

CLAWBACK ESCROW ACCOUNT AGREEMENT

This CLAWBACK ESCROW ACCOUNT AGREEMENT (this "Agreement") is dated and made as of _____, 2013 by and among LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY, a municipal authority created and existing under the laws of the Commonwealth of Pennsylvania (the "Authority"), the COMMONWEALTH OF PENNSYLVANIA, acting through the Department of General Services (the "Commonwealth"), the BOROUGH OF COLUMBIA, a political subdivision of the Commonwealth of Pennsylvania (the "Borough"), and _____, as escrow agent (the "Escrow Agent").

WHEREAS, the Commonwealth and the Borough are parties to that certain Intergovernmental Power Purchase and Sale Agreement, dated as of October 17, 2013 (the "PPA"), pursuant to which the Borough, among other things, has agreed to sell, and the Commonwealth has agreed to purchase, Electricity and Capacity produced at the electrical plant (the "Electrical Plant") existing on the mass burn, waste-to-energy facility located in the City of Harrisburg and Swatara Township, Dauphin County, Pennsylvania (the "Facility"), for a term of twenty (20) years beginning on the Effective Date (the "PPA Term"); and

WHEREAS, the Borough is leasing the Electrical Plant from the Authority pursuant to a certain Intermunicipal Agreement for Lease of the SRMC Electrical Plant and Steam Sale and Purchase (the "Steam Agreement"), which Steam Agreement also provides for the purchase and sale of steam produced by the mass burn plant existing on the Facility (the "Mass Burn Plant") from the Authority to the Borough to permit the Borough to produce Electricity and Capacity; and

WHEREAS, Section 3.4 of the PPA provides that the annual payments of the Commonwealth to the Borough for the purchase of Electricity during the second ten (10) year period of the PPA Term (the "Clawback Period") are subject to a clawback provision (the "Clawback"), pursuant to which the Authority will make certain payments into an account (the "Clawback Account") if the amount paid by the Commonwealth for Electricity in any given year exceeds the amount the Commonwealth would have paid for the same quantity of Electricity on the open market; and

WHEREAS, Section 3.5 of the PPA and Section 5(f) of the Steam Agreement requires the Authority to establish, maintain, and calculate the Clawback Account for the benefit of the Commonwealth; and

WHEREAS, the Escrow Agent is willing to act as escrow agent of the Clawback Account 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, and with the foregoing incorporated herein by reference, 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 PPA.

(a) "Account Termination Date" means the date that is forty-five (45) days after the end of the Term.

(b) "Capacity" means capacity to generate Electricity as measured by PJM UCAP, as it may be changed by PJM from time to time.

(c) "Clawback Account Funds" means the amount of funds held in the Clawback Account on any given date.

(d) "Clawback Deposit" means an amount the Authority is required to deposit in the Clawback Account within forty-five (45) days after the end of a given calendar year during the Clawback Term under Section 3.5 of the PPA. The amount of a Clawback Deposit for any given year, if any, shall be determined solely in accordance with the provisions of the PPA.

(e) "Effective Date" means the date that is fixed by the Commonwealth on which the Borough shall begin selling and delivering Electricity to the Commonwealth.

(f) "Electricity" means deregulated electricity that is purchased pursuant to the PPA and that is delivered to the delivery point between the Borough and the Commonwealth.

(g) "Joint Written Direction" means a joint written authorization of the Authority and the Commonwealth to the Escrow Agent to take some action with respect to the Clawback Account.

(h) "PPA Parties" means the Authority, the Commonwealth, and the Borough. For purposes of clarity, the Escrow Agent is not included as a PPA Party.

(i) "Termination Notice" means a written authorization from the Authority delivered to the Escrow Agent on or before the Account Termination Date to pay the entire balance of Clawback Account Funds to the Commonwealth.

2. Appointment of Escrow Agent. The PPA Parties hereby appoint the Escrow Agent as escrow agent for the Clawback Account 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. Clawback Period. On or before the beginning of the Clawback Period, which shall begin on the tenth (10th) anniversary of the Effective Date and continue for a term of ten (10) calendar years thereafter, the Escrow Agent shall open and establish an account to operate as the Clawback Account. The Parties and the Escrow Agent acknowledge and agree that the Clawback Account shall not receive any Clawback Deposits or any other funds from any source until the beginning of the Clawback Period.

4. Clawback Deposits in Escrow. In accordance with the terms and conditions of the PPA, the Authority shall deliver to the Escrow Agent the Clawback Deposit for a given year during the Clawback Period within forty-five (45) days after the end of such year to be deposited into the Clawback Account pursuant to the wire instructions set forth on Schedule 1 attached hereto. The PPA Parties hereby authorize and direct the Escrow Agent to keep the Clawback Account Funds in its possession, pending the disbursement thereof in accordance with the terms of this Agreement, and the Escrow Agent accepts such Clawback Account Funds subject to the foregoing terms. In no event shall the Commonwealth be required to deposit any funds into the Clawback Account.

