

SECOND AMENDMENT TO CONTINUING COVENANT AGREEMENT

This **SECOND AMENDMENT TO CONTINUING COVENANT AGREEMENT** (this "*Amendment*") is dated December 3, 2018 (the "*Amendment Date*"), between the **LANCASTER COUNTY CONVENTION CENTER AUTHORITY**, a public instrumentality and body corporate and politic organized under the laws of the Commonwealth of Pennsylvania (the "*Borrower*"), and **WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC**, a Delaware limited liability company (the "*Bank*"). All capitalized terms herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

WITNESSETH

WHEREAS, the Borrower and the Bank have previously entered into that certain Continuing Covenant Agreement dated as of August 1, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "*Agreement*"), relating to the Borrower's Hotel Room Rental Tax Revenue Bonds, Series of 2014;

WHEREAS, pursuant to Section 9.03 of the Agreement, the Agreement may be amended by a written amendment thereto executed by the Borrower and the Bank; and

WHEREAS, the Borrower has requested that certain amendments be made to the Agreement, and the Bank has agreed to make such amendments to the Agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

SECTION 1. AMENDMENTS.

Upon the satisfaction of the conditions precedent set forth in Section 2 hereof, the Agreement is hereby amended as follows:

1.01. The following definition in Section 1.01 of the Agreement is hereby amended and restated in its entirety to read as follows:

"Taxable Rate" means, with respect to a Taxable Period, the product of (i) the Index Interest Rate on the Bonds during such period and (ii) the applicable Taxable Rate Factor.

1.02. The following definitions are hereby added to Section 1.01 of the Agreement in the appropriate alphabetical order to read as follows:

"Maximum Federal Corporate Tax Rate" has the meaning set forth in the Indenture.

"Taxable Rate Factor" means, with respect to a Taxable Period, the quotient of (i) one *divided by* (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day.

1.03. Section 7.01(m) of the Agreement is hereby amended and restated in its entirety to read as follows:

(m) the long-term unenhanced rating assigned to general obligation debt of the County shall have been downgraded below "Baa3" by Moody's or "BBB-" by S&P or shall have been withdrawn or suspended.

1.04. Section 7.02(b) of the Agreement is hereby amended and restated in its entirety to read as follows:

(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), (i) if any other holder of Debt or any counterparty under any Swap related thereto has the right to cause such Debt to be immediately due and payable (whether by repurchase, mandatory tender, mandatory redemption, acceleration or otherwise) on a date earlier than, or pursuant to a notice period which is shorter than what is set forth in the first sentence of this Section 7.02(b) in connection with a default related to such Debt, then the Bank shall automatically have such right or shorter notice period, as applicable, or (ii) 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.

1.05. The notice information of the Bank in Section 9.05 of the Agreement is hereby amended and restated in its entirety to read as follows:

The Bank: Wells Fargo Municipal Capital Strategies, LLC
c/o Wells Fargo Bank, National Association
123 Broad Street
MAC Y1379-159
Philadelphia, Pennsylvania 19109
Attention: James Conville
Facsimile: (215) 670-4465
Telephone: (215) 670-4481

1.06. Article IX of the Agreement is hereby amended by the addition of a new Section 9.19 thereto to read as follows:

Section 9.19. No Advisory or Fiduciary Responsibility. In connection with all aspects of the transactions contemplated by this Agreement and the Related Documents (including in connection with any amendment, waiver or other modification of this Agreement or of any Related Document), the Borrower acknowledges and agrees that: (a)(i) any arranging, structuring and other services regarding this Agreement and the Related Documents provided by the Bank or any Affiliate of the Bank are arm's length commercial transactions between the Borrower on the one hand, and the Bank and any Affiliate of the Bank on the other hand, (ii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and the Related Documents; (b)(i) the Bank and each Affiliate of the Bank is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any other Person and (ii) neither the Bank nor any Affiliate of the Bank has any obligation to the Borrower with respect to the transactions contemplated by this Agreement and the Related Documents, except those obligations expressly set forth herein; and (c) the Bank and each Affiliate of the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and neither the Bank nor any Affiliate of the Bank has any obligation to disclose any of such interests to the Borrower. To the fullest extent permitted by Applicable Laws, the Borrower hereby waives and releases any claims that it may have against the Bank and each Affiliate of the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of the transactions contemplated by this Agreement and the Related Documents.

