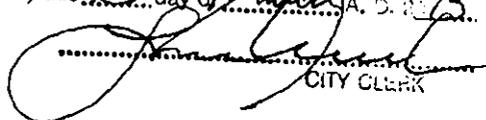


CITY OF READING
COUNTY OF BERKS
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. 13-2013
ENACTED: MARCH 11, 2013

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 11 day of March A. D. 20 13. Witness my hand and seal of the said City this 15 day of March A. D. 13.


CITY CLERK

AN ORDINANCE OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE PROMISSORY NOTES OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF ONE MILLION THREE HUNDRED EIGHTY THOUSAND THIRTEEN DOLLARS AND NINETY ONE CENTS (\$1,380,013.91) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA. C.S. CHAPTERS 80-82, AS AMENDED AND SUPPLEMENTED (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THE CITY; DETERMINING THAT SUCH NOTES SHALL EVIDENCE NONELECTORAL DEBT OF THE CITY; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS TO FINANCE A PROJECT OF THE CITY WHICH CONSISTS OF, AMONG OTHER THINGS: (1) THE ACQUISITION OF CERTAIN PUBLIC SAFETY RADIO EQUIPMENT AND SYSTEMS, AND (2) PAYING THE COSTS AND EXPENSES OF ISSUING THE NOTES; SETTING FORTH A REASONABLE ESTIMATE OF THE USEFUL LIVES OF THE PROJECTS TO BE FINANCED; ACCEPTING A COMMITMENT FOR THE PURCHASE OF SUCH NOTES AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH NOTES, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE CITY; FIXING THE FORM, NUMBER, DATE, INTEREST AND MATURITY THEREOF AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTES; AUTHORIZING SPECIFIED OFFICERS OF THE CITY TO CONTRACT WITH THE PAYING AGENT FOR ITS SERVICES IN CONNECTION WITH THE NOTES, IF NECESSARY; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTES EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH NOTES; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH NOTES TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY IN SUPPORT THEREOF; CREATING A SINKING FUND IN CONNECTION WITH SUCH NOTES, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITORY; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE CITY TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE NOTES, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH NOTES, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE CITY, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING PROPER OFFICERS OF THE CITY TO DELIVER THE NOTES UPON

THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INSOFAR AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the City of Reading, Berks County, Pennsylvania (the "City"), was incorporated under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, it is necessary that the indebtedness of the City be increased for the purposes of providing funds to fund a project which consists of, among other things, (1) the acquisition of certain public safety radio equipment and systems, and (2) paying the costs and expenses of issuing the Notes (hereinafter defined) (the "Project"); and

WHEREAS, it is necessary that the indebtedness of the City be increased for the purpose of funding the Project; and

WHEREAS, the proposed increase of debt, together with its nonelectoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of the City, pursuant to constitutional and statutory authority, to be exceeded; and

WHEREAS, the City received a commitment letter for the financing of the Project (the "Commitment Letter") from the County of Berks, Pennsylvania (the "Purchaser"); and

WHEREAS, the City desires to formally approve the Project, to accept the Commitment Letter and to authorize the incurrence of nonelectoral debt under the Act, and the execution and delivery of the Commitment Letter.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The aggregate principal amount of the Promissory Notes (the "Notes") of the City of Reading, Berks County, Pennsylvania, proposed to be issued shall be \$1,380,013.91. The Notes shall be incurred as nonelectoral debt.

SECTION 2. The City hereby approves the Project to be undertaken consisting of, among other things, (1) the acquisition of certain public safety radio equipment and systems, and (2) paying the costs and expenses of issuing the Notes.

It is hereby determined and declared that the estimated useful life of the projects to be financed with the proceeds of the Notes is at least 8 years.

It is hereby certified that an aggregate principal amount of the Notes at least equal to the realistic estimated cost of each such capital project shall mature prior to the end of the useful life of such project. Stated installments or maturities of principal of the Notes will not be deferred beyond the later of one year after the estimated date for the completion of the construction portion of the Project, if any, or two years from the date of issuance of the Notes.

SECTION 3. Said indebtedness shall be evidenced by one or more promissory notes in the aggregate principal amount of \$1,380,013.91 dated the date of issuance thereof. In accordance with the provisions of the Commitment Letter, the Notes shall bear interest at a rate of zero percent per annum. The Notes shall mature in annual installments of principal as shown on the attached Schedule hereinafter referred to as Exhibit A.

The City reserves the right to prepay all or part of any installments of principal at any time prior to the respective payment dates thereof, without notice or penalty, as more fully provided in the form of Notes.

The principal of said Notes shall be payable at the office of the sinking fund depository selected for the Notes as hereinafter provided.

SECTION 4. The Notes are hereby declared to be a general obligation of the City. The City hereby covenants that it shall include the amount of debt service on the Notes for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts from its general revenues for the payment of such debt service; and shall duly and punctually pay or cause to be paid from its general revenues the principal of the Notes and the interest thereon at the dates and places and in the manner stated in the Notes according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the City are hereby irrevocably pledged.

As additional security for the Notes, the City is hereby authorized to grant to the Purchaser a purchase money security interest in and to the equipment purchased with the proceeds of the Notes.

SECTION 5. The Notes, when issued, will be a general obligation of the City.

SECTION 6. The form of said Notes shall be substantially as shown on the attached Exhibit B.

SECTION 7. The Notes shall be executed in the name and under the corporate seal of the City by the Mayor and attested to by the City Clerk or Assistant City Clerk of the City. The City Clerk is hereby authorized and directed to deliver said Notes to the Purchaser, and receive payment therefor on behalf of the City. The City Clerk or Assistant City Clerk is authorized and directed to prepare, verify and file the debt statement required by Section 8110 of the Act, and to take other necessary action, including, if necessary or desirable, the filing, either before or after the issuance of the Notes, of additional debt statements or any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

SECTION 8. The Paying Agent (as hereinafter defined) is hereby designated as the Sinking Fund Depository for the Notes, and there is hereby created and established a Sinking Fund, to be known as "City of Reading, Berks County, Pennsylvania, Sinking Fund – Promissory Notes," for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The City shall deposit into the Sinking Fund, which shall be maintained until the Notes are paid in full, sufficient amounts for payment of principal and interest on the Notes no later than the date upon

which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by the City withdraw available monies in the Sinking Fund and apply said monies to payment of the principal of and interest on the Notes.

SECTION 9. The proper officers of the City are hereby authorized, empowered and directed to contract with a bank or bank and trust company authorized to do business in the Commonwealth of Pennsylvania and who has an office in the Commonwealth of Pennsylvania (the "Paying Agent"), for its services as paying agent and sinking fund depository in accordance with the terms and conditions of the Commitment Letter, this Ordinance and the Act. Payment of the principal of and interest on the Notes shall be made, when due, in accordance with the provisions of the Notes, at the corporate trust office of the Paying Agent in lawful money of the United States of America.

SECTION 10. In compliance with Section 8161 of the Act, Council has determined that a private sale by negotiation, rather than public sale, is in the best financial interest of the City. The Commitment Letter is hereby accepted and the Notes are hereby awarded and sold to the Purchaser in accordance with its commitment to purchase the said Notes at par; provided the Notes are dated the date of delivery thereof to the Purchaser and are in substantially the form set forth in Exhibit B to this Ordinance with such changes as may be approved by the officers of the City executing such Notes; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act. A copy of said Commitment Letter shall be attached hereto as Exhibit C and lodged with the official minutes of this meeting and is hereby incorporated herein by reference.

SECTION 11. The action of the proper officers and the advertising of a summary of this Ordinance as required by law in a newspaper of general circulation in the City, is ratified and confirmed. The advertisement of enactment in said newspaper is hereby directed within fifteen (15) days following the day of final enactment.

SECTION 12. The proper officers of the City are hereby authorized to execute and deliver such other documents, including any additional documents, certificates and agreements required by the Commitment Letter, and to take such other action as may be necessary or proper to effect the completion of the financing or the intent and purposes of this Ordinance.

SECTION 13. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that the remainder of this Ordinance shall remain in full force and effect.

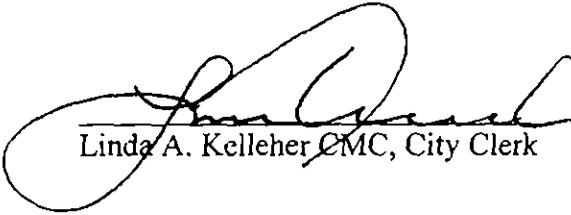
SECTION 14. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

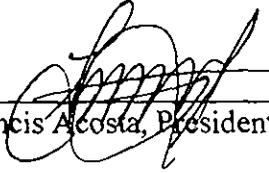
SECTION 15. This Ordinance shall be effective in accordance with Section 8003 of the Act.

DULY ENACTED, THIS 11TH DAY OF MARCH, 2013, BY THE COUNCIL
OF CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION
DULY ASSEMBLED.

Attest:

CITY OF READING
Berks County, Pennsylvania


Linda A. Kelleher CMC, City Clerk

By: 
Francis Acosta, President of Council



(SEAL)

EXHIBIT A

Principal Payment Schedule

<u>Annual Principal Payment</u>	<u>Amount</u>
2013	\$197,144.84
2014	197,144.84
2015	197,144.84
2016	197,144.84
2017	197,144.84
2018	197,144.84
2019	197,144.84

EXHIBIT B

Form of Note

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount:

Effective Date:

FOR VALUE RECEIVED, the "*Maker*" (meaning, each entity executing this Promissory Note and Security Agreement (this "*Note*")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "*Holder*"), the principal sum of: _____ Dollars (_____) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "*Public Safety System*"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "*Maturity Date*").

2. Payment; Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of _____ Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "*Event of Default*" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest; Representations; Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "Collateral") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "End-User") shall execute deliver to the Holder, a System User Agreement (the "System User Agreement") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "Regulations"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAID AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer; Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law; Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

this Note shall be litigated in such courts. Each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

10. Notices. Any notice required or permitted by this Note shall be in writing and shall be sent by First Class mail, postage prepaid, to the appropriate addresses set forth below:

If to the Maker: City of Reading
815 Washington Street
Reading, PA 19601
Att.: Managing Director

If to the Holder: Berks County Department of Emergency Services
2561 Bernville Road
Reading, PA 19605
Attn: Brian A. Gottschall, Director of Emergency
Services

With a Copy to: The County of Berks, Pennsylvania
Attn: Solicitor
633 Court Street
Reading, PA 19601

11. No Warranty; Release. The Holder makes no warranty of any kind or nature whatsoever, express or implied, with respect to the Collateral or the Public Safety System including, without limitation, any representation or warranty of service, performance, or fitness for a particular purpose. The Maker acknowledges and agrees that the Holder is not the manufacturer, vendor, seller or distributor of the Collateral, and that the Maker shall not look to the Holder for any warranty or guaranty of any kind or nature whatsoever. As a material inducement to the Holder to provide the purchase money financing to the Maker evidenced by this Note, the Maker completely, irrevocably and unconditionally releases and discharges the Holder of and from any and all manner of actions, causes of action, suits, rights, claims, liabilities and demands, whatsoever, in law or in equity, known or unknown, which the Maker now or ever has, or which the Maker's agents, assigns or constituents now or ever have, against the Holder or its agents, employees and assigns by reason of or relating in any manner to the Public Safety System or the Collateral, or its design, installation, operation, or maintenance.

12. Owner. The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturers' warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 hereof, the entity listed on "Exhibit "C"" attached hereto and incorporated herein by this reference.

13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"

By: _____

Name: _____

Title: _____

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

CITY
POLICE

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$652,944.75

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "Maker" (meaning, each entity executing this Promissory Note and Security Agreement (this "Note")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "Holder"), the principal sum of six hundred fifty two thousand nine hundred forty four and 75/100 Dollars (\$652,944.75) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "*Public Safety System*"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "*Maturity Date*").

2. Payment: Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of ninety three thousand two hundred seventy seven and 82/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "*Event of Default*" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest: Representations: Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "*Collateral*") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "*End-User*") shall execute deliver to the Holder, a System User Agreement (the "*System User Agreement*") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "*Regulations*"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAID AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer: Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law; Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

this Note shall be litigated in such courts. Each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

10. Notices. Any notice required or permitted by this Note shall be in writing and shall be sent by First Class mail, postage prepaid, to the appropriate addresses set forth below:

If to the Maker: City of Reading
815 Washington Street
Reading, PA 19601
Att.: Managing Director

If to the Holder: Berks County Department of Emergency Services
2561 Bernville Road
Reading, PA 19605
Attn: Brian A. Gottschall, Director of Emergency
Services

With a Copy to: The County of Berks, Pennsylvania
Attn: Solicitor
633 Court Street
Reading, PA 19601

11. No Warranty; Release. The Holder makes no warranty of any kind or nature whatsoever, express or implied, with respect to the Collateral or the Public Safety System including, without limitation, any representation or warranty of service, performance, or fitness for a particular purpose. The Maker acknowledges and agrees that the Holder is not the manufacturer, vendor, seller or distributor of the Collateral, and that the Maker shall not look to the Holder for any warranty or guaranty of any kind or nature whatsoever. As a material inducement to the Holder to provide the purchase money financing to the Maker evidenced by this Note, the Maker completely, irrevocably and unconditionally releases and discharges the Holder of and from any and all manner of actions, causes of action, suits, rights, claims, liabilities and demands, whatsoever, in law or in equity, known or unknown, which the Maker now or ever has, or which the Maker's agents, assigns or constituents now or ever have, against the Holder or its agents, employees and assigns by reason of or relating in any manner to the Public Safety System or the Collateral, or its design, installation, operation, or maintenance.

