

AMENDED AND RESTATED LEASE AGREEMENT

Dated as of March 27, 2007

Between

THE LANCASTER COUNTY CONVENTION CENTER AUTHORITY,
as Landlord

and

PENN SQUARE PARTNERS,
as Tenant

TABLE OF CONTENTS

	<u>Page</u>
1. RENT.....	3
2. COMMENCEMENT OF LEASE TERM.....	4
3. USE OF REMAINDER OF CONVENTION CENTER UNIT BY TENANT.....	4
4. COMPLETION OF PREMISES FOR TENANT’S OCCUPANCY.....	5
5. MAINTENANCE COSTS.....	5
6. PUBLIC UTILITIES.....	6
7. [RESERVED].....	6
8. REPAIRS; MAINTENANCE OF PREMISES.....	7
9. ALTERATIONS.....	7
10. AFFIRMATIVE COVENANTS OF TENANT.....	8
11. NEGATIVE COVENANTS OF TENANT.....	9
12. HAZARDOUS WASTE DISPOSAL.....	9
13. RIGHTS OF LANDLORD.....	12
14. CASUALTY.....	13
15. INDEMNIFICATION AND INSURANCE REQUIREMENTS.....	13
16. WAIVER OF CLAIMS BY TENANT.....	15
17. FIXTURES.....	15
18. ASSIGNING AND SUBLETTING.....	16
19. SUBORDINATION; ATTORNMENT.....	21
20. PERFORMANCE OF TENANT’S COVENANTS.....	21
21. CUSTOM AND USAGE; NO WAIVER.....	22
22. SURRENDER AND HOLDING OVER.....	22
23. ADDITIONAL CONSTRUCTION.....	22
24. CONDEMNATION.....	23
25. FORCE MAJEURE.....	23
26. ESTOPPEL STATEMENT.....	23
27. EVENTS OF DEFAULT.....	23

28. REMEDIES UPON DEFAULT.....24

29. AUTHORITY..... 25

30. LIMITATION ON LIABILITY..... 25

31. LEGAL EXPENSES..... 26

32. LAND DOCUMENTS; RULES AND REGULATIONS.....26

33. TIME OF THE ESSENCE..... 26

34. QUIET ENJOYMENT..... 26

35. SIGNS..... 26

36. SCOPE AND INTERPRETATION OF AGREEMENT..... 26

37. INVALID PROVISIONS..... 27

38. CAPTIONS..... 27

39. SUCCESSORS AND ASSIGNS..... 27

40. NOTICES..... 27

41. USE OF PREMISES.....28

42. GENERAL PROVISIONS GOVERNING TENANT’S IMPROVEMENTS.....28

43. WAIVER OF JURY TRIAL.....29

44. INSOLVENCY OR BANKRUPTCY.....29

45. NO REPRESENTATIONS; NO OFFER.....30

46. BROKERS.....30

47. CONSENTS.....31

48. DEFINITIONS.....31

49. EXHIBITS.....32

50. CONFLICT WITH DECLARATION.....32

51. MEMORANDUM OF LEASE.....32

52. ARBITRATION OF DISPUTES.....32

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (this "Lease") is made as of the 27th day of March, 2007, by and between THE LANCASTER COUNTY CONVENTION CENTER AUTHORITY, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania (herein called "Landlord"), and PENN SQUARE PARTNERS, a Pennsylvania limited partnership (herein called "Tenant").

WITNESSETH:

WHEREAS, Landlord and The Redevelopment Authority of the City of Lancaster ("RACL") are collectively the owners in fee simple of certain real property located in Lancaster County, Pennsylvania and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Land");

WHEREAS, Landlord and RACL intend to construct, or cause to be constructed, on the Land certain buildings and improvements that shall contain, among other things, a hotel and a convention center, and upon completion, to submit such improvements to a regime of condominium ownership pursuant to a certain Declaration of Condominium of the Penn Square Hotel and Convention Center, a Condominium made by Landlord and RACL (the "Declaration"), which Declaration shall be recorded in the land records of Lancaster County, Pennsylvania;

WHEREAS, upon the recordation of the Declaration and the creation of the Penn Square Hotel and Convention Center Condominium, a Condominium (the "Condominium"), Landlord shall be the owner in fee of that certain commercial condominium unit described in the Declaration as the "Convention Center Unit" (the "Convention Center Unit");

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated as of January 23, 2002 (the "Original Lease"); and

WHEREAS, Landlord and Tenant desire and intend to amend and restate the Original Lease in its entirety as more particularly set forth herein.

NOW THEREFORE, in consideration of the rents, covenants and agreements hereafter reserved and contained on the part of Tenant to be observed and performed, the parties hereby amend and restate the Original Lease in its entirety as follows:

Landlord hereby demises and leases to Tenant, and Tenant rents from Landlord, those certain premises being a portion of the Convention Center Unit, which premises consist of approximately 14,851 square feet (herein called the "Premises") and are more particularly described on **Exhibit B** attached hereto and made a part hereof, under and subject only to the Land Documents. Landlord and Tenant further acknowledge that they are entering into this Lease in advance of the construction of the Condominium. If a Termination Event (as defined in

the Joint Development Agreement) occurs and either Landlord or Tenant terminates the Joint Development Agreement in accordance with the terms thereof, then this Lease shall be of no further force or effect.

Capitalized terms which are not otherwise defined herein are defined in Section 48 of this Lease.

LEASE SUMMARY

- (a) "Landlord's Address" The Lancaster County Convention Center Authority
P.O. Box 1622
Lancaster, PA 17608
Attention: Ted Darcus, Chairman
- (b) "Tenant's Address" Penn Square Partners
1853 William Way
Lancaster, PA 17605-0008
Attention: Thomas D. Smithgall, Vice President
- (c) "Premises" As described on **Exhibit B**.
- (d) "Premises Square Footage" Approximately 14,851 square feet.
- (e) "Convention Center Unit Square Footage" Approximately 222,000 square feet, as the same may be expanded.
- (f) "Commencement Date" The Commencement Date of this Lease shall be the date of issuance by the applicable governmental authority of a certificate of occupancy (or comparable evidence of completion) for the Premises.
- (g) "Lease Term" Ninety-nine (99) years from the later of the Commencement Date or the first day of the month immediately following the month in which the Commencement Date occurs if the Commencement Date does not occur on the first day of the month.
- (h) "Base Rent" Base Rent for each "Lease Year" (as defined in Section 1(b) below) shall be \$100.00, payable on the first day of each Lease Year.
- (i) "Proportionate Share" A percentage equal to the ratio that the (i) Premises Square Footage bears to (ii) Convention Center Unit Square

Footage excluding the square footage of the Common Elements (as defined in the Declaration).

(j) "Permitted Uses"

The Premises shall be used to host meetings, banquets, receptions, and other functions typically hosted by a full service hotel and for any other purpose permitted by law subject to any limitations set forth in the Declaration.

1. RENT

(a) All Base Rent payments, together with Tenant's Proportionate Share of Convention Center Unit Maintenance Costs (as defined below) and any other payments or charges that may be due or payable under this Lease (collectively, "Additional Rent"), shall be due and payable, without notice and without offset, abatement or deduction, at Landlord's Address or at such other place as may be designated in writing by Landlord, in advance without demand, on the first day of each month (except for Base Rent Payments which are due on the first day of each Lease Year) during the term of this Lease. In the event any amounts due hereunder have not been paid by the tenth (10th) day of the applicable month, all unpaid amounts shall bear interest from the first day of the month at the lesser of the Default Rate or the maximum rate allowed by law. The term "Rent" as used in this Lease shall include both Base Rent and Additional Rent. Tenant's obligations to pay Rent under this Lease are completely independent of any of Landlord's obligations under this Lease.

(b) Each twelve (12) month period commencing on the Commencement Date, or any anniversary thereof, is referred to in this Lease as a "Lease Year" provided that, if the Commencement Date is other than the first day of a calendar month, then the first Lease Year shall include such partial month together with the next succeeding twelve (12) months, and each succeeding Lease Year shall begin on the first day of the calendar month that corresponds to the month following the Commencement Date. For the first Lease Year, and each Lease Year thereafter during the term of this Lease, the amount of Base Rent shall be as provided in the Lease Summary.

(c) Payment of prorated Rent from the Commencement Date of this Lease until the first day of the following month (when the first full monthly payment is due) shall be due and payable on the Commencement Date.

(d) All charges, costs and expenses that are due and payable by Tenant hereunder, together with all interest and late charges that may accrue thereon in the event of the failure of Tenant to pay those items or that may become due by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be Additional Rent, and in the event of non-payment Landlord shall have all the rights and remedies as herein provided for failure to pay Base Rent.

(e) All sums payable by Tenant under this Lease, whether or not stated to be rent, minimum rent or additional rent, shall be collectible by Landlord as rent, and upon default in payment thereof Landlord shall have the same rights and remedies as for failure to pay Rent (without prejudice to any other right or remedy available therefor). All Base Rent, Additional Rent and other sums payable by Tenant under this Lease shall be paid, when due, without demand, offset, abatement, diminution or reduction. Additional Rent shall include all sums which may become due by reason of Tenant's failure to comply with any of the terms, conditions and covenants of the Lease to be kept and observed by Tenant.

(f) If and to the extent the Convention Center Unit becomes subject to real property taxes, then Tenant shall pay its Proportionate Share of such taxes monthly or otherwise when due as Additional Rent, whether collected by Landlord or collected directly by the governmental agency assessing the same. If and to the extent taxes are imposed or calculated on Tenant's rent or with respect to Tenant's use or occupancy of the Premises or Tenant's business or right to do business in the Premises, including, without limitation, a gross receipts tax or sales tax on rents or a business privilege tax or use or occupancy tax, whether such tax exists at the date of this Lease or is adopted hereafter during the term of this Lease or during any renewal or extension thereof, then Tenant shall pay such taxes monthly or otherwise when due as Additional Rent, whether collected by Landlord or collected directly by the governmental agency assessing the same. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to pay any income, estate, inheritance or franchise tax imposed upon Landlord. Without limiting the foregoing, Tenant will pay promptly when due and in any event not later than fifteen (15) days after receipt of a bill (whether such bill be submitted by Landlord, the City of Lancaster or otherwise) all City of Lancaster or Lancaster School District Use and Occupancy Tax imposed upon the use and occupancy of the Premises. In addition to the foregoing, Tenant shall be responsible to pay when due all taxes imposed upon all personal property of Tenant. Any realty transfer taxes that are assessed as a result of this Lease or Tenant's occupancy of the Premises shall be payable from the funds in the Project Budget (as defined in the Professional Services Development Agreement) designated for such purposes.

