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“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and any successor statute of similar import, and regulations thereunder, in each case as in effect from time to time. References to Sections of ERISA shall be construed also to refer to any successor Sections.

“*Event of Default*” with respect to this Agreement has the meaning ascribed to that term in Section 7.01 of this Agreement and, with respect to any Related Document, has the meaning assigned therein.

“*Event of Taxability*” means (i) a change in Law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Borrower, or the failure to take any action by the Borrower, or the making by the Borrower of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bondholder or any former Bondholder for federal income tax purposes with respect to the Bonds.

“*Excess Interest Amount*” has the meaning ascribed to that term in Section 3.04 hereof.

“*Excluded Taxes*” means, with respect to the Bank or any Bondholder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which the Bank or such Bondholder is organized or in which its principal office is located, and (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the Borrower is located.

“*Executive Order*” has the meaning ascribed to such term in Section 5.01(v) hereof.

“*Existing Swap*” means the “*Swap*” as defined in the Indenture.

“*Facilities*” means the Convention Center and any other Property of the Borrower.

“*Federal Funds Rate*” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a

whole multiple of one-hundredth of one percent) charged to Wells Fargo Bank, National Association on such day on such transactions as determined by Wells Fargo Bank, National Association.

“*Fiscal Year*” means, with respect to the Borrower, the period beginning on January 1 of each year and ending on the next succeeding December 31, or any other twelve-month, or fifty-two week, period hereafter selected and designated as the official fiscal year period of the Borrower.

“*Fitch*” means Fitch, Inc., and its successors and assigns.

“*FRB*” means the Board of Governors of the Federal Reserve System of the United States, together with any successors thereof.

“*Generally Accepted Accounting Principles*” or “*GAAP*” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“*Governmental Approval*” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, registration or filing with, or a report to any Governmental Authority.

“*Governmental Authority*” means the government of the United States or any other nation or any political subdivision thereof or any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government (including any supra national bodies such as the European Union or European Central Bank), or any arbitrator, mediator or other Person with authority to bind a party at law.

“*Guarantee*” means, as to any Person, any (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Debt or other obligation payable or performable by another Person (the “*primary obligor*”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Debt or other obligation of the payment or performance of such Debt or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Debt or other

obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Debt or other obligation of any other Person, whether or not such Debt or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Debt to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"*Hazardous Materials*" shall mean all materials of any kind which are flammable, explosive, toxic, radioactive or otherwise hazardous to animal or plant life or the environment, including, without limitation, "hazardous wastes," "hazardous substances" and "contaminants," as such terms are defined by Environmental Law.

"*Hotel Tax Revenues*" has the meaning ascribed to such term in the Indenture.

"*Indemnified Taxes*" means Taxes other than Excluded Taxes.

"*Indemnitee*" has the meaning ascribed to such term in Section 8.01 hereof.

"*Indenture*" has the meaning ascribed to such term in the recitals hereof.

"*Index Interest Rate*" has the meaning ascribed to such term in the Indenture.

"*Index Interest Rate Period*" has the meaning ascribed to such term in the Indenture.

"*Investor Letter*" has the meaning ascribed to such term in Section 9.13(c) hereof.

"*Law*" means any treaty or any federal, regional, state and local law, statute, rule, ordinance, regulation, code, license, authorization, decision, injunction, interpretation, order or decree of any court or other Governmental Authority.

"*Liabilities*" has the meaning ascribed to such term in Section 8.01 hereof.

"*LIBOR Index Reset Date*" has the meaning ascribed to such term in the Indenture.

"*Licenses*" means and includes, collectively, any and all licenses, operating permits, franchises, certifications, certificates, accreditations, consents, and other authorizations and approvals by any Governmental Authority, now or hereafter existing with respect to the acquisition, renovation, expansion, leasing, ownership, or operation of the Convention Center.

"*Lien*" means any mortgage, lien, security interest, pledge, charge or encumbrance of any kind in respect of any Property, including the interests of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention arrangement, and any easement, right of way or other encumbrance on title to the Property.

"Majority Bondholder" means the Bondholders with a majority of the aggregate principal amount of Bonds from time to time. As of the Effective Date, Wells Fargo Municipal Capital Strategies, LLC shall be the Majority Bondholder.

"Mandatory Purchase Date" means the date on which the Bonds are subject to mandatory tender for purchase on the last day of the Index Interest Rate Period pursuant to Section 2.06(e) of the Indenture.

"Mandatory Purchase Price" means an amount equal to 100% of the principal amount of the Bonds subject to mandatory tender for purchase on the Mandatory Purchase Date, plus accrued interest to the date of purchase.

"Margin Stock" has the meaning ascribed to such term in Regulation U promulgated by the FRB, as now and hereafter from time to time in effect.

"Material Adverse Effect" means: (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower; (b) a material impairment of the ability of the Borrower to perform its obligations under any Related Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Related Document to which it is a party.

"Maximum Lawful Rate" means the maximum rate of interest on the relevant obligation permitted by applicable law.

"Moody's" means Moody's Investors Service, Inc., and its successors and assigns.

"Non-Bank Transferee" has the meaning ascribed to such term in Section 9.13(c) hereof.

"Obligations" means all amounts payable by the Borrower pursuant to this Agreement and the other Related Documents (including any amounts to reimburse the Bank for any advances or expenditures by it under any of such documents).

"OFAC" has the meaning ascribed to such term in Section 5.01(v) hereof.

"Other Taxes" has the meaning ascribed to such term in Section 3.06(a) hereof.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107-56 (signed into law October 26, 2001).

"PDCVB" means the Pennsylvania Dutch Convention & Visitors Bureau.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"Prime Rate" means on any day, the rate of interest per annum then most recently established by Wells Fargo Bank, National Association as its "prime rate." Any such rate is a general reference rate of interest, may not be related to any other rate, may not be the lowest or best rate actually charged by Wells Fargo Bank, National Association to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Wells Fargo Bank, National Association may make various business or other loans at rates of interest having no relationship to such rate. If Wells Fargo Bank, National Association ceases to exist or to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible, whether now owned or hereafter acquired.

"Property Taxes" means all taxes, payments in lieu of taxes, water rents, ground rents, sewer rents, assessments and other governmental or municipal or public or private dues, charges and levies and any liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Property or any part thereof, or upon any leases, or upon the rents, issues, income or profits thereof, whether any or all of the aforementioned be levied directly or indirectly or as excise taxes or as income taxes, or otherwise.

"Purchase Price" has the meaning ascribed to such term in Section 2.01(a) hereof.

"Rating Agency" means any of S&P, Moody's and Fitch, as applicable.

"Related Documents" means this Agreement, the Bonds, the Indenture, the Existing Swap, the Collaboration Agreement, the Tax Certificate, the County Guaranty and any amendments or supplements to any of the foregoing.

"Remarketing Agent" has the meaning ascribed to such term in the Indenture.

"Resolution" means the Resolution adopted by the Borrower June 6, 2014, authorizing the issuance of the Bonds and the execution and delivery of the Related Documents by the Borrower.

"Revenues" has the meaning ascribed to such term in the Indenture.

"Risk-Based Capital Guidelines" means (i) the risk-based capital guidelines in effect in the United States, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, and its successors and assigns.

“*Swap*” means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a “*Master Agreement*”), including any such obligations or liabilities under any Master Agreement.

“*Tax Certificate*” means that certain Nonarbitrage Certificate and Compliance Agreement of the Borrower dated August 1, 2014.

“*Taxable Date*” means the date on which interest on the Bonds is first includable in gross income of the Bondholder (including, without limitation, any previous Bondholder) thereof as a result of an Event of Taxability as such a date is established pursuant to a Determination of Taxability.

“*Taxable Period*” has the meaning ascribed to such term in Section 3.03 hereof.

“*Taxable Rate*” means, with respect to a Taxable Period, the product of (i) the average Index Interest Rate during such period and (ii) 1.53846.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees, Property Taxes or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“*Term Loan Agreement*” means the \$750,000 term loan extended by the Bank to the Borrower under that Loan Agreement, dated concurrently herewith, between the Bank and the Borrower, expiring on December 1, 2014, as the same may be amended, modified, supplemented, extended, renewed or restated, from time to time.

“*Trust Estate*” has the meaning ascribed to such term in the Indenture.

“*Trustee*” has the meaning ascribed to such term in the recitals hereof.

“Unremarketed Bonds” means Bonds with respect to which the Bank has not received payment of the Mandatory Purchase Price, if any, on the Mandatory Purchase Date.

Section 1.02. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.03. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, to the singular include the plural and to the part include the whole. The word “including” shall be deemed to mean “including but not limited to,” and “or” has the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The Section headings contained in this Agreement and the table of contents preceding this Agreement are for reference purposes only and shall not control or affect the construction of this Agreement or the interpretation thereof in any respect. Section, subsection and exhibit references are to this Agreement unless otherwise specified.

Section 1.04. Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared, in accordance with GAAP. In the event of changes to GAAP which become effective after the Effective Date, the Borrower and the Bank agree to negotiate in good faith appropriate revisions of this Agreement so as to perpetuate the meaning and effect of such provisions as originally negotiated and agreed upon.

Section 1.05. Relation to Other Documents; Acknowledgment of Different Provisions of Related Documents; Incorporation by Reference. (a) Nothing in this Agreement shall be deemed to amend, or relieve the Borrower of its obligations under any Related Documents to which it is a party. Conversely, to the extent that the provisions of any Related Document allow the Borrower to take certain actions, or not to take certain actions, with regard for example to permitted liens, incurrence of Debt, transfers of assets, maintenance of financial ratios and similar matters, the Borrower nevertheless shall be fully bound by the provisions of this Agreement.

(b) Except as provided in subsection (c) of this Section 1.05, all references to other documents shall be deemed to include all amendments, modifications and supplements thereto to the extent such amendment, modification or supplement is made in accordance with the provisions of such document and this Agreement.

(c) All provisions of this Agreement making reference to specific Sections of any Related Document shall be deemed to incorporate such Sections into this Agreement by reference as though specifically set forth herein (with such changes and modifications as may be herein provided) and shall continue in full force and effect with respect to this Agreement notwithstanding payment of all amounts due under or secured by the Related Documents, and, except as provided in the next sentence, the termination or defeasance thereof or any amendment thereto or any waiver given in connection therewith, so long as this Agreement is in effect and

until all Obligations are paid in full. No amendment, modification, consent, waiver or termination with respect to any of such Sections shall be effective as to this Agreement until specifically agreed to in writing by the parties hereto with specific reference to this Agreement.

ARTICLE II

PURCHASE OF BONDS

Section 2.01. Purchase of Bonds. (a) *Purchase Price.* Upon the conditions set forth in Article IV hereof and based on the representations, warranties and covenants of the Borrower set forth herein, the Bank hereby agrees to purchase from the Borrower and the Borrower hereby agrees to sell to the Bank, all, but not less than all, of the Bonds at the purchase price of \$62,595,000 representing the aggregate principal amount of the Bonds (the "*Purchase Price*").

(b) *Closing.* On the Effective Date, the Borrower shall deliver to the Bank the documents described in Article IV hereof. Upon delivery of such documents, the Bank will pay the full Purchase Price for the Bonds in immediately available federal funds payable to the Trustee on behalf of the Borrower. One fully registered Bond, in the aggregate principal amount equal to the Purchase Price, shall be issued to and registered in the name of the Bank, or as otherwise directed by the Bank. The Bonds shall be so issued and registered to and held by the Bank, or as otherwise directed by the Bank.

