
SUSQUEHANNA TOWNSHIP AUTHORITY
TO
MANUFACTURERS AND TRADERS TRUST COMPANY,
Harrisburg, Pennsylvania
as trustee

FIFTH SUPPLEMENTAL INDENTURE

Dated as of November 3, 2014

to

TRUST INDENTURE

Dated as of July 15, 2004

SECURING GUARANTEED SEWER REVENUE BONDS

CALDWELL & KEARNS,
Attorneys-at-Law,
3631 North Front Street,
Harrisburg, Pennsylvania

METTE, EVANS & WOODSIDE,
Attorneys-at-Law,
3401 North Front Street,
Harrisburg, Pennsylvania

FIFTH SUPPLEMENTAL INDENTURE

THIS FIFTH SUPPLEMENTAL INDENTURE, dated as of November 3, 2014 (referred to separately in this document as the "Fifth Supplemental Indenture" and which term sometimes is referred to in this document by use of such words as "hereto", "hereby", "herein", "hereof" and "hereunder" or other descriptive words or phrases having similar import), between SUSQUEHANNA TOWNSHIP AUTHORITY, a municipality authority existing under Pennsylvania laws (the "Authority"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York state chartered bank with trust powers and having a corporate trust office in the City of Harrisburg, Dauphin County, Pennsylvania (the "Trustee"), as trustee, to a Trust Indenture, dated as of July 15, 2004 (referred to separately in this document as the "Original Indenture"), as amended and/or supplemented by a First Supplemental Indenture, dated as of December 1, 2007, by a Second Supplemental Indenture, dated as of November 10, 2009, by a Third Supplemental Indenture, dated as of May 9, 2012, and by a Fourth Supplemental Indenture, dated as of September 16, 2013, each between the Authority and the Trustee.

WITNESSETH:

WHEREAS, The Authority is existing under laws of the Commonwealth and is governed by the Authorities Act; and

WHEREAS, The Authority heretofore acquired and constructed a complete sanitary sewage collection and transportation system, including all related and necessary facilities, in and for rendering sanitary sewage service in and for the Township; and

WHEREAS, The Township has duly enacted an ordinance or ordinances, inter alia, requiring certain owners of improved property located within the Township to connect to the Sewer System and providing for enforcement of such ordinance or ordinances as permitted by law; and

WHEREAS, The Authority has duly adopted resolutions, inter alia, fixing and charging certain sewer rates and other charges, including, inter alia, tapping fees, connection fees and customer facilities fees, for use of the Sewer System and for services rendered by the Authority in connection therewith and providing for enforcement of such resolutions as permitted by law; and

WHEREAS, The Authority, under the Indenture, has assigned and transferred to and pledged with the Trustee all Receipts and Revenues from the Sewer System and all Receipts from Assessments, as security, to the extent provided in the Indenture, for Bonds authorized to be issued under the Indenture; and

WHEREAS, The Authority has determined to undertake the 2014 Refunding Project; and

WHEREAS, The Authority has determined to finance the costs and expenses of the 2014 Refunding Project by issuance and sale of the Series of 2014 Bond; and

WHEREAS, The Township, as additional security to Registered Owner of the Series of 2014 Bond, has executed and delivered to the Trustee the 2014 Guaranty Agreement, pursuant to which the Township has guaranteed full payment of the principal of and interest on the Series of 2014 Bond in the event of a deficiency in the pledged revenues of the Authority and for such purposes the Township has pledged its full faith, credit and taxing power; and

WHEREAS, The Series of 2014 Bond shall bear interest and shall mature as hereinafter set forth; and

WHEREAS, The principal of and interest on the Series of 2014 Bond shall be payable out of certain receipts, revenues and moneys of the Authority, all as is provided specifically under the Original Indenture, as amended and/or supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and hereby; Subject, however, to the guaranty of the Township as set forth in the 2014 Guaranty Agreement; and

WHEREAS, The Series of 2014 Bond and the Trustee's Certificate to be endorsed thereon are to be respectively and substantially in the following forms, with appropriate insertions, omissions and variations:

(FORM OF GUARANTEED SEWER REVENUE BOND)