5. Management and Ownership of the Clawback Account.

(a) Management. The Authority shall have the sole responsibility of establishing and managing the Clawback Account, including, without limitation, the calculation of any amounts due from Clawback Account Funds to any of the Parties or any other persons or entities and authorizing any Disbursements.

(b) Ownership. Notwithstanding the Authority's management of the Clawback Account pursuant to Section 5(a) of this Agreement, the Clawback Account shall be titled in the Commonwealth's name and managed solely for the benefit of the Commonwealth. All interest generated on Clawback Account Funds shall be the sole property of the Commonwealth.

6. Disbursement of Clawback Account Funds. The Escrow Agent shall hold and safeguard the Clawback Account Funds in its possession until instructed hereunder to release any funds from the Clawback Account in accordance with the terms of this Section 6. The Escrow Agent shall not make any disbursements from the Clawback Account unless pursuant to the terms of this Agreement and/or a written authorization from the Authority.

(a) On the Account Termination Date, if the Escrow Agent has received a Termination Notice from the Authority, the balance of the Clawback Account Funds, if any, and all accrued interest thereon, shall be paid to the Commonwealth.

(b) If the Escrow Agent does not receive Termination Notice on or before the Account Termination Date, then the Escrow Agent shall promptly notify the Authority and Authority's legal counsel, and continue to hold in escrow the balance of the Clawback Account Funds until receipt of (i) a Termination Notice from the Authority, a (ii) Joint Written Direction of the Authority and the Commonwealth, or (iii) a certified copy of a final, nonappealable order of a court of competent jurisdiction ordering the Escrow Agent to disburse the balance of the Clawback Account. Upon receipt of any of the items set forth in (i), (ii), or (iii) of this Section 6(b), the Escrow Agent shall promptly comply with its terms.

7. Investment of the Clawback Account Funds. During the term of this Agreement, the Escrow Agent shall invest and reinvest the Clawback Account Funds only in such interest-bearing investments which (a) satisfy restrictions on governmental investments, (b) are specifically approved in writing by both legal counsel for the Commonwealth and the Authority, and (c) are offered by the Escrow Agent, unless the

Escrow Agent is otherwise instructed in writing by the Authority and the Commonwealth to invest and reinvest Clawback Account 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 Clawback Account 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 Clawback Account Funds shall become part of the Clawback Account Funds, and any losses incurred on such investment and reinvestment of the Clawback Account Funds shall be debited against the Clawback Account Funds. The Clawback Account Funds shall be invested and reinvested as set forth above unless the Escrow Agent is notified differently by a Joint Written Direction of the Authority and the Commonwealth.

8. Statement of Clawback Account Activity. Within sixty (60) days after the end of a given year, the Escrow Agent shall provide the PPA Parties with a written statement of all Clawback Account activity for the previous year (the "Annual Statement"). The Commonwealth hereby agrees and acknowledges that the Escrow Agent's delivery of the Annual Statement to the Commonwealth shall be deemed to satisfy the Authority's obligation in Section 3.5 of the PPA to provide the Commonwealth with a similar written statement of all Clawback Account activity for the previous year.

9. Termination. This Agreement shall terminate upon the distribution pursuant to Section 6 above of all Clawback Account Funds from the accounts established hereunder. The provisions of Sections 10, 12 and 13(l) of this Agreement shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

10. Compensation of Escrow Agent.

(a) The Escrow Agent shall be paid compensation for its duties hereunder pursuant to the fee schedule set forth in Schedule 2 attached hereto and incorporated herein by reference (the "Escrow Agent Fee"). The PPA Parties agree and acknowledge that the Escrow Agent may and shall deduct the Escrow Agent Fee from the Clawback Account Funds at the end of each calendar month prior to any disbursements of Clawback Account funds to a PPA Party.

(b) In the event that the Clawback Account Funds at the end of a given calendar month are insufficient to satisfy the Escrow Agent Fee, the Authority shall be solely responsible for, and liable to the Escrow Agent for, the Escrow Agent Fee.

(c) The Authority shall 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, except to the extent such loss, liability, damage, or expenses paid or incurred by the Escrow Agent were caused by the negligence or willful misconduct of the Escrow Agent or its agents.

(d) The obligations contained in Sections 10(b) and 10(c) of this Agreement shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent. The Escrow Agent and the PPA Parties acknowledge and agree that neither the Borough nor the Commonwealth shall have any liability or obligation under this Sections 10(b) and 10(c) of this Agreement.

11. Resignation of Escrow Agent. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving not less than forty-five (45) calendar days' prior written notice of such resignation to the PPA Parties in accordance with Section 14(d) of this Agreement. Thereafter, the Escrow Agent shall have no further obligation to the PPA Parties except to hold the Clawback Account Funds as depository and not otherwise. The Authority 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 14(d) of this Agreement. Upon such notice, a successor escrow agent shall be appointed by the Authority, who shall provide written notice of such appointment to the resigning Escrow Agent in accordance with Section 14(d) of this Agreement. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall deliver the Clawback Account Funds then held hereunder to the successor escrow agent. Upon its resignation and delivery of the Clawback Account Funds as set forth in this Section 11, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Clawback Account Funds or this Agreement.