SECTION 2. CONDITIONS PRECEDENT.

This Amendment shall be effective as of the Amendment Date subject to the satisfaction of or waiver by the Bank of all of the following conditions precedent:

2.01. Delivery by the Borrower to the Bank of an executed counterpart of this Amendment.

2.02. Delivery by the Borrower to the Bank of an executed First Supplemental Trust Indenture dated as of December 3, 2018, between the Borrower and the Trustee.

2.03. Receipt by the Bank of (a) an authorizing resolution of the governing body of the Borrower approving this Amendment and the other matters contemplated hereby and thereby and (b) a closing certificate executed by an Authorized Representative certifying the name and signature of the person authorized to execute and deliver, on behalf of the Borrower, this Amendment and the other matters contemplated hereby, in form and substance satisfactory to the Bank.

2.04. Receipt by the Bank of an opinion of Bond Counsel in form and substance satisfactory to the Bank.

2.05. Receipt by the Bank of the letter from Discover Lancaster to the County Treasurer irrevocably directing the County Treasurer to direct 100% of Revenues to the Borrower for an additional five year period.

2.06. Payment to counsel to the Bank on or before the Amendment Date of the reasonable legal fees and expenses of counsel to the Bank.

2.07. All other legal matters pertaining to the execution and delivery of this Amendment shall be reasonably satisfactory to the Bank and its counsel.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE BORROWER.

3.01. The Borrower hereby represents and warrants that the following statements are true and correct as of the Amendment Date:

(a) the representations and warranties of the Borrower contained in Article V of the Agreement and in each of the other Related Documents are true and correct on and as of the Amendment Date as though made on and as of such date;

(b) no Default or Event of Default has occurred and is continuing or would result from the execution of this Amendment; and

(c) no petition by or against the Borrower has at any time been filed under the United States Bankruptcy Code or under any similar law.

3.02. In addition to the representations given in Article V of the Agreement, the Borrower hereby represents and warrants as follows:

(a) the execution, delivery and performance by the Borrower of this Amendment and the Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law, rule or regulation, any judgment, order or decree or any contractual restriction binding on or affecting the Borrower;

(b) no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Amendment or the Agreement, as amended hereby; and

(c) this Amendment and the Agreement, as amended hereby, constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except that (i) the enforcement thereof may be limited by bankruptcy, reorganization, insolvency, liquidation, moratorium and other laws relating to or affecting the enforcement of creditors' rights and remedies generally, as the same may be applied in the event of the bankruptcy, reorganization, insolvency, liquidation or similar situation of the Borrower, and (ii) no representation or warranty is expressed as to the availability of equitable remedies.

SECTION 4. MISCELLANESOUS.


4.01. Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its terms. Reference to this Agreement need not be made in any note, document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to, and shall mean and be a reference to, the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH, WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PROVISIONS.

4.02. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

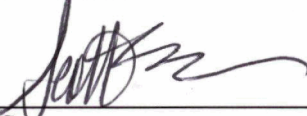
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Amendment Date.

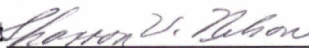
**WELLS FARGO MUNICIPAL
CAPITAL STRATEGIES, LLC**

By: 
Name: Kristina Eng
Title: Vice President

ATTEST:


Secretary

**LANCASTER COUNTY CONVENTION
CENTER AUTHORITY**

By: 
Name: Sharron V. Nelson
Title: Board Chair