12. Owner. The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturers' warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 hereof, the entity listed on "Exhibit "C"" attached hereto and incorporated herein by this reference.

13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

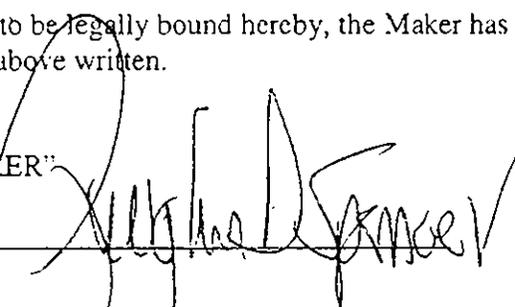
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"

By: _____

Name: _____

Title: _____



Vaughn D. Spencer
Mayor

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

City of Reading Police Department

Description	Quantity		
RADIOS/MAIN BATTERIES			
APX 4000 Single Band Portable D3 - Single Bay AC Charger, with 2300 mAh Intrinsically Safe Battery		185	
APX 6000 Single Band Portable D3 - Single Bay AC Charger, with battery		0	
APX 7000 Dual Band Portable D1 - Dual (Mod 1.5) - Single Bay AC Charger, with battery:		0	
	and second band:		
APX 7000 Dual Band Portable (Mod 3.5 - Dual D3) - Single Bay AC Charger, with battery:		0	
	and second band:		
APX 4500 Single Band Mobile - dash mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	1
APX 4500 Single Band Mobile - remote mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	2
APX 4500 Single Band Mobile - dash mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	3
APX 4500 Single Band Mobile - remote mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		62	4
APX 6500 Single Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	5
APX 6500 Single Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	6
APX 7500 Dual Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band.		0	7
APX 7500 Dual Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band.		0	8
APX4500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		3	9
APX6500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	10
APX7500 Control Station (Dual Band Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antennas and Mounts in band.		0	11
APX7500 Console/ette (Single Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, includes (1) IP Handset		0	12
APX7500 Console/ette (Dual Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, includes (1) IP Handset		0	13
Code Plug Template Management		17	

Radio Number to Reference Custom Work Below

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

City of Reading Police Department

PORTABLE OPTIONS AND ACCESSORIES

Programming		185
Extend Warranty Beyond Year 4 (each additional year)		555
Encryption (AES) with 3 Day Key Retention		185
Enable Bluetooth (APX 6000 only) - QA00553		0
Enable Bluetooth (APX 7000 only) - QA01729 & QA00553		0
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button. Windproofing. Ruggedized*-PMLN4065		0
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the head of the microphone, orange button Noise-Canceling. - BASIC UNIT IP54*-PMLN4062		168
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Ruggedized*-HMN4101		0
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Ruggedized*-HMN4103		0
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windproofing and Ruggedized*-HMN4104 - RECOMMENDED FOR USE WITH APX 4000		0
Bluetooth Module, NFP, 12" CABLE-NTN2570		0
Replacement Earpiece for Above W/12" CABLE-NTN2572		0
Bluetooth Module, NFP, 9.5" CABLE-NTN2573		0
Replacement Earpiece for Above W/9.5" CABLE-NTN2575		0
Headset - Boom Micro Temple Transducer-PMLN5101A		0
Headset - Boomless Temple Transducer - RMN5116A		0
Headset - Lightweight RMN5058		0
Headset - Heavy Duty Noise Reducing PMLN5275		0
CARRY CASE SHOULDER STRAP - NTN5243A (For use w/ leather cases w/ "D" Rings)		0
APX4000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN6085A (For use w/ 2300 & 2900 batteries)		185
APX5000 Leather Carry Case 3 inch FIXED belt loop - PMLN5658A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5657A (For use w/ 2900 & 2150 MAH batteries)		0
APX5000 Leather Carry Case 3 inch FIXED belt loop - PMLN5660A (For use w/ 4100 & 4200 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5659A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5876A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5875A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5879A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5877A (For use w/ 4100 & 4200 MAH batteries)		0
APX 7000 Leather Carry Case 3 inch FIXED belt loop - PMLN5323B (For use w/ 2300 & 2900 MAH batteries)		0
APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - PMLN5324 (For use w/ 2300 & 2900 MAH batteries)		0
APX7000 Leather Carry Case 3 inch metal FIXED belt loop - PMLN5326A (For use w/ 4100 & 4200 batteries)		0
APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5327 (For use w/ 4100 & 4200 batteries)		0
XE APX 7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8112 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - NNTN8111 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8114 (For use w/ 4100 & 4200 batteries)		0
XE APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - NNTN8113 (For use w/ 4100 & 4200 batteries)		0
APX7000 Dual Display Portable (Model 3.5 only) Leather Flip Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5560 (For use w/ 2300 & 2900 MAH batteries)		0
Delta-T Submersibility (APX7000)		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

City of Reading Police Department

PORTABLE RADIO CHARGING & BATTERIES

APX 4900

SPARE Battery - 2300 mAh - PMNN4424AR			C
SPARE Battery - 2300 mAh Intrinsically Safe - NNTN8129AR			63
SPARE Charger - rapid charger (AC - Single Bay) - WPLN4232			0
DC Vehicular charger (single bay) - NNTN7616- Self-instal.			0
DC Vehicular charger (single bay) - NNTN7616- Installed			C
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - without displays WPLN4212			10
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (5 bay) - WPLN4219			0

APX 6000 & 7000

SPARE Battery - 2300 mAh Intrinsically Safe - NNTN8092			C
SPARE Battery - 2900 mAh - NNTN7038			3
Battery UPGRADE - 4100 mAh Intrinsically Safe - NNTN7033			0
Battery UPGRADE - 4200 mAh - NNTN7034			0
XE Upgrade APX 6000 to Xtreme Environment Model			C
XE Upgrade APX 7000 to Xtreme Environment Model (only available on mode 1.5)			3
SPARE Charger - rapid charger (AC - Single Bay) - WPLN7050			0
Rapid charger (AC - Dual Bay) - NNTN7596			C
DC Vehicular charger (single bay) - NNTN7624 - Self-instal.			3
DC Vehicular charger (single bay) - NNTN7624 - Installed			0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - No display NNTN7055			C
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (5 bay) - NNTN7073			0

MOBILE RADIO ACCESSORIES

Programming			62
Extend Warranty Beyond Year 4 (each additional year) - May buy up to 6 additional years at this price			185
Dual Control Head inc. 17' Cable and 05 Head (must also add a talking and listening appliance at each location, includes installation - install=\$158.33)			3
Dual Control Head Cable - Upgrade inc. 17' to 50'			0
External Speaker - Standard (13W) - HSN4032			C
External Speaker - Water Resistant (15W) - HSN4040			3
Palm Microphone - Standard - HMN1090			0
Palm Microphone - Water Resistant - HMN1099			0
Upgrade Dual Band Remote Mount to High Power Transceiver (100W) (NOT AVAILABLE for motorcycles)			C
Handset with Armored Cable - HKN1016			0
09 Control Head w/ siren and lighting control package			C
03 Control Head			9
Siren and light control only (stand-alone manual operation)			0
Encryption (AES) with 3 Day Key Retention			62
Motorcycle mounting kit (only w/ 7500 Trunk Mount)			C
Antenna System (Spares/Additional)			3
Antenna System install (When Bought with Radio)			62
Upgrade Antenna Mount To Thick Mount			C
Other- Removal Dash Mount			0
Other- Removal Trunk Mount			62
Additional In Band Vehicular Repeaters, includes install and antenna			3
Cross-band Vehicular Repeater - includes install and antenna			0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

City of Reading Police Department

BASE RADIO ACCESSORIES

Programming		3
Extend Warranty Beyond Year 4 (each additional year)		9
Encryption (AES) with 3 Day Key Retention		3
Desktop Microphone Spare - RMN5070		0
Console/ette IP Deskset inc. Power Supply		0
Console/ette IP Gateway inc. Power Supply		0
Extend Warranty Beyond Year 1 on Desksets (each additional year)		0
Extend Warranty Beyond Year 1 on Gateways (each additional year)		0
Custom Part #/Description		0

Tied to Radio Above

BRIEF DESC OF ANY CUSTOM WORK TO BE PERFORMED

	1
	2
	3
	4
	5
	6
	7
	8
Extra hardware and labor to route cables to roof and to extra hardware and labor to route cables to roof	9
	10
	11
	12
	13

Exhibit "B"

End-User

End-User: City of Reading Police Department

Full legal name and address: 815 Washington Street
Reading, PA 19601
Attn.: Chief of Police

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner:	City of Reading
Full legal name and address:	c/o Reading Police Department 815 Washington Street Reading, PA 19604 Attn.: Managing Director

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

CITY
General

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$7,525.34

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "*Maker*" (meaning, each entity executing this Promissory Note and Security Agreement (this "*Note*")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "*Holder*"), the principal sum of seven thousand five hundred twenty five and 34/100 Dollars (\$7,525.34) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "*Public Safety System*"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "*Maturity Date*").

2. Payment; Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of one thousand seventy five and 05/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "*Event of Default*" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest; Representations; Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "Collateral") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "End-User") shall execute deliver to the Holder, a System User Agreement (the "System User Agreement") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "Regulations"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAYED AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer: Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

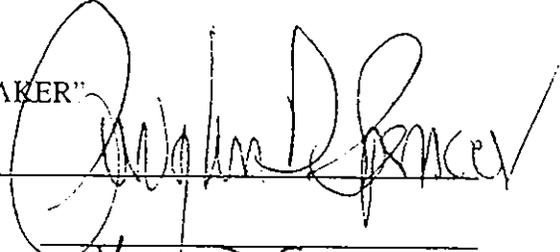
9. Governing Law: Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

{signature page follows}

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"


By: _____
Name: Vaughn D. Spencer
Title: Mayor

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

General Government

Description	Quantity		
RADIO/MAIN BATTERIES			
APX 4000 Single Band Portable D3 - Single Bay AC Charger, with 2300 mAh Intrinsically Safe Battery		3	
APX 6000 Single Band Portable D3 - Single Bay AC Charger, with battery:		0	
APX 7000 Dual Band Portable D1 Dual (Mod 1 5) - Single Bay AC Charger, with battery: and second band:		0	
APX 7000 Dual Band Portable (Mod 3 5 - Dual D3) - Single Bay AC Charger, with battery and second band:		0	Radio Number to Reference Custom Work Below
APX 4500 Single Band Mobile - cash mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	1
APX 4500 Single Band Mobile - remote mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	2
APX 4500 Single Band Mobile - cash mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	3
APX 4500 Single Band Mobile - remote mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	4
APX 6500 Single Band Mobile - cash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	5
APX 6500 Single Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	6
APX 7500 Dual Band Mobile - cash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band		0	7
APX 7500 Dual Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band		0	8
APX4500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	9
APX6500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	10
APX7500 Control Station (Dual Band Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antennas and Mounts in band		0	11
APX7500 Consolette (Single Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (1) IP Handset		0	12
APX7500 Consolette (Dual Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (1) IP Handset		0	13
Code Plug Template Management		1	

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

General Government

PORTABLE OPTIONS AND ACCESSORIES

Programming			3
Extend Warranty Beyond Year 4 (each additional year)			9
Encryption (AES) with 3 Day Key Retention			3
Enable Bluetooth (APX 6000 only) - QA00583			0
Enable Bluetooth (APX 7000 only) - QA01729 & QA00583			0
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button. Windproofing, Ruggedized* -PMMN4065			0
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the head of the microphone, orange button, Noise-Canceling, - BASIC UNIT IP54* -PMMN4062			0
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged* -HMN4101			0
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged* -HMN4103			0
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged* -HMN4104 - RECOMMENDED FOR USE WITH APX 4000			3
Bluetooth Module, NFP, 12" CABLE-NTN2570			0
Replacement Earpiece for Above W/12" CABLE-NTN2572			0
Bluetooth Module, NFP, 9.5" CABLE-NTN2573			0
Replacement Earpiece for Above W/9.5" CABLE-NTN2575			0
Headset - Boom Micro Temple Transducer-PMLN5101A			0
Headset - Boomless Temple Transducer - RMNS116A			0
Headset - Lightweight RMNS058			0
Headset - Heavy Duty Noise Reducing PMLN5275			0
CARRY CASE SHOULDER STRAP - NTN5243A (For use w/ all leather cases w/ "D" rings)			3
APX4000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN6085A (For use w/ 2300 & 2900 batteries)			3
APX5000 Leather Carry Case 3 inch FIXED belt loop - PMLN5658A (For use w/ 2900 & 2150 MAH batteries)			0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5657A (For use w/ 2900 & 2150 MAH batteries)			0
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5660A (For use w/ 4100 & 4200 MAH batteries)			0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5659A (For use w/ 4100 & 4200 MAH batteries)			0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5876A (For use w/ 2900 & 2150 MAH batteries)			0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5875A (For use w/ 2900 & 2150 MAH batteries)			0
XE APX5000 Leather Carry Case 3 inch FIXED belt loop - PMLN5879A (For use w/ 4100 & 4200 MAH batteries)			0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5877A (For use w/ 4100 & 4200 MAH batteries)			0
APX 7000 Leather Carry Case 3 inch FIXED belt loop - PMLN5323B (For use w/ 2300 & 2900 MAH batteries)			0
APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - PMLN5324 (For use w/ 2300 & 2900 MAH batteries)			0
APX7000 Leather Carry Case 3 inch metal FIXED belt loop - PMLN5326A (For use w/ 4100 & 4200 batteries)			0
APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5327 (For use w/ 4100 & 4200 batteries)			0
XE APX 7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8112 (For use w/ 2300 & 2900 MAH batteries)			0
XE APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - NNTN8111 (For use w/ 2300 & 2900 MAH batteries)			0
XE APX7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8114 (For use w/ 4100 & 4200 batteries)			0
XE APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - NNTN8113 (For use w/ 4100 & 4200 batteries)			0
APX7000 Dual Display Portable (Moce 3.5 only) Leather Flip Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5560 (For use w/ 2300 & 2900 MAH batteries)			0
Delta-T Submersibility (APX7000)			0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

