



Allegheny County Council

County of Allegheny
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Legislation Text

File #: 8227-14, Version: 1

An Ordinance of the County of Allegheny, Pennsylvania, authorizing the incurrence of nonelectoral debt by the issuance of: (i) one or more series of General Obligation Refunding Bonds, Series C-73, or by other such name(s) as designated by the County, in an aggregate principal amount not to exceed \$165,000,000 (the "C-73 Bonds") and (ii) one or more series of General Obligation Bonds, Series C-74, or by such other name(s) as designated by the County, in an aggregate principal amount not to exceed \$82,000,000 (the "C-74 Bonds" and collectively with the C-73 Bonds, the "Bonds").

An Ordinance of the County of Allegheny, Pennsylvania (the "County") (1) authorizing the incurrence of nonelectoral debt by the issuance of: (i) its C-73 Bonds in the aggregate principal amount not to exceed \$165,000,000 for the current refunding of the County's General Obligation Notes, Series C-57 (the "C-57 Notes"); and (ii) its C-74 Bonds in the aggregate principal amount not to exceed \$82,000,000 for the purpose of providing funds for various capital projects approved in the Allegheny County Capital Budget; (2) finding a private sale by negotiation to be in the best interest of the County; (3) approving maximum interest rates, maximum yields, maximum principal payment amounts and maximum annual debt service for the Bonds; (4) funding capitalized interest with respect to the Bonds, if deemed appropriate by the County; (5) authorizing certain officials to accept a proposal for the purchase of the Bonds; (6) appointing a paying agent, registrar, sinking fund depository and, if necessary, escrow agent or agents; (7) adopting a form of the Bonds; (8) covenanting to pay debt service; (9) pledging the full faith, credit and taxing power of the County for the payment of the Bonds; (10) establishing one or more sinking funds and, if necessary, one or more escrow funds; (11) appropriating the proceeds of the Bonds; (12) ratifying prior advertisement and directing further advertisement; (13) appointing various professionals; (14) authorizing the preparation, certification and filing of an application and debt statement with the Pennsylvania Department of Community and Economic Development; (15) authorizing approval of the preliminary official statement or statements; (16) authorizing approval of the final official statement or statements; (17) authorizing the redemption of such C-57 Notes and, if necessary, the execution of one or more escrow agreements for the refunding of the C-57 Notes; (18) authorizing certain officials to determine whether to purchase a policy or policies of municipal bond insurance; (19) authorizing the taking of certain actions with respect to continuing disclosure of information; (20) authorizing the modification of the mandatory sinking fund redemption schedule for certain of the County of Allegheny Adjustable Rate Demand General Obligation Refunding Bonds, Series C-50 (the "C-50 Bonds"); (21) authorizing certain officials to determine the mandatory sinking fund redemption schedule for the restructured C-50 Bonds; (22) authorizing the extension and/or replacement of the liquidity facility for the C-50 Bonds and the County of Allegheny Adjustable Rate Demand General Obligation Bonds, Series

C-51 (the "C-51 Bonds"); (23) authorizing the conversion of the C-50 Bonds from a weekly mode to a monthly mode; (24) authorizing certain officials to convert the C-50 Bonds from a monthly mode to another rate mode when and as determined to be in the best interests of the County; (25) authorizing approval of any reoffering circulars deemed necessary in connection with the C-50 Bonds and C-51 Bonds; (26) authorizing the replacement of the remarketing agent for the C-50 Bonds and C-51 Bonds; (27) authorizing and directing the preparation, execution and delivery of all other required documents and the taking of all other required action; and (28) repealing inconsistent ordinances.

Whereas, the County Council, after due consideration of the public welfare and acting in accordance with applicable law pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

Whereas, the County Council desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake said Project; and

Whereas, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act, the Act of December 19, 1996 (P.L. 1158 No. 177) codified at Pa. Cons. Stat. Ann. tit. 53, §8001, *et seq.* (the "Debt Act"), with which this Debt Ordinance and all related proceedings of Allegheny County and all duly authorized actions of its officers are intended to comply.

The Council of the County of Allegheny hereby enacts as follows:

SECTION 1. Incorporation of the Preamble.

The provisions set forth in the preamble to this Ordinance (the "Debt Ordinance") are incorporated by reference in their entirety herein.

SECTION 2. Debt Ordinance.

The text of the Debt Ordinance shall be as follows:

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise or unless otherwise previously defined elsewhere herein, the following terms shall, for all purposes of this Debt Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction.

Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, means and includes corporations, associations and public bodies and their successors unless the context shall indicate otherwise.

"Authentication Date" means that date or those dates, individual to respective Bonds, upon which the

Sinking Fund Depository shall have executed and delivered a new and original instrument upon the transfer, exchange or other processing for registration of a Bond, thereby authenticating the same as, and to be, a valid and outstanding obligation of the County.

“Authorized Investments” means: (a) as to the proceeds of the Bonds and upon application of the “prudent-man” rule: (i) United States Treasury bills; (ii) short-term obligations of the United States Government or its agencies or instrumentalities; (iii) deposits in savings accounts or time deposits, other than certificates of deposit, or share accounts of institutions insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or the Pennsylvania Deposit Insurance Corporation or the Pennsylvania Savings Association Insurance Corporation to the extent that such accounts are so insured, and, for any amounts above the insured maximum, provided that approved collateral as provided by law therefor shall be pledged by the depository; (iv) obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; (v) shares of an investment company registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, provided that the only investments of that company are in the authorized investments for county funds listed in clauses (i) through (iv); and (vi) certificates of deposit purchased from institutions insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or the Pennsylvania Deposit Insurance Corporation or the Pennsylvania Savings Association Insurance Corporation to the extent that such accounts are so insured. However, for any amounts above the insured maximum, such certificates of deposit shall be collateralized by a pledge or assignment of assets of the institution, and such collateral may include loans (including interests in pools of loans) secured by first mortgage liens on real property. Certificates of deposit purchased from commercial banks shall be limited to an amount equal to twenty percent of a bank's total capital and surplus. Certificates of deposit purchased from savings and loan associations or savings banks shall be limited to an amount equal to twenty percent of an institution's assets minus liabilities; and (b) as to moneys at any time on deposit in the Sinking Fund: (i) obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America; (ii) direct general obligations of the Commonwealth of Pennsylvania, or in any securities in which the Commonwealth may, at such time, invest its moneys; or (iii) deposits at interest in time accounts, certificates of deposit or other interest bearing accounts of any bank, bank and trust company (including the Sinking Fund Depository), savings bank, savings and loan association or building and loan association. The authorization set forth above for investment in obligations of the United States of America shall include money market funds invested solely in such obligations, including any such funds maintained by the Sinking Fund Depository. To the extent that any such deposits described in (b)(iii) above are insured by the Federal Deposit Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds; provided in all events that such investments shall be made in a manner consistent with sound business practice and, if required for prompt expenditure, shall be held in demand deposits. In the event, from time to time, and to the extent such investments may periodically require valuation, their value shall be determined on the following bases (and if more than one basis applies, according to the lowest of them): (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal -- the arithmetic mean of the bid and asked prices for such investments so published on or immediately prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal -- the average bid price established for such investments by any three nationally recognized government securities dealers at the time making a market in such investments or the average bid price published by a nationally recognized pricing service; and (c) as to time deposits, certificates of deposit and bankers' acceptances -- the face amount thereof, plus accrued interest.

