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COUNTY OF DAUPHIN
Commonwealth of Pennsylvania

ORDINANCE NO. 8-2013

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAUPHIN, PENNSYLVANIA DETERMINING TO INCUR DEBT IN THE AMOUNT NOT TO EXCEED \$8,360,000; DETERMINING THAT SUCH DEBT SHALL BE INCURRED AS LEASE RENTAL DEBT TO BE EVIDENCED BY A GUARANTEED LEASE REVENUE NOTE, SERIES OF 2013, TO BE AUTHORIZED AND TO BE ISSUED BY DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY; BRIEFLY DESCRIBING THE PROJECT FOR WHICH SAID DEBT IS TO BE INCURRED AND SPECIFYING THE REALISTIC USEFUL LIFE OF SAID PROJECT; AUTHORIZING AND DIRECTING PROPER OFFICERS OF THE COUNTY TO EXECUTE, ATTEST, SEAL AND DELIVER, AS APPROPRIATE, (I) AN AGREEMENT OF LEASE, BETWEEN SAID AUTHORITY, AS LESSOR, AND THE COUNTY, AS LESSEE, AND (II) A GUARANTY AGREEMENT WITH RESPECT TO AFORESAID GUARANTEED LEASE REVENUE NOTE; APPROVING THE FORMS OF SAID AGREEMENT OF LEASE AND SAID GUARANTY AGREEMENT; AUTHORIZING AND DIRECTING THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF COMMISSIONERS AND THE CHIEF CLERK OF THE COUNTY TO PREPARE, VERIFY AND FILE, AS APPLICABLE, THE DEBT STATEMENT, THE BORROWING BASE CERTIFICATE TO BE APPENDED TO THE DEBT STATEMENT, AND OTHER APPROPRIATE DOCUMENTS REQUIRED BY THE LOCAL GOVERNMENT UNIT DEBT ACT, 53-Pa. C.S. § 8001 ET SEQ.; SPECIFYING THE MAXIMUM LEASE RENTALS TO BE PAID BY THE COUNTY PURSUANT TO SAID AGREEMENT OF LEASE; GUARANTEEING PAYMENT OF THE PRINCIPAL OF AND INTEREST ON AFORESAID GUARANTEED LEASE REVENUE NOTE AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO; SPECIFYING THE MAXIMUM AMOUNT OF THE GUARANTY OBLIGATIONS OF THE COUNTY PURSUANT TO SUCH GUARANTY AGREEMENT; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE COUNTY WITH RESPECT TO THE GUARANTY AGREEMENT; AUTHORIZING PROPER OFFICERS OF THE COUNTY TO EXECUTE ALL REQUIRED, NECESSARY OR DESIRABLE CERTIFICATES AND DOCUMENTS IN CONNECTION WITH SAID LEASE RENTAL DEBT AND SAID PROJECT; AUTHORIZING PROPER OFFICERS OF THE COUNTY TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE ACTION IN CONNECTION WITH SAID PROJECT AND THE EXECUTION, DELIVERY OR ACCEPTANCE OF SAID AGREEMENT OF LEASE AND SAID GUARANTY AGREEMENT; PROVIDING FOR THE EFFECTIVENESS OF THIS ORDINANCE; PROVIDING FOR THE SEVERABILITY OF PROVISIONS OF THIS ORDINANCE; AND PROVIDING FOR THE REPEAL OF ALL INCONSISTENT ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS.

WHEREAS, the County of Dauphin, Pennsylvania (the "County") exists under laws of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit," as such term is defined under the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 *et seq.* (the "Debt Act"); and

WHEREAS, Dauphin County Industrial Development Authority (the "Authority") is a public instrumentality and a body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania, having been duly organized by the County pursuant to the provisions of the Act of August 23, 1967, P.L. 251, of the Commonwealth of Pennsylvania, as amended and supplemented, known as the Economic Development Financing Law (the "Act"); and

WHEREAS, the Authority, desires to undertake a project, with the consent of the County, consisting of: (i) the acquisition of certain real property located at 1100 South Cameron Street in the City of Harrisburg, Dauphin County, Pennsylvania, consisting of a 2.542 acre tract of land and the improvements constructed thereon which currently consist of a modern two-story office building inclusive of 41,415 square feet of gross area and a surface parking lot for approximately 173 vehicles integral to the operations of the office building (the "Facilities"), for the purpose of owning and operating such property and improvements and leasing it to the County and various non-profits, and (ii) paying certain costs and expenses in connection therewith (collectively, the "Project"); and

WHEREAS, based on reasonable cost estimates obtained for the Project, including the costs of issuance thereof, with the assistance of persons qualified by experience, the cost is estimated to be at least \$8,360,000 and the estimated useful life of the Project is estimated to be at least thirty (30) years; and

WHEREAS, the County and the Authority are willing to enter into an Agreement of Lease (the "Lease") whereunder the Authority, as lessor, shall lease the Facilities to the County, as lessee, for use as offices by County agencies and various non-profit organizations which provide support services to residents of the County and whereunder the County agrees, *inter alia*, to operate and maintain the Facilities and to pay certain rentals to the Authority or its assigns; and

WHEREAS, in order to finance the Project, the Authority has determined to enter into a long-term credit facility, in the principal sum not to exceed \$8,360,000, with Mid Penn Bank (the "Bank") pursuant to which the Bank has agreed, upon certain terms and conditions, to loan said sum to the Authority to be applied for and toward payment of costs of the Project; and

WHEREAS, the Authority's obligation to repay said loan will be evidenced by its Guaranteed Lease Revenue Note, Series of 2013 (1100 South Cameron Street Project), to be dated as of the date of delivery thereof (the "Note"), to be issued and delivered under and pursuant to a loan agreement by and between the Bank and the Authority; and

WHEREAS, the Board of Commissioners of the County has determined that the Project is in the best interests of the County and its residents; and

WHEREAS, the County desires the Authority to proceed to undertake the Project, and as inducement to the Authority to undertake the Project and to issue its Note, the County is willing to guarantee the full payment of the principal of and the interest on the Note, when due, pursuant to a guaranty agreement (the "Guaranty") and the authority set forth in the Debt Act.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the County of Dauphin, Pennsylvania, as follows:

1. The Project and Recitals. The Board of Commissioners of the County hereby approves the Project and requests and authorizes the Authority to proceed to undertake the Project, the financing thereof and the payment of all "costs" related thereto. The description of the Project contained in the recitals to this Ordinance hereby is incorporated into this Section by reference as if set out at length. The foregoing recitals and all terms defined therein are incorporated herein, and such defined terms may hereafter be used as if set out at length.

2. Cost and Realistic Useful Life. Reasonable cost estimates have been obtained for the Project with the assistance of financial advisors and other persons qualified by experience. The total cost of the Project is at least \$8,360,000. The Board of Commissioners of the County hereby determines that the useful life of the Project is at least thirty (30) years.

3. Incurrence of Lease Rental Debt. The Board of Commissioners of the County hereby determines to incur "debt," as such term is defined in the Debt Act, as "lease rental debt," as such term is defined in the Debt Act, for the purpose of assisting in the financing of the Project.

4. Amount of Lease Rental Debt. The debt to be incurred, as lease rental debt, as set forth in Section 3 hereof, shall be in the maximum principal amount of \$8,360,000, and shall be evidenced by the County's execution and delivery of the Guaranty, pursuant to which the County agrees to guarantee the payment of principal of and interest on the Note, when due. The Note shall be issued under and pursuant to a loan agreement by and between the Authority and the Bank, and secured by, *inter alia*, lease rentals payable by the County to the Authority or its assigns under the Lease, substantially in the form referred to in subsection 5(a) hereof, and the Guaranty executed by the County, substantially in the form referred to in subsection 6(a) hereof. The term of the Note does not exceed the estimated useful life of the Project, which the County determines to be not less than thirty (30) years.

5. The Lease.

(a) *Authorization and Approval of Lease.* The County, as lessee, shall enter into the Lease with the Authority, as lessor, substantially in the form referred to in this subsection (a), with respect to the Project and the Note. The Lease, *inter alia*, sets forth terms and provisions to be observed by the County and the Authority with respect to the Project and the Note. The Lease shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Lease, in the form so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the Lease is attached hereto as Exhibit A.

(b) *Execution by Proper Officers.* The Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County are hereby authorized and directed to execute, attest, acknowledge and deliver, as applicable, the Lease, in behalf of the County, with such insertions, deletions and amendments as the officers of the County executing the Lease and the Solicitor to the County shall approve. The execution, attestation and delivery of the Lease by appropriate officers of the County shall constitute conclusive evidence of such approval; Provided, however, that such execution and delivery of the Lease shall be subject to compliance by the County with applicable provisions of the Debt Act. Said officers of the County are authorized to take all other required, necessary or desirable action in connection with the Project and with the execution and delivery of the Lease.

(c) *Consent to Assignment.* The County consents to the assignment by the Authority of all its right, title and interest in the Lease and all rentals payable by the County thereunder as set forth in an Assignment, attached to the Lease.

6. The Guaranty.

(a) *Authorization and Approval of Guaranty.* The County shall enter into the Guaranty, substantially in the form referred to in this subsection (a), with respect to the Note to be issued by the Authority. The Guaranty shall be substantially in the form presented to this meeting, which form is approved; and a copy of the Guaranty, in the form so presented to this meeting and so approved, shall be filed with the Chief Clerk of the County for inspection, at reasonable times, by interested persons requesting such inspection. A copy of the form of the Guaranty is attached hereto as Exhibit B.

(b) *Execution by Proper Officers.* The Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County are hereby authorized and directed to execute, attest, seal and deliver the Guaranty, with such insertions, deletions and amendments as the officers of the County executing the Guaranty and the Solicitor to the County shall deem necessary. The execution, attestation and delivery of the Guaranty by appropriate officers of the County shall constitute conclusive evidence of such approval; Provided, however, that such execution and delivery of the Guaranty shall be subject to compliance by the County with applicable provisions of the Debt Act. Said officers of the County are authorized to take all other required, necessary or desirable action in connection with the Project and with the execution and delivery of the Guaranty.

(c) *Delivery to the Bank.* The County authorizes delivery of the Guaranty to the Bank for the purposes set forth in the Guaranty.

7. Filing with Department of Community and Economic Development. The Chairman or Vice Chairman of the Board of Commissioners and the Chief Clerk of the County are authorized and directed to make application to the Pennsylvania Department of Community and Economic Development (the "Department") for approval with respect to said lease rental debt, as required by the Debt Act, and to pay or cause to be paid to the Department all proper filing fees required by the Debt Act and to take all other required and appropriate action.

Accordingly, the Chairman or Vice Chairman of the Board of Commissioners and Chief Clerk of the County are authorized and directed: (a) to prepare, verify and file with the Department, a debt statement as required by the Debt Act; (b) to prepare, execute and file with the Department the borrowing base certificate to be appended to the debt statement referred to in subparagraph (a) of this Section; (c) to prepare, execute and file the application with the Department, together with a complete and accurate transcript of the proceedings relating to the incurring of debt, of which debt the Note, upon issue, and the Guaranty, upon execution and delivery, will be evidence, as required by the Debt Act; (d) to pay or to cause to be paid to the Department all filing fees required by the Debt Act in connection with the foregoing; and (e) to take other required, necessary and/or appropriate action, and further, the same proper officers are authorized, at their discretion, hereafter to prepare and file, as required, with the Department, appropriate statements required by the Debt Act which are necessary to qualify all or a portion of lease rental debt of the County, if any shall be subject to exclusion as self liquidating debt, for exclusion from the appropriate debt limit of the County as such self liquidating debt.

8. Execution of Documents. Proper officers and officials of the County are hereby authorized and directed to execute, attest and deliver any and all necessary or appropriate certificates, instruments, agreements or documents and to do any and all necessary or appropriate things in connection

with the transactions hereby contemplated, including, without limitation, fulfilling the requirements of the terms and conditions approved by the Authority with respect to the Note.

9. Guaranty Covenant. The County hereby guarantees the full payment of the principal of and interest on the Note and in furtherance thereof covenants and agrees with the holders from time to time of the Note that if the Authority shall fail to pay the full amount of the principal of and interest on the Note when the same becomes due and payable, at the times and places, under the terms and conditions, and in the manner prescribed in the Note, the County will pay the full amount of such principal and interest to the holders of the Note.

The County covenants to and with the holders of the Note, from time to time, that, subject to the terms and conditions of and as set forth more fully in the Guaranty, the County (a) shall include the amounts payable in respect of the Guaranty for each fiscal year in which such sums are payable in its budget for that year, (b) shall appropriate such amounts from its general revenues for the payment of such payment, and (c) shall duly and punctually pay or cause to be paid from any of its revenues or funds the amount payable in respect of the Guaranty, at the dates and place and in the manner stated in the Guaranty, according to the true intent and meaning thereof. The County pledges its full faith, credit and taxing power for such budgeting, appropriation and payment in respect of the Guaranty. For the purpose of complying with the covenants of this Section, the County shall, subject to the terms and conditions hereof and of the Guaranty, budget the amounts set forth in Exhibit C hereto for the fiscal year in which such amounts are payable and shall appropriate and shall pay, in the manner provided in the Guaranty, such amounts. This covenant shall be specifically enforceable in accordance with the Debt Act.

In the event that the County is obligated to make payments under the Guaranty, the maximum amounts required to be paid thereunder, if and as necessary on an annual basis, from the general revenues of the County, shall be as set forth on Exhibit C hereto. Exhibit C is incorporated herein by reference with the same force and effect as if fully set forth in the text hereof. If at any time the County is required to make any payment under the Guaranty, the proper officers of the County are hereby authorized and directed to do so.

10. General Authorization. Proper officers of the County are authorized and directed to execute all documents and to take such other action as may be necessary to carry out the intent and purposes of this Ordinance and the undertakings of the County under the Lease and the Guaranty.

11. Effective Date. This Ordinance shall become effective in accordance with the provisions of the Debt Act.

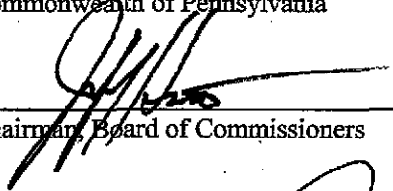
12. Severability. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the County that the remainder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

13. Repealer. All ordinances and resolutions or parts thereof, insofar as the same are inconsistent herewith, are repealed hereby.

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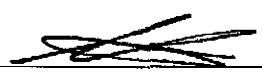
DULY ENACTED AND ORDAINED this 20th day of November, 2013, by the Board of Commissioners of the County of Dauphin, Pennsylvania, in lawful session duly assembled.

COUNTY OF DAUPHIN
Commonwealth of Pennsylvania



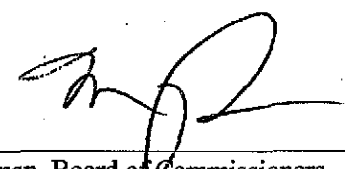
Chairman, Board of Commissioners

ATTEST:




Chief Clerk

(SEAL)



Vice Chairman, Board of Commissioners



Secretary, Board of Commissioners

11/20/13

LEASE AGREEMENT

THIS LEASE is made as of the 17th day of December, 2013, by and between the **DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate and politic formed under the laws of the Commonwealth of Pennsylvania (hereinafter "Lessor"), and **COUNTY OF DAUPHIN, PENNSYLVANIA**, a county of the third class having its principal office at the Office of the County Commissioners, 4th Floor, Dauphin County Administration Building, 2 South Second Street, Harrisburg, Pennsylvania, by and through its Board of Commissioners (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of real property and improvements known and numbered as 1100 South Cameron Street, City of Harrisburg, Dauphin County, Pennsylvania (the "Premises"); and

WHEREAS, Lessor has agreed to lease the Premises to Lessee, who has agreed to take the Premises from Lessor, on terms and conditions acceptable to the parties as herein provided.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. PREMISES. Lessor does demise and lease unto Lessee the entire Premises that are more particularly described as an office building (including all of the space contained on the two (2) floors comprising the building) located at 1100 South Cameron Street, City of Harrisburg, as well as all of the site improvements surrounding same, to be used for general office purposes. The rentable square footage area of the Premises is deemed to be 41,415 square feet Lessee shall have the exclusive use of all parking available on-site of the Premises, consisting of approximately one-hundred seventy-three (173) on-site parking spaces.