2. COMMENCEMENT OF LEASE TERM

(a) The Commencement Date of this Lease shall be the date of issuance by the applicable governmental authority of a certificate of occupancy (or comparable evidence of completion) for the Premises. The Lease Term shall continue for ninety-nine (99) years from the later of the Commencement Date or the first day of the month immediately following the month in which the Commencement Date occurs if the Commencement Date does not occur on the first day of the month.

(b) When the Commencement Date of this Lease has been determined, Tenant shall execute, acknowledge and deliver to Landlord an acceptance letter in the form attached hereto as **Exhibit C**, specifying, among other things, the Commencement Date. Tenant's failure to do so, after demand by Landlord, shall not affect the occurrence of the Commencement Date.

3. USE OF REMAINDER OF CONVENTION CENTER UNIT BY TENANT

In addition to the Premises described in this Lease, Tenant is given (for the Lease Term) (i) the right to use the Common Elements consistent with the Declaration, and (ii) with the written consent of Landlord, the right to install, place upon, or affix to the roof and exterior walls of the Premises or elsewhere, equipment, antennas or other objects or structures used for communications purposes, provided the same shall not materially impair the structural integrity of the Convention Center Unit, subject to Tenant's compliance with the terms and conditions of this Lease and to the terms and conditions of the Land Documents, and (iii) a non-exclusive easement over, across and through such portions of the Convention Center Unit as may be reasonably necessary for Tenant's access to the Premises and/or conduct of business therein.

4. COMPLETION OF PREMISES FOR TENANT'S OCCUPANCY

Landlord shall construct, complete and deliver the premises for Tenant's occupancy in accordance with the Project Schedule (as defined in the Professional Services Development Agreement) and the Plans and Specifications (as defined in the Professional Services Development Agreement). The rent reserved and covenanted to be paid herein and the term of this Lease shall not commence until possession of the Premises is given or the Premises are available for occupancy by Tenant.

5. MAINTENANCE COSTS

(a) Landlord shall have responsibility for operation and maintenance of the Convention Center Unit (including, without limitation, the Premises) and Landlord agrees to operate and maintain the Convention Center Unit in good order in a manner consistent with the Quality Standard and the Declaration. The Association shall have responsibility for operation and maintenance of all Common Elements of the Condominium pursuant to the Declaration. Tenant shall pay, as Additional Rent, on a monthly basis, its Proportionate Share of (i) all Common Expenses (as defined in the Declaration) and all other amounts that may be assessed from time to time against the Convention Center Unit by the Association pursuant to the terms of the Declaration, and (ii) all of the following costs and expenses incurred in operating, maintaining and repairing the Convention Center Unit ("Convention Center Unit Maintenance Costs"), which shall include and be limited to: lawn care and landscaping; insurance; repairs; lighting; refuse removal; water and sewer charges (to the extent not charged directly to Tenant as provided in Section 6 below); the cost of personnel to implement such services and to maintain the Convention Center Unit; utilities (to the extent not charged directly to Tenant as provided in Section 6 below); maintenance contracts and repair costs for equipment, including, without limitation, heating, ventilation, and air conditioning equipment; maintenance contracts and repair costs for the elevators in the Convention Center Unit; janitorial and/or security services for the Convention Center Unit; electricity (to the extent not charged directly to Tenant as provided in Section 6 below); cost of insurance for and relating to the Convention Center Unit, including fire and extended coverage or "All Risk" coverage, if available (or such greater coverages as

Landlord may be required to carry), elevator, boiler, sprinkler leakage, water damage, public liability and property damage, plate glass, personal property owned by Landlord, fixtures and rent protection; costs of tools, supplies and services; costs of repairs made to the Convention Center Unit made pursuant to any governmental requirements; sales, use or excise taxes on supplies and services and on any of the other items enumerated herein; and other costs or expenses necessary to maintain or repair the Convention Center Unit in accordance with this Lease.

(b) Landlord shall estimate the Convention Center Unit Maintenance Costs annually in advance, and Tenant shall pay its Proportionate Share of the estimated amount monthly in advance as Additional Rent. These estimated charges shall then be adjusted annually or semi-annually, as determined by Landlord, based on actual costs. If the total of the monthly payments actually made by Tenant shall be less than its Proportionate Share of the Convention Center Unit Maintenance Costs, Tenant shall pay to Landlord the amount of such difference within twenty (20) days after notice of the amount due. If Tenant shall have paid more than its Proportionate Share of the Convention Center Unit Maintenance Costs. Landlord shall credit the excess against Tenant's next Rent payment(s) coming due or, if after the end of the Lease Term, reimburse such amount to Tenant promptly.

(c) Landlord shall keep at the principal office of Landlord complete, true and accurate records of the Convention Center Unit Maintenance Costs throughout the Lease Term. Upon Tenant's written request, the records shall be made available for inspection or audit from time to time, but not more frequently than annually, by Tenant or its duly authorized representative at Landlord's offices during regular business hours and for a period of two (2) years after each Lease Year. If any inspection or audit of such records results in the conclusion that Tenant was overcharged for Convention Center Unit Maintenance Costs for any Lease Year, then Tenant may provide written notice of such alleged variance that shall identify, with specificity, the basis for Tenant's assertion to Landlord. Within thirty (30) days after receipt of Tenant's notice, Landlord shall either (i) in the event Tenant was overcharged by less than five percent (5%), reimburse Tenant such overcharged amount, (ii) in the event Tenant was overcharged by five percent (5%) or more, reimburse Tenant such overcharged amount and all of Tenant's costs and expenses associated with such inspection and/or audit or (iii) notify Tenant in writing that it disagrees with the alleged variance in which case Tenant's claim shall be resolved by arbitration in accordance with the provisions of Paragraph 53 of this Lease if Landlord and Tenant are not otherwise able to reach agreement.

6. PUBLIC UTILITIES

(a) Landlord shall, at its sole cost and expense, arrange for the initial hook-up of, installation and maintenance of all utilities, telephone services and equipment required by Tenant in the use of the Premises. To the extent that charges for usage of utilities are separately metered for all or a portion of the Premises, Tenant shall pay the charges directly and in addition to Tenant's Proportionate Share of the Convention Center Unit Maintenance Costs, subject to

clause 6(c) below . Any such charges that are not separately metered will be included in Tenant's Proportionate Share of the Convention Center Unit Maintenance Costs.

(b) To the extent that charges for water and sewer usage are sub-metered for all or a portion of the Premises, Tenant shall pay the charges directly and in addition to Tenant's Proportionate Share of the Convention Center Unit Maintenance Costs, subject to clause 6(c) below. Any such charges that are not sub-metered will be included in Tenant's Proportionate Share of the Convention Center Unit Maintenance Costs. In addition, pursuant to Section 5 above but subject to clause 6(c) below, Tenant shall pay its Proportionate Share of all water and sewer charges for the Convention Center Unit, which payment shall be made monthly in advance as part of the Convention Center Unit Maintenance Costs.

(c) In no event shall public utilities which are sub-metered for all or a portion of the Premises and which are paid directly by Tenant pursuant to this Section 6 be included in Convention Center Unit Maintenance Costs.

7. [RESERVED]

8. REPAIRS; MAINTENANCE OF PREMISES

(a) Landlord shall maintain, repair and replace all parts of the Premises, including, without limitation, the roof, all structural elements, the exterior walls of the Premises, and electrical, plumbing, heating and air conditioning equipment and other mechanical equipment (whether exclusively serving the Premises or otherwise), all in accordance with the Quality Standard and the Declaration; provided that if any repair is required by reason of the negligence or intentional misconduct of Tenant or any of its agents, employees, or invitees, Landlord may make such repairs and add the cost thereof to the next installment of Rent thereafter coming due. Tenant shall give Landlord written notice of the necessity of any repairs to the Premises. Any failure by Landlord to furnish, or delay in furnishing, any maintenance or services that are required of Landlord under this Section 8 when such failure is caused by an event of Force Majeure, shall not constitute a default by Landlord under this Lease and shall not render Landlord liable for any damages directly or indirectly resulting from such failure or delay, provided, however, that until such failure is cured by Landlord, Tenant shall be permitted to abate Rent and shall otherwise be relieved from its obligations under this Lease.

(b) Except as otherwise set forth in the Declaration or in Section 8(a) above, Tenant shall keep the Premises in good order and clean and attractive appearance consistent with the overall condition of the Project and the Quality Standard.

(c) Except as provided in Section 9 below, at the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as when received, reasonable wear and tear and, subject to Tenant's obligations under this Lease, casualty or condemnation excepted.

9. ALTERATIONS

(a) Tenant may make non-structural alterations, improvements, and additions to the Premises, including (without limitation) drilling into, or securing any fixture, apparatus, or equipment of any kind to, any part of the Premises. All such alterations, improvements, and additions made by Tenant shall remain upon the Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to or simultaneously with such expiration or termination, have given written notice to Tenant to remove same, in which event Tenant shall remove such alterations, improvements, and additions and restore the Premises to the same good order and condition as at the Commencement Date, reasonable wear and tear and, subject to Tenant's obligations under this Lease, casualty or condemnation excepted. Upon default by Tenant, Landlord may perform such restoration and collect the cost thereof from Tenant as Additional Rent. Tenant shall not make any structural alterations, improvements or additions to the Premises without the prior written consent of Landlord. Tenant's obligations under this Section 9 shall, in all events, be carried out in conformant with the provisions of Section 10(h) below.

(b) Landlord shall not make any structural or non-structural alterations, improvements or additions to the Convention Center Unit which could have a Material Adverse Effect on the Premises without the prior written consent of Tenant. Landlord and Tenant shall make alterations, improvements and additions to the Convention Center Unit, including the replacement of furniture, fixtures and equipment, in accordance with the Declaration.

10. AFFIRMATIVE COVENANTS OF TENANT

Tenant covenants that it shall:

(a) Pay all Rent at the times, and in the manner, set forth in this Lease.

