

Amended and Restated
SCHEDULE
to the
MASTER AGREEMENT
dated as of September 28, 2011 between
WELLS FARGO BANK, N.A. as successor to
WACHOVIA BANK, NATIONAL ASSOCIATION ("Party A")
and **LANCASTER COUNTY CONVENTION CENTER AUTHORITY ("Party B")**

Part 1. Termination Provisions

- (a) **"Specified Entity"**: none specified.
- (b) **"Specified Transaction"** has its meaning as defined in Section 12.
- (c) **"Cross Default"** applies to both parties. With respect to Party B, "Cross Default" is amended by inserting at the end of Section 5(a)(vi): "or (3) any default, event of default or other similar condition or event (however described) under any Financial Agreement (as defined in the Schedule)."

"Specified Indebtedness" means any obligation (whether present, future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money or relating to the payment or delivery of funds, securities or other property (including, without limitation, collateral), other than indebtedness in respect of any bank deposits received in the ordinary course of business by an foreign branch of a party the repayment of which is prevented, hindered or delayed by any governmental or regulatory action or law unrelated to the financial condition or solvency of such party or that foreign branch.

"Threshold Amount" means, with respect Party A, an amount (including its equivalent in another currency) equal to the higher of \$10,000,000 or 2% of the Shareholders Equity of Wells Fargo & Co. ("WFC"), and with respect to Party B, \$1,000,000, provided that for any Specified Indebtedness payable by Party B (or any Credit Support Provider of Party B) to Party A or to any of Party A's Affiliates, Threshold Amount means any amount of such Specified Indebtedness.

"Shareholders Equity" means an amount equal to WFC's total assets minus its total liabilities, as reflected on WFC's *most recent audited financial statements*.

- (d) **Bankruptcy.** Clause (6) of Section 5(a)(vii) of this Agreement is hereby amended to read in its entirety as follows:

"(6)(A) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets or (B) in the case of the Government Entity, any Credit Support Provider of the Government Entity or any applicable Specified Entity of the Government Entity, (I) there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or (II) there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;"

- (e) **Merger Without Assumption.** Section 5(a)(viii) of this Agreement is hereby amended to read in its entirety as follows:

"(viii) **Merger Without Assumption.** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity

(or, without limiting the foregoing, if such party is a Government Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, such party or any Credit Support Provider of such party) and, at the time of such consolidation, amalgamation, merger, transfer or succession:

(1) the resulting, surviving, transferee or successor entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other party to this Agreement; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving, transferee or successor entity of its obligations under this Agreement; or

(3) in the case of a Government Entity, the sources of payment for the obligations of such Government Entity as set forth in the Schedule are no longer available for the satisfaction of such resulting, surviving, transferee or successor entity's obligations under this Agreement or any Credit Support Document."

- (f) **"Credit Event Upon Merger"** applies to both parties. Section 5(b)(ii) of this Agreement is hereby amended to read in its entirety as follows:

"(ii) **Credit Event Upon Merger.** If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, such party ("X"), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity (or, without limiting the foregoing, if X is the Government Entity, an entity such as an organization, board, commission, authority, agency or body succeeds to the principal functions of, or powers and duties granted to, X, any Credit Support Provider of X or any Specified Entity of X) and such action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving, transferee or successor entity is materially weaker than that of X, such Credit Support Provider or such Specified Entity, as the case may be, immediately prior to such action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); or"

- (g) **"Automatic Early Termination"** does not apply to either party.

- (h) **Payments on Early Termination.** Except as otherwise provided in this Schedule, "Market Quotation" and the "Second Method" apply. In the case of any Terminated Transaction that is, or is subject to, any unexercised option, the words "economic equivalent of any payment or delivery" appearing in the definition of "Market Quotation" shall be construed to take into account the economic equivalent of the option.

- (i) **Additional Events of Default.** There shall be added to Section 5(a) of the Agreement the following Events of Default, which shall apply to Party B only as the Affected Party:

"(ix) **Authority; Repudiation.** Party B shall cease to have authority to make payments under this Agreement or any Transaction subject to this Agreement, or the General Assembly of the Commonwealth of Pennsylvania shall enact any legislation which will have the effect of repudiating this Agreement or any Transaction subject to this Agreement.

(x) if amounts payable by Party B to Party A hereunder shall cease to be payable in accordance with the terms of the Covered Indenture, as in effect on the date of this Master Agreement.

(xi) The Covered Indenture is amended in a manner which materially and adversely affects the rights of Party A without the prior written consent of Party A (which consent shall not be unreasonably withheld).

(xii) the Hotel Room Rental Tax shall be repealed or reduced or diverted to uses other than as provided for in the Covered Indenture, whether by amendment or repeal by Lancaster County of the Hotel Tax Ordinance, amendment or repeal of the Act, or otherwise, unless such repeal or reduction or diversion will not take effect until the Bonds and all amounts payable hereunder have been paid or otherwise will not adversely affect the security for the Bonds or the ability of Party B to meet its obligations under this Agreement.

