

**FIRST AMENDMENT TO THE AMENDED AND RESTATED QUALIFIED
CONVENTION CENTER MANAGEMENT AGREEMENT**

This First Amendment to the Amended and Restated Qualified Convention Center Management Agreement (the “**Amendment**”) is made this 28th day of October, 2021, by and between LANCASTER COUNTY CONVENTION CENTER AUTHORITY, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as “**Authority**”), and INTERSTATE HOTELS COMPANY, a Delaware corporation (hereinafter referred to as “**Manager**”).

RECITALS

WHEREAS, the Authority and Manager have entered into that certain Amended and Restated Qualified Convention Center Management Agreement dated as of June 9, 2019, ("the QMA") pursuant to which the Manager will manage the Convention Center on behalf of the Authority; and

WHEREAS, the Authority and Manager now desire to amend the QMA, all upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the QMA.

2. **Amendment of Section 8.3.** Section 8.3 of the QMA shall be amended to append the following language after the last sentence in Section 8.3: “Notwithstanding the foregoing, for each of Fiscal Years 2022 and 2023, the Incentive Fee payable to Manager will equal 12.5% of the Manager’s Base Fee earned for such Fiscal Year, without a requirement to achieve the Gross Operating Profit thresholds set forth above.” The remainder of Section 8.3 will remain unchanged. For the avoidance of doubt, the Incentive Fee for Fiscal Year 2021 and Fiscal Years beginning after Fiscal Year 2023 will be calculated based on the percentage of the Gross Operating Profit achieved as originally agreed upon in the QMA.

3. **Amendment of Section 16.15.** The notice address for Manager in Section 16.15 of the QMA shall be amended and restated in its entirety as follows:

Interstate Hotels Company
c/o Aimbridge Hospitality, LLC
5301 Headquarters Drive
Plano, Texas 95024
Attn: Chief Legal Officer
Phone: 972- 616-8345

11. **No Other Amendment.** All other provisions of the QMA not specifically referenced in this Amendment shall remain in full force and effect.

12. Entire Agreement. The QMA, as amended by this Amendment, constitutes the entire agreement between the parties hereto with respect to the subject matter thereof and together supersede all prior agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter thereof.

13. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

14. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Amendment, and any other document necessary for the consummation of the transaction contemplated by this Agreement, may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered effective as of the date first above written.

WITNESS:

K.R. Kelly

AUTHORITY:

LANCASTER COUNTY CONVENTION
CENTER AUTHORITY

By: Sharon V. Nelson
Name: Sharon V. Nelson
Title: L.C.C.C.A Board Chair

WITNESS:

Kevin Labor

MANAGER:

INTERSTATE HOTELS COMPANY

By: GJM
Name: Gregory J. Moundas
Title: Vice President