Number 1

\$6,430,000

SUSQUEHANNA TOWNSHIP AUTHORITY

Dauphin County, Pennsylvania

Guaranteed Sewer Revenue Bond – Series of 2014

SUSQUEHANNA TOWNSHIP AUTHORITY (the "Authority"), a municipality authority organized and existing under the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. Ch. 56, as amended and supplemented, promises to pay to the order of Branch Banking and Trust Company (the "Bank"), its successors and assigns, the registered owner hereof, the principal sum of Six Million Four Hundred Thirty Thousand Dollars (\$6,430,000) or such lesser principal sum as at any particular time shall represent the unpaid balance of such principal sum, such principal to be payable in the following minimum annual installments on the following dates or in such

lesser annual installment as shall represent the outstanding principal balance of this Bond on the applicable date:

<u>Calendar Year</u>	<u>Minimum Installment of Principal Due October 1</u>
2015	\$ 362,900
2016	\$ 630,200
2017	\$ 639,400
2018	\$ 661,900
2019	\$ 678,100
2020	\$ 683,300
2021	\$ 706,500
2022	\$ 717,500
2023	\$ 743,000
2024	\$ 196,700
2025	\$ 204,100
2026	\$ 206,400

unless the outstanding principal balance hereof shall have been paid by the Authority or all or part of any installment of principal shall have been redeemed by the Authority and to pay interest on the unpaid principal balance of this Bond at the tax free, bank-qualified rate of 2.35% per annum as calculated by the Bank provided in writing in advance to the Trustee, hereinafter mentioned, payable initially on April 1, 2015, and thereafter semiannually on April 1 and October 1 of each year, beginning October 1, 2015, until final maturity on October 1, 2026, or, until paid in full.

Payment of the installments of principal hereof and of the interest due hereon shall be paid to the Bank, as Registered Owner hereof, by wire transfer to the Bank or check drawn on MANUFACTURERS AND TRADERS TRUST COMPANY (the "Trustee"), Harrisburg, Pennsylvania, and mailed to the Bank, as registered owner hereof, at its address as it appears on the bond register maintained by the Trustee. The term "Trustee", when herein used, also shall include any successor trustee under the Indenture hereinafter mentioned. In the event the Authority shall default in the payment of interest due hereon at the time the same is due and payable, such defaulted interest will be payable to the Bank, as registered owner hereof, by wire transfer to the Bank or by check drawn on the Trustee mailed to the Bank, as registered owner, at its address as it appears on the bond register maintained by the Trustee, as bond registrar, at the close of business on a special record date (the "Special Record Date"), established by the Trustee, notice of which shall be mailed by the Trustee to the Bank, as registered owner hereof not less than 15 days preceding the Special Record Date. The Bank shall calculate the interest due on the outstanding Series of 2014 Bond and provide such

calculation in writing to the Trustee and the Authority at least 5 business days prior to each interest payment date.

The principal of and interest on this Bond shall be payable from certain receipts, revenues and moneys of the Authority available for such purposes, all as provided and more fully set forth in the Indenture hereinafter mentioned.

This Bond is an authorized guaranteed sewer revenue bond of the Authority in the principal amount of \$6,430,000, known as "Guaranteed Sewer Revenue Bond - Series of 2014" (the "Bond"), issued under and equally and ratably secured by a Trust Indenture, dated as of July 15, 2004, as supplemented by a First Supplemental Indenture, dated as of December 1, 2007, by a Second Supplemental Indenture, dated as of November 10, 2009, by a Third Supplemental Indenture, dated as of May 9, 2012, by a Fourth Supplemental Indenture, dated as of September 16, 2013, and by a Fifth Supplemental Indenture, dated as of November 3, 2014, each between the Authority and the Trustee (which Trust Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture and Fifth Supplemental Indenture collectively are referred to herein as the "Indenture"). Sewer assessment revenue bonds also may be authorized for issuance under and secured by the Indenture. The Indenture provides that sewer revenue bonds and sewer assessment revenue bonds, if any such sewer assessment revenue bonds shall be authorized for issuance, from time to time, under the Indenture, are *not* equally and ratably secured. Reference is made to the Indenture, executed counterparts of each of the documents constituting the same being on file at the corporate trust office of the Trustee located in Harrisburg, Pennsylvania, for, inter alia, a statement of the particular receipts, revenues and moneys of the Authority pledged for payment of the principal of and interest on this Bond, the nature, extent and manner of enforcement of the security for this Bond, the rights of registered owners of this Bond and of the Trustee with respect to such security, the terms and conditions upon which this Bond is issued and upon which sewer revenue bonds of other series have been or may be issued and the terms and conditions upon which one or more series of sewer assessment revenue bonds may be issued.