ARTICLE III

THE BORROWER'S OBLIGATIONS

Section 3.01. Payment Obligations. (a) The Borrower hereby unconditionally, irrevocably and absolutely agrees to make prompt and full payment of all payment obligations owed to the Bank under the Related Documents (including without limitation all payments with respect to the Bonds) and to pay any other Obligations owing to the Bank whether now existing or hereafter arising, irrespective of their nature, whether direct or indirect, absolute or contingent, with interest thereon at the rate or rates provided in this Agreement and every other Related Document with respect to such Obligations. All interest payable and owing hereunder shall be calculated on an actual/360 basis.

(b) In the event the Bank has not received the Mandatory Purchase Price on the Mandatory Purchase Date, the Borrower shall cause the Unremarketed Bonds to be redeemed in full on the Mandatory Purchase Date.

(c) The Borrower shall pay within thirty (30) days after demand:

(i) if an Event of Default shall have occurred, all reasonable costs and expenses of the Bank in connection with the enforcement (whether by means of legal proceedings or otherwise) of any of its rights under this Agreement, the other Related Documents and such other documents which may be delivered in connection therewith;

(ii) a fee for each amendment of any Related Document or any consent or waiver by the Bank with respect to any Related Document, in each case, in a minimum amount of \$2,500 plus the reasonable fees and expenses of any counsel retained by the Bank in connection therewith;

(iii) the reasonable fees and out-of-pocket expenses for counsel or other reasonably required consultants to the Bank in connection with advising the Bank as to its rights and responsibilities under this Agreement and the other Related Documents or in connection with responding to requests from the Borrower for approvals, consents and waivers; and

(iv) any amounts advanced by or on behalf of the Bank to the extent required to cure any Default, Event of Default or event of nonperformance hereunder or any Related Document, together with interest at the Default Rate.

In addition, if at any time any Governmental Authority shall require revenue or other documentary stamps or any other tax in connection with the execution or delivery of this Agreement or other Related Documents, then, if the Borrower lawfully may pay for such stamps, taxes or fees, the Borrower shall pay, when due and payable, for all such stamps, taxes and fees, including interest and penalties thereon, and the Borrower agrees, to the extent permitted by law, to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay of the Borrower in paying, or omission of the Borrower to pay, such stamps, taxes and fees hereunder.

Section 3.02. Default Rate. Upon the occurrence and during the continuance of an Event of Default, the Obligations of the Borrower hereunder shall bear interest at the Default Rate, which shall be payable by the Borrower to each Bondholder (or, if applicable, the Bank) upon demand therefor and be calculated on the basis of a 360-day year and actual days elapsed.

Section 3.03. Determination of Taxability. (i) In the event a Determination of Taxability occurs, to the extent not payable to each Bondholder (or to the Bank for the period that it was the Bondholder of any of the Bonds) under the terms of the Indenture and the Bonds, the Borrower hereby agrees to pay to each Bondholder (or, if applicable, the Bank) on demand therefor (1) an amount equal to the difference between (A) the amount of interest that would have been paid to such Bondholder (or, if applicable, the Bank) on the Bonds during the period for which interest on the Bonds is included in the gross income of such Bondholder (or, if applicable, the Bank) if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date (the "*Taxable Period*"), and (B) the amount of interest actually paid to the Bondholder (or, if applicable, the Bank) during the Taxable Period, and (2) an amount equal to any interest, penalties or charges owed by such Bondholder (or, if applicable, the Bank) as a result of interest on the Bonds becoming included in the gross income of such Bondholder (or, if applicable, the Bank), together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by such Bondholder (or, if applicable, the Bank) in connection therewith;

(ii) Subject to the provisions of clause (iii) below, such Bondholder (or, if applicable, the Bank) shall afford the Borrower the opportunity, at the Borrower's sole cost and expense, to

contest (1) the validity of any amendment to the Code which causes the interest on the Bonds to be included in the gross income of such Bondholder (or, if applicable, the Bank) or (2) any challenge to the validity of the tax exemption with respect to the interest on the Bonds, including the right to direct the necessary litigation contesting such challenge (including administrative audit appeals); and

(iii) As a condition precedent to the exercise by the Borrower of its right to contest set forth in clause (ii) above, the Borrower shall, on demand, immediately reimburse such Bondholder (or, if applicable, the Bank) for any and all expenses (including attorneys' fees for services that may be required or desirable, as determined by such Bondholder (or, if applicable, the Bank) in its sole discretion) that may be incurred by the Bondholder (or, if applicable, the Bank) in connection with any such contest, and shall, on demand, immediately reimburse the Bondholder (or, if applicable, the Bank) for any and all penalties or other charges payable by such Bondholder (or, if applicable, the Bank) for failure to include such interest in its gross income.

Section 3.04. Maximum Lawful Rate. (i) If the amount of interest payable for any period in accordance with the terms hereof or the Bonds exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Lawful Rate, then interest for such period shall be payable in an amount calculated at the Maximum Lawful Rate.

(ii) Any interest that would have been due and payable for any period but for the operation of the immediately preceding subclause (i) shall accrue and be payable as provided in this subclause (ii) and shall, less interest actually paid to each Bondholder for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date, then the principal amount with respect to which interest is payable shall bear interest at the Maximum Lawful Rate until payment to each Bondholder of the entire Excess Interest Amount.

(iii) Notwithstanding the foregoing, on the date on which no principal amount with respect to the Bonds remains unpaid, the Borrower shall pay to each Bondholder a fee equal to any accrued and unpaid Excess Interest Amount.

Section 3.05. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity ratio, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or advances, loans or other credit extended or participated in by, the Bank, any Credit Protection Provider or any Bondholder;

(ii) subject the Bank, any Credit Protection Provider or any Bondholder to any Taxes of any kind whatsoever with respect to this Agreement or the Bond, or change the basis of taxation of payments to the Bank or such Bondholder in respect thereof (except

for Indemnified Taxes covered by Section 3.06 and the imposition of, or any change in the rate of any Excluded Tax payable by the Bank or such Bondholder); or

(iii) impose on the Bank, any Credit Protection Provider or any Bondholder any other condition, cost or expense affecting this Agreement or the Bonds;

and the result of any of the foregoing shall be to increase the cost to the Bank, any Credit Protection Provider or such Bondholder of owning the Bonds or to reduce the amount of any sum received or receivable by the Bank, such Credit Protection Provider or such Bondholder hereunder or under the Bonds (whether of principal, interest or any other amount) then, upon written request of the Bank, any Credit Protection Provider or such Bondholder as set forth in clause (c) of this Section, the Borrower shall promptly pay to the Bank, such Credit Protection Provider or such Bondholder, as the case may be, such additional amount or amounts as will compensate the Bank or such Bondholder, as the case may be, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Bank, any Credit Protection Provider or any Bondholder determines that any Change in Law affecting the Bank, such Credit Protection Provider or such Bondholder or the Bank's, such Credit Protection Provider's or such Bondholder's parent or holding company, if any, regarding capital requirements, has or would have the effect of reducing the rate of return on the Bank's, such Credit Protection Provider's or such Bondholder's capital or the capital of the Bank's, such Credit Protection Provider's or such Bondholder's parent or holding company holding, if any, as a consequence of this Agreement, or ownership of the Bonds, to a level below that which the Bank, such Credit Protection Provider or such Bondholder or the Bank's, such Credit Protection Provider's or such Bondholder's parent or holding company could have achieved but for such Change in Law (taking into consideration the Bank's, such Credit Protection Provider's or such Bondholder's policies and the policies of the Bank's, such Credit Protection Provider's or such Bondholder's parent or holding company with respect to capital adequacy), then from time to time upon written request of the Bank, such Credit Protection Provider or such Bondholder as set forth in clause (c) of this Section, the Borrower shall promptly pay to the Bank, such Credit Protection Provider or such Bondholder, as the case may be, such additional amount or amounts as will compensate the Bank, such Credit Protection Provider or such Bondholder or the Bank's, such Credit Protection Provider's or such Bondholder's parent or holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank, any Credit Protection Provider or any Bondholder setting forth the amount or amounts necessary to compensate the Bank, any such Credit Protection Provider or any such Bondholder or the Bank's, any such Credit Protection Provider's or any such Bondholder's parent or holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent manifest error. The Borrower shall pay the Bank, such Credit Protection Provider or any such Bondholder, as the case may be, the amount shown as due on any such certificate within thirty (30) days after receipt thereof.

(d) *Delay in Requests.* Failure or delay on the part of the Bank, any such Credit Protection Provider or any such Bondholder to demand compensation pursuant to this Section

shall not constitute a waiver of the Bank's, any such Credit Protection Provider's or any such Bondholder's right to demand such compensation.

(e) *Survival.* Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the Borrower thereunder and hereunder.

Section 3.06. Net of Taxes, Etc.

(a) Any and all payments to the Bank or any Bondholder by the Borrower hereunder or with respect to the Bonds shall be made free and clear of and without deduction or withholding for any and all Indemnified Taxes. If the Borrower shall be required by law to deduct or withhold any Indemnified Taxes imposed by the United States of America or any political subdivision thereof from or in respect of any sum payable hereunder or with respect to the Bonds, then (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Bank or such Bondholder receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions and (iii) the Borrower shall timely pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. If the Borrower shall make any payment under this Section to or for the benefit of the Bank or such Bondholder with respect to Indemnified Taxes and if the Bank or such Bondholder shall claim any credit or deduction for such Indemnified Taxes against any other taxes payable by the Bank or such Bondholder to any taxing jurisdiction in the United States of America then the Bank or such Bondholder shall pay to the Borrower an amount equal to the amount by which such other taxes are actually reduced; *provided*, that the aggregate amount payable by the Bank or such Bondholder pursuant to this sentence shall not exceed the aggregate amount previously paid by the Borrower with respect to such Indemnified Taxes. In addition, the Borrower agrees to pay any present or future stamp, recording or documentary taxes and any other excise or property taxes, charges or similar levies that arise under the laws of the United States of America or any state of the United States from any payment made hereunder or under the Bonds or from the execution or delivery of this Agreement or the Bonds, or otherwise with respect to this Agreement or the Bonds (hereinafter referred to as "*Other Taxes*"). The Bank or such Bondholder shall provide to the Borrower within a reasonable time a copy of any written notification it receives with respect to Indemnified Taxes or Other Taxes owing by the Borrower to the Bank or such Bondholder hereunder; *provided*, that the Bank or such Bondholder's failure to send such notice shall not relieve the Borrower of its obligation to pay such amounts hereunder.

(b) The Borrower shall, to the fullest extent permitted by law and subject to the provisions hereof, pay the Bank or such Bondholder for the full amount of Indemnified Taxes and Other Taxes including any Indemnified Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Section paid by the Bank or such Bondholder or any liability (including penalties, interest and reasonable expenses) arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other

Taxes were correctly or legally asserted; *provided*, that the Borrower shall not be obligated to pay the Bank or such Bondholder for any penalties, interest or expenses relating to Indemnified Taxes or Other Taxes arising from the Bank or such Bondholder's gross negligence or willful misconduct. The Bank or such Bondholder agrees to give notice to the Borrower of the assertion of any claim against the Bank or such Bondholder relating to such Indemnified Taxes or Other Taxes as promptly as is practicable after being notified of such assertion; *provided*, that the Bank or such Bondholder's failure to notify the Borrower promptly of such assertion shall not relieve the Borrower of its obligation under this Section. Payments by the Borrower pursuant to this Section shall be made within thirty (30) days from the date the Bank or such Bondholder makes written demand therefor, which demand shall be accompanied by a certificate describing in reasonable detail the basis thereof. The Bank or such Bondholder agrees to repay to the Borrower any refund (including that portion of any interest that was included as part of such refund) with respect to Indemnified Taxes or Other Taxes paid by the Borrower pursuant to this Section received by the Bank or such Bondholder for Indemnified Taxes or Other Taxes that were paid by the Borrower pursuant to this Section and to contest, with the cooperation and at the expense of the Borrower, any such Indemnified Taxes or Other Taxes which the Bank or such Bondholder or the Borrower reasonably believes not to have been properly assessed.

