Agreement.
- C. The Township has duly authorized all necessary action on its part to enter into this Guaranty Agreement, pursuant to proper and necessary official action of its Supervisors in accordance with laws of the Commonwealth;
- D. The Township, in entering into this Guaranty Agreement, is acting in the public interest by assisting in providing modern, quality sewer facilities at the lowest possible cost to the users of such facilities and the citizens and taxpayers of the Township, and by assisting in the preservation and protection of the general health and welfare of inhabitants of the Township and of the Commonwealth; and
- E. The Township, in entering into this Guaranty Agreement, is incurring lease rental debt pursuant to the terms and conditions of the Debt Act; and the Township has taken all proper proceedings pursuant to the Debt Act and has obtained all approvals required to be obtained in connection with the execution and delivery of this Guaranty Agreement.

ARTICLE III COVENANTS AND AGREEMENTS OF THE AUTHORITY AND THE TOWNSHIP

Section 3.01 Full and Prompt Payment. The Township hereby guarantees, unconditionally and irrevocably, to the registered owners, from time to time, of the Note, the full and prompt payment of the Debt Service when and as such shall be due and payable, in accordance with the terms and conditions of this Guaranty Agreement. Nothing contained in this Guaranty Agreement shall in any way be construed to imply that the Township shall be or become liable or responsible for any other debt or obligation of the Authority.

Section 3.02 Costs, Fees, Expenses, and Charges. Except as may be expressly provided herein or elsewhere, the Township shall not be responsible or liable to the Authority or the Bank for the payment of any other costs, fees, expenses, or charges arising in connection with the issuance and

sale of the Note, or the enforcement of any rights of the Authority against any other person.

Section 3.03 Manner of Payment. All payments required to be made by the Township under this Guaranty Agreement shall be made in lawful money of the United States of America at the principal office of the Bank and at the times specified in the Note for the payment of Debt Service on the Note.

Section 3.04 Separate Causes of Action. Each and every default in payment of Debt Service shall give rise to a separate cause of action under this Guaranty Agreement; and separate suits may be instituted pursuant to this Guaranty Agreement, from time to time, as each cause of action shall arise.

Section 3.05 Amounts to be Included in Budget. The Township covenants to and with the Bank, the Authority, and the registered owners, from time to time, of the Note that the Township shall (a) include in its budget for each Fiscal Year in which Debt Service is payable on the Note, an amount equal to the Debt Service on the Note for such Fiscal Year (which Debt Service has been guaranteed by the Township and is payable pursuant to this Guaranty Agreement), and (b) appropriate such amounts from its general revenues for payment to the Bank of its obligations hereunder, and (c) duly and punctually shall pay or shall cause to be paid from its sinking fund or any of its revenues or funds to the Bank such amounts, at the times and in the manner provided for herein, at the principal office of the Bank or such other place as is designated by any owner of the Note, according to the true intent and meaning hereof. For such budgeting, appropriation, and payment, the Township pledges its full faith, credit, and taxing power. As provided in the Debt Act, this covenant shall be enforceable specifically against the Township.

At any time when payments are required to be made by the Township hereunder, to the extent that sufficient money shall not be available in the Township's then current budget, and if the Township shall be unable to incur, lawfully, debt in the current Fiscal Year for the purpose of paying such Debt Service or to issue tax anticipation notes or otherwise to satisfy its obligations hereunder, the Township shall include any amounts so payable in its budget for the next succeeding Fiscal Year and shall appropriate such amounts to the payment of such Note and duly and punctually shall pay or shall cause to be paid the obligations incurred hereunder in the manner herein stated according to the true intent and meaning hereof, and for such budgeting, appropriation, and payment, the Township does pledge its full faith, credit, and taxing power. As provided in the Debt Act, this covenant shall be enforceable specifically against the Township.

Section 3.06 Reserved.

Section 3.07 Reserved.