12. Indemnification of Escrow Agent. The Authority shall 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 negligence or willful misconduct. The Escrow Agent and the PPA Parties acknowledge and agree that neither the Borough nor the Commonwealth shall have any liability under this Section 12, except to the extent that any claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property or natural resources), penalties, actions, suits, judgments, reasonable costs and expenses (including reasonable attorney's fees and expenses) of whatever kind or nature were caused by the negligence or willful misconduct of the Borough and/or the Commonwealth, in which case the party liable for such amount shall indemnify and reimburse the party incurring such amount for the full amount of the loss. The provisions of this Section 12 shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

13. 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 any of the PPA Parties are 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) of a PPA Party 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 Clawback Account 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 Clawback Account Funds), then the Escrow Agent is authorized to comply therewith in any manner it or legal counsel of its own choosing deems appropriate, provided only that the Escrow Agent shall give written notice of such service to the PPA Parties within a reasonable time after receipt. 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 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 the Authority or any entity acting on behalf of the Authority, (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 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 negligence or willful misconduct) in the investment or reinvestment of the Clawback Account 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 Clawback Account 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, provided that the costs and expenses of such legal counsel shall be the sole responsibility and liability of the Escrow Agent except when specifically provided otherwise in this Agreement.

(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 Authority 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 the date on which the Authority received 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 the Authority or is not in the font or format the Authority sent or intended to send (whether due to fraud, distortion or otherwise). The Authority 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 Clawback Account Funds, unless the Escrow Agent receives written instructions, signed by the Authority, which eliminates such ambiguity or uncertainty.

(k) In the event of any dispute between or conflicting claims among the PPA Parties and any other person or entity with respect to the Clawback Account 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 Clawback Account Funds so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the PPA Parties 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 the Authority.

(l) The Escrow Agent does not have any interest in the Clawback Account Funds deposited hereunder but is serving as escrow holder only and having only possession thereof. The Authority shall be solely liable to pay or reimburse the Escrow Agent upon request for any transfer taxes, if any, or other taxes relating to the Clawback Account Funds incurred in connection with the Escrow Agent's duties hereunder 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. The PPA Parties shall provide the Escrow Agent with appropriate W-9 forms for tax identification number certifications. This Section 13(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 the Authority monthly statements setting forth the balance of the Clawback Account Funds, all interest earned and all distributions made, which statements shall be delivered to the Authority at its respective address set forth in Section 14(d).

14. Miscellaneous.

(a) As between the PPA Parties, this Agreement is subject to and controlled by the terms of the PPA. Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the respective rights, duties and obligations of the PPA Parties set forth in the PPA. In the event of any inconsistency or conflict between the terms of the PPA and the terms of this Agreement as such inconsistency or conflict pertains to the rights, duties and obligations of the PPA Parties, the terms of the PPA 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 Eastern District of Pennsylvania or any state court sitting in Lancaster, 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 14(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 the Commonwealth, to:

Commonwealth of Pennsylvania
Department of General Services, Bureau of Procurement
555 Walnut Street, Forum Place, 6th Floor
Harrisburg, Pennsylvania 17101-1914
Attention: Greg Knerr

Phone: (717) 703-2935
Fax: (717) 346-3820

(ii) If to the Authority, to:

James D. Warner, Chief Executive Officer
Lancaster County Solid Waste Management Authority
1299 Harrisburg Pike
Lancaster, Pennsylvania 17604
Phone: (717) 397-9968
Facsimile: (717) 397-9973
Email: jwarner@lcswma.org

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

Alexander Henderson, III, Esq.
Hartman Underhill & Brubaker, LLC
221 East Chestnut Street
Lancaster, Pennsylvania 17602
Phone: (717) 299-7254
Facsimile: (717) 299-3160
Email: alexh@hublaw.com

(iii) If to the Borough, to:

Sam Sulkosky, Borough Manager
Borough of Columbia
308 Locust Street
Columbia, PA 17512
Phone: (717) 684-2467
Fax: _____
Email: Colamanager@comcast.net

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

Phone: _____
Fax: _____
Email: _____

(iv) If to the Escrow Agent:

Phone: _____
Fax: _____
Email: _____

(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 14(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) 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.

(i) 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.

(j) 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.

(k) 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 Clawback Escrow Account Agreement as of the day and year first above written.

ATTEST:

BOROUGH OF COLUMBIA

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

COMMONWEALTH OF PENNSYLVANIA

APPROVED AS TO LEGALITY AND
FORM

DEPARTMENT OF GENERAL SERVICES

By: _____
Secretary

OFFICE OF CHIEF COUNSEL

Date: _____

By: _____

Date: _____

OFFICE OF GENERAL COUNSEL

By: _____

Date: _____

OFFICE OF ATTORNEY GENERAL

By: _____

Date: _____

LANCASTER COUNTY SOLID WASTE MANAGEMENT AUTHORITY:

By: _____
Chair

Date: _____

Attest: _____
Secretary

ATTEST:

ESCROW AGENT

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

Escrow Agent Wire Instructions

Bank:
ABA Number:
Account Number:
Account Name:
Reference:

SCHEDULE 2

Escrow Agent Fees