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COUNTY OF DAUPHIN,
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. 2 - 2010

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAUPHIN, PENNSYLVANIA (THE "COUNTY") AUTHORIZING AND DIRECTING THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES D OF 2010 (THE "2010D BONDS") IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF $19,585,000 OF THE COUNTY AS PERMITTED BY AND PURSUANT TO THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 Pa.C.S. § 8001 *et seq* (THE "DEBT ACT"), FOR THE PURPOSE OF PROVIDING FUNDS TO (A) CURRENTLY REFUND THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2008, AND (B) PAY THE COST OF ISSUING THE 2010D BONDS OR ANY OR ALL OF THE SAME; ACCEPTING A CERTAIN PROPOSAL FOR PURCHASE OF SUCH 2010D BONDS AT PRIVATE SALE BY NEGOTIATION; SETTING FORTH THE TERMS AND SUBSTANTIAL FORM OF SUCH 2010D BONDS AND AUTHORIZING EXECUTION AND AUTHENTICATION THEREOF; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THIS COUNTY IN SUPPORT OF SUCH 2010D BONDS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY FOR SUCH 2010D BONDS; MAKING CERTAIN REPRESENTATIONS AND DESIGNATING THE 2010D BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" UNDER FEDERAL TAX LAW PROVISIONS; SETTING FORTH CERTAIN COVENANTS AND REPRESENTATIONS RELATING TO THE FEDERAL INCOME TAX STATUS OF THE INTEREST TO BE PAID ON SUCH 2010D BONDS; APPROVING THE USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT FOR THE 2010D BONDS; APPOINTING BOND COUNSEL FOR THE 2010D BONDS; SETTING FORTH CONTINUING DISCLOSURE OBLIGATIONS OF THE COUNTY IN CONNECTION WITH THE 2010D BONDS; AUTHORIZING AND DIRECTING THE CURRENT REFUNDING OF THE COUNTY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2008 AND THE TERMINATION OF THE QUALIFIED INTEREST RATE MANAGEMENT AGREEMENT CORRESPONDING TO THE 2008 BONDS BEING REFUNDED; AUTHORIZING APPROPRIATE OFFICERS OF THE COUNTY TO TAKE CERTAIN ACTIONS AND TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH ISSUANCE OF SUCH 2010D BONDS; 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") has determined to undertake a project consisting of: (i) the current refunding of the County's outstanding General Obligation Bonds, Series of 2008 (the "2008 Bonds"), and (ii) the financing of all or a portion of the costs of issuance of the 2010D Bonds (as hereinafter defined) ((i) – (ii) are collectively, the "2010D Bonds Project"), which will be funded by the issuance of tax-exempt general obligation bonds of the County; and

WHEREAS, the County has heretofore entered into an International Swap Dealers Association ("ISDA") Master Agreement and Schedule, all dated as of June 8, 2006, together with the related Confirmation thereto dated as of March 18, 2008 (and any other exhibits and addenda thereto, the "2008 Swap"), constituting a qualified interest rate management agreement, with Deutsche Bank AG (the "Counterparty"), relating to the 2008 Bonds; and

WHEREAS, the County has determined to terminate the 2008 Swap in connection with its undertaking of the 2010D Bonds Project; and

WHEREAS, the County intends to finance the 2010D Bonds Project through the issuance of its General Obligation Bonds, Series D of 2010 in the maximum aggregate principal amount of $19,585,000 (the "2010D Bonds"); and

WHEREAS, RBC Capital Markets Corporation, Lancaster, Pennsylvania (the "Purchaser") has presented to the County a written contract as its proposal for the purchase of the 2010D Bonds (the "Purchase Contract"); and

WHEREAS, the County desires to approve the form of the 2010D Bonds, authorize and approve the execution and delivery of the Purchase Contract and related instruments by this County, and to execute and deliver such other documents as may be necessary to implement the Purchase Contract and to authorize such further action by its officers consistent with this 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. The 2010D Bonds Project.

Pursuant to the Ordinance authorizing the issuance of the 2008 Bonds duly enacted on February 20, 2008 (the "2008 Bonds Ordinance"), the 2008 Bonds while in the weekly Variable Rate (as defined in the 2008 Bonds Ordinance) are subject to redemption by the County on any Interest Payment Date (as defined in the 2008 Bonds Ordinance), in whole or in part. The County pursuant to authorization contained herein has authorized the Chairman, Vice Chairman or any other member of the Board of Commissioners, and the Chief Clerk and Assistant Chief Clerk, if any, being proper officers of the County ("Proper Officers") to direct the exercise of its

option to redeem in whole the outstanding 2008 Bonds within ninety (90) days of the issuance date of the 2010D Bonds (the "2008 Bonds Redemption Date").

The current refunding of the 2008 Bonds is being undertaken by the County for the purpose of reducing total debt service over the life of the series in compliance with Section 8241(b)(1) of the Act.

The County hereby reserves the right to undertake components of the 2010D Bonds Project in such order and at such time or times as it shall determine and to allocate the proceeds of the 2010D Bonds and other available moneys to the final costs of the 2010D Bonds Project in such amounts and order of priority as it shall determine; but the proceeds of the 2010D Bonds shall be used solely to pay the "costs," as defined in the Debt Act, of the 2010D Bonds Project described herein or, upon appropriate amendment hereto, to pay the costs of other capital projects for which the County is authorized to incur indebtedness.

The estimated completion date of the 2010D Bonds Project is the 2008 Bonds Redemption Date.

Section 2. Incurrence of Indebtedness.

For the purpose of providing funds for and toward the payment of costs, as such term is used in the Debt Act, of the 2010D Bonds Project, the incurring of nonelectoral debt by the County in the maximum aggregate principal amount of $19,585,000 is hereby authorized. Such debt shall be evidenced by the issuance of the 2010D Bonds of the County in the maximum aggregate principal amount of $19,585,000 and designated "County of Dauphin General Obligation Bonds, Series D of 2010."

Section 3. Authorization of Private Sale by Negotiation.

After considering the advantages and disadvantages of a public sale of the 2010D Bonds and of current market conditions, the Board of Commissioners hereby determines that a private sale by negotiation is in the best financial interests of the County.

Section 4. Acceptance of Purchase Contract.

The Purchase Contract presented by the Purchaser to the Board of Commissioners at this meeting, as its proposal to purchase the 2010D Bonds, is hereby accepted. As set forth in such proposal relative to the 2010D Bonds, the aggregate principal amount of the 2010D Bonds shall not exceed $19,585,000 (exclusive of original issue discount); the latest maturity date of the 2010D Bonds shall not be later than November 15, 2023; the maximum rate of interest on the 2010D Bonds shall not exceed 6.0% per annum; and the purchase price for the 2010D Bonds, including underwriting discount and net original issue discount or original issue premium, shall not be less than 95.0% nor more than 115.0% of the aggregate principal amount of the 2010D Bonds (collectively, the "2010D Bond Parameters"). The Purchase Contract will be supplemented by an addendum to such Purchase Contract containing the final terms and conditions of the sale and issuance of the 2010D Bonds, consistent with the 2010D Bond

Parameters. Such details are hereby approved. The Proper Officers are hereby authorized to approve the final terms and conditions of the 2010D Bonds, to be presented by the Underwriter, within the 2010D Bond Parameters. The addendum to the Purchase Contract so approved shall be executed and delivered by the Proper Officers and included as a part of such bond purchase proposal accepted by this Ordinance.

Section 5. Maturity and Interest Rates.

The 2010D Bonds shall bear interest at the maximum rates and mature on such maximum dates as set forth on Schedule A attached hereto and incorporated herein.

The stated maturities of the 2010D Bonds as shown on Schedule A have been fixed in compliance with Section 8142(b)(2) of the Debt Act. In addition, the first stated principal installment of the 2010D Bonds shall be made within the later of two years from the date of issue or one year following such estimated completion date in compliance with Section 8142(c) of the Debt Act.

Section 6. Appointment of Paying Agent, Registrar and Sinking Fund Depository.

Manufacturers and Traders Trust Company, having a corporate trust office in Harrisburg, Pennsylvania, is hereby appointed Paying Agent for the 2010D Bonds (the "Paying Agent"), Registrar for the 2010D Bonds (the "Bonds Registrar") and Sinking Fund Depository (the "Sinking Fund Depository") for the 2010D Bonds Sinking Fund created in Section 12 hereof. The Proper Officers of the County are hereby authorized and directed to contract with Manufacturers and Traders Trust Company for its services as the Paying Agent, Bonds Registrar, and Sinking Fund Depository, at such initial and annual charges as shall be appropriate and reasonable for such services.

The County may, by resolution, from time to time appoint a successor Paying Agent, Registrar or Sinking Fund Depository for the 2010D Bonds to fill a vacancy or for any other reason.

Section 7. Form of 2010D Bonds, Description of 2010D Bonds.

(a) Form of 2010D Bonds. The 2010D Bonds shall be issued in fully registered form without coupons and shall be numbered in such manner as may be satisfactory to the County and the Paying Agent. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the 2010D Bonds. Each 2010D Bond shall be dated as of date of registration and authentication of such 2010D Bonds (the "Series Issuance Date"), shall be issued in denominations of $5,000 or any whole multiple thereof, and shall bear interest from the dates, which interest is payable at the maximum rates provided herein, until maturity or prior redemption, all as set forth in the form of 2010D Bond attached hereto as Exhibit A.