“Bond Counsel” means Clark Hill Thorp Reed, 301 Grant Street, 14th Floor, Pittsburgh, Pennsylvania 15219.

“Bond Insurance Policy” means such standard policy of insurance, if any, as may be specified by the Purchase Proposal, to be issued by the Insurer in order to insure timely payment of the principal of and interest on all or a portion of the Bonds to the owners thereof, upon satisfaction of all preconditions set forth in such Bond Insurance Policy, as specifically noted by a legend or other appropriate text hereby authorized to be printed on the Bonds themselves.

“Bonds” means collectively, the C-73 Bonds and the C-74 Bonds.

"C-50 Bonds" means the County's outstanding Adjustable Rate Demand General Obligation Refunding Bonds, Series C-50.

"C-50 Debt Ordinance" means the Ordinance enacted December 9, 1999, including Exhibit A thereto, as amended by that First Amendment to Exhibit A executed and delivered August 1, 2005, as amended.

"C-50 Liquidity Facility Provider" means the existing liquidity facility provider for the C-50 Bonds and any bank or financial institution that replaces the existing liquidity facility provider.

"C-50 Paying Agent" means The Bank of New York Mellon Trust Company, N.A., successor to J.P. Morgan Trust Company, National Association, its successor and assigns.

"C-50 Remarketing Agent" means RBC Capital Markets LLC, its successors and assigns and any successor appointed by the County.

"C-51 Bonds" means the County's outstanding Adjustable Rate Demand General Obligation Bonds, Series C-51.

"C-51 Debt Ordinance" means Ordinance No. 34, Bill No. 0173 enacted November 27, 2000.

"C-51 Liquidity Facility Provider" means the existing liquidity facility provider for the C-51 Bonds and any bank or financial institution that replaces the existing liquidity facility provider.

"C-51 Paying Agent" means The Bank of New York Mellon Trust Company, N.A., successor to J.P. Morgan Trust Company, National Association and its successor and assigns.

"C-51 Remarketing Agent" means RBC Capital Markets LLC, its successors and assigns and any successor appointed by the County.

“C-57 Notes” means the County’s outstanding General Obligation Notes, Series C-57, currently outstanding in the aggregate principal amount of \$144,695,000 which were issued to pay the costs of refunding, on a current refunding basis, the following issues of bonds of the County, to-wit: (a) the Series C-44 in an amount of \$1,065,000*; (b) the Series C-46 in an amount of \$2,960,000*; (c) a portion of the Series C-47 Bonds, being those that matured on October 1 of each year 2005 through 2012 inclusive, in an amount of \$26,760,000; (d) the Series C-48 in an amount of \$28,905,000; (e) a portion of the April 1, 2005 maturity of the Series C-49 in an amount of \$3,265,000; (f) the Series C-52 in an amount of \$42,255,000; (g) a portion of the

Series C-53, maturing on November 1 of each of the years 2007 through 2020, inclusive, in an amount of \$ 12,320,000; (h) the Series C-54, maturing on November 1 of each of the years 2015 through 2027, inclusive, in an amount of \$53,045,000 and to pay the costs of issuing the C-57 Notes. (* Denotes that a portion of such bonds were previously refunded).

“C-73 Bonds” means the General Obligation Refunding Bonds, Series C-73, issued as fixed rate bonds in an aggregate principal amount not to exceed \$165,000,000, and designated “Series C-73”, which are hereinafter authorized to be issued, sold and delivered for purposes of the C-73 Project, and which constitute instruments imposing an obligation upon the County for the repayment of money borrowed. The C-73 Bonds shall be printed substantially in the form hereinafter in **Exhibit A** and shall fall within the definition of “Security” set forth in, and otherwise shall be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Bond or several Bonds, in one or more series and with such name(s) as may be designated by the County, representing, in each case, a portion of Series C-73 Bonds.

“C-73 Project” means payment of the costs of (i) the current refunding of all or a portion of the outstanding C-57 Notes and (ii) paying certain costs of issuing the C-73 Bonds. Nothing contained herein shall prohibit the Governing Body, under proper enactment of an ordinance and in compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the C-73 Project undertaken hereby.

“C-74 Bonds” means the General Obligation Bonds, Series C-74, issued as fixed rate bonds in an aggregate principal amount not to exceed \$82,000,000, and designated “Series C-74”, which are hereinafter authorized to be issued, sold and delivered for purposes of the C-74 Project, and which constitute instruments imposing an obligation upon the County for the repayment of money borrowed. The C-74 Bonds shall be printed substantially in the form hereinafter in **Exhibit A** and shall fall within the definition of “Security” set forth in, and otherwise shall be governed by, Article 8 of the Uniform Commercial Code, to the extent permitted by, and consistent with, the Debt Act. Such term may include a single Bond or several Bonds, in one or more series and with such name(s) as may be designated by the County, representing, in each case, a portion of Series C-74 Bonds.

