

**RECIPROCAL EASEMENT, OPERATING AND USE AGREEMENT**

**between**

**THE LANCASTER COUNTY CONVENTION CENTER AUTHORITY**

**and**

**PENN SQUARE PARTNERS**

**December 20, 2001**

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## **RECIPROCAL EASEMENT, OPERATING AND USE AGREEMENT**

THIS RECIPROCAL EASEMENT, OPERATING AND USE AGREEMENT (this "Agreement") is made and entered into this 20<sup>th</sup> day of December, 2001, by and between **THE LANCASTER COUNTY CONVENTION CENTER AUTHORITY**, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania ("LCCCA"), and **PENN SQUARE PARTNERS**, a Pennsylvania limited partnership ("PSP") (LCCCA and PSP are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party").

### **WITNESSETH**

WHEREAS, LCCCA is a public instrumentality of the Commonwealth of Pennsylvania, organized under the Third Class County Convention Center Authority Act, 16 P.S. 2399.1 et seq., as amended, for the purpose, among others, of acquiring, developing, designing, constructing, financing, improving, operating, maintaining and owning a convention center in the City of Lancaster, County of Lancaster, Pennsylvania ; and

WHEREAS, LCCCA owns the Convention Center Premises described on Exhibit "A" attached hereto and made a part hereof by this reference, and plans to develop the Convention Center on the Convention Center Premises; and

WHEREAS, PSP owns the Hotel Premises described on Exhibit "B" attached hereto and made a part hereof by this reference, and plans to develop the Hotel on the Hotel Premises; and

WHEREAS, the Parties have determined that it is in their respective best interests to maximize the use of joint facilities and operational efficiencies in the operation of the Hotel and the Convention Center and thereby decrease operating costs for each Facility; and

WHEREAS, although the Hotel and the Convention Center will be operated as separate business enterprises (Manager operating the Convention Center on behalf of LCCCA and Manager operating the Hotel on behalf of PSP), they will be constructed in a manner such that they are physically joined, with passageways between them, and with certain shared systems, equipment and facilities, so that they may be efficiently and effectively operated; and

WHEREAS, such efficient operation of the Hotel and the Convention Center requires that the Parties provide certain reciprocal easements, rights and obligations regarding both the use, operation, repair and maintenance of shared systems, equipment and facilities and the general operation of the Hotel and Convention Center; and

WHEREAS, the Parties have entered into a Joint Development Agreement dated December 20, 2001 (as the same may be amended, modified, supplemented or replaced, the "Joint Development Agreement") which provides for the joint development of the Facilities in order to maximize operational efficiencies and decrease construction and operating costs for each Facility; and

WHEREAS, LCCCA and High Associates Ltd. ("Developer") have entered into a Professional Services Development Agreement dated December 20, 2001 (as the same may be amended, modified, supplemented or replaced, the "Convention Center Development Agreement") which provides for the engagement by LCCCA of Developer to perform development services in connection with the Convention Center; and

WHEREAS, PSP and Developer have entered into a Hotel Development Agreement dated December 20, 2001 (as the same may be amended, modified, supplemented or replaced, the "Hotel Development Agreement") which provides for the engagement by PSP of Developer to perform development services in connection with the Hotel; and

WHEREAS, LCCCA and Interstate Hotels Company (together with any successor or replacement manager, "Manager") intend to enter into a management agreement (as the same may be amended, modified, supplemented or replaced, the "Convention Center Management Agreement") for the management and operation of the Convention Center; and

WHEREAS, PSP and Manager have entered into a Management Agreement dated January 5, 2001 (as the same may be amended, modified, supplemented or replaced, the "Hotel Management Agreement") for the management and operation of the Hotel; and

WHEREAS, PSP and Marriott International, Inc. (together with any successor or replacement franchisor, "Franchisor") have entered into a Marriott Hotel License Agreement dated September 25, 2001 (as the same may be amended, modified, supplemented or replaced, the "Hotel License Agreement") in connection with the presently intended operation of the Hotel as a Marriott hotel; and

WHEREAS, LCCCA and PSP have entered into a Lease Agreement dated December 20, 2001, pursuant to which LCCCA leases the Hotel Facilities Area to PSP (as the same may be amended, modified, supplemented or replaced, the "Hotel Facilities Area Lease Agreement"); and