(b) Amount and Term of 2010D Bonds. The 2010D Bonds shall bear interest, until maturity or prior redemption, at the maximum rates per annum, and shall mature in the

maximum amounts and on November 15 of certain years, all as set forth in the maturity schedule attached hereto as Schedule A attached hereto and incorporated herein.

(c) Interest Accrual; Interest Payment Dates. The 2010D Bonds shall bear interest payable initially and on each date thereafter (each an "Interest Payment Date"), all as set forth in the form of 2010D Bond attached hereto as Exhibit A, from the immediately preceding Interest Payment Date to which interest has been paid, unless: (i) such 2010D Bond is registered and authenticated as of an Interest Payment Date, in which event such 2010D Bond shall bear interest from such Interest Payment Date; or (ii) such 2010D Bond is registered and authenticated after a Regular Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such 2010D Bond shall bear interest from such Interest Payment Date; or (iii) such 2010D Bond is registered and authenticated prior to the Regular Record Date (hereinafter defined) preceding such 2010D Bond's first Interest Payment Date, in which event such 2010D Bond shall bear interest from the Series Issuance Date; or (iv) as shown by the records of the Paying Agent, interest on such 2010D Bond shall be in default, in which event such 2010D Bond shall bear interest from the date on which interest was last paid on such 2010D Bond, until the principal sum thereof is paid on a special interest payment date set therefor by the Paying Agent (the "Special Interest Payment Date").

If the date for payment of the principal of or interest on any 2010D Bond shall be a Saturday, Sunday, legal holiday or on a day on which banking institutions in the municipality where the designated corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized or required to close (a day other than such a day is a "Business Day"), and payment on such date shall have the same force and effect as if made on the nominal date established for such payment.

(d) Record Dates. The term "Regular Record Date" with respect to any Interest Payment Date shall mean the fifteenth (15th) day (whether or not a Business Day) next preceding such Interest Payment Date. The person in whose name any 2010D Bond is registered at the close of business on any Regular Record Date with respect to any applicable Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such 2010D Bond upon any transfer or exchange thereof subsequent to such Regular Record Date and prior to such Interest Payment Date, except if and to the extent that the County defaults in the payment of the interest due on such Interest Payment Date in which case such defaulted interest shall be paid to the persons in whose names outstanding 2010D Bonds are registered at the close of business on a special record date (the "Special Record Date") established by the Paying Agent, notice of which shall have been mailed to all registered owners of 2010D Bonds not less than fifteen (15) days prior to such Special Record Date and not less than twenty (20) days, but not more than thirty (30) days, prior to the Special Interest Payment Date. Such notice shall be mailed to the registered owner shown on the Bonds Register maintained by the Paying Agent at the close of business on the fifth (5th) business day preceding the date of mailing.

(e) Payment of Interest. Interest on each of the 2010D Bonds shall be payable on

each Interest Payment Date to the registered owner of such 2010D Bond as of the close of business of the Bonds Registrar on the Regular Record Date preceding the applicable Interest Payment Date, by check mailed to the address of such owner as shown on the Bond Register; provided, however, that interest shall be paid on such 2010D Bond by wire transfer to an account of the owner in the United States, if such owner is the Depository Trust Company or its nominee or a successor securities depository or if such owner is the registered owner of 2010D Bonds in an aggregate principal amount of $1,000,000 or more and shall have made a written request for wire payment of interest to the Paying Agent at least fifteen (15) calendar days prior to the Interest Payment Date. Such a request may state that it will remain in effect for subsequent interest payments until amended or revoked by written notice to the Paying Agent; provided, however, that no such request shall remain valid following a transfer of ownership of the 2010D Bond or 2010D Bonds to which it relates.

(f) Payment of Principal. The principal of the 2010D Bonds, when due for payment upon maturity, upon any call for redemption, or upon a declaration of acceleration following a default under the 2010D Bonds, shall be payable upon surrender of the 2010D Bonds to the Bonds Registrar at its designated office.

(g) Computation of Interest. All computations of interest on the 2010D Bonds shall be based on a 360-day year of twelve 30-day months.

(h) Payment in Lawful Money. All payments of principal, interest and redemption price with respect to the 2010D Bonds shall be payable in lawful money of the United States of America.

Section 8. Bonds Registrar, Registrations and Transfer.

The County shall cause to be kept at the designated corporate trust office of the Paying Agent a register (the "Bonds Register") in which, subject to such reasonable regulations as it may prescribe, the County shall provide for the registration of 2010D Bonds and the registration of transfers and exchanges of 2010D Bonds. No transfer or exchange of any 2010D Bond shall be valid unless made at such office and registered in the Bonds Register.

Upon surrender of any 2010D Bond at the designated corporate trust office of the Paying Agent for registration of transfer, the County shall execute and the Paying Agent shall authenticate and deliver in the name of the transferee or transferees, a new 2010D Bond or 2010D Bonds of any authorized denomination, of the same interest rate and maturity, and in the same aggregate principal amount as the 2010D Bonds so surrendered.

Any 2010D Bond shall be exchangeable for other 2010D Bonds of the same maturity, and interest rate, in any authorized denomination, in an aggregate principal amount equal to the principal amount of the 2010D Bond or 2010D Bonds presented for exchange. Upon surrender of any 2010D Bond for exchange at the designated corporate trust office of the Paying Agent, the County shall execute and the Paying Agent shall authenticate and deliver in exchange therefor the 2010D Bond or 2010D Bonds that the owner making the exchange shall be entitled to receive.

All 2010D Bonds issued upon any registration of transfer or exchange shall be valid obligations of the County, evidencing the same debt and entitled to the same benefits under this Ordinance as the 2010D Bonds surrendered for such registration of transfer or exchange.

Every 2010D Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer, in form and with guaranty of signature satisfactory to the County and the Registrar, duly executed by the registered owner thereof or his duly authorized agent or legal representative.

No service charge shall be made for any transfer or exchange of any 2010D Bond, but the County may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of 2010D Bonds.

The County and the Paying Agent shall not be required to: (a) issue, or register the transfer or exchange of, any 2010D Bond during the period beginning at the opening of business on any Regular Record Date for interest payments and ending at the close of business on such Interest Payment Date; (b) issue, or register the transfer or exchange of, any 2010D Bond during the period beginning at the opening of business on the 15th day next preceding any date of selection of 2010D Bonds to be redeemed and ending at the close of business on the date the notice of redemption shall be mailed; (c) issue, or register the transfer or exchange of, any 2010D Bond during the period beginning at the opening of business on the first business day next succeeding the business day the Paying Agent determines the registered owners of the 2010D Bonds to receive notice of any Special Record Date and the close of business on the Special Record Date; or (d) register the transfer or exchange of any 2010D Bond after it has been selected or called for redemption, in whole or in part.

Section 9. Redemption of 2010D Bonds.

(a) Optional Redemption of 2010D Bonds. The 2010D Bonds are subject to redemption prior to maturity as set forth on Schedule A, attached hereto and incorporated herein by reference as if set out here at length.

(b) Notice. Notice of any redemption of 2010D Bonds shall be given by mailing a notice of redemption by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date to the registered owners of the 2010D Bonds to be redeemed at the addresses which appear in the Bonds Register provided, however, that neither failure to mail such notice nor any defect in the notice so mailed or in the mailing thereof with respect to any one 2010D Bond, shall affect the validity of the proceedings for the redemption of any other 2010D Bond. If the County shall have duly given notice of redemption and shall have deposited with the Paying Agent funds for the payment of the redemption price of the 2010D Bonds so called for redemption, with accrued interest thereon to the date fixed for redemption, interest on such 2010D Bonds shall cease to accrue after such redemption date. If at the time of the mailing of notice of redemption the County shall not have deposited with the Paying Agent monies sufficient to redeem all 2010D Bonds so called for redemption, such notice shall state that it is conditional upon, and subject to, the deposit with the Paying Agent of a sufficient amount of

money not later than the opening of business on the redemption date, and such notice shall be of no effect unless such money is so deposited.

(c) CUSIP Numbers. Notices of redemption shall contain the applicable CUSIP numbers pertaining to the 2010D Bonds called for redemption (if then generally in use), and shall also contain the serial identification numbers printed on the 2010D Bonds. The County, however, makes no representation as to the accuracy of such CUSIP numbers either printed on the 2010D Bonds or as contained in any redemption notice.

(d) Selection by County. If less than all 2010D Bonds of any maturity are to be redeemed at any time, the County shall select the 2010D Bonds to be redeemed at such time by written notice to the Paying Agent.

(e) Portions of 2010D Bonds. Any portion of any 2010D Bond of a denomination larger than $5,000 may be redeemed, but only in the principal amount of $5,000 or any integral multiple thereof.

Prior to selecting 2010D Bonds for redemption, the Paying Agent shall assign numbers to each $5,000 portion of any 2010D Bonds of a denomination larger than $5,000 and shall treat each portion as a separate 2010D Bond of the same maturity in the denomination of $5,000 for purposes of selection for redemption. Payment of the redemption price for partial redemption of a Series A Bond shall only be made by the Paying Agent upon surrender of the Series A Bond for redemption of a portion thereof, whereupon the Paying Agent shall authenticate and deliver to the registered owner thereof a new Series A Bond or 2010D Bonds of the same maturity and in any authorized denominations requested by the registered owner in an aggregate principal amount equal to the unredeemed portion of the 2010D Bond surrendered.

