

WS 11/28/12
RAM

COUNTY OF DAUPHIN,
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. 4- 2012

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAUPHIN, PENNSYLVANIA (THE "COUNTY") AUTHORIZING AND DIRECTING THE EXTENSION OF THE MATURITY DATE OF THE COUNTY'S FEDERALLY TAXABLE BOND ANTICIPATION NOTE, SERIES OF 2010 (THE "NOTE") AS PERMITTED BY AND PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 Pa.C.S. § 8001 *et seq*; AUTHORIZING EXECUTION AND DELIVERY OF THE SUPPLEMENT AND ALLONGE TO NOTE AND SUPPLEMENT TO NOTE PURCHASE AGREEMENT; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS COUNTY IN SUPPORT OF SUCH NOTE, AS AMENDED AND EXTENDED; APPOINTING BOND COUNSEL; AUTHORIZING APPROPRIATE OFFICERS OF THE COUNTY TO TAKE CERTAIN ACTIONS AND TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION HEREWITH; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INSOFAR AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the County of Dauphin (the "County"), is a county of the third class existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), and is a Local Government Unit, as defined in the Local Government Unit Debt Act, 53 Pa.C.S. § 8001 *et. seq.*, as amended and supplemented (the "Debt Act"); and

WHEREAS, the Board of Commissioners of the County (the "Board" or "Board of Commissioners") determined to undertake a project consisting of: (i) the financing of the reimbursement to the County of the County's lease rental debt obligation previously incurred pursuant to the provisions of the Debt Act (Approval No. LRA-4696), evidenced by the issuance of the Harrisburg Authority of its Guaranteed Resource Recovery Facility Limited Obligation Notes, Series C of 2007 and its Guaranteed Federally Taxable Resource Recovery Facility Limited Obligation Notes, Series D of 2007 (collectively, the "2007 Notes"), and (ii) the financing of all or a portion of the costs of issuance of the Note (as hereinafter defined) ((i) – (ii) are collectively, the "Note Project,"); and

WHEREAS, the Note Project was funded by the issuance of the County's Federally Taxable Bond Anticipation Note, Series of 2010 (the "2010 Note") in the aggregate principal amount of \$34,746,500 (Approval No. BAN-124) under and pursuant to Ordinance No. 6-2010 of the County (the "2010 Ordinance") and pursuant to Section 8108 of the Debt Act, which provided that the 2010 Note was payable, at maturity, by exchange for or out of the proceeds of

the sale of the County's anticipated series of General Obligation Bonds, Series of 2012 (the "2012 Bonds"); and

WHEREAS, Section 8108 of the Debt Act, and the 2010 Note, further provides that if no proposals are received for the purchase of such 2012 Bonds, the sole remedy of the Bank shall be either to accept the 2012 Bonds at the maximum rate or to extend the maturity of the 2010 Note for one or more specified additional periods of not less than six months each during which time additional offers of the 2012 Bonds may be made; and

WHEREAS, PNC Bank, National Association, Camp Hill, Pennsylvania (the "Purchaser" or the "Bank") purchased the 2010 Note as issued by the County pursuant to a Note Purchase Agreement dated November 3, 2010 (the "Original Purchase Agreement") by and between the Bank and the County; and

WHEREAS, the maturity date of the 2010 Note is December 1, 2012 (the "Original Maturity Date"); and

WHEREAS, the County has represented to the Bank that it is presently unable to issue the 2012 Bonds to refinance and redeem the 2010 Note and has requested that the Bank consent to a two-year extension of the Original Maturity Date as authorized, provided and permitted by Section 8108 of the Debt Act and the terms of the 2010 Ordinance and 2010 Note; and

WHEREAS, the Bank is agreeable to such an extension on the terms and conditions as set forth in the Supplement to Note Purchase Agreement dated November __, 2012 (the "Purchase Agreement Supplement") by and between the Bank and the County, which Purchase Agreement Supplement amends and extends certain provisions of the Original Purchase Agreement; and

WHEREAS, the County and the Bank agree that it is in the best interest of both parties to amend and modify the 2010 Note to extend the Original Maturity Date of the 2010 Note, as permitted by the Debt Act, the 2010 Ordinance and the 2010 Note, in order to provide additional time for the County to issue its 2012 Bonds for purposes of refinancing and redeeming the 2010 Note; and

WHEREAS, the extension of the Original Maturity Date, as set forth in the 2010 Note, shall be accomplished under and pursuant to the Supplement and Allonge to the 2010 Note (the "Supplement and Allonge"); and

WHEREAS, the County desires to authorize and approve the form of Supplement and Allonge, authorize and approve the execution and delivery of the Purchase Agreement Supplement and related instruments by this County, and to execute and deliver such other documents as may be necessary to implement the Purchase Agreement Supplement and to authorize such further action by its officers consistent with this Ordinance, the 2010 Ordinance, the Debt Act, and all other applicable law.

NOW, THEREFORE, BE AND IT HEREBY IS ENACTED AND ORDAINED by the Board of Commissioners of the County of Dauphin:

Section 1. Acceptance of Purchase Agreement Supplement.

The Purchase Agreement Supplement presented by the Purchaser to the Board of Commissioners at this meeting, as its proposal to extend the Original Maturity Date as set forth in the 2010 Note, is hereby accepted.

Section 2. Supplement and Allonge.

The form, terms and provisions of the Supplement and Allonge, as set forth in the substantially final form of Supplement and Allonge attached hereto as Exhibit A, are hereby approved. The Chairman or Vice Chairman of this Board of Commissioners (or other authorized officers or officials of the County) is hereby authorized and directed to execute the Supplement and Allonge in such form, subject to such changes and modifications, if any, as may be approved by such officer or officers, the execution of the Supplement and Allonge to be conclusive evidence of such approval, and the Chief Clerk of the County is hereby authorized and directed to affix thereto the corporate seal of the County, to attest the same and to deliver the Supplement and Allonge to the Bank.

The County confirms and agrees that the Supplement and Allonge is only a modification and extension of the 2010 Note undertaken pursuant to Section 8108(a) of the Debt Act, and does not constitute a refinancing, redemption, retirement or defeasance of the 2010 Note. All other terms, conditions, provisions, covenants, agreements and undertakings set forth in the 2010 Note shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. Except as expressly provided in the Supplement and Allonge, the Supplement and Allonge shall not constitute an amendment, waiver, consent or release with respect to any provision of the 2010 Note, the 2010 Ordinance (as supplemented by this Ordinance), the Original Purchase Agreement (as supplemented by the Purchase Agreement Supplement) or any other document or agreement executed or delivered by the County in connection with the 2010 Note, a waiver of any default or event of default under the 2010 Note, or a waiver or release of any of the Bank's rights and remedies (all of which are reserved in the Supplement and Allonge).