(j) “Additional Termination Event” will apply. The following event(s) shall constitute Additional Termination Event(s) hereunder:

(i) (A) the Credit Agreement ceases to be in full force and effect or any commitment by Party A to lend or otherwise extend credit thereunder shall terminate; Party B ceases to have any obligations to Party A under the Credit Agreement (or under any promissory note or other evidence of indebtedness issued in connection therewith), whether as the result of any repayment or defeasance of the Bonds, or any other discharge or satisfaction of such obligations, the sale or transfer to a third party of Party A’s rights or interests in the Credit Agreement (or any promissory note or other evidence of indebtedness issued in connection therewith), or otherwise; or either Party A or Party B ceases to be a party to the Credit Agreement (an “Exit Event”); or

(B) any notice or consent is given or any action is taken that: (I) would cause the collateral which secures the payments due on the Bonds (the “Collateral”) (or the security interest in or lien thereon) to be released, realized upon, liquidated, sold, transferred, conveyed or otherwise disposed of, whether as the result of any repayment, defeasance, discharge or satisfaction of the Bonds or pursuant to the terms of the Covered Indenture, the Credit Agreement, or otherwise, and irrespective of whether or not Party A or any of its Affiliates gives such notice or consent or takes such action, or (II) would adversely alter or impair any of Party A’s rights, interests or benefits in or pertaining to the Collateral under the Covered Indenture, the Credit Agreement, or any other document executed in connection therewith (whether such action is in the form of an amendment, modification, waiver, approval, consent or otherwise);

unless prior to the occurrence of such Exit Event, such notice or consent being given or such action being taken, Party B has (1) provided Party A with cash collateral, or a first perfected security interest in or lien on such real and/or personal property of Party B as shall be acceptable to Party A, in such an amount or with such a market value as Party A deems sufficient in order to secure Party B’s obligations under this Agreement for so long as such obligations are to remain outstanding, all upon terms and conditions satisfactory to Party A, and (2) executed and delivered to Party A such security agreements and other documents as Party A shall reasonably require to evidence such terms and conditions or to protect or perfect Party A’s security interest in or lien on such collateral or property.

Party B shall be the sole Affected Party with respect to this Additional Termination Event.

(k) **Party B Optional Termination.** Party B may, upon at least two (2) Business Days’ written notice to Party A, terminate any Transaction in whole or in part, on any Business Day, by designating to Party A the termination date for such Transaction. In the event Party B exercises its right of optional termination hereunder, such termination shall constitute an Additional Termination Event under Section 6(e) of this Agreement with Party B as the sole Affected Party, and the identified Transaction as the sole Affected Transaction.

In such case, Party A will determine a U.S. Dollar value for the terminated portion of the Transaction (the “Cash Settlement Amount”) in accordance with Section 6(e)(i)(4) of this Agreement, where Counterparty is the sole Affected Party and the identified Transaction is the sole Affected Transaction. If such Cash Settlement Amount is not mutually acceptable to Party A and Party B, Party A shall determine a Cash Settlement Amount with respect to the Transaction in accordance with Section 6(e)(i)(3) of this Agreement, where (A) Party B is the sole Affected Party and the Transaction is the sole Affected Transaction, (B) the Reference Market Makers shall be selected by Party A and approved by Party B (such approval not to be unreasonably withheld), and (C) each Reference Market Maker certifies in writing that such Reference Market Maker is prepared to take an assignment of the Transaction based upon their respective quotation.

If upon a termination by Party B pursuant to this paragraph (k), Party B would owe a Cash Settlement Amount, then Counterparty may terminate the identified Transactions pursuant to this paragraph (k) only upon demonstrating to the reasonable satisfaction of Party A its ability to pay such Cash Settlement Amount.

(l) **Events of Default.** An Event of Default shall not occur with respect to a party under Section 5(a)(v)(1) or (2) or Section 5(a)(vi) when the failure to pay or deliver, or the default, event of default or other similar condition or event, as the case may be, arises solely (i) out of a wire transfer problem or an operational or administrative error or omission (so long as the required funds or property required to make that payment or delivery were otherwise available to that party), or (ii) from the general unavailability of the relevant currency due to exchange controls or other similar governmental action, but in either case only if the payment or delivery is made within three Local Business Days after the problem has been corrected, the error or omission has been discovered or the currency becomes generally available.

(m) **Notice of Events of Default and Termination Events.** Section 5 of the Agreement is hereby further amended by adding new subsection (d) at the end thereof, such new subsection (d) to read as follows:

“(d) **Notice of Events of Default and Termination Events.** Upon learning of an event or condition which could lead or give rise to an Event of Default or a Termination Event, the party learning of such event shall give notice to the other party pursuant to provisions of Section 12 of the Agreement.”

(n) **Right to Terminate Following Termination Event.** Section 6(b)(iii) of the Agreement is amended by adding the following last sentence:

Notwithstanding anything to the contrary in this Agreement, an Affected Party will not have the right to designate an Early Termination Date under Section 6(b)(iii) as a result of an Illegality under Section 5(b)(i) if the Illegality relates to performance by such party of an obligation to make payment under Section 6(e) and does not relate to an obligation to make payment or delivery under Section 2(a)(i).