Section 10. Execution and Authentication; Book-Entry Only System.

(a) Execution and Authentication.

(1) The 2010D Bonds shall be executed on behalf of the County by the signatures of at least a majority of the Board of Commissioners, and shall have the corporate seal of the County affixed thereto, duly attested by the signature of the Chief Clerk and said officers are hereby authorized and directed to execute the 2010D Bonds. The 2010D Bonds shall be authenticated by the manual execution of the Certificate of Authentication appearing on the 2010D Bonds by a duly authorized officer of the Paying Agent.

(2) No 2010D Bond shall be valid until such Certificate of Authentication shall have been duly executed by the Paying Agent and such authentication shall be conclusive and the only proof that any 2010D Bond has been issued pursuant to this Ordinance and is entitled to any benefits conferred thereon under the provisions of this Ordinance. The signature of the officer of the Paying Agent executing the Certificate of Authentication on a 2010D Bond shall be manual. The signatures of the members of the Board of Commissioners and of the Chief Clerk of the County may be by facsimile. Proper Officers of the County, or any of them, are hereby authorized and directed to deliver the 2010D Bonds to the Purchaser and receive payment

therefor on behalf of the County after sale of the same in the manner required by law and this Ordinance.

(b) Book-Entry Only Registration.

(1) The County authorizes and approves the purchase of the 2010D Bonds by the Purchaser as book-entry only obligations with The Depository Trust Company, New York, New York ("DTC"). Proper Officers of the County are authorized and directed to execute DTC's Letter of Representations, if applicable, in substantially the form submitted to the County concurrent with its consideration of this Ordinance, and such other documents as shall be necessary to complete the sale of the 2010D Bonds as book-entry obligations.

(2) The 2010D Bonds shall be issued in the form of one fully registered bond for the aggregate principal amount of the 2010D Bonds of each maturity. Except as provided in subparagraph (b)(8) below, all of the 2010D Bonds shall be registered in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the 2010D Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the 2010D Bonds for an equal aggregate principal amount of the 2010D Bonds, registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the County or Paying Agent either a 2010D Bond, or any other evidence of ownership of any of the 2010D Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the 2010D Bonds on the registration records maintained by the Paying Agent in connection with discontinuing the book entry system as provided in subparagraph (b)(8), below or otherwise.

(3) So long as the 2010D Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price of or interest on the 2010D Bonds shall be made to DTC or its nominee in immediately available funds on the dates provided for such payments in this Ordinance and in the 2010D Bonds. Each such payment to DTC or its nominee shall be valid and effective to discharge fully all liability of the County, the Paying Agent with respect to the principal or redemption price of or interest on such 2010D Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the 2010D Bonds outstanding of any maturity, the Paying Agent shall not require surrender by DTC or its nominee of the 2010D Bonds so redeemed, but DTC (or its nominee) may retain such 2010D Bonds and make an appropriate notation on the 2010D Bond certificate for such maturity as to the amount of such partial redemption; provided that DTC shall deliver to the Paying Agent upon request, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the 2010D Bonds of such maturity that have been redeemed.

(4) The County, the Paying Agent, and the Bonds Registrar may treat DTC (or its nominee) as the sole and exclusive owner of the 2010D Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the 2010D Bonds, selecting the 2010D Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners under the Ordinance and the 2010D Bonds, registering the transfer of 2010D Bonds, obtaining any consent or other action to be taken by registered

owners and for all other purposes whatsoever; and neither the County nor the Paying Agent or the Bonds Registrar shall be affected by any notice to the contrary. Neither the County nor the Paying Agent, or the Bonds Registrar, as applicable, shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the 2010D Bonds under or through DTC or any such participant, or any other person which is not shown on the registration records maintained by the Paying Agent, and the Bonds Registrar as being a registered owner, with respect to either: (1) the 2010D Bonds; or (2) the accuracy of any records maintained by DTC or any such participant; or (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the 2010D Bonds; or (4) any notice which is permitted or required to be given to registered owners under this Ordinance or the 2010D Bonds; or (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the 2010D Bonds; or (6) any consent given or other action taken by DTC as registered owner.

(5) So long as the 2010D Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the registered owners of 2010D Bonds under this Ordinance or the 2010D Bonds shall be given to DTC as provided in the representation letter to be delivered to DTC, in form and content satisfactory to DTC and the County.

(6) In connection with any notice or other communication to be provided to registered owners pursuant to this Ordinance or the 2010D Bonds by the County, or the Paying Agent with respect to any consent or other action to be taken by registered owners, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the County or the Paying Agent may establish a special record date for such consent or other action. The County or the Paying Agent shall give DTC notice of such special record date not less than fifteen (15) calendar days in advance of such special record date to the extent possible.

(7) Any successor Paying Agent shall, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the representation letter.

(8) The book-entry system for registration of the ownership of the 2010D Bonds may be discontinued at any time if either: (i) after notice to the County, the Paying Agent the Bonds Registrar, DTC determines to resign as securities depository for the 2010D Bonds; or (ii) after notice to DTC, the Paying Agent and the Bonds Registrar, the County determines that a continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the County. In either of such events (unless in the case described in clause (ii) above, the County appoints a successor securities depository), the 2010D Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the County, the Paying Agent, or the Bonds Registrar, for the accuracy of such designation. Whenever DTC requests the County, the Paying Agent, or the Bonds Registrar, to do so, the County, the Paying Agent, or the Bonds Registrar shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain

custody of certificates evidencing the 2010D Bonds.

Section 11. General Obligation Covenant.

The 2010D Bonds are hereby declared to be general obligations of the County. The County hereby covenants with the registered owners from time to time of the 2010D Bonds outstanding pursuant to this Ordinance that it will include the amount of the debt service as specified in this Section, subject to appropriate adjustment in the event of the optional redemption of any of the 2010D Bonds prior to maturity, on the 2010D Bonds 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 2010D Bonds 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 2010D Bonds 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 12. Sinking Fund.

(a) 2010D Bonds Deposit. There hereby is established with the Sinking Fund Depository a sinking fund to be known as follows: the County of Dauphin, General Obligation Bonds, Series D of 2010 Sinking Fund (the "2010D Bonds Sinking Fund"). The County covenants to deposit, and the Treasurer is hereby authorized and directed to deposit, into the 2010D Bonds Sinking Fund (i) on or before each Interest Payment Date, so long as the 2010D Bonds remain outstanding, amounts sufficient to pay the interest due on such dates on the 2010D Bonds then outstanding, and (ii) on or before each maturity date of the 2010D Bonds, so long as the 2010D Bonds remain outstanding, amounts sufficient to pay the principal of the 2010D Bonds due on each such date at maturity. Should the amounts covenanted to be paid into the 2010D Bonds Sinking Fund be, at any time, in excess of the net amounts required at such time for the payment of interest and principal of the 2010D Bonds, whether by reason of funds already on deposit in the 2010D Bonds Sinking Fund or by reason of the purchase of or redemption of such 2010D Bonds, or for some similar reason, the amounts covenanted to be paid may be reduced to the extent of the excess.

(b) Credit for 2010D Bonds Delivered. The County may satisfy any part of its obligations with respect to subsection (a) above by delivering to the Paying Agent and the Sinking Fund Depository, for cancellation, 2010D Bonds maturing on the date on which such deposit is required. The County shall receive credit against such deposit for the face amount of the 2010D Bonds so delivered, provided that such 2010D Bonds are delivered to and received by the Paying Agent and the Sinking Fund Depository on or before the maturity date of the 2010D Bonds for which credit is requested, in the case of a deposit required for the payment of 2010D Bonds, at maturity.

(c) Application of Funds. All sums in the 2010D Bonds Sinking Fund shall be applied exclusively to the payment of principal and interest covenanted to be paid by Section 11 hereof as the same from time to time become due and payable and the balance of said money over and above the sum so required shall remain in the 2010D Bonds Sinking Fund, respectively, to be applied to the reduction of future required deposits; subject, however, to investment or deposit at interest as authorized by law and as permitted by Section 22 hereof. The 2010D Bonds Sinking Fund shall be kept as a separate account at the designated corporate trust office of the Sinking Fund Depository. The Sinking Fund Depository, without further authorization other than as herein contained, shall pay from the money in the 2010D Bonds Sinking Fund the interest on the 2010D Bonds, as and when due to the registered owners on the appropriate Regular Record Date and principal of the 2010D Bonds, as and when the same shall become due, to the registered owners thereof.

(d) Optional Deposits. Notwithstanding the foregoing, in the case of optional redemption of any or all of the 2010D Bonds, as permitted by Section 9 hereof, the Treasurer is hereby authorized and directed to deposit to the 2010D Bonds Sinking Fund from time to time before the applicable optional redemption date funds in the amount which together with the interest to be earned thereon, if any, will equal the principal of, premium, if any, and the interest to the date fixed for redemption on, the 2010D Bonds so called for redemption.

Section 13. Disposition of Proceeds.