WHEREAS, LCCCA and PSP have entered into a Food and Beverage Concession Agreement dated December 20, 2001, in connection with the provision of catering services at the Convention Center and the Hotel (as the same may be amended, modified, supplemented or replaced, the "FBC Agreement"); and

WHEREAS, LCCCA, PSP and the Pennsylvania Dutch Convention and Visitors Bureau have formulated an Outline of Booking Policy and Room Block Agreement dated December 20, 2001, in connection with the reservation of space and rooms at the Convention Center and the Hotel (as the same may be amended, modified, supplemented or replaced, the "Booking Policy Outline"); and

WHEREAS, the Parties desire to provide formally in this Agreement for the reciprocal easements, rights and obligations necessary and desirable to maximize the operational efficiency of the Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1.  
PURPOSE.

SECTION 1.1. Purpose. The Parties acknowledge and agree that it is desirable and in each of the Parties' best interests to operate the Convention Center and the Hotel in a manner that will allow for the use of certain shared systems, equipment and facilities, thereby reducing the operating costs for each Facility. The Parties acknowledge and agree that each Facility derives benefit from the existence of the other Facility and the use of shared systems, equipment and facilities. The provisions of this Agreement and the Joint Development Agreement are designed to implement the goal of reducing initial construction costs and ongoing operating costs for each Facility and set forth the mechanics of operating the Facilities with certain shared features.

ARTICLE 2.  
EASEMENTS AND RIGHTS OF USE.

SECTION 2.1. General Conditions. As to the Easements herein declared:

- (a) The declaration of a particular Easement or other right shall bind and burden the Burdened Premises.
- (b) The declaration of a particular Easement or other right shall bind and benefit the Benefited Premises.
- (c) Except as otherwise provided herein, all Easements granted herein shall be perpetual, non-exclusive and irrevocable.
- (d) Whenever a Party shall be required to Maintain any facilities or improvements which are subject to any Easement, such facilities or improvements shall be kept in good, clean and safe order and in a condition and state of repair and maintenance in accordance with the Quality Standard so that the other Party shall have the full and uninterrupted use of the Easement and its Premises without interference and in accordance with the terms hereof.
- (e) The rights, Easements, covenants, restrictions, agreements and promises set forth in this Agreement shall be construed as both covenants and conditions and they shall run with the land in perpetuity (unless terminated by mutual written agreement of the Parties) and be affirmatively enforceable against the Parties and each of their successors in title and assigns, and shall continue to be Easements, servitudes, charges and encumbrances appertaining to, and covenants benefiting, binding and running with the land, buildings and improvements now or later existing upon or within the Convention Center Premises or the Hotel Premises. Each Party

shall require that Occupants of its Premises shall in no case take, or omit to take, any action if such action or omission would violate this Agreement.

(f) A Benefited Party shall exercise each of the Easements benefiting it in a safe manner and in such a fashion so as not to unreasonably burden or unreasonably interfere with the rights of the other Party and so as not to have a Material Adverse Effect on the use, development or operation of the Burdened Premises. With respect to Easements for Shared Areas and Shared Equipment, the right of each Party to the use and benefit thereof shall be on an equal priority basis and in accordance with the rules and regulations of the Manager applicable to the Shared Areas.

(g) Notwithstanding anything to the contrary contained in this Agreement, each Party reserves the right to use any Easement area on its Premises when its Premises is the Burdened Premises for the Permitted Use, provided such use is in accordance with the Quality Standard and is in a safe manner and in such a fashion so as not to unreasonably burden or unreasonably interfere with the rights of the other Party.

(h) Easements and the rights of Maintenance and installation, when such rights are granted with respect to a particular Easement, shall include the right of the Benefited Party to delegate to its Occupants and Permittees, as the case may be, the use and enjoyment of such Easements and any applicable rights of Maintenance and installation, provided that such use shall not interfere unreasonably with or have a Material Adverse Effect on the use, development or operation of the Burdened Premises by the Burdened Party and/or the Occupants thereof, and such use, Maintenance and installation by a Party's Occupants and Permittees shall in all cases be in compliance with Governmental Requirements.

(i) The declaration of any Easement shall include the right to use and enjoy such Easement "in," "to," "on," "over," "through," "upon," "across" and "under," or any one or more of the foregoing, the Burdened Premises, unless the context otherwise requires.