2. TERM. The duration of this Lease shall be for a period of approximately twenty (20) consecutive years (the "Lease Term), beginning on December 17, 2013 and ending December 1, 2033 (the "Expiration Date"). Lessee shall also have the option to renew the Lease as set forth in Paragraph 23 below.

3. RENT. Lessee agrees to pay rent to Lessor for use of the Premises in accordance with the rent schedule attached hereto as Exhibit "A" and incorporated herein by this reference. Any rent not received at Lessor's principal office on or before the close of business on the fifteenth (15th) day of May and November of each year shall be subject to a two percent (2%) late charge. Payments, when received by Lessor, shall be applied first to any delinquent rents and operating expense charges / reimbursements and then to late charges.

4. UTILITIES. Lessee agrees to pay the cost of the following utility services: telephone, gas (heating), electricity (air-conditioning and power), water and sewer. All such utilities shall be contracted for in Lessee's name or in the name of any agent designated by Lessee.

5. REAL ESTATE TAXES. Unless the Premises are entirely tax exempt, Lessee agrees to reimburse Lessor on an annual or more frequent basis for the cost of any real estate taxes assessed or incurred with respect to the Premises.

6. INSURANCE. Lessee, at its expense, shall maintain at all times during the term of this Lease the following insurance policies: (a) fire insurance, including extended coverage, vandalism, malicious mischief, sprinkler leakage and water damage coverage and demolition and debris removal, insuring the full replacement cost of all improvements, alterations or additions to the Premises, said policy naming Lessor as insured; (b) workman's compensation insurance for Lessee's employees at the Premises with limits as required by law and naming Lessor as additional insured as appropriate, (c) commercial general liability insurance and property damage insurance with respect to the Building and the Premises, with limits to be set by Lessor from time to time but in any event not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate for personal injury, sickness, death or for damage to or destruction of property, naming Lessor as additional insured; and (d) insurance against such other risks and in such other amounts as Lessor may from time to time require. All or a part of the insurance obligations set forth in this Paragraph 6 may be fulfilled in whole or in part by any sub-tenant occupying the Premises; provided, however, that no such assignment shall relieve Lessee of the ultimate responsibility with regard to insurance. Additionally, Lessee shall be permitted to self-insure on some required insurance coverages, provided that proper stop-loss protections are in place and evidence of financial capacity is made available upon request.

All such policies shall be issued by insurers licensed to do business in the Commonwealth of Pennsylvania. In addition, Lessee shall provide Lessor with at least thirty (30) days prior written notice to Lessor of termination or modification and shall be primary not contributory. Lessee shall at least ten (10) days prior to the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to Lessor certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

7. REFUSE COLLECTION. Lessee (or Lessee's subtenants, as appropriate) agrees to pay the cost of refuse collection for the interior and exterior of the Premises.

8. MAINTENANCE AND JANITORIAL. Lessee (or Lessee's subtenants, as appropriate) shall be responsible for all general building maintenance, repairs and replacements, including HVAC, roof, plumbing, electrical, parking lot, etc. Janitorial service for the interior and exterior of the Premises is the responsibility of the Lessee. The janitorial service shall conform to reasonable and generally accepted commercial practices. Floorcovering maintenance inside the Premises (carpet cleaning and vinyl tile maintenance) shall conform to reasonable and generally accepted commercial practices. Lessee shall maintain the Premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents and other pests and shall not permit undue accumulation of garbage, trash, rubbish and other refuse, but shall remove from the Premises the same at its own expense and shall keep such refuse in proper containers located on the Premises. Lessee agrees to pay the cost of landscape maintenance (including landscaping replacement plantings) for the Property. Lessee agrees to pay the cost of snow removal for the Building.

Lessor's duly authorized agents, contractors, and employees may enter upon the Premises at reasonable times during the term for purposes of inspection and/or making emergency repairs.

9. NEGATIVE COVENANTS OF LESSEE. Lessee agrees to the following negative covenants:

(A) No waste, damage or injury shall be committed to the Premises. In the event that Lessee does not exercise the option to purchase at the end of the term as provided in Paragraph 22 below, the Premises shall be restored, at the option of Lessor, to the same condition in which it was at the commencement of the term, and the cost of said restoration shall be paid by Lessee, which cost shall be treated as additional rent due and owing under the terms of this lease. This paragraph is subject to the exceptions of ordinary wear and tear, and unavoidable damage by fire, elements, casualty, or other cause or happening not due to Lessee's negligence.

(B) Lessee shall not carry on any activity which will endanger the building from fire or cause a forfeiture of any fire insurance that Lessor has or may hereafter have on the Building. Lessee shall not conduct activities which would cause a forfeiture of any fire insurance. Lessee shall not operate any machinery or equipment that may be harmful to the building, or disturbing to other occupants of the building, nor place weights in any portion of the Premises beyond the safe carrying capacity of the structure.

(C) Without Lessor's prior written consent, Lessee shall not assign, convey or otherwise transfer this Lease or any interest hereunder or any part hereof. Any such transfer or use described in the preceding sentence (a "Transfer") occurring without the prior written consent of Lessor, whether occurring voluntarily or involuntarily by operation of law, shall be void and of no effect. Lessor's consent to any Transfer shall not constitute a waiver of Lessor's right to withhold its consent to any future Transfer. Lessor's consent to any Transfer or acceptance of rent from any party other than Lessee shall not release Lessee from any covenant or obligation under this Lease except that the rent payment received shall be credited to Lessee's account. Lessor's consent to any Transfer shall not relieve Lessee's liability to Lessor for the payment of rent and other sums and for the performance of all obligations of Lessee under this Lease. Lessor shall require, as a condition to its consent to any Transfer, that the Lessee and assignee execute an instrument which sets forth that Lessee shall not be released from its obligations under the Lease and that assignee shall assume and agree to fulfill, observe and perform each and every covenant and obligation under the Lease from and after the effective date of such assignment.

(D) Without Lessor's prior written consent, Lessee shall not sublet all or any portion of the Premises. Lessee's subleasing all or any portion of the Premises shall not relieve Lessee of its liability to Lessor for the payment of rent and other sums and for the performance of all obligations under the Lease. During the Lease Term, Lessee does not expect to and shall not perform any act, enter into any sublease or other agreement, or use or permit more than 5% of the Premises to be used in any manner for any trade or business of any other person or organization (other than a state or local governmental unit or a 501(c)(3) organization) unless Lessee provides prior written notice to Lessor of the proposed act, sublease, agreement or use and Lessee and Lessor receive an approving opinion of nationally recognized bond counsel with respect to such act, sublease, agreement or use. Prior to entering into any sublease with a 501(c)(3) organization, Lessee shall require each 501(c)(3) organization to execute and deliver the certificate attached as

Schedule 1 to the Lessor's Tax Regulatory and Non-Arbitrage Certificate dated concurrently herewith in connection with the Lessor's Guaranteed Lease Revenue Note, Series of 2013 (1100 South Cameron Street Project) (the "Note"). Lessee and any and all Sublessees must execute an instrument which sets forth that Lessee shall not be released from its obligations under the Lease and that the Sublessee agrees to fulfill, observe and perform each and every covenant and obligation under the Lease from and after the effective date of such Permitted sublease.

(E) Lessee shall not introduce telephone wires and computer wires into the building without Lessor's prior written consent. If consent is granted, all such telephone and computer wires shall be professionally installed by a reputable installer at Lessee's expense. The attaching of wires to the outside of the building is absolutely prohibited. Similarly, if the Lessee desires to introduce certain fiberoptic communication services into the Premises and/or Building, the Lessor's prior written consent shall be required. Lessee shall be solely responsible for all costs associated with such installation to equip the Building with fiberoptic communication services, and all costs associated with the utilization of such service. Lessee further agrees that it shall be solely responsible for any and all damages which are incurred at the Building and/or Premises due to the installation of such services

(F) Without Lessor's prior written consent, no satellite dishes or roof top antennas shall be installed on or at the Building in which the Premises are located. Any such installations shall be performed at Lessee's expense by reputable contractors and conform to all building and municipal codes.

(G) Lessee shall not place or cause to be placed any additional locks or bolts of any kind upon any of the doors or windows in the Premises, nor shall any changes be made to any locks or the locking mechanisms therein, without Lessor's prior written consent. Lessee shall not place or cause to be placed any interior locking and/or custom locking system without Lessor's approval. Any changes or re-keying of the locks will be at the sole expense of the Lessee.

(H) Lessee shall not permit any lien to be filed against the Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, by or on behalf of Lessee. If any such lien is filed, Lessee shall within fifteen (15) days thereafter have such lien released of record or deliver to Lessor a bond in form, amount, and issued by a surety satisfactory to Lessor, indemnifying Lessor against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Lessee fails to have such lien so released or to deliver such bond to Lessor, Lessor, without investigating the validity of such lien, may pay or discharge the same; and Lessee shall reimburse Lessor upon demand for the amount so paid by Lessor, including Lessor's expenses and reasonable attorneys' fees.

(I) Lessee in no event shall allow its employees, subtenants, assignees, invitees, contractors or agents to smoke in the Premises or outside the Premises if it is in the immediate vicinity of any building entrance.

10. RULES AND REGULATIONS. Lessor reserves the right to issue rules and regulations governing activities impacting the use and occupancy of the Premises. Lessee shall observe and comply, and cause its subtenants, assignees, invitees, employees, contractors and agents to observe and comply, with all such rules and regulations that may be issued by Lessor.

Lessee agrees to formulate reasonable rules and regulations applicable to any subtenant that may occupy the Premises.

11. ADDITIONAL RESPONSIBILITIES OF LESSEE. All damages or injuries done to the Premises by Lessee and/or Lessee's customers, clerks, servants, agents, employees, visitors of Lessee, and individuals for whom Lessee is responsible, other than those caused by ordinary wear and tear, shall be repaired by Lessee at the expense of Lessee. Lessee covenants and agrees to make such repairs upon twenty (20) days written notice given to Lessee by Lessor, and if Lessee shall neglect to make said repairs or commence to make the same promptly or complete the same within twenty (20) days after receiving such notice, Lessor shall have the right to make such repairs at the expense and cost of Lessee, and the amount thereof may be collected as additional rent accruing for the month following the date of the said repairs, and if said expense is made at the expiration of the term, then the cost so made may be collected by Lessor as additional rent for the use of the Premises during the entire term

Lessee shall require any and all Sublessees to agree to defend, pay, indemnify and save free and harmless Lessor, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature, by or in favor of anyone whomsoever, all from and against any and all costs and expenses, including reasonable attorney's fees, resulting from or in connection with, loss of life, bodily or personal injury or property damage, arising directly or indirectly out of, or from, or on account of, any occurrence in, upon, about, at or from the Premises, occasioned wholly or in part, through the use and occupancy of the Premises, or any improvements therein, or appurtenances thereof, or by any act or omission of Lessee or any Sublessee, or their respective employees, agents, contractors or invitees, in, upon, about, at or from the Premises, or its appurtenances, except where caused by the negligence of Lessor, its agents or employees.

12. DAMAGE OR DESTRUCTION OF PREMISES. In the event that the Building or the Premises shall be partially or totally damaged by fire or other casualty or happening, then the following obligations of the parties shall apply:

(A) This Lease shall not terminate, but in such event Lessor agrees to repair, restore or rebuild the Premises. Lessor's obligation to restore the Premises shall be limited to restoring those improvements in the Premises as of the date of such fire or other casualty which were made at Lessor's expense and shall exclude any furniture, fixtures, equipment, additions, alterations or improvements in the Premises which were made at Lessee's expense. In this case where the entire Premises is substantially destroyed or so damaged as to cause the entire Premises to be untenantable, the rent payable hereunder shall entirely abate on a per diem basis from the date of such fire or other casualty until the date the Premises shall have been restored, repaired, or rebuilt, as the case may be, and put in proper condition for use and occupancy, provided Lessee does not occupy any part of the Premises during said period.

(B) Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of making repairs and/or alterations to all or any portion of Premises. Lessor shall have no obligation to replace, restore or repair any fixtures or personal property of Lessee installed in the Premises.

13. LESSOR'S DEFAULT AND REMEDIES OF LESSEE. If Lessor should default in the performance of any provisions, covenants, conditions or obligations on its part to be performed under this Lease, and such default is not cured or commenced to be cured (and diligently prosecuted to completion thereafter) within fifteen (15) days after written notice from Lessee to Lessor to that effect, Lessee may, at its option, perform the same for the account and at the expense of the Lessor. Lessee shall then have the right in that event to deduct its reasonable and documented costs and expenses incurred by it by reason of any such default of Lessor under this Lease against the next ensuing monthly installment of rent hereunder until it has been fully reimbursed for same.

14. LESSEE'S DEFAULT AND REMEDIES OF LESSOR.

(A) The occurrence of any of the following shall constitute a default (a "Default") by Lessee under this Lease: (i) Lessee fails to pay any Rent when due and such failure is not cured within fifteen (15) days from the date of the notice from Lessor; (ii) Lessee fails to perform any other provision of this Lease and such failure is not cured within thirty (30) days or additional reasonable time as Lessee may require if cure is not practicable within such thirty (30) day period and Lessee has commenced the cure and is diligently continuing to completion (or immediately if the failure involves a hazardous condition) after notice from Lessor; (iii) the leasehold interest of Lessee is levied upon or attached under process of law; or (iv) Lessee abandons the Premises and discontinues the payment of its rent obligations.

(B) Upon the occurrence of a Default, Lessor may elect to terminate this Lease, or, without terminating this Lease, terminate Lessee's right to possession of the Premises. Upon any such termination, Lessee shall immediately surrender and vacate the Premises and deliver possession thereof to Lessor. Lessee grants to Lessor the right to enter and repossess the Premises and to expel Lessee and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Lessor's rights to Rent or any other right given to Lessor hereunder or by operation of law.

(C) If Lessor terminates Lessee's right to possession of the Premises without terminating this Lease, Lessor may relet the Premises or any part thereof. In such case, Lessor shall use commercially reasonable efforts to relet the Premises on such terms as Lessor shall reasonably deem appropriate; provided, however, Lessor shall not be required to accept any Lessee offered by Lessee or to observe any instructions given by Lessee about such reletting. Lessee shall reimburse Lessor for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration and other expenses incurred to secure a new Lessee for the Premises. In addition, if the consideration collected by Lessor upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Lessee, is insufficient to pay monthly the full amount of the Rent, Lessee shall pay to Lessor the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, the full amount of such excess shall be retained by Lessor and shall in no event be payable to Lessee.

(D) No waiver by Lessor of any breach by Lessee or any of Lessee's obligations, agreements or covenants herein shall be a waiver of any subsequent breach or of any obligation, agreement or covenant, nor shall any forbearance by Lessor to seek a remedy for any

breach by Lessee be a waiver by Lessor of any rights and remedies with respect to such or any subsequent breach.

(E) If Lessor terminates this Lease, Lessee shall pay to Lessor as and for liquidated and final damages, an accelerated lump sum payment. This payment shall be equal to the amount by which Lessor's estimate of the aggregate amount of Rent owing from the date of such termination through the Expiration Date added to Lessor's reasonable estimate of the aggregate expenses of reletting the Premises, exceeds Lessor's estimate of the fair rental value of the Premises for the same period, after deducting from such fair rental value the time needed to relet the Premises and the amount of concessions which would normally be given to a new Lessee.

