

SPRING GROVE AREA SCHOOL DISTRICT
York County, Pennsylvania
\$36,060,000 General Obligation Bonds, Series A of 2015
\$4,810,000 General Obligation Bonds, Series B of 2015

RESOLUTION

A RESOLUTION OF SPRING GROVE AREA SCHOOL DISTRICT AUTHORIZING THE INCURRENCE OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES A OF 2015, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$36,060,000 FOR THE PURPOSE OF (1) CURRENTLY REFUNDING ALL OF THE OUTSTANDING SPRING GROVE AREA SCHOOL DISTRICT GENERAL OBLIGATION BONDS, SERIES A OF 2009; AND (2) TO PAY ALL COSTS AND EXPENSES OF ISSUANCE OF THE 2015 A BONDS; AND GENERAL OBLIGATION BONDS, SERIES B OF 2015, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,810,000 FOR THE PURPOSE OF (1) CURRENTLY REFUNDING ALL OF THE OUTSTANDING SPRING GROVE AREA SCHOOL DISTRICT GENERAL OBLIGATION BONDS, SERIES B OF 2009; AND (2) TO PAY ALL COSTS AND EXPENSES OF ISSUANCE OF THE 2015 B BONDS; FIXING THE FORMS, NUMBER, DATE, AMOUNTS AND MATURITIES THEREOF; PROVIDING FOR THE SALE THEREOF AT A PRIVATE SALE BY NEGOTIATION; PROVIDING FOR THE PAYMENT OF DEBT SERVICE THEREON; MAKING DETERMINATION OF THE REMAINING USEFUL LIFE OF THE ORIGINAL CAPITAL PROJECTS; DESIGNATING A PAYING AGENT FOR THE BONDS; AUTHORIZING THE PURCHASE OF BOND INSURANCE; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED AGREEMENTS; DESIGNATING BOND COUNSEL; APPROVING A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL

STATEMENT; AUTHORIZING AND PROVIDING FOR COMPLIANCE WITH THE SECURITIES AND EXCHANGE COMMISSION CONTINUING DISCLOSURE REQUIREMENTS; AND AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE REFUNDINGS.

WHEREAS, Spring Grove Area School District, York County, Pennsylvania (the “School District”) is granted the power by the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, 53 Pennsylvania Consolidated Statutes, Section 8001, et seq. (the “Act”) to incur indebtedness by the issuance of general obligation bonds; and

WHEREAS, the board of school directors for the School District (the “Board”), by resolution adopted on May 18, 2009 (the “2009 A Bonds Enabling Resolution”), authorized and directed issuance of its General Obligation Bonds, Series A of 2009, dated as of June 15, 2009, in the original aggregate principal amount of \$30,000,000 (the “2009 A Bonds”), as set forth in detail in the 2009 A Bonds Enabling Resolution; and

WHEREAS, the Department of Community and Economic Development (the “Department”), of the Commonwealth approved the proceedings of this School District related to the increase of bonded indebtedness evidenced in part by the 2009 A Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-17114, dated June 16, 2009; and

WHEREAS, the Board, by resolution adopted on June 15, 2009 (the “2009 B Bonds Enabling Resolution”), authorized and directed issuance of its General Obligation Bonds, Series B of 2009, dated as of July 15, 2009, in the original aggregate principal amount of \$25,605,000 (the “2009 B Bonds”), as set forth in detail in the 2009 B Bonds Enabling Resolution; and

WHEREAS, the Department of Community and Economic Development (the “Department”), of the Commonwealth approved the proceedings of this School District related to the increase of bonded indebtedness

evidenced in part by the 2009 B Bonds, which approval of the Department was evidenced by Certificate of Approval No. GOB-17133, dated July 10, 2009; and

WHEREAS, the School District has determined to incur general obligation debt in order to currently refund all of the outstanding 2009 A Bonds and all of the outstanding 2009 B Bonds (the “Refunded Bonds”), at the first available redemption date, thereby reducing total debt service over the life of the series of the Refunded Bonds, and to pay costs of issuance of the debt incurred hereby; and

WHEREAS, the School District has received a proposal for the purchase of \$36,060,000 General Obligation Bonds, Series A of 2015 (the “2015 A Bonds”) and \$4,810,000 General Obligation Bonds, Series B of 2015 (the “2015 B Bonds”) and desires to authorize the issuance of the 2015 A Bonds and 2015 B Bonds (collectively, the “Bonds”) and to accept the proposal for the purchase of the Bonds; and

WHEREAS, each of the Members of the Board of School Directors of the School District wishes to authorize the Preliminary Official Statement and the Official Statement prepared in connection with the issuance and sale of the Bonds; and

WHEREAS, notice of the following resolution has been duly advertised in accordance with Section 8003 of the Act.

