

**TERMINATION AGREEMENT**

This **TERMINATION AGREEMENT** (this "Termination Agreement"), dated as of July 29, 2014 (the "Effective Date"), by and between **MANUFACTURERS AND TRADERS TRUST COMPANY**, as trustee (the "Trustee") and **CITIGROUP FINANCIAL PRODUCTS INC.** (the "Provider").

**WITNESSETH:**

WHEREAS, the Trustee and the Provider have previously entered into that Reserve Fund Investment Agreement dated as of August 21, 2007 and that Collateralization Addendum to Reserve Fund Investment Agreement dated as of February 2, 2009 (collectively, the "Agreement") in connection with the \$23,920,000 Lancaster County Convention Center Authority Hotel Room Rental Tax Revenue Bonds, Series of 2007 (the "2007 Bonds") and \$40,000,000 Lancaster County Convention Center Authority Hotel Room Rental Tax Revenue Bonds, Series of 2003 (the "2003 Bonds", together with the 2007 Bonds, the "Bonds");

WHEREAS, the Bonds are being refunded on August 1, 2014 causing the termination of this Agreement; and

WHEREAS, the Trustee and the Provider wish to terminate the Agreement upon satisfaction of the conditions set forth in Section 1 below.

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1. TERMINATION.**

In lieu of the Provider determining the termination fee through the solicitation of market quotations, the parties agree that the Provider will pay to the Trustee a termination fee of \$818,000.00 (the "Termination Fee") on July 31, 2014, in consideration for the termination of the Agreement as provided herein. The parties hereby agree that upon the execution and delivery of this Termination Agreement, payment of the Termination Fee by the Provider and payment of the Outstanding Amount of \$4,112,949.89 to the Trustee, the Agreement shall terminate and none of the parties shall have any further rights, duties or obligations thereunder.

The Termination Fee and the Outstanding Amount shall be paid to the following account of the Trustee on July 31, 2014:

M & T Bank  
ABA#022000046  
ACCOUNT #3088001950200  
F/F/C: LCCCA Citigroup GIC  
ATTN: CORP. Trust HBG/Don Haverstick

For and in consideration of the mutual promises contained herein and other good and valuable consideration, each of the parties to this Termination Agreement hereby irrevocably and unconditionally releases, remises, acquits, and forever discharges each of the other parties to this Termination Agreement from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, compensation, advances, taxes, reimbursements and expenses, and any other claims of any kind or nature whatsoever, known or unknown, suspected or unsuspected, foreseen or unforeseen, based upon, arising out of, or relating to any agreement, transaction or occurrence from the beginning of time to the date of this Termination Agreement relating to the Agreement.

**SECTION 2. DEFINITIONS.**

All capitalized terms used in this Termination Agreement and not otherwise defined shall have the meanings set forth in the Agreement.

**SECTION 3. GOVERNING LAW.**

**THIS TERMINATION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND APPLICABLE FEDERAL LAW WITHOUT REGARD TO CHOICE OF LAW RULES.**

**SECTION 4. HEADINGS.**

Section headings in this Termination Agreement are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Termination Agreement.

**SECTION 5. COUNTERPARTS.**

This Termination Agreement may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

**SECTION 6. REPRESENTATIONS.**

Each party hereto hereby represents and warrants to the other that this Termination Agreement has been duly authorized and has been validly executed by its duly authorized representatives.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed by their respective duly authorized representatives, all as of the date and year first written above.

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Trustee

By: [Signature]  
Name: Ruth K. Shiffler  
Title: Assistant Vice President

CITIGROUP FINANCIAL PRODUCTS INC., as  
Provider

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Consented to:

LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY


By \_\_\_\_\_  
Name Kevin R. Molloy  
Title Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed by their respective duly authorized representatives, all as of the date and year first written above.

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITIGROUP FINANCIAL PRODUCTS INC., as  
Provider

By:  \_\_\_\_\_  
Name: Dan Wisniewski  
Title: Managing Director

Consented to:

LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY

By \_\_\_\_\_  
Name Kevin R. Molloy  
Title Executive Director

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed by their respective duly authorized representatives, all as of the date and year first written above.

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITIGROUP FINANCIAL PRODUCTS INC., as  
Provider

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Consented to:

LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY

By *Kevin R. Molloy*  
Name Kevin R. Molloy  
Title Executive Director