

FIRST AMENDMENT
dated as of August 1, 2014 (the "Amendment")
to the ISDA Master Agreement

Reference is hereby made to the ISDA Master Agreement dated as of September 28, 2011, including the Schedule (the "Schedule") thereto (the "Agreement") between **WELLS FARGO BANK, N.A.** (as successor by merger to Wachovia Bank, N.A.) ("Party A") and **LANCASTER COUNTY CONVENTION CENTER AUTHORITY** ("Party B").

In consideration of the mutual agreements contained in this Amendment, the parties agree as follows:

1. Amendment of the Agreement.

The Agreement is amended in the following respects effective as of the date hereof:

- (a) Subsection (A) of Part 1(j)(i) of the Schedule is hereby amended by deleting "Party A" appearing in the first, second, fifth and seventh lines thereof and substituting therefor "Bondholder".
- (b) Subsection (B) of Part 1(j)(i) of the Schedule is hereby amended by inserting ", the Bondholder" after "Party A" appearing in the fifth line thereof.
- (c) Part 1(k) of the Schedule is hereby amended by (i) deleting "Reference Market Makers" in the seventh line of the second paragraph thereof and substituting therefor "Reference Market-makers" and (ii) deleting "Reference Market Maker" each place it appears in the eighth and ninth lines of the second paragraph thereof and substituting therefor "Reference Market-maker".
- (d) Part 2 of the Schedule is hereby amended by deleting "Wachovia Corporation's" appearing on page 5 of the Schedule and substituting therefor "Party A's".
- (e) Part 3(a) of the Schedule is hereby amended by deleting

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

and substituting therefor

"WELLS FARGO BANK, N.A.
45 Fremont Street, 30th Floor
MAC A0194-300
San Francisco, California 94105
Facsimile No.: (877) 564-8524
Attention: Derivatives Documentation Manager

Address for financial statements to Party A:

WELLS FARGO BANK, N.A.
123 S. Broad Street, 15th Floor
MAC Y1379-159

Philadelphia, PA 19109
E-mail: thomas.esser@wellsfargo.com
Attention: Tom Esser”

(f) Part 4(f) of the Schedule is hereby amended in its entirety to read as follows:

“(f) **Confirmation Procedures.** Confirmations for Transactions are due under Commodity Futures Trading Commission (“CFTC”) Rule 23.501 within the applicable time frame specified in such rule, to the extent applicable.”

(g) Subsection (i) of Part 4(g) of the Schedule is hereby amended by inserting “ or the Bondholder” after “Party A” appearing in the third line thereof.

(h) Part 4(h) of the Schedule is hereby amended by inserting “ or the Bondholder” after “Party A” appearing in the fourth line thereof.

(i) Part 4(j) of the Schedule is hereby amended in its entirety to read as follows:

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

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

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

“Bondholder” means Wells Fargo Municipal Capital Strategies, LLC.

“Bonds” means Party B’s Hotel Room Rental Tax Revenue Bonds, Series 2014 and any Bonds issued under the Covered Indenture to refund other Bonds.

“County” means the County of Lancaster, Pennsylvania.

“Covered Indenture” means the Trust Indenture dated as of August 1, 2014 between Party B and Manufacturers and Traders Trust Company as may be amended from time to time.

“Credit Agreement” means the Continuing Covenant Agreement by and between the Bondholder and Party B, dated as of August 1, 2014 (as it may be modified, amended or supplemented from time to time).

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

“Guaranty Agreement” means the Guaranty Agreement dated as of August 1, 2014 between Lancaster County, Pennsylvania, Party B and the trustee for Party B’s Hotel Room Tax Revenue Bonds, Series 2014.

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

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

“Hotel Tax Revenues” means all monies transferred by the County Treasurer of the County to Party B

pursuant to Section C of the Hotel Tax Ordinance and derived from the revenues received by the County Treasurer from the Hotel Room Rental Tax.”

(j) The following Part 5 is hereby inserted after Part 4 of the Schedule:

“Part 5. **Swap Trading Relationship Documentation**”

(a) **Required Notifications.** Regulation 23.504 of the CFTC requires that we include in “swap trading relationship documentation” (“STRD”) such as this Agreement certain provisions regarding clearing and our status (and, if applicable, our counterparty’s status) as an “insured depository institution,” “financial company” or “covered financial company”.