All money derived from the sale of the 2010D Bonds shall be deposited in the 2010D Bonds Settlement Account created pursuant to Section 20 hereof and shall be and hereby is appropriated substantially to payment of the cost of the 2010D Bonds Project, including but not limited to payment of the costs and expenses of preparing, issuing and marketing the 2010D Bonds, and the payment of interest on the 2010D Bonds from the Series Issuance Date, and shall not be used for any other purposes, except as to any insubstantial amounts of money which may remain after fulfilling the purposes set forth herein, which minor amounts of remaining money shall promptly upon their determination be deposited in the 2010D Bonds Sinking Fund and used for the payment of interest of the 2010D Bonds. Promptly on the deposit of the proceeds of the 2010D Bonds to the 2010D Bonds Settlement Account and the payment of the costs of issuance of 2010D Bonds as set forth in the closing receipt to be executed by the County, the Purchaser and the Paying Agent at the time of closing on the sale of the 2010D Bonds to the Purchaser (the "Closing Receipt"), the County shall cause the transfer of the balance of the sales proceeds of the 2010D Bonds to the sinking fund of the Prior Obligation, as more fully described in Section 23.

Section 14. Realistic Useful Life.

The 2008 Bonds were issued for the purpose of providing funds for and toward (i) the refunding and redemption of the County's outstanding General Obligation Bonds, Series of 2007 (Tax-Exempt Variable Rate) (the "2007 Bonds"), and (ii) the payment of the costs and expenses of issuing the 2007 Bonds, as described in the 2008 Bonds Ordinance (the "2008 Bonds Prior Project"). The realistic estimated useful life of the 2008 Bonds Prior Project was determined at the time of issuance of the 2008 Bonds. Such determination is hereby ratified and confirmed and the principal amount of the 2010D Bonds equal to the cost of the 2008 Bonds Prior Project has

been scheduled to mature prior to the unexpired useful life thereof.

Section 15. Internal Revenue Code Covenants.

(a) General. The County hereby covenants with the registered owners, from time to time, of the 2010D Bonds that no part of the proceeds of the 2010D Bonds will be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably expected on the date of issuance of the 2010D Bonds, would have caused the 2010D Bonds to be arbitrage bonds (notes) within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, (the "Code") and the Regulations thereunder proposed or in effect at the time of such use and applicable to the 2010D Bonds, and that it will comply with the requirements of that section of the Code and the Regulations throughout the term of the 2010D Bonds.

(b) Bank Qualified Bonds. In order to ensure that the registered owner of the 2010D Bonds, if they are financial institutions, will not be subject to certain provisions of the Code as a result of acquiring and carrying the 2010D Bonds, the County hereby designates the 2010D Bonds, or the 2010D Bonds are otherwise deemed designated, as "qualified tax-exempt obligations," within the meaning of Code section 265(b)(3)(B), and the County hereby covenants that it will take such steps as may be necessary to cause the 2010D Bonds to continue to be obligations described in such Code section during the period in which the 2010D Bonds is outstanding. The County represents that it has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the 2010D Bonds, will result in more than $30,000,000 of tax-exempt obligations being issued in the calendar year in which the 2010D Bonds is issued. For purposes only of the foregoing sentence, the term "tax-exempt obligation" shall include any "qualified 501(c)(3) bond," as defined in Code section 145, but shall not include any other "private activity bond," as defined in Code section 141(a), any obligation which would be an "industrial development bond" or a "private loan bond" as defined in sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to section 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation.

(c) Rebate. The County covenants, if it is not eligible for any rebate exception under the Code, that it will rebate to the U.S. Treasury, at the times and in the manner required by the Code, all investment income derived from investing the proceeds of the 2010D Bonds in an amount which exceeds the amount which would have been derived from the investment of the proceeds of the 2010D Bonds at a yield not in excess of the yield on the 2010D Bonds.

(d) Filing. The County will file IRS Form 8038-G and any other forms or information required by the Code with respect to the 2010D Bonds to be filed in order to permit the interest on the 2010D Bonds to be excluded from gross income for federal income tax purposes.

Section 16. Advertising.

The action of Proper Officers of the County in advertising, or causing to be advertised, a

summary of this Ordinance, prior to enactment, as required by law, is ratified and confirmed. Proper Officers of the County, or any of them, are authorized and directed to advertise, or cause to be advertised, a notice of enactment of this Ordinance in a newspaper of general circulation in the County within 15 days after final enactment. The Chief Clerk is hereby directed to make a copy of this Ordinance available for inspection by any citizen during normal office hours.

Section 17. Filing with Department of Community and Economic Development.

Proper Officers of the County hereby are authorized and directed to prepare, verify, and file with the Department of Community and Economic Development, in accordance with the Debt Act, a transcript of the proceedings relating to the issuance of the 2010D Bonds including the Debt Statement and Borrowing Base Certificate required by Section 8110 of the Debt Act, and to take other necessary action, and to prepare and file all necessary documents with the Department of Community and Economic Development including, if necessary or desirable, any statements required to exclude any portion of the debt evidenced by the 2010D Bonds from the appropriate debt limit as self-liquidating or subsidized debt.

Section 18. General Authorization.

Proper Officers of the County and other officers and officials of the County are hereby authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effect the execution, issuance, sale and delivery of the 2010D Bonds, all in accordance with this Ordinance.

Section 19. Official Statement.

The Preliminary Official Statement of the County with respect to the 2010D Bonds is hereby approved. The Proper Officers of the County are hereby authorized to approve and execute the final Official Statement relating to the 2010D Bonds. The distribution by the Purchaser of the Preliminary Official Statement is hereby ratified. The Purchaser is hereby authorized to use the Preliminary and the final Official Statement in connection with the sale of the 2010D Bonds. The Board of Commissioners of the County deems the Preliminary Official Statement for the 2010D Bonds to be final for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1) (the "Rule"), except for certain information which has been omitted in accordance with such Rule and which will be supplied with the final Official Statement for the 2010D Bonds.

Section 20. Settlement Account.

The County hereby creates with the Paying Agent a special fund to be known as the "County of Dauphin 2010D Bonds Settlement Account" (the "2010D Bonds Settlement Account"). The 2010D Bonds Settlement Account shall be held as trust funds for the benefit of the County until disbursed in accordance with the provisions hereof. The County shall deliver the net proceeds (including accrued interest, if any) derived from the sale of the 2010D Bonds to the Paying Agent for deposit to the 2010D Bonds Settlement Account. The Paying Agent shall disburse, transfer or deposit such proceeds as directed in the Closing Receipt.

Section 21. Payment of Expenses.

All expenses incurred in connection with issuance of the 2010D Bonds shall be paid out of the proceeds derived from the issuance of the 2010D Bonds and deposited in the 2010D Bonds Settlement Account, and Proper Officers of the County and other officials are authorized to sign and deliver requests for payment of such expenses.

Section 22. Investment.

Any money in the 2010D Bonds Sinking Fund not required for prompt expenditure may, at the direction of the County, be invested in bonds or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time accounts or certificates of deposit or other interest bearing accounts of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that such deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits or as trust funds in accordance with the Debt Act. Any such investments or deposits shall mature or be subject to redemption at the option of the holder, or be subject to withdrawal at the option of the depositor, not later than the date upon which such money are required to be paid to the registered owners of the 2010D Bonds.

Section 23. Current Refunding of 2008 Bonds.

The Proper Officers of the County, with respect to the current refunding of the 2008 Bonds, are hereby authorized and directed to contract with Manufacturers and Traders Trust Company, Harrisburg, Pennsylvania, as the true and lawful attorney and agent of the County to effect the redemption and payment, including payment of interest, of the 2008 Bonds and hereby further ratifies and confirms said trust company as the paying agent, sinking fund depository and registrar for the 2008 Bonds.

Subject only to completion of delivery of, and settlement for, the 2010D Bonds, the County hereby authorizes and directs the irrevocable deposit in trust, in the sinking fund for the 2008 Bonds (the "2008 Bonds Sinking Fund") established with the 2008 Bonds Paying Agent under the 2008 Bonds Ordinance, proceeds of the 2010D Bonds in an amount which will be sufficient, without regard to investment earnings, to effect the current refunding and redemption of the 2008 Bonds on the 2008 Bonds Redemption Date. Upon receipt of such proceeds and until applied to the redemption and payment of the 2008 Bonds, the 2008 Bonds Paying Agent is authorized and directed to invest the same in accordance with written instructions of the County. The County covenants and agrees that such investment shall at all times be in compliance with applicable law. On the 2008 Bonds Redemption Date, the 2008 Bonds Paying Agent is irrevocably authorized and directed to pay from the 2008 Bonds Sinking Fund the principal or redemption price of, and interest due on, the 2008 Bonds and to transfer any balance remaining in the 2008 Bonds Sinking Fund not required for such redemption and payment to the Paying Agent for deposit in the 2010D Bonds Sinking Fund established hereunder for application to the payment of interest due on the 2010D Bonds on the first interest payment date. The 2008 Bonds

Paying Agent, in the name, place and stead of the County, shall mail, with respect to the 2008 Bonds, a notice of redemption as required by the terms of the 2008 Bonds and the 2008 Bonds Ordinance. Such notice, substantially in the form attached hereto as Exhibit B is hereby approved. The County hereby agrees to provide for payment of the expenses of such mailings from proceeds of the 2010D Bonds or from moneys otherwise made available by the County and gives and grants the 2008 Bonds Paying Agent full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes as the County might do on its own behalf, and hereby ratifies and confirms all that said agent shall do or cause to be done by virtue hereof.

Section 24. Termination of 2008 Swap. The Proper Officers of the County hereby authorize and approve the termination of the 2008 Swap and authorize and direct the proper officers of the County to take any and all action which may be necessary, on behalf of the County, to document such termination and to otherwise carry out such termination.