This Bond does not pledge the credit or taxing power of the Commonwealth of Pennsylvania or any political subdivision thereof; however, the Township of Susquehanna, Dauphin County, Pennsylvania, has guaranteed full payment of the principal of and interest on this Bond, as more particularly set forth in its Guaranty Agreement, an executed counterpart of which is on file at the corporate trust office of the Trustee located in Harrisburg, Pennsylvania.

The Authority has designated under and for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, to qualify this Bond as a "qualified tax-exempt obligation", as such phrase is defined in Section 265(b)(3)(B) of such Code.

Certain modifications and alterations of the Indenture not adversely affecting rights of registered owners of bonds outstanding thereunder may be made

without consent of Holders of such bonds in the manner and upon terms and conditions provided in the Indenture. Any other modification or alteration of the Indenture and of rights and obligations of the Authority and of registered owners of bonds outstanding thereunder may be made in the manner and upon terms and conditions provided in the Indenture. Any consent by the Bank, registered owner of this Bond, when required by the Indenture (unless revoked as provided in the Indenture), shall be conclusive and binding upon Bank, as such registered owner, irrespective of whether any notation of such consent is made upon this Bond.

As hereinbefore provided, the principal of this Bond shall be payable in minimum annual installments on October 1 of each of the years hereinbefore listed or in such lesser principal amount as shall represent the principal amount of this Bond at the time outstanding.

The outstanding principal balance of this Bond is subject to redemption prior to maturity, at the option of the Authority, as a whole or, from time to time, in part, on October 1, 2020, or on any interest or principal payment date thereafter, in each case upon payment of the principal amount to be optionally redeemed, together with accrued interest to the date fixed for redemption. Portions of the outstanding principal balance of this Bond shall be optionally redeemed only in the principal amount of \$100,000 or any whole multiple thereof and any such partial redemption of principal may be credited against such stated installment of principal on this Bond as the Authority may designate in writing to the registered owner hereof and to the Trustee at the time of partial optional redemption; otherwise a partial optional redemption of the principal hereof shall be applied against the principal installment or installments last, by date, due and payable hereunder.

Notice of any such optional redemption shall be mailed by the Trustee at least thirty days and not more than forty-five days before the redemption date to the Bank; Provided, however, that failure to give notice of optional redemption by mailing such notice shall not affect the validity of any proceedings for the redemption of this Bond in whole or in part.

In case an event of default, as defined in the Indenture, shall occur, the principal of all bonds then outstanding under the Indenture may be declared or may become due and payable upon conditions, in the manner and with the effect provided in the Indenture.

This Bond shall not be entitled to any benefit under the Indenture and shall not be valid or obligatory for any purpose until this Bond shall have been authenticated by the Certificate of Authentication attached hereto duly signed by the Trustee.

The Bank, as registered owner of this Bond, by acceptance hereof, shall be deemed to have assented to all terms and conditions of the Indenture.

IN WITNESS WHEREOF, SUSQUEHANNA TOWNSHIP AUTHORITY has caused this Bond to be signed in its name and in its behalf by its Chairman and its corporate seal to be affixed hereunto, duly attested by its Secretary.

ATTEST: SUSQUEHANNA TOWNSHIP AUTHORITY

Secretary By: Chairman
(SEAL)

CERTIFICATE OF AUTHENTICATION

It is certified that this Bond is the Bond described in the within mentioned Fifth Supplemental Indenture.

MANUFACTURERS AND TRADERS
TRUST COMPANY,
Trustee

By: Authorized Officer

DATE OF AUTHENTICATION: November 3, 2014

NOW, THEREFORE, In compliance with terms and provisions set forth in the Original Indenture, as amended and/or supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and this Fifth Supplemental Indenture, the Authority hereby confirms the assignment, transfer and pledge under the Indenture, of all right, title and interest of the Authority in and to the Receipts and Revenues from the Sewer System and in and to the Receipts from Assessments.

AND IT IS COVENANTED by and between the parties hereto for benefit of all Persons who, from time to time, shall be or shall become Holders of Bonds which are issued and may be issued under the Indenture, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. The terms and phrases used in the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and herein, shall have the meanings specified in the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and, where applicable, as specified in this Article.