SECTION 2.2. Easements Granted by PSP to LCCCA. PSP hereby grants to LCCCA the following Easements, which shall burden the Hotel Premises and benefit the Convention Center Premises:

- (a) Easement for Emergency Ingress and Egress.
- (b) Easement for Construction.
- (c) Easement for Maintenance.
- (d) Easement for Pedestrian Access.
- (e) Easement for Shared Areas.
- (f) Easement for Shared Equipment.
- (g) Easement for Utilities.



- (h) Easement for Vertical Transportation Use.

SECTION 2.3. Easements Granted by LCCCA to PSP. LCCCA hereby grants to PSP the following Easements, which shall burden the Convention Center Premises and benefit the Hotel Premises:

- (a) Easement for Emergency Ingress and Egress.
- (b) Easement for Construction.
- (c) Easement for Maintenance.
- (d) Easement for Pedestrian Access.
- (e) Easement for Shared Areas.
- (f) Easement for Shared Equipment.
- (g) Easement for Utilities.
- (h) Easement for Vertical Transportation Use.

SECTION 2.4. Rights in and to Other Facility. Except as expressly provided in this Agreement or in the Other Agreements, neither Party, nor such Party's agents, employees or invitees, shall have any right in and to the other Party's Facility, or to use all or any portion of the other Party's Facility, other than such rights of use as the general public may have, in and to the other Party's Facility, or to use all or any portion of the other Party's Facility.

SECTION 2.5. Hotel Facilities Area. The Easements and the rights of use granted to and reserved by LCCCA herein shall be subject to the rights of PSP in and to the Hotel Facilities Area pursuant to the Hotel Facilities Area Lease Agreement. In the event of a conflict between this Agreement and the Hotel Facilities Area Lease Agreement, the Hotel Facilities Area Lease Agreement shall control.

SECTION 2.6. Additional Easements. Subject to the provisions of this Agreement, if at any time after the date hereof (a) additional emergency exits are required by Governmental Requirements or by insurance underwriting requirements generally applicable to hotel, convention center and/or other commercial mixed use projects operated in a manner consistent with the Quality Standard, or (b) any other additional easements are necessary or desirable to effectuate the purposes of this Agreement, each Party shall, within a reasonable time after written request therefor by the other Party, grant such easement; provided (i) if required by the applicable Party's Mortgagee(s), the Party granting any such easement has received consent thereto from such Party's Mortgagee(s); (ii) no Party granting any such easement is required to construct improvements, expend any monies, or incur other material liabilities in order to provide such easement (unless such easement is required of both Parties pursuant to Governmental Requirements), and (iii) the use of such easement will not unreasonably burden or unreasonably interfere with the rights of the other Party. The Party requesting any such easement shall pay all

costs and expenses in connection with the approval and granting of any such easement, including all engineering fees, recording charges, and legal fees and expenses reasonably incurred by either Party. If new easements are created in accordance herewith, this Agreement shall be amended, if necessary, by the Parties, and such easements shall have the same force, effect and priority as if such easement were originally contained herein. In the event of any dispute regarding the granting of additional easements hereunder, the same shall be submitted to arbitration in accordance with Section 11.1 hereof.

### ARTICLE 3. AGREEMENTS REGARDING OPERATION.

SECTION 3.1. Operation of Facilities. Subject to the provisions of this Agreement regarding the use, operation, Maintenance and repair of the Shared Areas, each Party shall at all times operate its Facility for the Permitted Use only (unless otherwise agreed to by the Parties in writing) and in accordance with all Governmental Requirements, and shall operate, manage and maintain its Facility in good condition and repair at its own expense, as a first-class urban Convention Center and full service Hotel Facility, in compliance with this Agreement, the Quality Standard and the Other Agreements. No use shall be permitted in the Convention Center or the Hotel which is inconsistent with the operation of a first-class urban convention center or full service hotel facility, the Quality Standard or the Other Agreements.

SECTION 3.2. Compliance with Governmental Requirements. Each Party shall at its own expense obey, perform and comply with any and all Governmental Requirements in any way affecting such Party's Facility, or the use or condition of such Party's Facility, including the construction, alteration or demolition of any improvements, or in any other way affecting the use or operation of such Party's Facility. Each Party shall at its own expense have the right to contest in good faith the validity of any such Governmental Requirements. Each Party shall at its own expense obtain any and all licenses and permits necessary for the use, occupancy and operation of such Party's Facility. Each Party shall join in the applications filed by the other Party for any such licenses and permits or otherwise as necessary to comply with the Governmental Requirements where the signature of the other Party as owner or operator of the other Facility is required, provided that the Party filing such application pays all reasonable costs and expenses of the other Party associated with such licenses and permits.