NOW, THEREFORE, BE AND IT HEREBY IS, Resolved that:

1. The School District shall incur indebtedness pursuant to the Act, in the maximum aggregate principal amount of \$36,060,000 by the issuance of its General Obligation Bonds, Series A of 2015 and \$4,810,000 by the issuance of its General Obligation Bonds, Series B of 2015 for the purposes above recited, which recital of purposes is fully incorporated herein. The indebtedness

authorized by this Resolution is nonelectoral debt and the Bonds when issued will be general obligation bonds of the School District.

2. The President, Vice President, Treasurer and the Secretary or Assistant Secretary, respectively, of the School Board of this School District are authorized and directed, as required, necessary and/or appropriate: (a) to prepare, to certify and to file with the Department of Community and Economic Development (“Department”) of the Commonwealth of Pennsylvania the debt statement required by the Act; (b) to prepare and to file with the Department any statements required by the Act that are necessary to qualify all or any portion of the debt of this School District that is subject to exclusion as self-liquidating or subsidized debt for exclusion from the appropriate debt limit of this School District as self-liquidating or subsidized debt; (c) to prepare and to file the application with the Department, together with a complete and accurate transcript of the proceedings for the required approval relating to the debt, of which debt the Bonds, upon issue, will be evidence, as required by the Act; (d) to pay or to cause to be paid to the Department all proper filing fees required in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action.

The School Board of this School District authorizes and directs that an appropriate borrowing base certificate be prepared for filing with the Department as required by the Act. The President or Vice President and the Secretary or Assistant Secretary of the School Board of this School District are hereby authorized to prepare and to execute, or to authorize the auditors of this School District to prepare and to execute, such borrowing base certificate.

3. The School District hereby covenants with the holders from time to time of the Bonds outstanding pursuant to this Resolution that the School District, subject to statutory restrictions and limitations, (i) shall include the amount of the debt service for each fiscal year in which such sums are

payable in its budget for that year, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from its sinking fund the principal of and interest on every such Bond at the dates and places and in the manner stated in the Bonds, and for such budgeting, appropriation and payment in respect of the Bonds, the School District hereby pledges its full faith, credit and taxing power. This covenant shall be specifically enforceable.

4. Interest on each of the Bonds shall be payable to the registered owner of a Bond from the interest payment date next preceding the date of registration and authentication of the Bond, unless (a) such Bond is registered and authenticated as of an interest payment date, in which event the Bond shall bear interest from said interest payment date, or (b) the Bond is registered and authenticated after a Record Date and before the next succeeding interest payment date, in which event the Bond shall bear interest from such interest payment date, or (c) the Bond is registered and authenticated on or prior to the Record Date preceding the first interest payment date, in which event the Bond shall bear interest from the dated date of the Bond, or (d) unless, as shown by the records of the Paying Agent (as subsequently defined), interest on the Bond shall be in default, in which event the Bond shall bear interest from the date on which interest was last paid on the Bond. Interest on each Bond shall be payable semi-annually on April 1 and October 1 of each year, beginning on the date established by the confirmation, as defined below, until such principal sum is paid. Except as to distinguishing series of subseries, numbers, denominations, interest rates and maturity dates, the Bonds and the Paying Agent's certificates of authentication shall be substantially in the forms and shall be of the tenor and purport hereinafter set forth, with insertions and variations (including CUSIP numbers) approved by this

School District, the Purchaser and the Paying Agent, as may be appropriate for different series, subseries, denominations and maturity dates.

Principal, premium, if any, and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

Interest on each Bond shall be payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the Issuer shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

5. The Bonds shall be issued in Book-Entry form as follows:

(a). Notwithstanding the foregoing provisions, the Bonds shall be issued initially in the form of one or more fully-registered bonds, which may be typewritten or lithographed, for the aggregate principal amount of the Bonds of each maturity and shall be registered in the name of Cede & Co., as nominee of DTC. Except as provided in subsection (g) below, all of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that any Bonds be registered in the name of a different nominee, the Bond Registrar shall exchange such Bonds

for an equal aggregate principal amount of Bonds of like tenor registered in the name of such nominee.

No person other than DTC or its nominee shall be entitled to receive from the School District or the Paying Agent either a Bond or any other evidence of ownership of Bonds, or any right to receive any payment in respect thereof, unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the Bond Register in connection with discontinuing the book-entry system as provided in subsection (g) below or otherwise.

(b). So long as any Bonds are registered in the name of DTC or any nominee thereof, all payments of the principal, premium, if any, or interest on such Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Resolution. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the School District and the Paying Agent with respect to the principal, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. In the event of any redemption of less than all of the Bonds outstanding of any particular maturity, the Paying Agent shall 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 such partial redemption; provided that DTC shall deliver to the Paying Agent, upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(c). The School District and the Paying Agent 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, premium, if any, or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Holders under this Resolution,

registering the transfer of ownership of Bonds, obtaining any consent or other action to be taken by Holders and for all other purposes whatsoever; and neither the School District nor the Paying Agent shall be affected by any notice to the contrary. Neither the School District nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other Person which is not shown on the Bonds Register as being a Holder, with respect to (1) the Bonds, (2) the accuracy of any records maintained by DTC or any such participant, (3) the payment by DTC or any such participant of any amount in respect of the principal, premium, if any, or interest on the Bonds, (4) any notice which is permitted or required to be given to Holders under this Resolution, (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds, and (6) any consent given or other action taken by DTC as Holder.

