

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is dated and made as of _____, 2013 by and among THE HARRISBURG AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Seller"), LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania ("Buyer"), and FULTON FINANCIAL ADVISORS, a division of Fulton Bank, N.A., as escrow agent (the "Escrow Agent").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of _____, 2013 (the "Purchase Agreement"), pursuant to which Seller, among other things, has agreed to sell, transfer, assign and deliver all of its right, title and interest in and to the Acquired Assets (as defined in the Purchase Agreement) to Buyer;

WHEREAS, this Agreement is being entered into pursuant to Section 2.04 of the Purchase Agreement for the purpose of establishing a deposit escrow account in which to maintain the Deposit (as defined in the Purchase Agreement), which shall be applied against the Purchase Price (as defined in the Purchase Agreement) at the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, the Escrow Agent is willing to act as escrow agent in respect of the Deposit Escrow Funds (as defined below) upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement shall have the meanings set forth below and elsewhere in this Agreement. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to such terms under the Purchase Agreement

(a) "Deposit" means Five Hundred Thousand Dollars (\$500,000.00) deposited by Buyer with the Escrow Agent pursuant to Section 2.04 of the Purchase Agreement and Section 3 of this Agreement.

(b) "Deposit Escrow Funds" means the Deposit plus all interest, dividends and other earnings thereon received by or credited to the various accounts of the Escrow Agent, less any funds distributed or paid therefrom in accordance with this Agreement.

(c) "Joint Written Direction" means a written direction executed by Buyer and Seller to disburse all or a portion of the Deposit Escrow Funds or to take or refrain from taking an action pursuant to this Agreement.

2. Appointment of Escrow Agent. Seller and Buyer hereby appoint the Escrow Agent as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment, all upon the terms and conditions set forth in this Agreement.

3. Deposits in Escrow. In connection with and upon the execution and delivery of the Purchase Agreement, Buyer shall deliver the Deposit to the Escrow Agent, to be deposited with the Escrow Agent pursuant to the wire instructions set forth on Schedule 1 attached hereto. Buyer and Seller hereby authorize and direct the Escrow Agent to keep the Deposit Escrow Funds in its possession, pending the disbursement thereof in accordance with the terms of this Agreement, and the Escrow Agent accepts such Deposit Escrow Funds subject to the foregoing terms.

4. Disbursement of Deposit Escrow Funds. The Escrow Agent shall hold and safeguard the Deposit Escrow Funds in its possession until instructed hereunder to release the Deposit Escrow Funds in accordance with the terms of this Section 4.

(a) If deposited by Buyer, the Escrow Agent shall disburse the Deposit Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction containing wire instructions for such disbursement.

(b) If Seller is entitled to payment of the Deposit Escrow Funds pursuant to Sections 6.05(a), 6.05(b) or 11.03(a) of the Purchase Agreement, then Seller shall deliver to the Escrow Agent, the Buyer and Buyer's legal counsel in accordance with Section 11(d) of this Agreement a written notice (a "Seller Notice") certifying that Seller is entitled to payment in full of the Deposit Escrow Funds under the Purchase Agreement. If, within ten (10) Business Days after the delivery of a Seller Notice to Buyer and Buyer's legal counsel, the Escrow Agent receives a statement from Buyer approving the right of Seller to the Deposit Escrow Funds as set forth in the Seller Notice (a "Buyer Approval Notice"), then the Escrow Agent shall promptly pay to Seller all of the Deposit Escrow Funds.

(c) If Buyer is entitled to payment of the Deposit Escrow Funds pursuant to Sections 2.06(c), 6.05(a), 6.05(b), or 11.03(b) of the Purchase Agreement, then Buyer shall deliver to the Escrow Agent, the Seller and the Seller's legal counsel in accordance with Section 11(d) of this Agreement a written notice (a "Buyer Notice") certifying that Buyer is entitled to payment, in full or in part, of the Deposit Escrow Funds under the Purchase Agreement. If, within ten (10) Business Days after the delivery of a Buyer Notice to Seller and Seller's legal counsel, the Escrow Agent receives a statement from Seller approving the right of Buyer to the Deposit Escrow Funds as set forth in the Buyer Notice (a "Seller Approval Notice"), then the Escrow Agent shall promptly pay to Buyer all of the Deposit Escrow Funds.