SECTION 3.3. Taxes. Each Party shall pay any and all real estate or ad valorem property taxes, assessments, inventory, and personal property taxes, business privilege taxes, use and occupancy taxes, and similar charges on or relating to the such Party's Facility when the same become due, unless payment is being contested by such Party and enforcement of such taxes, assessments and similar charges is stayed.

#### SECTION 3.4. Shared Areas.

Subsection 3.4.1. Maintenance and Repair. Each Party shall be responsible for maintaining and repairing the Shared Areas within its Facility in good condition and repair and in accordance with the Quality Standard. Each Party shall pay its Allocable Share of the cost of

such maintenance and repair, unless such maintenance and repair is required due to the sole negligence or willful misconduct of a Party or its agents or employees, in which case the responsible Party shall bear the entire cost of such maintenance and repairs.

Subsection 3.4.2. Utilities. Each Party shall pay its Allocable Share of the cost of utility service for the Shared Areas. If the Shared Areas are separately metered, each Party shall pay its Allocable Share of the meter charges. If the Shared Areas are not separately metered, then, for the purposes of this Subsection 3.4.2, the cost of utility service for the Shared Areas for any period shall be determined on a fair and equitable basis in accordance with the Annual Operating Budget.

Subsection 3.4.3. Rules and Regulations. Each Party shall use the Shared Areas in accordance with the terms of this Agreement and such rules and regulations as may be reasonably adopted and amended from time to time by Manager to govern the coordination and efficient use of the entire Shared Areas. LCCCA and PSP shall be responsible for enforcing such rules and regulations against their own employees and agents, and shall have no responsibility for enforcing such rules and regulations against the other Party or the employees and agents of the other Party.

### SECTION 3.5. Shared Equipment.

Subsection 3.5.1. Maintenance and Repair. The Party in whose Facility an item of Shared Equipment is located shall be responsible for maintaining and repairing such item of Shared Equipment in good condition and repair and in accordance with the Quality Standard and the Annual Operating Budget. Each Party shall pay its Allocable Share of the cost of such maintenance and repair, unless such maintenance and repair is required due to the sole negligence or willful misconduct of a Party or its agents or employees, in which case the responsible Party shall bear the entire cost of such maintenance and repairs.

Subsection 3.5.2: Replacement of Shared Equipment. If any item of Shared Equipment must be replaced in order to satisfy the Quality Standard, then the Party in whose Facility an item of Shared Equipment is located shall replace such item of Shared Equipment with equipment that is functionally equivalent to (including updates for state of the art equipment), and a reasonable replacement or substitute for, such item of Shared Equipment. Each Party shall pay its Allocable Share of the cost to replace any item of Shared Equipment, unless such replacement is required due to the sole negligence or willful misconduct of a Party or its agents or employees, in which case the responsible Party shall bear the entire cost of such replacement.

### SECTION 3.6. Improvements.

Subsection 3.6.1: In General. In accordance with the Joint Development Agreement, each Party shall, at its sole cost and expense, subject to receiving all approvals required by Governmental Requirements and subject to obtaining the necessary financing, construct its Facility in accordance with the Plans. Each Party shall, at its sole cost and expense, have the right to restore, replace, add to, and alter all or any part of the improvements now or

hereafter comprising a part of, or located on or in, such Party's Facility, subject to the terms of this Section 3.6 and any applicable provisions of the Other Agreements. The term "Work" means any construction, rebuilding, replacement, restoration, alteration or addition of any improvements now or hereafter comprising a part of, or located on or in, such Party's Facility.

Subsection 3.6.2. Limitations. All Work done by either Party shall be done in a first class and workmanlike manner, in compliance with the Quality Standard and the Other Agreements and compatible with the quality of the Facilities provided for in the Plans. Neither Party shall perform any work on its Facility, without the Approval of the other Party, that (a) changes the appearance of a substantial portion of the exterior or signage of the Facility which has any Material Adverse Effect, or (b) changes the lay-out, square footages, access to, number of or finishes in the rooms and areas (including Shared Areas) within the Convention Center or any Shared Areas or other public areas within the Hotel, (c) otherwise has a Material Adverse Effect on any Shared Area, (d) has a Material Adverse Effect on the use or operation of, or the cost to use or operate, the other Facility or (e) increases the cost of insurance on or with respect to the other Facility. No Party shall perform any Work on its Facility that (i) poses a safety hazard to either Facility, or (ii) violates any Governmental Requirement.