(d). 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 Holders of such Bonds under this Resolution shall be given to DTC as provided in the Representation Letter.

(e). In connection with any notice or other communication to be provided to Holders pursuant to this Resolution by the School District or the Paying Agent with respect to any consent or other action to be taken by Holders, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the School District or the Paying Agent, as appropriate, may establish a special record date for such consent or other action. The School District or the Paying Agent, as appropriate, shall give DTC notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(f). At or prior to settlement for the Bonds, the School District and the Paying Agent shall execute or signify their approval of the Representation Letter in substantially the form on file with the Secretary of the School District and the President or Vice President of the Board of School Directors and the Secretary or Assistant Secretary of the School District are hereby authorized and directed to execute, to attest, if appropriate, and to deliver such Representation Letter on behalf of the School District. Any successor paying agent, remarketing agent or tender agent for the Bonds shall, in its written acceptance of its duties under this Resolution, agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

(g). 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 School District and the Paying Agent, DTC determines to resign as securities depository for the Bonds, or (2) after notice to DTC, the School District determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the School District. In either of such events (unless in the case described in clause (2) above, the School District appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such Persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the School District or the Paying Agent for the accuracy of such designation. Whenever DTC requests the School District or the Paying Agent to do so, the School District or the Paying Agent shall 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 form of the Bonds shall be substantially as follows:

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

(FORM OF BOND)

Number _____

Registered \$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA

SPRING GROVE AREA SCHOOL DISTRICT
(York County, Pennsylvania)

GENERAL OBLIGATION BOND, SERIES A OF 2015

Interest Rate	Maturity Date	Dated Date	CUSIP
_____	_____	_____, 2015	_____

Registered Owner _____

Principal Amount _____ Dollars

Spring Grove Area School District, York County, Pennsylvania (the “School District”), a school district existing under laws of the Commonwealth of Pennsylvania (the “Commonwealth”) for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date shown above, unless this Bond shall be redeemable and shall have been called for redemption and payment of the redemption price shall have been made or provided for, upon presentation and surrender hereof, the principal amount shown above, and to pay semi-annually on April 1 and October 1, beginning _____, 2015, interest on said principal sum at the annual rate shown above from the interest payment date next preceding the date of registration and

authentication of this Bond unless (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from said interest payment date, or (b) unless this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event the Bond shall bear interest from such interest payment date, or (c) the Bond is registered and authenticated on or prior to the Record Date preceding _____, 2015, in which event this Bond shall bear interest from _____, 2015, or (d) unless as shown by the records of the Paying Agent, interest on this Bond shall be in default, in which event this Bond shall bear interest from the date on which interest was last paid on this Bond until such principal sum is paid in full or provision for payment thereof duly has been made.

Principal and interest will be payable in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts at the corporate trust office of Manufacturers and Traders Trust Company, as Paying Agent, Authenticating Agent, Bond Registrar and Sinking Fund Depository (the "Paying Agent") in Harrisburg, Pennsylvania and Buffalo, New York. Interest on this Bond shall be payable by check drawn on the Paying Agent which shall be mailed to the registered owner hereof, whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the

payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name the Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday or legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania 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 in the Commonwealth of Pennsylvania are authorized to close and payment on such date shall have the same force and effect as if made on the stated date of payment.

This Bond is one of a series, which series has been approved by the Department of Community and Economic Development of the Commonwealth of Pennsylvania, of bonds of like date, known generally as Spring Grove Area School District General Obligation Bonds, Series A of 2015 (the “Bonds”), stated to mature in each of the years 20__ through 202__, inclusive, in the aggregate principal amount of \$__,000,000, issued in accordance with the Local Government Unit Debt Act, 53 Pennsylvania Consolidated Statutes, Section 8001 et seq., and by virtue of a Resolution of the Board of School Directors (the “Resolution”) of the Spring Grove Area School District duly adopted, and other certificates and sworn statements of the duly authorized officers of the School District filed with the Department of Community and Economic Development.

The Bonds are issued for the purposes of providing funds for and towards (1) currently refunding the outstanding Spring Grove Area School District General Obligation Bonds, Series A of 2009; and (2) paying all costs and expenses of issuance of the Bonds.

The Bonds maturing on or after _____ shall be subject to redemption prior to maturity, at the option of the School District, as a whole on _____, or any date thereafter, or in part, chosen by lot within a maturity by the Paying Agent, on _____, or on any date thereafter, in either case at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date.

