

BOROUGH ESCROW ACCOUNT AGREEMENT

This BOROUGH 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"). Collectively, the Borough, the Authority, and the Commonwealth are occasionally hereinafter referred to as the "Parties."

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 (the "PPA Term"); and

WHEREAS, pursuant to a certain Intermunicipal Agreement for Lease of the SRMC Electrical Plant and Steam Sale and Purchase, dated as of September 9, 2013 (the "Steam Agreement"), the Borough agrees to lease the Electrical Plant from the Authority, and the Authority agrees to sell to the Borough the steam produced by the mass burn plant existing on the Facility (the "Mass Burn Plant") to permit the Borough to produce Electricity and Capacity to sell to the Commonwealth under the PPA; and

WHEREAS, the Steam Agreement has a term of twenty (20) years (the "Steam Agreement Term") beginning on the date the Authority acquires the Facility (the "Effective Date"); and

WHEREAS, Section 3.1 of the PPA and Section 5 of the Steam Agreement provide that the Authority shall establish and maintain a bank deposit account in the joint name of the Authority and the Borough (the "Escrow Account") to receive payments from the Commonwealth for the purchase of Electricity and to pay all expenses of the Electrical Plant as further set forth in the Steam Agreement; and

WHEREAS, Section 5(a) of the Steam Agreement requires the bank holding the Escrow Account to maintain a branch in the County of Lancaster, Pennsylvania, and be a legally permissible depository for Borough funds; and

WHEREAS, the Parties have determined that the Escrow Agent satisfies the requirements of Section 5(a) of the Steam Agreement as of the date hereof, and the Escrow Agent is willing to act as escrow agent of the Escrow 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 and the Steam Agreement.

(a) "Account Termination Date" means the date that is twenty (20) Business Days after the end of the Steam Agreement Term.

(b) "Borough Obligations" means any and all obligations of the Borough under the PPA, the Steam Agreement, or any other agreement or contract pertaining to the Electrical Plant.

(c) "Business Day" means any day except Saturday, Sunday, or a day on which banks in the Commonwealth of Pennsylvania are closed.

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

(e) "Covanta" means Covanta Harrisburg, Inc., a Delaware corporation, or its successor or assign under the Electrical MPSA.

(f) "DGS Payments" means any and all payments from the Commonwealth to the Escrow Account, on behalf of the Borough, for the purchase of Electricity or Capacity from the Borough pursuant to Sections 2.1 and 2.8 of the PPA.

(g) "Disbursements" means any and all payments or releases of funds from the Escrow Account. A Disbursement can be made only pursuant to a written authorization from the Authority.

(h) "Electrical MPSA" means the Electrical Plant Management and Professional Services Agreement, dated November __, 2013, between Covanta and the Borough, and consented to by the Authority.

(i) "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.

(j) "Electricity Manager" means the entity designated as the selected supplier by the Commonwealth in connection with the EM Contract.

(k) "EM Contract" means the Energy Commodity Supply and Related Services to the Commonwealth of Pennsylvania agreement, for which the Commonwealth issued a Request for Quote on October 29, 2013, set a deadline to receive bids of November 15, 2013, and selected the Electricity Manger's bid to be the selected supplier to the Commonwealth thereunder.

(l) "Escrow Account Funds" means any and all funds held in the Escrow Account at a given time.

(m) "Parties" means the Authority, the Commonwealth, and the Borough. For purposes of clarity, "Parties" does not include the Escrow Agent.

(n) "Steam" means the steam output produced at the Mass Burn Plant by the Authority, which shall be sold to the Borough.

2. Appointment and Qualification of Escrow Agent.

(a) Appointment. The Parties hereby appoint the Escrow Agent as escrow agent for the Escrow 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. The Parties hereby authorize and direct the Escrow Agent to keep the Escrow Account Funds in its possession, pending the disbursement thereof in accordance with the terms of this Agreement, and the Escrow Agent accepts such Escrow Account Funds subject to the foregoing terms.

(b) Qualification. If at any time the Escrow Agent fails to maintain a branch in the County of Lancaster, Pennsylvania, or otherwise becomes aware that it does not satisfy any applicable requirement of law to be a permissible depository of funds for the Borough (each a "Disqualification Event"), the Escrow Agent shall notify the Parties in writing within five (5) Business Days after the Disqualification Event. Such writing shall state the type and nature of the Disqualification Event.

3. DGS Payments. In accordance with Section 5(b) of the PPA, all DGS Payments shall be paid directly into the Escrow Account, and the Borough irrevocably assigns any and all rights to the DGS Payments to the Escrow Account. The Escrow Agent shall hold all DGS Payments received in the Escrow Account pursuant to the terms of this Agreement.

4. Management and Ownership of the Escrow Account.

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

(b) Ownership; Interest on Escrow Account Funds. Notwithstanding the Authority's management of the Escrow Account pursuant to Section 4(a) of this Agreement, the Escrow Account shall be titled in the joint names of the Commonwealth and the Authority and managed solely for the benefit of the Commonwealth. All interest generated on Escrow Account Funds shall first be applied to satisfy Disbursements, and if any interest remains after payment of the Disbursements, shall be held and carried over to future payments of Disbursements.