(b) Comply with the terms of all statutes, ordinances and regulations applicable to Tenant or its use of the Premises, and save Landlord harmless from penalties, fines, costs, expenses, or damages resulting from Tenant's failure to do so; provided, however, that Tenant shall have the right on a timely basis to contest or challenge the applicability of any such statute, ordinance or regulation and shall not be deemed to have breached this Lease because of any such contest or challenge. Tenant shall provide to Landlord copies of each licensure inspection report within ten (10) days after receipt of same, and shall provide to Landlord, within ten (10) days following the applicable deadline for corrective action, evidence of compliance with any corrective action recommended or required as a result of any such inspection.

(c) Comply with the terms and conditions set forth herein relating to the use, operation, and maintenance of the Premises.

(d) Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Premises.

(e) Conduct its operations at the Premises in a professional manner and keep the Premises in condition consistent with the Quality Standard.

(f) Comply with all rules and regulations of Landlord with respect to the Convention Center Unit, whether in effect at the time of execution of this Lease or amended or promulgated from time to time thereafter by Landlord in its reasonable discretion, including (without limitation) the installation of fire extinguishers and other safety equipment as Landlord may require and compliance with the recommendations of Landlord's insurance carriers and their rate-making bodies.

(g) Comply with all terms and provisions of the Land Documents affecting all or any portion of the Convention Center Unit and/or the Common Elements.

(h) Have no power or authority to create any lien or permit any lien to attach to the Premises (except the lien of a leasehold mortgage on Tenant's leasehold interest in the Premises), or any interest of Landlord in the Premises or the Convention Center Unit, and all suppliers, contractors, artisans, mechanics, laborers and other persons contracting with Tenant with respect to the Premises or any part thereof shall be so notified in writing by Tenant. Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Premises or the Convention Center Unit or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against the Premises or the Convention Center Unit, Tenant shall cause the same to be discharged of record within thirty (30) days after Tenant has notice of the filing of the same. If Tenant shall fail to discharge the lien within such period of time, then, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due, procuring the discharge of the lien by giving security, or taking such other action as may be permitted by law. Notice is hereby given that Landlord is not and shall not be liable for any labor, services or materials furnished to or on behalf of Tenant, and that no construction, mechanic's or other lien for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises or the Convention Center Unit.

(i) Repay to Landlord as Additional Rent, on demand, any and all liabilities, costs or expenses incurred by Landlord as a result of the breach of any covenant set forth in this Section 10 or in Section 11 below, and interest thereon at the lesser of the Default Rate or the maximum amount allowed by law.

11. NEGATIVE COVENANTS OF TENANT

Tenant covenants that it shall not do any of the following without obtaining the prior written consent of Landlord:

(a) Use or operate any machinery or permit the emission of any noises or noxious odors from the Premises that are harmful to persons or property, or otherwise take any act or permit or suffer any occurrence or the continuation of any condition that disturbs or interferes with the normal use of the Convention Center Unit.

(b) Do, or suffer to be done, anything at the Premises or the Convention Center Unit that causes the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or the Convention Center Unit to become void or suspended, or be rated as a more hazardous risk than at the Commencement Date. In the case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord as Additional Rent any increase of premiums on insurance carried by Landlord on the Convention Center Unit caused in any way by the occupancy of Tenant.

(c) Commit, or suffer to be committed, any waste upon the Premises.

(d) Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra-hazardous purpose, nor operate or conduct its practice or business in a manner constituting a nuisance of any kind in the reasonable judgment of Landlord. Tenant shall, immediately on discovery or notice of any unlawful, disreputable, or ultra-hazardous use, take action to halt such activity.

12. HAZARDOUS WASTE DISPOSAL

(a) For purposes of this Lease, "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, (i) petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems; (ii) any materials, substances and/or wastes which are or hereafter become regulated by any local governmental authority, the Commonwealth of Pennsylvania or the United States; and (iii) substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1901, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and all other corresponding or related Commonwealth of Pennsylvania and local statutes, ordinances and regulations; including, without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").

(b) Tenant, and all of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, lessees, sublessees, concessionaires, invitees and any other occupants to the Premises (collectively, "Tenant Representatives"), shall abide by all Hazardous Materials Laws and other municipal, county, state and federal statutes, laws, ordinances, administrative rules and regulations and guidelines applicable to the disposal of Hazardous Materials. Tenant shall not use, handle, deposit or dispose of any Hazardous

Materials which requires special handling into the waste disposal facilities provided by Landlord. Tenant shall, at Tenant's expense, employ or engage private waste management services to dispose of any and all waste of Tenant which must be handled in any manner other than general waste collection provided by Landlord through public or private waste collection service. Without limiting the foregoing, Tenant shall employ or engage a licensed waste disposal service to provide any required containers or storage facilities and to remove any Hazardous Materials which Tenant must handle in a manner as provided for by Hazardous Materials Laws. The provisions of this Section 12(b) are further subject to the limitations on Tenant's use of Hazardous Materials set forth in Section 12(d) below.

(c) Tenant shall indemnify, defend and hold harmless Landlord and the holder of any mortgage ("Mortgagee") encumbering all or any portion of the Convention Center Unit or the real property upon which the Convention Center Unit is situated ("Mortgage"), and their respective partners, shareholders, directors, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims arising from or in connection with any act, omission or negligence of Tenant, or any of its subtenants or licensees or its or their partners, directors, officers, agents, employees or contractors, relating to or arising out of the disposal of Hazardous Materials from the Premises, such indemnity to include all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding with respect thereto, including, without limitation, all attorney's fees and expenses. In the event any Indemnified Party shall be made a party to any litigation or proceeding commenced by or against Tenant, then Tenant shall indemnify, defend and hold such Indemnified Party harmless with respect thereto, and Tenant shall pay all costs, expenses and reasonable attorneys' fees (in all proceedings) incurred or paid by such Indemnified Party in connection with such litigation or proceeding, or in enforcing the covenants and agreements of this Section. **TENANT ACKNOWLEDGES AND AGREES THAT IT IS THE SOLE RESPONSIBILITY OF TENANT TO ASCERTAIN AND COMPLY WITH THE HANDLING AND DISPOSAL OF HAZARDOUS MATERIALS OR ANY OTHER MATERIALS FROM THE PREMISES.**

(d) Tenant hereby agrees that Tenant and Tenant's Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or the Convention Center Unit, or transport to or from the Premises or the Convention Center Unit in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except those materials commonly used in cleaning premises such as the Premises or those materials commonly used in connection with the Permitted Use and then only in compliance with all applicable Hazardous Materials Laws. Furthermore, Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Tenant or any of Tenant's Representatives of Hazardous Materials on the Premises, including (without limitation) discharge of (appropriately treated) materials or wastes only as provided by law.

(e) If at any time during the Lease Term (or any extended term) any contamination of the Premises or the Convention Center Unit by Hazardous Materials shall occur, where such contamination is caused by the act or omission of Tenant or Tenant's Representatives ("Tenant Contamination"), then Tenant, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Convention Center Unit or the groundwater underlying the Convention Center Unit to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Pennsylvania. However, Tenant shall not take any required remedial action in response to any Tenant's Contamination in or about the Convention Center Unit or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Tenant's Contamination without first notifying Landlord and any Mortgagee of Tenant's intention to do so, and affording Landlord and any Mortgagee the opportunity to appear, intervene or otherwise appropriately assert and protect their interests with respect thereto.

(f) In addition to all other rights and remedies of Landlord or any Mortgagee, if Tenant does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Tenant's Contamination and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Tenant's Contamination within thirty (30) days after Landlord and any Mortgagee have reasonably approved Tenant's remediation plan and all necessary approvals and consents have been obtained, and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then Landlord or any Mortgagee, at their sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and Tenant shall reimburse, within fifteen (15) business days of demand for reimbursement, all amounts reasonably paid by Landlord (together with interest on said amounts at the highest lawful rate until paid), when said demand is accompanied by proof of payment of the amounts demanded. Tenant shall promptly deliver to Landlord and any Mortgagee copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Convention Center Unit as part of Tenant's remediation of any Tenant's Contamination.

(g) Landlord shall indemnify, defend and hold harmless Tenant and Tenant's partners, shareholders, directors, officers, agents and employees from and against any and all claims arising from or in connection with Landlord's violation of any Hazardous Materials Laws or any act, omission or negligence of Landlord, or any of its agents, employees or contractors, relating to or arising out of the disposal of Hazardous Materials from the Convention Center Unit, such indemnity to include all costs, expenses and liabilities incurred in or in connection with each such claim, action or proceeding with respect thereto, including, without limitation, all attorney's fees and expenses.

(h) Each party hereto (for purposes of this Section 12, a "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted,

contemplated or threatened concerning the Convention Center Unit pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Convention Center Unit relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Convention Center Unit; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Convention Center Unit including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or averted violations relating in any way to the Premises or Tenant's use thereof.

13. RIGHTS OF LANDLORD

In addition to any other rights of Landlord reserved herein, Landlord reserves the following rights with respect to the Premises:

(a) At all reasonable times after prior notice to Tenant, by itself or its duly authorized agents, to enter into the Premises to inspect same and, to make repairs, required by the Declaration or otherwise authorized under the Lease; to take photographs of the Premises for promotional or other purposes of Landlord; and, after notice from either party of intention to terminate this Lease given in accordance with any rights to terminate expressly provided for in this Lease), at any time within twelve (12) months prior to the expiration of the Lease Term or any extension term, or in connection with a potential sale or refinancing of the Convention Center Unit or any portion thereof, to show the Premises. If Tenant does not make itself available or otherwise refuses to admit Landlord or its agents to the Premises during regular business hours after prior notice from Landlord, or if an entry into the Premises shall be necessary in the case of an emergency, Landlord or Landlord's agents may make forcible entry without rendering Landlord or such agents liable therefor and without in any manner affecting the obligations and covenants of Tenant under this Lease. Tenant hereby irrevocably grants Landlord the necessary licenses to carry out the terms of this subsection.

(b) To install, place upon, or affix to the roof and exterior walls of the Premises or elsewhere, equipment, signs, displays, antennas, or other objects or structures of any kind, provided the same shall not materially impair the structural integrity of the Convention Center Unit or unreasonably interfere with Tenant's Permitted Use of the Premises.