Section 3.08 Obligations of Township Absolute and Unconditional. The obligations of the Township under this Guaranty Agreement shall be absolute, irrevocable, and unconditional, irrespective of any other agreement or instrument to which the Township shall be a party, and shall remain in full force and effect until all Debt Service during each Fiscal Year in which the Note remains outstanding shall have been paid or shall have been provided for, and such obligations of the Township shall not be affected, modified, diminished, or impaired upon the happening, from time to time, of any event, including, without limitation, any of the following (whether or not with notice to or the consent of the Township in accordance with the provisions hereof) unless such notice or

consent is required hereunder:

A. The failure of the Authority otherwise to perform any obligation contained in this Guaranty Agreement or in any other agreement, for any reason whatsoever, including, without limiting the generality of the foregoing, the occurrence of an insufficiency of funds, negligence, or willful misconduct on the part of the Authority or its agents, employees, or independent contractors, legal action of any nature which shall prohibit the operations of the Authority, labor disputes, war, insurrection, natural catastrophe, or laws, rules, or regulations of any body, governmental or otherwise, having proper jurisdiction;

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

C. The failure of the Authority to give notice to the Township of the occurrence of a default under the terms and provisions of this Guaranty Agreement, the Resolution, the Loan Agreement, or the Reimbursement Agreement;

D. The validity, enforceability, or termination of the Reimbursement Agreement, the Loan Agreement, or the Resolution;

E. The failure of the Authority to make any payment to the Township under the Reimbursement Agreement;

F. The neglect or failure of the Authority to exercise or to preserve any right or rights of action against any party, person, or property;

G. The failure of the Authority to have enforced any right or right of action against any party, person, or property;

H. The compromise, settlement, release, alteration, indulgence, or any other change or modification of any obligation or liability of the Authority under the Reimbursement Agreement, the Loan Agreement, or the Resolution, regardless of the nature of such obligation or liability and regardless of the extent to which such obligation or liability shall have been modified, compromised, or otherwise changed;

I. The waiver of the payment, performance, or observance by the Authority or the Township of any obligations, covenants, or agreements contained in the Reimbursement Agreement, the Loan Agreement, or this Guaranty Agreement;

J. The extension of the time for payment of the Debt Service on the Note or any part thereof owing or payable under this Guaranty Agreement or of the time for performance of any other obligations, covenants, or agreements under or arising out of the Reimbursement Agreement, the Loan Agreement, or this Guaranty Agreement;

K. The waiver by the Township, or the modification or amendment (whether material or otherwise) of any obligation, covenant, or agreement of the Authority set forth in the Reimbursement Agreement;

L. The taking of, or the omission to take, any action referred to in the Reimbursement Agreement, the Resolution, the Loan Agreement, or this Guaranty Agreement;

M. Any failure, omission, or delay on the part of the Authority to enforce, to assert, or to exercise any right, power, or remedy conferred upon or vested in the Authority hereunder or under the Resolution, the Loan Agreement, or the Reimbursement Agreement, or to enforce, to assert, or to exercise any other right or rights on the part of the Authority or any owner, at any time or from time to time, of the Note;

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

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

P. The default or failure of the Township fully to perform any of its obligations set forth in this Guaranty Agreement;

Q. Any failure by the Authority to comply with any of the covenants, agreements, or undertakings set forth herein or any breach by the Authority of any representation or warranty set forth herein or in the Resolution or the Loan Agreement; or

R. The voluntary or involuntary repossession or surrender of the Project (as such phrase is defined in the Resolution).

Section 3.09 Obligations of Township Not Affected by Bankruptcy, etc. The obligations of the Township hereunder shall not be affected by any bankruptcy, arrangement or creditors, reorganization, or other similar proceedings of the Authority or the Township; and, to the extent applicable, the Township specifically waives any right or benefit which could accrue to it by reason of any such proceeding and agrees that the same shall not affect the liability of the Township hereunder, regardless of the effect that such proceedings may have with respect to the obligations of the Authority.

Section 3.10 Obligations of Township Not Subject to Setoff, Counterclaim, etc. The obligations of the Township hereunder shall not be subject to any setoff, counterclaim, or defense resulting from any breach or any alleged breach by the Authority of any obligation to the Township, whether said obligation arises under this Guaranty Agreement, the Reimbursement Agreement, or from any other transaction between the Authority and the Township, regardless of the nature of such transaction, or otherwise.