“C-74 Project” means payment of the costs of: (i) funding various capital projects approved in the Allegheny County Capital Budget; (ii) capitalized interest with respect to projects to the extent the County deems appropriate; and (iii) paying certain costs of issuing the C-74 Bonds. Nothing contained herein shall prohibit the Governing Body, under proper enactment of an ordinance and in compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the C-74 Project undertaken hereby.

“County” means the County of Allegheny, a political subdivision of the Commonwealth of Pennsylvania and a home rule county organized under the Second Class County Charter Law.

“Dated Date” means that date upon which interest will begin to accrue on the Bonds, as determined and fixed by the County and the Purchaser in the Purchase Proposal.

“Debt Ordinance” means this document, being the formal action taken by the County according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the debt represented by the Bonds. Such term shall apply whether, under the law and current practices of the County, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

“Department” means the Pennsylvania Department of Community and Economic Development.

“Designated Officer(s)” means and includes, individually or jointly, the Chief Executive of the County, any officer of the County Council, the County Manager, the County Treasurer and the Director (and their appropriate successors acting by reason of absence or other incapacity), being those duly elected or appointed and acting officials of the County authorized to undertake and perform the actions herein specified, which are necessary and proper to the issuance of the Bonds and compliance with the Debt Act.

"Director" means the Allegheny County Budget Director, Department of Budget and Finance, Room 225 Court House, 436 Grant Street, Pittsburgh, PA 15219.

“Financial Advisor” means BNY Mellon Capital Markets, LLC, BNY Mellon Center, Suite 475, Pittsburgh, PA 15258.

“First Interest Payment Date” that date upon which interest on the Bonds is first payable, with respect to a particular series of Bonds, as determined and fixed by the County and the Purchaser in the Purchase Proposal.

“Governing Body” means the County Council of the County, being that entity authorized by law to fix the rate of, and to levy, taxes within the County for the operation of the County government.

“Insurer” means that one or those several nationally recognized municipal debt insurance companies which will, through the issuance of a Bond Insurance Policy, result in a debt service savings with respect to the issuance of such Bonds covered by the Bond Insurance Policy (which may be all, a portion of, or none of the Bonds issued hereunder), as the same shall be recommended, following solicitation of proposals, by the Financial Advisor, approved by the Director and designated by the Purchaser in the Purchase Proposal to issue such a Bond Insurance Policy as a condition of the delivery and purchase of the Bonds.

“Interest Payment Date(s)” means, singularly or jointly, those dates upon which interest on the Bonds is payable, being December 1 and June 1 of each year during the term of the Bonds, commencing with the First Interest Payment Date (or such other Interest Payment Dates as determined and fixed by the County and the Purchaser in the Purchase Proposal).

“Mandatory Redemption Date(s)” means those dates on which outstanding Bonds will be mandatorily redeemed by the County, as determined and fixed by the County and the Purchaser in the Purchase Proposal.

“Maturity Date(s)” means those dates on which the Bonds mature in accordance with their terms, as determined and fixed by the County and the Purchaser in the Purchase Proposal.

“Optional Redemption Date” means the first date on which the outstanding Bonds are permitted to be redeemed, in whole or in part, at the option of the County, as determined and fixed by the County and the Purchaser in the Purchase Proposal.

“Project” means collectively, the C-73 Project and the C-74 Project.

“Purchase Price” means not less than 95% of the par amount of the Bonds, less net original issue discount/plus net original issue premium, less gross underwriter’s discount, together with accrued interest to the date of delivery of the Bonds, if and as any such discount, premium or interest shall be specified in the

Purchase Proposal.

“Purchase Proposal” means the written agreement(s) for the purchase and sale of the Bonds, to be executed and presented by the Purchaser, and accepted by the act of the Chief Executive, or his designee, according to his discretion within the bounds of this Debt Ordinance, as the same shall be recommended by the Financial Advisor.

“Purchaser” means PNC Capital Markets LLC, as book-running senior underwriting manager and as representative for itself and certain other co-managers as designated by the County.

“Rating Agency” or “Rating Agencies” means either or both of Moody’s Investors Service, 7 World Trade Center at 250 Greenwich Street, New York, NY 10007 and Standard & Poor’s Ratings, a division of the McGraw-Hill Companies, 55 Water Street, New York, NY 10041.

“Record Date(s)” means, singularly or jointly, (i) the fifteenth day of the month next preceding a respective Interest Payment Date in the case of an Interest Payment Date being on the first day of the month and (ii) on the last day of the month next preceding an Interest Payment Date in the case of an Interest Payment Date being on the fifteenth day of the month.

“Redemption Price” means percentage of the principal amount, together with accrued interest to the date fixed for redemption, as shall be specified in the Purchase Proposal.

“Refunded Bonds” means the C-57 Notes.

“Sinking Funds” means the fund or funds created pursuant to Section 3.02 hereof.

“Sinking Fund Depository” means The Bank of New York Mellon Trust Company, N.A., a bank or bank and trust company (or wholly owned subsidiary of the same) located and lawfully conducting a banking or trust business in the Commonwealth of Pennsylvania. Said bank shall assume, undertake and perform the duties of the Sinking Fund Depository specified by this Debt Ordinance or contained in the Debt Act, and shall further act as Paying Agent and Registrar in respect of the Bonds, according to the provisions of this Debt Ordinance and the Debt Act and in compliance at all times with then-current industry standards and practices.

Notwithstanding the foregoing, if, and only in the event, the payment of the Bonds has been insured to the owners thereof by a duly issued and outstanding Bond Insurance Policy, such Sinking Fund Depository must be, and remain at all times, acceptable to the Insurer, who is empowered to request that the County appoint a successor for cause shown.

“Solicitor” means the Allegheny County Solicitor, Allegheny County Law Department, 300 Fort Pitt Commons Building, 445 Fort Pitt Boulevard, Pittsburgh, PA 15219-1308.

“Tax Code” means the Internal Revenue Code of 1986, as amended.

“Term Bonds” means that one or those several sets of Bonds stated to mature on a date certain, but which shall be mandatorily redeemed on specified anniversary dates in preceding years, as determined and fixed by the County and the Purchaser in the Purchase Proposal.