The 2010 Note, as modified and extended by the Supplement and Allonge, shall be payable, at maturity, by exchange for or out of the proceeds of the sale of the County's anticipated series of General Obligation Bonds, Series of 2014 (the "Anticipated Bonds"), previously denoted for purposes of reference in the 2010 Ordinance and 2010 Note as the "2012 Bonds." The maximum rate of interest of the Anticipated Bonds shall be 12%. The Anticipated Bonds shall be offered for sale but, if no proposals are received, and as provided by the Debt Act, the sole remedy of the holder of the 2010 Note shall be either to accept the Anticipated Bonds at the maximum rate or to extend the maturity of the 2010 Note for one or more specified additional periods of not less than six months each during which time additional offers of the Anticipated Bonds may be made.

Section 3. Maturity and Interest Rates.

The 2010 Note, as modified and extended by the Supplement and Allonge, shall bear interest at the maximum rates and mature on such date as set forth on Schedule A attached hereto and incorporated herein. The stated maturity of the 2010 Note, as modified and extended by the Supplement and Allonge, as shown on Schedule A has been fixed in compliance with Section 8142(b)(2) of the Debt Act.

Section 4. General Obligation Covenant.

The 2010 Note, as modified and extended by the Supplement and Allonge, is hereby declared to be a general obligation of the County. The County hereby covenants with the registered owners from time to time of the 2010 Note, as modified and extended by the Supplement and Allonge, outstanding pursuant to the 2010 Ordinance and this Ordinance that it will include the amount of the debt service as specified in this Section, on the 2010 Note, as modified and extended by the Supplement and Allonge, for each fiscal year in which such sums are payable, in its budget for that year, will appropriate such amounts for such payments and will duly and punctually pay or cause to be paid the principal of and the interest on the 2010 Note, as modified and extended by the Supplement and Allonge, on the dates, at the places and in the manner stated therein, according to the true intent and meaning thereof, and for such budgeting appropriation and payment, the County does hereby pledge its full faith, credit and taxing power.

The maximum amount of the debt service which the County hereby covenants to pay on the 2010 Note, as modified and extended by the Supplement and Allonge, in each year is shown on Schedule B which is attached hereto and incorporated herein by reference as if set out here at length.

As provided in the Debt Act, the foregoing covenants are specifically enforceable.

Section 5. Reimbursement of Costs.

Unless prohibited by applicable law, the County agrees to pay or cause to be paid and to save the Bank harmless against liability for the payment of all out-of-pocket expenses including, but not limited to, reasonable fees and expenses of counsel and paralegals for the Bank incurred by the Bank from time to time (i) arising in connection with the preparation, enactment, execution, delivery and performance of this Ordinance; the 2010 Ordinance; the 2010 Note, as modified and extended by the Supplement and Allonge; and the Original Purchase Agreement, as modified by the Purchase Agreement Supplement (the "Note Documents"), (ii) relating to any requested amendments, waivers or consents to any of the Note Documents, (iii) arising in connection with the Bank's enforcement or preservation of rights under the Debt Act, the 2010 Note, as modified and extended by the Supplement and Allonge, or any of the other Note Documents or (iv) arising in connection with any bankruptcy, reorganization, distressed municipality, receivership, trusteeship or similar proceeding affecting the County. The obligation of the County under this paragraph shall survive the payment of the 2010 Note, as modified and extended by the Supplement and Allonge, and sums payable by the County to the Bank hereunder shall bear interest at the Default Rate, as set forth in the 2010 Note, as modified

and extended by the Supplement and Allonge.

Section 6. Filing with Department of Community and Economic Development.

The Chairman, Vice Chairman or Chief Clerk of the County (the "Proper Officers") hereby are authorized and directed to file with the Department of Community and Economic Development, in accordance with the Debt Act, a transcript of the proceedings relating to the execution and delivery by the County of the Supplement and Allonge, including a copy of such Supplement and Allonge and a copy of this Ordinance, and to take other necessary action, and to prepare and file any necessary documents with the Department of Community and Economic Development.

Section 7. General Authorization.

Proper Officers of the County and other officers and officials of the County are hereby authorized and directed to execute and deliver the Purchase Agreement Supplement and such other documents and to take such other action as may be necessary or appropriate in order to effect the execution and delivery of the Supplement and Allonge, all in accordance with this Ordinance.

Section 8. Authorization of Officers.

Any authorization granted to, power conferred on, or direction given to Proper Officers of the County shall be deemed to run to the Vice Chairman, Assistant Chief Clerk or Deputy Treasurer, respectively, as if such latter titles had been expressly included in the text hereof which grants such authorization, confers such power or gives such direction.

Section 9. Appointment of Bond Counsel.

The County hereby appoints McNees Wallace & Nurick LLC, Harrisburg, Pennsylvania, as Bond Counsel for the Note and consents to the representation of the Purchaser by McNees Wallace & Nurick LLC, Harrisburg, Pennsylvania.

Section 10. Remedies of Note Holder.

Upon failure or refusal by the County, in any fiscal year, to budget debt service on the 2010 Note, as modified and extended by the Supplement and Allonge, or to appropriate or pay the moneys necessary in that fiscal year for payment of the principal and interest due on the 2010 Note, as modified and extended by the Supplement and Allonge, or upon failure by the County to make any payment of principal of, or accrued interest on, the 2010 Note, as modified and extended by the Supplement and Allonge, when due (whether at the stated maturity date or upon an unrevoked call for prior redemption or prepayment) and such failure of payment continues for 30 days (each, an "Event of Default"), the holders of the 2010 Note, as modified and extended by the Supplement and Allonge, (i) may, upon notice to the County, accelerate and call all outstanding principal of, and accrued interest on, the 2010 Note, as modified and extended by the Supplement and Allonge, whereupon the same shall immediately become due and (ii) shall have such other rights and remedies as may be provided by law, including as set forth in Sections

8261 – 8266 of the Debt Act.

Section 11. Ratification and Confirmation of 2010 Ordinance. All terms, conditions, covenants, and agreements of the 2010 Ordinance, except to the extent that the same are modified or amended or supplemented hereby, are ratified and confirmed and are declared to be and shall be and shall remain in full force and effect.

Section 12. Severability.

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

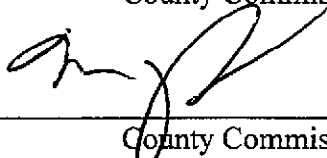
Section 13. Repealer.

Any ordinances or parts thereof not in accordance with this Ordinance are hereby repealed insofar as they conflict with this Ordinance.

ENACTED, by the Governing Body of this Local Government Unit, in lawful session duly assembled, this 28th day of November, 2012.