(c) Within thirty (30) days after the date of any payment of Indemnified Taxes by the Borrower, the Borrower shall furnish to the Bank or such Bondholder, as applicable, the original or a certified copy of a receipt evidencing payment thereof.

(d) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section shall survive the termination of this Agreement and the payment in full of the Bonds and the obligations of the Borrower thereunder and hereunder.

Section 3.07. Obligations Absolute. The payment obligations of the Borrower under this Agreement shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including without limitation the following:

(a) any lack of validity or enforceability of this Agreement, the Bonds or any of the other Related Documents;

(b) any amendment or waiver of or any consent to departure from all or any of the Related Documents;

(c) the existence of any claim, set-off, defense or other right which the Borrower may have at any time against the Bank, any other Bondholder or any other person or entity, whether in connection with this Agreement, the other Related Documents, the transactions contemplated herein or therein or any unrelated transaction;
or

(d) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

Notwithstanding this Section, the Bank acknowledges the Borrower may have the right to bring a collateral action with respect to one or more of the foregoing circumstances. The Borrower's payment obligations shall remain in full force and effect pending the final disposition of any such action. All fees payable pursuant to this Agreement shall be deemed to be fully earned when due and non-refundable when paid.

Section 3.08. Funding Indemnity. In the event the Bank shall incur any loss, cost, or expense (including, without limitation, any loss, cost, or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired or contracted to be acquired by the Bank to purchase or hold the Bonds or the relending or reinvesting of such deposits or other funds or amounts paid or prepaid to the Bank) as a result of any redemption or conversion of the Bonds on a date other than an LIBOR Index Reset Date for any reason, whether before or after default, and whether or not such payment is required by any provision of this Agreement or the Indenture, then upon the demand of the Bank, the Borrower shall pay to the Bank a redemption or conversion premium, as applicable in such amount as will reimburse the Bank for such loss, cost, or expense. If the Bank requests such redemption or conversion premium, as applicable it shall provide to the Borrower a certificate setting forth the computation of the loss, cost, or expense giving rise to the request for such redemption or conversion premium, as applicable in reasonable detail and such certificate shall be conclusive if reasonably determined.

Section 3.09. Bank Consent to Subsequent Index Interest Rate Period. (a) So long as the Bank is the Bondholder, on or before the date one hundred twenty (120) days prior to the end of the Index Interest Rate Period, the Borrower may provide written notice to the Bank, in the form of Exhibit B hereto, of its desire to change the interest rate mode of the Bonds (including conversion to a new Index Interest Rate Period) and requesting the Bank to purchase such Bonds in such new Index Interest Rate Period (or to provide the liquidity or credit enhancement necessary to facilitate the conversion of the Bonds to such new interest rate mode). The Bank will make reasonable efforts to respond to such request within sixty (60) days after receipt of all information necessary, in the Bank's reasonable judgment, to permit the Bank to make an informed credit decision. The Bank may, in its sole and absolute discretion, decide to accept or reject any such request and no consent shall become effective unless the Bank shall have consented thereto in writing. In the event the Bank fails to definitively respond to such request within such sixty (60) day period, the Bank shall be deemed to have refused to grant such request. The consent of the Bank, if granted, shall be conditioned upon the preparation, execution and delivery of documentation in form and substance satisfactory to the Bank (which may include, but not be limited to the delivery of a "no adverse effect opinion" of Bond Counsel to the Bank with respect to the tax-exempt status of the Bonds as a result of such conversion and interest rate setting). In the event the Borrower and the Bank fail to document in writing their agreement of the proposed rate(s) and terms of the succeeding period(s), the Borrower shall continue to be required to repurchase the Bonds on the Mandatory Purchase Date for a purchase price of 100% of the par amount plus accrued interest to the Mandatory Purchase Date. By providing notice to the Bank in the form of Exhibit B hereto, the Borrower shall be deemed to represent and warrant that (a) no Default or Event of Default has occurred and is continuing, (b)

no event has occurred and is continuing that could reasonably be expected to result in a Material Adverse Effect and (c) all representations and warranties of the Borrower made in this Agreement are true and correct and are deemed to be made as of the date of such request. If the Bank and the Borrower agree to the terms for the Bonds upon such conversion and the interest rate that the Bonds shall bear following the change shall meet the requirements of the second paragraph of Section 2.04(a) of the Indenture, the Borrower and Bank may cause conversion of the Bonds by the process described in Section 2.04(b) of the Indenture.

ARTICLE IV

CONDITIONS PRECEDENT TO PURCHASE OF BONDS

Section 4.01. Documentary Requirements. The obligation of the Bank to purchase the Bonds is subject to the conditions precedent that the Bank shall have received, on or before the Effective Date, the items listed below in this Section, each dated and in form and substance as is satisfactory to the Bank.

(a) The following authorizing documents:

(i) copies of the resolutions of the governing body of the Borrower approving the execution and delivery of the Related Documents to which the Borrower is a party, approving the form of the Related Documents to which it is not a party and the other matters contemplated hereby, certified by an Authorized Representative as being true and complete and in full force and effect on the Effective Date;

(ii) the organizational documents of the Borrower, certified to be in full force and effect as of a date not more than thirty (30) days preceding the Effective Date by an appropriate official of the State and certified by an Authorized Representative to be in full force and effect on the Effective Date;

(iii) the audited annual financial statements of the Borrower for the Fiscal Year ended December 31, 2012, together with internally prepared financial statements of the Borrower for each fiscal quarter(s) ended since the end of such Fiscal Year; and

(v) a certificate dated the Effective Date and executed by an Authorized Representative certifying the names and signatures of the persons authorized to sign, on behalf of the Borrower, the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(b) The following financing documents:

(i) an executed original or certified copy, as applicable, of each of the Related Documents; and

(ii) the Bond.

(c) The following opinions, dated the Effective Date and addressed to the Bank or on which the Bank is otherwise expressly authorized to rely:

(i) from counsel to the Borrower, as to the due execution and delivery of the Related Documents, the enforceability of each Related Document to which the Borrower is a party and such other customary matters as the Bank may reasonably request;

(ii) from Bond Counsel, to the effect that (A) the Bonds and the Indenture, the Tax Certificate and this Agreement (collectively, the "*Borrower Documents*") have been duly authorized, executed and delivered by the Borrower and constitute valid, binding and enforceable obligations of the Borrower except as the enforceability of the same may be subject to bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting creditors' rights, and to the exercise of judicial discretion in appropriate cases, (B) under the laws of the Commonwealth of Pennsylvania as enacted and construed on the Effective Date, the Bonds are exempt from personal property taxes in Pennsylvania, and the interest on the Bonds is exempt from Pennsylvania personal income tax and Pennsylvania corporate net income tax, and (C) the interest on the Bonds (x) is excluded from gross income for federal income tax purposes and (y) is not an item of tax preference within the meaning of Section 57 of the Code, for purposes of the federal alternative minimum tax imposed by Section 55 of the Code on individuals and corporations; and

(iii) from external counsel to the County, as to the due authorization, execution, delivery and enforceability of the County Guaranty, and such other customary matters as the Bank may request.

(d) The following documents and other information:

(i) a certificate dated the Effective Date and executed by an Authorized Representative certifying (A) that there has been no event or circumstance since December 31, 2012, that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect, (B) that the representations and warranties contained in Article V hereof and the other Related Documents are true and correct in all material respects on the Effective Date and (C) no event has occurred and is continuing, or would result from entry into this Agreement, which would constitute a Default or Event of Default;

(ii) true and correct copies of all Governmental Approvals including, without limitation, evidence satisfactory to the Bank of approval under the Local Government Unit Debt Act, necessary for the Borrower to execute, deliver and perform the Related Documents;

(iii) evidence that the PDCVB has executed and delivered an irrevocable letter directing the County Treasurer to direct one hundred percent (100%) of the Hotel Tax Revenues to the Authority (or the Trustee on behalf of the Authority) for a minimum period of five years;

(iv) recent evidence that the unenhanced long-term rating assigned by Moody's to general obligation indebtedness of the County is at least "A2"; and

(v) evidence that a CUSIP number has been obtained and reserved from Standard & Poor's CUSIP Service for the Bond.

Section 4.02. Litigation. The Bank shall have received a written description of all actions, suits or proceedings pending or threatened against the Borrower in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as the Bank may reasonably request.

Section 4.03. Other Matters. All other legal matters pertaining to the execution and delivery of this Agreement and the Related Documents shall be satisfactory to the Bank and its counsel, and the Bank shall have received such other statements, certificates, agreements, documents and information with respect to the Borrower and the other parties to the Related Documents and matters contemplated by this Agreement as the Bank may reasonably request.

Section 4.04. Payment of Fees and Expenses. On or prior to the Effective Date, (a) the Bank shall have received reimbursement of the Bank's fees and expenses and any other fees incurred in connection with the transaction contemplated by the Related Documents and (b) Chapman and Cutler LLP, as counsel to the Bank, shall have received payment of its legal fees and expenses incurred in connection with the preparation, review, negotiation, execution and delivery of the Related Documents.

Section 4.05. No Bond Rating; DTC; Offering Document. The Bonds shall not be (i) assigned a separate rating by any Rating Agency, (ii) registered with The Depository Trust Company or any other securities depository or (iii) issued pursuant to any type of offering document or official statement.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations and Warranties of the Borrower. The Borrower makes the following representations and warranties to the Bank and any other Bondholder as follows:

(a) *Existence.* The Borrower is a body politic and corporate and public instrumentality of the Commonwealth duly created and existing under the Act, and there are no proceedings pending or contemplated for making any amendments to the Articles of Incorporation or the By-Laws of the Borrower or for dissolution of the Borrower. The Borrower has all requisite power and authority under the laws of the Commonwealth to enter into and perform its obligations under this Agreement and the other Related Documents to which it is or will be a party and all necessary permits, licenses,

certifications and qualifications required to own and operate its property and to carry on its business as now conducted.

(b) *Authorization; No Conflict.* The execution and delivery by the Borrower of this Agreement and the other Related Documents to which it is a party and performance by the Borrower of this Agreement and the other Related Documents to which it is a party, and the making of the payments on the Bonds and the Unremarketed Bonds: (a) have been duly authorized by all necessary action by the Borrower and are in compliance with the Act and all necessary legal and other action of the Borrower; and (b) do not contravene, result in the violation of, or constitute a default under: (i) any law, rule, order or regulation; (ii) any judgment, order or decree of any court or other Governmental Authority; or (iii) any agreement, indenture, resolution or other instrument to which the Borrower is a party or by which it or any of its property is bound. All approvals and orders of any Governmental Authority have been obtained.

(c) *Governmental Authorizations or Other Approvals.* The Borrower has all necessary governmental and other authorizations, approvals, consents, permits, licenses, certifications and qualifications, and has complied in all material respects with all applicable requirements of the United States, the Commonwealth and other jurisdictions where the Borrower conducts its affairs or owns property and of their respective agencies and instrumentalities, to conduct its business as it is conducted and to own and operate its Facilities as they are being operated. No authorization, approval or other action by, and no notice to or filing with, any governmental authority, regulatory body or court is required for the due execution, delivery and performance by the Borrower of this Agreement, the Bonds (including any Unremarketed Bond) or any of the other Related Documents to which the Borrower is a party, except those which have been obtained prior to the Effective Date.