--END OF ARTICLE 1--

ARTICLE 2 -- AUTHORIZATION OF DEBT

Section 2.01. Incurrence. The County hereby authorizes and directs the incurrence of nonelectoral debt in an amount not to exceed the aggregate principal amount of \$247,000,000 for the purposes of the Project; such debt shall be evidenced by the Bonds, to be issued, sold and delivered according to the provisions of the Purchase Proposal, this Debt Ordinance and the Debt Act, as general obligations of the County.

Section 2.02. Preparation of Debt Statement; Exclusion of Indebtedness. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the County, including therewith a certification of the Borrowing Base, and, if desired, any statements required under Chapter 80, Subchapter B of the Debt Act necessary to qualify all or any portion of this, or any prior outstanding, debt for exclusion from the appropriate debt limit as self-liquidating or subsidized debt; all previous actions of Designated Officers in this regard are hereby ratified and confirmed.

Section 2.03. Proceedings Before the Department. The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the County relative to this incurrence of debt with the Department and to respond to all inquiries or requests and to perform all other actions necessary to enable the Department to certify its approval to issue, sell and deliver the Bonds.

Section 2.04. Stated Maturity Dates. The County hereby finds and determines that: (1) the Bonds are to be issued with: (a) a final stated maturity date which does not exceed the sooner to occur of twenty-one (21) years or the useful life of the Project; and (b) an initial stated installment or maturity of principal which has not been deferred beyond the later of two years or one year from the date of expected completion of the Project; and (2) the stated maturities, or principal installments subject to mandatory redemption, of the Bonds have been fixed so as to amortize the Bonds on at least an approximately level debt service plan during the period specified for the payment of principal under Section 8142(b) of the Debt Act.

Section 2.05. Cost and Realistic Useful Life. Reasonable costs estimates have been obtained for the Project with the assistance of the Financial Advisor and other persons qualified by experience. The cost of the C-73 Project is based on estimates of the County officers and the Financial Advisor of the cost of refunding the C-57 Notes, said persons being qualified to do so. The cost of the C-74 Project is based on estimates of County officers to complete the capital projects. The estimated useful lives of the assets financed with the proceeds of the C-74 Bonds is at least twenty-one (21) years, and the remaining useful life of the assets refinanced with proceeds of the C-73 Bonds is at least ten (10) years, and corresponding aggregate principal amounts of the Bonds will mature prior to such respective useful lives as required by Section 8142 of the Debt Act.

Section 2.06. Refunding of the Refunded Bonds. The County has determined to refund the Refunded Bonds for the purpose of restructuring the existing debt to reduce total overall debt service over the life of the Refunded Bonds. The County hereby directs the redemption of all the Refunded Bonds being refunded on such date as is specified in the accepted Purchase Proposal by the deposit of proceeds of the C-73 Bonds, together with other funds of the County available for such purpose, in the sinking fund for the Refunded Bonds. If necessary, the Designated Officers of the County are hereby authorized to enter into an escrow agreement with an escrow agent to be selected by said Designated Officer, to accomplish the refunding of the Refunded Bonds.

--END OF ARTICLE 2--

ARTICLE 3 -- SECURITY FOR DEBT; SINKING FUND

Section 3.01. General Obligation Covenant. The Bonds shall be general obligations of the County. The County hereby covenants with the owners from time to time of the Bonds to: (a) include the amount necessary to service the debt on the Bonds, for each fiscal year in which such sums are payable, in its budget for that year; (b) appropriate such amounts from its general revenues to the payment of such debt service; and (c) duly and punctually pay, or cause to be paid, from its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Bonds at the dates and place and in the manner stated in the Bonds, according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Bonds, the County hereby irrevocably pledges its full faith, credit and taxing power. The maximum principal payment amounts by payment date, maximum interest rates, maximum yields, and maximum annual amounts of debt service hereby covenanted to be paid, pursuant to the Purchase Proposal accepted pursuant to section 11.01 hereof are as set forth in **Exhibit B-1** and **Exhibit B-2** attached to this Debt Ordinance and incorporated by reference herein.

As provided in the Debt Act, the foregoing covenants are specifically enforceable. Notwithstanding the foregoing, nothing contained herein shall prohibit or restrain the authorization, issuance, sale or delivery of additional general obligation bond or bonds of the County on parity with the Bonds, upon adoption of an appropriate covenant to budget, appropriate and pay additional taxes and other revenues and funds for the payment and security of such additional obligations.

Section 3.02. Creation of Sinking Fund. The County hereby creates, and orders to be established (in its name and identified by reference to the particular series of Bonds), a Sinking Fund or Sinking Funds (collectively, the "Sinking Fund"), for the payment of the Bonds with the Sinking Fund Depository, and further covenants to maintain such Sinking Fund until the Bonds are paid in full. The Designated Officer is hereby authorized and directed to contract with the Sinking Fund Depository for its services in such capacity, together with its services as Paying Agent and Registrar for the Bonds.

Section 3.03. Deposits into Sinking Fund. The County covenants with the owners of the Bonds, and a Designated Officer (according to the duties specified in Section 8223 of the Debt Act) is hereby authorized and directed, to withdraw from the General Fund (or in the event debt service charges have been capitalized, from any Project fund established with the proceeds of the Bonds, as authorized in Section 11.04) and to deposit into the Sinking Fund on or before the appropriate Interest Payment Dates (or as and when otherwise due by their terms and in order to provide same-day, available funds for timely payment), amounts sufficient to pay: (a) the interest on the Bonds then outstanding; and (b) the principal of the Bonds then maturing or subject to redemption on each such Interest Payment Date as set forth in Section 3.01.

Section 3.04. Investment of Sinking Fund. All moneys in the Sinking Fund not required for prompt expenditure may, in accordance with written or telephonic (if subsequently confirmed in writing according to the reasonable practices and requests of the Sinking Fund Depository) instructions of the Designated Officer, be invested in Authorized Investments.