(c) To enter into the Premises in the case of an emergency to make repairs, alterations, and additions thereto. The exercise of any right to Landlord in this Section 13 shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, and shall not render Landlord liable in any manner to Tenant, any of Tenant's or to any other person.

(d) To amend, modify or terminate any of the Land Documents, or to enter into additional Land Documents from time to time, provided, however, that Tenant shall not be bound by any such amendment, modification, termination or additional Land Document entered into without Tenant's agents or employees prior written consent.

14. CASUALTY

The provisions of the Declaration shall govern in the event of damage or destruction to the Convention Center Unit or the Premises by fire or other casualty.

15. INDEMNIFICATION AND INSURANCE REQUIREMENTS

(a) Tenant shall:

(i) Subject to the provisions of Section 15(g), indemnify, defend and save the Indemnified Parties harmless from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees and costs in all proceedings, in connection with loss of life, personal injury, or damage to property occurring in or about the Premises, as well as any loss of life, personal injury, or damage to property occurring in or about the Convention Center Unit, if caused by the acts or omissions of Tenant or any of Tenant's agents or employees.

(ii) At all times during the term hereof, keep in force, at Tenant's expense, commercial property insurance on any and all furniture, fixtures, equipment, supplies and other property owned, leased, held or possessed by Tenant, against all risk of physical loss in an amount not less than one hundred percent (100%) of the actual replacement cost of such personal property (less any deductible); provided, however, that if the full insurable value of such personal property is less than the actual replacement cost of such property, then Tenant may reduce the amount of such insurance coverage to one hundred percent (100%) of the full insurable value of such property.

(iii) At all times during the term hereof, keep in force, at its own expense, commercial liability insurance protecting and indemnifying Landlord against any and all claims for damages to person or property or for loss of life or of property occurring upon, in or about the Premises, with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence with umbrella coverage of not less than Twenty Million Dollars (\$20,000,000);

(iv) At all times during the term hereof, keep in force, at its own expense, worker's compensation (including employer's liability insurance) covering Tenant's employees providing the statutory benefits required under Pennsylvania law.

(b) Landlord shall:

(i) Subject to the provisions of Section 15(g), indemnify, defend and save Tenant harmless from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees and costs in all proceedings, in connection with loss of life, personal injury, or damage to property occurring in or about the Convention Center Unit, if caused by the acts or omissions of Landlord or any of Landlord's agents or employees.

(ii) At all times during the term hereof, keep in force, at Landlord's expense, commercial property insurance on the improvements constituting the Convention Center Unit, any and all furniture, equipment, supplies and other property owned, leased, held or possessed by Landlord and contained in the Convention Center Unit, against all risk of physical loss in an amount not less than one hundred percent (100%) of the actual replacement cost of such improvements (excluding foundation); provided, however, that if the full insurable value of such improvements is less than the actual replacement cost of such improvements, then Landlord may reduce the amount of such insurance coverage to one hundred percent (100%) of the full insurable value of such improvements (excluding foundation).

(iii) At all times during the term hereof, keep in force, at its own expense, commercial liability insurance protecting and indemnifying Tenant against any and all claims for damages to person or property or for loss of life or of property occurring upon, in or about the Convention Center Unit, with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence with umbrella coverage of not less than Twenty Million Dollars (\$20,000,000);

(c) All of the policies of insurance provided for in this Lease shall be with reputable companies licensed and authorized to issue such policies in such amounts in the Commonwealth of Pennsylvania. Such insurance may be carried under blanket policies that include other properties and provide separate coverage for the insured property. Upon request, Landlord and Tenant shall each deliver certificates showing such insurance to be in full force and effect to the other party. Such certificates shall be endorsed to show the receipt by the issuer of the premiums for such insurance or shall be accompanied by other evidence of payment of such premiums. If the premium covers more than one (1) year and may be paid in installments, then only an annual installment must be paid in advance. Such policies shall contain express waivers by the insurer of any rights of subrogation against the other party. The deductible amount for any insurance coverage required to be carried by a party shall not exceed five percent (5%) of the policy amount without written approval of the other party.

(d) All insurance required by this Section 15 shall name the carrying party as insured and the other party as additional insured and may, at the option of either party, name any Mortgagee or any other persons, all as their respective interests may appear.

(e) Each policy of insurance required to be maintained under this Lease shall provide that it may not be cancelled by the insurer for nonpayment of premiums or otherwise

until at least thirty (30) days after service of notice of the proposed cancellation upon the non-carrying party.

(f) Each party shall be solely responsible for the premiums for the insurance policies required to be maintained by it hereunder.

(g) To the extent permitted by applicable law, Landlord and Tenant each release the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only to the extent that such release shall be lawful at that time.

16. WAIVER OF CLAIMS BY TENANT

Landlord and its agents, employees, and contractors shall not be liable for, and Tenant hereby releases all claims for damages to person or property sustained by Tenant or any person claiming by, through or under Tenant resulting from, any fire, accident, occurrence, or condition in or upon the Premises or Landlord's property, including, but not limited to, claims for damage resulting from: (i) any defect in or failure of plumbing, heating, or air conditioning equipment, electrical wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking, or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises or the Convention Center Unit; (iv) the backing-up of any sewer pipe or downspout, (v) the escape of steam or hot water; (vi) water being upon or coming through the roof or any other place upon or near the Premises; (vii) the falling of any fixture, plaster, or stucco; (viii) broken glass; (ix) any act, negligence, or omission of Tenant or other occupants of the Convention Center Unit; and (x) vandalism or theft. Any release by Tenant given hereunder shall not be deemed to be a waiver or release of any claims by Tenant against Landlord's insurers pursuant to insurance policies carried by Landlord.

17. FIXTURES

(a) Any and all improvements to the Premises, regardless of whether such improvements constitute fixtures, but excluding Tenant's trade fixtures, shall remain a part of the Premises, and in no event may be removed by or on behalf of Tenant during the Lease Term or any extension thereof, or upon the expiration or earlier termination of this Lease or any extension thereof.

(b) Any trade fixtures installed in the Premises by Tenant shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease or any extension thereof, provided Tenant shall not at such time be in default hereunder; and, provided further, that in the event of such removal, Tenant shall, at the time of removal, repair

the damage caused by such removal and promptly restore the Premises to its original improved order and condition, reasonable wear and tear and, subject to Tenant's obligations under this Lease, casualty and condemnation excepted. Any such trade fixture not removed at or prior to expiration or earlier termination of this Lease shall become the property of Landlord. Without limitation of the foregoing, light fixtures, cabinetry, and plumbing equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any extension thereof, and shall be the property of Landlord. If the removal of trade fixtures would leave any wall or floor indentations or other non-standard improvement finishes, then the obligation of Tenant to restore the Premises (as a condition of removal of any such trade fixtures) includes the obligation to eliminate any such indentations or other non-standard improvement finishes and paint or otherwise finish the applicable areas in the same manner as surrounding areas, such that, in the reasonable judgment of Landlord, Landlord shall not be required to incur any expense to make the Premises ready for a successor tenant as relates to the areas of the Premises from which trade fixtures have been removed.

(c) Landlord hereby waives any Landlord's statutory, possessory, contractual or other kind of lien, right of distraint or levy, security interests or other interests which Landlord may now or hereafter have in any of Tenant's trade fixtures, personal property, equipment, inventory and other goods ("Tenant's Property") now or hereafter located at or on the Premises. The creation of a lien on Tenant's Property in favor of a third party shall not be deemed a breach of this Lease and Landlord shall acknowledge and consent thereto.

18. ASSIGNING AND SUBLETTING

(a) Except as permitted in section 18(b) below, Tenant covenants that it shall not, by operation of law or otherwise, assign this Lease, sublease all or any part of the Premises, or permit the Premises to be used by others without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment, subletting or use of the Premises by others shall not constitute a waiver of Landlord's right to withhold its consent to any other assignment, subletting or use by others of the Premises. Whether or not Landlord's consent shall be granted to any proposed assignment or subletting, Tenant shall reimburse Landlord its expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by Landlord in connection with Tenant's request for such consent. In addition, Tenant shall pay to Landlord, as Additional Rent, all reasonable direct and indirect expenses incurred by Landlord due to any such assignee or sublessee taking possession of the Premises, including freight elevator operation, security service, cleaning service, janitorial service and rubbish removal.

(b) Notwithstanding anything to the contrary set forth herein, no consent by Landlord shall be required for (i) an assignment of this Lease to any successor to Tenant's interest in the Hotel Unit or to any affiliate of Tenant, or (ii) Tenant's sublease, license, rental agreement or any other arrangement whereby Tenant permits third parties to use the Premises for any of the Permitted Uses.

(c) Notwithstanding anything to the contrary set forth herein, Tenant may, without the requirement for any consent by Landlord, assign this Lease and mortgage Tenant's leasehold interest in the Premises (a "Leasehold Mortgage"), and the execution and delivery of any Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease nor shall the holder of any Leasehold Mortgage (a "Leasehold Mortgagee"), as such, be deemed an assignee or transferee of this Lease so as to require such holder to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed under this Lease. Landlord and Tenant agree:

(i) If Tenant or any Leasehold Mortgagee shall have delivered to Landlord prior written notice of the address of any Leasehold Mortgagee, Landlord will mail to such Leasehold Mortgagee a copy of any notice or other communication from Landlord to Tenant under this Lease including, without limitation, notice of an event of default hereunder, at the time of giving such notice or communication to Tenant, and will give to such Leasehold Mortgagee notice of any rejection of the Lease by the trustee in bankruptcy of the Tenant or by Tenant as debtor in possession. Such copies of notices or other communications shall be sent by Landlord and deemed received as described in Article 40 below. No notice given by Landlord to Tenant shall be binding upon or affect said Leasehold Mortgagee unless a copy of said notice shall be given to Leasehold Mortgagee pursuant to this Section.

(ii) In the event of any event of default, any Leasehold Mortgagee will have the same periods as are given Tenant for remedying such default or causing it to be remedied, plus, in each case, an additional period of sixty (60) days after the expiration of the initial period or after Landlord has served a notice or a copy of a notice of such default upon the Leasehold Mortgagee, whichever is later.