“Bank” means Branch Banking and Trust Company, the registered owner of the Series of 2014 Bond.

“Series of 2014 Bond” means the Guaranteed Sewer Revenue Bond of the Authority, dated as of November 3, 2014, authorized for issuance under the Indenture, in the principal amount of \$6,430,000, i.e. the Guaranteed Sewer Revenue Bond - Series of 2014, as more specifically described herein.

“Settlement Fund” means the Fund created under Section 2.06 hereof.

“2014 Guaranty Agreement” means the Guaranty Agreement, dated as of November 3, 2014, duly executed by the Township and delivered to and accepted by the Trustee, as more particularly described in the Preamble hereof.

“2014 Refunding Project” means the current refunding as of the dated date hereof of all Outstanding Series of 2009 Bonds at the principal amount thereof, together with accrued interest to the redemption date, and the payment of all costs and expenses of financing.

ARTICLE II

AUTHORIZATION AND DESCRIPTION OF THE SERIES OF 2014 BOND; ISSUANCE OF THE SERIES OF 2014 BOND; AND DISPOSITION OF PROCEEDS OF THE SERIES OF 2014 BOND

SECTION 2.01. There is authorized for issuance under the Indenture an Additional Bond constituting a Sewer Revenue Bond, which shall be designated specifically as “Guaranteed Sewer Revenue Bond - Series of 2014” and shall be in the principal amount of \$6,430,000.

The Series of 2014 Bond shall be issued initially in definitive form, shall be substantially in the form hereinbefore set forth, with appropriate insertions, omissions and variations, shall be in the denomination of \$6,430,000 shall be dated as of November 3, 2014, shall be fully registrable as to principal and interest and shall bear interest from November 3, 2014, payable initially on April 1, 2015, and thereafter semiannually on the first days of April and October in each year, beginning October 1, 2015, until maturity or until redeemed, at the tax free, bank-qualified rate of 2.35% per annum.

The principal of and interest on the Series of 2014 Bond shall be payable as provided in the Form of Guaranteed Sewer Revenue Bond hereinbefore set forth.

SECTION 2.02. The principal of the Series of 2014 Bond shall be payable in installments on October 1 of the years set forth in the Form of Guaranteed Sewer Revenue Bond hereinbefore set forth and shall mature finally on October 1, 2026. The Bank shall calculate the interest due on the outstanding Series of 2014 Bond and provide such calculation in writing to the Trustee and the Authority at least 5 business days prior to each interest payment date. The Bank's calculations shall be conclusive and binding on the Trustee and the Authority. The Trustee shall be entitled to rely conclusively on such calculations and shall have no liability to the Bank or Authority arising from such reliance.

SECTION 2.03. The Series of 2014 Bond shall be issued for the purpose of providing funds which will be used for and toward payment of costs and expenses of the 2014 Refunding Project, including costs and expenses of financing, all as permitted by provisions of the Indenture.

SECTION 2.04. Upon the Authority's execution and delivery hereof, the Authority shall execute and deliver to the Trustee, for authentication, the Series of 2014 Bond described in Sections 2.01 and 2.02 hereof; and, thereupon, the Trustee shall execute this Fifth Supplemental Indenture and shall authenticate and deliver the Series of 2014 Bond, but only upon compliance by the Authority with requirements of Article III, Section 3.05 of the Original Indenture and any other applicable provisions of the Indenture.

SECTION 2.05. The Authority shall furnish to the Trustee, concurrently with authentication of the Series of 2014 Bond, an Officers' Certificate, showing:

- A. The amount of proceeds to be received by the Authority from sale of the Series of 2014 Bond which amount shall be paid by the Authority to the Trustee for deposit in the Settlement Fund;
- B. Other amounts, if any, to be available to the Authority for deposit initially in the Settlement Fund;

C. An itemization of all costs and expenses of the 2014 Refunding Project estimated to be paid from the Settlement Fund; and

D. The balance, if any, remaining for deposit in the Revenue Fund created under Section 6.01 of the Original Indenture.

SECTION 2.06. Proceeds of sale of the Series of 2014 Bond, in the amount specified in subparagraph A of the Officers' Certificate furnished to the Trustee under Section 2.05 hereof, upon receipt thereof by the Authority, immediately shall be paid over to the Trustee who shall deposit the same in the Settlement Fund, which is hereby created.