Authorized Investments must mature or must be subject to redemption, withdrawal or collection in their full amount at the option of the Sinking Fund Depository not later than the date upon which moneys are required to be paid to owners of the Bonds. All moneys in the Sinking Fund shall be applied exclusively to the payment of the Bonds as the same from time to time becomes due and payable. All moneys deposited into the Sinking Fund and all investments and proceeds thereof shall be subject to a perfected security interest for the benefit of the owners of the Bonds. Income received from any deposit or investment within the Sinking Fund shall remain within and be a part of the Sinking Fund and all such amounts may be applied in reduction or completion of any amount covenanted under Section 3.01 hereof to be deposited therein; provided, however, that the obligation of the County to pay the Bonds is, and shall remain, absolute, and may not be satisfied or reduced merely by the deposit of moneys into the Sinking Fund or from the expectation of earnings thereon.

--END OF ARTICLE 3--

ARTICLE 4 - TERMS AND PROVISIONS OF THE BONDS

Section 4.01. Dates, Maturity Amounts and Interest Rates. The Bonds will be identified by the applicable Dated Date, will be dated as of the Authentication Dates, will bear (or accrue) interest at the rate(s) (or yield(s)), payable (or compounded) on the appropriate Interest Payment Dates, and will mature on the Maturity Dates (or be redeemed, mandatorily, on the appropriate Mandatory Redemption Dates, as provided in Section 4.04) and in the principal amounts (or maturity amounts) set forth in Section 3.01 and in the Purchase Proposal.

Section 4.02. Fixed Rate Bonds. The Bonds shall bear interest at the respective rates per annum as set forth thereon and as provided in the Purchase Proposal.

Section 4.03. Optional Redemption. The Bonds are subject to optional redemption prior to maturity as set forth in the Purchase Proposal. The Bonds scheduled to mature on a date after the Optional Redemption Date may be redeemed prior to maturity at the option of the County (a) in whole, on the Optional Redemption Date or on any date thereafter, or (b) in part, from time to time, on the Optional Redemption Date or on any date thereafter, by lot within a maturity, upon payment of the applicable Redemption Price.

Section 4.04. Mandatory Redemption. Term Bonds (if any) shall be redeemed prior to maturity by the Sinking Fund Depository without further authorization on the appropriate Mandatory Redemption Dates and in the appropriate principal amounts as shall be set forth in the Purchase Proposal upon payment of the applicable Redemption Price.

Section 4.05. Authorized Denominations; Book Entry System. The Bonds will be issued in denominations of \$5,000 or any multiple thereof initially in the form of one fully registered bond for the aggregate principal amount of the Bonds of each series and maturity, which Bonds will be registered in the name of Cede & Co., as nominee of the Depository Trust Company, New York, New York ("DTC"). Initially, all of the Bonds will be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC requests that the Bonds be registered in the name of a different nominee, the Sinking Fund Depository must exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee of DTC. No person other than DTC or its nominee is entitled to receive from the County or the Sinking Fund Depository 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 transfers record ownership of all or

any portions of the Bonds on the Register (as such term is defined in Section 4.09), in connection with discontinuing the book entry system.

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 of or interest on such Bonds will be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Debt Ordinance. Each such payment to DTC or its nominee will be valid and effective to discharge fully all liability of the County or the Sinking Fund Depository with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds outstanding of any maturity, the Sinking Fund Depository will not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of the partial redemption, provided that DTC must deliver to the Sinking Fund Depository, upon request, a written confirmation of the partial redemption and thereafter the records maintained by the Sinking Fund Depository will be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

The County and the Sinking Fund Depository may treat DTC (or its nominee) as the sole and exclusive 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 under this Debt Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever; and neither the County nor the Sinking Fund Depository will be affected by any notice to the contrary. Neither the County nor the Sinking Fund Depository will 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 Register as being Registered Owner, with respect to either (1) the Bonds; or (2) the accuracy of any record maintained by DTC or any such participant; or (3) the payment by DTC or any participant of any amount in respect of the principal or redemption price of or interest on the Bonds; or (4) any notice which is permitted or required to be given to Registered Owners under this Debt Ordinance; or (5) the selection by DTC or any participant of any person to receive payment in the event of partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as Registered Owner.

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 under this Debt Ordinance will be given to DTC as provided in the blanket representation letter delivered to DTC.

In connection with any notice or other communication to be provided to Registered Owners pursuant to this Ordinance by the County or the Sinking Fund Depository with respect to any consent or other action to be taken by Registered Owners, DTC will consider the date of receipt of notice requesting such consent or other action as the record date for the consent or other action, provided that the County or the Sinking Fund Depository may establish a special record date for such consent or other action. The County or the Sinking Fund Depository must give DTC notice of the special record date not less than ten (10) days in advance of such special record date.

Any successor Sinking Fund Depository must, in its written acceptance of its duties under this Debt Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (1) after notice to the County and the Sinking Fund Depository, DTC determines to resign as securities Depository for the Bonds; or (2) after notice to DTC and the Sinking Fund Depository, the County determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interest of the County. In either of such events (unless in the case described in clause (2) above, the County appoints a successor securities depository), the Bonds will be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the County or the Sinking Fund Depository for the accuracy of such designation. Whenever DTC requests the County and the Sinking Fund Depository to do so, the County and the Sinking Fund Depository must cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds. The Bonds will also carry CUSIP numbers as a convenience to owners.

Section 4.06. Interest Payments; Accrual. The Bonds will bear interest computed on the basis of a 30-day month and a 360-day year, payable in arrears, initially on the First Interest Payment Date and then on each Interest Payment Date subsequent for the respective preceding period; provided, that interest may be paid from an Interest Payment Date next preceding the date of a Bond except when the date of such Bond is a date to which interest has been so paid, then from the date of such Bond, or when either (1) the date of such Bond is prior to the First Interest Payment Date, or (2) no interest has been paid, then from the Dated Date.

Section 4.07. Record Date; Payments on Default. The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date, Redemption Date or Maturity Date shall be entitled to receive the amounts payable on such payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such Record Date and prior to such payment date.

When, if, and to the extent, the County defaults in the payment of any amount due on any such dates, any moneys collected for such payment, as and when collected from time to time, may be paid to the persons in whose names Bonds are registered at the close of business on a Special Record Date established by the Sinking Fund Depository, notice of which has been mailed not less than ten days prior to such Special Record Date to all Registered Owners of Bonds as shown on the Bond Register at the close of business on the fifth day prior to the date of mailing.