(F) No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy provided herein or by law, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

(G) Lessor may but shall not be obligated to perform any obligation of Lessee under this Lease if not performed in a timely manner when and due by Lessee; and, if Lessor so elects, all costs and expenses paid by Lessor in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Lessee to Lessor on demand. Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Lessor may have at law or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Lessor may elect. The exercise of any remedy by Lessor shall not be deemed an election of remedies or preclude Lessor from exercising any other remedies in the future.

(H) Lessee shall be liable to Lessor for all costs and expenses, including reasonable attorney's fees incurred by Lessor in protecting or enforcing its rights under the Lease upon any default by Lessee with regard to any of Lessee's obligations under the Lease.

(I) Upon the default of this Lease by Lessee, or upon termination of this Lease prior to the expiration of the Term, or upon termination of Lessee's right to possession of the Premises, Lessee shall return the Premises to Lessor in good order and condition, ordinary wear and damage by fire or other casualty excepted. Lessor, at its option, may require Lessee to remove any alterations which were made by Lessor on behalf of Lessee, such removal shall be done in a good and workmanlike manner. If Lessee does not remove such alterations after being requested to do so by Lessor, Lessor may remove the same and restore the Premises and Lessee shall pay the cost of such removal and restoration to Lessor upon demand.

(J) Lessee shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to the termination of the Lease Term or Lessee's right to possession of the Premises. If Lessee does not remove such items, Lessee shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Lessor to Lessee; or at Lessor's sole option such items shall be deemed abandoned, in which event Lessor may cause such items to be removed and dispensed of at Lessee's expense without obligation to compensate Lessee.

15. **WAIVER OF DEMAND.** Lessee does hereby waive any and all demand for payment of the rent herein provided for, either on the day due or on any other day.

16. **CONSENT TO JURISDICTION.** Lessee hereby consents to the jurisdiction and venue of the Courts of Common Pleas of Dauphin County, Pennsylvania and/or the United States District Court for the Middle District of Pennsylvania in any and all actions or proceedings arising from this Lease and irrevocably agrees to service of process by personal service upon Lessee, wherever Lessee may be located or by certified or registered mail, return receipt requested, directed to Lessee at its last known address.

17. **REMEDIES CUMULATIVE.** All remedies of Lessor herein shall be cumulative and concurrent.

18. **CONDEMNATION.** In the event the entire Premises is taken or condemned for a public use, this Lease shall terminate as of the date title shall vest in the condemnor.

In the event a part of the Premises is taken or condemned for a public use, this Lease shall terminate only as to the part so taken, as of the date title shall vest in the condemnor. Rent shall abate only in proportion to the square feet of office space so taken or condemned.

19. **SUBORDINATION.** The rights and interests of Lessee under this Lease shall be subject and subordinate to any mortgage(s) that may be placed upon the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof.

20. **ASSIGNMENT BY LESSOR.** In the event of sale and conveyance of the Property by Lessor, Lessor may assign its interest in this Lease, or any part thereof, and such assignee shall thereupon be deemed Lessor hereunder. Lessor shall provide Lessee with written notice of any such assignment. All terms and conditions of this Lease shall remain unchanged as a result of any assignment, including, the Purchase Option under Paragraph 22. The Lessee hereby consents to the assignment by Lessor of this Lease to Mid Penn Bank, as security for the Note.

21. **QUIET ENJOYMENT.** Upon paying the said rent and performing the covenants of this Lease, on its part to be performed, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the term aforesaid and any herein duly authorized additional term, subject, however, to the exceptions, reservations and conditions of this Lease.

22. **PURCHASE OPTION.** At the end of the term of this Lease, Lessor hereby grants to Lessee an option to purchase the Property (the "Purchase Option") for a purchase price of One Dollar (\$1.00), subject to the execution a mutually acceptable sales agreement that contains the agreed upon financial terms of the acquisition. Lessee may exercise the option by giving sixty (60) days advance written notice of its intent to purchase and take title for the consideration stated. This option shall be assignable by Lessee.

23. **RENEWAL OPTION.** In the event that Lessee elects not to purchase the Property pursuant to paragraph 22 above, then Lessee shall have the right and option of renewing

this Lease upon the same terms and conditions as herein contained, for one (1) additional five (5) year renewal period; provided that:

(A) Lessee is not in default hereunder.

(B) Lessee gives written notice by certified mail or nationally recognized overnight courier of its exercise of this option not less than one (1) year prior to the expiration of the original term or any hereinbefore duly authorized additional term, time being of the essence of giving of such notice.

(C) The rental paid during the renewal term shall be the rental paid at the end of the original term, in addition to an annual adjustment to be negotiated in good faith between the parties, but in no event for a rental amount less than the annual rental amount of the immediately previous year.

24. NOTICES. All notices and demands to be given under this Lease shall be given in writing to the addresses set forth above or at such other addresses as Lessor or Lessee may hereafter designate. Notices shall only be delivered by hand, or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier.

25. INTEGRATION AND SUPERSEDEAS. This Lease (and any incorporated Exhibits) constitute the entire understanding of the parties with respect to the subject premises of this Lease and cancels, supersedes and terminates any prior Lease of the Premises.

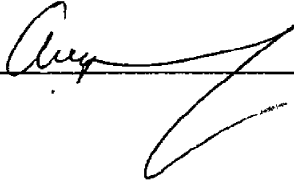
26. HEIRS, ETC. This Lease shall be binding upon the parties hereto and their respective successors and/or assigns.

27. HEADINGS NOT PART OF LEASE. Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the undersigned, by their duly authorized representatives, have hereunto set their hands and seals the day and year first above written.

ATTEST:


**DAUPHIN COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**



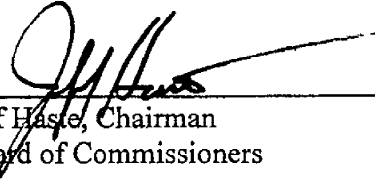
By: 
_____, Chairman

ATTEST:


**COUNTY OF DAUPHIN
COMMONWEALTH OF PENNSYLVANIA**



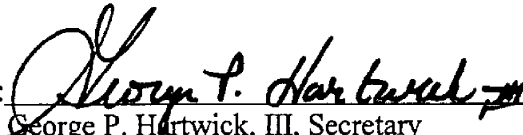
Laura E. Evans, Esquire
Chief Clerk / Chief of Staff

By: 

Jeff Haste, Chairman
Board of Commissioners

By: 

Mike Pries, Vice-Chairman
Board of Commissioners

By: 

George P. Hartwick, III, Secretary
Board of Commissioners

EXHIBIT "A"

RENT SCHEDULE

The Base Schedule on Page A-2 shall apply unless the Lessee receives notice from the Lessor that an "Event of Taxability" has occurred under its Guaranteed Lease Revenue Note, Series of 2013 (1100 South Cameron Street Project, in which event the Event of Taxability Schedule on Page A-3 shall apply.

**MAXIMUM LEASE PAYMENT SCHEDULE
BASE SCHEDULE**

<i>Lease Date</i>	<i>Principal</i>	<i>Rate</i>	<i>Interest</i>	<i>Total Lease Payment</i>
5/15/14			113,843.33	113,843.33
11/15/14	310,000.00	3.000%	124,950.00	434,950.00
5/15/15			120,300.00	120,300.00
11/15/15	319,000.00	3.000%	120,300.00	439,300.00
5/15/16			115,515.00	115,515.00
11/15/16	329,000.00	3.000%	115,515.00	444,515.00
5/15/17			110,580.00	110,580.00
11/15/17	339,000.00	3.000%	110,580.00	449,580.00
5/15/18			105,495.00	105,495.00
11/15/18	349,000.00	3.000%	105,495.00	454,495.00
5/15/19			100,260.00	100,260.00
11/15/19	359,000.00	3.000%	100,260.00	459,260.00
5/15/20			94,875.00	94,875.00
11/15/20	370,000.00	3.000%	94,875.00	464,875.00
5/15/21			89,325.00	89,325.00
11/15/21	381,000.00	3.000%	89,325.00	470,325.00
5/15/22			83,610.00	83,610.00
11/15/22	393,000.00	3.000%	83,610.00	476,610.00
5/15/23			77,715.00	77,715.00
11/15/23	405,000.00	3.000%	77,715.00	482,715.00
5/15/24			115,818.00	115,818.00
11/15/24	417,000.00	4.850%	115,818.00	532,818.00
5/15/25			105,705.75	105,705.75
11/15/25	429,000.00	4.850%	105,705.75	534,705.75
5/15/26			95,302.50	95,302.50
11/15/26	442,000.00	4.850%	95,302.50	537,302.50
5/15/27			84,584.00	84,584.00
11/15/27	455,000.00	4.850%	84,584.00	539,584.00
5/15/28			73,550.25	73,550.25
11/15/28	469,000.00	4.850%	73,550.25	542,550.25
5/15/29			62,177.00	62,177.00
11/15/29	483,000.00	4.850%	62,177.00	545,177.00
5/15/30			50,464.25	50,464.25
11/15/30	497,000.00	4.850%	50,464.25	547,464.25
5/15/31			38,412.00	38,412.00
11/15/31	512,000.00	4.850%	38,412.00	550,412.00
5/15/32			25,996.00	25,996.00
11/15/32	528,000.00	4.850%	25,996.00	553,996.00
5/15/33			13,192.00	13,192.00
11/15/33	544,000.00	4.850%	13,192.00	557,192.00
Totals	8,330,000.00		3,364,546.83	11,694,546.83

(1) Rental payments are based on the maximum rate beginning with the payment due on May 15, 2024

**MAXIMUM LEASE PAYMENT SCHEDULE
(EVENT OF TAXABILITY ONLY)**

<i>Lease Date</i>	<i>Principal</i>	<i>Rate</i>	<i>Interest</i>	<i>Total Lease Payment</i>
5/15/14			160,898.58	160,898.58
11/15/14	310,000.00	4.240%	176,596.00	486,596.00
5/15/15			170,024.00	170,024.00
11/15/15	319,000.00	4.240%	170,024.00	489,024.00
5/15/16			163,261.20	163,261.20
11/15/16	329,000.00	4.240%	163,261.20	492,261.20
5/15/17			156,286.40	156,286.40
11/15/17	339,000.00	4.240%	156,286.40	495,286.40
5/15/18			149,099.60	149,099.60
11/15/18	349,000.00	4.240%	149,099.60	498,099.60
5/15/19			141,700.80	141,700.80
11/15/19	359,000.00	4.240%	141,700.80	500,700.80
5/15/20			134,090.00	134,090.00
11/15/20	370,000.00	4.240%	134,090.00	504,090.00
5/15/21			126,246.00	126,246.00
11/15/21	381,000.00	4.240%	126,246.00	507,246.00
5/15/22			118,168.80	118,168.80
11/15/22	393,000.00	4.240%	118,168.80	511,168.80
5/15/23			109,837.20	109,837.20
11/15/23	405,000.00	4.240%	109,837.20	514,837.20
5/15/24			167,160.00	167,160.00
11/15/24	417,000.00	7.000%	167,160.00	584,160.00
5/15/25			152,565.00	152,565.00
11/15/25	429,000.00	7.000%	152,565.00	581,565.00
5/15/26			137,550.00	137,550.00
11/15/26	442,000.00	7.000%	137,550.00	579,550.00
5/15/27			122,080.00	122,080.00
11/15/27	455,000.00	7.000%	122,080.00	577,080.00
5/15/28			106,155.00	106,155.00
11/15/28	469,000.00	7.000%	106,155.00	575,155.00
5/15/29			89,740.00	89,740.00
11/15/29	483,000.00	7.000%	89,740.00	572,740.00
5/15/30			72,835.00	72,835.00
11/15/30	497,000.00	7.000%	72,835.00	569,835.00
5/15/31			55,440.00	55,440.00
11/15/31	512,000.00	7.000%	55,440.00	567,440.00
5/15/32			37,520.00	37,520.00
11/15/32	528,000.00	7.000%	37,520.00	565,520.00
5/15/33			19,040.00	19,040.00
11/15/33	544,000.00	7.000%	19,040.00	563,040.00
Totals	8,330,000.00		4,795,092.58	13,125,092.58

(1) Rental payments are based on the maximum rate beginning with the payment due on May 15, 2024

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Dauphin County Industrial Development Authority
Guaranteed Lease Revenue Note, Series of 2013
(1100 South Cameron Street Project)
**** Maximum Debt Service (Tax-Exempt / Bank-Qualified) ****
(Fixed Rate of 3.00% to 12/1/23 / Max Floating Rate Thereafter)

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SOURCES AND USES OF FUNDS

Dauphin County Industrial Development Authority
Guaranteed Lease Revenue Note, Series of 2013
(1100 South Cameron Street Project)

**** Maximum Debt Service (Tax-Exempt / Bank-Qualified) ****
(Fixed Rate of 3.00% to 12/1/23 / Max Floating Rate Thereafter)

Sources

Bond Proceeds	
Par Amount	8,330,000.00
	<hr/>
	8,330,000.00

Uses

Project Fund Deposits	
Purchase Price	8,192,250.00
Delivery Date Expenses	
Cost of Issuance	137,750.00
	<hr/>
	8,330,000.00

COST OF ISSUANCE

Dauphin County Industrial Development Authority
Guaranteed Lease Revenue Note, Series of 2013
(1100 South Cameron Street Project)

**** Maximum Debt Service (Tax-Exempt / Bank-Qualified) ****
(Fixed Rate of 3.00% to 12/1/23 / Max Floating Rate Thereafter)

Cost of Issuance	\$/1000	Amount
Solicitor and Note Counsel Fee	3.60144	30,000.00
Real Estate Counsel Fee	1.20048	10,000.00
Title Insurance and Recording	8.75446	72,924.68
Financial Advisory Fee	2.40096	20,000.00
Bank Counsel Fee	0.30012	2,500.00
Contingency	0.27915	2,325.32
	16.53661	137,750.00

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
 Guaranteed Lease Revenue Note, Series of 2013
 (1100 South Cameron Street Project)

**** Maximum Debt Service (Tax-Exempt / Bank-Qualified) ****
 (Fixed Rate of 3.00% to 12/1/23 / Max Floating Rate Thereafter)