(d) If, during either of the ten (10) Business Day periods referred to in Sections 4(b) and (c) above, the Escrow Agent does not receive either a Seller Approval Notice or a Buyer Approval Notice, as the case may be, then the Escrow Agent shall promptly notify (i) the Buyer and Buyer's legal counsel or (ii) the Seller and Seller's legal counsel, as the case may be, and continue to hold in escrow the Deposit Escrow Funds until receipt of (x) a Joint Written Direction or (y) a certified copy of a final, nonappealable order of a court of competent jurisdiction ordering the Escrow Agent to disburse the Deposit Escrow Funds. Upon receipt of such Joint Written Direction referred to in clause (x) above or final order referred to in clause (y) above, the Escrow Agent shall promptly comply with its terms.

5. Investment of the Deposit Escrow Funds. During the term of this Agreement, the Escrow Agent shall initially invest and reinvest the Deposit Escrow Funds in a money market deposit account ("MMDA") offered by the Escrow Agent, unless otherwise instructed in writing by Buyer and Seller to invest and reinvest the Deposit Escrow Funds and the proceeds thereof in a noninterest-bearing transaction account offered by the Escrow Agent, or a successor or similar investment offered by the Escrow Agent. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Deposit Escrow Funds, except for losses resulting from the gross negligence or willful misconduct of the Escrow Agent. Any interest or other income received on such investment and reinvestment of the Deposit Escrow Funds shall become part of the Deposit Escrow Funds, and any losses incurred on such investment and reinvestment of the Deposit Escrow Funds shall be debited against the Deposit Escrow Funds. The Deposit Escrow Funds shall be invested and reinvested as set forth above unless the Escrow Agent is notified differently by a Joint Written Direction.

6. Termination. This Agreement shall terminate upon the distribution pursuant to Sections 3 and 4 above of all Deposit Escrow Funds from the accounts established hereunder. The provisions of Sections 7, 9 and 10 of this Agreement shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

7. Compensation of Escrow Agent. Buyer and Seller shall be jointly and severally liable to the Escrow Agent for its customary fees and expenses for all services rendered by it hereunder pursuant to the fee schedule set forth in Schedule 2 attached hereto. Buyer and Seller shall jointly and severally indemnify, defend and hold harmless the Escrow Agent on demand for all loss, liability, damage, disbursements, advances or expenses paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all reasonable counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges. The obligations contained in this Section 7 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent.

8. Resignation of Escrow Agent. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving not less than thirty (30) calendar days' prior written notice of such resignation to Buyer and Seller in accordance with Section 11(d) of this Agreement. Thereafter, the Escrow Agent shall have no further obligation to Buyer and Seller except to hold the Deposit Escrow Funds as depository and not otherwise. Buyer and Seller may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent in accordance with Section 11(d) of this Agreement. Upon such notice, a successor escrow agent shall be appointed by Buyer and Seller, who shall provide written notice of such to the resigning the Escrow Agent in accordance with Section 11(d) of this Agreement. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If Buyer and Seller are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. Buyer and Seller shall be jointly and severally liable for the costs and expenses (including its reasonable attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall deliver the Deposit Escrow Funds then held hereunder to the successor Escrow Agent. Upon its resignation and delivery of the Deposit Escrow Funds as set forth in this Section 8, the

Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Deposit Escrow Funds or this Agreement.