COUNTY OF DAUPHIN, PENNSYLVANIA

By:  _____
County Commissioner

By:  _____
County Commissioner

By:  _____
County Commissioner

ATTEST:

 _____
Chief Clerk

(SEAL)

SCHEDULE A

**MATURITY SCHEDULE OF THE 2010 NOTE, AS MODIFIED AND EXTENDED BY
THE SUPPLEMENT AND ALLONGE**

<u>Maximum Principal Amount</u>	<u>Maximum Interest Rate</u>	<u>Maximum Effective Yield to Maturity</u>	<u>Maturity Date</u>
\$34,746,500	12%	12%	12/01/2014

SCHEDULE B

MAXIMUM ANNUAL AMOUNTS APPROPRIATED TO SINKING FUND

<u>Year</u>	<u>Amount</u>
2011	\$ 4,227,490.83
2012	4,239,073.00
2013	4,239,073.00
2014	38,985,573.00

EXHIBIT A
FORM OF SUPPLEMENT AND ALLONGE

COUNTY OF DAUPHIN, PENNSYLVANIA
\$34,746,500 County of Dauphin, Pennsylvania Federally Taxable Bond Anticipation Note, Series of 2010
Extension of Original Maturity Date

CLOSING AGENDA

PARTICIPANTS

County of Dauphin, Pennsylvania

County

PNC Bank, National Association

Bank

Susquehanna Group Advisors

Financial Advisor

William T. Tully, Esquire

County Solicitor

McNees Wallace & Nurick LLC

Bond Counsel and Bank Counsel

ACTION TO BE TAKEN AT CLOSING

A CD-Rom transcript of the following documents will be delivered to the Participants named herein.

<u>CLOSING DOCUMENTS</u>	<u>RESPONSIBLE PARTY</u>
1. Certified Copy of Ordinance of the County enacted November 28, 2012	Bond Counsel
2. Informational Filing to Department of Community and Economic Development	Bond Counsel
3. Supplement to Note Purchase Agreement dated November 28, 2012	Bank Counsel
4. Supplement and Allonge to the 2010 Note	Bank Counsel
5. County Closing Certificate	Bond Counsel
Exhibit A - Specimen Signatures	
Exhibit B - Authorizing Ordinances	
Exhibit C- Specimen Supplement and Allonge	
6. County Solicitor Opinion	County Solicitor
7. Bond Counsel Opinion	Bond Counsel

December 1, 2012

County of Dauphin, Pennsylvania

PNC Bank, National Association
Camp Hill, Pennsylvania

Re: \$34,746,500 County of Dauphin, Pennsylvania Federally Taxable Bond
Anticipation Note, Series of 2010 – Extension of Original Maturity Date

We have acted as Bond Counsel to the County of Dauphin, Pennsylvania (the "County") in connection with the authorization, execution and delivery by the County of a Supplement and Allonge dated as of December 1, 2012 (the "Supplement and Allonge"), extending the maturity date of the County's \$34,746,500 Federally Taxable Bond Anticipation Note, Series of 2010 (the "2010 Note") originally issued pursuant to the Local Government Unit Debt Act, Act of July 12, 1972, P.L. 781, No. 185, reenacted April 28, 1978, P.L. 124, No. 52, as amended (the "Act"), and an Ordinance enacted by the Commissioners of the County on November 3, 2010 (the "2010 Ordinance"). The execution and delivery by the County of the Supplement and Allonge is authorized and delivered under the Act and by an Ordinance enacted by the Commissioners of the County on November 28, 2012 (the "2012 Ordinance"). The 2010 Note, as modified and supplemented by the Supplement and Allonge, is referred to herein as the "Note."

As Bond Counsel we have examined originals or certified copies of the information filing of the extension of the original maturity date of the Note, as filed with the Department of Community and Economic Development (the "Department") of the Commonwealth of Pennsylvania (the "Commonwealth"), the 2010 Ordinance, the 2012 Ordinance, the Note, the Supplement and Allonge, such constitutional and statutory provisions and such other certificates, instruments and documents as we have deemed necessary or appropriate in order to enable us to render an informed opinion as to the matters set forth herein. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certificates of public officials furnished to us without undertaking to verify those facts by independent investigation.

In furnishing this opinion, we have examined and relied upon an opinion of even date of solicitor to the County, with respect to, among other things, the due enactment of the 2012 Ordinance and the due authorization, execution and delivery of the Supplement and Allonge and related documents by the County.

Based on the foregoing, it is our opinion that:

1. The Note is a valid and binding general obligation of the County.

2. The Note is payable from such moneys as may be available for that purpose, including ad valorem taxes which the County is authorized to levy upon taxable real property within its boundaries without limitation as to rate or amount.

3. The County has covenanted in the 2010 Ordinance and the 2012 Ordinance to (i) include the amount of the debt service for the Note for each fiscal year of the County in which such sums are payable, in its budget for that fiscal year, (ii) appropriate such amounts from its general revenues for the payment of such debt service, and (iii) duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal or maturity value of and/or the interest on every obligation, at the dates and place and in the manner stated therein, according to the true intent and meaning thereof; and, for such budgeting, appropriation and payment, the County has pledged, irrevocably, its full faith, credit and taxing power.

4. Under the laws of the Commonwealth of Pennsylvania as presently enacted and construed, the Note is exempt from personal property taxes in Pennsylvania, and interest on the Note is exempt from Pennsylvania personal income tax and corporate net income tax.

5. Interest on the Note is included in gross income of the owners of the Note for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Note.

It is to be understood that the rights of the owners of the Note and the enforceability of the Note may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereafter enacted by any state or the federal government affecting the enforcement of creditors' rights generally, and "enforceable in accordance with its (their) terms" shall not mean that specific performance would necessarily be available as a remedy in every situation.

We have not been engaged to express and do not express any opinion herein with respect to the adequacy of the security for the Note or the sources of payment for the Note. We express no opinion with respect to any matters not specifically set forth herein.

This opinion is rendered solely for the benefit of the addressees hereof in connection with the initial issuance of the Note. The addressees may not rely on this opinion letter for any other purpose and no other person may rely on this opinion letter for any purpose without the express written consent of the undersigned. This opinion letter is limited to the matters set forth herein. This opinion is subject to future changes in applicable law and we do not undertake any obligation to update any of the opinions expressed in this letter. Our engagement as Bond Counsel has concluded with the issuance and delivery of the Supplement and Allonge, and we disclaim any obligation to update this letter. No opinion may be inferred or implied beyond the matters expressly stated herein, and our opinions expressed herein must be read in conjunction with the assumptions, limitations, exceptions and qualifications set forth herein. The law covered by the opinions expressed herein is limited to the laws of the Commonwealth of Pennsylvania and the federal law of the United States of America.

MCNEES WALLACE & NURICK LLC

DAUPHIN COUNTY
SOLICITOR'S OFFICE

Board of Commissioners

JEFFREY T. HASTE, Chairman
MIKE PRIES, Vice-Chairman
GEORGE P. HARTWICK III, Secretary



Solicitor
JOSEPH A. CURCILLO III, ESQ.

Assistant Solicitors
FREDRICK W. LIGHTY, ESQ.
BRUCE FOREMAN, ESQ.
GUY P. BENEVENTANO, ESQ.