Dated Date 12/17/2013
 Delivery Date 12/17/2013

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2014			113,843.33	113,843.33	
12/01/2014	310,000	3.000%	124,950.00	434,950.00	548,793.33
06/01/2015			120,300.00	120,300.00	
12/01/2015	319,000	3.000%	120,300.00	439,300.00	559,600.00
06/01/2016			115,515.00	115,515.00	
12/01/2016	329,000	3.000%	115,515.00	444,515.00	560,030.00
06/01/2017			110,580.00	110,580.00	
12/01/2017	339,000	3.000%	110,580.00	449,580.00	560,160.00
06/01/2018			105,495.00	105,495.00	
12/01/2018	349,000	3.000%	105,495.00	454,495.00	559,990.00
06/01/2019			100,260.00	100,260.00	
12/01/2019	359,000	3.000%	100,260.00	459,260.00	559,520.00
06/01/2020			94,875.00	94,875.00	
12/01/2020	370,000	3.000%	94,875.00	464,875.00	559,750.00
06/01/2021			89,325.00	89,325.00	
12/01/2021	381,000	3.000%	89,325.00	470,325.00	559,650.00
06/01/2022			83,610.00	83,610.00	
12/01/2022	393,000	3.000%	83,610.00	476,610.00	560,220.00
06/01/2023			77,715.00	77,715.00	
12/01/2023	405,000	3.000%	77,715.00	482,715.00	560,430.00
06/01/2024			115,818.00	115,818.00	
12/01/2024	417,000	4.850%	115,818.00	532,818.00	648,636.00
06/01/2025			105,705.75	105,705.75	
12/01/2025	429,000	4.850%	105,705.75	534,705.75	640,411.50
06/01/2026			95,302.50	95,302.50	
12/01/2026	442,000	4.850%	95,302.50	537,302.50	632,605.00
06/01/2027			84,584.00	84,584.00	
12/01/2027	455,000	4.850%	84,584.00	539,584.00	624,168.00
06/01/2028			73,550.25	73,550.25	
12/01/2028	469,000	4.850%	73,550.25	542,550.25	616,100.50
06/01/2029			62,177.00	62,177.00	
12/01/2029	483,000	4.850%	62,177.00	545,177.00	607,354.00
06/01/2030			50,464.25	50,464.25	
12/01/2030	497,000	4.850%	50,464.25	547,464.25	597,928.50
06/01/2031			38,412.00	38,412.00	
12/01/2031	512,000	4.850%	38,412.00	550,412.00	588,824.00
06/01/2032			25,996.00	25,996.00	
12/01/2032	528,000	4.850%	25,996.00	553,996.00	579,992.00
06/01/2033			13,192.00	13,192.00	
12/01/2033	544,000	4.850%	13,192.00	557,192.00	570,384.00
	8,330,000		3,364,546.83	11,694,546.83	11,694,546.83

BOND SUMMARY STATISTICS

Dauphin County Industrial Development Authority
 Guaranteed Lease Revenue Note, Series of 2013
 (1100 South Cameron Street Project)

**** Maximum Debt Service (Tax-Exempt / Bank-Qualified) ****
 (Fixed Rate of 3.00% to 12/1/23 / Max Floating Rate Thereafter)

Dated Date	12/17/2013
Delivery Date	12/17/2013
Last Maturity	12/01/2033
Arbitrage Yield	3.424682%
True Interest Cost (TIC)	3.424682%
Net Interest Cost (NIC)	3.532860%
All-In TIC	3.605065%
Average Coupon	3.532860%
Average Life (years)	11.433
Duration of Issue (years)	9.435
Par Amount	8,330,000.00
Bond Proceeds	8,330,000.00
Total Interest	3,364,546.83
Net Interest	3,364,546.83
Bond Years from Dated Date	95,235,777.78
Bond Years from Delivery Date	95,235,777.78
Total Debt Service	11,694,546.83
Maximum Annual Debt Service	648,636.00
Average Annual Debt Service	586,029.63
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
<hr/>	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Amortization	8,330,000.00	100.000	3.533%	11.433	7,648.92
	8,330,000.00			11.433	7,648.92

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,330,000.00	8,330,000.00	8,330,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-137,750.00	
- Other Amounts			
Target Value	8,330,000.00	8,192,250.00	8,330,000.00
Target Date	12/17/2013	12/17/2013	12/17/2013
Yield	3.424682%	3.605065%	3.424682%

Glickman, Stacey

From: Serhan, Gary
Sent: Wednesday, April 16, 2014 1 21 PM
To: Memmi, August
Cc: Haste, Jeff, Pries, Mike, Hartwick, George, Rebeck, Marie, Curcillo, Joseph, Saylor, Chad, Lighty, Fred, Yohe, Mike, Huntington, George, Udit, Charles, 'Mark Stewart', Glickman, Stacey
Subject: FW Debt Schedule
Attachments: DCIDA 2013 NOTE LEASE AGREEMENT (EXECUTED) 1100 S CAMERON STREET (L0539410) pdf, DCIDA 2013 NOTE FINAL NUMBERS TAX-EXEMPT (1100 CAMERON STREET) (L0539318) pdf

Skip,
This is what we need
Thank you
g

Gary A. Serhan, Chief Deputy Controller
Dauphin County Courthouse, Room 106
101 Market St.,
Harrisburg, PA 17101 - 2091
(717) 780-6579
gserhan@dauphinc.org
www.dauphinc.org

-----Original Message-----

From: Memmi, August
Sent: Wednesday, April 16, 2014 1:15 PM
To: Serhan, Gary
Cc: Haste, Jeff, Pries, Mike; Hartwick, George; Rebeck, Marie; Curcillo, Joseph; Saylor, Chad, Lighty, Fred; Yohe, Mike; Huntington, George, Udit, Charles; Mark Stewart (mstewart@eckertseamans.com)
Subject: FW: Debt Schedule

Gary
This is what we have
I hope this is helpful

August "Skip" Memmi
Director Dauphin County Department of Community and Economic Development
112 Market Street
7th Floor
Harrisburg Pa 17101
(717) 780-6250

EXHIBIT "A"

RENT SCHEDULE

YEAR

MONTHLY RENTAL

2014

\$ _____

2015

\$ _____

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated [Closing Date] (the "**Guaranty**"), among the **COUNTY OF DAUPHIN**, Pennsylvania (the "**County**"), a municipal corporation of the Commonwealth of Pennsylvania (the "**Commonwealth**"), as guarantor, the **DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (the "**Authority**"), a body corporate and politic existing under the laws of the Commonwealth, and **MID PENN BANK** (the "**Bank**"), a banking corporation chartered under the laws of the Commonwealth.

WITNESSETH:

WHEREAS, the County 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 Authority is a public instrumentality and a body politic and corporate organized and existing under the laws of the Commonwealth, having been duly organized by the County pursuant to the provisions of the Act of August 23, 1967, P.L. 251, of the Commonwealth of Pennsylvania, as amended and supplemented, known as the Economic Development Financing Law; and

WHEREAS, the Authority, desires to undertake a project, with the consent of the County, consisting of: (i) the acquisition of certain real property located at 1100 South Cameron Street in the City of Harrisburg, Dauphin County, Pennsylvania, consisting of a 2.542 acre tract of land and the improvements constructed thereon which currently consist of a modern two-story office building inclusive of 41,415 square feet of gross area and a surface parking lot for approximately 173 vehicles integral to the operations of the office building (the "**Facilities**"), for the purpose of owning and operating such property and improvements and leasing it to the County and various non-profit organizations, and (ii) paying certain costs and expenses in connection therewith (collectively, the "**Project**"); and

WHEREAS, the Authority has determined that the estimated costs and expenses of the Project is approximately \$8,360,000; and

WHEREAS, in order to finance the costs of the Project, the Authority has determined to issue its Guaranteed Lease Revenue Note, Series of 2013 (1100 South Cameron Street Project), in the maximum principal amount of \$8,360,000 (the "**Note**"), under and pursuant to a Loan Agreement, dated [Closing Date] (the "**Loan Agreement**"), between the Authority and the Bank; and

WHEREAS, the County and the Authority are entering into an Agreement of Lease (the "**Lease**") whereunder the Authority, as lessor, shall lease the Facilities to the County, as lessee, for use as offices by County agencies and various non-profit organizations which provide support services to residents of the County and whereunder the County agrees, *inter alia*, to operate and maintain the Facilities and to pay certain rentals to the Authority or its assigns; and

WHEREAS, the Authority's payment obligations under the Note and hereunder are secured by a pledge and assignment to the Bank of the Authority's right, title and interest in and to the Lease and all rentals and other sums payable thereunder (the "**Assignment**"); and

WHEREAS, the County, as an inducement to the Bank, and to any and all subsequent owners of the Note, to purchase the Note, and thereby to achieve interest cost and other savings, has determined to guarantee the payment of principal of and interest on the Note, when due, pursuant to this Guaranty, all as permitted by and in accordance with the terms and conditions of the Debt Act; and

WHEREAS, the parties hereto desire to set forth the terms and conditions under and pursuant to which the Note shall be guaranteed by the County and other related matters.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

Definitions

Section 1.01. Terms and Phrases. In addition to the terms and phrases which may be elsewhere defined in this Guaranty, terms and phrases defined in this Section 1.01, for all purposes of this Guaranty, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires:

“**Act**” shall mean the Pennsylvania Economic Development Financing Law, Act of August 23, 1967, P.L. 251, as amended [73 P.S. § 371 *et seq.*]

“**Board**” shall mean, at any given time, the governing body of the Authority.

“**Board of Commissioners**” shall mean the governing body of the County.

“**Debt Service**” shall mean, with respect to any Fiscal Year, the amounts required to pay principal of and interest on the Note (which is not to be paid from amounts on deposit and available in any sinking fund or redemption, retirement or similar fund or account) during such Fiscal Year.

“**Fiscal Year**” shall mean the fiscal year of the County as provided by laws of the Commonwealth.

“**Guaranty**” shall mean this agreement and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with the provisions hereof, which phrase sometimes is referred to in this document by use of such words as "hereto," "hereby," "herein," "hereof" or "hereunder."

“**Interest Payment Date**” shall mean, as to the Note, each June 1 and December 1, as applicable, commencing on June 1, 2014.

ARTICLE II

Representations and Warranties of the County

Section 2.01. Representations and Warranties. The County represents and warrants that: The County is a municipal corporation of the Commonwealth and is a “local government unit” under provisions of the Debt Act;

(a) The County possesses all requisite power and authority under laws of the Commonwealth to enter into and to perform all the covenants and agreements set forth in this Guaranty;

(b) The County has duly authorized all necessary action on its part to enter into this Guaranty, pursuant to proper and necessary official action of its Board of Commissioners in accordance with laws of the Commonwealth;

(c) The County, in entering into this Guaranty, is incurring lease rental debt pursuant to the terms and conditions of the Debt Act; and the County has taken all proper proceedings pursuant to the Debt Act and has obtained all approvals required to be obtained in connection with the execution and delivery of this Guaranty.

ARTICLE III

Covenants and Agreements of the Authority and the County

Section 3.01. Full and Prompt Payment. The County hereby guarantees, unconditionally and irrevocably, to the Bank for the benefit of registered owner or owners, from time to time, of the Note, the full and prompt payment of the Debt Service when and as such shall be due and payable, in accordance with the terms and conditions of this Guaranty. The Debt Service to be guaranteed by the County pursuant to this Guaranty shall not exceed the amounts set forth in Exhibit A, attached hereto and incorporated herein. Nothing contained in this Guaranty shall in any way be construed to imply that the County shall be or become liable or responsible for any other debt or obligation of the Authority.

Section 3.02. Costs, Fees, Expenses and Charges. Except as may be expressly provided herein or elsewhere, the County shall not be responsible or liable to the Authority or the Bank for the payment of any other costs, fees, expenses or charges arising in connection with the issuance and sale of the Note, or the enforcement of any rights of the Authority against any other person.

Section 3.03. Manner of Payment. All payments required to be made by the County under this Guaranty shall be made in lawful money of the United States of America at the designated office of the Bank and at the times specified in the Note for the payment of Debt Service on the Note.

Section 3.04. Separate Causes of Action. Each and every default in payment of Debt Service shall give rise to a separate cause of action under this Guaranty and separate suits may be instituted pursuant to this Guaranty, from time to time, as each cause of action shall arise.

Section 3.05. Amounts to be Included in Budget. The County covenants to and with the Bank, the Authority and the registered owners, from time to time, of the Note that the County shall (a) include the amounts payable in respect of this Guaranty for each Fiscal Year in which such sums are payable in its budget for that Fiscal Year, and (b) appropriate such amounts from its general revenues for payment to the Bank of its obligations hereunder, and (c) duly and punctually pay or cause to be paid from any of its revenues or funds to the Bank such amounts, payable in respect of this Guaranty, at the times and in the manner provided for herein, at the designated office of the Bank, according to the true intent and meaning hereof. For such budgeting, appropriation and payment, the County pledges its full faith, credit and taxing power. As provided in the Debt Act, this covenant shall be enforceable specifically against the County.

Section 3.06. Obligations of County Absolute and Unconditional. The obligations of the County under this Guaranty shall be absolute, irrevocable and unconditional, irrespective of any other agreement or instrument to which the County shall be a party, and shall remain in full force and effect until all Debt Service during each Fiscal Year in which the Note remains outstanding shall have been paid or shall have been provided for and such obligations of the County shall not be affected, modified, diminished or impaired upon the happening, from time to time, of any event, including, without limitation, any of the following (whether or not with notice to or the consent of the County in accordance with the provisions hereof) unless such notice or consent is required hereunder:

- (a) The failure of the Authority otherwise to perform any obligation contained in this Guaranty or in any other agreement, for any reason whatsoever, including, without limiting the generality of the foregoing, the occurrence of an insufficiency of funds, negligence or willful misconduct on the part of the Authority or its agents, employees or independent contractors, legal action of any nature which shall prohibit the operations of the Authority, labor disputes, war, insurrection, natural catastrophe or laws, rules or regulations of any body, governmental or otherwise, having proper jurisdiction;
- (b) The failure of the Authority or the Bank to give notice to the County of the occurrence of a default under terms and provisions of this Guaranty, the Loan Agreement or the Lease;
- (c) The validity, enforceability or termination of the Loan Agreement;
- (d) The neglect or failure of the Authority to exercise or to preserve any rights or rights of action against any party, person or property;
- (e) The failure of the Authority to have enforced, on prior appropriate occasions, any right or right of action against any party, person or property;
- (f) The compromise, settlement, release, alteration, indulgence or any other change or modification of any obligation or liability of the Authority under the Lease or the Loan Agreement, regardless of the nature of such obligation or liability and regardless of the extent to which such obligation or liability shall have been modified, compromised or otherwise changed;
- (g) The waiver of the payment, performance or observance by the Authority or the County of any obligations, covenants or agreements contained in the Lease or this Guaranty;
- (h) The extension of the time for payment of the Debt Service on the Note or any part thereof owing or payable under this Guaranty or of the time for performance of any other obligations, covenants or agreements under or arising out of the Lease or this Guaranty;
- (i) The waiver by the County, or the modification or amendment (whether material or otherwise) of any obligation, covenant or agreement of the Authority set forth in the Lease;
- (j) The taking of, or the omission to take, any action referred to in the Lease, the Loan Agreement or this Guaranty;
- (k) Any failure, omission or delay on the part of the Authority to enforce, to assert or to exercise any right, power or remedy conferred upon or vested in the Authority hereunder or under the Loan Agreement or the Lease, or to enforce, to assert or to exercise any other right, or rights on the part of the Authority or any owner, at any time or from time to time, of the Note;
- (l) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustments or other similar proceedings relating to the County or the Authority or any of the assets of either, or any allegation or contest of the validity of this Guaranty in any such proceeding;

(m) The release or discharge of the County, to the extent permitted by law, from performance or observance of any obligation, covenant or agreement contained in this Guaranty, by operation of law;

(n) The default or failure of the County fully to perform any of its obligations set forth in this Guaranty;

(o) Any failure by the Authority to comply with any of the covenants, agreements or undertakings set forth herein or in the Lease or the Loan Agreement or any breach by the Authority of any representation or warranty set forth herein or in the Lease or Loan Agreement; and

(p) The voluntary or involuntary repossession or surrender of the Facilities.

Section 3.07. Obligations of County Not Affected by Bankruptcy, Reorganization or Similar Arrangements and Proceedings. The obligations of the County hereunder shall not be affected by any bankruptcy, arrangement of creditors, reorganization or other similar proceedings of the Authority or the County; and, to the extent applicable, the County specifically waives any right or benefit which could accrue to it by reason of any such proceeding and agrees that the same shall not affect the liability of the County hereunder, regardless of the effect that such proceedings may have with respect to the obligations of the Authority.

Section 3.08. Obligations of County Not Subject to Setoff, Counterclaims, etc. The obligations of the County hereunder shall not be subject to any setoff, counterclaim or defense resulting from any breach or any alleged breach by the Authority of any obligation to the County, whether said obligation arises under this Guaranty, the Lease or from any other transaction between the Authority and the County, regardless of the nature of such transaction, or otherwise.