9. Indemnification of Escrow Agent. Buyer and Seller shall jointly and severally indemnify, defend and hold harmless the Escrow Agent and its officers, directors, managers, employees, representatives and agents from and against, and reimburse the Escrow Agent for, any and all claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property or natural resources), penalties, stamp or other similar taxes, actions, suits, judgments, reasonable costs and expenses (including reasonable attorney's fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against the Escrow Agent directly or indirectly relating to, or arising from, claims against the Escrow Agent by reason of its participation in the transactions contemplated hereby, including, without limitation, all reasonable costs required to be associated with claims for damages to persons or property, as well as reasonable attorneys' and consultants' fees and expenses and court costs except to the extent caused by the Escrow Agent's gross negligence or willful misconduct. The provisions of this Section 9 shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

10. Escrow Agent.

(a) The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein, and no duties, responsibilities or obligations shall be inferred or implied against the Escrow Agent. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which Buyer or Seller is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Agreement) from Buyer or Seller or an entity acting on its behalf. The Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(b) If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Deposit Escrow Funds (including, but not limited to, orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Deposit Escrow Funds), then the Escrow Agent is authorized to comply therewith in any manner it or legal counsel of its own choosing deems appropriate, and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other forms of judicial or administrative process, then the Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(c) The Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall the Escrow Agent be liable (i) for acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document from Buyer or Seller or any entity acting

on behalf of Buyer or Seller, (ii) for any indirect, consequential, punitive or special damages, regardless of the form of action and whether or not any such damages were foreseeable or contemplated, (iii) for the acts or omissions of its nominees, correspondents, designees, agents, subagents or subcustodians in connection with the Escrow Agent's duties hereunder in the absence of gross negligence or willful misconduct on its part, (iv) for the investment or reinvestment of any cash held by it hereunder, in each case in good faith, in accordance with the terms hereof, including, without limitation, any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Deposit Escrow Funds, or any loss of interest or income incident to any such delays, or (v) for an amount in excess of the value of the Deposit Escrow Funds, valued as of the date of deposit, but only to the extent of direct money damages.

(d) The Escrow Agent may consult with legal counsel of its own choosing as to any matter relating to this Agreement, and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(e) The Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including, but not limited to, any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(f) The Escrow Agent shall be entitled to conclusively rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. The Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(g) The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(h) At any time the Escrow Agent may request an instruction in writing from the Buyer and Seller and may, at its own option, include in such request the course of action it proposes to take and the date on which it proposes to act, regarding any matter arising in connection with its duties and obligations hereunder. The Escrow Agent shall not be liable for acting in accordance with such a proposal on or after the date specified therein, provided that the specified date shall be at least three (3) Business Days after Buyer and Seller receives the Escrow Agent's request for instructions and its proposed course of action, and provided further that, prior to so acting, the Escrow Agent has not received the written instructions requested.

(i) When the Escrow Agent acts on any information, instructions, communications (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by facsimile, email or other form of electronic or data transmission, the Escrow Agent, absent gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of Buyer or Seller or is not in the font or format Buyer and Seller sent or intended to send (whether due to fraud, distortion or otherwise). Buyer and Seller shall indemnify the Escrow Agent against any loss, liability, claim or expense (including legal fees and expenses) it may incur with its acting in accordance with any such communication.

(j) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, refrain from taking any action, other than to retain possession of the Deposit Escrow Funds, unless the Escrow Agent receives written instructions, signed by Buyer and Seller, which eliminates such ambiguity or uncertainty.

(k) In the event of any dispute between or conflicting claims among Buyer and Seller and any other person or entity with respect to the Deposit Escrow Funds, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Deposit Escrow Funds so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to Buyer and Seller for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Escrow Agent or (ii) the Escrow Agent shall have received security or an indemnity satisfactory to it to hold it harmless from and against any and all losses which it may incur by reason of so acting. Any court order, judgment or decree shall be accompanied by a legal opinion by counsel for the presenting party, satisfactory to the Escrow Agent, to the effect that said order, judgment or decree represents a final adjudication of the rights of the parties by a court of competent jurisdiction, and that the time for appeal from such order, judgment or decree has expired without an appeal having been filed with such court. The Escrow Agent shall act on such court order and legal opinions without further question. The Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by Buyer.