(d) *Validity and Binding Effect.* This Agreement and the other Related Documents to which the Borrower is a party constitute legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law and by limitations on legal remedies against public agencies in the Commonwealth.

(e) *No Litigation.* There are no pending actions, suits, proceedings or investigations before any court, governmental agency or arbitrator against or involving the Borrower and, to the best knowledge of the Borrower, there is no threatened action or proceeding affecting the Borrower before any court, governmental agency or arbitrator which, in any case, might materially and adversely affect the business, operations, assets, or financial condition of the Borrower, or the validity or enforceability of this Agreement or any of the other Related Documents or which could reasonably be expected to have a Material Adverse Effect.

(f) *No Defaults.* The Borrower is not in default under (i) any order, writ, injunction or decree of any court or governmental body, agency or other instrumentality applicable to it, or (ii) any law or regulation applicable to it, or (iii) any of its Debt or any other credit agreement, indenture, mortgage, agreement or other instrument to which it is a party or otherwise subject, or (iv) any contract, agreement or instrument to which it is a party or by which it or its property is bound, in each case, which default could have a Material Adverse Effect; and no event has occurred which with the giving of notice or the passage of time or both would constitute such a default.

(g) *Title to Properties; Liens and Encumbrances.* The Borrower has good and marketable title in fee simple or valid and enforceable leaseholds to, all of its real property and valid and indefeasible ownership of all of its fixtures, equipment and other assets.

(h) *Financial Statements.* (i) The financial statements of the Borrower furnished to the Bank for the Fiscal Year ended December 31, 2012, fairly present the financial condition of the Borrower as of such date and the results of its operations for the Fiscal Year ended on such date, all in accordance with GAAP. Except as otherwise disclosed in writing to the Bank, such financial statements disclose all Debt of the Borrower. The Borrower has not incurred any additional Debt that will result in a material increase in liabilities. The Borrower has no "investment" (as such term is defined under GAAP), whether by stock purchase, capital contribution, loan, advance, purchase or property or otherwise, in any Person.

(ii) Except as otherwise disclosed to the Bank, there has been no material adverse change in the financial condition or operations of the Borrower since December 31, 2012.

(iii) Except as otherwise disclosed to the Bank, there has been no material adverse change in the financial condition or operations or properties of the Borrower that could affect or impair the ability of the Borrower to make the debt service payments with respect to the Bonds or any obligations hereunder or under the other Related Documents.

(iv) Except as otherwise disclosed to the Bank, to the knowledge of the Borrower there has been no legislative or regulatory change, or any other event or occurrence, whether or not insured against, that would result in a Material Adverse Effect.

(v) The Borrower has not experienced any material controversy or problem with its employees or with any labor organization with which it has a collective bargaining agreement.

(i) *Complete and Correct Information.* No Related Document, and no certificate, report, statement or other document or information furnished to the Bank, with respect to the Borrower in connection therewith or with the consummation of the transactions contemplated hereby, contains any material misstatement of fact necessary to

make the statements contained therein not misleading. As of the Effective Date, there is no fact known that could reasonably be expected to have a Material Adverse Effect that has not been reflected in the financial statements referred to in Section 5.01(h) hereof.

(j) *Incorporation of Representations and Warranties by Reference.* The representations and warranties of the Borrower set forth in the Related Documents to which it is a party are true and accurate in all material respects on the date of this Agreement as fully as though made on the date of this Agreement. The Borrower hereby makes to the Bank and any other Bondholder the same representations and warranties as are set forth in the Related Documents and the other documents delivered by the Borrower in connection therewith (in each case, as in effect on the Effective Date), which representations and warranties, as well as the related defined terms contained therein, are hereby incorporated by reference with the same effect as if each and every representation and warranty and defined term were set forth herein in its entirety. No amendment to such representations and warranties or defined terms made pursuant to the Related Documents shall be effective to amend such representations and warranties and defined terms as incorporated by reference herein without the written consent of the Bank. All representations and warranties made by or on behalf of the Borrower in this Agreement or incorporated herein by reference are made as of the date hereof, but shall survive the delivery of this Agreement, and any investigation at any time made by or on behalf of the Bank shall not diminish its rights to rely upon such representations and warranties as having been true as of the date hereof or the date such representations and warranties are deemed to be updated pursuant to the terms of this Agreement.

(k) *Environmental Laws.* The Borrower has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which noncompliance or remedial action could have a material adverse effect on the assets, financial condition, properties, business or operations of the Borrower or the ability of the Borrower to perform its obligations under the Related Documents and the Term Loan Agreement.

(l) *No Default.* Except as otherwise disclosed to the Bank, giving effect to the transactions under this Agreement and the other Related Documents, no Default or Event of Default has occurred or is continuing hereunder or under any other Related Document or any other credit agreement, indenture, mortgage, agreement or other instrument to which it is a party or otherwise subject.

(m) *Sovereign Immunity.* The Borrower is not entitled to claim, with respect to itself or the Trust Estate, the defense of sovereign immunity under current law in any action, suit or proceeding arising out of this Agreement or any other Related Document: (a) for monetary damages; or (b) for the execution or enforcement of any judgment (subject to applicable bankruptcy or insolvency laws or limitations on legal remedies

against public agencies in the Commonwealth), nor may there be attributed to the Borrower or the Trust Estate any such immunity (whether or not claimed).

(n) *Compliance with Rules and Regulations.* The Borrower is in compliance with all laws, ordinances, orders, rules and regulations applicable to it, noncompliance with which could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and all cash and other assets of the Borrower are invested in accordance with the Indenture, as amended or otherwise modified from time to time, or applicable law. The Borrower has not received any notice of noncompliance from the Federal Equal Employment Opportunity Commission or the Federal Occupational Safety and Health Administration which would have a Material Adverse Effect.

(o) *No ERISA Plans.* The Borrower has never established, is not a party to and has never contributed to any “employee benefit plan” within the meaning of Section 3(3) of ERISA or any other form of bonus, incentive compensation, deferred compensation or other similar plan or arrangement, other than a “governmental plan” within the meaning of Section 414(d) of the Code or Section 3(32) of ERISA.

(p) *Tax Exempt Status of Bonds.* The Borrower has not taken any action and knows of no action that any other Person has taken, which would cause interest on the Bonds to be included in the gross income of the recipients thereof for Federal income tax purposes.

(q) *No Proposed Legal Changes.* There is no amendment or, to the knowledge of any Authorized Representative of the Borrower, proposed amendment certified for placement on a statewide ballot, to the Constitution of the Commonwealth or any published administrative interpretation of the Constitution of the Commonwealth or any Commonwealth law, or any legislation that has passed either house of the Commonwealth legislature, or any published judicial decision interpreting any of the foregoing, the effect of which is to materially adversely affect the Bonds or any Bondholder thereof in its capacity as such or the Bank or the ability of the Borrower to perform its obligations under the Bonds, this Agreement and the other Related Documents.

(r) *Interest.* None of the Related Documents, the Bonds or the Unremarketed Bonds provide for any payments that would violate any applicable law regarding permissible maximum rates of interest.

(s) *Obligations.*

(i) *Sources and Pledges.* The Bonds, the Unremarketed Bonds and the other Obligations are special, limited obligations of the Borrower, payable solely from and secured exclusively by a pledge to the Trustee, on behalf of the Bank and any other Bondholder, of the Trust Estate. As provided in the Indenture, the Trust Estate has been pledged to secure the payment of the principal of and interest on the Bonds, including the

Unremarketed Bonds, and all obligations of the Borrower relating to the Bonds, including the Unremarketed Bonds, and the Obligations.

(ii) The sources and pledges described in subsection (i) above are hereinafter referred to as the “Collateral.” In addition to this Section, the Unremarketed Bonds shall also be entitled to the benefits of this Agreement.

(t) *Payment of Taxes.* The Borrower has paid or caused to be paid all Taxes applicable to the Borrower to the extent that such Taxes have become due. There are no agreements or waivers by or for the benefit of the Borrower for the extension of time for the payment of any Taxes or for the assessment of any tax. The Borrower does not have any knowledge of any claim for Taxes that is or might become a Lien upon any of its Property or any of the Collateral.

(u) *Federal Reserve Regulations.* No part of the proceeds of the Bonds will be used for the purpose, whether immediate, incidental or ultimate, to purchase or carry any Margin Stock, or to extend credit to others for the purpose of purchasing or carrying any Margin Stock, or for any other purpose which would violate any of the regulations of the FRB.

(v) *Anti-Terrorism Laws.* The Borrower is not in violation of any Laws relating to terrorism or money laundering (“*Anti-Terrorism Laws*”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “*Executive Order*”), and the Patriot Act;

(i) The Borrower is not any of the following:

(A) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(B) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(C) a Person with which the Bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(D) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(E) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“*OFAC*”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list;

(ii) The Borrower does not (A) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (i)(A) above, (B) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (C) engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

ARTICLE VI

COVENANTS OF THE BORROWER

The Borrower covenants and agrees as follows:

Section 6.01. Reporting Requirements. The Borrower will deliver, or caused to be delivered, to the Bank:

(a) As soon as available but in no event more than (i) forty-five (45) days after the close of each fiscal quarter, including the fiscal quarter ending December 31, internally prepared quarterly financial statements including consolidated and consolidating balance sheets of the Borrower as of the close of such period and consolidated and consolidating statement of operations of the Facilities for such period in accordance with GAAP, all in form and substance satisfactory to the Bank, certified and signed by the chief financial officer of the Borrower; and (ii) fifteen (15) days after the end of each month a report or statements that sets forth the amount of Hotel Tax Revenues collected monthly for such period.

(b) As soon as available but in no event more than one hundred eighty (180) days after the close of the Fiscal Year, a copy of the annual financial statement of the Borrower in reasonable detail satisfactory to the Bank prepared in accordance with GAAP and examined and certified by an independent public accountant, which financial statements shall include consolidated and consolidating balance sheets of the Borrower as of the end of such Fiscal Year, consolidated and consolidating statements of earnings and surplus and consolidated and consolidating statements of changes in cash flows of the Borrower for such Fiscal Year.

(c) As soon as available but in no event more than one hundred eighty (180) days after the close of each Fiscal Year, a letter or opinion of the independent public accountant who examined and certified the annual financial statement relating to the Borrower stating: (A) whether the Borrower is in compliance with the financial covenants set forth in this Agreement and Indenture; and (B) whether anything in such accountant's examination has revealed the occurrence of an Event of Default or Default, and, if so, stating the facts with respect thereto.

(d) Concurrently with the delivery of each annual financial statement under subsections (a) of this Section 6.01, the Borrower shall submit a certificate from its executive director or chief financial officer (i) that to the best of his or her knowledge no Default or Event of Default has occurred and (ii) that the Borrower is in compliance with the financial covenants set forth herein and in the Related Documents, showing in detail the financial covenant compliance calculations supporting such certificate.

(e) Within thirty (30) days after approval and acceptance by the Board of the Borrower, an annual budget for the Facilities for the succeeding Fiscal Year, including a cash flow projection report prepared by the Borrower in a format acceptable to the Bank.

(f) Within ten (10) Business Days of receipt by the Borrower, copies of all surveys conducted by a Governmental Authority relating to the Property.

(g) Immediately upon becoming aware thereof, notice of the occurrence of an Event of Default or Default, or any event, development or circumstance which might have a Material Adverse Effect.