(iii) In the event of an event of default, any Leasehold Mortgagee, without prejudice to its rights against Tenant, shall have the right to cure such default within the applicable grace periods provided for in the preceding Section 18(c)(ii), above, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing that Tenant is hereby required to do or perform, and Landlord shall accept such performance on the part of such Leasehold Mortgagee as though the same had been done or performed by Tenant; provided, however, that said Leasehold Mortgagee shall not thereby or hereby be subrogated to the rights of Landlord. For such purpose, Landlord and Tenant hereby authorize such Leasehold Mortgagee to enter upon the Premises and to exercise any of its rights and powers under this Lease and subject to the provisions of this Lease.

(iv) In the event of an event of default by Tenant, and if prior to the expiration of the applicable grace period specified in Section 18(c)(ii), above, a Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the leasehold interest of Tenant by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, whether by performance on behalf of Tenant of its obligations under

this Lease, or by entry on the Premises by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of the Lease or re-renter, take possession of or relet the Premises or similarly enforce performance of this Lease in a mode provided by law so long as such Leasehold Mortgagee is with all due diligence and in good faith engaged in the curing of such default, or effecting such foreclosure; provided, however, that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if such default shall be cured. If the Leasehold Mortgagee, its nominee, or a purchaser in a foreclosure sale, shall acquire title to Tenant's leasehold estate hereunder and shall cure all events of default which are susceptible of being cured by the Leasehold Mortgagee or by said purchaser, as the case may be, then prior events of default which are not susceptible to being cured by the Leasehold Mortgagee or by said purchaser shall no longer be deemed events of default hereunder.

(v) Tenant may delegate irrevocably to the Leasehold Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation shall be binding upon Landlord unless and until either Tenant or the Leasehold Mortgagee shall give to Landlord a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the Leasehold Mortgage itself, in which case service upon Landlord of an executed counterpart or conformed copy of said Leasehold Mortgage in accordance with this Section 18(c), together with written notice specifying the provisions which delegate such authority to said Leasehold Mortgagee, shall be sufficient to give Landlord notice of such delegation.

(vi) In the event that Tenant's interest under this Lease shall be terminated by a sale, assignment or transfer pursuant to the exercise of any remedy of a Leasehold Mortgagee, including foreclosure, whether by judicial proceedings or by virtue of any power contained in the applicable Leasehold Mortgage, Landlord shall recognize the Leasehold Mortgagee or its nominee or assignee as the tenant hereunder and will execute and deliver to such Leasehold Mortgagee or its nominee or assignee a new lease of the Premises. Such new lease shall be for a term equal to the remainder of the term of this Lease before giving effect to such termination and shall contain the same covenants, agreements, terms, provisions and limitations as this Lease, and shall be subject only to the encumbrances and other matters recited in this Lease and acts done or suffered by Tenant and such new lease shall have priority equal to the priority of this Lease. Upon the execution and delivery of such new lease, the new tenant, in its own name or in the name of Landlord, may take all appropriate steps as shall be necessary to remove Tenant from the Premises and Landlord shall cooperate with the new tenant in accomplishing such removal, but Landlord shall not be subject to any liability for the payments of fees, including reasonable attorneys' fees, costs or expenses in connection with such removal; and such new tenant shall pay all such fees, including attorneys' fees, costs and expenses or, on demand make reimbursements therefor to Landlord.

(vii) In the event a default under a Leasehold Mortgage shall have occurred, such Leasehold Mortgagee may exercise with respect to the Premises any right, power or remedy under the Leasehold Mortgage.

(viii) This Lease may be assigned, without the consent of Landlord, to or by any Leasehold Mortgagee or its nominee, or pursuant to foreclosure or similar proceedings, or the sale, assignment or other transfer of this Lease in lieu thereof, or the exercise of any other right, power or remedy of the Leasehold Mortgagee, and any Leasehold Mortgagee shall be liable to perform the obligations imposed on Tenant in this Lease only for and during the period it is in possession or ownership of the leasehold estate created by this Lease.

(ix) There shall be no merger of this Lease or any interest in this Lease nor of the leasehold estate created by this Lease with the fee estate in the Premises, by reason of the fact that this Lease or such interest in this Lease or such leasehold estate may be directly or indirectly held by or for the account of any person who shall hold the fee estate in the Premises, or any interest in such fee estate, nor shall there be such a merger by reason of the fact that all or any part of the leasehold estate created by this Lease may be conveyed or mortgaged in a Leasehold Mortgage to a Leasehold Mortgagee who shall hold the fee estate in the Premises or any interest of the Landlord under this Lease.

(x) No surrender (except a surrender upon the expiration of the term of this Lease) by Tenant to Landlord of this Lease, or of the Premises, or any part thereof, or of any interest therein, and no termination of this Lease by Landlord or Tenant shall be valid or effective, and neither this Lease nor any of the terms of this Lease may be amended, modified, changed or canceled and no consents of Tenant under this Lease shall be valid or effective without the prior written consent of any Leasehold Mortgagee who shall have previously given Landlord written notice of the existence of its Leasehold Mortgage.

(xi) Landlord consents to a provision in Leasehold Mortgages or otherwise for an assignment of rents from subleases of the Premises to the holder of any such Leasehold Mortgage, effective upon any default under such Leasehold Mortgage.

(xii) Landlord agrees that the names of each Leasehold Mortgagee shall be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant under this Lease on condition that the insurance proceeds are to be applied in the manner specified herein.

(xiii) Nothing herein contained shall require any Leasehold Mortgagee to enter into a new lease, or to cure any default of Tenant referred to above.

(xiv) In the event any Leasehold Mortgagee or its designee becomes the Tenant under this Lease or under any new lease obtained pursuant to this Section 18(c), the Leasehold Mortgagee or its designee shall be liable for the obligations of Tenant under this Lease or a new lease only for the period of time that the Leasehold Mortgagee or its designee

remains the actual beneficial holder of the Tenant's leasehold estate hereunder, and only to the extent provided in this Lease or such new lease. No Leasehold Mortgagee shall have any personal liability beyond its interest in the Premises for the performance or payment of any covenant, liability, warranty or obligation hereunder or under any new lease, new agreement or other agreement entered into in connection herewith, and the Landlord agrees that it shall look solely to the interests of such Leasehold Mortgagee in the Premises for payment or discharge of any such covenant, liability, warranty or obligation.

(xv) The parties hereto shall give all Leasehold Mortgagees notice of any arbitration, litigation, or condemnation proceedings, or of any pending adjustment of insurance claims as each may related to the Premises, and any Leasehold Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to the proceedings, such Leasehold Mortgagee shall receive notice and a copy of any award or decision made in connection therein.

(xvi) Landlord and Tenant hereby agree to cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of implementing the Leasehold Mortgagee protection provisions contained in this Lease and allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of the Leasehold Mortgage, as well as such other documents containing terms and provisions customarily required by Leasehold Mortgagees (taking into account the customary requirements of their participants, syndication partners or ratings agencies) in connection with any such financing. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording) any agreement necessary to effectuate any such amendment as well as such other documents containing terms and provisions customarily required by lenders in connection with any such financing; provided, however, that any such amendment shall not in any way affect the term or rent under this Lease.

19. SUBORDINATION; ATTORNMENT

(a) This Lease is subject and subordinate to the Land Documents and any Mortgages, and to any renewals, modifications, increases, extensions, replacements, and substitutions of any of the foregoing subject to the condition, as to all such matters, that such Mortgagee executes and delivers, in recordable form and in form and substance reasonably satisfactory to Tenant, a nondisturbance agreement in Tenant's favor providing that this Lease and the leasehold estate hereunder, and the rights granted and provided to Tenant by this Lease, shall remain in full force and effect so long as no event of default hereunder by Tenant has occurred and is continuing. This provision shall be self-operative and no further instrument of subordination shall be required; provided, however, that Tenant shall execute, acknowledge and deliver such further instrument(s) in recordable form confirming this subordination as may be reasonably requested by Landlord or any Mortgagee. At the option of any Mortgagee, this Lease shall be made superior to such Mortgage.

(b) If any Mortgagee succeeds to the rights of Landlord under this Lease, whether through foreclosure, deed-in-lieu of foreclosure, delivery of a new lease or otherwise (a “Successor Landlord”), then at the request of the Successor Landlord and upon Successor Landlord’s written agreement to accept Tenant’s attornment, Tenant shall attorn to and recognize such Successor Landlord as Tenant’s Landlord under this Lease. This provision shall be self-operative and no further instrument of attornment shall be required; provided, however, that Tenant shall execute, acknowledge and deliver such further instrument(s) conforming such attornment as may be reasonably requested by such Successor Landlord. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between Successor Landlord and Tenant upon all of the terms set forth in this Lease.

20. PERFORMANCE OF TENANT’S COVENANTS

Tenant shall perform all of the covenants and conditions on its part to be performed under this Lease, and upon receipt of written notice from Landlord (where notice of non-performance is required by this Lease) will immediately comply with the requirements of such notice. If Tenant shall violate any covenant or condition of this Lease after applicable notice and the right to cure, but only in instances where notice and/or the right to cure are specifically provided for in this Lease, Landlord may, at its option, do or cause to be done any or all of the things required by this Lease. In so doing Landlord shall have the right to cause its agents, employees, and contractors to enter upon the Premises, and in such event shall have no liability to Tenant, its agents and employees, for any loss or damages resulting in any way from such action. Tenant hereby grants Landlord all necessary licenses required to carry out the terms of this Section. Tenant shall pay to Landlord, within ten (10) days of demand, any monies paid or expenses incurred by Landlord in taking such actions, including, without limitation, attorney’s fees and costs in all proceedings, and such sums shall be collectible from Tenant as Additional Rent hereunder.

21. CUSTOM AND USAGE; NO WAIVER

Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times. The waiver by Landlord of any term, covenant or condition in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition herein. The subsequent acceptance of Base Rent, Additional Rent or any other monetary obligation of Tenant hereunder by Landlord shall not be deemed to be a waiver of any preceding breach or default by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to make the particular payment so accepted, regardless of Landlord’s knowledge of such preceding breach or default at the time of acceptance of such payment. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and executed by Landlord.