Section 3.11 Bank Authorized to Proceed. In the event of a default in payment of Debt Service on the Note when and as the same shall become due and payable, whether at the stated maturity thereof or by acceleration, the Bank may proceed hereunder directly against the Township

without proceeding against or exhausting any other remedies which it may have against the Authority or its assets.

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

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

Section 3.12 Waiver of Notice of Reliance. The Township expressly waives notice, in writing or otherwise, from the registered owners, at any time or from time to time, of the Note of their acceptance and reliance upon this Guaranty Agreement.

Section 3.13 Enforcement by Third Parties. This Guaranty Agreement is entered into by the Township for the benefit of any registered owners, from time to time, of the Note, all of whom shall be entitled to enforce performance and observance hereof by the Township to the same extent as if they were parties signatory hereto.

Section 3.14 Separate or Cumulative Enforcement. Terms of this Guaranty Agreement may be enforced as to any one or more breaches, either separately or cumulatively.

Section 3.15 Payment by Township.

A. So long as any of the Note shall be issued and outstanding and the Guaranty Agreement shall be in full force and effect, in the event that, on any April 15 and October 15, if the Bank determines that there are not then present sufficient funds on deposit in the _____ Fund (as such term is defined in the Loan Agreement) to pay the Debt Service on the Note on the next succeeding date upon which Debt Service is due, the Bank shall immediately give written notice of such deficiency to the Authority and the Township, which notice shall specify the amount of the deficiency in such Fund, shall specify the balances in each Fund and account under the Loan Agreement, and shall instruct the Authority to make deposit with the Bank of the specified amounts no later than the next June 10 or December 10, respectively, so that the Bank shall be able to make payments of Debt Service on the Note, as scheduled on the next date upon which Debt Service is due.

B. If on any June 10 or December 10, the Bank shall determine that there shall not be sufficient funds in the _____ Fund to pay the Debt Service on the Note on the next succeeding June 15 or December 15, as the case may be, upon immediate written notice thereof by the Bank, the Township under the provisions of this Guaranty Agreement shall promptly pay to the Bank an amount which, together with other monies available to the Bank in the _____ Fund, will be sufficient to make such Debt Service payment on the Note on the next date upon which such Debt Service is due.

C. To the extent that it makes any payments of Debt Service on the Note, the Township

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound, pursuant to proper authorization or their respective governing bodies, each causes this Guaranty Agreement to be executed by its respective duly authorized officer or officers and to be attested by its respective duly authorized officer and its respective official or corporate seal to be affixed to this Guaranty Agreement, all as of the day and year first above written.

**TOWNSHIP OF AMITY
BERKS COUNTY, PENNSYLVANIA**

BY: _____
CHAIRPERSON, BOARD OF SUPERVISORS

ATTEST: _____
SECRETARY OF THE TOWNSHIP (SEAL)

**BERKS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

BY: _____
CHAIRMAN

ATTEST: _____
(ASSISTANT) SECRETARY (SEAL)

MANUFACTURERS AND TRADERS TRUST COMPANY

BY: _____
AUTHORIZED OFFICER (SEAL)

DATE OF EXECUTION AND DELIVERY: DECEMBER __, 2024

EXHIBIT "B"

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, dated as of the ___th day of December, 2024, but effective as of the date of execution and delivery hereof, by and among the TOWNSHIP OF AMITY, Berks County, Pennsylvania (the "Township"), being a political subdivision of the Commonwealth of Pennsylvania and the BERKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Authority"), a body corporate and politic organized and existing under the Pennsylvania Economic Development Law, as amended and supplemented, of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the capitalized terms used herein which are not defined herein shall have the meaning given them in the Note Resolution (hereinafter defined), or the Guaranty Agreement (hereinafter defined); and