Part 2. Documents

For the purpose of Section 4(a) of this Agreement, each party agrees to deliver the following documents:

| <u>Party required to deliver document</u> | <u>Form/Document/Certificate</u> | <u>Date by which to be delivered</u> | <u>Covered by Section 3(d) Representation</u> |
|---|---|--|---|
| Party A and Party B | Evidence of the authority and true signatures of each official or representative signing this Agreement or, as the case may be, a Confirmation, on its behalf | On or before execution of this Agreement and each Confirmation forming a part of this Agreement. | Yes |
| Party A | Opinion of counsel to Party A, in form and substance reasonably satisfactory to Party B | On or before execution of this Agreement and each Confirmation hereunder | No |
| Party B | Certified copy of the resolutions of Party B's governing body authorizing each Covered Indenture, and authorizing this Agreement and the initial Transaction | On or before execution of this Agreement. | Yes |

| <u>Party required to deliver document</u> | <u>Form/Document/Certificate</u> | <u>Date by which to be delivered</u> | <u>Covered by Section 3(d) Representation</u> |
|--|---|---|--|
| Party B | Opinion of legal counsel to Party B in form and substance reasonably satisfactory to Party A | On or before execution of this Agreement and each Confirmation hereunder | No |
| Party A and Party B | A copy of the annual report of such party, which in the case of Party A will be WFC, containing audited consolidated financial statements for each such fiscal year, certified by independent certified public accountants | Upon request, within 150 days (or as soon as practicable after becoming publicly available) after the end of each of its fiscal years while there are any obligations outstanding under this Agreement provided that Party A will be deemed to have delivered such annual report upon posting the same on Wachovia Corporation's public website and provided further that Party B will be deemed to have delivered such annual report upon filing the same with a Nationally Recognized Municipal Securities Information Repository, as defined in Rule 15c2-12 under the Securities Exchange Act of 1934 | Yes |
| Party B | A fully executed copy of each Covered Indenture and Credit Agreement. | On or before execution of this Agreement | Yes |
| Party A and Party B | Confirmations, updates and additional documentation concerning the opinion of counsel, resolutions and certificates delivered pursuant to each of the foregoing documents to be delivered as the other party may reasonably request | Prior to the Effective Date of each Transaction after the initial Transaction hereunder | Yes |
| Party A | Report containing an estimate, determined in good faith by Party A according to Party A's valuation policies, of the then-current mark-to-market value of outstanding | Monthly, no later than the 10 th day after the end of each calendar month and, in addition, upon request of Party B. | Yes |

| <u>Party required to deliver document</u> | <u>Form/Document/Certificate</u> | <u>Date by which to be delivered</u> | <u>Covered by Section 3(d) Representation</u> |
|---|---|--|---|
| | Transactions. | However, failure to give such estimate shall not give rise to an Event of Default or Termination Event | |
| Party A and Party B | Such other documents relevant to any Transaction hereunder as the other party may reasonably request. | Upon request | Yes |

Part 3. Miscellaneous

- (a) **Addresses for Notices.** For purposes of Section 10(a) of this Agreement, all notices to a party shall, with respect to any particular Transaction, be sent to its address, telex number or facsimile number specified in the relevant Confirmation (or as specified below if not specified in the relevant Confirmation), provided that any notice under Section 5 or 6 of this Agreement, and any notice under this Agreement not related to a particular Transaction, shall be sent to a party at its address specified below.

To Party A:

WELLS FARGO BANK, N.A.
550 California Street, 12th Floor
MAC A0112-121
San Francisco, California 94104
Facsimile No.: (415) 986-2604
Attention: Derivatives Documentation Manager

To Party B:

LANCASTER COUNTY CONVENTION CENTER AUTHORITY
8 North Queen Street, Suite 1102
Lancaster, PA 17603

Attention: Dave Hixon
Fax: 717-399-7631
Phone: 717-300-7630

- (b) **“Calculation Agent”** means Party A, unless otherwise specified in a Confirmation in relation to a Transaction, or unless Party A becomes a Defaulting Party in which case the Calculation Agent shall be a leading dealer in the relevant market selected by Party B. The Calculation Agent shall provide notice to the Trustee for the Bonds under the Covered Indenture of each amount payable by Party B under this Agreement at the same time it gives notice of such amount to Party B.
- (c) **“Credit Support Document”** means the Covered Indenture and each other document, if any, which by its terms secures, guarantees or otherwise supports Party B's obligations hereunder from time to time, whether or not this Agreement, any Transaction, or any type of Transaction entered into hereunder is specifically referenced or described in any such document. The Guaranty Agreement is not a Credit Support Document.
- (d) **“Credit Support Default”** is amended by adding at the end of Section 5(a)(iii)(1):

“, any default, event of default or other similar condition or event (however described) exists under any Credit

Support Document, any action is taken to realize upon any collateral provided to secure such party's obligations hereunder or under any Transaction, or the other party fails at any time to have a valid and perfected first priority security interest in any such collateral"

(e) **"Credit Support Provider"** means each party to a Credit Support Document that provides or is obligated to provide security, a guaranty or other credit support for Party B's obligations hereunder. Lancaster County is not a Credit Support Provider of Party B.