The proper officers of the County are authorized, empowered and directed, to execute, acknowledge, attest and/or deliver, as appropriate, any and all such documents, agreements, certificates and instruments, as may be necessary, proper or desirable, in their discretion, to accomplish the termination of the 2008 Swap. The execution and delivery of such documents, instruments, agreements and certificates by such officers will constitute conclusive evidence of their authorization, delivery and acceptance by the County. The Proper Officers of the County hereby express their intent that, subject to review and approval by the solicitor, the Proper Officers of the County shall have full power and authority to take all actions and do all things necessary and desirable to accomplish the termination of the 2008 Swap.

Upon termination of the 2008 Swap, notice thereof shall be given to the Pennsylvania Department of Community and Economic Development.

The Proper Officers of the County hereby authorize and approve the payment of all fees and expenses incurred in connection with the termination of the 2008 Swap, including the payment of any cash settlement amount due and owing to the Counterparty upon termination of the 2008 Swap.

Section 25. Authorization of Officers.

Any authorization granted to, power conferred on, or direction given to Proper Officers of the County, including the Chairman, Chief Clerk or Treasurer, 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 26. Form of 2010D Bonds.

The form of the 2010D Bonds shall be substantially as set forth on Exhibit B attached hereto and, by this reference, incorporated herein as though set forth in full, with such completions and changes as Proper Officers of the County, upon the advice of Bond Counsel and

the Purchaser shall hereafter approve.

Section 27. Appointment of Bond Counsel.

The County hereby appoints McNees Wallace & Nurick LLC, Harrisburg, Pennsylvania, as Bond Counsel for the 2010D Bonds.

Section 28. Disclosure Covenants.

In accordance with the Rule, the County hereby covenants, with and for the benefit of the holders and beneficial owners (which shall include any person or entity that has a pecuniary interest in any of the 2010D Bonds) from time to time of the 2010D Bonds, to provide to the Electronic Municipal Market Access System ("EMMA"), created by the Municipal Securities Rulemaking Board, and to the appropriate state information depository (within the meaning of the Rule) in Pennsylvania, if any (herein a "SID"), on an annual basis, an annual financial report for the next preceding fiscal year of the County which may, but need not, be its comprehensive annual financial report, if any, but which shall include, at a minimum, its financial statements for such fiscal year presented in conformity with generally accepted accounting principles (the "Report"), commencing with the Report for the fiscal year of the County ending in 2010. Each Report shall be provided within 275 days after the end of the fiscal year to which it pertains. Should any Report so provided not include independently audited financial statements of the County for the fiscal year of the County to which such Report pertains, the County shall also provide such independently audited Financial Statements when and if available. The County hereby also covenants, with and for the benefit of the holders and beneficial owners from time to time of the 2010D Bonds, to provide to EMMA and to the SID (A) prompt notice of each failure, to provide, as provided herein, a Report or any audited financial statements in a timely manner and (B) prompt notice of each occurrence of any of the following events with respect to the 2010D Bonds, if such event is material within the meaning of the Rule: (i) principal and interest payment delinquencies; (ii) nonpayment related defaults; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of credit or liquidity providers, or their failure to perform; (vi) adverse tax opinions or events affecting the tax-exempt status of the 2010D Bonds; (vii) modifications to rights of the holders of the 2010D Bonds; (viii) bond calls; (ix) defeasances of the 2010D Bonds or any portion thereof; (x) release, substitution or sale of property securing payment of the 2010D Bonds; or (xi) rating changes.

The County's covenants in the immediately preceding paragraph shall terminate upon legal defeasance, or other arrangement whereby the County is released from any further obligations with respect to the 2010D Bonds, prior redemption or payment in full of all of the 2010D Bonds. If such termination occurs prior to the final maturity of the 2010D Bonds, the County shall give prompt notice of such termination to EMMA and the SID.

Proper Officers of the County are hereby authorized in the name and on behalf of the County to amend or terminate, in whole or in part, any of the foregoing covenants in this Section, without the consent of the holders or beneficial owners of the 2010D Bonds, provided that (A) the amendment requires the County to provide more information, or to disseminate information

more widely or more often, than was required by this Section immediately prior to the amendment, without diminishing in any way the obligations of the County to provide information hereunder as required by this Section immediately prior to the amendment, or (B) the following conditions are satisfied: (i) the amendment or termination is in connection with a change in circumstances that arises from a change in or clarification of legal requirements, change of law, or change in the identity, nature or status of an obligated person (within the meaning of the Rule) with respect to the 2010D Bonds, or the type of business conducted; (ii) such covenants, as amended, would, in the opinion of independent nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the 2010D Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or termination either (a) is approved by the holders of the 2010D Bonds in the same manner as provided in the Debt Act for modifications of this Ordinance with the consent of such holders or (b) does not, in the opinion of independent nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the 2010D Bonds. The County shall give prompt notice of any such amendment or termination to EMMA and to the SID. In addition, the County shall describe such amendment in the next Report or submission of audited financial statements, as the case may be, and shall include, as applicable, a narrative explanation of the reason for the amendment and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being provided by the County. If the amendment relates to the accounting principles to be followed in preparing the Report or audited financial statements, (A) the County shall give prompt notice of such change to EMMA, and the SID and (B) the Report or audited financial statements, as the case may be, for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the Financial Statements as prepared on the basis of the new accounting principles and the Financial Statements prepared on the basis of the former accounting principles.

The sole remedy for a breach by the County of any of the covenants in this Section shall be an action to compel performance of such covenant. Under no circumstances may monetary damages be assessed or recovered or payment of the 2010D Bonds be accelerated, nor shall any such breach constitute a default under the 2010D Bonds. Nothing in this Section is intended as or shall be deemed a "provision of the 2010D Bonds" or a "failure to comply with any provisions of the 2010D Bonds" for purposes of the Debt Act.

Section 29. Remedies of Bondholders.

Upon default by the County in the failure to budget debt service on any of the 2010D Bonds or to pay principal and interest upon any of the 2010D Bonds and such failure continues for 30 days, the holders of the 2010D Bonds shall have such rights and remedies as may be provided by law, including as set forth in Sections 8261 – 8266 of the Debt Act (the "Default Remedies").

Section 30. 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 31. Repealer.

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

ADOPTED, by the Governing Body of this Local Government Unit, in lawful session duly assembled, this 17th day of March, 2010.

COUNTY OF DAUPHIN, PENNSYLVANIA

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

ATTEST:

_____
(Deputy) Chief Clerk

(SEAL)

SCHEDULE A

MATURITY SCHEDULE OF THE 2010D BONDS

Maximum Principal Amount	Maximum Interest Rate	Maximum Effective Yield to Maturity	Maturity (or Mandatory Redemption) Date (November 15)
100,000	6.000%	6.000%	2010
250,000	6.000%	6.000%	2011
1,455,000	6.000%	6.000%	2012
1,465,000	6.000%	6.000%	2013
1,480,000	6.000%	6.000%	2014
1,500,000	6.000%	6.000%	2015
1,520,000	6.000%	6.000%	2016
1,555,000	6.000%	6.000%	2017
1,595,000	6.000%	6.000%	2018
1,630,000	6.000%	6.000%	2019
1,680,000	6.000%	6.000%	2020
1,735,000	6.000%	6.000%	2021
1,785,000	6.000%	6.000%	2022
1,835,000	6.000%	6.000%	2023

REDEMPTION PROVISIONS OF THE 2010D BONDS

Optional Redemption: The 2010D Bonds may be subject to optional redemption prior to maturity, on such date or dates and under such terms as may be determined in the manner described in Section 4 of the Ordinance.

Mandatory Redemption: The 2010D Bonds may be subject to mandatory redemption prior to maturity, determined in the manner described in Section 4 of the Ordinance, not in excess of any annual principal payment amount set forth above in this Schedule A.

SCHEDULE B

MAXIMUM ANNUAL AMOUNTS APPROPRIATED TO 2010D BONDS SINKING FUND

Year	Amount
2010	733,248.33
2011	1,419,100.00
2012	2,609,100.00
2013	2,531,800.00
2014	2,458,900.00
2015	2,390,100.00
2016	2,320,100.00
2017	2,263,900.00
2018	2,210,600.00
2019	2,149,900.00
2020	2,102,100.00
2021	2,056,300.00
2022	2,002,200.00
2023	1,945,100.00

EXHIBIT A

FORM OF 2010 BOND

(See Attached)

EXHIBIT B

NOTICE OF FULL REDEMPTION

To the Registered Owners of County of Dauphin Pennsylvania
General Obligation Bonds, Series of 2008

[IN OUTLINE FORM IDENTIFY BONDS TO BE REDEEMED, LISTING MATURITY DATES, TOTAL AMOUNT CALLED FOR EACH MATURITY, INTEREST RATES, DATED DATE AND CUSIP NUMBERS]

NOTICE IS HEREBY GIVEN that Dauphin County, Pennsylvania, (the "Local Government Unit"), pursuant to the terms of the above designated Series of Bonds (the "2008 Bonds") hereby calls for redemption and payment in full on _____ (the "Redemption Date"), all of its outstanding principal amount of the above-reference 2008 Bonds, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date (the "Redemption Price"). The 2008 Bonds so called for redemption will become due and payable at the office of Manufacturers and Traders Trust Company (the "Paying Agent") on the Redemption Date set forth above, as follows:

By Mail: By Courier:

[Insert street address, city, state, and zip code]

Interest on the 2008 Bonds designated for redemption will cease to accrue on the Redemption Date specified above.