WHEREAS, the Authority intends to authorize and issue to Manufacturers and Traders Trust Company ("M&T") its Guaranteed Tax Increment Revenue Note ("Amity Township TIF Project"), Series of 2024, in the maximum principal amount of Five Million Dollars (\$5,000,000.00) (the "Note"), in accordance with the terms of that certain Loan and Trust Agreement, dated December ___, 2024 (the "Loan Agreement") by and among M&T, American Land Development Corporation (the "Developer"), and the Authority, and under and pursuant to the terms of the Resolution of the Authority, dated October 21, 2024, authorizing the issuance of the Note (the "Note Resolution"); and

WHEREAS, the proceeds derived from the issuance and sale of the Note, will be applied, together with other funds available or to be available to the Authority, for and toward the payment of the following: (1) the planning, design, engineering, construction and improvements relating to certain Limekiln Road and Amity Park Road improvements consisting of a waterline extension and a wastewater line extension and related costs; and (2) the payment of the costs of associated with the issuance of the Note; and

WHEREAS, the Township as an inducement to the Authority to authorize and issue the Note, and as an inducement to any and all registered owners of the Note to purchase such Note and to further enhance and ensure the marketability of the Note and thereby achieve interest costs and other savings to the Authority and to the users of the Authority's facilities, desires to execute and deliver its Guaranty Agreement (the "Note Guaranty") with respect to the payment of Debt Service on the Note, all as permitted by and in accordance with the terms and conditions of the Local Government Unit Debt Act (the "Debt Act") of the Commonwealth of Pennsylvania (the "Commonwealth") and to enter into this Reimbursement Agreement in connection therewith; and

WHEREAS, the Board of Supervisors (the "Board") of the Township is acting in the public interest by assisting in providing modern, high quality sewer facilities at the lowest possible cost to the users of such facilities and the citizens and taxpayers of the Township, and by assisting in preserving and protecting the general health and welfare of the inhabitants of the Township and of the Commonwealth;

NOW, THEREFORE, intending to be legally bound hereby, the Township and the Authority hereby agree as follows:

1. Execution and Delivery of Guaranty Agreement. Subject to the terms and conditions hereinafter set forth, the Township hereby agrees to execute, attest, seal and deliver the Note Guaranty to the Authority and M&T, on or before the date of issuance and delivery of the Note by the Authority. The Guaranty Agreement, substantially in the form approved by the Board of the Township, is incorporated herein by reference.

2. Reimbursement and Other Payments.

(a) The Authority covenants and agrees that it shall pay to the Township, on demand; (i) an amount equal to any amount at any time paid by the Township under the Guaranty Agreement, plus an additional amount equal to any and all reasonable charges and expenses which the Township pays or incurs in connection with making payments under the Guaranty Agreement or enforcing reimbursement hereunder;

(b) All payments at any time made by the Authority to the Township hereunder shall be made in lawful currency of the United States of America in immediately available funds in such manner and at such place as the Township may direct.

3. Conditions Precedent. As conditions precedent to the obligation of the Township to execute and deliver the Guaranty Agreement, the Township shall have received the following in form and substance satisfactory to it:

(a) A copy of the Note Resolution and the Loan Agreement of the Authority authorizing, among other things, the issuance of the Note;

(b) A certificate of duly authorized officers of the Authority stating that (i) the representations and warranties of the Authority set forth in this Agreement and in the Guaranty Agreement are true, correct and complete as of the date of issuance of the Note; and (ii) no event of default under this Agreement, the Loan Agreement or the Note Resolution has occurred and is continuing, or would result from the issuance and sale of the Note, and no event has occurred and is continuing which, with the giving of notice or lapse of time or both, would constitute an event of default under this Agreement, the Loan Agreement or the Note Resolution;

(c) An opinion of Kozloff Stoudt, Counsel to the Authority, as to: (i) the due existence of the Authority; (ii) the power of the Authority to enter into and perform its obligations under this Agreement, the Note, and all other agreements, documents, instruments or collateral security documents executed and delivered by or on behalf of the Authority at the closing of the sale of the Note, and (iii) the due validity, binding effect and enforceability of this Agreement, the Note, and all other agreements, documents, instruments and collateral security documents, subject, however, in each case, to laws and equitable principles affecting the enforcement of creditors rights generally;

(d) The opinion of Kozloff Stoudt, Township Solicitor, regarding (i) the due existence of the Township; (ii) the valid incumbency of the officers of the Township; and (iii) the legal, valid and binding enactment of the Ordinance approving the Guaranty Agreement and this Agreement and authorizing and directing, among other things, the execution, attestation and delivery thereof by proper officers of the Township;

(e) Executed copies of this Agreement, the Loan Agreement, and all related documentation delivered in connection therewith; and

(f) The approval of the Department of Community and the Economic Development, as required by the Debt Act, with respect to the execution and delivery of the Guaranty Agreement and the incurrence of lease rental debt by the Township.