(f) **Governing Law and Jurisdiction.**

(i) To the extent not otherwise preempted by U.S. Federal law, this Agreement will be governed by and construed in accordance with the laws of the State of New York, except as to Party B's power to enter into and perform its obligations under this Agreement which shall be governed by the laws of the Commonwealth of Pennsylvania.

(ii) Section 11(b) of this Agreement is hereby amended by (A) deleting the word "non-exclusive" appearing in subparagraph (i) thereof and substituting therefore the word "exclusive" (B) adding to subparagraph (i) thereof the words "the courts of the Commonwealth of Pennsylvania and the United States District Court located in the City of Philadelphia and" immediately preceding to the words "the courts of the State of New York" and (C) deleting the last sentence of Section 11(b) and substituting therefore the following sentence:

"Nothing in this Agreement precludes either party from bringing Proceedings in any other jurisdiction if (A) the courts of the Commonwealth of Pennsylvania and the United States District Court located in the City of Philadelphia and the courts of the State of New York or the United States District Court located in the Borough of Manhattan in New York City lacks jurisdiction over the parties or the subject matter of the Proceedings or declines to accept the Proceedings on the grounds of lacking such jurisdiction; (B) the Proceedings are commenced by a party for the purpose of enforcing against the other party's property, assets or estate any decision or judgment rendered by any court in which Proceedings may be brought as provided hereunder; (C) the Proceedings are commenced to appeal any such court's decision or judgment to any higher court with competent appellate jurisdiction over that court's decisions or judgments if that higher court is located outside the State of New York or Borough of Manhattan, such as a federal court of appeals or the U.S. Supreme Court; or (D) any suit, action or proceeding has been commenced in another jurisdiction by or against the other party or against its property, assets or estate (including, without limitation, any suit, action or proceeding described in Section 5(a)(vii)(4) of this Agreement), and, in order to exercise or protect its rights, interests or remedies under this Agreement, the party (1) joins, files a claim, or takes any other action, in any such suit, action or proceeding, or (2) otherwise commences any Proceeding in that other jurisdiction as the result of that other suit, action or proceeding having commenced in that other jurisdiction."

(g) **Waiver of Jury Trial.** To the extent permitted by applicable law, each party irrevocably waives any and all right to trial by jury in any legal proceeding in connection with this Agreement, any Credit Support Document to which it is a party, or any Transaction. If, notwithstanding such waiver, a party would retain the right to trial by jury under applicable law in any such legal proceeding and any loan agreement (or other credit facility) outstanding at the time between the parties (whether or not anyone else is a party thereto) contains arbitration provisions applicable to such loan agreement (or credit facility), then such arbitration provisions shall be deemed equally to apply to any dispute between the parties relating to this Agreement or any Transaction, and for such purpose such arbitration provisions (together with related definitions) shall be deemed incorporated by reference herein (mutatis mutandis) and shall be construed as applying solely to any such dispute (with references therein to any lenders or creditors being deemed references to Party A). In all other cases, any arbitration provisions contained in any such loan agreement (or credit facility) shall not apply to this Agreement or any Transactions, notwithstanding anything to the contrary contained in such loan agreement (or other credit facility).

(h) **Netting of Payments.** If payments are due by each party on the same day under two or more Transactions,

then Section 2(c)(ii) will not apply to those payments if a party gives notice to the other party on or before the second New York Business Day before that payment date stating that those payments will be netted or, if given by the Calculation Agent, stating the net amount due.

- (i) **Notice of Incipient Illegality.** If an Incipient Illegality occurs, the Government Entity will, promptly upon becoming aware of it, notify Party A, specifying the nature of that Incipient Illegality and will also give such other information about that Incipient Illegality as Party A may reasonably require.

“‘Incipient Illegality’ means (a) the enactment by any legislative body with competent jurisdiction over the Government Entity of legislation which, if adopted as law, would reduce or repeal the Hotel Room Tax or render unlawful (i) the performance by the Government Entity of any absolute or contingent obligation to make a payment or delivery or to receive a payment or delivery in respect of a Transaction or the compliance by the Government Entity with any other material provision of this Agreement relating to such Transaction or (ii) the performance by the Government Entity or a Credit Support Provider of the Government Entity of any contingent or other obligation which the Government Entity (or such Credit Support Provider) has under any Credit Support Document relating to such Transaction, (b) any assertion in any proceeding, forum or action by the Government Entity or Lancaster County, in respect of the Government Entity or in respect of any entity located or organized under the laws of the state in which the Government Entity is located to the effect that performance under this Agreement or similar agreements or either Covered Indenture is unlawful or (c) Party A shall believe it has reasonable grounds for insecurity as to whether the collection of the Hotel Room Tax and its use as provided in the Covered Indenture is unlawful or (d) the occurrence with respect to the Government Entity or any Credit Support Provider of the Government Entity of any event that constitutes an Illegality.”

- (j) **Deferral of Payments and Deliveries in Connection with Illegality and Incipient Illegality; Interest on Deferred Payments.** Section 2(a)(iii) is hereby amended to read in its entirety as follows:

“(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default, Illegality, Potential Event of Default or Incipient Illegality with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other applicable condition precedent specified in this Agreement.”