(h) Immediately upon becoming aware thereof, notice of any notice of a claim against or investigation of the Borrower or any of its properties with respect to any applicable federal, state or local environmental, health or safety laws, statutes, rules or regulations.

(i) Immediately upon becoming aware thereof, notice of each action, suit or proceeding before any court or other Governmental Authority or any arbitrator which could adversely affect (A) the ability of the Borrower to fulfill its obligations under this Agreement or the Related Documents, or (B) the condition or operation (financial or other) of the Borrower, in each case no later than the fifth (5th) Business Day after the service of process with respect to such suit or proceeding or the Borrower's otherwise obtaining knowledge thereof.

(j) Immediately upon becoming aware thereof, written notification of any proceeding, administrative hearing or any other sanction instituted by any Governmental Authority that could result in the loss of any of the Licenses, or prevent the Facilities from being operated as contemplated.

(k) With reasonable promptness, such additional information, reports or statements as the Bank may from time to time reasonably request.

Section 6.02. Ordinary Course of Business; Records. The Borrower will conduct its business only in the ordinary course and keep accurate and complete books and records of its assets, liabilities and operations consistent and sound business practices and in accordance with GAAP.

Section 6.03. Information for Bank. The Borrower shall provide or cause the Trustee to provide monthly account statements for all of the Borrower's accounts. The Borrower will make

available during normal business hours for inspection by the Bank or its designated representatives, upon reasonable advance request by the Bank (provided no notice need be provided by the Bank if an Event of Default exists), any of its books and records, any of the properties of the Borrower and to discuss matters reasonably pertinent to an evaluation of the credit of the Borrower, and furnish the Bank any information reasonably requested regarding its operations, business affairs and financial condition within a reasonable time after the Bank gives notice of its request therefor. In particular, and without limiting the foregoing, the Borrower shall permit representatives of the Bank's Field Audit Department to make such inspections of the Borrower's books, records and assets as such representatives deem necessary and proper.

Section 6.04. Insurance; Maintenance. The Borrower will maintain or cause to be maintained insurance for all of its Property with responsible and reputable insurance companies in such amounts and covering such risks as are customarily maintained by entities similar to the Borrower. The Borrower shall furnish to the Bank, upon written request, full information as to all insurance carried by it. The Borrower will maintain all of its Property in good condition and repair (normal wear and tear excepted), and pay and discharge the cost of repairs thereto or maintenance thereof.

Section 6.05. Taxes and Liabilities; Leases. The Borrower will file all required tax returns and pay all of its indebtedness and obligations promptly and in accordance with its terms and pay and discharge, or cause to be paid and discharged, promptly all Taxes, assessments and governmental charges or levies imposed upon it or upon its income and profits, or upon any of its Property, or upon any part thereof, before the same shall become in default, except for those matters which are being contested in good faith by appropriate action or proceedings or for which the Borrower has established adequate reserves in accordance with GAAP applied on a consistent basis and provide evidence of payment thereof to the Bank if the Bank so requests; *provided, however*, that the Borrower shall pay or cause to be paid all such taxes, assessments, charges or levies forthwith whenever foreclosure on any lien which attaches to any of the security for the Obligations of the Borrower appears imminent. Pay, or cause to be paid, all rent or other sums required by any lease to which the Borrower is a party as the same becomes due and payable, perform all its obligations as tenant or lessee thereunder except to the extent that any such obligation is the subject of a good faith dispute and adequate reserves have been set aside on its books for such obligation.

Section 6.06. Existence; Certain Rights; Laws. The Borrower will do all things necessary to preserve and maintain its legal existence under the laws of the Commonwealth and keep in full force and effect the business existence, licenses, accreditations, permits, authorizations, approvals, consents, rights, patents, trademarks, trade names and franchises of the Borrower material for the conduct of its business as it is presently being conducted and the ownership and operation of its Facilities as they are presently being operated and comply with all present and future laws, ordinances, rules, regulations judgments, orders and decrees which affect in any material and adverse way the Borrower, its assets or the operation of its business. The Borrower will promptly furnish copies of all reports and correspondence relating to a loss or proposed revocation of any such qualification to the Bank. The Borrower will not enter into or effect any merger, consolidation, conversion, reclassification, reorganization or recapitalization, or other

transaction of like effect, liquidate or dissolve, or sell, transfer, lease or otherwise dispose of all or any part of its assets except in the ordinary course of business.

Section 6.07. Notice of Litigation or Other Proceedings. The Borrower will give notice, within five (5) days of knowledge thereof by the Borrower, to the Bank of (i) the existence of any dispute involving a potential monetary obligation of the Borrower of \$100,000 or more, (ii) the institution of any litigation, administrative proceeding or governmental investigation involving the Borrower which is not fully covered by insurance (subject to deductibles maintained by the Borrower) or if not fully covered by insurance involves a potential liability of the Borrower of \$100,000 or more or (iii) the entry of any judgment, decree or order against or involving the Borrower, any of which might have a Material Adverse Effect. The Borrower shall also provide to the Bank concurrently with delivery to the Trustee, a copy of any notice required to be given to the Trustee under the Related Documents.

Section 6.08. Indebtedness. The Borrower will pay or cause to be paid when due (or within applicable grace periods) all Debt of the Borrower. Unless the Bank shall otherwise consent in writing which consent shall not be unreasonably withheld, the Borrower shall not incur, create, incur, assume or have any Debt, except Debt in existence on the Effective Date and of which the Borrower has informed the Bank in writing prior to the Effective Date, which, together with any prior additional Debt then outstanding exceeds the sum of \$500,000; *provided, however,* the Borrower shall not create, incur, assume or suffer to exist any Debt that would be entitled to any rights superior to the rights of the Bondholders or the rights of the Bank under this Agreement. The Borrower shall not make any voluntary prepayments of Debt other than (i) Obligations and Debt owed to the Bank under this Agreement, (ii) the purchase or redemption of Bonds as permitted under the Indenture, or (iii) prepayments of Debt required under agreements of the Borrower existing on the Effective Date.

Section 6.09. Compliance with Rules and Regulations. The Borrower shall comply with all laws, ordinances, orders, consents, licenses, approvals, authorizations, rules and regulations of all Governmental Authorities (including without limitations all environmental laws), except for any noncompliance which could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and its internal investment policies and guidelines. The Borrower will comply fully with all Environmental Laws and not use any property which it owns or occupies to generate, treat, store, transport, transfer, dispose of, release or otherwise handle any Hazardous Materials, except in compliance with Environmental Laws. Borrower shall use its best efforts to comply with all Laws relating to Federal Equal Employment Opportunity Commission and Federal Occupational Safety and Health Administration requirements applicable to it; *provided, however,* that the Borrower shall not be in breach of the foregoing if a failure to comply does not have a Material Adverse Effect.

Section 6.10. Compliance with Related Documents; Incorporation of Covenants by Reference. The Borrower agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in this Agreement and the other Related Documents, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety. To the extent that: (i) any such incorporated provision

permits any Person to waive compliance with or consent to such provisions or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person; and (ii) any such waiver or consent or acceptance of a document, opinion or other instrument would adversely affect the interests of the Bank or any other Bondholder for purposes of this Agreement, such provision shall be complied with only if it is waived or consented to in writing by the Bank and such document, opinion or other instrument shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank. Without the written consent of the Bank, no amendment to such covenants and agreements or defined terms made pursuant to the Indenture or the other Related Documents shall be effective to amend such covenants and agreements and defined terms as incorporated by reference herein.

Section 6.11. Consents and Notices Under Related Documents. The Borrower shall obtain the consent of the Bank whenever the consent of the Trustee is required to be obtained under the Related Documents. The Borrower shall promptly provide the Bank with copies of any financial statements and reports, notices, filings or documentation required to be delivered under the Related Documents to the Trustee, the Remarketing Agent, the Bondholders, any Rating Agency or to any nationally recognized municipal securities information repository. The Borrower will deliver to the Bank upon receipt thereof, a copy of each notice, certificate, demand or other writing (other than routine billing statements) given by the Remarketing Agent or the Trustee to the Borrower or given or required to be given by the Borrower to the Trustee, to any Rating Agency or to the Remarketing Agent under or in connection with the Indenture or any of the other Related Documents, in each case promptly after the Borrower's receipt or giving of same (or when the Borrower is required to give same), as the case may be. The Borrower shall also provide to the Bank concurrently with delivery to the Trustee, a copy of any notice required to be given to the Trustee under the Related Documents.

Section 6.12. Depository. Except to the extent precluded under the Indenture, the Borrower shall maintain at all times with the Bank its primary operating and depositing accounts and treasury management relationship; and notify the Bank, in writing and on a continuing basis, of all deposit accounts and certificates of deposit maintained with or purchased from other banks and other financial institutions.

Section 6.13. Notice of Default or Events of Default. The Borrower shall give immediate notice to the Bank if the Borrower becomes aware of the occurrence of any Default or Event of Default hereunder or under any Related Document.

Section 6.14. Further Assurances. The Borrower will, cooperate and join with the Bank, at its own expense, in taking all such further actions as the Bank, in its reasonable judgment, shall deem necessary to effectuate the provisions of this Agreement and the other Related Documents and shall, at any and all times, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, assignments, recordings, filings, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, revenues, other funds and the Collateral pledged or assigned pursuant to the Indenture to the payment of the Bonds, including the Unremarketed Bonds, and the other obligations of the Borrower hereunder, or intended so to be, of which the Borrower may become bound to pledge or assign.

Section 6.15. Proceeds of Bonds. The proceeds of the Bonds will be used by the Borrower solely for the purposes specified in the Indenture. None of such proceeds will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any Margin Stock. The Borrower shall use the proceeds of the Bonds hereunder in compliance with all applicable legal and regulatory requirements of any Governmental Authority (including, without limitation, Regulations U and X of the Board of Governors of the Federal Reserve System and the Securities Exchange Act of 1934 and the Securities Act of 1933 and any regulations thereunder).

Section 6.16. No Amendment. The Borrower will not amend, supplement, modify or waive any of the provisions of any of the Related Documents, or consent to any of the foregoing, without the prior written consent of the Bank. The Borrower will give the Bank notice as promptly as practicable (but in no event less than ten (10) Business Days) prior to any proposed amendment, supplement, modification or waiver of any provision of the Indenture and of any meeting of the Board of the Borrower at which any of the foregoing will be discussed or considered. The Borrower shall not permit, consent to, or enter into any amendment, modification, termination, waiver, assignment or transfer, voluntarily or involuntarily, by operation of law or otherwise, any of its rights, title or interest in or to any of the Related Documents.

Section 6.17. Tax Exemption. The Borrower shall not take any action or omit to take any action that or permit to be taken on its behalf any action, if taken or omitted, would adversely affect the excludability of interest on the Bonds from the gross income of the Bondholders thereof for Federal income tax purposes.

Section 6.18. Care of Collateral. The Borrower will not do or permit anything to be done to the Collateral or the Convention Center that may impair its value or that may violate the terms of any insurance covering the Collateral or the Convention Center or any part thereof, always maintaining the Collateral and the Convention Center in good condition. The Bank shall have no duty in, and the Borrower hereby releases the Bank from all claims for loss or damage caused by the failure to collect or enforce any accounts receivable or to preserve rights against prior parties to the Collateral. The Borrower shall immediately notify the Bank of any event causing deterioration, loss, or depreciation in value of any substantial portion of the Collateral or the Convention Center and the amount of such loss or depreciation.

Section 6.19. ERISA. The Borrower will not establish, become a party to incur any material obligation or liability under or in respect of, or contribute to any “employee benefit plan” within the meaning of Section 3(3) of ERISA or any other form of bonus, incentive compensation, deferred compensation or other similar plan or arrangement, other than a “governmental plan” within the meaning of Section 414(d) of the Code and Section 3(32) of ERISA.