Section 3.09. Bank Authorized to Proceed. In the event of a default in payment of Debt Service on the Note when and as the same shall become due and payable, whether at the stated maturity thereof or by acceleration or by redemption, the Bank may proceed directly against the County without proceeding against or exhausting any other remedies which it may have against the Authority or its assets under the Loan Agreement.

The County agrees to pay all costs, fees and expenses, including, to the extent permitted by law, all court costs and reasonable attorney fees and expenses which may be incurred by the Bank in enforcing or attempting to enforce this Guaranty against it, following any default on the part of the County hereunder, whether the same shall be enforced by suit or otherwise.

Section 3.10. Waiver of Notice of Reliance. The County expressly waives notice, in writing or otherwise, from the Bank or any other registered owners, at any time or from time to time, of the Note of their acceptance and reliance upon this Guaranty.

Section 3.11. Enforcement by Third Parties. This Guaranty is entered into by the County for the benefit of the Bank and any other registered owners, from time to time, of the Note, all of whom shall be entitled to enforce performance and observance hereof by the County to the same extent as if they were parties signatory hereto, in accordance with the laws of the Commonwealth.

Section 3.12. Separate or Cumulative Enforcement. Terms of this Guaranty may be enforced as to any one or more breaches, either separately or cumulatively.

Section 3.13. Payment by County. In the event that the Authority shall determine that it shall have insufficient funds to pay the Debt Service on the Note, when due, the Authority shall immediately give written notice of such deficiency to the County, which notice shall specify the amount of the deficiency and shall instruct the County to make a deposit with the Bank of the specified amounts not later than the Interest Payment Date to which such payment applies.

Section 3.14. Discharge of Obligations. Anything contained in this Guaranty to the contrary notwithstanding, except as provided herein with respect to expenses incurred in connection with the enforcement hereof, the obligations of the County hereunder shall be satisfied in full and discharged when (a) the principal of and interest on the Note have been paid or provided for as specified in the Note, and (b) the Note shall have been discharged in accordance with its terms.

ARTICLE IV Miscellaneous

Section 4.01. Increased Obligations of County; Amendment. No amendment, change, modification, alteration or termination of the Note shall be effective which would in any way increase obligations of the County under this Guaranty, without obtaining the prior written consent of the County (such consent to be given by the County pursuant to an ordinance duly enacted by the Board of Commissioners).

Section 4.02. Time When Obligations Arise. Obligations of the County hereunder shall arise absolutely, irrevocably and unconditionally when the Note shall have been issued, sold and delivered by the Authority.

Section 4.03. Authority to Punctually Perform. The Authority covenants with the County that it will duly and punctually perform every covenant and agreement undertaken by the Authority under the Note and the Loan Agreement.

Section 4.04. Remedies of Bank. In the event of default by the County in the punctual discharge of its obligations hereunder, the Bank shall be entitled to exercise such remedies as are provided under the Debt Act, together with any other remedies which otherwise may be provided at law or in equity or by other statutes.

Section 4.05. Cumulative Remedies; Waiver. No remedy conferred upon or reserved to the Authority or the Bank hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised, from time to time, and as often as may be deemed expedient. In order to entitle the Authority and/or the Bank to exercise any remedy reserved in this Guaranty, it shall not be necessary to give any notice, other than such notice as herein expressly may be required. In the event any provision contained in this Guaranty should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification hereof shall be established by conduct, custom or course of dealing, but shall be established solely by an instrument, in writing, duly executed by the appropriate parties. Notwithstanding any other provision hereof to the contrary, no recourse shall be had for the payment of the principal of or interest on the Note, or for any claim based hereon or on the Ordinance of the County authorizing and approving the execution and delivery of this Guaranty, against any member, officer or employee, past, present or future, of the

County or of any successor body, as such, either directly or through the County or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of this Guaranty.

Section 4.06. Entire Agreement; Multiple Counterparts. This Guaranty constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and this Guaranty may be executed, simultaneously, in multiple counterparts, each of which counterparts, together, shall constitute but one and the same instrument.

Section 4.07. Severability. The provisions of this Guaranty shall be severable; and in the event of the invalidity or unenforceability of any one or more phrases, sentences, clauses, Articles, Sections or parts contained in this Guaranty, such invalidity or unenforceability shall not affect the validity or enforceability of remaining portions of this Guaranty or any remaining parts thereof.

Section 4.08. Amendment. This Guaranty may be amended and/or supplemented, from time to time, by a written document duly executed by the parties hereto; provided, however, that no amendment and/or supplement shall be made which shall diminish or discontinue the obligations of the County.

Section 4.09. Choice of Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound, pursuant to proper authorization of their respective governing bodies, each causes this Guaranty to be executed by its respective duly authorized officer or officers and to be attested by its respective duly authorized officer and its respective official or corporate seal to be affixed to this Guaranty, all as of the day and year first above written.

COUNTY OF DAUPHIN, Pennsylvania

Attest: _____
Chief Clerk

(SEAL)

By: _____
Chair, Board of Commissioners

By: _____
Member, Board of Commissioners

By: _____
Member, Board of Commissioners

DAUPHIN COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

Attest:

(Assistant) Secretary

(SEAL)

By: _____
(Vice) Chairman

MID PENN BANK, N.A.

By: _____
Authorized Officer

Date of Execution and Delivery: [Closing Date]

EXHIBIT C

MAXIMUM ANNUAL
DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
 Guaranteed Lease Revenue Note, Series of 2013
 (1100 South Cameron Street Project)

** Maximum Debt Service (Tax-Exempt / Bank-Qualified) **

Dated Date 12/15/2013
 Delivery Date 12/15/2013

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2014			186,962.11	186,962.11	
12/01/2014	310,000	4.850%	202,730.00	512,730.00	699,692.11
06/01/2015			195,212.50	195,212.50	
12/01/2015	320,000	4.850%	195,212.50	515,212.50	710,425.00
06/01/2016			187,452.50	187,452.50	
12/01/2016	330,000	4.850%	187,452.50	517,452.50	704,905.00
06/01/2017			179,450.00	179,450.00	
12/01/2017	340,000	4.850%	179,450.00	519,450.00	698,900.00
06/01/2018			171,205.00	171,205.00	
12/01/2018	350,000	4.850%	171,205.00	521,205.00	692,410.00
06/01/2019			162,717.50	162,717.50	
12/01/2019	361,000	4.850%	162,717.50	523,717.50	686,435.00
06/01/2020			153,963.25	153,963.25	
12/01/2020	371,000	4.850%	153,963.25	524,963.25	678,926.50
06/01/2021			144,966.50	144,966.50	
12/01/2021	383,000	4.850%	144,966.50	527,966.50	672,933.00
06/01/2022			135,678.75	135,678.75	
12/01/2022	394,000	4.850%	135,678.75	529,678.75	665,357.50
06/01/2023			126,124.25	126,124.25	
12/01/2023	406,000	4.850%	126,124.25	532,124.25	658,248.50
06/01/2024			116,278.75	116,278.75	
12/01/2024	418,000	4.850%	116,278.75	534,278.75	650,557.50
06/01/2025			106,142.25	106,142.25	
12/01/2025	431,000	4.850%	106,142.25	537,142.25	643,284.50
06/01/2026			95,690.50	95,690.50	
12/01/2026	444,000	4.850%	95,690.50	539,690.50	635,381.00
06/01/2027			84,923.50	84,923.50	
12/01/2027	457,000	4.850%	84,923.50	541,923.50	626,847.00
06/01/2028			73,841.25	73,841.25	
12/01/2028	471,000	4.850%	73,841.25	544,841.25	618,682.50
06/01/2029			62,419.50	62,419.50	
12/01/2029	485,000	4.850%	62,419.50	547,419.50	609,839.00
06/01/2030			50,658.25	50,658.25	
12/01/2030	499,000	4.850%	50,658.25	549,658.25	600,316.50
06/01/2031			38,557.50	38,557.50	
12/01/2031	514,000	4.850%	38,557.50	552,557.50	591,115.00
06/01/2032			26,093.00	26,093.00	
12/01/2032	530,000	4.850%	26,093.00	556,093.00	582,186.00
06/01/2033			13,240.50	13,240.50	
12/01/2033	546,000	4.850%	13,240.50	559,240.50	572,481.00
	8,360,000		4,638,922.61	12,998,922.61	12,998,922.61

BOND DEBT SERVICE

Dauphin County Industrial Development Authority
 Guaranteed Lease Revenue Note, Series of 2013
 (1100 South Cameron Street Project)
**** Maximum Debt Service (Taxable) ****

Dated Date 12/15/2013
 Delivery Date 12/15/2013

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2014			269,842.22	269,842.22	
12/01/2014	310,000	7.000%	292,600.00	602,600.00	872,442.22
06/01/2015			281,750.00	281,750.00	
12/01/2015	320,000	7.000%	281,750.00	601,750.00	883,500.00
06/01/2016			270,550.00	270,550.00	
12/01/2016	330,000	7.000%	270,550.00	600,550.00	871,100.00
06/01/2017			259,000.00	259,000.00	
12/01/2017	340,000	7.000%	259,000.00	599,000.00	858,000.00
06/01/2018			247,100.00	247,100.00	
12/01/2018	350,000	7.000%	247,100.00	597,100.00	844,200.00
06/01/2019			234,850.00	234,850.00	
12/01/2019	361,000	7.000%	234,850.00	595,850.00	830,700.00
06/01/2020			222,215.00	222,215.00	
12/01/2020	371,000	7.000%	222,215.00	593,215.00	815,430.00
06/01/2021			209,230.00	209,230.00	
12/01/2021	383,000	7.000%	209,230.00	592,230.00	801,460.00
06/01/2022			195,825.00	195,825.00	
12/01/2022	394,000	7.000%	195,825.00	589,825.00	785,650.00
06/01/2023			182,035.00	182,035.00	
12/01/2023	406,000	7.000%	182,035.00	588,035.00	770,070.00
06/01/2024			167,825.00	167,825.00	
12/01/2024	418,000	7.000%	167,825.00	585,825.00	753,650.00
06/01/2025			153,195.00	153,195.00	
12/01/2025	431,000	7.000%	153,195.00	584,195.00	737,390.00
06/01/2026			138,110.00	138,110.00	
12/01/2026	444,000	7.000%	138,110.00	582,110.00	720,220.00
06/01/2027			122,570.00	122,570.00	
12/01/2027	457,000	7.000%	122,570.00	579,570.00	702,140.00
06/01/2028			106,575.00	106,575.00	
12/01/2028	471,000	7.000%	106,575.00	577,575.00	684,150.00
06/01/2029			90,090.00	90,090.00	
12/01/2029	485,000	7.000%	90,090.00	575,090.00	665,180.00
06/01/2030			73,115.00	73,115.00	
12/01/2030	499,000	7.000%	73,115.00	572,115.00	645,230.00
06/01/2031			55,650.00	55,650.00	
12/01/2031	514,000	7.000%	55,650.00	569,650.00	625,300.00
06/01/2032			37,660.00	37,660.00	
12/01/2032	530,000	7.000%	37,660.00	567,660.00	605,320.00
06/01/2033			19,110.00	19,110.00	
12/01/2033	546,000	7.000%	19,110.00	565,110.00	584,220.00
	8,360,000		6,695,352.22	15,055,352.22	15,055,352.22

CERTIFICATE

I, the undersigned officer of the County of Dauphin, Pennsylvania (the "County"), hereby certify that: (a) attached to this Certificate is a true, correct and complete copy of an Ordinance (the "Ordinance") which was duly enacted at a meeting of the Board of Commissioners of the County on November 20, 2013, at which a quorum was present and acting throughout, and which was at all times open to the public; (b) the Ordinance was duly recorded in the County's Ordinance Book, and a summary of the Ordinance was published as required by law in a newspaper of general circulation in the County; (c) the County met the advance notice requirements of the Sunshine Act, 65 Pa. C.S. § 701 *et seq.*, as amended, by advertising the date of the meeting and posting a notice of the meeting at the public meeting place of the Board of Commissioners; (d) the total number of members of the Board of Commissioners is three; and (e) the vote upon the Ordinance was called and duly recorded upon the minutes and that the members voted in the following manner:

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Jeffrey T. Haste	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Michael H.W. Pries	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
George P. Hartwick, III	<u> X </u>	<u> </u>	<u> </u>	<u> </u>

WITNESS my hand and seal of the County this 20th day of November, 2013.



Chief Clerk

(SEAL)

**COUNTY OF DAUPHIN
COMMONWEALTH OF PENNSYLVANIA**

DEBT STATEMENT

TO: THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
COMMONWEALTH OF PENNSYLVANIA

RE: COUNTY OF DAUPHIN, PENNSYLVANIA

We, the undersigned, Chairman of the Board of Commissioners and Chief Clerk of the County of Dauphin, Pennsylvania (the "County"), make this Debt Statement, under oath or affirmation, in compliance with provisions of Section 8110 of the Local Government Unit Debt Act, 53 Pa. C.S. § 8001 *et seq.*, as amended and supplemented (the "Act"), as follows:

1. This Debt Statement is made as of November 1, 2013, such date being less than sixty (60) days before the filing thereof.

2. The existing gross indebtedness of the County after giving prospective effect to Section 8250(b) of the Act and the incurrence of the new debt is:

a.	Electoral Debt:		\$	-0-
b.	Nonelectoral Debt:		\$	143,466,500
	(i)	General Obligation Bonds, Series of 2013	\$	15,905,000 ¹
	(ii)	Bond Anticipation Note, Series of 2010	\$	34,746,500 ²
	(iii)	General Obligation Bonds, Series of 2010	\$	34,035,000 ³
	(iv)	General Obligation Bonds, Series of 2009	\$	19,860,000 ⁴
	(v)	General Obligation Bonds, Series of 2006	\$	16,035,000 ⁵
	(vi)	General Obligation Bonds, Series of 2005	\$	22,515,000 ⁶
	(vii)	General Obligation Bonds, Series of 2004	\$	370,000 ⁷

¹ Approved by the Department on April 8, 2013 (Approval No. GOB-13040802)

² Approved by the Department on November 29, 2010 (Approval No. BAN-124)

³ Approved by the Department on April 15, 2010 (Approval No. GOB-17432)

⁴ Approved by the Department on October 14, 2009 (Approval No. GOB-17210)

⁵ Approved by the Department on July 5, 2006 (Approval No. GOB-16325)

⁶ Approved by the Department on July 29, 2005 (Approval No. GOB-16008)

⁷ Approved by the Department on May 18, 2004 (Approval No. GOB-15534)

c.	Lease Rental Debt:	\$ 239,981,070.40
(i)	County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2013	\$ 8,360,000 ⁸
(ii)	County Guaranty of Lancaster County Solid Waste Management Authority Guaranteed Authority Bonds, Series B of 2013	\$ 24,000,000 ⁹
(iii)	County Guaranty of Pennsylvania Economic Development Financing Authority Parking Revenue Bonds, Series B of 2013	\$ 99,000,000 ¹⁰
(iv)	County Guaranty of Pennsylvania Economic Development Financing Authority Parking Revenue Bonds, Series C of 2013	\$ 71,000,000 ¹¹
(v)	County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2012	\$ 5,900,000 ¹²
(vi)	County Guaranty of Dauphin County General Authority's Guaranty, Series of 2011	\$ 10,921,583.61 ¹³
(vii)	County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2010	\$ 275,100 ¹⁴
(viii)	County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2010	\$ 1,345,833.05 ¹⁵

⁸ Lease rental debt for which this Debt Statement is a part of the Application for Approval by the Department, pursuant to the Act.

