

SECTION 12. This City shall covenant in the Guaranty Agreement and does hereby covenant to and with the Trustee, the Authority and the holders of the Bonds that shall be Outstanding, as such term is defined in the Indenture, that this City: (1) shall include the Debt Service, as such phrase is defined in the Guaranty Agreement, payable in respect of its guaranty pursuant to the Guaranty Agreement, for each Fiscal Year, as such phrase is defined in the Guaranty Agreement, in which such sums are payable in its budget for that Fiscal Year; (2) shall appropriate such amounts from its tax or other general revenues for payment to the Trustee of its obligations under the Guaranty Agreement; and (3) shall duly and punctually pay or cause to be paid from its sinking fund (hereinafter referred to) or any other of its revenues or funds the amount payable in respect of such guaranty, at the dates and place and in the manner provided in the Guaranty Agreement, according to the true intent and meaning thereof; and for such budgeting, appropriation and payment in respect of such guaranty, this City shall and does pledge, irrevocably, its full faith, credit and taxing power. The foregoing covenants of this City shall be enforceable specifically.

For the purposes of complying with the foregoing covenant, this City covenants that it shall budget the amounts set forth in Exhibit A which is attached hereto and made part hereof, such amounts being such Debt Service with respect to the Bonds for the Fiscal Years in which such amounts are payable, and shall appropriate and shall pay over to the Trustee such amounts; subject, however, to provisions of the Guaranty Agreement with respect to credit for certain sums that shall be available for such Debt Service under the Indenture, all as more fully set forth in the Guaranty Agreement.

This City also shall covenant in the Guaranty Agreement and does hereby covenant that, to the extent sufficient money shall not be available in its then current budget at any time when payments are required under the Guaranty Agreement, and if it shall be unable to incur debt lawfully in the current year for the purpose or to issue tax anticipation notes or otherwise to satisfy its obligations under the Guaranty Agreement, it shall include any amounts so payable by it in its

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