### SECTION 3.7. Reserves.

Subsection 3.7.1. Shared Areas and Shared Equipment. Each Party shall establish a reserve account ("Shared Facilities Reserve") in a bank or savings and loan association to cover the costs of (a) replacements and renewals to, or refurbishment of, the fixtures, furniture, furnishings and equipment ("FF&E") that is Shared Equipment installed in or located in its Facility, and (b) to cover the costs of non-routine repairs, alterations, maintenance, and refurbishment to its Facility that are normally capitalized under generally accepted accounting principles, including by way of example but not limited to exterior and interior repainting, mechanical systems, elevators, floors and roofs ("Capital Expenditures") with respect to any Shared Areas located in its Facility. Each Party shall fund its Shared Facilities Reserve no less frequently than monthly in the amount set forth in the Shared Facilities Annual Operating Budget or otherwise as set forth in the respective Facility Annual Operating Budget for the Convention Center and the Hotel and in order to operate the Facility in accordance with the Quality Standard. Notwithstanding the foregoing, to the extent that the Convention Center Management Agreement, the Hotel Management Agreement or the Hotel License Agreement requires a Shared Facilities Reserve for either FF&E or Capital Expenditures, then the terms of the Convention Center Management Agreement, the Hotel Management Agreement or the Hotel License Agreement, as the case may be, shall control, and no separate Shared Facilities Reserve shall be required hereunder. Each Party shall expend from amounts in the Shared Facilities Reserve the amounts provided to be expended for refurbishment, replacement, repair, maintenance and alteration of the Shared Equipment and Shared Areas as are provided in the Shared Facilities Annual Operating Budget, each Facility Annual Operating Budget, or the Convention Center Management Agreement, the Hotel Management Agreement or the Hotel License Agreement, as applicable. Each Party shall, upon request, provide to the other evidence of the establishment, funding of and expenditure of any Shared Facilities Reserve required hereunder or under any of the Other Agreements. Subject to the Approval of LCCCA, PSP shall

have the right, but not the obligation, at its election, to expend funds of PSP for repairs, alterations, maintenance and refurbishment to the Shared Equipment and/or Shared Areas located within the Convention Center as deemed necessary by PSP to maintain the Quality Standard in the Convention Center or to maintain, realize or maximize the operational efficiencies of the Convention Center and the Hotel.

Subsection 3.7.2. Facilities. Each Party shall establish a reserve account ("FF&E and Capital Reserve") in a bank or savings and loan association to cover the costs of (a) replacements and renewals to, or refurbishment of the FF&E (excluding the Shared Equipment) installed in or located in its Facility, and (b) to cover the costs of Capital Expenditures for its Facility (excluding the Shared Areas located within its Facility). Each Party shall fund its FF&E and Capital Reserve no less frequently than monthly in the amount set forth in its Facility Annual Operating Budget and in order to operate the Facility in accordance with the Quality Standard. Notwithstanding the foregoing, to the extent that the Convention Center Management Agreement, the Hotel Management Agreement or the Hotel License Agreement requires a reserve for FF&E or a reserve for Capital Expenditures, then the terms of the Convention Center Management Agreement, the Hotel Management Agreement or the Hotel License Agreement, as the case may be, shall control, and no separate FF&E and Capital Reserve shall be required hereunder. Each Party shall expend from amounts in the FF&E and Capital Reserve the amounts provided to be expended for refurbishment, replacement, repair, maintenance and alteration of FF&E (excluding the Shared Equipment) and Capital Expenditures for its Facility (excluding the Shared Areas located within its Facility) as are provided in each Facility Annual Operating Budget or the provisions of the Convention Center Management Agreement, the Hotel Management Agreement or the Hotel License Agreement, as applicable. Each Party shall, upon request, provide to the other evidence of the establishment, funding of and expenditure of any FF&E and Capital Reserve required hereunder or under any of the Other Agreements. Subject to the Approval of LCCCA, PSP shall have the right, but not the obligation, at its election, to expend funds of PSP for repairs, alterations, maintenance and refurbishment to the FF&E located in the Convention Center (excluding Shared Equipment) and to the Convention Center (excluding the Shared Areas located within the Convention Center) as deemed necessary by PSP to maintain the Quality Standard in the Convention Center or to maintain, realize or maximize the operational efficiencies of the Convention Center and the Hotel.