4. Obligations Absolute. The obligations of the Authority under this Agreement shall be absolute, unconditional and irrevocable, and shall be fully performed strictly in accordance with the terms and conditions of this Agreement, under all circumstances whatsoever, including, without limitation, the foregoing: (i) any lack of validity or enforceability of the Guaranty Agreement, the Note or any other agreement or document relating thereto; (ii) any amendment or waiver of or any consent to or departure from the terms and conditions of the Guaranty Agreement, the Note or any documents relating thereto; or (iii) the existence of any

claim, set-off, defense or other right which the Authority may have at any time against M&T (or any person or entities for whom M&T may be acting), the Township or any other person or entity, whether in connection with this Agreement, the transactions described herein or any unrelated transaction.

5. Representations and Warranties. The Authority hereby represents and warrants as follows:

(a) The Authority is an industrial development authority duly organized and validly existing under the Pennsylvania Economic Development Law, as amended and supplemented. Each of the individuals executing and delivering this Agreement, the Guaranty Agreement, the Resolution, the Note and all related documents and instruments possesses full power and authority to execute and deliver such documents and such execution and delivery does not contravene the terms or provisions of any document, agreement or instrument to which the Authority or any of its properties or assets is or may be bound;

(b) The execution, delivery and performance by the Authority of this Agreement, the Guaranty Agreement, the Loan Agreement, the Note Resolution, the Note and related documents and instruments has been duly authorized by all necessary action, do not contravene the provisions of the Articles of Incorporation or By-Laws of the Authority or of any other agreement or instrument binding on or affecting the Authority or any of its assets or properties, and does not result in or require the creation of any lien, security interest or other charge or encumbrance (other than pursuant to this Agreement, the Guaranty Agreement, or any other collateral security document or instrument executed and delivered at the closing held this day) upon or with respect to any of the Authority assets or properties;

(c) No authorization, approval or other consent or action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Authority of this Agreement, the Guaranty Agreement, the Note or any related document or instrument, except such as have been obtained.

(d) This Agreement, the Guaranty Agreement, the Loan Agreement, the Note Resolution, the Note and any related document or instrument, executed and delivered by or on behalf of the Authority constitute the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, subject, however, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting the enforcement of creditors' rights generally; and

(e) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the Authority and, to the best of the knowledge of the Authority, there is no threatened action or proceeding against the Authority before any court, governmental agency or arbitrator which, in any case, may materially and adversely affect the financial condition or operations of the Authority or any other material contingent liability of any kind (which has not heretofore been disclosed to the Township).

6. Covenants of the Authority. So long as the Guaranty Agreement shall remain in full force and effect, or any amount is due and owing to the Township under the provisions of this Agreement, the Authority covenants and agrees that it shall, unless the Township shall have otherwise consented in writing:

(a) Preservation of Existence. Preserve and maintain its due existence, and its right to do business and its good standing in the Commonwealth, and will maintain (and obtain) all licenses, permits and other authorizations necessary, proper or desirable for the ownership and operations of its Sewer System.

(b) Compliance with Laws, Etc. Comply in all material respects with all applicable laws, rules, regulations and orders of any governmental authority the non-compliance with which would materially and adversely affect its operations or condition.

(c) Keeping of Books. Keep proper, accurate and complete books of record and account.

in which full and correct entries shall be made of financial transactions and the assets and operations of the Authority.

(d) Guaranty Agreement. Observe, in all respects, its obligations under the Guaranty Agreement.