The Bonds maturing on _____ (the "Term Bond") are also subject to redemption prior to maturity on the dates indicated in the following schedule from money to be deposited in the Sinking Fund at a redemption price of 100% of principal amount thereof plus interest accrued to the redemption date. The Paying Agent is required to redeem Term Bond by lot at said price and from said moneys (to the extent that Term Bond of the maturity currently required to be redeemed shall not have been previously redeemed) on the dates, from the maturity and in the annual principal amounts set forth in the following schedule, or such lesser amounts as shall at the time represent all of the Term Bond of the maturity currently required to be redeemed then outstanding:

<u>Redemption Date</u>	<u>Maturity From Which to be Redeemed</u>	<u>Annual Principal Amount</u>
		\$
		\$
(Maturity Date)		\$

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, a Bond shall be treated as representing that number of Bonds which is obtained by dividing the denomination thereof by \$5,000, each \$5,000 portion of such Bond being subject

to redemption. In the case of partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations, of like form, in aggregate amount equal to the unredeemed portion; provided, however, that if this Bond is registered in the name of The Depository Trust Company (“DTC”) or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Each redemption shall be made by mailing a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days but no more than forty-five (45) days prior to the date fixed for redemption to the registered owners of Bonds to be redeemed in whole or in part at the address shown on the registration books. Such notice shall specify the maturities and, if less than all then outstanding Bonds are to be redeemed, the numbers of the Bonds to be redeemed which may be expressed in designated blocks of numbers. Such notice shall also state the date fixed for redemption, that on such date the Bonds called for redemption will be due and become payable at the designated corporate trust office of the Paying Agent mentioned in the Bonds called for redemption, and that from and after such date interest thereon shall cease to accrue. Any defect in or failure to give such notice with respect to any particular Bond shall not affect the validity of any such redemption of other Bonds.

If the Board of School Directors of the School District shall have mailed notice of redemption, as above stated, and shall have provided funds for the payment of the principal of the Bonds so called for redemption and interest thereon to the date of redemption, interest on the principal amount so called for redemption shall cease to accrue after said redemption date. In connection with any such notice of

redemption, the CUSIP numbers assigned to the Bonds may be used, but reliance may be placed only on the identification number printed thereon.

It is hereby certified that all acts, conditions and things required to be done, happen or be performed precedent to and in the issuance of this Bond or in the creation of the debt of which this is evidence, have been done, happened and been performed, that the debt represented by this Bond is not in excess of any constitutional or statutory limitation, and that the full faith, credit and taxing power of the School District, subject to statutory restrictions and limitations, are hereby irrevocably pledged for the prompt payment of the principal and interest on this Bond.

The Bonds are issuable without coupons in the denomination \$5,000 or any integral multiple thereof.

This Bond will be transferred or exchanged for an equal aggregate principal amount of Bonds, in any authorized denomination, of the same maturity and form, only by presentation and surrender of this Bond to the Paying Agent at the designated corporate trust office accompanied by a written instrument or instruments in form, with instructions, and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered owner hereof or his attorney-in-fact or legal representative. Neither the School District nor the Paying Agent shall be required (a) to issue or transfer any Bonds during a period beginning at the close of business on the Record Date next preceding any interest payment date and ending at the close of business on the interest payment date or (b) to issue, transfer or exchange any Bonds during a period beginning at the close of business on the fifteenth (15th) day next preceding the date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given or (c) to transfer or exchange any Bond selected for redemption as a whole or in part until after the redemption date.

So long as DTC or its nominee, CEDE & Co., is the registered owner hereof, all payments of principal of and interest on this Bond shall be payable in the manner and at the respective time of payment provided for in the Letter of Representations.

The School District and any agent thereof may treat the registered owner or registered assigns of this Bond as the absolute owner hereof, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Paying Agent of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Spring Grove Area School District has caused this Bond to be executed in its name and on its behalf by the signature of the President of the Board of School Directors, and its corporate seal to be hereunto affixed, duly attested by the signature of the Secretary of the School District all as of _____, 2015.

SPRING GROVE AREA SCHOOL DISTRICT

PAYING AGENT'S CERTIFICATE OF
AUTHENTICATION

BY _____
President

This Bond is one of the General Obligation Bonds, Series A of 2015 described in the within-mentioned Resolution.

ATTEST:

Secretary

The statement of insurance printed herein refers to an original policy of insurance issued by _____ which is on file at the corporate trust office of the Paying Agent, located in Harrisburg, Pennsylvania.

(SEAL)

Date of Authentication:

The text of opinion attached hereto is the text of the opinion of Messrs. Stock and Leader, LLP, Bond Counsel, of York, Pennsylvania, an executed counterpart of which, dated the date of delivery of and payment for the series of bonds of which this Bond is one, is on file at the corporate trust office of the Paying Agent, located in Harrisburg, Pennsylvania.