Section 4.08. Funds for Payment. The Bonds are payable at the offices of the Sinking Fund Depository in the coin or currency of the United States of America that is legal tender for the payment of public and private debts at the time and place of payment; provided, however, in the absence of written demand for such payment by the Registered Owner, received by the Sinking Fund Depository not later than the Record Date, all payments of the Bonds will be made by check or draft drawn on the Sinking Fund Depository and mailed, first class, postage prepaid, to the owner at the address that appears in the Register, following presentation at the offices of the Sinking Fund Depository.

Section 4.09. Registration and Transfer. The County will cause the Sinking Fund Depository to keep, in its capacity as Registrar, a bond register (the "Register") in which, subject to reasonable regulations, the County will provide for the registration of Bonds and the registration of transfers and exchanges of Bonds. No transfer or exchange of any Bond will be valid unless made at the offices of the Sinking Fund Depository and registered in the Register.

Upon surrender for registration of transfer of any Bond, the County will execute, and the Sinking Fund

Depository will authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of any authorized denomination, of the same yield and maturity, and in the same principal amount, as the Bonds so surrendered.

Any Bond is exchangeable for other Bonds of the same yield and maturity, in any authorized denomination, in the same principal amount as the Bond or Bonds presented for exchange. Upon surrender for exchange of any Bond, the County shall execute, and the Sinking Fund Depository shall authenticate and deliver in exchange therefor, the new Bond or Bonds which the Registered Owner making the exchange shall be entitled to receive.

All Bonds issued upon any registration of transfer or exchange shall be valid obligations of the County, evidencing the same indebtedness and entitled to the same benefits under this Debt Ordinance as the Bonds surrendered for such registration of transfer or exchange. All Bonds so surrendered shall be cancelled and may be destroyed by the Sinking Fund Depository.

Every Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the County and the Sinking Fund Depository, duly executed by the owner thereof or his duly authorized agent or legal representative.

No service charge shall be imposed on any Registered Owner for any transfer or exchange of any Bond, but the County may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Neither the County, nor the Sinking Fund Depository, shall be required to: (a) issue, or register the transfer or exchange of, any Bond during a period of fifteen (15) business days before any date of selection of Bonds to be redeemed; or (b) register the transfer or exchange of any Bond after it has been selected for redemption.

The Bonds shall be initially registered in accordance with instructions submitted to the Sinking Fund Depository by the Purchaser.

Section 4.10. Execution and Authentication. The Bonds shall be executed on behalf of the County by the Designated Officers, and shall have the corporate seal of the County or a facsimile thereof affixed thereto, duly attested. The Bonds shall be authenticated by the manual execution of the Certificate of Authentication by a duly authorized officer of the Sinking Fund Depository. No Bond shall be valid until such Certificate of Authentication shall have been duly executed and such authentication shall be the conclusive and only proof that any Bond has been issued pursuant to, and is entitled to any benefits conferred under, the provisions of this Debt Ordinance. To the extent that any one signature on a Bond (including the signature of the officer of the Sinking Fund Depository) is manual, all other signatures may be by facsimile.

Section 4.11. Notices, Selection of Bonds for Redemption. Notice of redemption shall be given by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the applicable redemption date, to the Registered Owners of Bonds to be redeemed at the addresses which appear in the Bond Register on the fifth business day preceding the date selected for the mailing of such notice and to the Rating Agency, and the Insurer, if any. Neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one Bond shall affect the validity of the proceedings for the redemption of any other Bond. If the County shall have duly given notice of redemption and shall have deposited funds for

the payment of the Redemption Price of the Bonds with the Sinking Fund Depository, interest on such Bonds shall cease to accrue after such redemption date.

Notices of redemption shall be dated and shall state: (a) the redemption date; (b) the Redemption Price; (c) if less than all outstanding Bonds are to be redeemed, the identification numbers and the respective maturity amounts of the Bonds to be redeemed; (d) the applicable CUSIP numbers of the Bonds called for redemption (if then generally in use, but shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in the notice and that reliance may be placed only on the identification numbers printed on the Bonds); (e) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (f) that such Bonds are to be surrendered for payment at the designated corporate trust office of the Sinking Fund Depository.

If less than all Bonds maturing on any one date are to be redeemed at any time, the Sinking Fund Depository shall select by lot the Bonds to be redeemed at such time.

Any portion of any Bond of a denomination larger than \$5,000 may be redeemed, but only in the principal amount of \$5,000 or any integral multiple thereof. Prior to selecting Bonds for redemption, the Sinking Fund Depository shall assign numbers to each \$5,000 portion of any Bond of a denomination larger than \$5,000 and shall treat each portion as a separate Bond in the denomination of \$5,000 for purposes of selection for redemption. Upon surrender of any Bond for redemption of a portion thereof, the Sinking Fund Depository shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same maturity and in any authorized denominations requested by the owner in a principal amount equal to the unredeemed portion of the Bond surrendered.

Section 4.12. Bonds Lost or Destroyed. Upon receipt by the County and the Sinking Fund Depository of evidence satisfactory to both of them that any outstanding Bond has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, the County may, in its discretion, execute and thereupon the Sinking Fund Depository shall authenticate and deliver a new Bond of the same maturity and of like tenor in exchange and substitution for, and upon surrender and cancellation of, the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, lost or stolen. The County may, for each new Bond authenticated and delivered under the provisions of this Section, require the payment of the expenses, including counsel fees. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be destroyed, lost or stolen, shall constitute an original additional and independent contractual obligation on the part of the County whether or not the Bond so alleged to be destroyed, lost or

stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Debt Ordinance with all other Bonds issued hereunder, and all limitations and debt limits imposed by the Debt Act shall be increased to the extent necessary to validate such new Bonds.

Section 4.13. Form of Bonds. The Bonds shall be substantially in the form set forth on **Exhibit A** attached hereto and by references made a part hereof.

Section 4.14. Payment Dates. If the date for payment of principal of, premium, if any, or interest on any Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent is located are authorized by law or executive order to

close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

--END OF ARTICLE 4--

ARTICLE 5 -- CONCERNING THE SINKING FUND DEPOSITORY

Section 5.01. Maintenance of Sinking Fund. The Sinking Fund Depository shall maintain the Sinking Fund as a separate account and shall, without further authorization other than as herein contained, pay, from moneys therein, the principal of, interest on and premium, if any, on the Bonds, as and when the same shall become due, to the Registered Owners thereof.