General Government

PORTABLE RADIO CHARGING & BATTERIES

APX 4000

SPARE Battery - 2300 mAh - PMNN4424AR		0
SPARE Battery - 2300 mAh Intrinsic Safety - NNTN8125AR		3
SPARE Charger - rapid charger (AC - Single Bay) - WPLN4232		0
DC Vehicular charger (single bay) - NNTN7616 - Self-Instal		0
DC Vehicular charger (single bay) - NNTN7616 - Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - without displays WPLN4212		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - WPLN4219		0

APX 6000 & 7000

SPARE Battery - 2300 mAh Intrinsic Safety - NNTN8092		0
SPARE Battery - 2300 mAh - NNTN7038		0
Battery UPGRADE - 4100 mAh Intrinsic Safety - NNTN7033		0
Battery UPGRADE - 4200 mAh - NNTN7034		0
XE Upgrade APX 6000 to Xtreme Environment Mode		0
XE Upgrade APX 7000 to Xtreme Environment Model (only avail on model 1.5)		0
SPARE Charger - rapid charger (AC - Single Bay) - WPLN7080		0
Rapid charger (AC - Dual Bay) - NNTN7586		0
DC Vehicular charger (single bay) - NNTN7624 - Self-Instal		0
DC Vehicular charger (single bay) - NNTN7624 - Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - No display NNTN7065		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - NNTN7073		0

MOBILE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year) - May buy up to 6 additional years at this price		0
Dual Control Head inc. 17' Cable and 05 Head (must also add a talking and listening appliance at each location, includes installation. (install=\$158.33)		0
Dual Control Head Cable - Upgrade inc. 17' to 50'		0
External Speaker - Standard (13W) - HSN4032		0
External Speaker - Water Resistant (15W) - HSN4040		0
Palm Microphone - Standard - HMN1090		0
Palm Microphone - Water Resistant - HMN1089		0
Upgrade Dual Band Remote Mount to High Power Transceiver (100W) (NOT AVAIL for motorcycles)		0
Handset with Armored Cable - HKN1018		0
09 Control Head w/ siren and lighting control package		0
03 Control Head		0
Siren and light control only (stand-alone manual operation)		0
Encryption (AES) with 3 Day Key Retention		0
Motorcycle mounting kit (only w/ 7500 Trunk Mount)		0
Antenna System (Spare/Additional)		0
Antenna System Install (When Bought with Rack)		0
Upgrade Antenna Mount To Truck Mount		0
Other - Removal Dash Mount		0
Other - Removal Trunk Mount		0
Additional In Band Vehicular Repeaters, includes install and antenna		0
Cross-band Vehicular Repeater - includes install and antenna		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

General Government

BASE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year)		0
Encryption (AES) with 3 Day Key Retention		C
Desktop Microphone Spare - RMN5070		0
Console/ette IP Desktop inc. Power Supply		C
Console/ette IP Gateway inc. Power Supply		0
Extend Warranty Beyond Year 1 on Desktops (each additional year)		0
Extend Warranty Beyond Year 1 on Gateways (each additional year)		C
Custom Part #/Description		0
Custom Part #/Description		C
Custom Part #/Description		0
Custom Part #/Description		0

BRIEF DESC OF ANY CUSTOM WORK TO BE PERFORMED

Tied to Radio
Above

	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13

Exhibit "B"

End-User

End-User: City of Reading

Full legal name and address: 815 Washington Street
Reading, PA 19601
Attn.: Managing Director

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner:	City of Reading
Full legal name and address:	815 Washington Street Reading, PA 19604 Attn.: Managing Director

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

CITY
CD CODES

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$12,017.90

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "*Maker*" (meaning, each entity executing this Promissory Note and Security Agreement (this "*Note*")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "*Holder*"), the principal sum of twelve thousand seventeen and 90/100 Dollars (\$12,017.90) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "*Public Safety System*"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "*Maturity Date*").

2. Payment: Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of one thousand seven hundred sixteen and 84/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "*Event of Default*" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest: Representations: Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "*Collateral*") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "*End-User*") shall execute deliver to the Holder, a System User Agreement (the "*System User Agreement*") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "*Regulations*"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAYED AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer: Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law: Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

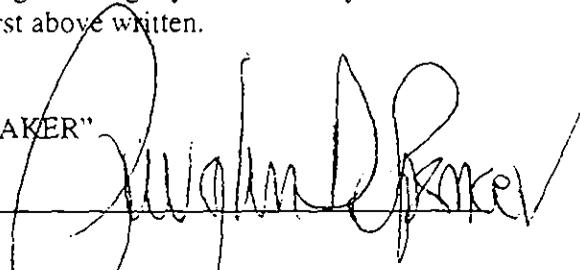
13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"

A large, stylized handwritten signature in black ink, appearing to read "Vaughn D. Spencer". The signature is written over a horizontal line.

By:

Name:

Vaughn D. Spencer

Title:

Mayor

Exhibit "A"

List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City Community Development

Description

Quantity

RADIOS/MAIN BATTERIES

Description	Quantity	Radio Number to Reference Custom Work Below
APX 4000 Single Band Portable D3 - Single Bay AC Charger, with 2300 mAh Intrinsicly Safe Battery	6	
APX 6000 Single Band Portable D3 - Single Bay AC Charger, with battery.	3	
APX 7000 Dual Band Portable D1 Dual (Mod 1.5) - Single Bay AC Charger, with battery. and second band.	3	
APX 7000 Dual Band Portable (Mod 3.5 - Dual D3) - Single Bay AC Charger, with battery. and second band.	3	
APX 4500 Single Band Mobile - dash mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker	0	1
APX 4500 Single Band Mobile - remote mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker	0	2
APX 4500 Single Band Mobile - dash mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker	0	3
APX 4500 Single Band Mobile - remote mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker	0	4
APX 6500 Single Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker	0	5
APX 6500 Single Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker	0	6
APX 7500 Dual Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band.	0	7
APX 7500 Dual Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band.	0	8
APX4500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount	0	9
APX6500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount	0	10
APX7500 Control Station (Dual Band Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antennas and Mounts in band	0	11
APX7500 Consolette (Single Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (*) IP Handset	0	12
APX7500 Consolette (Dual Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (*) IP Handset	0	13
Code Plug Template Management	1	

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City Community Development

PORTABLE OPTIONS AND ACCESSORIES

Programming		6
Extend Warranty Beyond Year 4 (each additional year)		18
Encryption (AES) with 3 Day Key Retention		0
Enable Bluetooth (APX 6000 only) - QA00583		0
Enable Bluetooth (APX 7000 only) - QA01729 & QA00583		0
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button. Windproofing, Ruggedized*-PMLN4065		6
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the head of the microphone, orange button, Noise-Canceling. - BASIC UNIT IP54*-PMLN4062		0
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4101		0
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4103		0
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4104 - RECOMMENDED FOR USE WITH APX 4000		0
Bluetooth Module, NFP, 12" CABLE-NTN2570		0
Replacement Earpiece for Above W/12" CABLE-NTN2572		0
Bluetooth Module, NFP, 9.5" CABLE-NTN2573		0
Replacement Earpiece for Above W/9.5" CABLE-NTN2575		0
Headset - Boom Mic Temple Transducer-PMLN5101A		0
Headset - Boomless Temple Transducer - RMLN5116A		0
Headset - Lightweight RMLN5058		0
Headset - Heavy Duty Noise Reducing PMLN5275		0
CARRY CASE SHOULDER STRAP - NTN5243A (For use w/ all leather cases w/ "D" Rings)		0
APX4000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop w/ "D" Rings - PMLN5085A (For use w/ 2300 & 2900 batteries)		0
APX6000 Leather Carry Case 3 inch <u>FIXED</u> belt loop - PMLN5658A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop w/ "D" Rings - PMLN5657A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 3 inch <u>FIXED</u> belt loop - PMLN5658A (For use w/ 4100 & 4200 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop w/ "D" Rings - PMLN5659A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch <u>FIXED</u> belt loop - PMLN5876A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop w/ "D" Rings - PMLN5875A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch <u>FIXED</u> belt loop - PMLN5879A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop w/ "D" Rings - PMLN5877A (For use w/ 4100 & 4200 MAH batteries)		0
APX 7000 Leather Carry Case 3 inch <u>FIXED</u> belt loop - PMLN5323B (For use w/ 2300 & 2900 MAH batteries)		0
APX 7000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop, D-rings - PMLN5324 (For use w/ 2300 & 2900 MAH batteries)		0
APX7000 Leather Carry Case 3 inch metal <u>FIXED</u> belt loop - PMLN5326A (For use w/ 4100 & 4200 batteries)		0
APX7000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop w/ "D" Rings - PMLN5327 (For use w/ 4100 & 4200 batteries)		0
XE APX 7000 Leather Carry Case 3 inch <u>FIXED</u> belt loop - NNTN8112 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX 7000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop, D-rings - NNTN8111 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX7000 Leather Carry Case 3 inch <u>FIXED</u> belt loop - NNTN8114 (For use w/ 4100 & 4200 batteries)		0
XE APX7000 Leather Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop w/ "D" Rings - NNTN8113 (For use w/ 4100 & 4200 batteries)		0
APX7000 Dual Display Portable (Model 3.5 or .y) Leather Flip Carry Case 2.75 inch metal <u>SWIVEL</u> belt loop w/ "D" Rings - PMLN5560 (For use w/ 2300 & 2900 MAH batteries)		0
Delta-T Submersibility (APX7000)		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City Community Development

PORTABLE RADIO CHARGING & BATTERIES

APX 4000

SPARE Battery - 2300 mAh - PMNN4424AR		0
SPARE Battery - 2300 mAh Intrinsically Safe - NNTN8129AR		6
SPARE Charger - rapid charge (AC - Single Bay) - WPLN4232		0
DC Vehicular charger (single bay) - NNTN7616- Self-install		0
DC Vehicular charger (single bay) - NNTN7616- Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - without displays WPLN4212		1
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - WPLN4219		0

APX 6000 & 7000

SPARE Battery - 2300 mAh Intrinsically Safe - NNTN8032		0
SPARE Battery - 2900 mAh - NNTN7036		0
Battery UPGRADE - 4100 mAh Intrinsically Safe - NNTN7033		0
Battery UPGRADE - 4200 mAh - NNTN7034		0
XE Upgrade APX 6000 to Xtreme Environment Model		0
XE Upgrade APX 7000 to Xtreme Environment Model (only available on model 1.5)		0
SPARE Charger - rapid charge (AC - Single Bay) - WPLN7080		0
Rapid charger (AC - Dual Bay) - NNTN7536		0
DC Vehicular charger (single bay) - NNTN7624 - Self-install		0
DC Vehicular charger (single bay) - NNTN7624 - Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - No display NNTN7065		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - NNTN7073		0

MOBILE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year) - May buy up to 3 additional years at this price		0
Dual Control Head inc. 17' Cable and CS Head (must also add a talking and listening appliance at each location, includes installation. (install=\$58.33)		0
Dual Control Head Cable - Upgrade inc. 17' to 50'		0
External Speaker - Standard (13W) - HSN4032		0
External Speaker - Water Resistant (15W) - HSN4040		0
Palm Microphone - Standard - HMN1090		0
Palm Microphone - Water Resistant - HMN1099		0
Upgrade Dual Band Remote Mount to High Power Transceiver (100W) (NOT AVAILABLE for motorcycles)		0
Handset with Armored Cable - HKN1018		0
CS Control Head w/ siren and lighting control package		0
CS Control Head		0
Siren and light control only (stand-alone manual operation)		0
Encryption (AES) with 3 Day Key Retention		0
Motorcycle mounting kit (only w/ 7500 Trunk Mount)		0
Antenna System (Spare/Additional)		0
Antenna System Install (When Bought with Radio)		0
Upgrade Antenna Mount To Trunk Mount		0
Other - Removal Dash Mount		0
Other - Removal Trunk Mount		0
Additional In Band Vehicular Repeaters, includes install and antenna		0
Cross-band Vehicular Repeater - includes install and antenna		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City Community Development

BASE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year)		0
Encryption (AES) with 3 Day Key Retention		0
Desktop Microphone Spare - RMN5070		0
Console/te IP Deskset inc. Power Supply		0
Console/te IP Gateway inc. Power Supply		0
Extend Warranty Beyond Year 1 on Desksets (each additional year)		0
Extend Warranty Beyond Year 1 on Gateways (each additional year)		0
PMLN4651A/BELT CLIP 2"		12
Custom Part #/Description		0
Custom Part #/Description		0
Custom Part #/Description		0

BRIEF DESC OF ANY CUSTOM WORK TO BE PERFORMED

Tied to Radio
Above

	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13

Exhibit "B"

End-User

End-User: City of Reading

Full legal name and address: c/o Reading City Community Development
815 Washington Street
Reading, PA 19601
Attn.: Managing Director

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner:	City of Reading
Full legal name and address:	c/o Reading City Community Development 815 Washington Street Reading, PA 19604 Attn.: Managing Director

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

CITY
EMS

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$49,798.78

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "*Maker*" (meaning, each entity executing this Promissory Note and Security Agreement (this "*Note*")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "*Holder*"), the principal sum of forty nine thousand seven hundred ninety eight and 78/100 Dollars (\$49,798.78) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "*Public Safety System*"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "*Maturity Date*").