22. SURRENDER AND HOLDING OVER

(a) Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, shall peaceably surrender the Premises to Landlord in broom clean condition and in good repair as required in this Lease, reasonable wear and tear and, subject to Tenant's obligations under this Lease, casualty or condemnation excepted. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder or at law or in equity, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Premises or any part thereof, an amount equal to the greater of twice the Base Rent specified in this Lease as applied to such period, or twice the fair market rental rate for the Premises, together with an amount equal to one hundred fifty percent (150%) of all other payments required hereunder as Additional Rent, provided that Tenant shall nonetheless be a tenant at sufferance.

(b) If Tenant remains in possession of the Premises with Landlord's consent but without a new lease in writing and duly executed by Landlord, Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, but otherwise subject to all the covenants and conditions of this Lease.

23. ADDITIONAL CONSTRUCTION

Landlord reserves the right at any time, and from time to time, to make alterations or additions to the Convention Center Unit, and to build adjoining the same, subject to the provisions of the Declaration and the Other Documents. Landlord also reserves the right to construct other, or add to other, buildings or improvements in the Convention Center Unit or surrounding property, and to permit others to do so from time to time. In the event of such additional construction, Landlord shall not unreasonably interfere with Tenant's occupancy.

24. CONDEMNATION

The provisions of the Declaration shall govern in the event all or a Substantial Part of the Convention Center Unit shall be taken by condemnation, power of eminent domain, or sale in lieu thereof.

25. FORCE MAJEURE

With the exception of the obligation of Tenant to pay Rent and all other amounts that may be due from time to time under this Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any event of Force Majeure, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease shall in no way be affected, impaired, or excused.

26. ESTOPPEL STATEMENT

Within ten (10) days after request therefor by either party hereto or any mortgagee, the party receiving such request shall deliver in recordable form (and signed by a duly authorized representative of such party) a statement to the requesting party, any mortgagee, or any proposed mortgagee or transferee of the Convention Center Unit, certifying (if such be the case) that this Lease is in full force and effect, that Tenant is in possession of the Premises, that Tenant has commenced the payment of Rent, that Tenant has not paid Rent for more than one month in advance, and that there are no defenses or offsets to this Lease claimed by Tenant, as well as any other information reasonably requested. If either party fails or refuses to give a certificate hereunder within the time period herein specified, then the information contained on such certificate as submitted by the requesting party shall be deemed correct for all purposes.

27. EVENTS OF DEFAULT

The occurrence of any of the following shall, in addition to any other events of default provided herein, constitute an event of default hereunder:

- (a) Failure of Tenant to pay any Rent provided for in this Lease within ten (10) days after receipt of written notice from Landlord that the same is overdue;
- (b) Failure of Landlord or Tenant to pay any sum other than Rent required to be paid by Landlord or Tenant under this Lease within ten (10) days after written notice from the other party.
- (c) The filing of a petition by or against Tenant for relief under the United States Bankruptcy Code ("Bankruptcy Code"), reorganization, or appointment of a receiver or trustee of Tenant or Tenant's property; or an assignment by Tenant for the benefit of creditors; or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or if a temporary or permanent receiver or trustee shall be appointed for Tenant or for Tenant's property and such temporary or permanent receiver or trustee shall not be discharged within ninety (90) days from the date of appointment; or any other execution, law, attachment or other process of law upon Tenant's leasehold interest hereunder (or any part thereof); or if any judgment entered against Tenant has not been satisfied or bonded within ninety (90) days of the date of the judgment.
- (d) If Tenant fails to take actual bona-fide occupancy or manifests an intention not to take actual, bona fide occupancy or if Tenant vacates or abandons the Premises during the term hereof or removes or manifests an intention to remove any of Tenant's goods or property therefrom other than in the ordinary and usual course of Tenant's business.
- (e) Tenant's removal or attempted removal of its goods or property from the Premises, other than in the ordinary and usual course of business; without having first paid and

satisfied Landlord for all Rent which may become due during the entire Lease Term (or extension term, as applicable).

(f) The transfer or attempted transfer of any legal or equitable interest, whether by operation of law or otherwise, of this Lease or Tenant's interest in this Lease, except strictly in accordance with the express terms of this Lease.

(g) Landlord's or Tenant's failure to perform or observe any other provision of this Lease (including, without limitation, Tenant's covenants not to change the Permitted Use without the prior written consent of Landlord), within fifteen (15) days after written notice and demand from the other party, provided that, if such failure is of a character as not to permit immediate compliance, then an event of default shall not occur if Landlord or Tenant proceeds diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to complete such cure with all reasonable diligence within a reasonable period thereafter.

28. REMEDIES UPON DEFAULT

(a) Upon the occurrence of any event of default by Tenant as set forth in this Lease, Landlord, at its option, may at such times as it may determine, concurrently or successively, without being deemed to have waived any rights or to have made an election of remedies in any circumstance, do any or all of the following:

(i) terminate this Lease on at least five (5) days' notice to Tenant and, on the date specified in such notice, this Lease and the term hereby demised and all rights of Tenant hereunder shall expire and terminate and Tenant shall thereupon quit and surrender possession of the Premises to Landlord in the condition elsewhere herein provided and Tenant shall remain liable to Landlord for damages equal to the Rent and other charges payable hereunder by Tenant through the date of termination; and/or

(ii) enter upon and repossess the Premises, by force, summary proceedings, ejectment or otherwise, and dispossess Tenant and remove Tenant and all other persons and property from the Premises and have, hold and enjoy the Premises and the rents and profits therefrom.

(b) Upon the occurrence of any event of default by Landlord as set forth in this Lease, Tenant, at its option, shall have all remedies available to it at law or in equity.

(c) If rent or any other sum due from either party to the other shall be overdue for more than ten (10) days, it shall thereafter bear interest until paid at the rate equal to the lesser of the Default Rate or the maximum rate allowed by law.

(d) Subject to the limitations set forth in Sections 28(a) and 30 of this Lease, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of

any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

29. AUTHORITY

All persons executing this Lease on behalf of Landlord and Tenant personally represent and warrant that they have been authorized to execute this Lease by such party. Evidence of such authority shall be provided upon request.

30. LIMITATION ON LIABILITY

(a) Tenant shall look solely to Landlord's interest in the Convention Center Unit and Landlord's personal property used in connection with the Convention Center Unit for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution, or other enforcement procedure for the satisfaction of such judgment or decree.

(b) Landlord shall look solely to Tenant's interest in the Hotel Unit and Tenant's personal property used in connection with the Hotel Unit for the satisfaction of any judgment or decree requiring the payment of money by Tenant, based upon any default hereunder, and no other property or asset of Tenant shall be subject to levy, execution, or other enforcement procedure for the satisfaction of such judgment or decree.

(c) Tenant shall be in exclusive control and possession of the Premises, and Landlord shall not be liable for any injury or damages to any property or to any person on or about the Premises, nor for any injury or damage to any property of Tenant except to the extent caused by the negligence or intentional misconduct of Landlord or its agents. The provisions herein permitting Landlord to enter and inspect the Premises are made to ensure that Tenant is in compliance with the terms and conditions hereof and to make repairs that Tenant has failed to make. Landlord shall not be liable to Tenant for any entry on the Premises for inspection purposes, except with respect to the gross negligence or intentional misconduct of Landlord or its agents.

31. LEGAL EXPENSES

If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable fees of attorneys, paralegals, and legal assistants, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), together with any sales tax thereon, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

32. LAND DOCUMENTS; RULES AND REGULATIONS

The parties shall be bound by all existing Land Documents and the Rules and Regulations, in the form of **Exhibit D** hereto, governing the Premises and the Convention Center Unit or any part thereof as same may be amended. The Rules and Regulations shall be subordinate to the terms and provisions of this Lease.

33. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease, except as to the conditions relating to the delivery of possession of the Premises to Tenant.

34. QUIET ENJOYMENT

Landlord warrants that Tenant shall have peaceable and quiet enjoyment of the Premises, free from any eviction or interference by any party, if Tenant pays the Rent and other charges provided herein and otherwise fully and punctually performs and complies with the terms, conditions, and provisions of this Lease.

35. SIGNS

Without the prior written consent of Landlord, no sign or other promotional or informational materials of any nature shall be placed on the exterior of the Premises, in any window visible from the exterior of the Convention Center Unit, or within the Common Elements. Signage shall be permitted only as provided in **Exhibit E**.

36. SCOPE AND INTERPRETATION OF AGREEMENT

This Lease and all Exhibits set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are the covenants, promises, conditions, or understandings, either oral or written, other than as set forth herein. No subsequent alteration, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties. The laws of the Commonwealth of Pennsylvania shall govern the validity, interpretation, performance, and enforcement of this Lease. This Lease shall not be more strictly enforced against either party regardless of who was more responsible for its preparation. Except at Landlord's option, no part of this Lease or any memorandum thereof may be recorded in the public records of any municipality or county.

37. INVALID PROVISIONS

If any provision of this Lease shall be determined to be void by any court of competent jurisdiction or by any law enacted subsequent to the date hereof, then such

determination shall not affect any other provisions hereof all of which other provisions shall remain in full force and effect.

38. CAPTIONS

Any headings preceding the text of the provisions and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

39. SUCCESSORS AND ASSIGNS

All rights, obligations, and liabilities given to, or imposed upon, the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires and assigns of such parties, subject to the terms of Section 18 hereof. No rights, however, shall inure to the benefit of any assignee or sublessee of Tenant unless the assignment or sublease has been approved by Landlord in writing as required under this Lease. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease. The original Landlord named herein, and each successive owner of the Convention Center Unit, shall be liable only for obligations accruing during the period of its ownership.

40. NOTICES

Any notice, consent, approval, statement, demand or other communication which is provided for or required by this Lease must be in writing and may be, at the option of the party giving notice, delivered in person (including delivery by national overnight couriers such as Federal Express) to any party or may be sent by registered or certified U.S. mail, with postage prepaid, return receipt required. Any such notice or other written communications shall be deemed to have been given (i) in the case of personal delivery, on the date of delivery to the person to whom such notice is addressed as evidenced by a written receipt signed by such person, (ii) in the case of overnight delivery, on the next business day following the day it shall have been deposited with a national overnight courier, and (iii) in the case of registered or certified mail, three (3) business days following the day it shall have been posted. For purposes of notice or other written communications, the addresses may be changed at any time by written notice given in accordance with this provisions:

1. If to Landlord:

The Lancaster County Convention Center Authority
P.O. Box 1622
Lancaster, PA 17608
Attention: James O. Pickard, Chairman

with a copy to:

Stevens & Lee
P.O. Box 11670
Harrisburg, PA 17108-1670
Attention: Christopher M. Cicconi, Esquire

2. If to Tenant:

Penn Square Partners
1853 William Penn Way
Lancaster, PA 17605-0008
Attention: Thomas D. Smithgall, Vice President

with a copy to:

Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103
Attention: Richard Goldberg, Esquire

Landlord and Tenant each agree that upon giving of any notice, it shall use its reasonable efforts to advise the other by telephone or facsimile that a notice has been sent hereunder. Such telephonic or faxed advice shall not, however, be a condition to the effectiveness of notice hereunder.