(c) Sole Recourse. The Parties hereby agree and acknowledge that the Escrow Account will be used to pay all Borough Obligations. All Borough Obligations are

agreed and acknowledged to be non-recourse to the Borough with the exception of the Escrow Account Funds.

5. Disbursements.

(a) During the Steam Agreement Term, the Escrow Agent shall hold and safeguard the Escrow Account Funds in its possession until instructed hereunder to release any funds from the Escrow Account in accordance with the terms of this Section 5. The Escrow Agent shall not release any funds or make any Disbursements except upon receipt of authorization for such Disbursement from the Authority.

(b) Within two (2) Business Days after the close of each calendar month during the Steam Agreement Term, the Escrow Agent shall notify the Authority of the amount of Escrow Account Funds as of the end of immediately preceding calendar month. Within a reasonable time after receiving such notification, the Authority shall provide the Escrow Agent with a written authorization to make a Disbursement. Such authorization shall list the persons or entities to receive an amount of a Disbursement and the amount of such Disbursement that shall be paid to each such person or entity.

(c) On the Account Termination Date, to the extent Escrow Account Funds remain, the Authority shall provide the Escrow Agent with a written authorization to make a final Disbursement. Such authorization for the final Disbursement shall list the persons or entities to receive an amount of the final Disbursement and the amount of such final Disbursement that shall be paid to each such person or entity.

6. Investment of the Escrow Account Funds. During the term of this Agreement, the Escrow Agent shall invest and reinvest the Escrow Account Funds only in such interest-bearing investments which (a) satisfy restrictions on governmental investments, (b) are specifically approved in writing by the Authority, and (c) are offered by the Escrow Agent, unless the Escrow Agent is otherwise instructed in writing by the Authority to invest and reinvest Escrow 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 Escrow 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 Escrow Account Funds shall become part of the Escrow Account Funds, and any losses incurred on such investment and reinvestment of the Escrow Account Funds shall be debited against the Escrow Account Funds. The Escrow 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.

7. Statement of Escrow Account Activity.

(a) Within ten (10) Business Days after the end of a given calendar month during the Steam Agreement Term, the Escrow Agent shall provide the Parties with a written statement of all activity in the Escrow Account for such calendar month, including all DGS Payments, all Disbursements, any fees paid to the Escrow Agent and

any other deposits to and payments from the Escrow Account (the "Monthly Statement"). The Borough hereby agrees and acknowledges that the delivery by the Escrow Agent of the Monthly Statement to the Borough shall satisfy the Authority's obligation under Section 5(a) of the Steam Agreement.

(b) 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 Escrow Account activity for the previous year (the "Annual Statement").

8. Termination. This Agreement shall terminate upon the distribution pursuant to Section 5 above of all Escrow Account Funds from the accounts established hereunder. The provisions of Sections 9, 11 and 12(l) of this Agreement shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

9. 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 Parties agree and acknowledge that the Escrow Agent may and shall deduct the Escrow Agent Fee from the Escrow Account Funds at the end of each calendar month prior to payment of any Disbursement.

(b) In the event that the Escrow 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 9(b) and 9(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 Parties acknowledge and agree that neither the Borough nor the Commonwealth shall have any liability or obligation under this Sections 9(b) and 9(c) of this Agreement.

10. 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 Parties in accordance with Section 13(d) of this Agreement. Thereafter, the Escrow Agent shall have no further obligation to the Parties except to hold the Escrow 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 13(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 13(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 Escrow Account Funds then held hereunder to the successor escrow agent. Upon its resignation and delivery of the Escrow Account Funds as set forth in this Section 10, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Account Funds or this Agreement.

11. 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 Parties acknowledge and agree that neither the Borough nor the Commonwealth shall have any liability under this Section 11, 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 11 shall survive the termination of this Agreement and the earlier resignation or removal of the Escrow Agent.

12. 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 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 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 Escrow 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 Escrow 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 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 Escrow 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 Escrow 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 Escrow 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 Parties and any other person or entity with respect to the Escrow 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 Escrow 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 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 Escrow 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 Escrow 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 Parties shall provide the Escrow Agent with appropriate W-9 forms for tax identification number certifications. This Section 12(l) shall survive notwithstanding any termination of this Agreement or the resignation or removal of the Escrow Agent.

13. Miscellaneous.

(a) As between the Parties, this Agreement is subject to and controlled by the terms of the PPA and of the Steam Agreement. Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the respective rights, duties and obligations of the Parties set forth in the PPA or in the Steam Agreement. In the event of any inconsistency or conflict between the terms of the PPA or the Steam Agreement and the terms of this Agreement as such inconsistency or conflict pertains to the rights, duties and obligations of the Parties, the terms of the PPA or the Steam Agreement, as applicable, 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 13(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@lcswwa.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 13(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 Borough 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

OFFICE OF CHIEF COUNSEL

By: _____
Secretary

By: _____

Date: _____

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