2. Payment: Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of seven thousand one hundred fourteen and 11/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "*Event of Default*" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest: Representations: Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "Collateral") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "End-User") shall execute deliver to the Holder, a System User Agreement (the "System User Agreement") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "Regulations"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAID AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer: Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law: Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

this Note shall be litigated in such courts. Each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

10. Notices. Any notice required or permitted by this Note shall be in writing and shall be sent by First Class mail, postage prepaid, to the appropriate addresses set forth below:

If to the Maker: City of Reading
815 Washington Street
Reading, PA 19601
Att.:Managing Director

If to the Holder: Berks County Department of Emergency Services
2561 Bernville Road
Reading, PA 19605
Attn: Brian A. Gottschall, Director of Emergency
Services

With a Copy to: The County of Berks, Pennsylvania
Attn: Solicitor
633 Court Street
Reading, PA 19601

11. No Warranty: Release. The Holder makes no warranty of any kind or nature whatsoever, express or implied, with respect to the Collateral or the Public Safety System including, without limitation, any representation or warranty of service, performance, or fitness for a particular purpose. The Maker acknowledges and agrees that the Holder is not the manufacturer, vendor, seller or distributor of the Collateral, and that the Maker shall not look to the Holder for any warranty or guaranty of any kind or nature whatsoever. As a material inducement to the Holder to provide the purchase money financing to the Maker evidenced by this Note, the Maker completely, irrevocably and unconditionally releases and discharges the Holder of and from any and all manner of actions, causes of action, suits, rights, claims, liabilities and demands, whatsoever, in law or in equity, known or unknown, which the Maker now or ever has, or which the Maker's agents, assigns or constituents now or ever have, against the Holder or its agents, employees and assigns by reason of or relating in any manner to the Public Safety System or the Collateral, or its design, installation, operation, or maintenance.

12. Owner. The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturers' warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 hereof, the entity listed on "Exhibit "C"" attached hereto and incorporated herein by this reference.

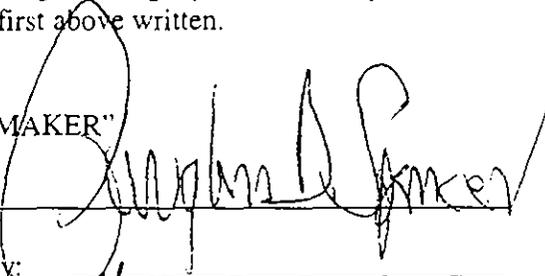
13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"



A large, stylized handwritten signature in black ink, appearing to read "Vaycha D. Spencer". The signature is written over a horizontal line.

By: _____
Name: Vaycha D. Spencer
Title: Mayor

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Fire/EMS AFG

AFG Equipment

Description		Quantity
APX 7500 Dash w/ W/R Mic, 50 W Conventional, W/R Ext. Speaker Installed and Programmed. Radio second band is		0
VHF		
APX 7500 Remote w/ W/R Mic, 50 W Conventional, W/R Ext. Speaker Installed and Programmed. Radio second band is:		49
37 VHF; 12 UHF R2		
Dual Control Head inc. 17' Cable and 05 Head		0
External Speaker - Water Resistant (15W) - HSN4040		0
Palm Microphone - Water Resistant - HMN1089		0
Antenna System Install (When Bought with Radio)		98
Warranty Additional Years Beyond 4		245
Thick Roof Mounts		56

Exhibit "B"

End-User

End-User: Reading Fire Department

Full legal name and address: 815 Washington Street
Reading, PA 19601
Attn.: Fire Chief

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner:	City of Reading
Full legal name and address:	c/o Reading Fire/EMS 815 Washington Street Reading, PA 19604 Attn.: Managing Director

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

DID

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$28,796.64

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "*Maker*" (meaning, each entity executing this Promissory Note and Security Agreement (this "*Note*")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "*Holder*"), the principal sum of twenty eight thousand seven hundred ninety six and 64/100 Dollars (\$28,796.64) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "*Public Safety System*"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "*Maturity Date*").

2. Payment: Prepayment:

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of four thousand one hundred thirteen and 81/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "*Event of Default*" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest; Representations; Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "Collateral") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "End-User") shall execute deliver to the Holder, a System User Agreement (the "System User Agreement") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "Regulations"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAID AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer: Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law: Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

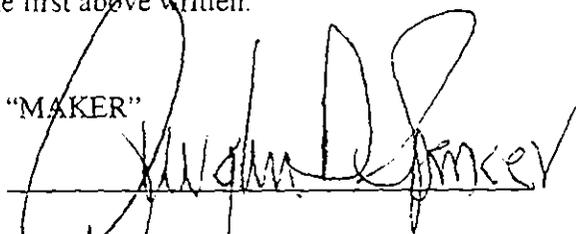
13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"

A large, stylized handwritten signature in black ink, appearing to read "Vaughn D. Spencer", is written over a horizontal line.

By:

Name: Vaughn D. Spencer

Title: Major

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City DID

Description	Quantity		
RADIOS/MAIN BATTERIES			
APX 4000 Single Band Portable D3 - Single Bay AC Charger, with 2300 mAh Intrinsically Safe Battery		13	
APX 6000 Single Band Portable D3 - Single Bay AC Charger, with battery		0	
APX 7000 Dual Band Portable D1 Dual (Mod 1.5) - Single Bay AC Charger, with battery.		0	
	and second band:		
APX 7000 Dual Band Portable (Mod 3.5 - Dual D3) - Single Bay AC Charger, with battery		0	
	and second band:		
APX 4500 Single Band Mobile - dash mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	1
APX 4500 Single Band Mobile - remote mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	2
APX 4500 Single Band Mobile - dash mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	3
APX 4500 Single Band Mobile - remote mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	4
APX 6500 Single Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	5
APX 6500 Single Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	6
APX 7500 Dual Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band		0	7
APX 7500 Dual Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band		0	8
APX4500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	9
APX6500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	10
APX7500 Control Station (Dual Band Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antennas and Mounts in band		0	11
APX7500 Consolette (Single Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (*) IP Handset		0	12
APX7500 Consolette (Dual Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (*) IP Handset		0	13
Code Plug Template Management		1	

Radio Number to Reference Custom Work Below

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City DID

PORTABLE OPTIONS AND ACCESSORIES

Programming		13
Extend Warranty Beyond Year 4 (each additional year)		35
Encryption (AES) with 3 Day Key Retention		0
Enable Bluetooth (APX 6000 only) - QA00583		0
Enable Bluetooth (APX 7000 only) - QA01729 & QA00583		0
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button. Windproofing. Ruggedized*-PMLN4065		0
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the back of the microphone, orange button, Noise-Canceling, - BASIC UNIT: P54*-PMLN4062		0
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4101		0
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4103		0
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4104 - RECOMMENDED FOR USE WITH APX 4000		13
Bluetooth Module, NFP, 12" CABLE-NTN2570		0
Replacement Earpiece for Above W/12" CABLE-NTN2572		0
Bluetooth Module, NFP, 9.5" CABLE-NTN2573		0
Replacement Earpiece for Above W/9.5" CABLE-NTN2575		0
Headset - Boom Mic Temple Transducer-PMLN5101A		0
Headset - Boomless Temple Transducer - RMN5115A		0
Headset - Lightweight: RMN5058		0
Headset - Heavy Duty Noise Reducing PMLN5275		0
CARRY CASE SHOULDER STRAP - NTN5243A (For use w/ all leather cases w/ "D" rings)		13
APX4000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5085A (For use w/ 2300 & 2900 batteries)		13
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5658A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5657A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5659A (For use w/ 4100 & 4200 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5659A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5876A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5875A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5879A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5877A (For use w/ 4100 & 4200 MAH batteries)		0
APX 7000 Leather Carry Case 3 inch FIXED belt loop - PMLN5323B (For use w/ 2300 & 2900 MAH batteries)		0
APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - PMLN5324 (For use w/ 2300 & 2900 MAH batteries)		0
APX7000 Leather Carry Case 3 inch metal FIXED belt loop - PMLN5326A (For use w/ 4100 & 4200 batteries)		0
APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5327 (For use w/ 4100 & 4200 batteries)		0
XE APX 7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8112 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - NNTN8111 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8114 (For use w/ 4100 & 4200 batteries)		0
XE APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - NNTN8113 (For use w/ 4100 & 4200 batteries)		0
APX7000 Dual Display Portable (Model 3.5 only) Leather Flip Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5560 (For use w/ 2300 & 2900 MAH batteries)		0
Delta-T Submersibility (APX7000)		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City DID

PORTABLE RADIO CHARGING & BATTERIES

APX 4000

SPARE Battery - 2300 mAh - PMNN4424AR		0
SPARE Battery - 2300 mAh Intrinsically Safe - NNTN8129AR		13
SPARE Charger - rapid charger (AC - Single Bay) - WPLN4232		0
DC Vehicular charger (single bay) - NNTN7616- Self-Install		0
DC Vehicular charger (single bay) - NNTN7616- Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - without displays WPLN4212		2
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - WPLN4219		0

APX 6000 & 7000

SPARE Battery - 2300 mAh intrinsically Safe - NNTN8032		0
SPARE Battery - 2300 mAh - NNTN7038		0
Battery UPGRADE - 4100 mAh Intrinsically Safe - NNTN7033		0
Battery UPGRADE - 4200 mAh - NNTN7034		0
XE Upgrade APX 6000 to Xtreme Environment Model		0
XE Upgrade APX 7000 to Xtreme Environment Model (only avail on model 1.5)		0
SPARE Charger - rapid charger (AC - Single Bay) - WPLN7030		0
Rapid charger (AC - Dual Bay) - NNTN7586		0
DC Vehicular charger (single bay) - NNTN7624 - Self-Install		0
DC Vehicular charger (single bay) - NNTN7624 - Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - No display NNTN7065		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - NNTN7073		0

MOBILE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year) - May buy up to 6 additional years at this price		0
Dual Control Head inc. 17' Cable and DS Head (must also add a talking and listening microphone at each location, includes installation. Install=\$159.33)		0
Dual Control Head Cable - Upgrade inc. 17' to 50'		0
External Speaker - Standard (13W) - HSN4032		0
External Speaker - Water Resistant (15W) - HSN4040		0
Palm Microphone - Standard - HMN1090		0
Palm Microphone - Water Resistant - HMN1089		0
Upgrade Dual Band Remote Mount to High Power Transceiver (100W) (NOT AVAIL for motorcycles)		0
Handset with Armored Cable - HKN1018		0
09 Control Head w/ siren and lighting control package		0
03 Control Head		0
Siren and light control only (stand-alone manual operation)		0
Encryption (AES) with 3 Day Key Retention		0
Motorcycle mounting kit (only w/ 7500 Trunk Mount)		0
Antenna System (Spare/Additional)		0
Antenna System Install (When Bought with Radio)		0
Upgrade Antenna Mount To Truck Mount		0
Other - Removal Dash Mount		0
Other - Removal Trunk Mount		0
Additional In Band Vehicular Repeaters, includes install and antenna		0
Cross-band Vehicular Repeater - includes install and antenna		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City DID

BASE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year)		0
Encryption (AES) with 3 Day Key Retention		0
Desktop Microphone Spare - RMN5070		0
Consolette IP Deskset inc. Power Supply		0
Consolette IP Gateway inc. Power Supply		0
Extend Warranty Beyond Year 1 on Desksets (each additional year)		0
Extend Warranty Beyond Year 1 on Gateways (each additional year)		0
Custom Part #/Description		0

Tied to Radio
Above

BRIEF DESC OF ANY CUSTOM WORK TO BE PERFORMED

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Exhibit "B"

End-User

End-User: Reading Downtown Improvement District

Full legal name and address: 645 Penn Street, Suite 505
Reading, PA 19601
Attn.: Executive Director

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner:	Reading Downtown Improvement District
Full legal name and address:	645 Penn Street, Suite 505 Reading, PA 19601 Attn.: Executive Director

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

CITY
PUBLIC WORKS

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$213,258.20

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "Maker" (meaning, each entity executing this Promissory Note and Security Agreement (this "Note")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "Holder"), the principal sum of two hundred thirteen thousand two hundred fifty eight and 20/100 Dollars (\$213,258.20) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "Public Safety System"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "Maturity Date").