(e) Sufficient Taxes and Fees. Cause the Township, the Daniel Boone Area School District and the County of Berks to fix, charge real estate taxes and other fees upon the taxpayers in their respective districts in accordance with the terms of that certain Cooperation Agreement, dated December 12, 2023, among the parties which will be sufficient to permit the Authority during such Fiscal Year to pay Debt Service on the Note in each Fiscal Year and to pay all administrative costs of the Authority.

(f) Repayment of Amounts Advanced. At any time after the Township shall have paid such amount or amounts as at that time shall be required to pay Debt Service on the Note, in accordance with the provisions of the Guaranty Agreement or shall have paid any costs, fees or expenses guaranteed thereby, to repay to the Township the amount or amounts actually advanced by the Township, together with interest on such amounts, all in accordance with the terms of this Agreement.

7. Defaults and Remedies. Each of the following shall constitute an event of default hereunder ("Event of Default") unless waived by the Township hereunder:

(a) Failure by the Authority to make any payment of Debt Service when due and payable;

(b) Failure by the Authority to perform or comply with any of the other terms or conditions contained in this Agreement, the Guaranty Agreement, the Loan Agreement, the Note Resolution, or the Note and continuance of such failure uncured for thirty (30) days after the Authority has knowledge that such failure has occurred, or such longer period to which the Township may agree in the case of a default not curable by the exercise of due diligence within such thirty-day (30) period, provided that the Authority shall have commenced such default within such thirty-day (30) period and shall complete such cure as quickly as reasonably possible with the exercise of due diligence;

(c) Any of the representations or warranties of the Authority set forth in this Agreement, the Guaranty Agreement, the Loan Agreement, or the Note Resolution, or in any other certificate, document, statement, instrument or agreement furnished to the Township pursuant to the terms hereof or the Guaranty Agreement prove to have been materially false when made or the failure by the Authority to comply with the covenants made by the Authority in Section 6 hereof;

(d) Any material provision of this Agreement, the Loan Agreement, the Note Resolution, or the Note shall at any time for any reason cease to be valid and binding on the Authority, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the Authority or any governmental agency or authority, or the Authority shall deny that it has any or further liability or obligation under this Agreement, the Loan Agreement, the Note Resolution, or the Note; or

(e) The Authority shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like for its property, or (ii) admit in writing its inability to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankruptcy or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code (or any successor to such code) or file a voluntary petition or answer seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against such corporation in any bankruptcy, reorganization or insolvency proceeding, or to take any action for the purpose of effecting any of the foregoing, or (vi) if without the application, approval or consent of the Authority, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking an

order for relief or an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like or of all or any substantial part of the assets of the Authority or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested in good faith, the same shall (A) result in the entry of an order for relief or any such adjudication or appointment or (B) remain undismissed and unstayed for a period of 60 days.

If an Event of Default has occurred and is continuing, the Township may exercise, or cause to be exercised, any and all such remedies as it may have at law or in equity.

8. Amendments, Etc. No amendment, waiver or consent of any provision of this Agreement shall in any event be effective unless the same shall be in writing and executed by the Township, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

9. No Waiver, Remedies Cumulative. No failure on the part of the Township to exercise, and no delay in exercising, any right hereunder or elsewhere shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder or elsewhere preclude any other or further exercise thereof or the exercise of any other right.

10. Continuing Obligation. This Agreement and the Guaranty Agreement is a continuing obligation and shall: (i) be binding upon the Authority and the Township and their respective successors and assigns; and (ii) inure to the benefit of and be enforceable by the Authority and the Township and their respective successors and assigns; provided that the Authority may not assign all or any part of this Agreement without the prior written consent of the Township.

11. Indemnification. The Authority hereby indemnifies and holds harmless the Township from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which the Township may incur (or which may be claimed against the Township by any person or entity whatsoever) by reason of or in connection with the execution and delivery of, or payment or failure to pay under, the Guaranty Agreement; provided the Authority shall not be required to indemnify the Township for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by: (a) the willful misconduct or gross negligence of the Township; or (b) the Township's willful failure to pay under the Guaranty Agreement. Nothing in this Section is intended to limit the Authority's reimbursement obligation contained in paragraph (a) of Section 2 hereof.