The Authority also shall pay or cause to be paid to the Trustee for deposit in the Settlement Fund any other moneys available to the Authority from any source for application for and towards payment of costs and expenses of the 2014 Refunding Project.

The Trustee, upon Order of the Authority and on behalf of the Authority, shall pay from the Settlement Fund all costs, fees and expenses incurred in connection with the 2014 Refunding Project, including; without limiting the generality of the foregoing, costs of redemption of all outstanding Series of 2009 Bonds as of November 15, 2014, including payment of required principal and accrued interest, legal fees and expenses, advertising expenses, printing expenses, filing fees, fees of the Trustee, accounting fees, fees and expenses of the Consulting Engineers and of a financial advisor, rating fees and miscellaneous costs, fees and expenses related to the issuance of the Series of 2014 Bond.

After payments authorized in this Section 2.06 shall have been made or provided for, the Trustee promptly shall transfer the balance remaining in the Settlement Fund to the Revenue Fund created under Section 6.01 of the Original Indenture.

ARTICLE III

REVENUE AND OTHER FUNDS. APPLICATION OF FUNDS.

SECTION 3.01. The Trustee shall withdraw from the Revenue Fund and shall deposit in the Debt Service Fund the following sums at the following times, which sums shall be in addition to deposits to be made in the Debt Service Fund pursuant to Section 6.03 of the Original Indenture, Section 4.01 of the First Supplemental Indenture, Section 3.01 of the Second Supplemental Indenture, Section 3.01 of the Third Supplemental Indenture and Section 4.01 of the Fourth Supplemental Indenture and which deposits under this Section 3.01 shall be made in compliance with Section 6.03 of the Original Indenture:

A. On or before March 25, 2015, and on or before March 25 of each year thereafter, so long as the Series of 2014 Bond shall remain Outstanding, an amount sufficient to pay the installment of interest falling due on the Series of 2014 Bond on the next succeeding April 1.

B. On or before September 25, 2015, and on or before September 25 of each year thereafter, so long as the Series of 2014 Bond shall remain Outstanding, an amount sufficient to pay the semiannual installment of interest falling due on the Series of 2014 Bond on the next succeeding October 1.

C. On or before March 25, 2015, and on or before September 25, 2015, respectively, and on or before March 25 and on or before September 25 of each year thereafter, to and including on or before September 25, 2026, one-half of the principal amount of the installment of principal of the Series of 2014 Bond due and payable on the next succeeding October 1.

Section 6.03 of the Original Indenture shall be deemed to be supplemented in order to give effect to the foregoing provisions of this Section 3.01.

SECTION 3.02. In accordance with the tenth grammatical paragraph of Section 6.04 of the Original Indenture, the amount of the Debt Service Reserve Fund shall not be increased to create an additional reserve on account of issuance of the Series of 2014 Bond. Moneys in the Debt Service Reserve Fund shall not be applied toward payment of principal and interest from time to time becoming payable on the Series of 2014 Bond to the extent that the Debt Service Fund at any time shall be deficient for such purpose.

Section 6.04 of the Original Indenture, as amended and/or supplemented by Section 4.02 of the First Supplemental Indenture, Section 3.02 of the Second Supplemental Indenture, Section 3.02 of the Third Supplemental Indenture and Section 4.02 of the Fourth Supplemental Indenture, shall be deemed to be amended and supplemented hereby, but only to the extent necessary to give effect to the provisions of this Section 3.02.

SECTION 3.03. In addition to funds available for the Bond Redemption and Improvement Fund, as provided in Section 6.05 of the Original Indenture, as amended and/or supplemented by Section 4.03 of the First Supplemental Indenture, Section 3.03 of the Second Supplemental Indenture, Section 3.03 of the Third Supplemental Indenture, and Section 4.03 of the Fourth Supplemental Indenture, the Bond Redemption and Improvement Fund also shall consist of such funds as are authorized to be deposited therein pursuant to provisions of this Fifth Supplemental Indenture.