Section 5.02. Unclaimed Funds. The Sinking Fund Depository shall return to the County all moneys deposited and held in the respective Sinking Fund for the payment of the respective series of Bonds which have not been claimed by the Registered Owners after two years from the date when payment is due, except where such funds are held for the payment of outstanding checks, drafts or other instruments of the Sinking Fund Depository. Nothing in this Section or by reason of any action taken hereunder shall relieve the County of its liability for payment to the Registered Owners of unrepresented Bonds.

Section 5.03. Registration Agents. In the event the Bonds are qualified by the Purchaser, or are otherwise determined to be eligible, for the deposit, book-entry, withdrawal and other related services of The Depository Trust Company (or another or additional recognized Bond registration agent performing similar services), the Sinking Fund Depository shall undertake and perform those additional duties which may be required of it in order to enable The Depository Trust Company (or other similar agent) to perform such services for its participants, including the processing of transfers of registration within necessary time periods, the payment of Bonds by acceptable fund transfers and the delivery of adequate redemption and other payment notices.

Section 5.04. Liability of Sinking Fund Depository. The Sinking Fund Depository may exercise any of the powers or perform any duty hereunder by or through attorneys, agents, receivers or employees, and it shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorney, agent, receiver or employee, if reasonable care has been exercised in his appointment and retention, nor shall the Sinking Fund Depository be otherwise answerable or accountable under any circumstances whatever in connection with such powers or duties, except for its own negligence or willful misconduct. The Sinking Fund Depository shall be protected and shall incur no liability in relying, acting or proceeding in good faith upon any notice, request, order, certificate, report, opinion, statement, affidavit, voucher, or other paper or document believed by it to be genuine and to have been signed, passed or presented by the proper person, nor be bound to make any investigation into the matters stated therein. However, the Sinking Fund Depository may, at any time in its discretion, require of the County full information and advice as to the above as well as to the performance of any of the covenants, conditions and agreements in this Debt Ordinance and may further make or cause to be made independent investigations, at the expense of the County, concerning its affairs. The Sinking Fund Depository may consult with legal counsel to be selected and employed by it and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Section 5.05. Ownership of Bonds. The Sinking Fund Depository, in its individual capacity or as a

fiduciary, may become the owner of Bonds, with the same rights it would have if it were not the Sinking Fund Depository. The Sinking Fund Depository may also engage in, or be interested in, any financial or other transaction with the County not in derogation of the rights of the Registered Owners of the Bonds.

Section 5.06. Interpretation. The Sinking Fund Depository may construe any of the provisions of this Debt Ordinance insofar as they may appear to be ambiguous or inconsistent with any other provision, and any construction of any such provisions by the Sinking Fund Depository in good faith will be binding upon the Registered Owners of the Bonds.

Section 5.07. Fees and Expenses. The Sinking Fund Depository shall be paid such initial and periodic fees for its services and reimbursed for such expenses, as are specified in those proposals and other such communications made to and received by the County in connection with the Bonds, if any, or, in all events, according to its usual, customary and reasonable schedule of fees and other charges.

Section 5.08. Removal; Resignation. The Sinking Fund Depository shall serve in such capacity at the will of the County and may be removed, at any time, with or without cause, by the appointment of a qualified successor and upon sixty (60) days written notice to the Registered Owners of the Bonds and to the Sinking Fund Depository. Moreover, but if, and only in the event that, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository and any successor shall be, and remain at all times, acceptable to the Insurer, who shall be empowered to request the appointment of a successor for cause shown. The Sinking Fund Depository may at any time resign and be discharged of the trust hereby created by giving not less than sixty (60) days written notice to the County and the Registered Owners, specifying the date when such resignation shall take effect, in the manner required for Bond redemption notices in Section 4.11 hereof, and such resignation shall take effect upon the day specified in such notice, unless previously a successor Sinking Fund Depository shall have been appointed by the County as hereinbefore provided, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 5.09. Duties upon Default. If the County fails or refuses to make any required deposit in the Sinking Fund, the Sinking Fund Depository shall (a) independent of events and actions of Registered Owners, any trustee or any court or administrative or judicial officer undertaken or occurring pursuant to the provisions of Article 6 hereof: (1) notify the Department of Community and Economic Development of such failure or refusal, in order to facilitate an inspection of the Sinking Fund by the Department pursuant to Section 8226 of the Debt Act; and (2) notify the Insurer; and (b) in conjunction with such events and actions under Article 6 hereof, may, and upon request of the Registered Owners of twenty-five percent in principal amount of outstanding Bonds and upon being indemnified against cost and expense shall, exercise any remedy, provided in Article 6 of this Debt Ordinance, in the Debt Act or at law or in equity, for the equal and ratable benefit of the Registered Owners of the outstanding Bonds, and shall disburse all funds so collected equally and ratably to the Registered Owners thereof, pursuant to the requirements of Subchapter D of Chapter 82 of the Debt Act.

Notwithstanding the foregoing, however, if, and only in the event, the payment of the Bonds has been insured to the Registered Owners thereof by a duly issued and outstanding Bond Insurance Policy, then the Sinking Fund Depository shall diligently seek recovery of funds for the payment of the Bonds from the Insurer according to the terms of the Bond Insurance Policy and, in the event the terms of such Bond Insurance Policy are being fully met and satisfied by the Insurer, then the Sinking Fund Depository may undertake the remedies provided in subparagraph (b) of this Section 5.09 only after notice to, and with the consent of, the Insurer.

--END OF ARTICLE 5 --

ARTICLE 6 -- DEFAULTS AND REMEDIES

Section 6.01. Failure to Budget Debt Service. Subject to the provisions of Section 6.06 hereof, if applicable, if the County fails or refuses to make adequate provision in its budget for any fiscal year for the sums payable in respect of the Bonds, then at the suit of the Registered Owner of any Bond, the Court of Common Pleas of Allegheny County (the "Court") shall, after a hearing held upon such notice to the County as the Court may direct, and upon a finding of such failure or neglect, by writ of mandamus, require the Designated Officer to pay into the Sinking Fund the first tax moneys or other available revenues or moneys thereafter received in such fiscal year by such Designated Officer until the sum on deposit in the Sinking Fund shall equal the moneys that should have been budgeted or appropriated for the Bonds.