⁹ Approved by the Department on November 18, 2013 (Approval No. LRA-13111801).

¹⁰ Lease Rental Debt proceedings currently pending before the Department.

¹¹ Lease Rental Debt proceedings currently pending before the Department.

¹² Approved by the Department on December 4, 2012 (Approval No. LRA-12120405).

¹³ Approved by the Department on September 28, 2011 (Approval No. LRA-5158).

¹⁴ Approved by the Department on December 2, 2010 (Approval No. LRA-5055).

¹⁵ Approved by the Department on December 2, 2010 (Approval No. LRA-5054).

(ix)	County Guaranty of Dauphin County General Authority's Guaranty, Series of 2009	\$	5,315,000 ¹⁶
(x)	County Guaranty of Dauphin County Industrial development Authority's Guaranteed Lease Revenue Note, Series of 2007 (5929 Stevenson Avenue Project)	\$	633,750 ¹⁷
(xi)	County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2007	\$	290,500 ¹⁸
(xii)	County Guaranty of The Harrisburg Authority's University Revenue Bonds, Series of 2007 (The Harrisburg University of Science and Technology Project)	\$	10,500,000 ¹⁹
(xiii)	County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2006	\$	562,500 ²⁰
(xiv)	County Guaranty of Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2004	\$	61,803.74 ²¹
(xv)	County Guaranty of Dauphin County Economic Development Corporation's Guaranteed Parking Revenue Note, Series of 2004	\$	1,815,000 ²²
(xvi)	County Guaranty of The Harrisburg Authority's Resource Recovery Facility Revenue Bonds, Series D and E of 2003	\$	0.00 ²³

Total Debt

\$ 383,447,570.40

¹⁶ Approved by the Department on October 30, 2009 (Approval No. LRA-4938).

¹⁷ Approval by the Department on November 27, 2007 (Approval No. LRA-4692).

¹⁸ Approval by the Department on August 14, 2007 (Approval No. LRA-4658).

¹⁹ Approved by the Department on November 17, 2006 (Approval No. LRA-4570).

²⁰ Approved by the Department on March 24, 2006 (Approval No. LRA-4481).

²¹ Approved by the Department on November 3, 2004 (Approval No. LRA-4258).

²² Approved by the Department on March 5, 2004 (Approval No. LRA-4140).

²³ Approved by the Department on December 9, 2003 (Approval No. LRA-4096). This debt, totaling \$105,245,000, will be extinguished when the Lancaster County Solid Waste Management Authority acquires the Harrisburg Incinerator as part of the "Harrisburg Strong" Plan, as approved by Commonwealth Court.

3. The County claims, in this Debt Statement, credits and exclusions from or against the total gross indebtedness, as such is set forth in Paragraph 2, in determining the net debt of the County, as follows:

a.	Nonelectoral Debt:	\$	-0-
b.	Lease Rental Debt:	\$	170,000,000 ²⁴
	(i) County Guaranty of Pennsylvania Economic Development Financing Authority Parking Revenue Bonds, Series B of 2013	\$	99,000,000 ²⁵
	(ii) County Guaranty of Pennsylvania Economic Development Financing Authority Parking Revenue Bonds, Series C of 2013	\$	71,000,000 ²⁶
	Total Credits and Exclusions		<u>\$ 170,000,000</u>

4. The County reserves the right to claim additional credits and exclusions, including exclusions for subsidized or self-liquidating debt, in any future Debt Statement filed by the County in connection with any future debt incurred by the County.

5. The aggregate principal amount of the bonds or notes being issued as lease rental debt is \$8,360,000, and will be evidenced by the Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2013 (the "Note"), as set forth in paragraph 2(c)(i) of this Debt Statement.

6. The total debt of this County after taking into account the exclusions claimed as set forth in Paragraph 3 hereof, if any, and after issuance of the Note is \$213,447,570.40.

7. The borrowing base of the County as shown on the appended Borrowing Base Certificate attached hereto and made a part hereof is \$342,479,556.

8. The applicable net nonelectoral debt limit and net nonelectoral debt plus net lease rental debt limit, computed as provided in the Act, is:

Net nonelectoral debt limit -- $\$342,479,556 \times 300\% = \$1,027,438,669$

Net nonelectoral debt plus
net lease rental debt limit -- $\$342,479,556 \times 400\% = \$1,369,918,225$

²⁴ Approval No. E-3449, approved on December 9, 2003, will no longer be claimed. The County does not have any other outstanding exclusions previously approved by the Department. However, the County has filed exclusion proceedings relating to its \$99,000,000 and \$71,000,000 lease rental debt proceedings currently before the Department for review.

²⁵ Exclusion approval currently pending before the Department.

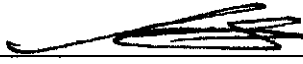
²⁶ Exclusion approval currently pending before the Department.

IN WITNESS WHEREOF, we, the Chairman of the Board of Commissioners and the Chief Clerk of the County of Dauphin, Pennsylvania, being duly authorized to prepare, verify and file this Debt Statement, hereunto set our hands this 20th day of November, 2013.

COUNTY OF DAUPHIN, PENNSYLVANIA



Chairman, Board of Commissioners




Chief Clerk


(SEAL)

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF DAUPHIN :

We, Jeffrey T. Haste and Laura E. Evans, Esquire, being duly sworn according to law, depose and say: that we are Chairman of the Board of Commissioners and Chief Clerk of the County of Dauphin, Pennsylvania; respectively; that we prepared and executed the foregoing Debt Statement; and that the facts contained in the foregoing Debt Statement are true and correct.

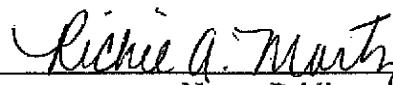


Chairman, Board of Commissioners



Chief Clerk

SWORN TO AND SUBSCRIBED
before me, a Notary Public,
this 20th day of November, 2013.



Notary Public

My Commission Expires:

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

RICHIE A. MARTZ, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires May 13, 2015

**COUNTY OF DAUPHIN
COMMONWEALTH OF PENNSYLVANIA**

BORROWING BASE CERTIFICATE

TO: THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
Commonwealth of Pennsylvania

RE: COUNTY OF DAUPHIN
Commonwealth of Pennsylvania

I, the undersigned, certify that:

1. I am the Chairman of the Board of Commissioners of the County of Dauphin, Commonwealth of Pennsylvania (the "County").

2. I am familiar with the provisions of the Local Government Unit Debt Act [53 Pa. C.S. § 8001 *et seq.*] (the "Act") of the Commonwealth of Pennsylvania.

3. In accordance with provisions of Section 8002(c)(3) of the Act, I certify that:

(a) All moneys received by the County from whatever source derived from each of the three fiscal years next preceding the date of this Certificate, were as follows:

FISCAL YEAR

<u>2010</u>	<u>2011</u>	<u>2012</u>
\$411,923,919	\$357,803,456	\$337,949,420

(b) The deductions or exceptions of the County from amounts set forth in Paragraph 3(a) for each of the three fiscal years next preceding the date of this Certificate were as follows:

<u>Deduction or Exception</u>	<u>FISCAL YEAR</u>		
	<u>2010</u>	<u>2011</u>	<u>2012</u>
Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (1) of the Act	\$ -0-	\$ -0-	\$ -0-
Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (2) of the Act	\$ 1,039,868	\$ 756,194	\$ 963,744
Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (3) of the Act	\$ -0-	\$ -0-	\$ -0-
Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (4) of the Act	\$ -0-	\$ -0-	\$ -0-
Required by 53 Pa. C.S. § 8002(c) "Total Revenues" (5) of the Act	<u>\$ 59,012,172</u>	<u>\$ 17,131,860</u>	<u>\$ 1,334,288</u>
Total Deductions or Exceptions	\$ 60,052,040	\$ 17,888,054	\$ 2,298,032

(c) "Total Revenues", as defined in the Act, for each of the three fiscal years next preceding the date of this Certificate were as follows:

<u>FISCAL YEAR</u>		
<u>2010</u>	<u>2011</u>	<u>2012</u>
\$351,871,879	\$339,915,402	\$335,651,388

the total of which is \$1,027,438,669; and

(d) The arithmetic average of such Total Revenues for the three fiscal years next preceding the date of this Certificate is \$342,479,556.

4. I have made due investigation of the matters set forth herein and in my opinion, the amounts set forth present fairly the "Total Revenues" and the Borrowing Base of the County.

IN WITNESS WHEREOF, I hereunto execute this Borrowing Base Certificate this 20th day of November, 2013.

COUNTY OF DAUPHIN
Commonwealth of Pennsylvania

A handwritten signature in black ink, appearing to be 'J. H.', written over a horizontal line.

Chairman, Board of Commissioners

**COUNTY OF DAUPHIN
COMMONWEALTH OF PENNSYLVANIA**

APPLICATION FOR APPROVAL

In the Matter of the Proposed
Incurrence of Indebtedness in
Accordance with the Provisions of the
Local Government Unit Debt Act

To: THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
HARRISBURG, PENNSYLVANIA

County of Dauphin,
Commonwealth of Pennsylvania
Lease Rental Debt in the
Aggregate Principal Amount
Not to Exceed \$8,360,000 relating to

Dauphin County Industrial Development Authority
Guaranteed Lease Revenue Note, Series of 2013
(1100 South Cameron Street Project)

The undersigned duly authorized officers of the County of Dauphin, Pennsylvania (the "County"), herewith make application pursuant to Section 8111 of the Local Government Unit Debt Act for approval of the incurring of the above-mentioned debt.

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, among other things, the incurrence of lease rental debt in connection with the Guaranty Agreement in the maximum principal amount of \$8,360,000 relating to the Dauphin County Industrial Development Authority's Guaranteed Lease Revenue Note, Series of 2013 (1100 South Cameron Street Project).
2. Proofs of Publication of said "Debt Authorizing Ordinance":
 - (a) Notice of Proposed Enactment; and
 - (b) Notice of Final Enactment.
3. Debt Statement, including Section 8110(b) Certificate.
4. Borrowing Base Certificate.
5. Filing Fee.

IN WITNESS WHEREOF, the County of Dauphin, Pennsylvania, has caused this Application for Approval to be signed in its name and on its behalf by the Chairman of the Board of Commissioners and its official seal to be affixed hereunto and attested by its Chief Clerk, all as of this 20th day of November, 2013.

ATTEST:

COUNTY OF DAUPHIN, PENNSYLVANIA



Chief Clerk



Chairman, Board of Commissioners

(SEAL)

Pennsylvania Department of Community and Economic
Development

Single Application for Assistance

On-line at: www.newPA.com

Commonwealth of Pennsylvania
www.state.pa.us

Department of Community and Economic Development
www.newPA.com

Application Number

--

PA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

Single Application for Assistance

I. PROFILES

Applicant/Sponsor			
Name:	DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	CEO:	MATTHEW STECK
CEO Title:	CHAIRMAN, BOARD OF DIRECTORS	Address:	112 MARKET STREET, 7TH FLOOR
City:	HARRISBURG	State:	PA
Zip:	17101	FEIN:	25-6185032
NAICS Code:	N/A	<input type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Non-Profit Corporation <input checked="" type="checkbox"/> Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship	
Contact Name:	AUGUST T. MEMMI, JR.	Title:	EXECUTIVE DIRECTOR
Phone:	(717) 780-6256	Fax:	(717) 257-1513
PA Revenue Tax Box #:			
E-mail:	amemmi@dauphinc.org	Internet Access:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Business Specifics	
Current # of Full-time Employees:	Pennsylvania <u> N/A </u> Worldwide <u> N/A </u>
Minority Owned:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Woman Owned:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> Limited Liability Corp <input type="checkbox"/> Limited Liability Partnership	
Total Sales \$	R&D Investment (% of budget)
Total Export Sales \$	Employee Trng. Investment (% of budget)

Company/Occupant			
Name:	COUNTY OF DAUPHIN	CEO:	JEFFREY T. HASTE
CEO Title:	CHAIRMAN, BOARD OF COMMISSIONER	Address:	2 SOUTH SECOND STREET
City:	HARRISBURG	State:	PA
Zip:	17101	FEIN:	23-6003043
NAICS Code:	921140	UC#:	22-19726M
Contact Name:	LAURA E. EVANS	Title:	CHIEF CLERK
Phone:	(717) 780-6300	Fax:	(717) 257-1604
E-mail:	levans@dauphinc.org	Internet Access:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Beneficial Owner/Developer			
Name:	DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	Address:	112 MARKET STREET, 7TH FLOOR
City:	HARRISBURG	State:	PA
Zip:	17101	FEIN:	25-6185032

II. PROJECT SITE LOCATION(S)

Site One: 1100 S. CAMERON STREET BUILDING			
Address:	1100 SOUTH CAMERON STREET	City:	HARRISBURG
State:	PA	Zip:	17104
County:	DAUPHIN	Municipality:	CITY OF HARRISBURG
PA House #:	103	PA Senate #:	15
US Congressional #:	11		
Current # of Full-Time Employees at this Site:	209		
# of Full-Time Jobs to be Created at this Site:	0		
<input type="checkbox"/> Enterprise Zone <input type="checkbox"/> Brownfield <input type="checkbox"/> Act 47 Distressed Community <input type="checkbox"/> Keystone Opportunity Zone <input type="checkbox"/> Prime Agricultural Area <input type="checkbox"/> Uses PA Port			

III. PROJECT INFORMATION

Have you contacted anyone at DCED/GAT about your project? yes no. If yes, indicate who.

Are you interested in a specific funding source? If so, indicate: _____
 NO

Project Name/Description (max. 60 characters) 1100 S. CAMERON STREET BUILDING

Is this project related to another previously submitted project? yes no
 If yes, indicate previous project name: _____

IV. TYPE OF ENTERPRISE (Check appropriate box or boxes)

<input type="checkbox"/> Advanced Technology	<input type="checkbox"/> Economic Dev. Provider	<input type="checkbox"/> Mining
<input type="checkbox"/> Agri-Processor	<input type="checkbox"/> Educational Facility	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Agri-Producer	<input type="checkbox"/> Emergency Responder	<input type="checkbox"/> Professional Services
<input type="checkbox"/> Authority	<input type="checkbox"/> Exempt Facility	<input type="checkbox"/> Recycling
<input type="checkbox"/> Biotechnology / Life Sciences	<input type="checkbox"/> Export Manufacturing	<input type="checkbox"/> Reg. & Nat. Headquarters
<input type="checkbox"/> Business Financial Services	<input type="checkbox"/> Export Service	<input type="checkbox"/> Research & Development
<input type="checkbox"/> Call Center	<input type="checkbox"/> Food Processing	<input type="checkbox"/> Retail
<input type="checkbox"/> Child Care Center	<input checked="" type="checkbox"/> Government	<input checked="" type="checkbox"/> Social Services Provider
<input type="checkbox"/> Commercial	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Tourism Promotion
<input type="checkbox"/> Community Dev. Provider	<input type="checkbox"/> Hospitality	<input type="checkbox"/> Warehouse & Terminal
<input type="checkbox"/> Computer & Clerical Operators	<input type="checkbox"/> Industrial	
<input type="checkbox"/> Defense Related	<input type="checkbox"/> Manufacturing	
Please fill in when "Other" is specified.		