In connection with the second paragraph of Section 6.05 of the Original Indenture, as amended and/or supplemented by the second paragraph of Section 4.03 of the First Supplemental Indenture, the second paragraph of Section 3.03 of the Second Supplemental Indenture, the second paragraph of Section 3.03 of the Third

Supplemental Indenture and the second paragraph of Section 4.03 of the Fourth Supplemental Indenture, the Trustee also shall make provision for all transfers from the Revenue Fund required to be made in the then current Fiscal Year pursuant to Section 3.01 of this Fifth Supplemental Indenture prior to transferring any balance in the Revenue Fund to the Bond Redemption and Improvement Fund, which prior requirement shall be in addition to the prior requirements specified in said second paragraph of Section 6.05 of the Original Indenture, said second paragraph of Section 4.03 of the First Supplemental Indenture, said second paragraph of Section 3.03 of the Second Supplemental Indenture, said second paragraph of Section 3.03 of the Third Supplemental Indenture and the said second paragraph of Section 4.03 of the Fourth Supplemental Indenture.

Section 6.05 of the Original Indenture, as amended and/or supplemented by Section 4.03 of the First Supplemental Indenture, Section 3.03 of the Second Supplemental Indenture, Section 3.03 of the Third Supplemental Indenture and Section 4.03 of the Fourth Supplemental Indenture, shall be deemed to be amended and supplemented hereby, but only to the extent necessary to give effect to the provisions of this Section 3.03.

ARTICLE IV

REDEMPTION

SECTION 4.01. The Outstanding principal balance of the Series of 2014 Bond is subject to redemption prior to maturity, at the option of the Authority, on October 1, 2020, or on any interest or principal payment date thereafter, as provided in the Form of Guaranteed Sewer Revenue Bond set forth in the Preamble hereof and upon terms and conditions and with the effect provided in the Original Indenture, as amended and supplemented hereby.

SECTION 4.02. Except as otherwise provided herein, any redemption of the Series of 2014 Bond shall be effected in the manner and upon terms and conditions and shall have the effect provided in Sections 9.02, 9.03, 9.04 and 9.05 respectively, of the Original Indenture.

SECTION 4.03. Any notice of redemption required to be given by the Trustee or the Authority under provisions hereof with respect to redemption of Series of 2014 Bonds may be combined with a similar notice, if any, required to be given by the Authority under the First Supplemental Indenture with respect to redemption of the Series of 2007 Bonds and/or the Third Supplemental Indenture with respect to the Series of 2012 Bonds and/or the Fourth Supplemental Indenture with respect to the Series of 2013 Bond.

SECTION 4.04. Article IX of the Original Indenture shall be deemed to be amended and supplemented hereby, but only to the extent necessary to give effect to the provisions of this Article IV of this Fifth Supplemental Indenture.

ARTICLE V

CONCERNING THE TRUSTEE

SECTION 5.01. The Trustee accepts the additional duties provided herein and agrees to perform the same upon terms, provisions, covenants and conditions of the Indenture.

SECTION 5.02. The Trustee shall not be responsible, in any manner whatsoever, for or with respect to the validity or sufficiency hereof, or for or with respect to the due execution hereof by the Authority, or for or with respect to recitals contained herein, all of which recitals are made by the Authority solely. In general, each and every term, provision, covenant and condition contained in Article XII of the Original Indenture, Article VI of the First Supplemental Indenture, Article V of the Second Supplemental Indenture, Article V of the Third Supplemental Indenture and Article VI of the Fourth Supplemental Indenture with respect to the Trustee shall apply hereto with the same force and effect as if the same were set forth in full herein, with such omissions, variations and modifications thereof as may be appropriate to give effect to provisions hereof.

ARTICLE VII

MISCELLANEOUS

SECTION 6.01. All terms, conditions, covenants and agreements of the Original Indenture, as amended and/or supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, except to the extent that the same are amended and/or supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Fifth Supplemental Indenture and to the Series of 2014 Bond, all as shall be applicable and appropriate, as if the same were repeated in full herein; Provided, however, that provisions of the Original Indenture, as previously supplemented, always shall be construed so as to give proper effect and meaning to provisions of this Fifth Supplemental Indenture.

SECTION 6.02. The Authority specifically confirms the assignment, transfer and pledge with the Trustee under the Indenture of all Receipts and Revenues from the Sewer System and all Receipts from Assessments.