DAUPHIN COUNTY
PENNSYLVANIA

2 SOUTH SECOND STREET
P. O. BOX 1295
HARRISBURG, PA 17108
(717) 780-6301

December 1, 2012

PNC Bank, National Association
Camp Hill, Pennsylvania

McNees Wallace & Nurick LLC
Harrisburg, Pennsylvania

Re: \$34,746,500 County of Dauphin, Pennsylvania Federally Taxable Bond
Anticipation Note, Series of 2010 – Extension of Original Maturity Date

Ladies and Gentlemen:

This opinion is delivered to you in connection with the authorization, execution and delivery by the County of Dauphin, Pennsylvania (the "County") of a Supplement and Allonge dated as of December 1, 2012 (the "Supplement and Allonge"), extending the maturity date of the County's \$34,746,500 Federally Taxable Bond Anticipation Note, Series of 2010 (the "Note") originally issued pursuant to the Local Government Unit Debt Act, Act of July 12, 1972, P.L. 781, No. 185, reenacted April 28, 1978, P.L. 124, No. 52, as amended (the "Act"), and an Ordinance enacted by the Commissioners of the County on November 3, 2010 (the "2010 Ordinance"). The execution and delivery by the County of the Supplement and Allonge is authorized and delivered under the Act and by an Ordinance enacted by the Commissioners of the County on November 28, 2012 (the "2012 Ordinance").

As Solicitor to the County, we are familiar with certain actions taken and documents executed and delivered by the County in connection with the 2010 Ordinance, the 2012 Ordinance; the Note; the Supplement and Allonge and a Note Purchase Agreement dated as of November 3, 2010 (the "Original Agreement"), as supplemented by Supplement to Note Purchase Agreement dated November 28, 2012 (the "Purchase Agreement Supplement"); and such other documents, certificates and instruments concerning the County and have made such further investigation as we have deemed necessary and appropriate in connection with this opinion.

Based on the foregoing, it is our opinion that:

1. The County is a county of the third class, duly organized and validly existing under the Constitution and all other laws of the Commonwealth, particularly the County Code, as amended, with full power and authority to authorize, execute and deliver the Supplement and Allonge in the manner contemplated by the Act and the 2012 Ordinance;

2. The 2010 Ordinance and the 2012 Ordinance of the County have each been duly enacted by the Board of Commissioners at a public meeting held, after notice thereof had been duly given in accordance with all requirements of law and procedural rules of the County, on November 3, 2010 and November 28, 2012, respectively, have each been duly recorded in the minutes of such meetings and each remains in full force and effect on the date hereof not having been altered, amended or repealed;

3. The 2012 Ordinance, the Supplement and Allonge and the Purchase Agreement Supplement (collectively, the "2012 Note Documents") each have been duly and validly authorized, executed, issued and delivered by the County and each constitutes the legal, valid and binding obligation of the County enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium and other similar laws or equitable principles affecting the enforcement of creditors' generally;

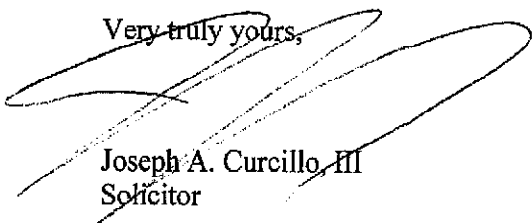
4. By reason of its undertaking of any act or thing in connection with the authorization, execution and delivery of the Supplement and Allonge, the County is not in breach of or default under, any applicable law, administrative regulation, court order or consent of the Commonwealth or any department, division, agency, or instrumentality thereof or of the United States, or any loan agreement, bonds, bond resolution, indenture, order, agreement or other instrument to which the County is a party or may otherwise be subject, which breach or default would materially affect the binding effect of the Note, as modified and extended by the Supplement and Allonge, or the ability of the County to make payment therefore;

5. There is no litigation pending in any court or, to our knowledge, threatened against the County, which (a) seeks to restrain or enjoin the authorization, execution and delivery of the Supplement and Allonge, the pledge or application of money or security for the payment of the Note, as modified and extended by the Supplement and Allonge, the enactment of the 2012 Ordinance, the execution and delivery of the Purchase Agreement Supplement, or the official acts of the County in connection therewith, (b) in any manner questions or contests the validity of or the proceedings of the County relative to the Note, as modified and extended by the Supplement and Allonge, or the pledge or application of money or security for the payment of the Note, as modified and extended by the Supplement and Allonge or (c) in any manner questions or contests the legal existence or the powers of the County or the title to his or her office of any officer whose signature appears on the 2012 Note Documents;

6. The following persons are now and have been the duly elected or appointed incumbents of the designated offices of the County in accordance with the provisions of law:

Jeffrey T. Haste	Chairman, Board of Commissioners
Michael H.W. Pries	Vice Chairman, Board of Commissioners
George P. Hartwick, III	Secretary, Board of Commissioners
Laura E. Evans	Chief Clerk

Very truly yours,



Joseph A. Curcillo, III
Solicitor

SUPPLEMENT AND ALLONGE

to

\$34,746,500

**County of Dauphin, Pennsylvania
Federally Taxable Bond Anticipation Note, Series of 2010**

Dated: December 1, 2012

WHEREAS, the County of Dauphin, Pennsylvania (the "County") has previously issued its \$34,746,500 principal amount Federally Taxable Bond Anticipation Note, Series of 2010 (the "2010 Note") pursuant to the County's Ordinance No. 2010-6 adopted on November 3, 2010 (the "2010 Note Ordinance") as authorized under the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S. §8001 *et seq.* (the "Debt Act"); and

WHEREAS, the 2010 Note was purchased by PNC Bank, National Association (the "Bank") pursuant to that Note Purchase Agreement dated November 3, 2010 between the County and the Bank (the "Note Purchase Agreement"); and

WHEREAS, the 2010 Note has a current maturity date of December 1, 2012 (the "Original Maturity Date"); and

WHEREAS, the County has represented to the Bank that it is presently unable to issue bonds to refinance and redeem the 2010 Note and has requested that the Bank consent to a two-year extension of the Original Maturity Date as authorized, provided and permitted by Section 8108(a) of the Debt Act and the terms of the 2010 Note and the 2010 Note Ordinance; and

WHEREAS, the Bank is agreeable to such an extension on the terms and conditions set forth in that Supplement to Note Purchase Agreement dated as of November 28, 2012 between the County and the Bank (the "Purchase Agreement Supplement"), which Purchase Agreement Supplement amends and extends certain terms and provisions of the Note Purchase Agreement; and

WHEREAS, the County has expressly authorized the extension of the Original Maturity Date of the 2010 Note and the execution, delivery and performance of this Supplement and Allonge and the Purchase Agreement Supplement by adoption of its Ordinance No. 4-2012, which supplements the 2010 Note Ordinance (the "Supplemental County Authorization"); and

WHEREAS, the County and the Bank have agreed that it is in the best interest of both parties to amend and modify the Note to extend the maturity date thereof as permitted and provided by law and the existing authorization documents in order to provide additional time for the County to issue its bonds for purposes of refinancing and redeeming the 2010 Note.

NOW, THEREFORE, intending to be legally bound hereby and pursuant to Section 8108(a) of the Debt Act, the County and the Bank agree that the 2010 Note shall be modified and amended effective as of December 1, 2012, as set forth herein:

1. The "Maturity Date" referenced in the 2010 Note is hereby extended to December 1, 2014. The defined term "Maturity Date" set forth in the 2010 Note is hereby amended and restated in its entirety to read as follows:

"Maturity Date" shall mean December 1, 2014, or any subsequent date to which the Maturity Date may be extended by the Bank pursuant to Section 8108(a) of the Debt Act.