MANUFACTURERS AND TRADERS
TRUST COMPANY, Paying Agent

BY _____
Authorized Representative

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ the within Bond issued by SPRING GROVE AREA SCHOOL DISTRICT and all rights thereunder and hereby irrevocably constitutes and appoints _____ Attorney to transfer said Bond on the books kept for the registration thereof with the full power of substitution in the premises.

Dated _____

Social Security or Federal Employer Identification Number of Transferee

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution who is a member of or a participant in a Securities Transfer Association recognized signature guarantee program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, attach the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries, the date of the trust and the name of the trustee.

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

(FORM OF BOND)

Registered
\$ _____

Number _____

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA

SPRING GROVE AREA SCHOOL DISTRICT
(York County, Pennsylvania)

GENERAL OBLIGATION BOND, SERIES B OF 2015

Interest Rate	Maturity Date	Dated Date	CUSIP
_____	_____	_____, 2015	_____

Registered Owner _____

Principal Amount _____ Dollars

Spring Grove Area School District, York County, Pennsylvania (the “School District”), a school district existing under laws of the Commonwealth of Pennsylvania (the “Commonwealth”) for value received, promises to pay to the order of the registered owner named hereon, or registered assigns, on the maturity date shown above, unless this Bond shall be redeemable and shall have been called for redemption and payment of the redemption price shall have been made or provided for, upon presentation and surrender hereof, the principal amount shown above, and to pay semi-annually on April 1 and October 1, beginning _____, 2015, interest on said principal sum at the annual rate shown above from the interest payment date next preceding the date of registration and

authentication of this Bond unless (a) this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from said interest payment date, or (b) unless this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding interest payment date, in which event the Bond shall bear interest from such interest payment date, or (c) the Bond is registered and authenticated on or prior to the Record Date preceding _____, 2015, in which event this Bond shall bear interest from _____, 2015, or (d) unless as shown by the records of the Paying Agent, interest on this Bond shall be in default, in which event this Bond shall bear interest from the date on which interest was last paid on this Bond until such principal sum is paid in full or provision for payment thereof duly has been made.

Principal and interest will be payable in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts at the corporate trust office of Manufacturers and Traders Trust Company, as Paying Agent, Authenticating Agent, Bond Registrar and Sinking Fund Depository (the "Paying Agent") in Harrisburg, Pennsylvania and Buffalo, New York. Interest on this Bond shall be payable by check drawn on the Paying Agent which shall be mailed to the registered owner hereof, whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each interest payment date (the "Record Date") on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such interest payment date, unless the School District shall be in default in payment of interest due on such interest payment date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the

payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owner of Bond not less than fifteen (15) days preceding such special record date. Such notice shall be mailed to the person in whose name the Bond is registered at the close of business on the fifth (5th) day preceding the date of mailing.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday or legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania 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 in the Commonwealth of Pennsylvania are authorized to close and payment on such date shall have the same force and effect as if made on the stated date of payment.

This Bond is one of a series, which series has been approved by the Department of Community and Economic Development of the Commonwealth of Pennsylvania, of bonds of like date, known generally as Spring Grove Area School District General Obligation Bonds, Series B of 2015 (the “Bonds”), stated to mature in each of the years 20__ through 202__, inclusive, in the aggregate principal amount of \$__,000,000, issued in accordance with the Local Government Unit Debt Act, 53 Pennsylvania Consolidated Statutes, Section 8001 et seq., and by virtue of a Resolution of the Board of School Directors (the “Resolution”) of the Spring Grove Area School District duly adopted, and other certificates and sworn statements of the duly authorized officers of the School District filed with the Department of Community and Economic Development.

The Bonds are issued for the purposes of providing funds for and towards (1) currently refunding the outstanding Spring Grove Area School District General Obligation Bonds, Series B of 2009; and (2) paying all costs and expenses of issuance of the Bonds.

The Bonds maturing on or after _____ shall be subject to redemption prior to maturity, at the option of the School District, as a whole on _____, or any date thereafter, or in part, chosen by lot within a maturity by the Paying Agent, on _____, or on any date thereafter, in either case at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date.

The Bonds maturing on _____ (the "Term Bond") are also subject to redemption prior to maturity on the dates indicated in the following schedule from money to be deposited in the Sinking Fund at a redemption price of 100% of principal amount thereof plus interest accrued to the redemption date. The Paying Agent is required to redeem Term Bond by lot at said price and from said moneys (to the extent that Term Bond of the maturity currently required to be redeemed shall not have been previously redeemed) on the dates, from the maturity and in the annual principal amounts set forth in the following schedule, or such lesser amounts as shall at the time represent all of the Term Bond of the maturity currently required to be redeemed then outstanding:

<u>Redemption Date</u>	<u>Maturity From Which to be Redeemed</u>	<u>Annual Principal Amount</u>
		\$
		\$
(Maturity Date)		\$