V. INDICATE BUDGET CATEGORY OF FINANCIAL ASSISTANCE REQUESTED (Check all appropriate boxes)

<input checked="" type="checkbox"/> Acquisition	<input type="checkbox"/> Infrastructure / Site Prep	<input type="checkbox"/> Operating Costs/Working Capital
<input type="checkbox"/> General Construction	<input type="checkbox"/> Machinery and Equipment	<input checked="" type="checkbox"/> Related Costs
		<input type="checkbox"/> Other Costs

VI. HOW WILL THE ASSISTANCE BE USED? (Check all appropriate boxes)

<input type="checkbox"/> Community Development/Revitalization	<input type="checkbox"/> Environmental	<input type="checkbox"/> Recreation
<input checked="" type="checkbox"/> Community Services	<input type="checkbox"/> Export - Domestic Trade (out of PA)	<input type="checkbox"/> Tax Credits
<input type="checkbox"/> Crime Prevention	<input type="checkbox"/> Export - International Trade (out of USA)	<input type="checkbox"/> Technology Development
<input type="checkbox"/> Economic Development/Revitalization	<input type="checkbox"/> Housing	<input type="checkbox"/> Tourism Promotion
<input type="checkbox"/> Education	<input type="checkbox"/> Planning	

VII. PROJECT BUDGET

Include all sources of funds and project costs. (Include monies not financed with DCED funds.)

Sources	(1) DCED	(2)	(3)	(4)	Total
Type of Financial Assistance		DCIDA Obligation			
ACQUISITION					
Land		1,520,391			1,520,391
Buildings		6,754,609			6,754,609
Subtotal		8,275,000			8,275,000
GENERAL CONSTRUCTION					
New Construction					
Renovations					
Subtotal					
INFRASTRUCTURE/ SITE PREPARATION					
Roads & Streets					
Parking					
Water/Sewer					

PROJECT BUDGET (continued)

Sources	(1) DCED	(2)	(3)	(4)	Total
<i>Utilities</i>					
<i>Demolition</i>					
<i>Excavation/Grading</i>					
<i>Environmental Cleanup</i>					
Subtotal					
MACHINERY & EQUIPMENT					
<i>New Equipment Purchase</i>					
<i>Used Equipment Purchase</i>					
<i>Upgrade Existing</i>					
<i>Installation/Building Modification</i>					
<i>Vehicles</i>					
Subtotal					
OPERATING COSTS/ WORKING CAPITAL					
<i>Working Capital</i>					
<i>Salaries & Fringe Benefits</i>					
<i>Training & Technical Assistance</i>					
<i>Consumable Supplies</i>					
<i>Travel</i>					
<i>Promotion/Public Relations/Advertising</i>					
<i>Office Equipment</i>					
<i>Space Costs</i>					
<i>Audit</i>					
<i>Indirect Costs</i>					
Subtotal					

PROJECT BUDGET (continued)

Sources	(1) DCED	(2)	(3)	(4)	Total
RELATED COSTS					
<i>Professional Services/Consultants</i>		20,000			20,000
<i>Engineering</i>					
<i>Inspections</i>					
<i>Fees</i>					
<i>Insurance</i>					
<i>Environmental Assessment</i>					
<i>Legal Costs</i>		42,500			42,500
<i>Closing Costs</i>		20,000			20,000
<i>Contingencies</i>		2,500			2,500
Subtotal		85,000			85,000
OTHER					
<i>Other</i>					
Subtotal					
TOTAL		8,360,000			8,360,000

VIII. BASIS OF COSTS (Check appropriate item)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Appraisals | <input type="checkbox"/> Engineer Estimates |
| <input type="checkbox"/> Bids/Quotations | <input checked="" type="checkbox"/> Sales Agreements |
| <input type="checkbox"/> Contractor Estimates | <input type="checkbox"/> Budget Justification |

IX. PROJECT NARRATIVE

Attach a comprehensive description of this project. The narrative must specifically address each cost item identified in the project budget. In general, the narrative must include:

- A. Specific Problems to be Addressed or Improvement to be Financed
- B. Project Description
- C. Project Schedule, Key Milestones and Dates
- D. Documentation to Support Budget Costs

If applicable, include:

- E. Certifications or Assurances
- F. Planning/Zoning Letter

X. CERTIFICATION

I hereby certify that all information contained in this document and attachments are true and correct to the best of my knowledge. If I knowingly make a false statement or overvalue a security to obtain a grant and/or loan from DCED, I (company, entity and signer) may be subject to criminal prosecution.

Date: _____

Signature: _____

Print Name: AUGUST T. MEMMI, JR. Title: EXECUTIVE DIRECTOR

Representing: DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Address: 112 MARKET STREET, 7TH FLOOR, HARRISBURG, PA 17101

If this application is being submitted on behalf of another entity, a certification is also required for that entity.

Signature:  _____

Print Name: Jeffrey T. Haste Title: Chairman, Board of Commissioners

Corporate Submissions Only:

Attested by: _____ (Signature of Corporate Secretary)

"I understand that in order to facilitate the submission of additional applications for this project on the Internet, information from this application (limited to the profile, project summary and site employment/ projected jobs data) will be available to DCED Authorized Service Providers on the DCED Single Application web site, unless I have checked here ____."

The Department of Community and Economic Development reserves the right to accept or reject any or all applications submitted on the Single Application for Assistance contingent upon available funding sources and respective applicant eligibility.

PROJECT NARRATIVE

The Dauphin County Industrial Development Authority (the "Authority"), with the consent and approval of the County of Dauphin, Pennsylvania (the "County"), desires to undertake a project consisting of financing the acquisition of certain property located at 1100 South Cameron Street within the City of Harrisburg, Dauphin County, Pennsylvania, consisting of a 2.542 acre tract of land and the improvements constructed thereon which currently consist of a modern two-story office building inclusive of 41,415 square feet of gross area and a surface parking lot for approximately 173 vehicles integral to the operations of the office building (the "Office Building", for the purpose of owning and operating such property and improvements and leasing it to the County pursuant to a Lease Agreement (the "Lease"), between the County and the Authority, for use by the County and two 501(c)(3) tax-exempt non-profit organizations which provide social services to residents of the County (the "Project").

The County currently leases the entire Office Building from 1100 Associates, a Pennsylvania general partnership, for use by the Dauphin County Department of Drugs and Alcohol and subleases additional space to CMU, Inc. and Northwestern Human Services Inc. The Authority and the County expect to achieve cost savings to the County through the acquisition of the Office Building.

The Dauphin County Department of Drugs and Alcohol, provides for programming to reduce substance abuse and dependency through prevention, intervention, rehabilitation and treatment. CMU, Inc., non-profit corporation and a 501(c)(3) organization that is a component part of County government. The CMU provides comprehensive case management services for residents of the County who need mental health, intellectual disability or early intervention services. Northwestern Human Services, Inc., is a non-profit corporation and a 501(c)(3) organization that offers a full range of integrated services in the areas of mental health, addictive diseases, autism, education, intellectual/developmental disabilities, juvenile justice, therapeutic family care and other specialized services.

In order to finance the Project, the Authority desires to issue its Guaranteed Lease Revenue Note, Series of 2013 (1100 South Cameron Street Project), in a maximum principal amount not to exceed \$8,360,000 (the "Note"). The Note will be secured by an assignment of the Lease and a guaranty of the County.

Projected Schedule:

December 17, 2013 - Closing on the financing through the Authority
December 17, 2013 - Acquire the real property

IDA APPLICATION APPENDIX

Type of Bond Financing

<u>Issuer:</u>	<u>Bond Type:</u>	<u>Tax-Exempt Category:</u>
<input type="checkbox"/> PEDFA (Pool)	<input checked="" type="checkbox"/> Tax-Exempt	<input type="checkbox"/> Manufacturing
<input type="checkbox"/> PEDFA (Stand-Alone)	<input type="checkbox"/> Taxable	<input type="checkbox"/> Exempt Facility
<input checked="" type="checkbox"/> IDA		<input checked="" type="checkbox"/> Non-Profit
		<input type="checkbox"/> Housing
		<input type="checkbox"/> Refunding
		<input type="checkbox"/> Farmer Loan
		<input type="checkbox"/> Other

SIC Codes

Beneficial Owner/Developer SIC and/or NAICS Code 926110

Company/Occupant SIC and/or NAICS Code 622210

Site Description

If the project involves more than one site, or more than one facility on the site, please provide the following details for each site and for each facility.

If the project involves a new site:

Land (acquisition)	acres	_____
Facility (acquisition)	sq. ft.	_____
Facility (expansion)	sq. ft.	_____
Facility (renovation)	sq. ft.	_____
Facility (construction)	sq. ft.	_____

If the project involves an existing site:

Land (existing)	acres	<u>2,542</u>
Facility (existing)	sq. ft.	<u>41,415</u>
Facility (expansion)	sq. ft.	_____
Facility (renovation)	sq. ft.	_____
Facility (construction)	sq. ft.	_____

Relocation

Is the Beneficial Owner/Developer or Company/Occupant moving from another site? Yes No
 If yes, please complete the following. (Refer to program guidelines.)

Former site N/A

Reason for move N/A

Miles from project site (if move is within PA) N/A

Other Tenants

Please complete the following summary for each tenant (other than the Company/Occupant) located on the project premises. If there are no other tenants, please indicate this below.

<u>Tenant Name</u>	<u>Business Activity</u>	<u>SIC Code</u>	<u>Sq. Ft. Leased</u>
CMU, Inc.	Mental Health	923120	32,647
Northwestern Human Services, Inc.	Mental Health	923120	1,928

Beneficial Owner/Developer and Company/Occupant Organization Description

Ownership Structure

List the type of organization (sole proprietorship, corporation, general or limited partnership, non-profit) for both the Beneficial Owner/Developer and the Company/Occupant, as well as the year that each was formed. If applicable, list the Corporation Tax Box Number and the Sales & Use Tax License Number for each organization.

	<u>Type of Organization</u>	<u>Year Formed</u>	<u>Corporation Tax Box #</u>	<u>Sales/Use Tax License #</u>
Benef. Owner:	DAUPHIN COUNTY IDA	1967	FEIN 25-6185032	N/A
Co/Occupant:	N/A			

Ownership

List all principal owners, controlling stockholder or partners of both the Beneficial Owner/Developer and the Company/Occupant. Include the percentage of ownership of each, as well as their Social Security Number (if individual) or FEIN (if company). If the Beneficial Owner/Developer and/or the Company/Occupant is owned by one or more companies, list the owners of each company and their percentage of ownership. If the Beneficial Owner/Developer and/or Company/Occupant is publicly held with no controlling stockholders, please indicate this below.

<u>Company Name</u>	<u>Principal Owners</u>	<u>FEIN or Social Security #</u>	<u>Percentage of Ownership</u>
NONE			

Affiliated Organizations

List all companies with which the Beneficial Owner/Developer and/or the Company/Occupant are affiliated. For each affiliate, list the nature of the affiliation and the affiliate's location.

<u>Company Name</u>	<u>Affiliation</u>	<u>Location</u>
COUNTY OF DAUPHIN	INCORPORATING MUNICIPALITY	HARRISBURG, PA

TAX-EXEMPT ELIGIBILITY
(For Tax-Exempt Projects Only)

Please complete this section if you wish to be considered for tax-exempt financing.

1. Restricted uses of Tax-Exempt Loan

- 1) No portion of the loan may be used to finance the following:
- Airplane
 - Beer or liquor store
 - Country club
 - Gambling facility
 - Golf course
 - Health club facility
 - Hot tub facility
 - Massage parlor
 - Racetrack
 - Racquet sports facility
 - Skating facility
 - Sky box or other private luxury box
 - Suntan facility
 - Tennis club
- 2) For manufacturing projects, no more than **25%** of the loan can be used to construct or acquire facilities whose primary purpose is:
- Retail service of food and beverage
 - Automobile sales or service
 - Recreation or entertainment
- 3) For manufacturing projects, use of the loan for the following facilities is partially restricted:
- Residential facilities
 - Farm land, buildings, or equipment
 - Condominium facilities such as a single building,
 - enclosed shopping mall, strip offices, stores, or
 - warehouses using substantial common facilities.

Is the loan intended to be applied to any of the above uses? NO

If yes, please explain on a separate attachment.

2. Refunding

Is this financing a refunding of outstanding tax-exempt debt? NO

If yes, please attach a copy of IRS form 8038 filed in respect of debt to be refunded.

TAX-EXEMPT ELIGIBILITY
(For Tax-Exempt Projects Only)

3. Capital expenditure restrictions (Applicable to manufacturing projects only) **N/A**

If an individual, corporation, or partnership (or any related entity) receives over \$1,000,000 in tax-exempt financing (including the current financing and any outstanding tax-exempt financing for a facility within the same jurisdiction as the proposed financing), federal tax law places the following restrictions on the Beneficial Owner/Developer and Company/ Occupant:

The total of the following with respect to the Beneficial Owner/Developer and Company/Occupant (and any related entity) cannot exceed \$10,000,000:

- a) Tax-exempt financing for projects (including this project) or other facilities located in the same city, township, or incorporated municipality; and
- b) Capital expenditures on projects (including this project) or other facilities located in the same city, township, or incorporated municipality, during the six-year period beginning three years prior to funding of this project.

Capital expenditures or bond financing of related persons count toward the \$10,000,000 limit. "Related persons" include any entity related by more than 50% overlapping ownership, including ownership through family relatives.

Please list below all capital expenditures paid, incurred, or expected to be paid by the Beneficial Owner/Developer and Company/Occupant, in the six year period beginning three years before the anticipated commencement of this project, for projects or facilities located in the same city, township, or incorporated municipality.

Capital expenditures may include:

Land/Building	Architects, Engineers	Purchase of corporate stock
Construction	Intangibles	Capitalized credit support costs
Equipment	Tenant improvements	Capitalized property taxes
Capitalized interest	Covenants not to compete	Research and development
Legal fees	Capitalized overhead	Equipment to be moved to facility

<u>Calendar Year</u>	<u>Expenditures incurred or to be incurred for this project facility</u>	<u>Expenditures to be incurred at other facilities in the same jurisdiction</u>
-3	_____	_____
-2	_____	_____
-1	_____	_____
Current Project	_____	_____
+1	_____	_____
+2	_____	_____
+3	_____	_____
Totals:	N/A	N/A

TAX-EXEMPT ELIGIBILITY
(For Tax-Exempt Projects Only)

4. Outstanding tax-exempt financing

- Manufacturing:** The Beneficial Owner/Developer and Company/Occupant (and any entity related to either) cannot have outstanding tax-exempt financing anywhere in the United States or its territories or possessions in excess of \$40 million, including the current financing.
- Non-Profit:** The non-profit entity and all related persons cannot have outstanding non-hospital tax-exempt financing in excess of \$150 million, including the current financing.

Does the Beneficial Owner/Developer and Company/Occupant have any outstanding tax-exempt financed facilities in the United States which fall into the following categories:

(Check Answer)

- | | | |
|--|---|--|
| Current project. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Other facilities owned by the Beneficial Owner/Developer or Company/Occupant and which were financed with tax-exempt bonds. | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| Facilities owned by an entity in which the Beneficial Owner/Developer, Company/Occupant, or a related entity of either owns more than 50% of the entity. | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| Facilities leased or occupied by the Beneficial Owner/Developer or Company/Occupant or which were financed with tax-exempt bonds. | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |

If you answered yes to any of the above questions please list below the outstanding amount of tax-exempt debt and the location of the facility.