(i) **Orderly Liquidation Authority**

- (A) Party A hereby notifies Party B that it is an “insured depository institution” as defined in 12 U.S.C. §1813 (an “Insured Depository Institution”) and a “financial company” as defined in Section 201(a)(11) of the Dodd-Frank Act, 12 U.S.C. §5381(a)(11) (“Financial Company”).
- (B) Party B hereby notifies Party A that Party B is neither an Insured Depository Institution nor a Financial Company.
- (C) Each party agrees to provide notice to the other party if it becomes, or ceases to be, an Insured Depository Institution or a Financial Company.
- (D) In the event that either party is a “covered financial company” (as defined in Section 201(a)(8) of the Dodd-Frank Act, 12 U.S.C. 5381(a)(8)) or an Insured Depository Institution for which the Federal Deposit Insurance Corporation (“FDIC”) has been appointed as a receiver (the “covered party”), certain limitations under Title II of the Dodd-Frank Act or the Federal Deposit Insurance Act of 1950, as amended, may apply to the rights of the non-covered party to terminate, liquidate, or net any Swap by reason of the appointment of the FDIC as receiver, notwithstanding the agreement of the parties in the swap trading relationship documentation, and the FDIC may have certain rights to transfer Swaps (as defined below) of the covered party under Section 210(c)(9)(A) of the Dodd-Frank Act, 12 U.S.C. § 5390(c)(9)(A), or 12 U.S.C. § 1821(e)(9)(A).

(ii) **Clearing.** Party A hereby notifies Party B that, upon acceptance of a Swap by a “derivatives clearing organization” as defined in Commodity Exchange Act (“CEA”) and CFTC Regulations (“DCO”), the original Swap between the parties is extinguished, is replaced by equal and opposite Swaps with the DCO, and all terms of the Swap shall conform to the product specifications of the cleared Swap established under the DCO’s rules.

(b) **Swap Valuation Terms.** CFTC Regulation 23.504(b)(4) requires that our STRD with “financial entities” include an agreement on the process (which may include any agreed upon methods, procedures, rules, and inputs) for determining the value of each Swap at any time from its execution to termination, maturity, or expiration, for purposes of complying with the margin and risk management requirements of CEA §4s(e) and CEA §4s(j) (“Swap Valuation Terms”). If you are a “financial entity” as defined in CEA §2(h)(7)(C)(i), this Agreement shall be deemed to incorporate by reference the Swap Valuation Terms that are available to you for downloading at:

(c) **Scope of STRD Provisions.** The terms of this Part 5 only apply to swaps (“Swaps”) as defined in Section 1a(47) of the Commodity Exchange Act (“CEA”) and Regulation 1.3(xxx) of the CFTC. The term “Swap” does not include a swap once it has been cleared by a DCO, without prejudice to provisions that expressly apply to a cleared swap. To the extent that any provision of this Part 5 has the purpose of meeting a legal or regulatory requirement, compliance by the parties with such provision shall be required only to the extent required and only for the period during which, and only in respect of the relevant Swap, class of Swap or class of counterparty to which, such legal or regulatory requirement applies. For purposes hereof, compliance is subject to any applicable legal or regulatory effective or compliance dates, any no-action or other relief that may be granted by the CFTC or its staff from time to time, and any CFTC interpretation of such legal or regulatory requirement.”

2. **Representations.**

Each party represents to the other party in respect of the Agreement, as amended pursuant to this Amendment, that all representations made by it in Section 3 of the Agreement are true and accurate as of the date of this Amendment.

3. **Miscellaneous.**

(a) ***Entire Agreement; Restatement.***

- (i) This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
- (ii) Except for any amendment to the Agreement made pursuant to this Amendment, all terms and conditions of the Agreement will continue in full force and effect in accordance with its provisions on the date of this Amendment, and the parties hereby ratify and affirm the Agreement as amended. References to the Agreement will be to the Agreement, as amended by this Amendment.

(b) ***Amendments.*** No amendment, modification or waiver in respect of the matters contemplated by this Amendment will be effective unless made in accordance with the terms of the Agreement.


(c) ***Counterparts.*** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(d) ***Headings.*** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

(e) ***Governing Law.*** This Amendment will be governed by and construed in accordance with the governing law provisions of the Agreement.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized signatories to execute and deliver this Amendment as of the date hereof.

WELLS FARGO BANK, N.A.

By: 
Name: JEMMEL S. VAN DIERBEEK
Title: VICE PRESIDENT

LANCASTER COUNTY CONVENTION CENTER AUTHORITY

By: _____
Name: _____
Title: _____

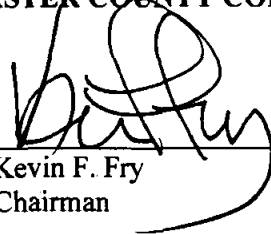
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IN WITNESS WHEREOF, each of the parties has caused its duly authorized signatories to execute and deliver this Amendment as of the date hereof.

WELLS FARGO BANK, N.A.

By: _____
Name:
Title:

LANCASTER COUNTY CONVENTION CENTER AUTHORITY

By:  _____
Name: Kevin F. Fry
Title: Chairman

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