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, a Bond shall be treated as representing that number of Bonds which is obtained by dividing the denomination thereof by \$5,000, each \$5,000 portion of such Bond being subject

to redemption. In the case of partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations, of like form, in aggregate amount equal to the unredeemed portion; provided, however, that if this Bond is registered in the name of The Depository Trust Company (“DTC”) or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

Each redemption shall be made by mailing a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days but no more than forty-five (45) days prior to the date fixed for redemption to the registered owners of Bonds to be redeemed in whole or in part at the address shown on the registration books. Such notice shall specify the maturities and, if less than all then outstanding Bonds are to be redeemed, the numbers of the Bonds to be redeemed which may be expressed in designated blocks of numbers. Such notice shall also state the date fixed for redemption, that on such date the Bonds called for redemption will be due and become payable at the designated corporate trust office of the Paying Agent mentioned in the Bonds called for redemption, and that from and after such date interest thereon shall cease to accrue. Any defect in or failure to give such notice with respect to any particular Bond shall not affect the validity of any such redemption of other Bonds.

If the Board of School Directors of the School District shall have mailed notice of redemption, as above stated, and shall have provided funds for the payment of the principal of the Bonds so called for redemption and interest thereon to the date of redemption, interest on the principal amount so called for redemption shall cease to accrue after said redemption date. In connection with any such notice of

redemption, the CUSIP numbers assigned to the Bonds may be used, but reliance may be placed only on the identification number printed thereon.

It is hereby certified that all acts, conditions and things required to be done, happen or be performed precedent to and in the issuance of this Bond or in the creation of the debt of which this is evidence, have been done, happened and been performed, that the debt represented by this Bond is not in excess of any constitutional or statutory limitation, and that the full faith, credit and taxing power of the School District, subject to statutory restrictions and limitations, are hereby irrevocably pledged for the prompt payment of the principal and interest on this Bond.

The Bonds are issuable without coupons in the denomination \$5,000 or any integral multiple thereof.

This Bond will be transferred or exchanged for an equal aggregate principal amount of Bonds, in any authorized denomination, of the same maturity and form, only by presentation and surrender of this Bond to the Paying Agent at the designated corporate trust office accompanied by a written instrument or instruments in form, with instructions, and with guarantee of signature satisfactory to the Paying Agent, duly executed by the registered owner hereof or his attorney-in-fact or legal representative. Neither the School District nor the Paying Agent shall be required (a) to issue or transfer any Bonds during a period beginning at the close of business on the Record Date next preceding any interest payment date and ending at the close of business on the interest payment date or (b) to issue, transfer or exchange any Bonds during a period beginning at the close of business on the fifteenth (15th) day next preceding the date of selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given or (c) to transfer or exchange any Bond selected for redemption as a whole or in part until after the redemption date.

So long as DTC or its nominee, CEDE & Co., is the registered owner hereof, all payments of principal of and interest on this Bond shall be payable in the manner and at the respective time of payment provided for in the Letter of Representations.

The School District and any agent thereof may treat the registered owner or registered assigns of this Bond as the absolute owner hereof, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Paying Agent of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Spring Grove Area School District has caused this Bond to be executed in its name and on its behalf by the signature of the President of the Board of School Directors, and its corporate seal to be hereunto affixed, duly attested by the signature of the Secretary of the School District all as of _____, 2015.

SPRING GROVE AREA SCHOOL DISTRICT

PAYING AGENT'S CERTIFICATE OF
AUTHENTICATION

BY _____
President

This Bond is one of the General Obligation Bonds, Series B of 2015 described in the within-mentioned Resolution.

ATTEST:

Secretary

The statement of insurance printed herein refers to an original policy of insurance issued by _____ which is on file at the corporate trust office of the Paying Agent, located in Harrisburg, Pennsylvania.

(SEAL)

Date of Authentication:

The text of opinion attached hereto is the text of the opinion of Messrs. Stock and Leader, LLP, Bond Counsel, of York, Pennsylvania, an executed counterpart of which, dated the date of delivery of and payment for the series of bonds of which this Bond is one, is on file at the corporate trust office of the Paying Agent, located in Harrisburg, Pennsylvania.

MANUFACTURERS AND TRADERS
TRUST COMPANY, Paying Agent

BY _____
Authorized Representative

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto _____ the within Bond issued by SPRING GROVE AREA SCHOOL DISTRICT and all rights thereunder and hereby irrevocably constitutes and appoints _____ Attorney to transfer said Bond on the books kept for the registration thereof with the full power of substitution in the premises.

Dated _____

Social Security or Federal Employer Identification Number of Transferee

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution who is a member of or a participant in a Securities Transfer Association recognized signature guarantee program.

NOTICE: No transfer will be registered and no new Bond will be issued in the name of the Transferee, unless the signature to this assignment corresponds with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, attach the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries, the date of the trust and the name of the trustee.