(ii) If a party withholds any payment under Section 2(a)(i) due to the occurrence of an Illegality or an Incipient Illegality with respect to the other party, it will, to the extent permitted by applicable law, subject to the other provisions of this Agreement and provided no Event of Default or Potential Event of Default with respect to the other party exists, pay interest on the withheld amount to the other party on demand (but no more frequently than once per month) for the period such payment is withheld under Section 2(a)(iii) for such Illegality or Incipient Illegality, at the Non-default Rate (determined as though such withholding party were the Non-defaulting Party).

- (k) **Representations.** (i) The introductory clause of Section 3 of this Agreement is hereby amended to read in its entirety as follows:-

“Each party represents to each other party (or in the case of the representations in 3(i), (j), (k) and (l) Party B represents to Party A) (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(a) and 3(e), (f), (g), (h), (i), (j), (k), (l) and (m) at all times until the termination of this Agreement) that:”

- (ii) Section 3(b) of this Agreement is hereby amended to read in its entirety as follows:

“(b) **Absence of Certain Events.** No Event of Default or Potential Event of Default or, to its knowledge, Incipient Illegality (in the case of the Government Entity) or Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or

performing its obligations under this Agreement or any Credit Support Document to which it is a party.”

(iii) **Additional Representations;** Section 3 is amended by adding the following subsections (e) through (k) thereto:

(e) **Arm's Length.** For any Relevant Agreement: (i) it acts as principal and not as agent, (ii) it acknowledges that the other party acts only at arm's length and is not its agent, broker, advisor or fiduciary in any respect, and any agency, brokerage, advisory or fiduciary services that the other party (or any of its Affiliates) may otherwise provide to the party (or to any of its Affiliates) excludes the Relevant Agreement, (iii) it is relying solely upon its own evaluation of the Relevant Agreement (including the present and future results, consequences, risks, and benefits thereof, whether financial, accounting, tax, legal, or otherwise) and upon advice from its own professional advisors, (iv) it understands the Relevant Agreement and those risks, has determined they are appropriate for it, and willingly assumes those risks, and (v) it has not relied and will not be relying upon any evaluation or advice (including any recommendation, opinion, or representation) from the other party, its Affiliates or the representatives or advisors of the other party or its Affiliates (except representations expressly made in the Relevant Agreement or an opinion of counsel required thereunder).

“Relevant Agreement” means this Agreement, each Transaction, each Confirmation, any Credit Support Document, and any agreement (including any amendment, modification, transfer or early termination) between the parties relating to any of the foregoing.

(f) **Eligible Contract Participant.** It is an “eligible contract participant” within the meaning of the Commodity Exchange Act.

(g) **Purpose.** It is entering into this Agreement, any Credit Support Document, each Transaction and such other documentation required by the Agreement for the purposes of managing its borrowings or investments, hedging its underlying assets or liabilities or, with respect to Party A, in connection with a line of business or with respect to Party B to manage interest rate risk or interest cost. Party B further represents it is not entering into this Agreement and each Transaction for purposes of speculation.

(h) It acknowledges that, pursuant to the terms of this Agreement (including, without limitation, Section 6(e) hereof), it may owe a payment to the other party upon the designation of an Early Termination Date hereunder, even in the event such Early Termination Date is the result of an Event of Default with respect to such other party.

(i) Party B represents that any Transaction entered into pursuant to this Agreement together with any transactions that Party B has or may enter into with Party A and/or with any or all other parties does not and will not violate or exceed any limits or restrictions contained in any authorizations, approvals or resolutions of Party B.

(j) Party B represents that: (i) it is in compliance with each Covered Indenture; and (ii) this Agreement will constitute a Parity Swap Agreement under each Covered Indenture.

(k) Party B is subject to suit at law or in equity under the Act and other Commonwealth of Pennsylvania law and, accordingly, is not entitled to claim immunity on the grounds of sovereignty or other similar grounds with respect to itself or its revenues or assets (irrespective of their use or intended use) from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment), or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be made subject to in any Proceedings (as defined in Section 11(b)) in the courts of any jurisdiction

and no such immunity (whether or not claimed) may be attributed to such party or its revenues or assets.

- (l) **Transfer.** Section 7 of this Agreement is hereby amended by adding the words “which consent will not be arbitrarily withheld or delayed” in the third line of subsection (a) immediately before the word “except”; by inserting the words “or reorganization, incorporation, reincorporation, or reconstitution into or as” immediately before the word “another”; by deleting the word “and” at the end of subsection “(a)”, amending subsection “(b)”, and adding subsections “(c)” and “(d)” as follows:–

“(b) a party may make such a transfer of all or any part of its interest in any amount payable to it from a Defaulting Party under Section 6(e); and

(c) Party B may transfer all of its rights and obligations under any Transaction (the “Transferred Obligations”) to another entity (the “Transferee”) provided that:

- (i) the Transferee has long-term, unsecured, unenhanced senior debt rating or counterparty ratings (not taking into account any third party credit enhancement) from Moody’s, S&P and Fitch equal to or higher than the ratings on Party A’s long-term unsecured, unenhanced senior debt (not taking into account any third party credit enhancement) from Moody’s, S&P and Fitch, respectively;
- (ii) the Transferee and Party A shall have executed a master agreement in form and substance satisfactory to Party A with terms appropriate for counterparties with the Transferee’s credit rating, as determined by Party A in good faith (including such Credit Support Documents as shall be required by Party A and appropriate for counterparties with the Transferee’s credit rating, as determined by Party A in good faith) under which the Transferred Obligations will be governed;
- (iii) at the time of such transfer, no Early Termination Date shall have been designated under this Agreement and no Event of Default, Potential Event of Default or Termination Event shall have occurred and be continuing under this Agreement with respect to Party B.
- (iv) such transfer will not result in the violation of any law, regulation, rule, judgment, order or other legal limitation or restriction applicable to Party A;
- (v) such transfer will not result in a violation of Party A’s counterparty eligibility or credit practices or policies or exposure limitations;
- (vi) at the time of such transfer, no event which would constitute a Termination Event, Event of Default or Potential Event of Default with respect to the Transferee if the Transferee were a party to this Agreement (or its guarantor were a Credit Support Provider under this Agreement) shall have occurred and be continuing;
- (vii) such transfer does not result in any adverse tax consequences to Party A, including the obligation to deduct or withhold an amount with respect to any tax from payments required to be made to the Transferee, the receipt of payments from the Transferee from which amounts with respect to any tax may be deducted or withheld or the imposition of any tax, levy, impost, duty charge, or fee of any nature by any government or taxing authority which would not have been imposed but for such transfer; and
- (viii) Party B shall pay any reasonable out-of-pocket expenses of Party A (including fees of legal counsel) in connection with such Transfer.

- (m) **ERISA.** Each party represents to the other party at all times hereunder that it is not (i) an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the “Code”), subject to Title I of ERISA or Section 4975 of the Code, or a plan as so defined but which is not subject to Title I of ERISA or Section 4975 of the Code but is subject to another law materially similar to Title I of ERISA or Section 4975 of the Code (each of which, an “ERISA Plan”), (ii) a person or entity acting on behalf of an ERISA Plan, or (iii) a person or entity the assets of which constitute assets of an ERISA Plan.

- (l) **Additional Representations of Party B.** Party B hereby further represents to Party A (which representations will be deemed to be repeated by Party B at all times that Party B has any absolute or contingent obligations under this Agreement) that:

(i) Any Transaction under this Agreement together with any other transaction(s) that Party B has or may enter into with Party A or with any other person or entity does not and will not, either singly or collectively, violate or exceed any limits, restrictions or policies contained in any authorizations, approvals or resolutions of its board of directors or any other applicable governing or authorized body.

(ii) The execution and delivery by Party B of this Agreement, each Confirmation and any other document relating hereto, and the performance by Party B of its obligations hereunder and thereunder, are in furtherance, and not in violation, of the governmental purposes for which it is organized pursuant to the laws of the relevant state.

(iii) This Agreement and each Transaction hereunder do not constitute any kind of investment by Party B that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, policy, ordinance, order, writ, judgment, decree, charge, or ruling to which Party B (or any of its officials in their respective capacities as such) or its property is subject. The obligations of Party B to make payments to Party A under this Agreement and each Transaction are not subject to appropriation or similar action.

(iv) No Affiliate of Party B or other person, firm, corporation, entity, or association may liquidate, borrow, encumber or otherwise utilize Party B’s assets.

(v) It is a state or political subdivision, or an instrumentality, agency or department, of the Commonwealth of Pennsylvania.

(vi) It has taken all steps necessary or advisable, and has the authority, to create and perfect the pledge and security interest required to be created pursuant to Part 4(l) of this Schedule, and such pledge and security interest have been validly created and perfected.

Part 4. Other Provisions

- (a) **2006 ISDA Definitions.** This Agreement and each Transaction are subject to the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. (together, the “2006 ISDA Definitions”) and will be governed by the provisions of the 2006 ISDA Definitions. The provisions of the 2006 ISDA Definitions are incorporated by reference in, and shall form part of, this Agreement and each Confirmation. Any reference to a “Swap Transaction” in the 2006 ISDA Definitions is deemed to be a reference to a “Transaction” for purposes of this Agreement or any Confirmation, and any reference to a “Transaction” in this Agreement or any Confirmation is deemed to be a reference to a “Swap Transaction” for purposes of the 2006 ISDA Definitions. The provisions of this Agreement (exclusive of the 2006 ISDA Definitions) shall prevail in the event of any conflict between such provisions and the 2006 ISDA Definitions.