SECTION 3.8. Personnel. LCCCA and PSP shall each cause Manager to hire all staff and other employees necessary to operate the Convention Center and the Hotel in accordance with the Quality Standard ("Personnel") pursuant to the Convention Center Management Agreement and the Hotel Management Agreement. Each Party shall pay its Allocable Share of Personnel Expenses.

SECTION 3.9. Right of Self Help. The failure of any Party to perform any of its obligations under this Agreement shall entitle (but shall not require) the affected Party to undertake the performance of such obligations if, after the expiration of ten (10) days following the giving of notice as provided in Section 11.7 hereof, the Party so obligated shall have failed to effect such cure (or, if effecting such cure would take in excess of ten (10) days, shall have failed to commence such cure or shall have failed to proceed thereafter diligently to complete such

cure), and the cost of effecting such cure shall be paid by the Party so obligated within ten (10) days of presentation of a bill therefor together with such backup documentation that is reasonably requested in writing (notwithstanding the foregoing notice and cure requirements, in the event of an Emergency, the affected Party shall provide the so obligated Party with such notice (oral or written) and time to cure which is reasonable under the circumstances). If the Party so obligated fails to pay such cost within ten (10) days as aforesaid, the affected Party shall be entitled to interest from the date of the expenditure by it effecting such cure through the date of reimbursement to it at a rate equal to the Default Rate.

**SECTION 3.10. Third Party Service Contracts.** LCCCA shall not enter into any third party service contracts unless contracted pursuant to the Convention Center Management Agreement in connection with the operation of the Convention Center, including but not limited to contracts for management, maintenance and security, without the prior Approval of PSP as to compliance with the Quality Standard and as to the qualifications of the contractor. PSP shall not enter into any third party service contracts (other than for retail, vending and food service) unless contracted pursuant to the Hotel Management Agreement in connection with the operation of the Shared Areas or other public areas located within the Hotel, including but not limited to contracts for management, maintenance and security, without the prior Approval of LCCCA, as to compliance with the Quality Standard and as to the qualifications of the contractor. Each Party shall submit any such third party service contracts to the other for Approval and such Party shall have fifteen (15) days to Approve or disapprove any such contract. If such Party does not disapprove any such contract within such fifteen (15) day period, such contract shall be deemed Approved. If such Party disapproves any such contract within such fifteen (15) day period, then such Party shall provide the reasons for such disapproval to the other and the Parties shall have fifteen (15) days from the date of disapproval to reach agreement. If the Parties cannot reach agreement within such fifteen (15) day period, the dispute shall be submitted to binding arbitration pursuant to Section 11.1 hereof, and until resolved, the existing third party service contracts shall continue in full force and effect. Where feasible, each Party shall cause the Manager to enter into single third party service contracts for common services for the Convention Center and the Shared Areas located within the Hotel.

**SECTION 3.11. Environmental Matters.** Nothing shall be done in any Facility which will result in a violation of any Governmental Requirement or applicable rules or regulations issued by the Department of Environmental Protection or any other governmental agency having jurisdiction of environmental matters. If it is determined that a clean up and/or deposit of monies and/or remedial action is required by any governmental entity having jurisdiction thereof, then (a) in the event such is required for any Facility, the Party which owns such Facility shall take all necessary steps, and shall be financially responsible therefor, which shall include the cost of said cleanup and/or deposit of monies and/or remedial action; and/or (b) in the event such is required for any Shared Area or Shared Equipment, the Party in whose Facility such Shared Area or Shared Equipment is located shall take all necessary steps, and the Parties shall be financially responsible therefor in proportion to their Allocable Share for the applicable Shared Area or Shared Equipment, which shall include the cost of said cleanup and/or deposit of monies and/or remedial action. Notwithstanding the foregoing, each Party shall indemnify and hold harmless the other and the other Party's partners, members, shareholders, officers, directors, employees

and agents from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and costs of suit, arising out of or resulting from the other Party's or its Permittees' violation of any Governmental Requirement or applicable rules or regulations issued by the Department of Environmental Protection or any other governmental agency having jurisdiction of environmental matters.

SECTION 3.12. Liens. LCCCA shall not create, permit to accrue or allow to exist any mechanics' lien or other lien encumbering the Convention Center Premises, except for any Mortgage. PSP shall not create, permit to accrue or allow to exist any mechanics' lien or other lien encumbering the Hotel Premises, except for any Mortgage.