SECTION 6.03. Notwithstanding any other provisions contained in the Indenture, the Trustee shall not invest or reinvest, nor shall the Authority direct the Trustee to invest or reinvest, any moneys held in any Fund established under the Indenture, the effect of which investment would cause the Series of 2014 Bond to be an "arbitrage bond" under the Internal Revenue Code of 1986, as amended, and the regulations thereunder, or corresponding provisions of any Federal tax laws from time to time proposed or enacted and at the time applicable or proposed to be applicable to any such investment or reinvestment or the effect of which investment would cause the Series of 2014 Bond to become a bond the interest on which does not remain excludible from gross income under the Internal Revenue Code of 1986, as amended, and the regulations thereunder, or corresponding provisions of any Federal tax laws from time to time proposed or enacted and at the time applicable or proposed to be applicable to any such investment or reinvestment.

Notwithstanding any other provisions contained in the Indenture, the Authority shall direct the Trustee to expend any moneys held in any Fund established under the Indenture in the manner and at the times required under Sections 141 150, inclusive, of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, or corresponding provisions of any Federal tax laws from time to time proposed to be applicable, which failure to so expend would be to cause the Series of 2014 Bond to be an "arbitrage bond" or to become a bond the interest on which does not remain excludible from gross income under the Internal Revenue Code of 1986, as amended, and the regulations thereunder, or corresponding provisions of any Federal tax laws from time to time proposed or enacted and at the time applicable or proposed to be applicable.

The Authority shall timely execute and file whatever reports and documents may be necessary to assure that the Series of 2014 Bond is not an arbitrage bond and that the interest on the Series of 2014 Bond will remain excludible from gross income under the Internal Revenue Code of 1986, as amended, or corresponding provisions of any Federal tax laws from time to time proposed or enacted and at the time applicable or proposed to be applicable. The Trustee, upon request of the Authority, shall timely file with the Authority whatever reports and documents concerning matters in the possession or knowledge of the Trustee which may be necessary to insure compliance with the foregoing.

The Authority further covenants to calculate and pay any rebate owed to the United States under Section 148 (f) of the Code relating to the investment income on proceeds of the Series of 2014 Bond, such calculation and payment to be made on or before the date or dates required under applicable Treasury Regulations.

The Authority and Trustee shall follow the advice of counsel with respect to any such investments, expenditures and the filing of reports and related actions in order to assure compliance with the provisions of this Section 6.03.

SECTION 6.04. The Authority covenants to and with the Bank as purchaser of the issue that is comprised of the Series of 2014 Bond that it will neither make nor permit use of the proceeds of such issue or revenues held for payment of debt service on the Series of 2014 Bond, and that it will not use or permit use of the facilities financed with the proceeds of such issue or facilities or property held as security for such payment, if such use would cause the Series of 2014 Bond to be or be deemed to be a "private activity bond", as that phrase is defined in Section 141 of the Code and regulations implementing said Section.

SECTION 6.05. Use of Article numbers and Section numbers herein is for convenience only and such numbers bear no direct relationship to Articles or Sections in the Original Indenture or in the First Supplemental Indenture or in the Second Supplemental Indenture or in the Third Supplemental Indenture or in the Fourth Supplemental Indenture which bear identical numbers.

SECTION 6.06. As provided in the Original Indenture, this Fifth Supplemental Indenture, being a supplement to the Original Indenture, as previously amended and/or supplemented, shall be construed as an integral part thereof.

SECTION 6.07. This Fifth Supplemental Indenture may be executed and delivered in any number of counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

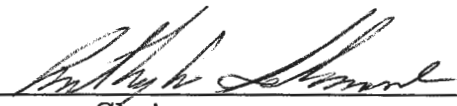
IN WITNESS WHEREOF, SUSQUEHANNA TOWNSHIP AUTHORITY has caused this Fifth Supplemental Indenture to be executed in its name and in its behalf by its Chairman or Vice Chairman and its corporate seal to be affixed hereunto, duly attested by its Secretary or Assistant Secretary, and MANUFACTURERS AND TRADERS TRUST COMPANY, as Trustee, has caused this Fifth Supplemental Indenture to be executed in its name and in its behalf by a duly authorized officer and its corporate seal to be affixed hereunto and attested by a duly authorized officer, all as of the day and year first above written.

Attest:

SUSQUEHANNA TOWNSHIP AUTHORITY



Secretary

By: 

Chairman

(SEAL)

Attest:

MANUFACTURERS AND TRADERS
TRUST COMPANY,
as Trustee

By: _____

(SEAL)

736776