- (b) **Scope of Agreement.** Any Specified Transaction now existing or hereafter entered into between the parties (whether or not evidenced by a Confirmation) which constitutes (i) a swap, cap, collar, floor or option on

interest rates in which the transaction is denominated in U.S. Dollars, (ii) any other interest rate derivatives transaction denominated in U.S. Dollars, (iii) any option on or with respect to any of the foregoing, or (iv) any combination of any of the foregoing, shall constitute a "Transaction" under this Agreement and shall be subject to, governed by, and construed in accordance with the terms of this Agreement, unless the confirming document(s) for that Specified Transaction provide(s) otherwise. For any such Specified Transaction not evidenced by a Confirmation, Section 2(a)(i) of this Agreement is amended to read as follows: "(i) Each party will make each payment or delivery to be made by it under each Transaction, as specified in each Confirmation (or otherwise in accordance with the terms of that Transaction if not evidenced by a Confirmation), subject to the other provisions of this Agreement." In addition, any Specified Transaction between the parties evidenced by a Confirmation that by its terms specifies that it is subject to or governed by this Agreement (or an ISDA Master Agreement between the parties), whether entered into before, on or after the date of this Agreement, shall constitute a Transaction under this Agreement and shall be subject to, governed by, and construed in accordance with the terms of this Agreement.

- (c) **Set-off.** Any amount ("Early Termination Amount") payable to one party ("Payee") by the other party ("Payer") under Section 6(e), in circumstances where there is a Defaulting Party or one Affected Party in the case where a Termination Event under Section 5(b)(ii) has occurred, will, at the option of the party ("X") other than the Defaulting Party or the Affected Party (and without prior notice to the Defaulting Party or the Affected Party), be reduced by means of set off against any amount(s) ("Other Agreement Amount") payable (whether at such time or in the future or upon the occurrence of a contingency) by the Payee to the Payer or to any Affiliate of the Payer (irrespective of the currency, place of payment or booking office of the obligation) under any other agreement(s) between the Payee and the Payer (or between the Payee and any Affiliate of the Payer) or instrument(s) or undertaking(s) issued or executed by the Payee to, or in the favor of, the Payer or any Affiliate of the Payer (and the Other Agreement Amount will be discharged promptly and in all respects to the extent it is so set-off). X will give notice to the other party of any set-off effected under this paragraph.

For this purpose, either the Early Termination Amount or the Other Agreement Amount (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the relevant currency.

Nothing in this paragraph shall be effective to create a charge or other security interest. This paragraph shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

- (d) **Change of Account.** Any account designated by a party pursuant to Section 2(b) shall be in the same legal and tax jurisdiction as the original account.
- (e) **Recorded Conversations.** Each party and any of its Affiliates may electronically record any of its telephone conversations with the other party or with any of the other party's Affiliates in connection with this Agreement or any Transaction, and any such recordings may be submitted in evidence in any proceeding to establish any matters pertinent to this Agreement or any Transaction.
- (f) **Confirmation Procedures.** Upon receipt thereof, Party B shall examine the terms of each Confirmation sent to Party B by Party A, and unless Party B objects to the terms within three New York business days after receipt of that Confirmation, those terms shall be deemed accepted and correct absent manifest error, in which case that Confirmation will be sufficient to form a binding supplement to this Agreement notwithstanding Section 8(e)(ii) of this Agreement.

- (g) **Covenants of Financial Agreements.**

(i) Party B shall provide Party A at all times hereunder with the same covenant protection as is required of

Party B under Financial Agreements. Therefore, in addition to the Cross Default provisions of this Agreement, and notwithstanding the satisfaction of any obligations or promise to pay money to Party A under any Financial Agreement, or the termination or cancellation of any Financial Agreement, Party B hereby agrees to perform, comply with and observe for the benefit of Party A hereunder all affirmative and negative covenants contained in each Financial Agreement applicable to Party B (excluding any obligation or promise to pay money under any Financial Agreements) at any time Party B has any obligation (whether absolute or contingent) under this Agreement.

(ii) For purposes hereof: (A) the affirmative and negative covenants of the Financial Agreements applicable to Party B (together with related definitions and ancillary provisions, but in any event excluding any obligation or promise to pay money under any Financial Agreement) are incorporated (and upon execution of any future Financial Agreement, shall automatically be incorporated) by reference herein (mutatis mutandis); (B) if other lenders or creditors are parties to any Financial Agreement, then references therein to the lenders or creditors shall be deemed references to Party A; and (C) for any such covenant applying only when any loan, other extension of credit, obligation or commitment under the Financial Agreement is outstanding, that covenant shall be deemed to apply hereunder at any time Party B has any obligation (whether absolute or contingent) under this Agreement.

(iii) Notwithstanding the foregoing, if the incorporation of any provision by reference from any Financial Agreement would result in the violation by Party B of the terms of that Financial Agreement, or be in violation of any law, rule or regulation (as interpreted by any court of competent jurisdiction), then this Agreement shall not incorporate that provision.

(h) **“Financial Agreement”** means each Covered Indenture and each existing or future agreement or instrument relating to any loan or extension of credit from Party A to Party B (whether or not anyone else is a party thereto), as the same exists when executed and without regard to (i) any termination or cancellation thereof or Party A ceasing to be a party thereto (whether as a result of repayment thereof or otherwise), or (ii) unless consented to in writing by Party A, any amendment, modification, addition, waiver or consent thereto or thereof.