2. Payment: Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of thirty thousand four hundred sixty five and 46/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "Event of Default" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest: Representations; Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "Collateral") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "End-User") shall execute deliver to the Holder, a System User Agreement (the "System User Agreement") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "Regulations"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAYED AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer; Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law; Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

this Note shall be litigated in such courts. Each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

10. Notices. Any notice required or permitted by this Note shall be in writing and shall be sent by First Class mail, postage prepaid, to the appropriate addresses set forth below:

If to the Maker: City of Reading
815 Washington Street
Reading, PA 19601
Att.: Managing Director

If to the Holder: Berks County Department of Emergency Services
2561 Bernville Road
Reading, PA 19605
Attn: Brian A. Gottschall, Director of Emergency
Services

With a Copy to: The County of Berks, Pennsylvania
Attn: Solicitor
633 Court Street
Reading, PA 19601

11. No Warranty: Release. The Holder makes no warranty of any kind or nature whatsoever, express or implied, with respect to the Collateral or the Public Safety System including, without limitation, any representation or warranty of service, performance, or fitness for a particular purpose. The Maker acknowledges and agrees that the Holder is not the manufacturer, vendor, seller or distributor of the Collateral, and that the Maker shall not look to the Holder for any warranty or guaranty of any kind or nature whatsoever. As a material inducement to the Holder to provide the purchase money financing to the Maker evidenced by this Note, the Maker completely, irrevocably and unconditionally releases and discharges the Holder of and from any and all manner of actions, causes of action, suits, rights, claims, liabilities and demands, whatsoever, in law or in equity, known or unknown, which the Maker now or ever has, or which the Maker's agents, assigns or constituents now or ever have, against the Holder or its agents, employees and assigns by reason of or relating in any manner to the Public Safety System or the Collateral, or its design, installation, operation, or maintenance.

12. Owner. The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturers' warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 hereof, the entity listed on "Exhibit "C"" attached hereto and incorporated herein by this reference.

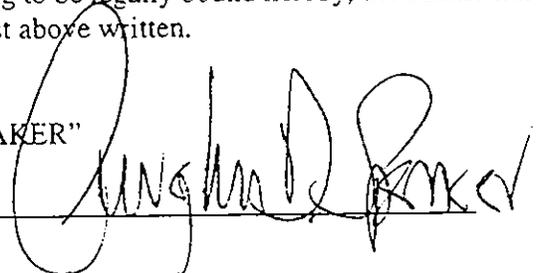
13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"



By: _____
Name: Vaughn D. Spencer
Title: Mayor

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City Public Works

Description		Quantity	
RADIOS/MAIN BATTERIES			
APX 4000 Single Band Portable D3 - Single Bay AC Charger, with 2300 mAh Intrinsic Safe Battery		110	
APX 6000 Single Band Portable D3 - Single Bay AC Charger, with battery:		0	
APX 7000 Dual Band Portable D1 Dual (Mod 1 5) - Single Bay AC Charger, with battery:		0	
APX 7000 Dual Band Portable (Mod 3 5 - Dual D3) - Single Bay AC Charger, with battery:		0	
APX 4500 Single Band Mobile - dash mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	1
APX 4500 Single Band Mobile - remote mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	2
APX 4500 Single Band Mobile - dash mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	3
APX 4500 Single Band Mobile - remote mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	4
APX 6500 Single Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	5
APX 6500 Single Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	6
APX 7500 Dual Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band		0	7
APX 7500 Dual Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band		0	8
APX4500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	9
APX6500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	10
APX7500 Control Station (Dual Band Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antennas and Mounts in band		0	11
APX7500 Consolette (Single Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount		0	12
APX7500 Consolette (Dual Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount in band		0	13
Code Plug Template Management		10	

Radio Number to Reference Custom Work Below

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City Public Works

PORTABLE OPTIONS AND ACCESSORIES

Programming		110
Extend Warranty Beyond Year 4 (each additional year)		330
Encryption (AES) with 3 Day Key Retention		0
Enable Bluetooth (APX 6000 only) - QA00563		0
Enable Bluetooth (APX 7000 only) - QA01729 & QA00583		0
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button. Windporting, Ruggedized" -PMMN4065		0
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the head of the microphone, orange button. Noise-Canceling. - BASIC UNIT IP54"-PMMN4062		0
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windporting and Rugged" -HMN4101		0
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windporting and Rugged" -HMN4103		0
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windporting and Rugged" -HMN4104 - RECOMMENDED FOR USE WITH APX 4000		0
Bluetooth Module, NFP, 12" CABLE-NTN2570		0
Replacement Earpiece for Above W/12" CABLE-NTN2572		0
Bluetooth Module, NFP, 9.5" CABLE-NTN2573		0
Replacement Earpiece for Above W/9.5" CABLE-NTN2575		0
Headset - Boom Mic Temple Transducer-PMLN5101A		0
Headset - Boomless Temple Transducer - RMN5116A		0
Headset - Lightweight RMN5058		0
Headset - Heavy Duty Noise Reducing PMLN5275		0
CARRY CASE SHOULDER STRAP - NTN5243A (For use w/ all leather cases w/ "D" rings)		0
APX4000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5085A (For use w/ 2300 & 2900 batteries)		0
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5658A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5657A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5660A (For use w/ 4100 & 4200 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5659A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5876A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5875A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5879A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5877A (For use w/ 4100 & 4200 MAH batteries)		0
APX 7000 Leather Carry Case 3 inch FIXED belt loop - PMLN5323B (For use w/ 2300 & 2900 MAH batteries)		0
APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - PMLN5324 (For use w/ 2300 & 2900 MAH batteries)		0
APX7000 Leather Carry Case 3 inch metal FIXED belt loop - PMLN5326A (For use w/ 4100 & 4200 batteries)		0
APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5327 (For use w/ 4100 & 4200 batteries)		0
XE APX 7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8112 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - NNTN8111 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8114 (For use w/ 4100 & 4200 batteries)		0
XE APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - NNTN8113 (For use w/ 4100 & 4200 batteries)		0
APX7000 Dual Display Portable (Model: 3.5 only) Leather Flip Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5560 (For use w/ 2300 & 2900 MAH batteries)		0
Deja-T Submersibility (APX7000)		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City Public Works

PORTABLE RADIO CHARGING & BATTERIES

APX 4000

SPARE Battery - 2300 mAh - PMNN4424AR		C
SPARE Battery - 2300 mAh Intrinsically Safe - NNTN8129AR		110
SPARE Charger - rapid charger (AC - Single Bay) - WPLN4232		0
DC Vehicular charger (single bay) - NNTN7616- Self-Instal		0
DC Vehicular charger (single bay) - NNTN7616- Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - without displays WPLN4212		13
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - WPLN4219		0

APX 6000 & 7000

SPARE Battery - 2300 mAh Intrinsically Safe - NNTN8092		C
SPARE Battery - 2900 mAh - NNTN7038		0
Battery UPGRADE - 4100 mAh Intrinsically Safe - NNTN7033		0
Battery UPGRADE - 4200 mAh - NNTN7034		0
XE Upgrade APX 6000 to Xtreme Environment Model		0
XE Upgrade APX 7000 to Xtreme Environment Model (only available model: 1.5)		0
SPARE Charger - rapid charger (AC - Single Bay) - WPLN7080		0
Rapid charger (AC - Dual Bay) - NNTN7586		0
DC Vehicular charger (single bay) - NNTN7624 - Self-Instal		C
DC Vehicular charger (single bay) - NNTN7624 - Installed		C
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - No display NNTN7055		C
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - NNTN7073		0

MOBILE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year) - May buy up to 6 additional years at this price		0
Dual Control Head inc. 17' Cable and 05 Head (must also add a talking and listening microphone at each location, includes installation. (install=\$158.33)		C
Dual Control Head Cable - Upgrade inc. 17' to 50'		0
External Speaker - Standard (13W) - HSN4032		C
External Speaker - Water Resistant (15W) - HSN4040		C
Palm Microphone - Standard - HMN1090		0
Palm Microphone - Water Resistant - HMN1089		0
Upgrade Dual Band Remote Mount to High Power Transceiver (160W) (NOT AVAIL for motorcycles)		0
Handset with Armored Cable - HKN1018		0
09 Control Head w/ siren and lighting control package		0
03 Control Head		0
Siren and light control only (stand-alone manual operation)		0
Encryption (AES) with 3 Day Key Retention		C
Motorcycle mounting kit (only w/ 7500 Trunk Mount)		C
Antenna System (Spare/Additional)		C
Antenna System: Install (When Bought with Radio)		0
Upgrade Antenna Mount To Truck Mount		0
Other- Removal: Dash Mount		0
Other - Removal: Trunk Mount		0
Additional In Band Vehicular Repeaters, includes install and antenna		0
Cross-band Vehicular Repeater - includes install and antenna		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading City Public Works

BASE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year: 4 (each additional year)		0
Encryption (AES) with 3 Day Key Retention		0
Desktop Microphone Spare - RMN5070		0
Console IP Deskset (1st Q 2013 Availability) - Bought at Budgetary Pricing		0
Console IP Gateway (1st Q 2013 Availability) - Bought at Budgetary Pricing		0
PMLN7005/2 5" Hard Plastic Belt Clip		220
Custom Part #/Description		0
Custom Part #/Description		0
Custom Part #/Description		0

BRIEF DESC OF ANY CUSTOM WORK TO BE PERFORMED

Tied to Radio
Above

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Exhibit "B"

End-User

End-User: City of Reading

Full legal name and address: c/o Public Works Department
815 Washington Street
Reading, PA 19601
Attn.: Managing Director

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner:	City of Reading
Full legal name and address:	c/o Public Works Department 815 Washington Street Reading, PA 19604 Attn.: Managing Director

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

CITY
FIRST

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$367,192.00

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "**Maker**" (meaning, each entity executing this Promissory Note and Security Agreement (this "**Note**")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "**Holder**"), the principal sum of three hundred sixty seven thousand one hundred ninety two and 00/100 Dollars (\$367,192.00) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "**Public Safety System**"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "**Maturity Date**").

2. Payment: Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of fifty two thousand four hundred fifty six and 00/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "**Event of Default**" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest: Representations: Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "Collateral") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "End-User") shall execute deliver to the Holder, a System User Agreement (the "System User Agreement") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "Regulations"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAID AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer; Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law; Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

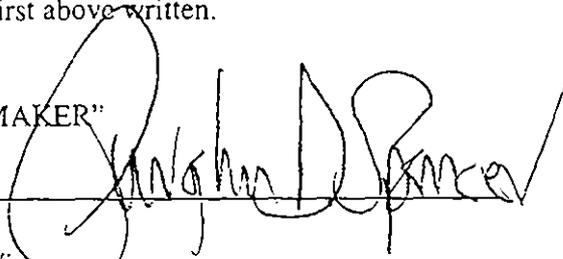
13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"

A handwritten signature in black ink, appearing to read "Vaughn D. Spencer", is written over a horizontal line. The signature is stylized with large loops and a checkmark-like flourish at the end.