(l) The Escrow Agent does not have any interest in the Deposit Escrow Funds deposited hereunder but is serving as escrow holder only and having only possession thereof. Buyer and Seller shall be jointly and severally liable to pay or reimburse the Escrow Agent upon request for any transfer taxes, if any, or other taxes relating to the Deposit Escrow Funds incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes, if any. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. Buyer and Seller shall provide the Escrow Agent with appropriate W-9

forms for tax identification number certifications. It is understood that the Escrow Agent shall only be responsible for income reporting to Buyer and Seller with respect to income earned on the Deposit Escrow Funds and shall not be responsible for any other reporting. This Section 10(l) shall survive notwithstanding any termination of this Agreement or the resignation or removal of the Escrow Agent.

(m) The Escrow Agent shall provide to Buyer and Seller monthly statements setting forth the balance of the Deposit Escrow Funds, all interest earned and all distributions made, which statements shall be delivered to Buyer and Seller at their respective addresses set forth in Section 11(d).

11. Miscellaneous.

(a) As between Buyer and Seller, this Agreement is subject to and controlled by the terms of the Purchase Agreement. Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the respective rights, duties and obligations of Buyer and Seller set forth in the Purchase Agreement. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Agreement as such inconsistency or conflict pertains to the rights, duties and obligations of Buyer and Seller, the terms of the Purchase Agreement shall prevail.

(b) The headings of the sections of this Agreement have been inserted for convenience and shall not modify, define, limit or expand the express provisions of this Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to the principles of conflict of laws. Except as otherwise expressly provided in this Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Agreement may be brought in the United States District Court for the Middle District of Pennsylvania or any state court sitting in Harrisburg, Pennsylvania, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may not or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Each party agrees that service of process on such party as provided in Section 11(d) of this Agreement shall be deemed effective service of process on such party.

(d) All notices, requests, claims, demands and other communications under this Agreement will be deemed received when delivered. All notices, requests, claims, demands and other communications under this Agreement will be in writing and will be delivered personally, sent by overnight courier (providing proof of delivery) to the parties or sent by fax (providing confirmation of transmission) at the following addresses or fax numbers (or at such other address or fax number for a party as will be specified by like notice):

(i) If to Seller, to:

The Harrisburg Authority
212 Locust Street, Suite 302
Harrisburg, Pennsylvania 17102
Facsimile: (717) 525-7688
Attention: Shannon G. Williams, P.E., Executive Director

with a copy (which shall not constitute notice) to:

Klehr Harrison Harvey Branzburg LLP
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Facsimile: (215) 568-6603
Attention: Douglas F. Schleicher, Esq.

with a copy (which shall not constitute notice) to:

Receiver for the City of Harrisburg
Executive Offices
401 Finance Building, 613 North Street
Harrisburg, PA 17120
Facsimile: 717-231-5558
Attention: Major General William B. Lynch, USAF, Ret.

with a copy (which shall not constitute notice) to:

McKenna Long & Aldridge LLP
303 Peachtree Street, NE
Suite 5300
Atlanta, GA 30308
Facsimile: (404) 527-4198
Attention: Joseph O. Blanco, Esq.

(ii) If to Buyer, to:

Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, Pennsylvania 17603
Facsimile: (717) 397-9973
Attention: James D. Warner, Chief Executive Officer

with a copy (which shall not constitute notice) to:

Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, Pennsylvania 17602
Facsimile: (717) 299-3160
Attention: Alexander Henderson III, Esq.

(iii) If to the Escrow Agent:

Fulton Financial Advisors

Facsimile: _____

Attention: _____

(e) This Agreement and the rights and obligations hereunder of parties hereto may not be assigned except with the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns. Except as expressly provided herein, no other person shall acquire or have any rights under or by virtue of this Agreement. This Agreement is intended to be for the sole benefit of the parties hereto, and (subject to the provisions of this Section 11(e)) their respective successors and assigns, and none of the provisions of this Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person.