(i) **Limited Obligation.** Notwithstanding anything else set forth in this Agreement, any amounts payable hereunder shall be payable by Party B solely from the Hotel Tax Revenues, and earnings thereon, as and in the manner and in the priorities set forth in the Covered Indenture. Neither the general credit nor the taxing power of the Issuer, the County, the Commonwealth of Pennsylvania or any political subdivision thereof is pledged to the payment of amounts payable under this Agreement, and this Agreement shall not be or deemed obligations of the County of Lancaster, the Commonwealth of Pennsylvania or any political subdivision thereof. Party B has no taxing power.

(j) **Additional Definitions.** Section 12 is hereby amended by adding the following definitions:

“Act” means the Third Class County Convention Center Authority Act, Act of December 27, 1994, P.L. 1375, as amended and supplemented.

“Affiliate” will have the meaning specified in Section 12 of this Agreement with respect to Party A.

“Bonds” means Party B’s Amended and Restated Hotel Room Rental Tax Revenue Bonds, Series of 2003 and Party B’s Amended and Restated Hotel Room Rental Tax Revenue Bonds, Series of 2007 and any Bonds issued under the Covered Indenture to refund other Bonds.

“County” means the County of Lancaster, Pennsylvania.

“Covered Indenture” means (i) the Trust Indenture dated as of March 15, 2007 between Party B and Manufacturers and Traders Trust Company and (ii) the Trust Indenture dated as of December 15, 2003 between Party B and Manufacturers and Traders Trust Company, as amended by the First Supplemental Trust Indenture dated as of March 15, 2007, each as amended and restated by the Amended and Restated Trust

Indenture dated as of October 3, 2011, by and between Party B and Manufacturer's and Traders Trust Company as may be amended from time to time.

"Credit Agreement" means the Continuing Covenant Agreement by and between Party A and Party B, dated as of October 3, 2011 (as it may be modified, amended or supplemented from time to time).

Government Entity. As used in this Agreement, "Government Entity" means Party B.

"Guaranty Agreement" means the Guaranty Agreement dated as of December 15, 2003 between Lancaster County, Pennsylvania, Party B and the trustee for Party B's Hotel Room Tax Revenue Bonds, Series 2003.

"Hotel Room Rental Tax" means the Hotel Room Rental Tax imposed by the County pursuant to the provisions of Section 3 of the Act and the Hotel Tax Ordinance.

"Hotel Tax Ordinance" means Ordinance No. 45 Lancaster County Hotel Room Rental Tax enacted by the Lancaster County Board of County Commissioners on September 15, 1999 with an effective date of January 1, 2000.

"Hotel Tax Revenues" means all monies transferred by the County Treasurer of the County to Party B pursuant to Section C of the Hotel Tax Ordinance and derived from the revenues received by the County Treasurer from the Hotel Room Rental Tax.

(k) **Compliance with Covered Agreement.** Party B will comply with all provisions of the Covered Indenture and the Credit Agreement (together, the "Covered Agreement"); and will not amend any provision of the Covered Agreement (a) that (i) relates to the obligations of Party B under this Agreement or (ii) has a material impact on such obligations and (b) that adversely affects the interests of Party A without the prior written consent of Party A. Party B will send a copy of any executed amendment to the Covered Agreement to Party A. In the event the Covered Agreement ceases to be in effect for any reason, including, without limitation, defeasance of the Bonds, prior to the termination of this Agreement, the provisions of the Covered Agreement (other than those provisions requiring payments in respect of bonds, notes, warrants or other similar instruments issued in connection with the Covered Agreement) will remain in full force and effect for purposes of this Agreement as though set forth herein until such date on which all of the obligations of Party B under this Agreement have been fully satisfied.

(l) **Security and Source of Payments.**

(i) Party B agrees that Party B's obligations to make regularly scheduled payments under this Agreement and each Transaction hereunder are "Parity Periodic Swap Payments" and its obligations to pay any amount payable in respect of an Early Termination Date are "Parity Swap Termination Payments" under the Indenture.

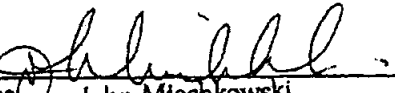
(ii) Party B further agrees that Parity Periodic Swap Payments and Parity Swap Termination Payments are, and pursuant to the Indenture, are designated to be, secured by the Trust Estate on parity, equally and ratably, with the security interest therein of the Holders of the Bonds.

For purposes of this paragraph (l), capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the Covered Indenture.


(m) **Amendment and Restatement.** The Master Agreement (including the Schedule) between the parties dated as of March 28, 2007 (the "Prior Agreement") is hereby amended and restated in its entirety in the form of this Agreement (including this Schedule). Any transaction (however described or defined) existing under the Prior Agreement shall be a Transaction governed by this Agreement, and any confirmation (however described or defined) under the Prior Agreement for any such transaction shall be a Confirmation under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Schedule by their duly authorized signatories as of the date hereof.

WELLS FARGO BANK, N.A.

By: 
Name: John Miechkowski
Title: Authorized Signatory

LANCASTER COUNTY CONVENTION CENTER AUTHORITY

By: 
Name: Kevin F. Fan
Title: CHAIRMAN

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