By:

Name: Vaughn D. Spencer

Title: Mayor

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Fire/EMS Non-AFG

Description

Quantity

RADIOS/MAIN BATTERIES

Description	Quantity	Radio Number to Reference Custom Work Below
APX 4000 Single Band Portable D3 - Single Bay AC Charger, with 2300 mAh Intrinsically Safe Battery	148	
APX 6000 Single Band Portable D3 - Single Bay AC Charger, with battery:	0	
APX 7000 Dual Band Portable D1 Dual (Mod 1.5) - Single Bay AC Charger, with battery	0	
and second band:		
APX 7000 Dual Band Portable (Mod 3.5 - Dual D3) - Single Bay AC Charger, with battery:	0	
and second band:		
APX 4500 Single Band Mobile - dash mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker	0	1
APX 4500 Single Band Mobile - remote mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker	0	2
APX 4500 Single Band Mobile - dash mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker	0	3
APX 4500 Single Band Mobile - remote mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker	0	4
APX 6500 Single Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker	0	5
APX 6500 Single Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker	0	6
APX 7500 Dual Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band	0	7
APX 7500 Dual Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band	0	8
APX4500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount	1	9
APX6500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount	0	10
APX7500 Control Station (Dual Band Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antennas and Mounts in band	0	11
APX7500 Console (Single Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount	0	12
APX7500 Console (Dual Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount in band	0	13
Code Plug Template Management	9	

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Fire/EMS Non-AFG

PORTABLE OPTIONS AND ACCESSORIES

Programming		148
Extend Warranty Beyond Year 4 (each additional year)		444
Encryption (AES) with 3 Day Key Retention		0
Enable Bluetooth (APX 6000 only) - QA00553		0
Enable Bluetooth (APX 7000 only) - QA01729 & QA00553		0
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button. Windproofing. Ruggedized. -PMN4065		10
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the head of the microphone, orange button. Noise-Canceling. - BASIC UNIT iPS4. -PMN4062		0
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged. -HMN4101		0
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged. -HMN4103		0
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged. -HMN4104 - RECOMMENDED FOR USE WITH APX 4000		148
Bluetooth Module, NFP, *2" CABLE-NTN2570		0
Replacement Earpiece for Above W/12" CABLE-NTN2572		0
Bluetooth Module, NFP, 9.5" CABLE-NTN2573		0
Replacement Earpiece for Above W/9.5" CABLE-NTN2575		0
Headset - Boom Mic Temple Transducer -PMLN5101A		0
Headset - Boomless Temple Transducer - RMN5116A		0
Headset - Lightweight RMN5058		0
Headset - Heavy Duty Noise Reducing PMLN5275		0
CARRY CASE SHOULDER STRAP - NTN5243A (For use w/ all leather cases w/ "D" rings)		148
APX4000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN6085A (For use w/ 2300 & 2900 batteries)		148
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5558A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5657A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5660A (For use w/ 4100 & 4200 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5659A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5876A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5675A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5879A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5877A (For use w/ 4100 & 4200 MAH batteries)		0
APX 7000 Leather Carry Case 3 inch FIXED belt loop - PMLN5323B (For use w/ 2300 & 2900 MAH batteries)		0
APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop D-rings - PMLN5324 (For use w/ 2300 & 2900 MAH batteries)		0
APX7000 Leather Carry Case 3 inch metal FIXED belt loop - PMLN5325A (For use w/ 4100 & 4200 batteries)		0
APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5327 (For use w/ 4100 & 4200 batteries)		0
XE APX 7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8112 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop D-rings - NNTN8111 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8114 (For use w/ 4100 & 4200 batteries)		0
XE APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - NNTN8113 (For use w/ 4100 & 4200 batteries)		0
APX7000 Dual Display Portable (Model 3.5 only) Leather Flip Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5550 (For use w/ 2300 & 2900 MAH batteries)		0
Delta-T Submersibility (APX7000)		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Fire/EMS Non-AFG

PORTABLE RADIO CHARGING & BATTERIES

APX 4000

SPARE Battery - 2300 mAh - PMNN4424AR		0
SPARE Battery - 2300 mAh Intrinsically Safe - NNTN8129AR		148
SPARE Charger - rapid charger (AC - Single Bay) - WPLN4232		0
DC Vehicular charger (single bay) - NNTN7616- Self-install		0
DC Vehicular charger (single bay) - NNTN7616- Installed		63
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - without displays WPLN4212		14
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - WPLN4219		0

APX 6000 & 7000

SPARE Battery - 2300 mAh intrinsically Safe - NNTN8092		0
SPARE Battery - 2900 mAh - NNTN7038		0
Battery UPGRADE - 4100 mAh Intrinsically Safe - NNTN7033		0
Battery UPGRADE - 4200 mAh - NNTN7034		0
XE Upgrade APX 6000 to Xtreme Environment Model		0
XE Upgrade APX 7000 to Xtreme Environment Model (only avail on model 1.5)		0
SPARE Charger - rapid charger (AC - Single Bay) - WPLN7080		0
Rapid charger (AC - Dual Bay) - NNTN7586		0
DC Vehicular charger (single bay) - NNTN7624 - Self-install		0
DC Vehicular charger (single bay) - NNTN7624 - Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - No display NNTN7065		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - NNTN7073		0

MOBILE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year) - May buy up to 5 additional years at this price		0
Dual Control Head inc. 17' Cable and J5 Head (must also add a talking and listening appliance at each location, includes installation (install=\$158.33)		0
Dual Control Head Cable - Upgrade inc. 17' to 50'		0
External Speaker - Standard (13W) - HSN4032		0
External Speaker - Water Resistant (15W) - HSN4040		0
Palm Microphone - Standard - HMN1090		0
Palm Microphone - Water Resistant - HMN1089		0
Upgrade Dual Band Remote Mount to High Power Transceiver (100W) (NOT AVAIL for motorcycles)		0
Handset with Armored Cable - HKN1018		0
09 Control Head w/ siren and lighting control package		0
03 Control Head		0
Siren and light control only (stand-alone manual operation)		0
Encryption (AES) with 3 Day Key Retention		0
Motorcycle mounting kit (only w/ 7500 Trunk Mount)		0
Antenna System (Spere/Additional)		0
Antenna System Install (When Bought with Radio)		0
Upgrade Antenna Mount To Thick Mount		0
Other - Removal Dash Mount		3
Other - Removal Trunk Mount		45
Additional In Band Vehicular Repeaters, includes install and antenna		0
Cross-band Vehicular Repeater - includes install and antenna		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Fire/EMS Non-AFG

BASE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year)		0
Encryption (AES) with 3 Day Key Retention		0
Desktop Microphone Spare - RMN5070		0
Console IP Deskset (1st Q 2013 Availability) - Bought at Budgetary Pricing		0
Console IP Gateway (1st Q 2013 Availability) - Bought at Budgetary Pricing		0
RLN5424/RX ONLY EARPIECE W/TRANSLUCENT TUBE		15
RLN5686/SURVEILLANCE LOW NOISE KIT (Earpiece only)		10
67009254001 10 pk of earbuds		5
Custom Part #/Description		0

BRIEF DESC OF ANY CUSTOM WORK TO BE PERFORMED

Tied to Radio
Above

	1
	2
	3
	4
	5
	6
	7
	8
	9
	10
	11
	12
	13

Exhibit "B"

End-User

End-User: Reading Fire Department

Full legal name and address: 815 Washington Street
Reading, PA 19601
Attn.: Fire Chief

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner:	City of Reading
Full legal name and address:	c/o Reading Fire/EMS 815 Washington Street Reading, PA 19604 Attn.: Managing Director

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

RAWA

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$28,921.70

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "*Maker*" (meaning, each entity executing this Promissory Note and Security Agreement (this "*Note*")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "*Holder*"), the principal sum of twenty eight thousand nine hundred twenty one and 70/100 Dollars (\$28,921.70) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "*Public Safety System*"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "*Maturity Date*").

2. Payment: Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of four thousand one hundred thirty one and 67/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "*Event of Default*" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

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3. Grant of Security Interest: Representations: Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "Collateral") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "End-User") shall execute deliver to the Holder, a System User Agreement (the "System User Agreement") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "Regulations"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAYED AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer: Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law: Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"

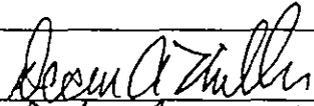
By: 
Name: DAVID A. MILLER
Title: EXECUTIVE DIRECTOR

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Area Water Authority

Description	Quantity	Radio Number to Reference Custom Work Below
RADIOS/MAIN BATTERIES		
APX 4000 Single Band Portable D3 - Single Bay AC Charger, with 2300 mAh Intrinsically Safe Battery	15	
APX 6000 Single Band Portable D3 - Single Bay AC Charger, with battery	0	
APX 7000 Dual Band Portable D1 Dual (Mod 1 5) - Single Bay AC Charger, with battery and second band:	0	
APX 7000 Dual Band Portable (Mod 3 5 - Dual D3) - Single Bay AC Charger, with battery and second band:	0	
APX 4500 Single Band Mobile - dash mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker	0	1
APX 4500 Single Band Mobile - remote mount D1 - System Ready Basic 02 Control Head, Palm Microphone, Internal Speaker	0	2
APX 4500 Single Band Mobile - dash mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker	0	3
APX 4500 Single Band Mobile - remote mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker	0	4
APX 6500 Single Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker	0	5
APX 6500 Single Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker	0	6
APX 7500 Dual Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band:	0	7
APX 7500 Dual Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band:	0	8
APX4500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount	0	9
APX6500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount	0	10
APX7500 Control Station (Dual Band Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antennas and Mounts in band	0	11
APX7500 Consolette (Single Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (1) IP Handset	0	12
APX7500 Consolette (Dual Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (1) IP Handset:	0	13
Code Plug Template Management	:	

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Area Water Authority

PORTABLE OPTIONS AND ACCESSORIES

Programming		15
Extend Warranty Beyond Year 4 (each additional year)		45
Encryption (AES) with 3 Day Key Retention		0
Enable Bluetooth (APX 6000 only) - QA00583		0
Enable Bluetooth (APX 7000 only) - QA01729 & QA00583		0
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button. Windproofing, Ruggedized*. PMLN4065		0
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the head of the microphone, orange button, Noise-Canceling. - BASIC UNIT IP54*-PMLN4062		0
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Ruggedized*. -HMN4101		0
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Ruggedized*. -HMN4103		0
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windproofing and Ruggedized*. -HMN4104 - RECOMMENDED FOR USE WITH APX 4000		0
Bluetooth Module, NFP, 12" CABLE-NTN2570		0
Replacement Earpiece for Above w/12" CABLE-NTN2572		0
Bluetooth Module, NFP, 9.5" CABLE-NTN2573		0
Replacement Earpiece for Above w/9.5" CABLE-NTN2575		0
Headset - Boom Mic Temple Transducer-PMLN5101A		0
Headset - Boomless Temple Transducer - RMN5116A		0
Headset - Lightweight RMN5058		0
Headset - Heavy Duty Noise Reducing PMLN5275		0
CARRY CASE SHOULDER STRAP - NTN5243A (For use with leather cases w/ "D" Rings)		0
APX4000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN6085A (For use w/ 2300 & 2900 batteries)		0
APX5000 Leather Carry Case 3 inch FIXED belt loop - PMLN5555A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5557A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5660A (For use w/ 4100 & 4200 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5559A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5576A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5875A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX5000 Leather Carry Case 3 inch FIXED belt loop - PMLN5879A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5877A (For use w/ 4100 & 4200 MAH batteries)		0
APX 7000 Leather Carry Case 3 inch FIXED belt loop - PMLN5323B (For use w/ 2300 & 2900 MAH batteries)		0
APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - PMLN5324 (For use w/ 2300 & 2900 MAH batteries)		0
APX7000 Leather Carry Case 3 inch metal FIXED belt loop - PMLN5326A (For use w/ 4100 & 4200 batteries)		0
APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5327 (For use w/ 4100 & 4200 batteries)		0
XE APX 7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8112 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - NNTN8111 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8114 (For use w/ 4100 & 4200 batteries)		0
XE APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - NNTN8113 (For use w/ 4100 & 4200 batteries)		0
APX7000 Dual Display Portable (Model 3.5 only) Leather Flip Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5560 (For use w/ 2300 & 2900 MAH batteries)		0
Delta-T Submersibility (APX7000)		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Area Water Authority

PORTABLE RADIO CHARGING & BATTERIES

APX 4000

SPARE Battery - 2300 mAh - PMNN4424AR		0
SPARE Battery - 2300 mAh Intrinsically Safe - NNTN2129AR		15
SPARE Charger - rapid charger (AC - Single Bay) - WPLN4232		0
DC Vehicular charger (single bay) - NNTN7516- Self-install		0
DC Vehicular charger (single bay) - NNTN7616- Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - without displays WPLN4212		2
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - WPLN4219		0

APX 6000 & 7000

SPARE Battery - 2300 mAh Intrinsically Safe - NNTN9092		0
SPARE Battery - 2900 mAh - NNTN7038		0
Battery UPGRADE - 4100 mAh Intrinsically Safe - NNTN7033		0
Battery UPGRADE - 4200 mAh - NNTN7034		0
XE Upgrade APX 6000 to Xtreme Environment Model		0
XE Upgrade APX 7000 to Xtreme Environment Model (only avail on model 1 5)		0
SPARE Charger - rapid charger (AC - Single Bay) - WPLN7080		0
Rapid charger (AC - Dual Bay) - NNTN7586		0
DC Vehicular charger (single bay) - NNTN7624 - Self-install		0
DC Vehicular charger (single bay) - NNTN7624 - Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - No display NNTN7065		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - NNTN7073		0

MOBILE RADIO ACCESSORIES

Programming		0
Extended Warranty Beyond Year 4 (each additional year) - May buy up to 6 additional years at this price		0
Dual Control Head inc. 17' Cable and 05 Head (must also add a talking and listening appliance at each location, includes installation, (install=\$158.33)		0
Dual Control Head Cable - Upgrade inc. 17' to 50'		0
External Speaker - Standard (13W) - HSN4032		0
External Speaker - Water Resistant (15W) - HSN4040		0
Palm Microphone - Standard - HMN090		0
Palm Microphone - Water Resistant - HMN1089		0
Upgrade Dual Band Remote Mount to High Power Transceiver (100W) (NOT AVAIL for motorcycles)		0
Handset with Armored Cable - HKN1018		0
09 Control Head w/ siren and lighting control package		0
03 Control Head		0
Siren and light control only (stand-alone manual operation)		0
Encryption (AES) with 3 Day Key Retention		0
Motorcycle mounting kit (only w/ 7500 Trunk Mount)		0
Antenna System (Spare/Additional)		0
Antenna System: install (When Bought with Radio)		0
Upgrade Antenna Mount To Truck Mount		0
Other - Removal Dash Mount		0
Other - Removal Trunk Mount		0
Additional In Band Vehicular Repeaters, includes install and antenna		0
Cross-band Vehicular Repeater - includes install and antenna		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Area Water Authority