Section 6.02. Failure to Pay Principal or Interest. Subject to the provisions of Section 6.06 hereof, if applicable, if the County fails or neglects to pay or cause to be paid the interest or principal on any of the Bonds, as the same becomes due and payable, and such failure shall continue for thirty (30) days, the Registered Owner thereof shall, subject to any appropriate priorities created under the Debt Act, have the right to recover the amount due in a civil action in the Court. The judgment recovered shall have an appropriate priority upon the moneys next coming into the treasury of the County.

Section 6.03. Trustee for Registered Owners.

(a) Subject to the provisions of Section 6.06 hereof, if applicable, notwithstanding any other provision in this Debt Ordinance, if the County defaults in the payment of the principal of or the interest on the Bonds after the same shall become due, and such default shall continue for thirty (30) days, or if the County fails to comply with any provision of the Bonds or this Debt Ordinance, the Registered Owners of twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding, by an instrument or instruments filed with the Allegheny County Department of Real Estate, signed and acknowledged in the same manner as a deed to be recorded, may appoint a trustee, who may be the Sinking Fund Depository, to represent the Registered Owners of all such Bonds, and such representation shall be exclusive for the purposes herein provided.

(b) Such trustee, may, and upon written request of the Registered Owners of twenty-five percent in principal amount of the Bonds then outstanding and upon being furnished with indemnity satisfactory to it must, in his or its own name take one or more of the actions set forth below and the taking of such actions precludes similar action whether previously or subsequently initiated by individual Registered Owners of the Bonds:

(1) By mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Registered Owners of the Bonds or require the County to carry out any other agreement with the Registered Owners of the Bonds;

(2) Bring suit on the Bonds without the necessity for producing them;

(3) Petition the Court to levy, and the Court is hereby empowered to levy, after a hearing upon the notice to the owners of assessable real estate that the Court prescribes, the amount due before or after the exercise of any right of acceleration on the Bonds plus estimated costs of collection upon all taxable real estate and other property subject to ad valorem taxation within the County, in proportion to the value thereof as assessed for tax purposes, and the trustee may collect, or cause the County to collect, such amounts as by

foreclosure of a mortgage or security interest on the realty or other property if not paid on demand. Any assessment levied pursuant hereto has the same priority and preference, as against other liens or mortgages on the real estate or security interests in fixtures thereon or other property, as a lien for unpaid taxes;

(4) By suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds;

(5) After thirty (30) days prior written notice to the County, declare the unpaid principal of all the Bonds to be, which will thereby become, forthwith due and payable with interest at the rates stated in the Bonds until final payment (and, if all defaults are made good, then to annul the declaration and its consequences).

(c) If the Sinking Fund Depository is willing to serve and exercise the powers conferred upon a trustee appointed by this Section 6.03, no trustee appointed in the manner provided in this Section will have the powers herein set forth unless the appointment under this Section was executed by or pursuant to the authority of the Registered Owners of fifty-one percent (51%) of the principal amount of Bonds then outstanding.

(d) Proof of ownership of Bonds and of execution of instruments relative thereto is to be made according to the provisions of Section 8114 of the Debt Act.

Section 6.04. Costs of Suits or Proceedings. In any suit, action or proceeding by or on behalf of the Registered Owners of defaulted Bonds, the fees and expenses of a trustee or receiver, including operating costs of a project and reasonable counsel fees, constitute taxable costs, and all such costs and disbursements allowed by the Court will be deemed additional principal due on the Bonds, and must be paid in full from any recovery prior to any distribution to the Registered Owners of the Bonds.

Section 6.05. Distribution of Moneys Realized for Registered Owners. Moneys or funds collected for the Registered Owners of defaulted Bonds shall, after the payment of costs and fees as provided in Section 6.04, be applied by the trustee or receiver as follows:

(a) Unless the principal of all the Bonds has become or has been declared due and payable, (i) to the payment to the Registered Owners entitled thereto of all installments of interest then due in the order of their respective due dates and, if the amount available is not sufficient to pay any installment in full, then to the payment ratably, according to the amounts due on such installment, to the Registered Owners entitled thereto, without any discrimination or preference; and (ii) to the payment to the Registered Owners entitled thereto of the unpaid principal of any Bonds which have become due, whether at stated Maturity Dates or by call for redemption, in the order of their respective due dates, and if the amount available is not sufficient to pay in full all the Bonds due on any date, then to the payment ratably, according to the amounts of principal due on such dates, to the Registered Owners entitled thereto without any discrimination or preference;

(b) If the principal of all the Bonds has become or has been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, to the Registered Owners entitled thereto without any discrimination or preference.

Section 6.06. Bond Insurance Policy; Procedure for Payment Thereunder. Payment of certain Bonds, as applicable, may be insured to the Registered Owners by the Bond Insurance Policy, if any, hereby authorized

which may be purchased upon the issuance and delivery of the respective series of Bonds.

No provisions of this Debt Ordinance, the Debt Act or otherwise arising at law or in equity for the enforcement of claims by Registered Owners for the payment of either principal or interest in respect of the Bonds may be effectuated without the consent of the Insurer, as long as the terms of the Bond Insurance Policy are being fully met and satisfied.

If the principal and/or interest due on the Bonds is paid by the Insurer pursuant to the Bond Insurance Policy, all covenants, agreements and other obligations of the County to the Registered Owners of the Bonds, under this Debt Ordinance and under the Debt Act, will continue to exist and will run to the benefit of the Insurer, who will be subrogated to the rights of the Registered Owners. Accordingly, the Sinking Fund Depository must follow all instructions of the Insurer for the prompt payment of the principal of and/or interest due on the Bonds to the Registered Owners, including provision of the Register to the Insurer, processing of checks or other remittances on behalf of the Insurer, collection of Bonds and notation of the Insurer's interests as subrogee within its records and on its books.

--END OF ARTICLE 6--