

WINFIELD TOWNSHIP
Butler County, Pennsylvania

\$700,000
GENERAL OBLIGATION NOTE, SERIES 2009

OFFICERS CERTIFICATE TO BANK

I, the undersigned officer of the above-named Local Government Unit, hereby certify that:

1. Included in the closing transcript is a duplicate original of the transcript of proceedings (the "Transcript") relating to the issuance of a Note in the principal amount stated above (the "Note"), which was filed with and approved by the Department of Community and Economic Development of the Commonwealth of Pennsylvania (the "Department").
2. Included is the Certificate of Approval issued by the Department.
3. Delivered herewith is the Note, which has been duly executed by the Local Government Unit and is in the form authorized by the governing body of the Local Government Unit.
4. No action has been taken to amend, alter or terminate the proceedings for the authorization and issuance of the Note and the Ordinance adopted as part of the proceedings has been duly and regularly adopted, remains in full force and effect and has been duly entered into and recorded in the minutes of the Local Government Unit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Local Government Unit this 1st day of April, 2009.

(SEAL)

WINFIELD TOWNSHIP

By: Victoria Schneider
Victoria Schneider, Secretary

WINFIELD TOWNSHIP
Butler County, Pennsylvania
GENERAL OBLIGATION NOTE, SERIES PNC-2009
Non-Revolving Line of Credit

\$700,000 Principal Amount	80% of the Prime Rate Interest Rate	April 1, 2009 Dated Date	April 1, 2012 Maturity Date
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The above named Local Government Unit, intending to be legally bound, promises to pay to the registered owner shown on the attached registration form in such coin or currency as at the time and place of payment is legal tender for the payment of public and private debts, without any right of set-off, the lesser of (i) the Principal Amount set forth above, or (ii) the aggregate unpaid principal amount of all advances made by the Bank (as hereinafter defined) to the Local Government Unit, on the sooner to occur of the Maturity Date or the date upon which The Pennsylvania Infrastructure Investment Authority loan to the Local Government Unit closes. Interest is due semiannually on each October 1 and April 1, commencing on October 1, 2009, to the date of maturity, or upon earlier prepayment. One half of the outstanding principal shall be due and payable on April 1, 2011. Any outstanding principal and accrued interest shall be due and payable in full on April 1, 2012. The Principal Amount from time to time outstanding under this Note will bear interest at the Interest Rate shown above, not to exceed twelve percent (12.00%).

A request for advance may only be made in accordance with Section 5 of the Ordinance of the Local Government Unit enacted February 26, 2009. PNC Bank, National Association (the "Bank") shall be entitled to rely upon the authority of any person providing such requisition. The Local Government Unit hereby indemnifies and holds the Bank harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) which may arise or be created by making such advances. The Bank will enter on its books and records, which entry when made will be presumed correct, the date and amount of each advance, as well as the date and amount of each payment or prepayment made by the Local Government Unit.

Interest will be calculated on the basis of a year of 360 days for 30 days in each interest period.

The Local Government Unit has the right to prepay all or part of the outstanding principal and interest hereunder at any time.

As security for the payment of this Note, the Local Government Unit hereby covenants with the registered owner hereof that it will include the amount of the debt service payable hereunder in its budget for the applicable fiscal year, will appropriate such amounts to the payment of such debt service and will duly and punctually pay or cause to be paid the entire principal hereof and the interest hereon at the place, on the dates and in the manner stated above, according to the true meaning and intent hereof, and for such budgeting, appropriation and payment, the Local Government Unit hereby pledges its full faith, credit and taxing power.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Note.

In the event of a default hereunder, the entire principal balance hereof shall, at the option of the holder, accelerate and shall be and become immediately due and payable without notice or demand and the Local

Government Unit will pay the registered owner's reasonable costs and expenses incurred in collection of the amounts due hereunder.

This Note evidences a borrowing for a Project under the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended, pursuant to an Ordinance of the Local Government Unit duly and regularly enacted in accordance with the provisions of the Debt Act.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Note, or in the creation of the indebtedness of which this Note is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law, and that the debt evidenced by this Note is not in excess of any constitutional or statutory limitation.

This Note is a Qualified Tax-Exempt Obligation within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

WITNESS the due execution hereof as of the Dated Date set forth above.

ATTEST:

WINFIELD TOWNSHIP

Victoria Schneider
Victoria Schneider, Secretary

By: Flo E. Allison
Flo E. Allison, Chairman

(SEAL)