BASE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year)		0
Encryption (AES) with 3 Day Key Retention		0
Desktop Microphone Spare - RMN5070		0
Console IP Deskset inc. Power Supply		0
Console IP Gateway inc. Power Supply		0
Extend Warranty Beyond Year 1 on Desksets (each additional year)		0
Extend Warranty Beyond Year 1 on Gateways (each additional year)		0
PMLN4651A/BELT C, IP 2'		30
Custom Part #/Description		0
Custom Part #/Description		0
Custom Part #/Description		0

Tied to Radio
Above

BRIEF DESC OF ANY CUSTOM WORK TO BE PERFORMED

	1
	2
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Exhibit "B"

End-User

End-User: Reading Area Water Authority
Full legal name and address: 1801 Kutztown Road
Reading, PA 19604
Attn.: Chairman of the Board

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner:	Reading Area Water Authority
Full legal name and address:	1801 Kutztown Road Reading, PA 19604 Attn.: Chairman of the Board

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

REC COMMISSION

PROMISSORY NOTE AND SECURITY AGREEMENT

Principal Amount: \$19,558.60

Effective Date: December 24, 2012

FOR VALUE RECEIVED, the "**Maker**" (meaning, each entity executing this Promissory Note and Security Agreement (this "**Note**")) promises to pay to the order of THE COUNTY OF BERKS, PENNSYLVANIA, a Pennsylvania political subdivision (the "**Holder**"), the principal sum of nineteen thousand five hundred fifty eight and 60/100 Dollars (\$19,558.60) without interest. The amounts owed under this Note are secured by the Maker's right, title and interest in and to all tangible and intangible property of the Maker, whether now owned or hereafter acquired, comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker (from Motorola Solutions, Inc. or any related or affiliate entity) with the proceeds of this Note and described with specificity on Exhibit "A" attached hereto and incorporated herein by this reference thereto, for the Maker's participation in and use of the Holder's county-wide public safety radio system (the "**Public Safety System**"). This Note is subject to the following additional terms and conditions set forth below:

1. Maturity. Subject to the provisions set forth in Sections 2 and 6 hereof and unless otherwise agreed by the Maker and the Holder in writing, this Note will automatically mature and be due and payable in full on June 1, 2019 (the "**Maturity Date**").

2. Payment: Prepayment.

(a) Payments of Principal.

(i) Principal shall be repaid in seven (7) annual principal payments in the amount of two thousand seven hundred ninety four and 09/100 Dollars each as follows: the first (1st) payment shall be made on June 1, 2013, annual payments number two (2) through six (6) shall be made on the same day of the next consecutive five (5) years, and a final, seventh (7th) annual payment shall be made on the Maturity Date in an amount equal to the entire unpaid principal balance of this Note, together with all amounts payable in connection herewith. No delay in the implementation or activation of the Public Safety System shall excuse or postpone any scheduled payment under this Note.

(ii) Notwithstanding any provision of this Section 2 to the contrary, the entire unpaid principal balance of this Note, amounts payable in connection herewith, shall become immediately due and payable in full upon the occurrence of an "**Event of Default**" (as defined in Section 7 hereof).

(iii) All payments under this Note shall be made in lawful money of the United States of America at such place as the Holder may from time to time designate in writing to the Maker.

(b) Prepayment. All outstanding principal under this Note may be prepaid to the Holder at any time by the Maker without premium or penalty.

3. Grant of Security Interest; Representations; Covenants.

(a) As collateral security for the prompt and complete payment and performance of all of the Maker's obligations and liabilities to the Holder under this Note, the Maker hereby grants to the Holder a continuing general lien on and purchase money security interest in all of the Maker's right, title and interest in and to all tangible and intangible property of the Maker comprising the end user radio hardware and accessory hardware purchased by the Holder for the benefit of the Maker with the proceeds of this Note and set forth on Exhibit "A" attached hereto to facilitate the Maker's participation in and use of the Public Safety System, whether now owned or hereafter acquired (collectively, the "Collateral") including, but not limited to, the Maker's interest now and in the future in and to all existing and future records, certificates, licenses and documents which pertain in any way to any of the Collateral, and all proceeds and products of the Collateral, and all accessions thereto.

(b) The Maker represents and warrants that the security interest granted to the Holder under this Note, when properly perfected, shall (i) constitute at all times a valid purchase money security interest vested in the Holder in all of the Collateral and (ii) at no time become subordinate or junior to any other security interest, lien, encumbrance or claim.

(c) The Maker covenants and agrees that the end-user of the Collateral (the "End-User") shall execute deliver to the Holder, a System User Agreement (the "System User Agreement") pertaining to the use of the Collateral, pursuant to which the End-User shall covenant and agree, among other things, (i) to observe and perform all obligations imposed on the End-User with respect to the use of the Collateral in accordance with all regulations and procedures promulgated by the Holder with respect to the Collateral and the Public Safety System (collectively, the "Regulations"), and (ii) that the Collateral shall be made active on the Public Safety System and shall at all times be and remain active on the Public Safety System. The Maker further covenants and agrees that any Collateral deactivated or disposed of during the term of this Note shall be delivered exclusively to the Holder for disposal, and that none of the Collateral shall be transferred, conveyed, sold, traded, exchanged, or otherwise disposed of during the term of this Note without the direction or prior written consent of the Holder, which consent may be granted or withheld for any reason or no reason whatsoever. If the End-User is an entity other than the Maker, the End-User shall be identified on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of any failure of the Maker or the End-User (if other than the Maker) or any of their respective agents, as applicable, to observe and perform all of its obligations under this Note and the System User Agreement and the Regulations, the Holder shall be entitled to deactivate and repossess the Collateral without notice to the Maker or the End-User, and without extinguishing or reducing in any manner or to any extent, the Maker's obligations, including, without limitation, any of the Maker's outstanding payment obligations under this Note, and to exercise any and all rights and remedies available to the Holder under this Note, the System User Agreement, at law or in equity.

4. Tax Consequences. The Maker acknowledges and agrees that the Holder has made no representations or warranties concerning the tax consequences of the extension of credit evidenced by this Note, and the Maker hereby covenants and agrees that any interest imputed with respect to this Note and any and all tax liability resulting therefrom shall be borne and paid exclusively by the Maker.

5. Perfection of Security Interest. To perfect and maintain the security interest created in and granted pursuant to this Note, and in order to fully consummate the transaction contemplated by this Note, the Maker does hereby authorize the Holder to file or cause to be filed, concurrently with the Maker's execution and delivery of this Note and at any time thereafter, all financing statements, continuation financing statements, fixture filings, security agreements, chattel mortgages, pledges, assignments, endorsements or certificates of title, applications for title, affidavits, reports, notices, schedules of accounts, letters of authority, and all other documents that the Holder may reasonably require, in form satisfactory to the Holder.

6. LIMITED POWER OF ATTORNEY. THE MAKER HEREBY IRREVOCABLY DESIGNATES, MAKES, CONSTITUTES AND APPOINTS THE HOLDER (AND ANY OF THE HOLDER'S OFFICERS, EMPLOYEES OR AGENTS DESIGNATED BY THE HOLDER) AS THE MAKER'S TRUE AND LAWFUL ATTORNEY-IN-FACT, FOR THE LIMITED PURPOSES SET FORTH HEREIN, AND THE HOLDER, OR THE HOLDER'S AGENT, MAY, WITHOUT NOTICE TO THE MAKER AND IN EITHER THE MAKER'S OR THE HOLDER'S NAME, BUT AT THE COST AND EXPENSE OF THE MAKER, AT SUCH TIME OR TIMES AS THE HOLDER IN ITS SOLE DISCRETION DETERMINES: (A) EXERCISE ALL OF THE MAKER'S RIGHTS AND REMEDIES WITH RESPECT TO THE COLLECTION OF ANY OF ITS ACCOUNTS; (B) TAKE CONTROL, IN ANY MANNER, OF ANY ITEM OF PAYMENT OR PROCEEDS RELATING TO THE COLLATERAL; (C) PREPARE, FILE AND SIGN THE MAKER'S NAME TO A PROOF OF CLAIM IN BANKRUPTCY OR SIMILAR DOCUMENT AGAINST A DEBTOR OR TO ANY NOTICE OF LIEN, ASSIGNMENT OR SATISFACTION OF LIEN OR SIMILAR DOCUMENT IN CONNECTION WITH ANY OF THE COLLATERAL; (D) SIGN THE MAKER'S NAME ON ANY OF THE DOCUMENTS DESCRIBED IN SECTION 5 ABOVE OR ANY OTHER SIMILAR DOCUMENTS TO BE EXECUTED, RECORDED, OR FILED IN ORDER TO PERFECT OR CONTINUE THE PERFECTION OF THE HOLDER'S SECURITY INTEREST IN THE COLLATERAL; (E) SIGN THE MAKER'S NAME ON ANY INVOICES, BILLS OF LADING, FREIGHT BILLS, CHATTEL PAPER, DOCUMENTS, INSTRUMENTS OR SIMILAR DOCUMENTS RELATING TO ACCOUNTS, INVENTORY OR OTHER COLLATERAL; (F) SEND REQUESTS FOR VERIFICATION OF ACCOUNTS; AND (G) ENDORSE THE MAKER'S NAME ON ANY CHECKS, NOTES, ACCEPTANCES, MONEY ORDERS, DRAFTS OR OTHER ITEMS OF PAYMENT OR PROCEEDS RELATING TO ANY COLLATERAL THAT MAY COME INTO THE HOLDER'S POSSESSION. THE APPOINTMENT OF THE HOLDER AS THE MAKER'S ATTORNEY-IN-FACT AND EACH AND EVERY ONE OF THE HOLDER'S RIGHTS AND POWERS, BEING COUPLED WITH AN INTEREST, IS IRREVOCABLE UNTIL ALL OF THE OBLIGATIONS EVIDENCED BY THIS NOTE HAVE BEEN FULLY REPAYED AND PERFORMED AND THIS AGREEMENT HAS BEEN TERMINATED. ANY POWERS OF ATTORNEY GRANTED IN THIS DOCUMENT ARE NOT REVOCABLE AND ARE NOT

INTENDED TO BE GOVERNED BY THE PROVISIONS OF SECTION 5601 OF CHAPTER 56 OF TITLE 20 OF THE PENNSYLVANIA CONSOLIDATED STATUTES, AS AMENDED. SUCH POWERS SHALL BE EXERCISED FOR THE BENEFIT OF THE HOLDER AND NOT FOR THE BENEFIT OF THE MAKER.

7. Events of Default. The occurrence, after the date hereof, of one or more of the following events shall constitute an event of default hereunder (each, an "*Event of Default*"):

(a) The Maker shall fail to make, when due, any payment due to the Holder under this Note, whether on the Maturity Date, as a result of the occurrence of an Event of Default, or otherwise;

(b) The Maker or any of its agents shall fail to observe or perform any other covenant or agreement required to be observed or performed by the Maker under this Note, the System User Agreement or the Regulations;

(c) The Maker: (i) becomes bankrupt or generally fails to pay its debts as such debts become due; (ii) is adjudicated insolvent or bankrupt; (iii) admits in writing its inability to pay its debts; (iv) suffers a custodian, receiver or trustee appointed for it or substantially all of its property and if appointed without its consent, such custodian, receiver or trustee is not discharged within thirty (30) days; (v) makes an assignment for the benefit of creditors; or (vi) suffers proceedings under any law related to bankruptcy, insolvency, liquidation or the reorganization, readjustment or the release of debtors to be instituted against it, and if contested by it, such proceedings are not dismissed or stayed within thirty (30) days; or if proceedings under any law related to bankruptcy, insolvency, liquidation, or the reorganization, readjustment or the release of debtors is instituted or commenced by the Maker; or if any order for relief is entered relating to any of the foregoing proceedings; or if the Maker shall by any act or failure to act indicate its consent to, approval of or acquiescence in any of the foregoing.

8. Transfer: Successors and Assigns. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the parties. Notwithstanding the foregoing, the Maker may not assign, pledge, or otherwise transfer this Note without the prior written consent of the Holder. The Maker hereby acknowledges and agrees that the Holder has the absolute and unfettered right, in its sole discretion and without notice to, or consent of, the Maker, to assign any or all of its rights provided for in this Note, the System User Agreement, the Regulations, at law or in equity, including specifically and without limitation, the right to enforce this Note, the System User Agreement, or the Regulations and the right to repossess the Collateral and to designate a replacement End-User, to one or more assignees, all of which shall be entitled to all of the benefits set forth in Section 3 of this Note, the same as if such assignee were the secured party hereunder.

9. Governing Law; Jurisdiction. This Note and the respective rights and obligations of the parties shall be governed by and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law principles or rules. Each party hereby irrevocably consents to the exclusive jurisdiction of the state courts of the Commonwealth of Pennsylvania and irrevocably agrees that all actions or proceedings relating to

this Note shall be litigated in such courts. Each party waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon them.