#### ARTICLE 4.

#### PAYMENT OF ALLOCABLE SHARE OF COSTS AND EXPENSES.

SECTION 4.1. Allocable Share. The term "Allocable Share" shall mean:

(a) With respect to either Party's obligation to pay a portion of the cost of operation, maintenance, repair or replacement of any Shared Areas or Shared Equipment, such Party's pro rata share of such cost shall be based upon the proportional benefits to the Facilities of such Shared Areas or Shared Equipment determined in accordance with the criteria set forth on Exhibit G and otherwise on a fair and equitable basis based on utilization; provided, such cost shall not include any operating or maintenance expenses related to the Kitchen Facilities that are paid by PSP pursuant to the FBC Agreement. The Allocable Share may differ for Shared Areas or Shared Equipment that have different proportional benefits to the Facilities. Each Party's Allocable Share for Shared Areas and Shared Equipment for a Fiscal Year shall be based upon the Shared Facilities Annual Operating Budget. Each Shared Facilities Annual Operating Budget for the upcoming Fiscal Year shall be subject to review and Approval of the Parties and shall be presented to the Parties by the Manager no later than sixty (60) days prior to the end of the current Fiscal Year. LCCCA and PSP shall negotiate in good faith over each Shared Facilities Annual Operating Budget for the upcoming Fiscal Year during the period preceding the commencement of each Fiscal Year. If unable to agree, and until an agreement is reached, the Shared Areas and the Shared Equipment shall be operated on the basis of the last Approved Shared Facilities Annual Operating Budget (as adjusted by the greater of ten percent (10%) per annum or in accordance with the annual changes in the CPI); and

(b) For so long as the Convention Center and the Hotel are managed by a common Manager, with respect to either Party's obligation to pay a portion of the salaries and all contributions and benefits related thereto ("Personnel Expenses"), LCCCA's Allocable Share shall be twenty percent (20%) and PSP's Allocable Share shall be eighty percent (80%). Thereafter, Personnel Expenses shall be equitably adjusted between the Parties consistent with the utilization by each Party of the Personnel employed.

SECTION 4.2. Change in Allocable Shares. Upon the request of either Party, but no more often than annually, the Parties shall act in good faith to redetermine mutually the Allocable

Share of each Party with respect to the Shared Areas and Shared Equipment based upon the proportional benefits to the Facilities of and utilization by each Party of such Shared Areas and Shared Equipment determined on a fair and equitable basis. Any redetermination of the Allocable Shares shall be in effect until the Allocable Shares are next redetermined upon the request of a Party, and, in any event, shall be in effect until Approval of the next succeeding Shared Facilities Annual Operating Budget. If the Parties cannot agree on a redetermination of the Allocable Shares, then the previous determination of Allocable Shares shall remain in effect until the Allocable Shares are redetermined by mutual agreement upon the request of a Party pursuant to this Section 4.2 or until determination thereof is made pursuant to Section 4.3.

SECTION 4.3. Disputes Regarding Allocable Shares. At the election of either Party, any dispute between the Parties with respect to the initial determination of or change in the Allocable Shares shall be submitted to binding arbitration pursuant to Section 11.1 hereof.

SECTION 4.4. Method of Payment or Reimbursement. Whenever a Party is required by the terms of this Agreement to pay its Allocable Share or any other share of any cost or expense, or to reimburse the other Party for a share of any cost or expense incurred by such other Party, then the Party required to make the payment shall do so within ten (10) days after written request for such payment from the other Party. Any payment not made within such ten (10)-day period shall accrue simple per annum interest at the Default Rate from the expiration of such ten (10)-day period until paid.

## ARTICLE 5. FINANCIAL REPORTING; BUDGETS

SECTION 5.1. Books and Records. LCCCA shall keep or cause to be kept full and adequate separate books of account and other records reflecting the results of operation of the Convention Center. PSP shall keep or cause to be kept full and adequate separate books of account and other records reflecting the results of operation of the Hotel.

SECTION 5.2. Budgets. Each Party shall cause the Manager to prepare an Annual Operating Budget for its Facility for each Fiscal Year.