2. Schedule A to the 2010 Note is hereby amended, restated and replaced by the Amended and Restated Schedule A attached hereto to reflect the Maturity Date extension.

3. The County and the Bank confirm and agree that this Supplement and Allonge is only a modification and extension of the 2010 Note undertaken pursuant to Section 8108(a) of the Debt Act, and does not constitute a refinancing, redemption, retirement or defeasance of the 2010 Note. All other terms, conditions, provisions, covenants, agreements and undertakings set forth in the 2010 Note shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. Except as expressly provided herein, this Supplement and Allonge shall not constitute an amendment, waiver, consent or release with respect to any provision of the 2010 Note, the 2010 Note Ordinance (as supplemented by the Supplemental County Authorization), the Note Purchase Agreement (as supplemented by the Purchase Agreement Supplement) or any other document or agreement executed or delivered by the County in connection with the 2010 Note, a waiver of any default or event of default thereunder, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved).

4. The 2010 Note, as modified and extended by this Supplement and Allonge, is issued in accordance with the provisions of the Debt Act and by virtue of the 2010 Note Ordinance, as supplemented by the Supplemental County Authorization, and the sworn statement of the duly authorized officers of the County as appears on record in the office of the Pennsylvania Department of Community and Economic Development, Harrisburg, Pennsylvania. It is hereby certified and recited that all conditions, acts, and things required to exist, to have been performed and to have happened precedent to and in connection with the issuance of the 2010 Note and this Supplement and Allonge do exist, have been performed and have happened and that the 2010 Note, as modified and extended by this Supplement and Allonge, is within every debt and other limitation prescribed by law.

5. It is covenanted with the holder of the 2010 Note, as modified and extended by this Supplement and Allonge, that the County shall (i) include the amount of the debt service for each fiscal year in which the sums are payable in its budget for that year, (ii) appropriate those amounts from its general revenues for the payment of debt service, and (iii) duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal hereof and the interest on the 2010 Note, as modified and extended by this Supplement and Allonge, at the dates and places and in the manner stated in the 2010 Note, as modified and

extended by this Supplement and Allonge, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the County pledges its full faith, credit and taxing power. As provided in the Debt Act, this covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

6. THE 2010 NOTE, AS MODIFIED AND EXTENDED BY THIS SUPPLEMENT AND ALLONGE, SHALL BE PAYABLE, AT MATURITY, BY EXCHANGE FOR OR OUT OF THE PROCEEDS OF THE SALE OF THE COUNTY'S ANTICIPATED SERIES OF GENERAL OBLIGATION BONDS, SERIES OF 2014, PREVIOUSLY DENOTED FOR PURPOSES OF REFERENCE IN THE 2010 NOTE ORDINANCE AS THE "SERIES OF 2012 BONDS" (THE "ANTICIPATED BONDS"). THE MAXIMUM RATE OF INTEREST ON THE ANTICIPATED BONDS SHALL BE 12%. THE ANTICIPATED BONDS SHALL BE OFFERED FOR SALE BUT, IF NO PROPOSALS ARE RECEIVED, AND AS PROVIDED BY THE ACT, THE SOLE REMEDY OF THE HOLDER OF THE 2010 NOTE SHALL BE EITHER TO ACCEPT THE ANTICIPATED BONDS AT THE MAXIMUM RATE OR TO EXTEND THE MATURITY OF THE 2010 NOTE FOR ONE OR MORE SPECIFIED ADDITIONAL PERIODS OF NOT LESS THAN SIX MONTHS EACH DURING WHICH TIME ADDITIONAL OFFERS OF THE ANTICIPATED BONDS MAY BE MADE.

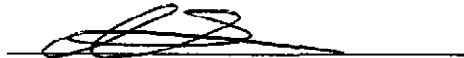
7. Upon failure or refusal by the County, in any fiscal year, to budget debt service on the 2010 Note, as modified and extended by this Supplement and Allonge, or to appropriate or pay the moneys necessary in that fiscal year for payment of the principal and interest due on the 2010 Note, as modified and extended by this Supplement and Allonge, or upon failure by the County to make any payment of principal of, or accrued interest on, the 2010 Note, as modified and extended by this Supplement and Allonge, when due (whether at the stated maturity date or upon an unrevoked call for prior redemption or prepayment) and such failure of payment continues for 30 days (each, an "Event of Default"), the holder of the 2010 Note, as modified and extended by this Supplement and Allonge, (i) may, upon notice to the County, accelerate and call all outstanding principal of, and accrued interest on, the 2010 Note, whereupon the same shall immediately become due, and (ii) shall have such other rights and remedies as may be provided by law, including as set forth in Sections 8261 – 8266 of the Debt Act.

8. The County hereby directs the Bank to affix this Supplement and Allonge to the 2010 Note, whereupon the 2010 Note and this Supplement and Allonge shall become and constitute a single instrument.

IN WITNESS WHEREOF, the County has caused this Supplement and Allonge to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman of the Board of Commissioners and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Chief Clerk, all as of the Dated date hereof.

Attest:

COUNTY OF DAUPHIN



Chief Clerk

By: 

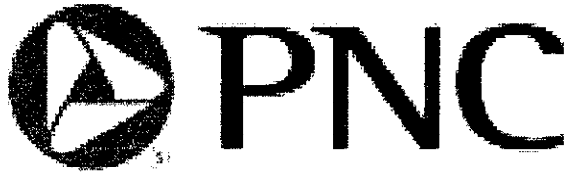
Chairman

(County Seal)

SCHEDULE A
(Maximum Debt Service Schedule)

Amended and Restated to Reflect Maturity Date Extension

<u>Year</u>	<u>Amount</u>
June 1, 2011	\$ 2,107,954.33
December 1, 2011	2,119,536.50
June 1, 2012	2,119,536.50
December 1, 2012	2,119,536.50
June 1, 2013	2,119,536.50
December 1, 2013	2,119,536.50
June 1, 2014	2,119,536.50
December 1, 2014	36,866,036.50



SUPPLEMENT TO NOTE PURCHASE AGREEMENT

\$34,746,500
County of Dauphin, Pennsylvania
Federally Taxable Bond Anticipation Note, Series of 2010

November 28, 2012

Dauphin County Commissioners
Dauphin County Administration Building
2 South Second Street
Harrisburg, PA 17101

Ladies and Gentlemen:

This Agreement ("Supplemental Agreement") will serve to supplement that Note Purchase Agreement dated November 3, 2010 (the "Purchase Agreement") between the County of Dauphin, Pennsylvania (the "County") and PNC Bank, National Association, as Purchaser (the "Bank"), which sets forth the terms and conditions of the purchase by the Bank of the County's \$34,746,500 principal amount *Federally Taxable Bond Anticipation Note, Series of 2010* (the "2010 Note"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

The original Maturity Date of the 2010 Note is December 1, 2012. The County has requested, and the Bank is agreeable to, an extension of the Maturity Date until December 1, 2014. Such extension is being provided by the Bank as permitted by Section 8108(a) of the Pennsylvania Local Government Unit Debt Act (the "Debt Act"), in that the County has represented to the Bank that it is unable to issue and sell bonds to refinance the 2010 Note at this time.