6. The Board of School Directors of the School District finds that a private sale by negotiation is in the best financial interest of the School District and the Bonds are hereby awarded at such sale to RBC Capital Markets, LLC, (the “Purchaser”) in accordance with the purchase bid (the “Bond Purchase Contract”) with the Purchaser for the purchase of the Bonds, as presented and read at this meeting, which Bond Purchase Contract is hereby accepted. The proper officers of the School District are authorized and directed to sign a copy of the Bond Purchase Contract and to return it to the Purchaser. A copy of the Bond Purchase Contract is attached hereto as Exhibit “A”. The purchase price for the 2015 A Bonds, including underwriting discount and net original issue discount or original issue premium shall not be less than 95% or more than 115% of the aggregate principal amount of the 2015 A Bonds to be issued and delivered by the School District. The sale of the 2015 A Bonds is conditioned upon the School District receiving a present value savings, net of all costs and expenses associated with the 2015 A Bonds and their issuance and state reimbursement, of not less than 3.0% (or such lesser amount which is duly authorized by resolution of the Board of School Directors for the School District). The purchase price for the 2015 B Bonds, including underwriting discount and net original issue discount or original issue premium shall not be less than 95% or more than 115% of the aggregate principal amount of the 2015 B Bonds to be issued and delivered by the School District. The sale of the 2015 B Bonds is conditioned upon the School District receiving a present value savings, net of all costs and expenses associated with the 2015 B Bonds and their issuance and state reimbursement, of not less than 3.0% (or such lesser amount which is duly authorized by resolution of the Board of School Directors for the School District). The President or Vice President of the Board are hereby authorized and directed to execute on behalf of the School District the Addendum to Bond Purchase Agreement (the “Confirmation”) along with such instruments and documents as may be

necessary or appropriate to establish the final maturity schedule, interest rates and purchase price for the Bonds upon receipt of information and finding that said information and related documentation is consistent with and authorized by the Bond Purchase Contract and this Resolution. The maximum principal payment amounts and maximum interest rates authorized hereunder are set forth on Schedule I of the Bond Purchase Agreement. The authorization herein set forth shall terminate at 11:59 p.m. on April 20, 2015, but may be extended at any time prior to the termination date by resolution of the Board.

7. The Bonds will be in registered form without coupons. The Bonds shall be issued in denominations of Five Thousand (\$5,000.00) Dollars or any integral multiple thereof and will bear interest payable semi-annually on April 1 and October 1 of each year beginning on a date as set forth in the final confirmation. The Bonds shall be dated and bear interest from the date of issuance, at such rates as are stated in the Purchase Contract and Confirmation. The Bonds shall be subject to prior redemption at the times, in the manner, on the dates and upon the terms and conditions set forth in the form of Bonds contained herein. The School District may purchase Bonds at a price of no more than par in lieu of scheduled redemptions.

8. The School District hereby covenants to establish Sinking Funds for the payment of the Bonds hereby authorized, in accordance with the Act. The Sinking Funds shall be known as the “Sinking Fund, Spring Grove Area School District, General Obligation Bonds, Series A of 2015” and “Sinking Fund, Spring Grove Area School District, General Obligation Bonds, Series B of 2015”

9. The refunding of the Refunded Bonds is authorized and permitted under Section 8241(b)(1) of the Act. With respect to the 2015 A Bonds, the capital projects or facilities originally financed have a remaining useful life of at least fourteen (14) years, with the aggregate principal

amount of the 2015 A Bonds being stated to mature prior to the end of such useful life. With respect to the 2015 B Bonds, the capital projects or facilities originally financed have a remaining useful life of at least five (5) years, with the aggregate principal amount of the 2015 B Bonds being stated to mature prior to the end of such useful life. The first maturity of principal of the Bonds has not been deferred beyond two years from date of issue of the Bonds.

10. If it is determined to be in the best financial interest of the School District, the School District hereby authorizes the purchase and acceptance of an insurance policy insuring the Bonds and directs that all necessary actions be taken to purchase and issue a policy of insurance on the Bonds. The appropriate premium shall be promptly paid at the closing for the Bonds.

11. Manufacturers and Traders Trust Company, Harrisburg, Pennsylvania and Buffalo, New York, is hereby designated as the paying agent, authenticating agent, bond registrar and sinking fund depository (the "Paying Agent") for the Bonds and the proper officers of the School District are hereby authorized and directed to contract with said bank for such services.

12. The Bonds may be executed by facsimile or original signature of the President or Vice President of the Board of School Directors and a facsimile or original of the corporate seal of the District shall be imprinted thereon, attested by the facsimile or original signature of the Secretary or Assistant Secretary of the Board. The Bonds shall be authenticated by the Paying Agent. The President, Secretary or Treasurer is hereby authorized and directed to deliver said Bonds to the Purchasers and to receive payment therefor on behalf of the School District after sale of said Bonds in the manner required by law and this Resolution and to take all further necessary or desirable action to effect the sale and delivery of the Bonds.