Section 6.20. No Sovereign Immunity. To the fullest extent permitted by law, the Borrower hereby agrees not to assert the defense of sovereign immunity in any legal proceeding to enforce or collect upon the obligations of the Borrower under this Agreement, the other Related Documents or the transactions contemplated hereby.

Section 6.21. Credit Facilities. In the event that the Borrower has, directly or indirectly, entered into or otherwise consented to or shall, directly or indirectly, enter into or otherwise consent to any credit agreement, bond purchase agreement, liquidity agreement or other agreement or instrument (or any amendment, supplement or modification thereto) (each a “*Bank Agreement*”), relating to Debt of the Borrower, which such Bank Agreement provides such Person with additional or more restrictive covenants, additional or different events of default and/or greater rights and remedies than are provided to the Bank and any other Bondholder in this Agreement, the Borrower shall provide the Bank with a copy of each such Bank Agreement (or amendment thereto), and so long as any such Bank Agreement is in full force and effect, those more restrictive covenants, additional or different events of default and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the Bank and any other Bondholder shall have the benefits of such more restrictive covenants, additional or different events of default and/or such greater rights and remedies as if specifically set forth herein. Upon the request of the Bank, the Borrower shall promptly enter into an amendment to this Agreement to include such more restrictive covenants, additional or different events of default and/or greater rights or remedies (*provided* that the Bank and any other Bondholder shall maintain the benefit of such additional or more restrictive covenants, additional or different events of default and/or greater rights and remedies even if the Borrower fails to provide such amendment). In the event this Agreement is amended pursuant to the preceding sentence as a result of the Borrower entering into a Bank Agreement and thereafter such Bank Agreement is no longer in full force and effect, then, upon the request of the Borrower, the Bank shall promptly enter into an amendment to this Agreement, which repeals the prior amendment to this Agreement, which included such more restrictive covenants, additional or different events of default and/or greater rights or remedies under such Bank Agreement (*provided* that the Borrower shall maintain the benefit of such repeal even if the Borrower fails to provide evidence of the termination of such Bank Agreement). To the extent that any provision of any Bank Agreement incorporated herein pursuant to this Section permits any Person to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to any Person, for purposes of this Agreement, such provision shall be complied with only if it is waived by the Bank or such document, opinion or other instrument or event or condition, if material to the Bank and any other Bondholder, shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank.

Section 6.22. Conversion of Bonds. The Borrower shall provide to the Bank written notice sixty (60) days prior to the date of any proposed conversion of the interest rate on the Bonds to a rate of interest other than the Index Interest Rate or any proposed optional redemption of the Bonds pursuant to the Indenture.

Section 6.23. Remarketing of the Bonds. In the event that the Bank or any other Bondholder, as applicable, on or prior to the forty-fifth (45th) day preceding the Mandatory Purchase Date has not agreed to hold the Bonds for a subsequent Index Interest Rate Period and, as a result, the Bonds shall be subject to tender on the Mandatory Purchase Date, the Borrower shall use its best efforts to cause a remarketing agent to remarket the Bonds to another Bondholder in connection with the conversion of the interest rate on all of the Bonds to an interest rate mode other than the Index Interest Rate currently in effect. Upon the occurrence of any Event of Default and, as a result of any such Event of Default, if the Majority Bondholder

directs a Mandatory Purchase of the Bonds and requires that the Borrower pay to the Bondholder the purchase price (equal to 100% of the principal amount of the Bonds outstanding plus accrued interest thereon to the related purchase date) of such Bonds, the Borrower shall use its best efforts to cause a remarketing agent to remarket the Bonds to another Bondholder.

Section 6.24. Mandatory Principal Payments. The Borrower agrees to direct the optional redemption of the Bonds and pay principal on the dates, and in accordance with the Debt Service Schedule attached hereto as Exhibit A.

Section 6.25. No Impairment. The Borrower will neither take any action, nor cause or permit the Trustee to take any action, under the Related Documents which would materially adversely affect the rights, remedies or security of the Bank or any other Bondholder, as applicable, under this Agreement or the other Related Documents. The Borrower shall not create or allow any Lien to be on or otherwise affect property or assets of the Borrower, now owned or hereafter acquired except for Liens as the Bank may approve and provided the Borrower is in compliance with Section 6.30 of this Agreement.

Section 6.26. Swaps. Except for the Existing Swap, the Borrower shall not enter into any Swap or derivative transactions without the prior written consent of the Bank. The Borrower shall not enter into any modification or termination of the Existing Swap without the prior written consent of Bank.

Section 6.27. Guaranties; Loans and Investments. The Borrower shall not Guarantee or otherwise, directly or indirectly, in any way, become liable with respect to the obligations or liabilities of any other Person or assume any similar contingent obligation. The Borrower shall not make any loan or advance or transfer to or for the benefit of any Person or purchase, invest in, or make any loan in the nature of an investment in the stocks, bonds, notes or other securities or evidence of Debt of any Person, except for investments made in accordance with the Borrower's finance committee and board approved investment policy in effect from time to time.

Section 6.28. Trustee. The Borrower shall not remove the Trustee or appoint a successor trustee under the Indenture without the written consent of the Bank.

Section 6.29. Required Bank Conditions. Notwithstanding Section 6.08 and 6.25 of this Agreement, the Borrower shall not enter into any such transaction set forth therein unless the Borrower provides notice to the Bank at least thirty (30) days prior to the action to be taken.

Section 6.30. Termination of Existing Litigation. On or before February 1, 2015, the Borrower agrees to provide evidence satisfactory to the Bank of the termination of the following litigation which is pending with the Lancaster County Prothonotary: *Bruce L. Clark, for County Taxpayers Against the Convention Center v. Lancaster County Convention Center Authority*, Case No. CI-06-00125, filed January 9, 2006.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events (whatever the reason for such event and whether voluntary, involuntary, or effected by operation of Law) shall be an “Event of Default” hereunder, unless waived in writing by Bank:

(a) the Borrower shall fail to pay the principal of or interest on any Bond (including any Unremarketed Floating Rate Bond) when due; or

(b) the Borrower shall fail to pay any Obligation (other than the obligation to pay the principal of or interest on the Bonds or Unremarketed Bonds) and such failure shall continue for three (3) Business Days; or

(c) any representation or warranty made by or on behalf of the Borrower in this Agreement or in any other Related Document or in any certificate or statement delivered hereunder or thereunder shall be incorrect or untrue in any material respect when made or deemed to have been made or delivered; or the documents, certificates or statements of the Borrower (including unaudited and audited financial reports, budgets, projections and cash flows of the Borrower) furnished to the Bank or any other Bondholder by or on behalf of the Borrower in connection with the transactions contemplated hereby, when taken as a whole, are materially inaccurate in light of the circumstances under which they were made and as of the date on which they were made; or

(d) the Borrower shall default in the due performance or observance of any of the covenants set forth in Section 6.01, 6.03, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21, 6.22, 6.23, 6.24, 6.25, 6.26, 6.27, 6.28, 6.29 or 6.30 hereof; or

(e) the Borrower shall default in the due performance or observance of any other term, covenant or agreement contained in this Agreement or any other Related Document and such default shall remain unremedied for a period of thirty (30) days after the occurrence thereof; or

(f) one or more final, unappealable judgments or orders for the payment of money shall have been rendered against the Borrower payable (and not covered by insurance), which, individually or in the aggregate, equal or exceed \$100,000, shall remain unpaid, unstayed, undischarged, unbonded or undismitted for a period of sixty (60) days; or

(g) (i) the Borrower or the County shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or

insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it, or seeking to declare a moratorium with respect to the payment of principal of or interest on any Debt or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets or for all of the Collateral, or the Borrower or the County shall make a general assignment for the benefit of its creditors; or

(ii) there shall be commenced against the Borrower or the County any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in an order for such relief or in the appointment of a receiver or similar official or (B) remains undismissed, undischarged or unbonded for a period of sixty (60) days; or

(iii) there shall be commenced against the Borrower or the County, any case, proceeding or other action seeking, issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets or for all of the Collateral, which (A) results in the entry of an order for any such relief or (B) shall not have been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof; or

(iv) the Borrower or the County shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or

(v) the Borrower or the County shall admit in writing its inability to pay its debts generally as they become due, or shall become insolvent within the meaning of Section 101(32) of the United States Bankruptcy Code; or

(vi) (a) the Borrower or the County shall impose a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on any Debt of the Borrower or the County, as applicable, including the Unremarketed Bonds, or (b) any Governmental Authority having appropriate jurisdiction over the Borrower or the County shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Bonds or Unremarketed Bonds or any other Debt; or

(h) (i) any provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Bonds (including Unremarketed Bonds), or (B) the validity or enforceability of the pledge of the Collateral shall at any time for any reason cease to be valid and binding on the Borrower as a result of a finding or ruling by a court or Governmental Authority with competent jurisdiction, or shall be declared, in a final nonappealable judgment by any court of competent jurisdiction, to be null and void, invalid or unenforceable or (C) the Borrower's ability to pay the principal of or interest on the Bonds or to perform its obligations hereunder or under any of the other Related

Documents or the rights and remedies of the Bank or any other Bondholder, or any Related Document to which the Borrower is a party, or any material provision thereof shall cease to be in full force or effect, the Borrower or any Person acting by or on behalf of the Borrower shall deny or disaffirm the Borrower's obligations under the Indenture or the Bonds or any other Related Document to which the Borrower is a party; or

(ii) the validity or enforceability of any material provision of this Agreement or any Related Document related to (A) payment of principal of or interest on the Bonds (including Unremarketed Bonds) or any Debt, or (B) the validity or enforceability of the pledge of the Collateral shall be publicly contested by the Borrower; or

(iii) any other material provision of this Agreement or any other Related Document, other than a provision described in clause (i) above, shall at any time for any reason cease to be valid and binding on the Borrower as a result of a ruling or finding by a court or a Governmental Authority with competent jurisdiction or shall be declared in a final non appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the Borrower; or

(i) the Borrower shall (A) default on any Debt, beyond the period of grace, if any, provided in the instrument or agreement under which such Debt was created; or (B) default in the observance or performance of any agreement or condition relating to any Debt or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required) any such Debt to become due prior to its stated maturity; or

(j) the occurrence of an event of default under the Term Loan Agreement;

(k) any event occurs which has a Material Adverse Effect;

(l) there shall occur any default or event of default in any Related Document, as defined in the Related Documents, which is not cured within any applicable cure period, which, if not cured, would give rise to remedies available thereunder; or

(m) the County shall at any time fail to maintain at least one long-term unenhanced rating on its general obligation debt from either Moody's or S&P.