1. *Extension of Maturity Date.* The extension of the Maturity Date until December 1, 2014 has been approved by the County through adoption of the County's Ordinance No. 4 -

2012 (the "Supplemental County Authorization"), which amends the County's prior 2010 Note Ordinance. The extension fee payable by the County for such the Maturity Date extension is \$25,000 (the "Extension Fee").

2. *Note Modification Agreement.* In connection with, and in order to effect, the extension of the Maturity Date, the County will execute and deliver to the Bank that Supplement and Allonge to the 2010 Note substantially in the form attached hereto as Exhibit A (the "Note Modification Agreement"). As set forth in the Note Modification Agreement, (i) the Maturity Date of the 2010 Note shall be December 1, 2014, (ii) interest shall continue to accrue on the 2010 Note at the rates set forth in the 2010 Note, and (iii) accrued interest on the 2010 Note shall be payable on June 1 and December 1 of each year through and including the Maturity Date. All other terms, conditions and requirements set forth in the 2010 Note and the 2010 Note Ordinance shall remain unchanged and in full force and effect.

3. *Representations, Warranties, and Covenants of the County.* The County hereby restates and reaffirms in favor of the Bank, all of its representations, warranties and covenants set forth in the Purchase Agreement as if fully set forth and made on the date hereof, and further represents and warrants to the Bank and hereby covenants with the Bank that through the Maturity Date of the 2010 Note, as extended by the Note Modification Agreement, and at all times thereafter until all amounts due under the 2010 Note, as modified and supplemented by the Note Modification Agreement, and the 2010 Note Ordinance, as modified and supplemented by Supplemental County Authorization, have been paid in full:

(a) The County is a county of the third class duly created and organized and existing under laws of the Commonwealth of Pennsylvania (the "Commonwealth") specifically the County Code, as amended and supplemented (the "Code") and has full legal right and authority under the Code, the Debt Act and the 2010 Note Ordinance, as modified and supplemented by the Supplemental County Authorization, (i) to adopt the Supplemental County Authorization and enter into, execute and deliver this Supplemental Agreement, the Note Modification Agreement and all documents required hereunder and thereunder to be executed and delivered by the County (this Supplemental Agreement, the 2010 Note Ordinance, the 2010 Note, the Purchase Agreement, the Supplemental County Authorization, the Note Modification Agreement and the other documents executed or delivered by the County in connection therewith are hereinafter referred to as the "County Documents"), (ii) to execute and deliver the Note Modification Agreement to the Bank as provided herein, and (iii) to carry out and consummate the transactions contemplated by the County Documents, and the County has complied, and will at the Closing be in compliance in all respects, with the terms of the Debt Act and the County Documents.

(b) By all necessary official action of the County prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Bank, the County has duly authorized all necessary action to be taken by it for (i) the adoption of the Supplemental County Authorization and the execution and delivery of this Supplemental Agreement and the Note Modification Agreement, (ii) the approval, execution and delivery of, and the performance by the County of the obligations on its part, contained in the County Documents and (iii) the consummation by it of all other transactions contemplated by the

County Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the County in order to carry out, give effect to, and consummate the transactions contemplated in the County Documents.

(c) The County Documents constitute or will constitute legal, valid and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the 2010 Note, as modified by the Note Modification Agreement, constitutes the legal, valid and binding general obligation of the County entitled to the benefits of the 2010 Note Ordinance, the Supplemental County Authorization and the Debt Act, and is enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the 2010 Note, as modified by the Note Modification Agreement, and pursuant to the 2010 Note Ordinance, the Supplemental County Authorization and the Debt Act, provides, for the benefit of the holders, from time to time, of the 2010 Note, as modified by the Note Modification Agreement, the legally valid and binding pledge of the full faith, credit and taxing power of the County to secure payment of the 2010 Note as modified by the Note Modification Agreement;

(d) The County is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the Commonwealth or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the County is a party relating to the transactions contemplated by this Supplemental Agreement or to which the County is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the County under any of the foregoing; and the execution and delivery of the County Documents and the adoption of the Supplemental County Authorization and the execution and delivery of the Note Modification Agreement, and compliance with the provisions on the County's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the County is a party or to which the County is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the County to be pledged to secure the 2010 Note or under the terms of any such law, regulation or instrument, except as provided by the 2010 Note, the Note Modification Agreement, the 2010 Note Ordinance and the Supplemental County Authorization.

(e) All authorizations and approvals of, and all required filings with, governmental authorities, legislative bodies, boards, agencies or commissions having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the County of its obligations under the County Documents

and the 2010 Note, as modified by the Note Modification Agreement, have been or will be duly obtained. Without limiting the generality or comprehensiveness of the foregoing, all filings and approvals required under the Debt Act for the adoption, execution, delivery and performance of the County Documents have been made or obtained.

(f) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the County after due inquiry, threatened against the County, affecting the existence of the County or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the execution, issuance, delivery or performance of the Supplemental County Authorization, this Supplemental Agreement, the Note Modification Agreement or any of the other County Documents, or the levy or collection of taxes pledged to the payment of principal of and interest on the 2010 Note, as modified by the Note Modification Agreement, or in any way contesting or affecting the validity or enforceability of the County Documents, or the exclusion from gross income of interest on the 2010 Note from Pennsylvania personal income tax and Pennsylvania personal property taxes under the laws of the Commonwealth, or contesting the powers of the County or any authority for the issuance of the 2010 Note, the adoption of the 2010 Note Ordinance or the Supplemental County Authorization or the execution and delivery of this Supplemental Agreement, the Note Modification Agreement or any of the other County Documents, nor, to the best knowledge of the County, if any such action does exist or is threatened, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the 2010 Note, as modified by the Note Modification Agreement, or any of the other County Documents.

(g) The County will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for Commonwealth income tax purposes of the interest on the 2010 Note, as modified by the Note Modification Agreement.

(h) The financial statements of, and other financial information regarding the County, provided to the Bank in connection with this Supplemental Agreement, present the financial position and results of the County as of the dates and for the periods therein set forth. The County shall keep true and proper books of records and accounts in which full and correct entries are made in accordance with generally accepted accounting principles, consistently applied. The County is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the County, would have a materially adverse effect on the financial condition of the County.

(i) The County will continue to provide to the Bank all required financial and other reporting information as set forth in the Purchase Agreement, and will continue to perform or observe all of its other representations, warranties and covenants set forth in the Purchase Agreement and other County Documents.