13. The School District hereby covenants with the Holders from time to time of the Bonds that it will make no use of the proceeds of the Bonds which, if such use had been reasonably expected on the date of such Bonds, would have caused such Bonds to be “arbitrage bonds” within the meaning of Sections 103 and 148 of the Code and the regulations thereunder. It will also comply with the requirements of said Sections and said regulations throughout the term of the Bonds, including, but not limited to, the prohibition against intentionally using any portion of the proceeds in a manner which would cause such Bonds to be “arbitrage bonds.”

14. The School District, in order to enable the Underwriter to comply with the continuing Disclosure Requirements of the Securities and Exchange Commission Rule 15c2-12 (the “Rule”), will undertake in an appropriate written agreement or contract (the “Agreement”) for the benefit of the Holders and/or Registered Owners from time to time of the Bonds to provide, directly or indirectly, to the Electronic Municipal Market Access System (“EMMA”) and to the appropriate State information depository (“SID”), if any, within such time period or periods as the Rule shall require of the end of each fiscal year of the School District annual financial information and operating data generally consistent with the information contained or cross-referenced in the Official Statement for the Bonds including audited financial statements of the School District prepared in conformity with generally accepted accounting principles, as applied to governmental units. The Agreement will also provide that the School District will in a timely manner file or cause to be filed notice with the Municipal Securities Rulemaking Board (the “MSRB”) and the SID of: (i) a failure to provide required annual financial information on or before such time period or periods as the Rule shall require within which period or periods the School District has undertaken to comply or (ii) the occurrence of any of the following events with respect to the Bonds, if material: (1) principal and interest payment delinquencies,

(2) non-payment related defaults, if material, (3) unscheduled draws on debt service reserves reflecting financial difficulties, (4) unscheduled draws on credit enhancements reflecting financial difficulties, (5) substitution of credit or liquidity providers, or their failure to perform, (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds, (7) modifications to rights of holders of the Bonds, if material, (8) bond calls, if material, and tender offers, (9) defeasances, (10) release, substitution, or sale of property securing repayment of the Bonds, if material, (11) rating changes, (12) bankruptcy, insolvency, receivership or similar event of the School District, (13) the consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, and (14) appointment of a successor or additional trustee or the change of name of a trustee, if material. The proper officers of the School District are hereby authorized and directed to take all appropriate action to effectuate compliance with the Continuing Disclosure Requirements of the Rule, which action may, in the discretion of such officers, include without limiting the foregoing generality, entering into a separate written agreement with the Underwriter or other third party to whom Rule compliance can be properly delegated or modifying the form of the Bonds approved herein to include a covenant for the benefit of the holders and/or registered owners of the Bonds.

15. The form of the Preliminary Official Statement presented to this meeting is hereby approved, with such changes as the officers and counsel to the School District may advise. The

President of the Board of School Directors is hereby authorized to make public and to distribute or cause to be distributed an Official Statement for the Bonds substantially in the form presented to the School District at this meeting with such changes, omissions, insertions and revisions as such officer shall deem advisable, and the President and Vice President are hereby authorized to sign and deliver or cause to be delivered such Official Statement to the Underwriters within seven (7) business days of the sale of the respective Bonds. The School District hereby authorizes and directs the Underwriter to file the Official Statement with EMMA immediately upon receipt by the Underwriter of the Official Statement. The School District further authorizes the Underwriter to file the Official Statement with the MSRB.

16. The School District hereby approves the plan of refunding for the Refunded Bonds in the form presented by Concord Public Financial Advisors, Inc. to this meeting with such changes as Bond Counsel may advise.

This School District shall currently refund and does hereby exercise its option to redeem the Bonds on the date of closing for the Bonds as set forth and established by the Confirmation, all in accordance with the rights and privileges reserved to this School District in the 2009 A Bonds Resolution and 2009 B Bonds Resolution and in accordance with the notices of redemption.

The proper officers of the School District are hereby authorized and directed to take all action and enter into any agreements required by this Resolution in connection with the plan of refunding. The Paying Agent for the Refunded Bonds is hereby authorized and directed to timely provide the appropriate notices of redemption and take all other action in connection with the redemption of the Refunded Bonds.

17. Stock and Leader, LLP, York, Pennsylvania, is hereby appointed Bond Counsel with respect to the Bonds.

18. Concord Public Financial Advisors, Inc., Lancaster, Pennsylvania, is hereby appointed the Financial Advisor with respect to the Bonds.

19. The proper officers of the School District are hereby authorized and directed to take all other action and enter into any additional agreements required by the Act or this Resolution in connection with the issuance of the Bonds and to pay, on behalf of the School District, the costs of issuance of the Bonds.

20. All resolutions or parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

[Intentionally Left Blank]

ADOPTED this 20th day of October, 2014.

Attest:

SPRING GROVE AREA SCHOOL DISTRICT

Secretary

BY _____
President

(SEAL)