Section 7.02. Consequences of an Event of Default. If an Event of Default specified in Section 7.01 hereof shall occur and be continuing, the Bank may:

(a) (i) by written notice to the Trustee and the Borrower, declare the outstanding amount of the Obligations under this Agreement to be immediately due and

payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived, and an action therefor shall immediately accrue;

(ii) deliver a written notice to the Trustee and the Borrower that an Event of Default has occurred and is continuing and direct the Trustee and the Borrower, as applicable, to cause a mandatory tender or acceleration of the Bonds;

(iii) by written notice to the Trustee, direct the Trustee in writing to enforce the provisions of Section 6.03 of the Indenture by notifying the Treasurer of the County that an Event of Default has occurred and is continuing and directing the Treasurer of the County to transfer 100% of the Hotel Tax Revenues to the Borrower for such period as is necessary to cure the Event of Default or take such other remedial action as is provided for in the Indenture;

(iv) either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by a court in any appropriate action or proceeding, take whatever action at law or in equity may appear necessary or desirable to collect the amounts due and payable under the Related Documents or to enforce performance or observance of any obligation, agreement or covenant of the Borrower under the Related Documents, whether for specific performance of any agreement or covenant of the Borrower or in aid of the execution of any power granted to the Bank in the Related Documents;

(v) cure any Default, Event of Default or event of nonperformance hereunder or under any Related Document; *provided, however*, that the Bank shall have no obligation to effect such a cure; and

(vi) exercise, or cause to be exercised, any and all remedies as it may have under the Related Documents (other than as provided for in clauses (ii) and (iii) of this Section 7.02(a)) and as otherwise available at law and at equity

(b) Notwithstanding the provisions of Section 7.02(a)(i) or 7.02(a)(ii), (x) the Bank shall not cause a mandatory tender or acceleration of the Bonds as described in Section 7.02(a)(i) or 7.02(a)(ii) until seven (7) days after the occurrence of an Event of Default specified in Section 7.01(a), 7.01(g), 7.01(h)(i), 7.01(h)(ii) or 7.01(i) and (y) the Bank shall notify the Borrower of a mandatory tender or acceleration at least one hundred eighty (180) days prior thereto in the case of any Event of Default not specified in the immediately preceding clause (x). Notwithstanding the foregoing sentence of this Section 7.02(b), if any other holder or credit enhancer of Debt or any counterparty under any Swap related thereto causes any such Debt or other obligations of the Borrower to become immediately due and payable, the Bank may immediately, without notice, avail itself of the remedies set forth in Section 7.02(a)(i) or 7.02(a)(ii) hereof and/or declare or cause to be declared the unpaid principal amount of all outstanding Bonds, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder to be immediately due and payable.

Section 7.03. Remedies Cumulative; Solely for the Benefit of Bank. To the extent permitted by, and subject to the mandatory requirements of, applicable Law, each and every right, power and remedy herein specifically given to the Bank in the Related Documents shall be cumulative, concurrent and nonexclusive and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy (whether specifically herein given or otherwise existing) may be exercised from time to time and as often and in such order as may be deemed expedient by the Bank, and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy.

The rights and remedies of the Bank specified herein are for the sole and exclusive benefit, use and protection of the Bank, and the Bank is entitled, but shall have no duty or obligation to the Borrower, the Trustee or any other Person or otherwise, to exercise or to refrain from exercising any right or remedy reserved to the Bank hereunder or under any of the other Related Documents.

Section 7.04. Waivers or Omissions. No delay or omission by the Bank in the exercise of any right, remedy or power or in the pursuit of any remedy shall impair any such right, remedy or power or be construed to be a waiver of any default on the part of the Bank or to be acquiescence therein. No express or implied waiver by the Bank of any Event of Default shall in any way be a waiver of any future or subsequent Event of Default.

Section 7.05. Discontinuance of Proceedings. In case the Bank shall proceed to invoke any right, remedy or recourse permitted hereunder or under the Related Documents and shall thereafter elect to discontinue or abandon the same for any reason, the Bank shall have the unqualified right so to do and, in such event, the Borrower and the Bank shall be restored to their former positions with respect to the Obligations, the Related Documents and otherwise, and the rights, remedies, recourse and powers of the Bank hereunder shall continue as if the same had never been invoked.

ARTICLE VIII

INDEMNIFICATION

Section 8.01. Indemnification. In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or equity, the Borrower hereby agrees (to the extent permitted by law) to indemnify and hold harmless each Bondholder or Credit Protection Provider and its officers, directors and agents (each, an "Indemnitee") from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees) which may incur or which may be claimed against an Indemnitee by any Person or entity whatsoever (collectively, the "Liabilities") by reason of or in connection with (a) the execution and delivery or transfer of, or payment or failure to pay under, any Related Document; (b) the issuance and sale of the Bonds; and (c) the use of the proceeds of the Bonds; *provided* that the Borrower shall not be required to indemnify an Indemnitee for any claims, damages, losses, liabilities, costs or expenses to the

extent, but only to the extent, caused by the willful misconduct or gross negligence of such Indemnitee. If any proceeding shall be brought or threatened against an Indemnitee by reason of or in connection with the events described in clause (a), (b) or (c) as a condition of indemnity hereunder each Indemnitee shall promptly notify the Borrower in writing and the Borrower shall assume the defense thereof, including the employment of counsel satisfactory to such Indemnitee and the payment of all reasonable costs of litigation. Notwithstanding the preceding sentence, each Indemnitee shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the employment of such counsel shall have been authorized in writing by the Borrower, or (ii) the Borrower, after due notice of the action, shall not have employed counsel satisfactory to such Indemnitee to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnitee shall be borne by the Borrower. The Borrower shall not be liable for any settlement of any such action effected without its consent. Nothing under this Section 8.01 is intended to limit the Borrower's payment of the Obligations.

Section 8.02. Survival. The obligations of the Borrower under this Article VIII shall survive the payment of the Bonds and the termination of this Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Patriot Act Notice. The Bank hereby notifies the Borrower that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Bank to identify the Borrower in accordance with the Patriot Act. The Borrower hereby agrees that it shall promptly provide such information upon request by the Bank.

Section 9.02. Further Assurances. From time to time upon the request of any party hereto, the others shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as the requesting party may in its reasonable discretion deem necessary or desirable to confirm this Agreement, and the other Related Documents, to carry out the purpose and intent hereof and thereof or to enable the requesting party to enforce any of its rights hereunder or thereunder. At any time, and from time to time, upon request by the Bank, the Borrower will, at the Borrower's expense, correct any defect, error or omission which may be discovered in the form or content of any of the Related Documents. Upon any failure by the Borrower to do so, the Bank or the Trustee may make, execute and record any and all such instruments, certificates and other documents for and in the name of the Borrower, all at the sole expense of the Borrower, and the Borrower hereby appoints the Bank and the Trustee the agent and attorney-in-fact of the Borrower to do so, this appointment being coupled with an interest and being irrevocable. In addition, at any time, and from time to time, upon request by the Bank or the Trustee, the Borrower will, at the Borrower's expense, provide any and all further instruments, certificates and other documents as may, in the opinion of the Bank or the Trustee,

be necessary or desirable in order to verify the Borrower's identity and background in a manner satisfactory to the Bank or the Trustee, as the case may be.

Section 9.03. Amendments and Waivers; Enforcement. The Bank and the Borrower may from time to time enter into agreements amending, modifying or supplementing this Agreement or the other Related Documents or changing the rights of the Bank or the Borrower hereunder or thereunder, and the Bank may from time to time grant waivers or consents to a departure from the due performance of the obligations of the Borrower hereunder or thereunder. Any such agreement, waiver or consent must be in writing and shall be effective only to the extent specifically set forth in such writing. In the case of any such waiver or consent relating to any provision hereof, any Default or Event of Default so waived or consented to shall be deemed to be cured and not continuing, but no such waiver or consent shall extend to any other or subsequent Default or Event of Default or impair any right consequent thereto.

Section 9.04. No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of the Bank in exercising any right, power or privilege under this Agreement or the other Related Documents shall affect any other or future exercise thereof or exercise of any right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Bank under this Agreement are cumulative and not exclusive of any rights or remedies which the Bank would otherwise have under any Related Document, at law or in equity.

Section 9.05. Notices. All notices, requests, demands, directions and other communications (collectively "notices") under the provisions of this Agreement shall be in writing (including facsimile communication), unless otherwise expressly permitted hereunder, and shall be sent by first-class mail or overnight delivery and shall be deemed received as follows: (i) if by first class mail, five (5) days after mailing; (ii) if by overnight delivery, on the next Business Day; (iii) if by telephone, when given to a person who confirms such receipt; and (iv) if by facsimile, when confirmation of receipt is obtained. All notices shall be sent to the applicable party at the following address or in accordance with the last unrevoked written direction from such party to the other parties hereto:

The Borrower:

Lancaster County Convention Center Authority
25 South Queen Street
Lancaster, Pennsylvania 17603
Attention: Executive Director
Facsimile: (717) 207-4101
Telephone: (717) 207-4110

The Bank: Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
123 Broad Street
PA 4374
Philadelphia, Pennsylvania 19109
Attention: Thomas Esser
Facsimile: (215) 670-4481
Telephone: (215) 670-6579

The Trustee: Manufacturers and Traders Trust Company
213 Market Street
MC001-02-11
Harrisburg, Pennsylvania
Attention: Corporate Trust Department
Facsimile: (717) 231-2615
Telephone: (717) 255-2135

The Bank may rely on any notice (including telephone communication) purportedly made by or on behalf of the other, and shall have no duty to verify the identity or authority of the Person giving such notice, unless such actions or omissions would amount to gross negligence or intentional misconduct.

Section 9.06. Right of Setoff. (a) Upon the occurrence of an Event of Default, a Bondholder may, at any time and from time to time, without notice to the Borrower or any other person (any such notice being expressly waived), set off and appropriate and apply against and on account of any Obligations under this Agreement, without regard to whether or not such Bondholder shall have made any demand therefor, and although such Obligations may be contingent or unmatured, any and all deposits (general or special, including but not limited to deposits made pursuant to this Agreement and Debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts, such as restricted donor accounts) and any other Debt at any time held or owing by such Bondholder to or for the credit or the account of any or all of the Borrower.

(b) Each Bondholder agrees promptly to notify the Borrower after any such set-off and application referred to in subsection (a) above, *provided* that the failure to give such notice shall not affect the validity of such set-off and application. Subject to the provisions of subsection (a) above, the rights of a Bondholder under this Section 9.06 are in addition to other rights and remedies (including, without limitation, other rights of set-off) which such Bondholder may have.

Section 9.07. No Third-Party Rights. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than the parties hereto and the Bondholders any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the parties hereto.

Section 9.08. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

Section 9.09. Governing Law; Jurisdiction; Waiver of Jury Trial; Arbitration. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS.

(b) EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE BANK TO ENTER INTO THIS AGREEMENT AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE BORROWER AND THE BANK IS MADE IN RELIANCE UPON SUCH WAIVER. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

(c) *Arbitration.* (i) The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to (A) this Agreement or any of the Related Documents and their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (B) requests for additional credit.

(ii) *Governing Rules.* Any arbitration proceeding will (A) proceed in a location in Pennsylvania selected by the American Arbitration Association (“AAA”); (B) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (C) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the “Rules”). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(iii) *No Waiver of Provisional Remedies, Self-Help and Foreclosure.* The arbitration requirement does not limit the right of any party to (A) foreclose against real or personal property collateral; (B) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (C) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (A), (B) and (C) of this paragraph.

(iv) *Arbitrator Qualifications and Powers.* Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; *provided however*, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the Commonwealth or a neutral retired judge of the state or federal judiciary of Pennsylvania, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding, the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of the Commonwealth and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Pennsylvania Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(v) *Discovery.* In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(vi) *Class Proceedings and Consolidations.* No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed any Related Document, or to include in any arbitration any dispute as a representative or member of

a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(vii) *Payment of Arbitration Costs and Fees.* The arbitrator shall award all costs and expenses of the arbitration proceeding.

(viii) *Miscellaneous.* To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Related Documents or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the Related Documents or any relationship between the parties.

(d) The covenants and waivers made pursuant to this Section 9.09 shall be irrevocable and unmodifiable, whether in writing or orally, and shall be applicable to any subsequent amendments, renewals, supplements or modifications of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

Section 9.10. Prior Understandings. This Agreement and the other Related Documents supersede all prior understandings and agreements, whether written or oral, among the parties hereto relating to the transactions provided for herein and therein.