4. *2010 Note Extension Closing Conditions.* The Bank's obligations under this Supplemental Agreement to agree to an extension of the Maturity Date of the 2010 Note, and to

accept delivery of the Note Modification Agreement shall be conditioned upon the performance by the County of its obligations to be performed hereunder and under the County Documents at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the County of such documents as are enumerated herein, all in form and substance reasonably satisfactory to the Bank on or prior to December 1, 2012 (the "Closing"):

(a) The representations and warranties of the County contained herein and in the other County Documents shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.

(b) The County shall have performed and complied with all agreements and conditions required by this Supplemental Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, (i) the 2010 Note, the Purchase Agreement and the 2010 Note Ordinance shall be in full force and effect in the form heretofore approved by the Bank and shall not have been amended, modified or supplemented, except in any such case as may have been agreed to by the Bank; and (ii) all actions of the County required to be taken by the County shall be performed in order for 2010 Note Counsel and Solicitor to deliver their respective opinions referred to hereafter. Such actions shall include, but not limited to, the County obtaining all approvals as required under the Debt Act (if any) to the execution, delivery and performance of the Note Modification Agreement, this Supplemental Agreement and the Supplemental County Authorization.

(d) At or prior to the Closing, the 2010 Note Ordinance and the Supplemental County Authorization shall have been duly enacted by the County and in full force and effect, and the County shall have duly executed and delivered the Note Modification Agreement and this Supplemental Agreement to the Bank.

(e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues, operations, properties, assets or prospects of the County, from those set forth in financial statements of the County delivered to the Bank that in the judgment of the Bank, is material and adverse.

(f) The County shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money.

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Bank.

(h) At or prior to the Closing, the Bank shall have received copies of each of the following documents:

(1) The duly adopted and enacted 2010 Note Ordinance, the Supplemental County Authorization and all Debt Act approvals of, and filings with respect to, the same;

(2) The Purchase Agreement and this Supplemental Agreement, each duly executed by the County;

(3) The original 2010 Note and the original Note Modification Agreement, each duly executed by the County;

(4) The approving opinion of 2010 Note Counsel with respect to the Supplemental County Authorization and Note Modification Agreement;

(5) A certificate, dated the date of Closing, of the County to the effect that (i) the representations and warranties of the County contained herein and in the Purchase Agreement are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the County to hold and exercise their respective positions, (b) contest the due organization and valid existence of the County, (c) contest the validity, due authorization and execution of the 2010 Note, the Note Modification Agreement or the other County Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the County from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the 2010 Note, as modified by the Note Modification Agreement, or the pledge of the full faith, credit and taxing power of the County for payment of the 2010 Note, as modified by the Note Modification Agreement; (iii) the 2010 Note Ordinance and the Supplemental County Authorization have been duly adopted by the County, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event materially and adversely affecting the County has occurred since the date of the financial statements of the County provided to the Bank which has not been disclosed to the Bank by the County in writing;

(6) Any other certificates and opinions required by the Supplemental County Authorization for the execution, delivery and performance thereunder of the Note Modification Agreement;

(7) An opinion of the County Solicitor acceptable to the Bank; and

(8) Such additional legal opinions, certificates, instruments and other documents which the Bank may reasonably request with respect to the County, or to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the County's representations and warranties contained herein and the due performance or satisfaction by the County on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the County.

(9) The County shall pay the Extension Fee to the Bank and all fees and expenses of the Bank's legal counsel in connection with this Supplemental Agreement and the transactions herein described or contemplated.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Bank.

5. *Bank Not A Financial Advisor.* The County acknowledges and agrees that (i) the original purchase and sale of the 2010 Note pursuant to the Purchase Agreement, and the extension of the Maturity Date of the 2010 Note pursuant to this Supplemental Agreement were and are arm's-length commercial transactions between the County and the Bank, (ii) in connection with such transactions, the Bank was and is acting solely as a principal and not as an agent or a fiduciary of the County, (iii) the Bank was and is not serving as a financial advisor to the County and did and has not assumed a fiduciary responsibility in favor of the County with respect to the 2010 Note or the process leading to the purchase of the 2010 Note or the extension of the Maturity Date thereof by the Bank (whether or not the Bank, or any affiliate of the Bank, has advised or is currently advising the County on other matters), and (iv) the County has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the original purchase of the 2010 Note pursuant to the terms of this Purchase Agreement and the extension of the Maturity Date of the 2010 pursuant to this Supplemental Agreement.

6. *Existing Terms and Conditions.* All other terms, conditions, provisions, covenants, agreements and undertakings set forth in the Purchase Agreement and the County Documents shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. Except as expressly provided herein, this Supplemental Agreement shall not constitute an amendment, waiver, consent or release with respect to any provision of the Purchase Agreement or any other County Document, a waiver of any default or event of default under any County Document, or a waiver or release of any of the Bank's rights and remedies (all of which are hereby reserved).

7. *Modification of County Documents.* All references in the County Documents to the 2010 Note or the Maturity Date thereof (howsoever denoted) shall hereafter mean and refer to the 2010 Note as modified by the Note Modification Agreement.

8. *Counterparts.* This Supplemental Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

[Remainder of this page intentionally left blank]

If you agree with the foregoing, please sign the enclosed counterpart of this Supplemental Agreement and return it to the Bank. This Supplemental Agreement shall become a binding agreement between you and the Bank when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

PNC Bank, National Association

By: _____

Name: Marcus Hite

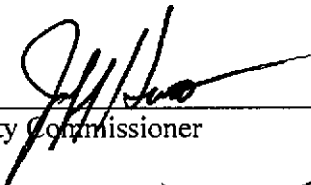
Title: Vice President

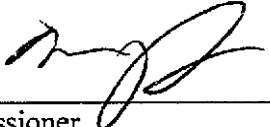
Date: November 28, 2012

ACCEPTANCE

ACCEPTED as of this 28th day of
November, 2012.

COUNTY OF DAUPHIN,
PENNSYLVANIA

By: 
County Commissioner

By: 
County Commissioner

By: 
County Commissioner

ATTEST:


(Deputy) Chief Clerk

(SEAL)

EXHIBIT A

Note Modification Agreement

CLOSING CERTIFICATE

\$34,746,500
COUNTY OF DAUPHIN
Commonwealth of Pennsylvania
Federally Taxable Bond Anticipation Note, Series of 2010

Extension of Original Maturity Date

This certificate (the "Closing Certificate") dated as of November 28, 2012 is made by the County of Dauphin, Pennsylvania (the "County") and is being delivered in connection with the extension of the original maturity date of the County's Federally Taxable Bond Anticipation Note, Series of 2010 in the aggregate principal amount of \$34,746,500 (the "Note"), as set forth in a certain Supplement and Allonge to the Note dated as of December 1, 2012 (the "Supplement and Allonge"), as authorized by an Ordinance of the County duly enacted on November 28, 2012 (the "2012 Ordinance"). The Note was issued and delivered under and pursuant to Ordinance No. 6-2010 of the County, enacted on November 3, 2010 (the "2010 Ordinance") and was purchased by PNC Bank, National Association (the "Bank"), upon the terms set forth in the Note Purchase Agreement dated as of November 3, 2010 (the "Original Purchase Agreement"), as supplemented by Supplement to Note Purchase Agreement dated November 28, 2012 (the "Purchase Agreement Supplement") by and between the Bank and the County, which Purchase Agreement Supplement amends and extends certain provisions of the Original Purchase Agreement.