<u>Outstanding amount of tax-exempt financing</u>	<u>Munic., county and state where financed facility is located</u>	<u>Percent of facility owned/occupied</u>
See Attached Debt Statement for the Dauphin County, Pennsylvania	Dauphin County, Pennsylvania	

TAX-EXEMPT ELIGIBILITY
(For Tax-Exempt Projects Only)

5. Facility Use Breakdown (Applicable to manufacturing projects only) N/A

For manufacturing projects, up to, but no more than 25% of the tax-exempt proceeds may be used to finance office, research and development, and warehousing space or equipment, provided they are directly related to the manufacturing facility and are located on the same premises. *Please complete the following table which breaks down the usage of the facility to be financed.*

<u>Activity</u>	<u>Floor space to be</u>	
	<u>financed by bonds</u>	<u>Percentage</u>
Office space	_____	_____
Research & Development	_____	_____
Storage of raw materials	_____	_____
Storage of finished products	_____	_____
Manufacturing	_____	_____
Retail	_____	_____
Other industrial	_____	_____
Other commercial	_____	_____
Vacant	_____	_____
TOTAL	_____	_____

6. Acquisition of existing facility (For manufacturing and exempt facility projects)

Will any part of the proposed loan be used to acquire an existing building? N/A

If yes, the Beneficial Owner/Developer or Company/Occupant must make qualifying rehabilitation expenditures (on the building and any existing equipment contained within it) at least equal to 15% of the amount of the loan spent on the acquisition. Enlargements to the building do not count toward this 15% of rehabilitation expenditures. The 15% of rehabilitation expenditures can be financed through the loan or through other sources, but must be made within two years of the date of the acquisition or the date of issuance of the tax-exempt bonds, whichever is later.

Describe the proposed rehabilitation expenditures.

<u>Expenditure source</u>	<u>Amount</u>	<u>Financing</u>
N/A	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IDA EXHIBITS

1. Applicant Resolution

All applications must include a resolution duly adopted by the Applicant's (IDA) governing board. This resolution should identify the Beneficial Owner/Developer (borrower) and the loan amount, and briefly describe the scope of the project.

2. Financial Letter of Intent

All applications must include a "Letter of Intent" from a financial institution. This letter may be provided by: the letter of credit bank; the underwriter; the bond purchaser; or other guarantor.

3. Contact List

Please attach a list with the mailing address, contact name, telephone and fax number for the following entities: Beneficial Owner/Developer's counsel; letter of credit bank; underwriter; and bond counsel.

4. Preliminary Bond Counsel Opinion

Tax-exempt applications, for amounts of \$400,000 or greater, must include a preliminary opinion from a qualified bond counsel that the project appears to qualify for tax-exempt financing under federal law. The opinion should specify the federal tax-exempt category for which the project qualifies. The bond counsel firm that provides this letter should be listed in The Bond Buyer's Municipal Marketplace (known as the "Red Book").

5. TEFRA Information

Tax-exempt applications must include a proof of publication of the TEFRA public hearing notice and the necessary elected official approval for each project site. The minutes from the TEFRA hearing must be attached in any of the following circumstances: 1) if the TEFRA hearing was attended by any member of the general public, other than persons representing the Beneficial Owner/Developer, Company/Occupant, or IDA; 2) if the project is located primarily outside of the IDA's county; 3) if the project falls under the exempt facility category; or 4) if the project involves a multi-family housing facility.

6. Applicant Fees

To be completed by the IDA: please list all Applicant (IDA) fees to be charged to the Beneficial Owner/Developer's for the IDA project:

	<u>Amount</u>	<u>Formula (if applicable)</u>
<i>One-Time Fee</i>	None	None
<i>Annual Fee</i>	None	None

**TAX-EXEMPT ELIGIBILITY
RESTRICTED USES OF TAX-EXEMPT LOAN**

N/A

EXHIBIT 1

APPLICANT RESOLUTION
(DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY)

EXHIBIT 2

FINANCIAL LETTER OF INTENT (MID PENN BANK)



Dauphin County Industrial Development Authority

Request for Bank Proposal Response

Submitted by: Karen A. Maydick, Vice President

10/30/2013

RFP dated October 17, 2013 for Dauphin County Industrial Development Authority, Dauphin County, Pennsylvania Term Loan in the aggregate amount not-to-exceed \$8,600,000.



October 30, 2013

Susquehanna Group Advisors
Attention: Jay Wenger
830 Sir Thomas Court, Suite 150
Harrisburg, Pennsylvania 17109

Re: RFP dated October 17, 2013 for Dauphin County Industrial Development Authority

Dear Mr. Wenger,

Mid Penn Bank (the "Bank") hereby submits a summary of terms to Dauphin County Industrial Development Authority (the "Authority") to finance the acquisition of a professional office building located at 1100 South Cameron Street, Harrisburg, PA (the "Facility") upon the following terms and conditions. This summary of terms is subject to final approval by the Bank on November 27, 2013.

1. The obligation will be evidenced by a Guaranteed Revenue Note (the "Note") in form and substance satisfactory to the Bank and consistent with the terms hereof.
2. The Note shall be in the maximum principal amount of Eight Million Six Hundred Thousand Dollars (\$8,600,000). The proceeds of the Note shall be advanced in full at settlement and will fully amortize over a 20-year period.
3. The principal amount of the Note shall be payable annually on December 1 of each year beginning December 1, 2014 and ending December 1, 2033, and will be structured to achieve level annual debt service.
4. Interest shall be calculated on the outstanding principal balance of this Note on the basis of a 360 day year comprised of twelve (12) 30-day months and will be payable semiannually on June 1 and December 1 of each year, beginning June 1, 2014.

NOT A COMMITMENT TO LEND

Interest Rate Options:

- a. Variable Rate of Interest- (Bank Qualified, Tax Exempt) (20 year term, 5 year fixed rate, Variable Rate Thereafter)

Initial Interest Rate: The initial interest rate on the Note shall be 2.65% for a period of five years.

Interest Rate Reset: After the initial interest rate period, the rate shall be reset at a floating rate equal to 70% of the Wall Street Journal Prime (or its equivalent) (herein "Prime"), with a maximum rate of 4.85%

OR:

- b. Variable Rate of Interest- (Bank Qualified, Tax Exempt) (20 year term, 10 year fixed rate, Variable Rate Thereafter)

Initial Interest Rate: The initial interest rate on the Note shall be 3.00% for a period of ten years.

Interest Rate Reset: After the initial interest rate period, the rate shall be reset at a floating rate equal to 70% of the Wall Street Journal Prime (or its equivalent) (herein "Prime"), with a maximum rate of 4.85%.

5. The principal of this Note may be prepaid by the Authority, in whole or, from time to time, in part, at any time without penalty.
6. Security:
- a. The Note shall be secured by a pledge of the Authority's lease revenues derived from or in connection with the Facility.
 - b. The Note shall be secured by a Guaranty Agreement (the "Guaranty Agreement"), with Dauphin County (the "County"), Pennsylvania, pledging its full faith, credit, and taxing power for the full and prompt payment of the principal and interest of the Note.
7. Funds will be advanced, and the Note shall be secured, by the terms of a Loan Agreement (the "Loan Agreement"), between the Authority and the Bank, in form and substance satisfactory to the Bank, and shall constitute a Security Agreement with respect to the security required under Paragraph 6 hereof.

NOT A COMMITMENT TO LEND

8. As further condition of closing, the Authority shall deliver to the Bank the following:
- a. The executed Note;
 - b. An executed counterpart of the Loan Agreement;
 - c. An executed counterpart of the Guaranty Agreement together with related debt proceedings of the County filed with, and approved by, the Commonwealth of Pennsylvania, Department of Community and Economic Development;
 - d. A Resolution of the Authority authorizing the Note, the Loan Agreement, the Guaranty Agreement, and such other matters as may be determined to be necessary or appropriate by the Solicitor or Bond Counsel of the Authority;
 - e. An Opinion of Bond Counsel, to the effect that: (1) under the laws of the Commonwealth of Pennsylvania as presently enacted and construed, the Note is exempt from personal property taxes within the Commonwealth of Pennsylvania and the interest on the Note is exempt from the Commonwealth of Pennsylvania Personal Income Tax and the Commonwealth of Pennsylvania Corporate Net Income Tax; (2) the Note is not presently an "arbitrage bond or note" as described in Section 103(b)(2) of the Internal Revenue Code of 1986, as amended (the "Code"); (3) the Note is a "qualified tax-exempt obligation" for purposes and effect contemplated by Section 265 of the Code (relating to expenses and interest relating to tax-exempt income of certain financial institutions); (4) under present statutes, regulations, and judicial decisions, interest on the Note is excluded from gross income for purposes of federal income taxation and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; (5) the Note is a valid and binding guaranteed revenue obligation of the Authority, enforceable in accordance with the terms thereof, of the Loan Agreement and of the Guaranty Agreement; and (6) the Guaranty Agreement is enforceable in accordance with its terms with respect to the County; and
 - f. Certificate of appropriate officers of the Authority and its Counsel to the effect that no litigation of any nature is pending or threatened: (1) seeking to restrain or enjoin or restraining or enjoining: (a) the execution by the Authority of the Loan Agreement or the Guaranty Agreement; or (b) issuance of the Note; or (2) otherwise affecting the ability of the Authority to carry out terms of the Loan Agreement or the Guaranty Agreement; or (3) in any manner affecting or questioning actions or powers of the Authority to issue the Note; or (4) affecting, directly or indirectly, or questioning: (a) the validity of the Note; or (b) the title of any officers and members of the Authority; or (c) the organization or existence of the Authority; or (5) adversely affecting the ability of the Authority to undertake and to complete the project to be financed with proceeds of the Note.

NOT A COMMITMENT TO LEND

9. During the term of the Note, the Authority will agree to maintain its corporate existence and to execute all instruments necessary from time to time to protect the interests of the Bank under the Loan Agreement and to provide such financial and operational information as the Bank shall request from time to time.

10. The Authority shall comply with the following financial covenants:

- a. Rate Covenant of 1.0;
- b. Annual submission of Audited financial statements of the Authority prepared by an accounting firm acceptable to the Bank within 180 days of fiscal year end.
- c. Annual submission of Audited financial statements of the County prepared by an accounting firm acceptable to the Bank within 180 days of fiscal year end.

11. Drafts of all of the foregoing instruments, documents, opinions, and agreements and any further items required by any of them shall be prepared by the Authority's Bond Counsel and Solicitor and provided to the Bank not less than ten (10) days prior to any scheduled closing date. The Authority shall pay all Attorney's fees and expenses of Bond Counsel and its Solicitor and applicable filing fees. The Authority shall pay for all Bank closing fees, including a Bank Counsel fee of \$2,500.

12. If an **Event of Taxability** (hereinafter described below) shall occur, the annual rate of interest shall be modified to equal the corresponding Taxable Rate of the option chosen as listed below to the date of determination or issuance, as applicable;

- a. Variable Rate of Interest- (Taxable) (20 year term, 5 year fixed rate, Variable Rate Thereafter)

Initial Interest Rate: The initial interest rate on the Note shall be 3.71% for a period of approximately five years.

Interest Rate Reset: After the initial interest rate period, the rate shall be reset at a floating rate equal to the Wall Street Journal Prime (or its equivalent) (herein "Prime"), with a maximum rate of 7.00%.

OR

NOT A COMMITMENT TO LEND

- b. Variable Rate of Interest- (Taxable) (20 year term, 10 year fixed rate, Variable Rate Thereafter)

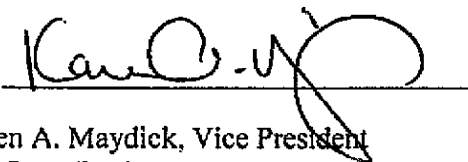
Initial Interest Rate: The initial interest rate on the Note shall be 4.24% for a period of approximately ten years.

Interest Rate Reset: After the initial interest rate period, the rate shall be reset at a floating rate equal to Wall Street Journal Prime (or its equivalent) (herein "Prime"), with a maximum rate of 7.00%

Thank you for the opportunity to submit our proposal. Naturally, should you have any questions or concerns, please do not hesitate to contact the undersigned.

Sincerely,

MID PENN BANK
349 Union Street
Millersburg, Pennsylvania 17061

By: 

Karen A. Maydick, Vice President
Mid Penn Bank
2010 Market Street
Camp Hill, PA 17011
(717) 920-9071
karen.maydick@midpennbank.com

NOT A COMMITMENT TO LEND

For the purposes of this Note, an "Event of Taxability" shall mean:

(i) the receipt by the Bank of notice of the enactment of legislation or the adoption of final regulations or a final decision, ruling or technical advice by any federal judicial or administrative authority which, in the opinion of nationally recognized bond counsel, has the effect of requiring all or a portion of the interest on this Note to be included in the gross income of the Bank for federal income tax purposes, or that the Note is no longer a qualified tax exempt obligation under Section 265 of the Code or (ii) the receipt by the Bank of an opinion of nationally recognized bond counsel furnished by the Authority to the effect that all or a portion of the interest on this Note is to be included in the gross income of the Bank for federal income tax purposes or that the Note is no longer a qualified tax exempt obligation under Section 265 of the Code; provided that, no decision by any court or decision, ruling or technical advice by any administrative authority shall be considered final (a) unless the Bank, if involved in the proceeding or action giving rise to such decision, ruling or technical advice, (1) gives the Authority prompt notice of the commencement thereof and (2) offers the Authority the opportunity to control the contest thereof, provided the Authority shall have agreed to bear all expenses in connection therewith and to indemnify the Bank against all liabilities in connection therewith, and (b) until the expiration of all periods for judicial review or appeal. The Bank may, but shall have no obligation to, appeal any assertion or decision that any interest on this Note is taxable.

Upon the occurrence of an "Event of Taxability," an amount equal to all interest and penalties payable by the Bank by reason of having excluded any such interest from its taxable income having taken any deduction related to the designation of the Note as a qualified tax exempt obligation, shall be due and payable by the Authority within ten (10) days after notice of the same to the Authority by the Bank, together with interest thereon at the Taxable Rate to accrue from the expiration date of such ten-day period.

NOT A COMMITMENT TO LEND

EXHIBIT 3
CONTACT LIST

\$8,360,000
DAUPHIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
GUARANTEED LEASE REVENUE NOTE, SERIES OF 2013
(1100 SOUTH CAMERON STREET PROJECT)

FINANCING DISTRIBUTION LIST

ISSUER

Dauphin County Industrial Development Authority
112 Market Street, 7th Floor
Harrisburg, PA 17101

August ("Skip") T. Memmi, Jr., Executive Director

TEL: (717) 780-6256
FAX: (717) 257-1513
EMAIL: amemmi@dauphinc.org

ISSUER COUNSEL/BOND COUNSEL

Eckert Seamans Cherin & Mellott, LLC
213 Market Street, Eighth Floor
Harrisburg, PA 17101

Mark S. Stewart, Esquire

TEL: (717) 237-7191
FAX: (717) 237-6019
EMAIL: mstewart@eckertseamans.com

Scott R. Mehok, Esquire

TEL: (717) 237-6062
FAX: (717) 237-6019
EMAIL: smehok@eckertseamans.com

OCCUPANT

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

Mike Yohe, Finance Director

TEL: (717) 780-6309
FAX: (717) 257-1604
EMAIL: myohe@dauphinc.org

OCCUPANT COUNSEL

County of Dauphin
Office of the Solicitor
Dauphin County Administration Building
2 South Second Street
Harrisburg, Pennsylvania 17101

Joseph A. Curcillo, III, Esquire

TEL: (717) 780-6301
FAX: (717) 257-1604
EMAIL: jcurcillo@dauphinc.org

PURCHASER/LENDER

Mid Penn Bank
2101 Market Street
Camp Hill, PA 17011

Karen A. Maydick, Vice President

TEL: (717) 920-9071

FAX: (717) 920-0339

EMAIL: karen.maydick@midpennbank.com

FINANCIAL ADVISOR

Susquehanna Group Advisors, Inc.
830 Sir Thomas Court Suite 150
Harrisburg, PA 17109

Jay R. Wenger, Consulting Director

TEL: (717) 561:8089 ext. 5002

FAX: (717) 909:8439

EMAIL: jwenger@susgrp.com

EXHIBIT 4

PRELIMINARY BOND COUNSEL OPINION (ECKERT SEAMANS CHERIN & MELLOTT, LLC)

EXHIBIT 5

TEFRA INFORMATION