Section 9.11. Duration. All representations and warranties of the Borrower contained herein or made in connection herewith shall survive the making of and shall not be waived by the execution and delivery of this Agreement or the other Related Documents or any investigation by the Bank. All covenants and agreements of the Borrower contained herein shall continue in full force and effect from and after the date hereof until the Obligations have been fully discharged.

Section 9.12. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

Section 9.13. Successors and Assigns.

(a) *Successors and Assigns Generally.* This Agreement is a continuing obligation and shall be binding upon the Borrower, its successors, transferees and assigns and shall inure to the benefit of the Bondholders and their respective permitted successors, transferees and assigns. The Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank. Each Bondholder may, in its sole discretion and in accordance with applicable Law, from time to time assign, sell or transfer in whole or in part, this Agreement, its interest in the Bonds and the Related Documents in accordance with the

provisions of paragraph (b) or (c) of this Section. Each Bondholder may at any time and from time to time enter into participation agreements in accordance with the provisions of paragraph (d) of this Section. Each Bondholder may at any time pledge or assign a security interest subject to the restrictions of paragraph (e) of this Section. Wells Fargo Municipal Capital Strategies, LLC shall be the Bank hereunder until such time as the Majority Bondholder designates an alternate Person to serve as the Bank hereunder by delivery of written notice to the Borrower and the Trustee and such Person accepts and agrees to act as the Bank hereunder and under the Related Documents. The Majority Bondholder may so designate an alternate Person to act as the Bank from time to time. Upon acceptance and notification thereof to the Borrower and the Trustee, the successor to the Bank for such purposes shall thereupon succeed to and become vested with all of the rights, powers, privileges and responsibilities of the Bank, and Wells Fargo Municipal Capital Strategies, LLC or any other Person being replaced as the Bank shall be discharged from its duties and obligations as the Bank hereunder.

(b) *Sales and Transfers by Bondholder to a Bank Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees all or a portion of the Bonds to a Person that is (i) an Affiliate of the Bank or (ii) a trust or other custodial arrangement established by the Bank or an Affiliate of the Bank, the owners of any beneficial interest in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the 1933 Act (each, a “*Bank Transferee*”). From and after the date of such sale or transfer, Wells Fargo Municipal Capital Strategies, LLC (and its successors) shall continue to have all of the rights of the Bank hereunder and under the other Related Documents as if no such transfer or sale had occurred; *provided, however*, that (A) no such sale or transfer referred to in clause (b)(i) or (b)(ii) hereof shall in any way affect the obligations of the Bank hereunder, (B) the Borrower and the Trustee shall be required to deal only with the Bank with respect to any matters under this Agreement and (C) in the case of a sale or transfer referred to in clause (b)(i) or (b)(ii) hereof, only the Bank shall be entitled to enforce the provisions of this Agreement against the Borrower.

(c) *Sales and Transfers by Bondholder to a Non-Bank Transferee.* Without limitation of the foregoing generality, a Bondholder may at any time sell or otherwise transfer to one or more transferees which are not Bank Transferees but each of which constitutes (i) a “qualified institutional buyer” as defined in Rule 144A promulgated under the 1933 Act and (ii) a commercial bank organized under the laws of the United States, or any state thereof, or any other country which is a member of the Organization for Economic Cooperation and Development, or a political subdivision of any such country, and, in any such case, having a combined capital and surplus, determined as of the date of any transfer pursuant to this clause (c), of not less than \$5,000,000,000 (each a “*Non-Bank Transferee*”) all or a portion of the Bonds if (A) written notice of such sale or transfer, including that such sale or transfer is to a Non-Bank Transferee, together with addresses and related information with respect to the Non-Bank Transferee, shall have been given to the Borrower, the Trustee and the Bank (if different than the Bondholder) by such selling Bondholder and Non-Bank Transferee, and (B) the Non-Bank Transferee shall have delivered to the Borrower, the Trustee and the selling Bondholder, an investment letter in substantially the form attached as Exhibit F to the Indenture (the “*Investor Letter*”).

From and after the date the Borrower, the Trustee and the selling Bondholder have received written notice and an executed Investor Letter, (A) the Non-Bank Transferee thereunder shall be a party hereto and shall have the rights and obligations of a Bondholder hereunder and under the other Related Documents, and this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to effect the addition of the Non-Bank Transferee, and any reference to the assigning Bondholder hereunder and under the other Related Documents shall thereafter refer to such transferring Bondholder and to the Non-Bank Transferee to the extent of their respective interests, and (B) if the transferring Bondholder no longer owns any Bonds, then it shall relinquish its rights and be released from its obligations hereunder and under the Related Documents.

(d) *Participations.* The Bank shall have the right to grant participations in all or a portion of the Bank's interest in the Bonds, this Agreement and the other Related Documents to one or more other banking institutions; *provided, however,* that (i) no such participation by any such participant shall in any way affect the obligations of the Bank hereunder and (ii) the Borrower and the Trustee shall be required to deal only with the Bank, with respect to any matters under this Agreement, the Bonds and the other Related Documents and no such participant shall be entitled to enforce any provision hereunder against the Borrower.

(e) *Certain Pledges.* The Bank may at any time pledge or grant a security interest in all or any portion of its rights under the Bonds, this Agreement and the Related Documents to secure obligations of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank; *provided* that no such pledge or assignment shall release the Bank from any of its obligations hereunder or substitute any such pledgee or assignee for the Bank as a party hereto.

Section 9.14. 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.

Section 9.15. Acknowledge and Appointment as the Calculation Agent. Wells Fargo Bank, National Association hereby acknowledges and accepts its appointment as Calculation Agent during this Index Interest Rate Period pursuant to the Indenture and acknowledges, accepts and agrees to all the duties and obligations of the Calculation Agent set forth in the Indenture.

Section 9.16. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically

signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually-signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e-mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.


Section 9.17. Liability of Borrower Limited to Revenues. Notwithstanding anything to the contrary contained in the Indenture, the Borrower shall not be required to advance any moneys derived from any source other than the Revenues and other assets pledged under the Indenture for any of the purposes in the Indenture mentioned, whether for the payment of the principal or purchase price of, or premium, if any, and interest on the Bonds or for any other purpose of the Indenture. Notwithstanding any provisions of the Indenture, to the contrary, no recourse under or upon any obligation, covenant or agreement contained herein, therein or in any Bond shall be had against the Borrower, it being expressly agreed and understood that the obligations of the Borrower under the Indenture and under the Bonds and elsewhere, are solely limited obligations of the Borrower and shall be enforceable only out of the Borrower’s interest in the Indenture and there shall be no other recourse against the Borrower or any property now or hereafter owned by it.

Section 9.18. Limitation of Liability of Directors, Etc., of Borrower. No covenant, agreement, provision or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any present or future director, commissioner, officer, employee, member or agent of the Borrower in his individual capacity, and neither the members of the Borrower, counsel to the Borrower or any officer of the Borrower shall be liable personally on the Indenture or any of the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or the Indenture. No director, commissioner, officer, employee, member or agent of the Borrower shall incur any personal liability with respect to any other action taken by him pursuant to the Indenture or the Act. Notwithstanding anything herein to the contrary, no provisions, covenant or agreement contained in the Indenture or in the Bonds or any obligations herein or therein imposed upon the Borrower or the breach thereof, shall constitute or give rise to or impose upon the Borrower a pecuniary liability or a charge upon its general credit.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By 
Name: Kristina Eng
Title: Vice President

LANCASTER COUNTY CONVENTION CENTER
AUTHORITY

By _____
Name: _____
Title: _____

ATTEST:

LANCASTER COUNTY CONVENTION CENTER
AUTHORITY

(Assistant) Secretary (Vice) Chairman

(SEAL)

Acknowledged and Agreed solely with
respect to Section 9.15 of the Agreement:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Name: Thomas Esser
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By _____
Name: Kristina Eng
Title: Vice President

ATTEST:

LANCASTER COUNTY CONVENTION CENTER
AUTHORITY

Sharon V. Nelson
Secretary

[Signature]
Chairman

(SEAL)

Acknowledged and Agreed solely with
respect to Section 9.15 of the Agreement:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Thomas Esser
Name: Thomas Esser
Title: Senior Vice President

EXHIBIT A

MANDATORY PRINCIPAL PAYMENT SCHEDULES¹

YEAR (DECEMBER 1)	BONDS PRINCIPAL
2015	\$ 370,000
2016	410,000
2017	460,000
2018	510,000
2019	570,000
2020	630,000
2021	655,000
2022	670,000
2023	670,000
2024	670,000
2025	670,000
2026	890,000
2027	1,150,000
2028	1,245,000
2029	1,340,000
2030	1,445,000
2031	1,555,000
2032	1,670,000
2033	1,790,000
2034	1,920,000
2035	2,055,000
2036	2,200,000
2037	2,350,000
2038	2,510,000
2039	2,645,000
2040	2,810,000
2041	2,685,000
2042	5,930,000
2043	3,275,000
2044	3,450,000
2045	3,660,000
2046	3,660,000
2047	6,075,000

¹ Drafting Note: Amortization schedule to be confirmed by the Bank and the Authority.

EXHIBIT B
FORM OF
REQUEST FOR CONVERSION OF INDEX INTEREST RATE PERIOD

[Date]

Wells Fargo Municipal Capital Strategies, LLC, as Bank
[Address of Bank]

Attention: _____

\$62,595,000 LANCASTER COUNTY CONVENTION CENTER AUTHORITY
HOTEL ROOM RENTAL TAX REVENUE BONDS, SERIES OF 2014

Ladies and Gentlemen:

Reference is hereby made to that certain Trust Indenture dated as of August 1, 2014 (the "*Indenture*"), by and between Lancaster County Convention Center Authority (the "*Borrower*") and Manufacturers and Traders Trust Company, as Trustee and the Continuing Covenant Agreement dated as of August 1, 2014 (the "*Continuing Covenant Agreement*") between the Borrower and Wells Fargo Municipal Capital Strategies, LLC, as Bank (the "*Bank*"). All capitalized terms contained herein which are not specifically defined shall have the meanings assigned to such terms in the Indenture.

The Borrower hereby requests, pursuant to Section 3.09 of the Continuing Covenant Agreement, a conversion of the interest rate mode of the Bonds to a new Index Interest Rate on **[Insert Date of Proposed Conversion]** (the "*Conversion Date*"). The Borrower further requests that the Mandatory Purchase Date for the Bonds be extended to **[Insert Proposed Mandatory Purchase Date]** (the "*Extended Mandatory Purchase Date*"). The Bonds shall bear interest at the Index Interest Rate from the Conversion Date to the Extended Mandatory Purchase Date and the Bonds shall be subject to mandatory purchase at the Purchase Price thereof on such date as provided in the Indenture.

In connection with such request, the Borrower hereby represents and warrants that:

- (a) no Default or Event of Default has occurred and is continuing under the Continuing Covenant Agreement;
- (b) no event has occurred and is continuing that could reasonably be expected to result in a Material Adverse Effect; and

(c) all representations and warranties of the Borrower in the Continuing Covenant Agreement are true and correct and are deemed to be made on the date hereof.

We have enclosed along with this request the following information:

1. The outstanding principal amount of the Bonds;
2. The nature of any and all Defaults and Events of Default; and
3. Any other pertinent information previously requested by the Bank.

Please advise if the foregoing terms are acceptable.

Very truly yours,

LANCASTER COUNTY CONVENTION CENTER
AUTHORITY

By _____
Name: _____
Title: _____