The 2008 Bonds so called for redemption must be surrendered to the Paying Agent (at the address listed in the preceding paragraph) for payment on the Redemption Date with all coupons, if any, maturing subsequent to the Redemption Date.

This Notice, however, is expressly conditioned upon receipt by the Paying Agent of the full Redemption Price on or before the opening of business on the Redemption Date and shall be of no force or effect unless such moneys are so received.

No representation is made as to the correctness or accuracy of the CUSIP numbers listed in this Notice or printed on the 2008 Bonds to be redeemed.

Payments or redemption which are due to occur on any day which is a Saturday, Sunday or other day on which banks in the Commonwealth of Pennsylvania are authorized to be closed, shall occur on the next banking business day with the same force and effect as if occurring on the originally scheduled day.

Withholding of 28% of gross redemption proceeds of any payment made within the United State of America may be required by the Interest and Dividend Tax Compliance Act of 1983, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the Payee. Please furnish a properly completed form W-9 or exemption certificate or equivalent when presenting your securities.

Dated this _____ day of _____, 20____.

COUNTY OF DAUPHIN

By:_____

_____,
as agent for the above redemption

Exhibit B

COUNTY OF DAUPHIN, PENNSYLVANIA

DEBT STATEMENT
(Pursuant to §8110 of the Pennsylvania Local Government Unit Debt Act, as amended, 53 Pa.C.S. §8001, *et seq.*)

Statement as of March 17, 2010 (Within 60 days of filing date)

	Electoral Debt	Non-Electoral Debt	Lease Rental Debt
I GROSS INDEBTEDNESS:			
A. Bonds Outstanding (List and identify by year and issue)[1]			
2004 Series GOB-15534		$ 1,055,000.00	
2005 Series GOB-16008		27,675,000.00	
2005 Series GOB-16111		5,180,000.00	
2006 Series GOB-16325		16,435,000.00	
2009 Series GOB-17210		21,965,000.00	
2002 LRA-3822[2]			1,275,000.00
2003 LRA-4049[3]			175,000.00
2003 LRA-4096[4]			109,655,000.00
2004 LRA-4140[5]			2,005,000.00
2004 LRA-4258[6]			253,860.73
2004 LRA-4290, E-3702[7]			10,795,000.00
2005 LRA-4326[8]			735,000.00
2006 LRA-4481[9]			727,500.00
2006 LRA-4570, E-4037[10]			15,000,000.00

[1] Gives effect to the advance refunding of the County's General Obligation Bonds, Series A of 2002, GOB-14752, in the outstanding principal amount of $16,470,000, and the current refunding of the County's General Obligation Bonds, Series of 2008, GOB-16746, in the outstanding principal amount of $17,195,000.

[2] Guaranty of IDA 2002 Revenue Bonds.

[3] Guaranty of Tax-Exempt Lease Revenue Bonds, Series B of 2003.

[4] Guaranty of Guaranteed Resource Recovery Facility Revenue Bonds, Series D of 2003 and Federally Taxable Resource Recovery Facility Bonds, Series E of 2003. Although E-3449 is available as to 2003 LRA-4096, the undersigned has elected not to utilize this exclusion in connection with this debt proceeding.

[5] Guaranty of DCEDC Guaranteed Parking Revenue Note, Series of 2004.

[6] Guaranty of IDA Guaranteed Lease Revenue Note, Series of 2004.

[7] Guaranty of Dauphin County General Authority, Series 2005 A and B.

[8] Guaranty of IDA Guaranteed Lease Revenue Note, Series of 2005.

[9] Guaranty of IDA Guaranteed Lease Revenue Note, Series of 2006.

2007 LRA-4658[11]			367,500.00
2007 LRA-4692[12]			$ 802,500.00
2007 LRA-4696[13]			30,000,000.00
2008 LRA-4762[14]			1,000,000.00
2009 LRA-4938[15]			7,435,000.00
B. Notes Outstanding (List and identify by year and issue)[16]			
2003 GON-11246		$ 2,850,000.00	
2004 GON-11578		23,200,000.00	
TOTAL	-0-	$ 98,360,000 00	$180,226,360.73

II. CREDITS AND EXCLUSIONS PRESENTLY CLAIMED

Less: (where applicable)

A. Sinking Funds, reserve accounts, bond proceeds	$	$	$
B. Current Appropriations to pay principal	$	$	$
C Uncollected Special Assessments	$	$	$
D. Delinquent Taxes and Liens	$	$	$
E. Surplus Cash	$	$	$
F Solvent Debts Due	$	$	$
G. Indemnifying Insurance	$	$	$
H Self-Liquidating or Subsidized Debt presently claimed	$	$	$25,795,000.00[17]
TOTAL NET INDEBTEDNESS	-0-	$98,360,000.00	$154,431,360.73

(continued...)

[10] County Guaranty of 2006.

[11] Guaranty of IDA Guaranteed Lease Revenue Note, Series of 2007.

[12] Guaranty of IDA Guaranteed Lease Revenue Note, Series A of 2007.

[13] County Guaranty of 2007.

[14] Guaranty of IDA Guaranteed Construction Note, Series of 2008.

[15] Guaranty of Dauphin County General Authority Guaranteed Lease Revenue Bonds, Series C of 2009 and Series D of 2009.

[16] Gives effect to the current refunding of the County's General Obligation Notes, Series A of 2004 in the outstanding principal amount of $4,850,000, and the County's General Obligation Notes, Series B of 2004 (Federally Taxable) in the outstanding principal amount of $1,900,000, each GON-11513.

[17] The 2006 LRA-4570 Issue and the 2004 LRA-4290 Issue referred to in I.A. above and excluded pursuant to Certificates of Approval Nos. E-4037 and E-3702, respectively

III. AGGREGATE PRINCIPAL AMOUNT OF NEW BONDS OR NOTES BEING ISSUED OR EVIDENCING LEASE RENTAL DEBT	N/A	$ 47,315,000[18]	N/A
IV. PRINCIPAL AMOUNT OF BONDS OR NOTES NO LONGER OUTSTANDING PURSUANT TO SECTION 8250(b) FOLLOWING SETTLEMENT OF NEW ISSUE (Refunding Issues Only)	N/A	$ 40,415,,000 00	N/A
V. PRINCIPAL AMOUNT OF BONDS OR NOTES OUTSTANDING FOLLOWING SETTLEMENT OF NEW ISSUE	-0-	$145,675,000.00	154,431,360.73[19]
VI. BORROWING BASE AS SHOWN ON APPENDED BORROWING BASE CERTIFICATE			$ 355,954,201
VII. APPLICABLE DEBT LIMITS			
A. Non-Electoral Debt (300% of Borrowing Base)			$1,067,862,604
B Non-Electoral plus Lease Rental Debt limited for school district borrowings (225% of Borrowing Base)			N/A
C Non-Electoral Plus Lease Rental Debt (400% of Borrowing Base)			$1,423,816,805

With respect to the exclusions of lease rental debt claimed in II. above and as required by Section 8110(b) of the Pennsylvania Local Government Unit Debt Act, 53 Pa Cons. Stat. §8001 *et seq.*, as amended, the undersigned officers of the County of Dauphin, Pennsylvania (the "Local Government Unit"), hereby certify that there has been excluded by any change of circumstances other than decreases resulting from the payment of the Bonds evidencing such debt.

[18] Non-electoral debt incurred in connection with the County's General Obligation Bonds, Series of 2010 in the aggregate principal amount of $47,315,000, pursuant to the Proceedings attached hereto

[19] By reason of the previous exclusions set forth above in footnote 17.

The undersigned authorized officers of the Local Government Unit, being duly sworn according to law, do hereby verify that the foregoing Debt Statement is a full and accurate statement of the debt of the Local Government Unit as of March 17, 2010, prepared in accordance with the Pennsylvania Local Government Unit Debt Act, as amended (53 Pa C.S. §8001, *et seq.*).

By: _____
(Vice) Chairman, County Commissioners

By: _____
Chief Clerk

SWORN to and subscribed before me this
17th day of March, 2010.

_____
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
RICHIE A. MARTZ, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires May 13, 2011

BORROWING BASE CERTIFICATE
AS REQUIRED BY THE
PENNSYLVANIA LOCAL GOVERNMENT UNIT DEBT ACT,
AS AMENDED (53 Pa.C.S. §8001, *et seq.*)

Local Government Unit:	County of Dauphin, Commonwealth of Pennsylvania
Post Office Address:	Dauphin County Administration Building 2 South Second Street Harrisburg, Pennsylvania
Prepared as of:	March 17, 2010

	Fiscal Years		
	2007	2008	2009 (Unaudited)
Total Adjusted Revenues and Financing Sources	$339,646,353	$361,385,555	$366,830,696

TOTAL ADJUSTED REVENUES FOR THREE YEARS	$1,067,862,604
BORROWING BASE (Total Adjusted Net Revenues Divided by 3)	$355,954,201
GROSS BORROWING CAPACITY	
Non-Electoral Debt Limit (300% of Borrowing Base)	$1,067,862,604
Non-Electoral and Lease Rental Debt Limit (400% of Borrowing Base)	$1,423,816,805

The undersigned authorized officials of the County of Dauphin, Pennsylvania (the "Local Government Unit") do hereby verify the foregoing Borrowing Base as a full and accurate statement of the borrowing base of the Local Government Unit as of March 17, 2010, prepared in accordance with the Pennsylvania Local Government Unit Debt Act, as amended (53 Pa.C S §8001, *et seq.*).