10. Notices. Any notice required or permitted by this Note shall be in writing and shall be sent by First Class mail, postage prepaid, to the appropriate addresses set forth below:

If to the Maker: City of Reading
 815 Washington Street
 Reading, PA 19601
 Att.:Managing Director

If to the Holder: Berks County Department of Emergency Services
 2561 Bernville Road
 Reading, PA 19605
 Attn: Brian A. Gottschall, Director of Emergency
 Services

With a Copy to: The County of Berks, Pennsylvania
 Attn: Solicitor
 633 Court Street
 Reading, PA 19601

11. No Warranty; Release. The Holder makes no warranty of any kind or nature whatsoever, express or implied, with respect to the Collateral or the Public Safety System including, without limitation, any representation or warranty of service, performance, or fitness for a particular purpose. The Maker acknowledges and agrees that the Holder is not the manufacturer, vendor, seller or distributor of the Collateral, and that the Maker shall not look to the Holder for any warranty or guaranty of any kind or nature whatsoever. As a material inducement to the Holder to provide the purchase money financing to the Maker evidenced by this Note, the Maker completely, irrevocably and unconditionally releases and discharges the Holder of and from any and all manner of actions, causes of action, suits, rights, claims, liabilities and demands, whatsoever, in law or in equity, known or unknown, which the Maker now or ever has, or which the Maker's agents, assigns or constituents now or ever have, against the Holder or its agents, employees and assigns by reason of or relating in any manner to the Public Safety System or the Collateral, or its design, installation, operation, or maintenance.

12. Owner. The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturers' warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 hereof, the entity listed on "Exhibit "C"" attached hereto and incorporated herein by this reference.

13. Amendments and Waivers. No modification or waiver of any provision of this Note or consent or departure therefrom shall be effective unless in a writing and signed by the Maker and the Holder.

14. Counterparts. This Note may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Note.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Maker has hereunto affixed his hand and seal on the date first above written.

"MAKER"


By: _____
Name: Dwayne E. Klahr
Title: Executive Director

Exhibit "A"

**List of End User Radio Hardware and
Accessory Hardware Comprising the Collateral**

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Recreation Commission

Description	Quantity		
RADIOS/MAIN BATTERIES			
APX 4500 Single Band Portable D3 - Single Bay AC Charger, w/tn 2300 mAh intrinsically Safe Battery		10	
APX 6000 Single Band Portable D3 - Single Bay AC Charger, w/tn battery		0	
APX 7000 Dual Band Portable D1 Dual (Mod 1.5) - Single Bay AC Charger, with battery		0	
	and second band:		
APX 7000 Dual Band Portable (Mod 3.5 - Dual D3) - Single Bay AC Charger, w/tn battery		0	
	and second band:		
APX 4500 Single Band Mobile - dash mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	1
APX 4500 Single Band Mobile - remote mount D1 - System Ready, Basic 02 Control Head, Palm Microphone, Internal Speaker		0	2
APX 4500 Single Band Mobile - dash mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	3
APX 4500 Single Band Mobile - remote mount D2 - System Ready, Basic 02 Control Head, Palm Microphone, Internal & External Speaker		0	4
APX 6500 Single Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	5
APX 6500 Single Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker		0	6
APX 7500 Dual Band Mobile - dash mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band		0	7
APX 7500 Dual Band Mobile - trunk mount - D3 - System Ready, 05 Control Head, Water Resistant Microphone, External Speaker, 50W Conventional in band		0	8
APX4500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	9
APX6500 Control Station (Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antenna and Mount		0	10
APX7500 Control Station (Dual Band Mobile in a Tray) - System Ready, Tray w/ Speaker, Desktop Mic, 120V Power Supply, Antennas and Mounts in band		0	11
APX7500 Console/ette (Single Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (1) IP Handset		0	12
APX7500 Console/ette (Dual Band) - System Ready, AC Powered, Desktop Microphone, Yagi Antenna and Mount, Choice of Front Panel, Includes (1) IP Handset		0	13
Code Plug Template Management		0	

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Recreation Commission

PORTABLE OPTIONS AND ACCESSORIES

Programming		10
Extend Warranty Beyond Year 4 (each additional year)		30
Encryption (AES) with 3 Day Key Retention		0
Enable Bluetooth (APX 6000 only) - QAC0583		0
Enable Bluetooth (APX 7000 only) - QAC1729 & QAC0583		0
IMPRES Remote Speaker Microphone with volume switch (high/low), orange button and one programmable button. Windproofing, Ruggedized*-PMMN4065		0
IMPRES Remote Speaker Microphone with 3.5mm audio jack on the head of the microphone, orange button. Noise-Canceling, - BASIC UNIT IP54*-PMMN4062		0
IMPRES Remote Speaker Microphone with rugged, submersible audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4101		0
IMPRES Display Remote Speaker Microphone with audio jack, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4103		0
IMPRES Display Remote Speaker Microphone with audio jack, channel selector, radio volume control, 2 programmable buttons and orange button. Windproofing and Rugged*-HMN4104 - RECOMMENDED FOR USE WITH APX 4000		0
Bluetooth Module, NFP, 12" CABLE-NTN2570		0
Replacement Earpiece for Above W/12" CABLE-NTN2572		0
Bluetooth Module, NFP, 9.5" CABLE-NTN2573		0
Replacement Earpiece for Above W/9.5" CABLE-NTN2575		0
Headset - Boom Mic Temple Transducer-PMLN5101A		0
Headset - Boomless Temple Transducer - RMN5116A		0
Headset - Lightweight RMN5058		0
Headset - Heavy Duty Noise Reducing PMLN5275		0
CARRY CASE SHOULDER STRAP - NTN5243A (For use w/ all leather cases w/ "D" rings)		0
APX4000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN6085A (For use w/ 2300 & 2900 batteries)		0
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5558A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5557A (For use w/ 2900 & 2150 MAH batteries)		0
APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5560A (For use w/ 4100 & 4200 MAH batteries)		0
APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5559A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5875A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5875A (For use w/ 2900 & 2150 MAH batteries)		0
XE APX6000 Leather Carry Case 3 inch FIXED belt loop - PMLN5875A (For use w/ 4100 & 4200 MAH batteries)		0
XE APX6000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5877A (For use w/ 4100 & 4200 MAH batteries)		0
APX 7000 Leather Carry Case 3 inch FIXED belt loop - PMLN5323B (For use w/ 2300 & 2900 MAH batteries)		0
APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - PMLN5324 (For use w/ 2300 & 2900 MAH batteries)		0
APX7000 Leather Carry Case 3 inch metal FIXED belt loop - PMLN5326A (For use w/ 4100 & 4200 batteries)		0
APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5327 (For use w/ 4100 & 4200 batteries)		0
XE APX 7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8112 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX 7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop, D-rings - NNTN8111 (For use w/ 2300 & 2900 MAH batteries)		0
XE APX7000 Leather Carry Case 3 inch FIXED belt loop - NNTN8114 (For use w/ 4100 & 4200 batteries)		0
XE APX7000 Leather Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - NNTN8113 (For use w/ 4100 & 4200 batteries)		0
APX7000 Dual Display Portable (Model 3.5 only) Leather Flip Carry Case 2.75 inch metal SWIVEL belt loop w/ "D" Rings - PMLN5560 (For use w/ 2300 & 2900 MAH batteries)		0
Delta-T Submersibility (APX7000)		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Recreation Commission

PORTABLE RADIO CHARGING & BATTERIES

APX 4000

SPARE Battery - 2300 mAh - PMNN4424AR		0
SPARE Battery - 2300 mAh Intrinsicly Safe - NNTN8123AR		10
SPARE Charger - rapid charger (AC - Single Bay) - WPLN4232		0
DC Vehicular charger (single bay) - NNTN7615- Self-Install		0
DC Vehicular charger (single bay) - NNTN7616- Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - without displays WPLN4212		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - WPLN4219		0

APX 6000 & 7000

SPARE Battery - 2300 mAh Intrinsicly Safe - NNTN8092		0
SPARE Battery - 2900 mAh - NNTN7038		0
Battery UPGRADE - 4100 mAh intrinsicly Safe - NNTN7033		0
Battery UPGRADE - 4200 mAh - NNTN7034		0
XE Upgrade APX 6000 to Xtreme Environment Model		0
XE Upgrade APX 7000 to Xtreme Environment Model (only avail on mode 1.5)		0
SPARE Charger - rapid charger (AC - Single Bay) - WPLN7080		0
Rapid charger (AC - Dual Bay) - NNTN7586		0
DC Vehicular charger (single bay) - NNTN7624 - Self-Install		0
DC Vehicular charger (single bay) - NNTN7624 - Installed		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer (6 bay) - No display NNTN7065		0
120 V Multi-unit/gang bank charger/battery conditioner/optimizer with displays (6 bay) - NNTN7073		0

MOBILE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year) - May buy up to 6 additional years at this price		0
Dual Control Head inc. 17' Cable and 05 Head (must also add a talking and steering appliance at each location, includes installation. (install=\$*58.33)		0
Dual Control Head Cable - Upgrade inc. 17' to 50'		0
External Speaker - Standard (13W) - HSN4032		0
External Speaker - Water Resistant (15W) - HSN4040		0
Palm Microphone - Standard - HMN1090		0
Palm Microphone - Water Resistant - HMN1089		0
Upgrade Dual Band Remote Mount to High Power Transceiver (100W) (NOT AVAIL for motorcycles)		0
Handset with Armored Cable - HKN1018		0
09 Control Head w/ siren and lighting control package		0
03 Control Head		0
Siren and light control only (stand-alone manual operation)		0
Encryption (AES) with 3 Day Key Retention		0
Motorcycle mounting kit (only w/ 7500 Trunk Mount)		0
Antenna System (Spare/Additional)		0
Antenna System Install (When Bought with Radio)		0
Upgrade Antenna Mount To Truck Mount		0
Other - Removal Dash Mount		0
Other - Removal Trunk Mount		0
Additional In Band Vehicular Repeaters, includes install and antenna		0
Cross-band Vehicular Repeater - includes install and antenna		0

Exhibit "A"

List of End User Radio Hardware and Accessory Hardware Comprising the Collateral

Reading Recreation Commission

BASE RADIO ACCESSORIES

Programming		0
Extend Warranty Beyond Year 4 (each additional year)		0
Encryption (AES) with 3 Day Key Retention		0
Desktop Microphone Spare - RMN5070		0
Console/te IP Deskset inc. Power Supply		0
Console/te IP Gateway inc. Power Supply		0
Extend Warranty Beyond Year 1 on Desksets (each additional year)		0
Extend Warranty Beyond Year 1 on Gateways (each additional year)		0
PMLN4651A/BELT CLIP 2"		20
Custom Part #/Description		0
Custom Part #/Description		0
Custom Part #/Description		0

BRIEF DESC OF ANY CUSTOM WORK TO BE PERFORMED

Tied to Radio
Above

	1
	2
	3
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	11
	12
	13

Exhibit "B"

End-User

End-User: Reading Recreation Commission
Full legal name and address: 320 S. 3rd Street
Reading, PA 19602
Attn.: Managing Director

Exhibit "C"

Ownership

The Maker hereby designates, as "*Owner*" of the Collateral for purposes of the responsibility to maintain the Collateral, and to exercise all rights with respect to manufacturer's warranties with respect to the Collateral, and perfection of the rights of the secured party under Section 3 of this Note, the following entity listed below:

Owner: Reading Recreation Commission

Full legal name and address: 320 S. 3rd Street
Reading, PA 19602
Attn.: Managing Director

In addition, this designation serves to represent to the Holder, Motorola Solutions, Inc., and their respective agents, that the Owner has all rights necessary to order repairs to, and to manage the Collateral at the Owner's expense.

Further, the Maker understands that, in cases where there are other interested parties (Makers) funding the repayment of this same Collateral, all Makers must designate the same Owner.

EXHIBIT C

Commitment Letter



County of Berks Department of Emergency Services

DirectLink Technology Center ♦ 2561 Bernville Road ♦ Reading, PA 19605

December 26, 2012

VIA EMAIL

Ms. Carole Snyder
Managing Director
City of Reading
815 Washington St.
Reading, PA 19601

Re: Berks County Public Safety Radio Project Municipal Loan – City of Reading

Dear Ms. Snyder:

On behalf of the County of Berks, and as Director of the Berks County Department of Emergency Services, I am writing to inform you that the County of Berks is willing to provide a loan to the City of Reading pursuant to the Promissory Note(s) already in your possession.

The interest rate of this loan is zero percent. The term of the loan is seven (7) years. The amount of the loan is one million, three hundred and eighty thousand, thirteen and 91/100 dollars (\$1,380,013.91).

I am authorized to send this letter on behalf of the County of Berks.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian A. Gottschall".

Brian A. Gottschall, CEM
Director

"To Assess, To Assist, To Advise"

Phone (610) 374-4800

www.berksdes.com

Fax (610) 374-8865

MAYOR'S ACTION
Bill No. 13 2013

Submitted to Mayor: _____
Date: 3/11/13

Received by Mayor's Office: _____
Date: 3/12/13

Approved by Mayor: _____
Date: 3/13/13

Vetoed by Mayor: _____
Date: _____

Sustained by Council: _____
Date: _____

Overridden by Council: _____
Date: _____