41. USE OF PREMISES

Tenant shall use and occupy the Premises only for the Permitted Use and for no other purpose, without the prior written consent of Landlord.

42. GENERAL PROVISIONS GOVERNING TENANT'S IMPROVEMENTS

(a) This section shall apply to all alterations, improvements, or additions (collectively, "improvements") made to the Premises during the Lease Term, as permitted in this Lease.

(b) Before entering the Premises for the purpose of performing improvements. Tenant shall deposit with Landlord certificates of workers' compensation insurance and liability insurance of Tenant's general contractor, or, if none, from each of Tenant's independent contractors. Liability insurance shall be in an amount not less than \$1,000,000 per occurrence, or such greater amount as Landlord may reasonably require from time to time, and shall name Landlord and each Mortgagee as additional insureds. The liability insurance shall be on a comprehensive form, and shall cover all hazards related to any work performed by any such contractor on the Premises.

(c) Any damage to the Premises or the Convention Center Unit caused by Tenant or any of its employees, contractors, or workmen shall be repaired promptly by and at the expense of Tenant. Tenant shall be responsible for the disposal of waste generated with respect to its work.

(d) All improvements within the Premises shall be completed with new materials, unless otherwise approved in writing by Landlord. Materials used and workmanship performed shall be of a uniformly high quality in accordance with the best standards of practice, and shall be subject to the approval of Landlord.

(e) The opinion of Landlord's architect shall be final and binding upon Landlord and Tenant respecting all matters of dispute regarding any improvements, including the state of completion and whether or not the work is completed in a good and workmanlike manner.

(f) Upon completion of the improvements, Tenant shall cause to be furnished to Landlord a final contractor's affidavit, stating that there are no liens outstanding against the Premises or the Convention Center Unit on account of the improvements, and that all accounts for work, service and materials have been paid in full.

43. WAIVER OF JURY TRIAL

LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR THE OBLIGATIONS EVIDENCED HEREBY, OR ANY OTHER DOCUMENT OR INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF LANDLORD AND TENANT IN ENTERING INTO THIS LEASE.

44. INSOLVENCY OR BANKRUPTCY

Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed, agree as follows:

(a) to perform each and every obligation of Tenant under this Lease until such time as Tenant's interest in this Lease is either rejected or assumed by order of the U.S. Bankruptcy Court;

(b) to pay monthly in advance, on the first day of each month, as reasonable compensation for use and occupancy of the Premises, an amount equal to all Rent and other charges due pursuant to this Lease;

(c) to reject or assume this Lease within 60 days after the filing of such petition under Chapter 7 of the Bankruptcy Code or within 120 days (or such shorter term as Tenant, in its sole discretion, may deem reasonable so long as notice of such period is given) of the filing of a petition under any other Chapter;

(d) to give Landlord at least 45 days' prior written notice of any proceeding relating to any assumption of this Lease;

(e) to give at least 30 days' prior written notice of any abandonment of the Premises; any such abandonment to be deemed a rejection of this Lease;

(f) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code;

(g) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and

(h) to have consented to the entry of an order by an appropriate U.S. Bankruptcy Court providing all of the above, and waiving notice and hearing prior to the entry of such order. No default of this Lease by Tenant, either prior to or subsequent to the filing of such petition, shall be deemed to have been waived unless expressly done so in writing by Landlord, and included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment of this Lease are the following:

(i) the cure of any monetary defaults and the reimbursement of pecuniary loss within not more than 30 days of assumption and/or assignment of the Lease; and

(ii) the use of the Premises strictly in accordance with the requirements of this Lease.

45. NO REPRESENTATIONS; NO OFFER

(a) Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties except those expressed in this Lease, and that this Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof except as otherwise expressly provided herein.

(b) The submission of this document for examination and review does not constitute an option, an offer to lease space, or an agreement to lease space. This document shall

have no binding effect on the parties unless and until executed and delivered by both Landlord and Tenant, and will be effective only upon Landlord's execution and delivery of the same.

46. BROKERS

Landlord and Tenant each represent and warrant that it has not dealt with any brokers, finders or like agents in connection with the negotiation, execution or delivery of this Lease. Landlord and Tenant each agree to indemnify, defend and hold the other harmless from and against obligations, losses, claims, liabilities, damages, costs and expenses, including, without limitation, all attorneys' fees and disbursements incurred by reason of any claim or of liability to any broker, finder, like agent or other person for commissions or other compensation or charges with respect to the negotiation, execution and delivery of this Lease, and such obligations shall survive the expiration or sooner termination of this Lease.

47. CONSENTS

Any consent or approval required of either party hereunder shall not be unreasonably withheld or delayed.

48. DEFINITIONS

(a) "Association" means the Penn Square Condominium Association.

(b) "Common Elements" shall have the meaning given to such term in the Declaration.

(c) "Default Rate" means a rate equal to four percent (4%) per annum over the "prime rate" as published in *The Wall Street Journal* under the heading "Prime Rate" on the "Money Rates" page, or in the event *The Wall Street Journal* ceases publication or ceases to publish the prime rate, as published in a comparable publication in which the prime rate is readily ascertainable and approved by the Parties.

(d) "Force Majeure" means any of the following which may have a Material Adverse Effect on the project or the Hotel Unit or market in which the Convention Center Unit or the Hotel Unit operates (i) an act of God, (ii) acts of war, (iii) acts of terrorism, (iv) civil disturbance, (v) labor disputes among Convention Center Unit or Hotel Unit employees or providers of services, material or equipment, (vi) reasonably unforeseeable weather conditions, (vii) reasonably unforeseeable unavailability of materials, supplies or equipment and delays in transportation, (viii) governmental action (including revocation of any license or permit necessary for the development, construction and/or operation of the Convention Center Unit or the Hotel Unit not caused by the act or omission of the Landlord in the case of the Convention Center Unit and Tenant in the case of the Hotel Unit), or (ix) any other causes, other than downturns in the local or national economy, that are beyond the control of either Landlord or Tenant.

(e) “Hotel License Agreement” means that certain Marriott Hotel License Agreement dated September 25, 2001 between Tenant and Marriott International, Inc. (as the same may be amended, modified, supplemented or replaced) in connection with the presently intended operation of the Hotel Unit as a Marriott hotel.

(f) “Hotel Unit” shall have the meaning given to such term in the Declaration.

(g) “Joint Development Agreement” means that certain Joint Development Agreement dated December 20, 2001 between Landlord and Tenant (as the same may be amended, modified, supplemented or replaced) which provides for the joint development of the Convention Center Unit and the Hotel Unit.

(h) “Land Documents” means those documents set forth on **Exhibit F** attached hereto.

(i) “Material Adverse Effect” means any circumstance or event which individually or in the aggregate could have a material adverse effect on the Convention Center Unit or the Hotel Unit, or both of them, or their use, occupancy or operation.

(j) “Professional Services Development Agreement” means that certain Professional Services Development Agreement dated December 20, 2001 between Landlord and High Associates, Ltd. (as the same may be amended, modified, supplemented or replaced).

(k) “Quality Standard” means the standards of use, operation, maintenance, repair and housekeeping for the Convention Center Unit and the Hotel Unit pursuant to the Hotel License Agreement, including but not limited to standards regarding daily maintenance and routine upkeep, security, signage, temperature control and lighting, more fully described on **Exhibit G** attached hereto and made a part hereof.

49. EXHIBITS

The following exhibits are a part of this Lease and are incorporated herein by reference:

- Exhibit “A” - Legal Description of the Convention Center Unit
- Exhibit “B” - Description of the Premises
- Exhibit “C” - Acceptance Letter
- Exhibit “D” - Rules and Regulations
- Exhibit “E” - Sign Requirements
- Exhibit “F” - Land Documents
- Exhibit “G” - Quality Standard

50. CONFLICT WITH DECLARATION

– In the event of a conflict between the provisions of this Lease and the provisions of the Declaration, the provisions of the Declaration shall control.

51. MEMORANDUM OF LEASE

As soon following the Commencement Date as is reasonably practical, the parties shall record a memorandum of lease confirming the essential terms hereof in a form acceptable to Landlord and Tenant

52. ARBITRATION OF DISPUTES

Any dispute which is subject to mandatory arbitration shall be immediately (and in no event later than five (5) days after actual notice that the dispute has occurred) submitted to a panel of three (3) arbitrators of the American Arbitration Association to conduct a binding arbitration in Lancaster, Pennsylvania of such dispute, with no right of judicial appeal, pursuant to the Uniform Arbitration Act of 1980 (P.L. 693, No. 142), 42 Pa. C.S.A. §§ 7302 et seq. (2001). Each of the three (3) arbitrators shall have at least five (5) years' experience in convention center and hotel design, construction, development, operation, management or ownership, one (1) to be appointed by each of Landlord and Tenant and the third (3rd) to be appointed by the American Arbitration Association. If the Parties have not jointly initiated arbitration within such five (5) days, the arbitration may be initiated by either Landlord or Tenant by giving notice to the other of the date, which shall be not less than (5) days after delivery of notice, in which event the American Arbitration Association shall select two (2) of the three (3) arbitrators. Landlord and Tenant hereby agree that such arbitration proceeding shall be prosecuted without delay and that such proceeding shall be concluded and decision rendered thereon within thirty (30) days after the commencement thereof, it being recognized and agreed that any delay will have a Material Adverse Effect on the Convention Center Unit and the Hotel Unit. Any arbitration under this Agreement shall be in accordance with the rules of the American Arbitration Association. The decision of the arbitrators shall be binding upon Landlord and Tenant and no appeal of any kind of the decision shall be made by either party. The costs and expenses of the arbitration proceedings shall be paid by the non-prevailing party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Lease to be executed as of the day and year first above written.