By:_____
(Vice) Chairman, County Commissioners

By:_____
Chief Clerk

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

CERTIFICATE OF APPROVAL
LOCAL GOVERNMENT UNIT DEBT ACT

DATE:
APPROVAL NO..
AMOUNT:

_____
For Secretary of Community and Economic Development

COUNTY OF DAUPHIN, PENNSYLVANIA

APPLICATION FOR APPROVAL

In the Matter of the Proposed Incurrence of
Non-Electoral Debt in
Accordance with the Provisions of the
Local Government Unit Debt Act

To: DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
HARRISBURG, PENNSYLVANIA

Date: March 17, 2010

County of Dauphin, Pennsylvania
Non-Electoral Debt in the Maximum Aggregate Principal Amount of $47,315,000

The undersigned duly authorized officer of the County of Dauphin, Pennsylvania (the "County"), herewith makes application pursuant to Section 8111(a) and Section 8201 of the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001, *et seq.*, as amended (the "Act"), for approval of the incurring of the above-mentioned debt to be evidenced by $47,315,000 maximum aggregate principal amount of General Obligation Bonds, Series of 2010 of the County of Dauphin (the "2010 Bonds"), consisting of the County's General Obligation Bonds, Series A of 2010 in the maximum aggregate principal amount of $19,770,000 (the "Series A Bonds"); the County's General Obligation Bonds, Series B of 2010 in the maximum aggregate principal amount of $5,550,000 (the "Series B Bonds"); the County's General Obligation Bonds, Taxable Series C of 2010 in the maximum aggregate principal amount of $2,410,000 (the "Series C Bonds") and the County's General Obligation Bonds, Series D of 2010 in the maximum aggregate principal amount of $19,585,000 (the "Series D Bonds"). The issuance of the Series A Bonds, the Series B Bonds and the Series C Bonds were approved by the County on March 3,

2010 (the "March 3, 2010 Approval"). The issuance of the Series D Bonds were approved by the County on March 17, 2010 (the "March 17, 2010 Approval").

Also enclosed is a check in the amount of $916.56 in payment of the filing fee for the March 3, 2010 Approval and a check in the amount of $662.03 in payment of the filing fee for the March 17, 2010 Approval.

The complete transcript of the proceedings which are herewith submitted in support of the "Application for Approval" consists of the following:

1. Certified copy of the Ordinance authorizing the issuance of the Series A Bonds, the Series B Bonds and the Series C Bonds, enacted by the County on March 3, 2010.

2. Proof of publication of a summary of the March 3, 2010 Ordinance and proof of publication of the notice of enactment of the March 3, 2010 Ordinance.

3. Certified copy of the Ordinance authorizing the issuance of the Series D Bonds, enacted by the County on March 17, 2010.

4. Proof of publication of a summary of the March 17, 2010 Ordinance and proof of publication of the notice of enactment of the March 17, 2010 Ordinance.

5. Debt Statement of the County prepared pursuant to Section 8110 of the Act and a Borrowing Base Certificate complying with the requirements of Section 8002(c) of the Act.

6. The parameters Bond Purchase Agreement as to the Series A Bonds, the Bond Purchase Agreement as to the Series B Bonds, the Bond Purchase Agreement as to the Series C Bonds and the Bond Purchase Agreement as to the Series D Bonds, each as accepted by the County.

COUNTY OF DAUPHIN,
PENNSYLVANIA

By: _____
Chief Clerk

[SEAL]

BOND PURCHASE AGREEMENT

for

COUNTY OF DAUPHIN
Pennsylvania
General Obligation Bonds
Series D of 2010

March 17, 2010

RBC Capital Markets Corporation

BOND PURCHASE AGREEMENT

COUNTY OF DAUPHIN
Pennsylvania
General Obligation Bonds
Series D of 2010

March 17, 2010

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

Gentlemen:

The undersigned, RBC Capital Markets Corporation (the "Underwriter"), acting on its own behalf, offers to enter into the following agreement with County of Dauphin, Pennsylvania (the *"Issuer" or the "County"*) which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Ordinance (as defined herein) or in the Official Statement (as defined herein).

1 *Purchase and Sale of the Bonds.* Conditioned upon market availablility, usual and customary Underwriter review and approvals, customary bond documentation and opinions and the absence of either party terminating this Agreement pursuant to Section 7 herein, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all of the Issuer's General Obligation Bonds, Series D of 2010 (the *"Series D Bonds"*), authorized for issuance under a Ordinance adopted by the Issuer on March 17, 2010 (the "Bond Ordinance") and more fully described herein. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms, that with respect to the Underwriter's purchase of the Series D Bonds, the Underwriter is not acting as a fiduciary of the Issuer, but rather is acting solely in its capacity as Underwriter for its own account. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

The maximum aggregate principal amount of the Series D Bonds to be issued, the maximum annual principal maturity or mandatory redemption amounts, and the maximum interest rate(s) per annum, are set forth in Schedule I attached hereto. The Series D Bonds are described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Bond Ordinance and any Bond Agreement authorized thereunder. Manufacturers and Traders Trust Company, Harrisburg, Pennsylvania (the "Paying Agent") shall serve as paying agent, sinking fund depositary and registrar for the Series D Bonds.

The purchase price for any Series D Bonds purchased hereunder, including underwriting discount and net original issue discount or original issue premium, shall be negotiated and set forth in a written addendum to this Agreement (whether one or more, each referred to as the "Bond Agreement") executed by both parties at least 15 days prior to date of the Closing (as hereinafter defined), and shall not be less than 95.0% nor more than 115.0% of the aggregate principal amount of Series D Bonds to be issued and delivered by the Issuer, plus interest accrued, if any, on the Series D Bonds from the dated date of the Series D Bonds to the date of such Closing. The initial offering prices and yields, interest rate modes, mode conversion provisions, remarketing provisions,

optional and mandatory tender provisions, credit or liquidity provisions, optional and mandatory redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Series D Bonds, not inconsistent with the Bond Ordinance and any Bond Agreement authorized thereunder, also shall be set forth in an addendum to this Agreement and shall in all respects be acceptable to the Issuer in its sole discretion. The Series D Bonds may, however, be issued and delivered by the Issuer from time to time, on such dates and in such aggregate principal amounts as may be authorized by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Series D Bonds, pay the appropriate purchase price set forth above, plus accrued interest, if any, from the dated date of such Series D Bonds to the date of delivery of such Series D Bonds.

2. *Public Offering* The Underwriter agrees to make a bona fide public offering of all of the Series D Bonds at prices not to exceed the public offering price(s) described above, which will be set forth on the cover of an Official Statement to be prepared by or on behalf of the Issuer (the "Official Statement") in connection with the marketing and issuance of the Series D Bonds. The Underwriter may subsequently change such offering price(s) without any requirement of prior notice. The Underwriter may offer and sell Series D Bonds to certain dealers (including dealers depositing Series D Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

3. *The Preliminary Official Statement and the Official Statement.*

(a) Upon request of the Underwriter, following notification by the Issuer that it intends to issue Series D Bonds under the Bond Ordinance, a Preliminary Official Statement shall be prepared for use by the Underwriter in connection with any public offering, sale or distribution of the Series D Bonds. The Preliminary Official Statement shall be deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series D Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "*Rule*"). The Issuer hereby agrees to consent to the use by the Underwriter of the Preliminary Official Statement in connection with a public offering of the Series D Bonds.

(b) Not later than seven (7) business days after the Issuer and the Underwriter execute the addendum to this Agreement establishing the final terms applicable to the Series D Bonds, and in sufficient time to accompany any confirmation that requests payment from any customer, the Issuer shall provide, or cause to be provided, to the Underwriter, an Official Statement satisfying the requirements of the Rule. The Official Statement shall be complete as of the date of its delivery to the Underwriter and shall be made available in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Issuer agrees to authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Series D Bonds.

(c) If, after the date of the Official Statement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the "end of the underwriting period" for the Series D Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and furnish, or cause to be prepared and furnished, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of

copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriter hereby agrees to timely file the Official Statement with the Municipal Securities Rulemaking Board (MSRB). Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4 *Representations , Warranties , and Covenants of the Issuer*. The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) The Issuer is a county of the third class organized and existing under the laws of the Commonwealth of Pennsylvania (the *"Commonwealth"*) and has full legal right, power and authority under the Local Government Unit Debt Act, as amended and supplemented (the "Act"), and at the date of the Closing will have full legal right, power and authority under the Act, and the Bond Ordinance (i) to enter into, execute and deliver this Agreement, the Bond Ordinance and the Undertaking as defined in Section 6(h)(4) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Bond Ordinance, the Undertaking, and the other documents referred to in this clause (i) are hereinafter referred to as the *"Issuer Documents"*), (ii) to sell, issue and deliver the Series D Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Underwriter, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Ordinance and the issuance and sale of the Series D Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Series D Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein, in the Bond Ordinance and in the Official Statement;

(c) The Issuer Documents constitute or will constitute legal, valid and binding obligations of the Issuer 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 Series D Bonds, when issued, delivered and paid for in accordance with the Bond Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Ordinance and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Series D Bonds as aforesaid, the Bond Ordinance will provide, for the benefit of the holders, from time to time, of the Series D Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Ordinance;