WE, THE UNDERSIGNED OFFICERS OF THE COUNTY, HEREBY CERTIFY THAT:

1. The County is a third class county and a duly organized and validly existing political subdivision of the Commonwealth of Pennsylvania with full power and authority to authorize, execute and deliver the Supplement and Allonge for the purposes described in the 2012 Ordinance and to consummate the transactions contemplated thereby and by the specific documents mentioned herein;

2. The persons named below are now and, in connection with the authorization, execution and delivery of the Supplement and Allonge, have been all of the members of the Board of Commissioners (the "Board") of the County and that they now hold and at all pertinent times have held the respective offices indicated below:

<u>MEMBER</u>	<u>OFFICE</u>
Jeffrey T. Haste	Chairman
Michael H.W. Pries	Vice Chairman
George P. Hartwick, III	Secretary

3. The County has duly authorized, executed and delivered or approved, as the case may be, such agreements and documents necessary or appropriate for the authorization, execution and delivery of the Supplement and Allonge and in order to carry out, give effect to, and consummate the transactions contemplated by, but not limited to (a) the Supplement and Allonge; and (b) the Purchase Agreement Supplement (all documents specifically mentioned in this paragraph together with any other documents, certificates or agreements delivered by the County in connection with the authorization, execution and delivery of the Supplement and Allonge, are hereinafter collectively referred to as the "2012 Note Documents," unless otherwise noted);

4. The names and the specimen signatures of the Board members and officers of the County who signed the 2012 Note Documents or whose facsimile signatures are affixed thereto are as set forth in Exhibit A attached hereto;

5. Each of the foregoing Board members and officers is now and was at the time the 2012 Note Documents were executed and attested, duly elected, qualified and acting;

6. No litigation of any nature is pending against the County, or to the knowledge of County officers, threatened against the County (a) to restrain or enjoin the execution and delivery of the Supplement and Allonge, the pledge or application of any money or security provided for the payment of the Note, as modified and extended by the Supplement and Allonge, the enactment of the 2012 Ordinance, the execution and delivery of the Purchase Agreement Supplement, or the official acts of the County in connection therewith, (b) in any way questions or contests the validity of or the proceedings of the County relative to the Note, as modified and extended by the Supplement and Allonge or the pledge or application of money or security for the payment of the Note pursuant to the 2010 Ordinance, as modified and extended by the Supplement and Allonge pursuant to the 2012 Ordinance, or (c) in any way contesting the corporate existence or powers of the County or the right of the members of the Board of the County or the officers of the County to hold and exercise their respective positions;

7. The representations and warranties of the County set forth in the 2012 Ordinance, the Purchase Agreement Supplement and the other 2012 Note Documents are true, accurate and complete in all material respects on and as of the date hereof with the same effect as if made on the date hereof;

8. The County has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the 2012 Note Documents prior to or at the date hereof. On the date hereof, after giving effect to the execution and delivery of the Supplement and Allonge, the 2012 Note Documents are in full force and effect, and no condition or event exists that constitutes, or that, after notice or lapse of time or both, would constitute an event of default under the 2012 Note Documents;

9. The County has obtained all authorizations, approvals, consents, or other orders of any governmental authority or agency, or of any other entity or persons required to be obtained by the County and, to the best of the County's actual knowledge, any other party to the transaction, for the valid authorization, execution, and delivery of the 2012 Note Documents and

any other agreement or instrument to which the County is a party and which is used in the consummation of the transactions contemplated by the 2012 Note Documents;

10. Insofar as each of us is aware, all discussions at which a quorum of the Board was present and any formal action taken relating to the authorization, execution and delivery of the Supplement and Allonge took place in accordance with the requirements of the Pennsylvania Sunshine Act, 65 Pa. C.S. § 701 et seq.;

11. Attached hereto as Exhibit B is a true, correct and complete copy of the 2010 Ordinance and the 2012 Ordinance of the County, each duly enacted by the Board of the County at a public meeting held, after notice thereof had been duly given in accordance with all requirements of law and procedural rules of the County, on November 3, 2010 and November 28, 2012, respectively, and each such Ordinance has been duly recorded in the minutes of such meeting and is in full force and effect on and as of the date hereof;

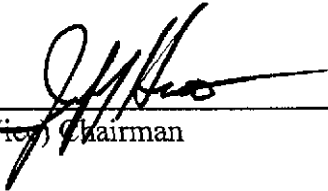
12. Attached hereto as Exhibit C is a true and correct specimen of the Supplement and Allonge in the form approved by the County; and

13. The County is not in breach of or default under any law or regulation which may effect it or the modifications to the original purchase of the Note as contemplated by the Original Purchase Agreement, as modified by the Purchase Agreement Supplement, and the execution, delivery and performance by the County of the 2012 Note Documents will not conflict with or constitute on the part of the County a violation of any applicable law, rule or regulation or any decree or ordinance of any court or governmental body having jurisdiction over the County or its activities, or a breach of or default under any agreement or instrument to which the County is a party or by which it may be bound.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have hereunto set our signatures as such officers of the Issuer as of the day and year first written above.

COUNTY OF DAUPHIN

By: 

(Vice) Chairman

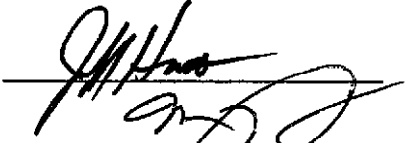
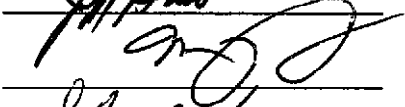
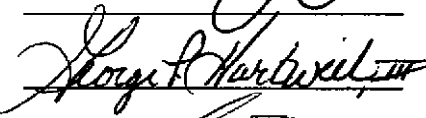

By: 

Chief Clerk

CLOSING CERTIFICATE
\$34,746,500
COUNTY OF DAUPHIN
Commonwealth of Pennsylvania
Federally Taxable Bond Anticipation Note, Series of 2010

Extension of Original Maturity Date

EXHIBIT A – Specimen Signatures

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
Jeffrey T. Haste	Chairman	
Michael H.W. Pries	Vice Chairman	
George P. Hartwick, III	Secretary	
Laura E. Evans	Chief of Staff/Chief Clerk	

CLOSING CERTIFICATE
\$34,746,500
COUNTY OF DAUPHIN
Commonwealth of Pennsylvania
Federally Taxable Bond Anticipation Note, Series of 2010

Extension of Original Maturity Date

EXHIBIT B – 2010 Ordinance and 2012 Ordinance

CLOSING CERTIFICATE

\$34,746,500

COUNTY OF DAUPHIN

Commonwealth of Pennsylvania

Federally Taxable Bond Anticipation Note, Series of 2010

Extension of Original Maturity Date

EXHIBIT C – Specimen Supplement and Allonge