12. No Recourse. No recourse under or upon any obligation, covenant or agreement contained herein, in the Loan Agreement, the Note Resolution or the Note, or because of any indebtedness secured hereby shall be had against any past, present or future member, officer or employee of the Authority or the Township or of any successor of the Authority or the Township under any rule of law, statute or constitutional provision, or by enforcement of any assessment or by any legal or equitable proceeding or otherwise, it expressly being agreed and understood that the obligations of the Authority hereunder, and under the Note and elsewhere are solely corporate obligations of the Authority and that no personal liability whatsoever shall attach to or shall be incurred by such members, officers or employees of the Authority or of any successor of the Authority, or any of them, because of such indebtedness or by reason of any obligation, covenant or agreement contained herein, in the Note or elsewhere, or implied therefrom.

13. Conflicts. Insofar as possible the provisions of this Agreement shall be deemed complementary to the terms of the Guaranty Agreement but in the event of conflict the terms hereof shall control to the extent such are enforceable under applicable law, provided, however, that nothing herein contained shall limit or alter the Township's obligations under the Guaranty Agreement.

14. Severability. If any provision hereof is found by a court of competent jurisdiction to be

prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent that it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in favor of the Township in order to effect the provisions of this Agreement.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the domestic internal laws (but not the law of conflicts of law) of the Commonwealth.

16. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

IN WITNESS WHEREOF, the Authority and the Township have each caused this Agreement to be duly executed by its duly authorized officers, and its seal affixed hereon, and this Agreement delivered in its name as of the date first above written.

**TOWNSHIP OF AMITY
BERKS COUNTY, PENNSYLVANIA**

By: _____
CHAIRPERSON, BOARD OF SUPERVISORS

ATTEST: _____
SECRETARY OF THE TOWNSHIP (SEAL)

**BERKS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: _____
CHAIRMAN

ATTEST: _____
(ASSISTANT) SECRETARY (SEAL)

DATE OF EXECUTION AND DELIVERY: DECEMBER __, 2024

EXHIBIT "C"
Maximum Annual Debt Service Schedule

Date	Principal	Rate	Interest	Semi-Annual Debt Service	Totals
6/16/2025		5.710	\$152,266.67	\$152,266.67	
12/15/2025		5.710	\$142,750.00	\$142,750.00	\$295,016.67
6/15/2026		5.710	\$142,750.00	\$142,750.00	
12/15/2026		5.710	\$142,750.00	\$142,750.00	\$285,500.00
6/15/2027		5.710	\$142,750.00	\$142,750.00	
12/15/2027	\$510,000	5.710	\$142,750.00	\$652,750.00	\$795,500.00
6/15/2028		5.710	\$128,189.50	\$128,189.50	
12/15/2028	\$539,000	5.710	\$128,189.50	\$667,189.50	\$795,379.00
6/15/2029		5.710	\$112,801.05	\$112,801.05	
12/15/2029	\$570,000	5.710	\$112,801.05	\$682,801.05	\$795,602.10
6/15/2030		5.710	\$96,527.55	\$96,527.55	
12/15/2030	\$603,000	5.710	\$96,527.55	\$699,527.55	\$796,055.10
6/15/2031		5.710	\$79,311.90	\$79,311.90	
12/15/2031	\$638,000	5.710	\$79,311.90	\$717,311.90	\$796,623.80
6/15/2032		5.710	\$61,097.00	\$61,097.00	
12/15/2032	\$674,000	5.710	\$61,097.00	\$735,097.00	\$796,194.00
6/15/2033		5.710	\$41,854.30	\$41,854.30	
12/15/2033	\$713,000	5.710	\$41,854.30	\$754,854.30	\$796,708.60
6/15/3034		5.710	\$21,498.15	\$21,498.15	
12/15/2034	\$753,000	5.710	\$21,498.15	\$774,498.15	\$795,996.30
TOTALS	\$5,000,000		\$1,948,575.57	\$6,948,575.57	\$6,948,575.57