TENANT:

PENN SQUARE PARTNERS, a Pennsylvania limited partnership

By: Penn Square General L.P., its general partner

By: Penn Square General Corporation, its general partner

By: 
Mark C. Fitzgerald
Executive Vice President

LANDLORD:

THE LANCASTER COUNTY CONVENTION CENTER AUTHORITY


By: 
Ted Darcus
Chairman

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CONVENTION CENTER UNIT

As described in the Plats and Plans,
subject to revision upon completion of construction of the Project.

LCCCA.com

EXHIBIT "B"

DESCRIPTION OF THE PREMISES

Ballroom A Level**

- Ballroom A – 8,855 square feet
- Mezzanine Board Rooms (3) – aggregate of 1,968 square feet
- Additional Meeting Rooms(2) – aggregate of 1,100 square feet
- Business Center – 480 square feet

Meeting / Administrative Level**

- Meeting Rooms (3) – aggregate 1,968 square feet
- Breakout Room – 480 square feet

** Subject to revision upon completion of construction of the Project

EXHIBIT "C"

TENANT ACCEPTANCE LETTER

Date: _____

Penn Square Partners
1853 William Way
Lancaster, PA 17605-0008
Attention: Thomas D. Smithgall,
Vice President

Re: Amended and Restated Lease Agreement ("Lease") dated as of _____, 2006,
between The Lancaster County Convention Center Authority ("Landlord") and Penn
Square Partners ("Tenant")

Please confirm the following information by filling in any spaces below, as applicable,
and counter-signing this letter as provided below:

1. The Commencement Date (as defined in the Lease) occurred on _____.
2. All alterations and improvements required to be performed by Landlord pursuant to the provisions of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed.
3. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.
4. The Lease is in full force and effect and has not been modified, altered, or amended, except as follows [if none, state "None"]:
5. There are no offsets or credits against Base Rent or Additional Rent (as defined in the Lease).

Very truly yours,
THE LANCASTER COUNTY CONVENTION
CENTER AUTHORITY

By: _____
Name: _____
Title: _____

AGREED TO AND ACCEPTED
as of _____, _____.

PENN SQUARE PARTNERS

By: Penn Square General Corporation,
its general partner

By: _____
Thomas D. Smithgall,
Vice President

LCCCA.com

EXHIBIT "D"

RULES AND REGULATIONS

Subject to the provisions of the Declaration (as defined in the Lease) which shall control in the event of a conflict with these Rules and Regulations, Tenant covenants and agrees with Landlord to obey the following Rules and Regulations:

(a) All deliveries of shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made only at such locations and times reasonably designated by Landlord, and all deliveries shall be unloaded in accordance with any jurisdictional rights of any interested labor unions as determined by Landlord. Any damage to the Convention Center Unit caused by Tenant's movers or personnel shall be reimbursed to Landlord within ten (10) days of receipt of and invoice therefor.

(b) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. Landlord shall provide or designate a service for picking up refuse and garbage, and the cost thereof shall be included as a Convention Center Unit Maintenance Cost.

(c) No antenna, dish or other communication device shall be erected on the roof, exterior walls, or grounds of the Convention Center Unit without, in each instance, the written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Any antenna, dish or other communication device so installed without such written consent shall be subject to removal without notice at any time, at the expense of Tenant.

(d) No loudspeakers, televisions, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises, without the prior written consent of Landlord.

(e) Tenant and Tenant's employees shall park their cars in those portions of the parking areas designated for that purpose by Landlord.

(f) The plumbing facilities shall not be used for any purpose other than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this rule shall be borne by Tenant.

(g) Landlord shall provide or designate a termite and pest extermination service for the Premises, and the cost thereof shall be included as a Convention Center Unit Maintenance Cost.

(h) Tenant shall not burn any trash or garbage of any kind in or about the Premises.

(i) The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, and halls shall not be obstructed or encumbered by Tenant or Landlord.

(j) Tenant shall not at any time, without first obtaining Landlord's written consent which Landlord may grant or withhold in its sole discretion:

(i) Conduct or permit any fire, bankruptcy, auction, "going out of business", stock reduction, or any similar type of sale, whether real or fictitious, in the Premises, or utilize any unethical method of business operation.

(ii) Use, or permit to be used, the sidewalk adjacent to, or any other place outside, the Premises for display, sale or any other similar undertaking.

(k) Tenant agrees that Landlord may amend, modify, delete, or add new and additional reasonable rules and regulations for the use and care of the Premises and the Convention Center Unit. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord, or upon the posting of the same in such place within the Convention Center Unit as Landlord may designate.

EXHIBIT "E"

SIGNAGE REQUIREMENTS

All signage shall be building standard as determined by Landlord. Exterior signage shall be subject to approval by Landlord (and all governmental authorities, as applicable) which Landlord may grant or withhold in its sole discretion. Tenant will be provided with door entry signage for each meeting room/suite occupied by it, the design and coloring of which will be approved by Landlord and standard for all suites. The cost of such signage shall be charged to Tenant as Additional Rent.

Any requests for changes in signage from time to time by Tenant shall be granted or denied in Landlord's sole discretion, and, if granted, shall be coordinated by Landlord and the costs thereof shall be charged to Tenant as Additional Rent.

The provisions of this Exhibit E are subject to the provisions of the Declaration which shall control in the event of a conflict with the provisions hereof.

EXHIBIT "F"

LAND DOCUMENTS

1. Declaration of Condominium of the Penn Square Hotel and Convention Center, a Condominium.
2. Bylaws of The Penn Square Condominium Association.
3. Rules and Regulations promulgated pursuant to items 1 and 2 above.

EXHIBIT "G"
QUALITY STANDARD

LCCCA.com

[REDACTED]

QUALITY STANDARD

I. HOTEL STANDARDS

A. General Standards of Design, Construction and Operation.

The Hotel shall be a first class, full service hotel designed, developed and constructed in conformance with the standards established by Marriott International Inc. ("Marriott") for like facilities and contained in Marriott publications including, but not limited to, the Marriott Design Guide (the "Marriott Standards"). The Hotel shall be maintained, furnished and operated to a minimum standard equivalent to the Marriott Standards in effect on the date that the Hotel opens for business. The foregoing requirements apply regardless of whether the Hotel is subsequently operated under a flag other than Marriott, as an independent or otherwise and such requirements shall be binding on, and expressly assumed by, any subsequent owner, operator or lessee of the Hotel.

B. Deficiency Notifications and Cures

1. Brand Inspection Deficiencies.

The owners of the Hotel shall require that the Hotel Manager provide the LCCCA with copies of any inspection reports prepared by the brand within 30 days of the date which the Hotel Manager receives any such report. Deficiencies shall be cured within the timeframes prescribed in the inspection reports.

2. Internal Monitoring.

As long as the Hotel is operated under the Marriott flag, or under a flag, the licensor of which mandates quality assurance and guest satisfaction programs at least as strict as Marriott, then the owners of the Hotel shall comply, and cause the Hotel Manager to comply, with all quality assurance and guest satisfaction programs established from time to time by Marriott or by such successor licensor. Otherwise, the following procedures shall be followed:

The Hotel Manager as the agent of the owners of the Hotel shall periodically establish objective and commercially reasonable standards of guest satisfaction, which standards shall be subject to the reasonable approval of the LCCCA. To monitor adherence to these standards, the Hotel Manager as agent of the owners of the Hotel shall conduct ongoing guest satisfaction surveys and periodic (no less than annual) independent assessments of quality and service (i.e. mystery shoppers). The results of these surveys and assessments shall be communicated to the LCCCA on a timely basis. If the hotel fails to achieve a passing

grade in any area, the LCCCA may require the owners of the Hotel to prepare and implement an improvement plan (which plan shall be subject to the approval of the LCCCA) designed to cure the deficiencies.

II. CONVENTION CENTER STANDARDS

A. General Standards of Design, Construction and Operation of the Exhibit Hall and Areas that Support the Exhibit Hall.

In regard to design, construction and operations, the standards applicable to (i) the Convention Center's Exhibit Hall, (ii) the interior space that supports the Exhibit Hall and (iii) the Exhibit Hall's entry and pre-function areas shall be a standard that is generally equal to the standard under which any "comparable" convention center facility is designed, constructed and/or operated. By definition, a "comparable" facility (w) is publicly-owned, (x) is classified as a "convention" versus "conference" center, (y) has a minimum of 40,000 square feet and a maximum of 150,000 square feet of dedicated exhibit hall space, and (z) is within a 500 mile radius of Lancaster, Pennsylvania.

B. General Standards of Design, Construction and Operation of the Non-Exhibit Hall Areas of the Convention Center.

The areas of the Convention Center that are not part of (i) the Convention Center's Exhibit Hall, (ii) the space that supports the Exhibit Hall or (iii) the Exhibit Halls entry and pre-function areas (the "Non-Exhibit Hall Areas") shall be designed, developed and constructed in conformance with the Marriott Standards. The Non-Exhibit Hall Areas shall be maintained, furnished and operated to a minimum standard equivalent to the Marriott Standards in effect on the date that the Convention Center opens for business.

C. Deficiency Notifications and Cures.

As long as the Hotel is operated under a Marriott flag, or under a flag, the licensor of which mandates quality assurance and guest satisfaction programs at least as strict as Marriott, then the LCCCA shall cause the Convention Center Manager to conduct quality assurance and guest satisfaction programs consistent with those conducted by the Hotel. Otherwise, the following provisions shall be followed:

The Convention Center Manager as the agent of the LCCCA shall periodically establish objective and commercially reasonable standards of guest satisfaction, which standards shall be subject to the reasonable approval of the owners of the Hotel. To monitor adherence to these standards, the Convention Center Manager as agent of the LCCCA shall conduct ongoing guest satisfaction surveys and periodic (no less than annual) independent assessments of quality and service (i.e. mystery shoppers). The results of these surveys and assessments shall be communicated to the owners of the Hotel on a timely

basis. If the Convention Center fails to achieve a passing grade in any area, the owners of the Hotel may require the LCCCA to prepare and implement an improvement plan (which plan shall be subject to the approval of the owners of the Hotel) designed to cure the deficiencies.

LCCCA.com