









(c) Keeping of Books. Keep proper, accurate and complete books of record and account, in which full and correct entries shall be made of financial transactions and the assets and operations of the Authority.

(d) Guaranty Agreement. Observe, in all respects, its obligations under the Guaranty Agreement.

(e) Repayment of Amounts Advanced. At any time after the County shall have paid such amount or amounts as at that time shall be required to pay the County Obligation, in accordance with the provisions of the Guaranty Agreement or shall have paid any costs, fees or expenses guaranteed thereby, to repay to the County the amount or amounts actually advanced by the County, together with interest on such amounts, all in accordance with the terms of this Agreement and the Indenture.

7. Subrogation. To the extent that it makes any payments to fund the Required Reserve Amount in respect of the Note or any payments of principal of or interest on the Bonds, the County shall be subrogated to all rights of the holder receiving such payments as against the Authority in respect thereof; provided that the County shall not be entitled to enforce or to receive any payments from the Authority except pursuant to the provisions of Section 5.01(b)(iii) of the Indenture.

8. Amendments, Etc. No amendment, waiver or consent of any provision of this Agreement shall in any event be effective unless the same shall be in writing and executed by the County, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

9. No Waiver; Remedies Cumulative. No failure on the part of the County to exercise, and no delay in exercising, any right hereunder or elsewhere shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder or elsewhere preclude any other or further exercise thereof or the exercise of any other right.

10. Continuing Obligation. This Agreement and the Guaranty Agreement are continuing obligations and shall: (i) be binding upon the Authority and the County and their respective successors and assigns; and (ii) inure to the benefit of and be enforceable by the Authority and the County and their respective successors and assigns; provided that the Authority may not assign all or any part of this Agreement without the prior written consent of the County.

11. Indemnification. The Authority hereby indemnifies and holds harmless the County from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which the County may incur (or which may be claimed against the County by any person or entity whatsoever) by reason of or in connection with the execution and delivery of, or payment or failure to pay under, the Guaranty Agreement; provided the Authority shall not be required to indemnify the County for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by: (a) the willful misconduct or gross negligence of the County; or (b) the County's willful failure to pay under the Guaranty Agreement. Nothing in this Section is intended to limit the Authority's reimbursement obligation contained in paragraph (a) of Section 2 hereof. Notwithstanding anything contained herein to the contrary, any payments

made to satisfy the obligations of the Authority under this Section 11 may only be made from monies available in the Operating and Administrative Expense Account of the Surplus Fund.

12. No Recourse. No recourse under or upon any obligation, covenant or agreement contained herein, in the Indenture, in the Note, or in the Bonds, or because of any indebtedness secured hereby shall be had against any past, present or future member, officer or employee of the Authority or the County or of any successor of the Authority or the County under any rule of law, statute or constitutional provision, or by enforcement of any assessment or by any legal or equitable proceeding or otherwise, it expressly being agreed and understood that the obligations of the Authority hereunder, under the Note, and under the Bonds and elsewhere are solely corporate obligations of the Authority and that no personal liability whatsoever shall attach to or shall be incurred by such members, officers or employees of the Authority or of any successor of the Authority, or any of them, because of such indebtedness or by reason of any obligation, covenant or agreement contained herein, in the Note, in the Bonds or elsewhere, or implied therefrom.

13. Conflicts. Insofar as possible the provisions of this Agreement shall be deemed complementary to the terms of the Guaranty Agreement but in the event of conflict the terms hereof shall control to the extent such are enforceable under applicable law, provided, however, that nothing herein contained shall limit or alter the County's obligations under the Guaranty Agreement.

14. Severability. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent that it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in favor of the County in order to effect the provisions of this Agreement.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the domestic internal laws (but not the law of conflicts of law) of the Commonwealth.

16. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Authority and the County have each caused this Agreement to be duly executed by its duly authorized officers, and its seal affixed hereon, and this Agreement delivered in its name as of the date first above written.

COUNTY OF LANCASTER, PENNSYLVANIA

By: *P. Stekey*  
Chair

(SEAL)

Attest: *Audra McCall*  
Chief Clerk

LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY

By: *[Signature]*  
Chair

(SEAL)

Attest: *Sharon V. Nelson*  
Secretary

Acknowledged by:

MANUFACTURERS AND TRADERS  
TRUST COMPANY

By: *[Signature]*  
Authorized Officer

*[Signature page to Reimbursement Agreement]*

IN WITNESS WHEREOF, the Authority and the County have each caused this Agreement to be duly executed by its duly authorized officers, and its seal affixed hereon, and this Agreement delivered in its name as of the date first above written.

**COUNTY OF LANCASTER, PENNSYLVANIA**

By: *James P. Stucky*  
Chair

(SEAL)

Attest: *Andrea Miller*  
Chief Clerk

**LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY**

By: *Debra*  
Chair

(SEAL)

Attest: *Sharon V. Nelson*  
Secretary

Acknowledged by:

MANUFACTURERS AND TRADERS  
TRUST COMPANY

By: \_\_\_\_\_  
Authorized Officer

*[Signature page to Reimbursement Agreement]*