(f) This Agreement may not be amended, supplemented or otherwise modified without the prior written consent of the parties hereto.

(g) The parties hereto acknowledge that, in accordance with Section 326 of the USA PATRIOT Act, the Escrow Agent, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Agreement agree that they shall provide the Escrow Agent with such information as it may request in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act.

(h) Nothing contained in this Agreement shall be deemed or construed to obligate Seller to execute or deliver the Purchase Agreement or perform any term or condition contained therein.

(i) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(j) The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

(k) This Agreement may be executed by PDF or facsimile signature and in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

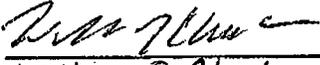
(l) This Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

SELLER:

THE HARRISBURG AUTHORITY
By its duly authorized representative:

By: 
Name: William J. Cluck
Title: Chairperson

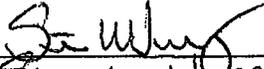
BUYER:

LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY
By its duly authorized representative:

By: 
Name: Karen M. Weibel
Title: Chairperson

ESCROW AGENT:

FULTON FINANCIAL ADVISORS,
a division of Fulton Bank, N.A.

By: 
Name: Stuart W. Joppentatz
Title: Senior Vice President

SCHEDULE 1

Escrow Agent Wire Instructions

Bank:	Fulton Bank
ABA Number:	031301422
Account Number:	013-196.964
Account Name:	LCSWMA HBGA ESCROW
Reference:	Fulton Financial Advisors

SCHEDULE 2

Escrow Agent Fees



FULTON FINANCIAL ADVISORS™

Making Success Personal.™

August 23, 2013

Attn: Joseph B. Allen, Esq.
Hartman Underhill & Brubaker LLP
221 E. Chestnut Street
Lancaster PA 17602

RE: Escrow Agreement by and among The Harrisburg Authority and Lancaster County Solid Waste Management Authority

Dear Mr. Allen:

I would like to thank you for giving Fulton Financial Advisors the opportunity to serve as Escrow Agent for the deposit escrow among The Harrisburg Authority and Lancaster County Solid Waste Management Authority.

We will charge a one time fee of \$1,000.00 that would be applicable to a six month term that would cover our legal review, account set-up and escrow administration on an account of \$500,000.00. This fee is payable upon the execution of the escrow agreement. If the escrow structure is materially changed, a new proposal will be submitted at the time of execution.

The escrow funds will be invested in the Goldman Sachs Financial Square Trust Treasury Obligations Fund, or comparable fund. Money market funds are available for deposit or withdrawal on a daily basis. Fulton Financial Advisors, a division of Fulton Bank, N.A. (hereinafter referred to as "Fulton"), has access to several money market funds, which may be used in an account. The fund is available only to larger institutional customers such as Fulton. A copy of the Fund Prospectus is available to you at any time upon request. Fulton has entered into an arrangement with the fund companies, which allows Fulton to provide this fund to clients in their account. This fund pays Fulton a service fee to compensate it for administrative, operational and custody services associated with processing this fund for its customers. This service compensation paid to Fulton is currently up to .25% of the average daily balance of the entire fund. This service compensation is further described in the Fund Prospectus. Additionally, the fund company itself has agreed to compensate Fulton for its role in the marketing of its funds. The amount of the marketing compensation paid to Fulton could be up to .05% of the average daily balance of the entire fund. This marketing compensation is paid from the earnings of the mutual fund company, thereby not reducing the income Fulton's clients receive on their respective money market fund investment.

If you have any questions regarding this proposal, please feel free to contact me at (717) 291-2562.

Sincerely,

Stuart Juppenlatz
Senior Vice President

One Penn Square, Lancaster, PA 17602 • www.fultonfinancialadvisors.com

Investments • Wealth Management • Corporate and Retirement Services • Private Banking • Insurance