(d) The Issuer 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, any applicable judgment or decree, or any loan agreement, indenture, bond, note, Ordinance, agreement or

other instrument to which the Issuer is a party relating to the transaction contemplated by this Agreement or to which the Issuer 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 Issuer under any of the foregoing; and the execution and delivery of the Series D Bonds and the Issuer Documents and the adoption of the Bond Ordinance and compliance with the provisions on the Issuer'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, Bond Ordinance, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets is 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 Issuer to be pledged to secure the Series D Bonds or under the terms of any such law, regulation or instrument, except as provided in the Series D Bonds and the Bond Ordinance;

(e) All authorizations and approvals of any governmental authority, legislative body, board, agency or commission 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 Issuer of its obligations under the Issuer Documents and the Series D Bonds have been or will be duly obtained;

(f) The Series D Bonds shall conform to the descriptions thereof to be set forth in the Official Statement under the caption "The Bonds"; the description of the Bond Ordinance to be contained in the Official Statement under the caption "Introduction" shall conform to the Bond Ordinance; the proceeds of the sale of the Series D Bonds will be applied generally as described in the addendum to this Agreement and in the Official Statement under the caption "Purpose of the Issue"; and, if applicable, the Undertaking shall conform to the description thereof to be contained in the Official Statement under the caption "Continuing Disclosure Undertaking;"

(g) 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 Issuer after due inquiry, threatened against the Issuer, (1) affecting the existence of the Issuer or the titles of its officers to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series D Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Series D Bonds, pursuant to the Bond Ordinance, (3) in any way contesting or affecting the validity or enforceability of the Series D Bonds or the Issuer Documents, (4) contesting the exclusion from gross income of interest on the Series D Bonds for federal income tax purposes under existing laws or the exclusion from gross income of interest on the Series D Bonds from Pennsylvania personal income tax and Pennsylvania personal property taxes under the laws of the Commonwealth, (5) contesting in any way the timing or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (6) contesting the powers of the Issuer or any authority for the issuance of the Series D Bonds, the adoption of the Bond Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, 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 Series D Bonds or the Issuer Documents;

(h) As of its date, the Preliminary Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) From its date (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Agreement), up to and including the date of Closing, the Official Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Series D Bonds as provided in and subject to all of the terms and provisions of the Bond Ordinance and not to take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or State income tax purposes of the interest on the Series D Bonds;

(k) The financial statements of, and other financial information regarding the Issuer, in the Official Statement shall fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) Prior to the Closing the Issuer will not offer or issue any Bonds, Notes or other obligations for borrowed money payable from or secured by any of the revenues or assets which will secure the Series D Bonds without prior notice to the Underwriter; and

(m) Any certificate signed by any official of the Issuer duly authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

5. *Closing.*

(a) At such time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the *"Closing"*), the Issuer will, subject to the terms and conditions hereof, deliver the Series D Bonds to the Underwriter via the Book-Entry Only System of The Depository Trust Company, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Series D Bonds as set forth in Section 1 of this Agreement by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Series D Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter. If the Series D Bonds are issued and delivered to the Underwiter from time to time as permitted under Section 1 hereof, the mutual delivery of Series D Bonds and the other documents, certificates and opinions required by this Agreement to be made on the related Closing Date is herein referred to as a "Closing."

(b) The Series D Bonds shall be delivered to the Paying Agent in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bond for each maturity of the Series D Bonds, registered in the name of Cede & Co., all as provided in the Bond Ordinance. Upon request, copies of the executed Series D Bonds shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

6. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the Series D Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

(a) The representations and warranties of the Issuer contained herein 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 Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;

(c) At the time of the Closing, (i) the Issuer Documents and the Series D Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;

(d) At or prior to the Closing, the Bond Ordinance shall have been duly adopted by the Issuer and in full force and effect, and the Issuer shall have duly executed and delivered the Series D Bonds to the Paying Agent for the Paying Agent's authentication of the Series D Bonds;

(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 or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Series D Bonds on the terms and in the manner contemplated in the Official Statement;

(f) The Issuer 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 Underwriter; and

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

(1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Ordinance and any Bond Agreement authorized thereunder, each with such supplements or amendments as may have been agreed to by the Underwriter;

(3) This Agreement, together with all addendums pertaining to the final terms of the Series D Bonds, duly executed by the Issuer;

(4) The Continuing Disclosure Undertaking (the "Undertaking") of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule;

(5) The approving opinion of Bond Counsel with respect to the Series D Bonds;

(6) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein 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 Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Series D Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the Series D Bonds, or the pledge of the full faith, credit and taxing power of the Issuer for payment of the Series D Bonds; (iii) the Ordinances of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Series D Bonds and Issuer Documents have been duly adopted by the Issuer, are in full force and effect and have not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (as the same may have been amended or supplemented in accordance with Section 3(c) hereof, if applicable) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(7) A certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Series D Bonds will be used in a manner that would cause the Series D Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate;

(8) Any other certificates and opinions required by the Bond Ordinance for the issuance thereunder of the Series D Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series D Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Series D Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

7. *Termination*. Either party shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or marketability of the Series D Bonds shall, in the sole judgement of the terminating party, be materially adversely affected by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury

Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Series D Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) Legislation shall be introduced in or enacted (or Ordinance passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series D Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Series D Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or Pennsylvania state officials authorized to do so;

(d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Series D Bonds or as to obligations of the general character of the Series D Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(e) Any amendment to the federal Constitution or Constitution of the Commonwealth or action by any federal or Commonwealth court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, the Series D Bonds (or interest thereon), or the validity or enforceability of the Bond Ordinance or the levy of taxes to pay principal of and interest on the Series D Bonds;

(f) Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(h) Prior to the date of Closing, the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, which in the judgement of the Underwriter would have a material adverse affect upon the Underwriter's ability to market the Series D Bonds;

(i) Any fact or event shall exist or have existed that, in the Underwriter' judgment, requires or has required an amendment of or supplement to the Official Statement;

(j) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of the Issuer's underlying credit rating or any rating of the Bond Insurer if insured;

(k) The purchase of and payment for the Series D Bonds by the Underwriter, or the resale of the Series D Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(l) Legislation shall be proposed for enactment or be enacted which materially and adversely affects the taxing power of the Issuer or the ability of the Issuer to pledge its full faith, credit and taxing power for the Series D Bonds.

Notwithstanding the foregoing, the County shall have the right and privilege to terminate its obligation to sell, issue and deliver the Series D Bonds to the Underwriter pursuant to this Agreement for any reason, with or without cause at any time after a period of six (6) months following the initial date of this Agreement and the Bond Ordinance, but not after the date of the execution of any addendum by the County *pro tanto* (to the extent of the principal authorized in any addendum), upon payment of reasonable out-of-pocket expenses to the Underwriter. Written notice of the County's election to terminate this Agreement shall be given to the Underwriter promptly, and thereafter the County will have no further obligation under this Agreement.

8. *Expenses.* The Issuer shall pay all costs of issuance of the Series D Bonds, including any rating, filing, printing of Series D Bonds and Official Statement, underwriting discount, financial advisor fees, paying agent and sinking fund depositary fees, bond counsel and local counsel fees and expenses, and any other such miscellaneous expenses which occur in the normal underwriting of a Bond issue.

9. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter). Notwithstanding the foregoing, the Issuer shall have the right, which right is hereby specifically acknowledged by the Underwriter, to direct the Underwriter to assign this Agreement and the Underwriter's interests in this Agreement to such party as the Issuer may direct in writing to the Underwiter. Upon such assignment the Underwiter shall be relieved of any obligations under this Agreement. The Issuer shall be responsible for the reasonable out of pocket expenses of the Underwriter in the event of any directed assignment to another party. This Agreement may be assigned by the Underwriter with the Issuer's prior written consent. All of the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Series D Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

10. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

11. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the Commonwealth.

12. *Severability* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. *Business Day*. For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

14. *Section Headings*. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

15 *Counterparts*. This 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.

16. Bank Qualifications. The Bonds shall be designated by the Issuer, or shall or be "deemed designated", as "qualified tax-exempt obligations", for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (relating to the deductibility of interest of certain financial institutions.

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

Respectfully submitted,

RBC CAPITAL MARKETS CORPORATION

By _____

Name Louis Verdelli

Title Managing Director

Date March 17, 2010

ACCEPTANCE

ACCEPTED at [_____] [a.m./p.m.] Eastern Time this 17th day of March 2010.

COUNTY OF DAUPHIN

Pennsylvania

By _____

Name Jeff Haste

Title ~~(Vice)~~ Chairman of
the Board of Commissioners

SCHEDULE I

COUNTY OF DAUPHIN
Pennsylvania
General Obligation Bonds
Series D of 2010

Summary

Principal Maturity (or Mandatory Redemption): November 15 $19,585,000

Maximum Annual Principal Payment Amount ($)	Maximum Interest Rate (%)	Principal Maturity or Mandatory Sinking Fund Payment Year
$ 100,000	6.00%	2010
$ 250,000	6.00%	2011
$ 1,455,000	6.00%	2012
$ 1,465,000	6.00%	2013
$ 1,480,000	6.00%	2014
$ 1,500,000	6.00%	2015
$ 1,520,000	6.00%	2016
$ 1,555,000	6.00%	2017
$ 1,595,000	6.00%	2018
$ 1,630,000	6.00%	2019
$ 1,680,000	6.00%	2020
$ 1,735,000	6.00%	2021
$ 1,785,000	6.00%	2022
$ 1,835,000	6.00%	2023