## ARTICLE 6. MANAGEMENT OF THE FACILITIES; FBC AGREEMENT

SECTION 6.1. Common Manager. The Parties acknowledge and agree that a common Manager for the Convention Center and the Hotel will be a benefit in the operation of a first class Convention Center and full service Hotel Facility and the realization and maximization of the operational efficiencies and use of joint facilities as are operated under this Agreement. In consideration thereof, neither of the Parties shall amend, modify or supplement the Convention Center Management Agreement or the Hotel Management Agreement, as the case may be, in any manner that will have a Material Adverse Effect on the other Party's Facility without the Approval of the other Party. In the event that the Convention Center Management Agreement



and the Hotel Management Agreement require a single general manager, director of sales and marketing or Person of similar position, then such Person shall be subject to the Approval of both Parties.

**SECTION 6.2. Termination by LCCCA.** LCCCA shall not terminate the Convention Center Management Agreement except upon the occurrence of an event permitting termination as provided in the Convention Center Management Agreement . LCCCA shall provide to PSP a copy of any notice of default LCCCA gives to Manager under the Convention Center Management Agreement and PSP shall have the right (but not the obligation) to cure such default of Manager. Unless PSP provides written notice to LCCCA, within five (5) days of PSP's receipt of such default notice of PSP's intent to cure such default of Manager and thereafter proceeds diligently to commence and complete such cure, LCCCA may terminate the Convention Center Management Agreement (unless the default has been cured by Manager). If LCCCA terminates the Convention Center Management Agreement for breach by Manager, and in the event PSP has the right to and elects to terminate the Hotel Management Agreement, then the Parties shall proceed diligently and in good faith to identify and contract with a replacement Manager for the Facilities. If LCCCA terminates the Convention Center Management Agreement for breach by Manager, and in the event PSP does not have the right to or elects not to terminate the Hotel Management Agreement, then LCCCA shall proceed diligently and in good faith to identify and contract with a replacement Manager for the Convention Center and the identity of such replacement Manager and the terms of the contract between LCCCA and such replacement Manager, to the extent they impact the operation of the Facilities as contemplated by this Agreement, shall be subject to the Approval of PSP.

**SECTION 6.3. Termination by PSP.** PSP shall not terminate the Hotel Management Agreement except upon the occurrence of an event permitting termination as provided in the Hotel Management Agreement. PSP shall provide to LCCCA a copy of any notice of default PSP gives to Manager under the Hotel Management Agreement and LCCCA shall have the right (but not the obligation) to cure such default of Manager. Unless LCCCA provides written notice to PSP, within five (5) days of LCCCA's receipt of such default notice, of LCCCA's intent to cure such default of Manager and thereafter proceeds diligently to commence and complete such cure, PSP may terminate the Hotel Management Agreement unless the default has been cured by Manager). If PSP terminates the Hotel Management Agreement for breach by Manager, and in the event LCCCA has the right to and elects to terminate the Convention Center Management Agreement, then the Parties shall proceed diligently and in good faith to identify and contract with a replacement Manager for the Facilities. If PSP terminates the Hotel Management Agreement for breach by Manager, and in the event LCCCA does not have the right to or elects not to terminate the Convention Center Management Agreement, then PSP shall proceed diligently and in good faith to identify and contract with a replacement Manager for the Hotel and the identity of such replacement Manager and the terms of the contract between PSP and such replacement Manager, to the extent they impact the operation of the Facilities as contemplated by this Agreement, shall be subject to the Approval of LCCCA.

**SECTION 6.4. Termination by the Manager.** LCCCA shall provide to PSP a copy of any notice of default LCCCA receives from Manager under the Convention Center Management

Agreement and to the extent permitted by the Convention Center Management Agreement PSP shall have the right (but not the obligation) to cure such default and the cost of effecting such cure shall be paid by LCCCA within ten (10) days of presentation of a bill therefor together with such backup documentation that is reasonably requested in writing. If LCCCA fails to pay such cost within ten (10) days as aforesaid, PSP shall be entitled to interest from the date of expenditure by it effecting such cure through the date of reimbursement to it at a rate equal to the Default Rate. PSP shall provide to LCCCA a copy of any notice of default PSP receives from Manager under the Hotel Management Agreement and to the extent permitted by the Hotel Management Agreement LCCCA shall have the right (but not the obligation) to cure such default and the cost of effecting such cure shall be paid by PSP within ten (10) days of presentation of a bill therefor together with such backup documentation that is reasonably requested in writing. If PSP fails to pay such cost within ten (10) days as aforesaid, LCCCA shall be entitled to interest from the date of expenditure by it effecting such cure through the date of reimbursement to it at a rate equal to the Default Rate.

SECTION 6.5. Replacement Management. Whenever a replacement Manager is selected hereunder and replacement management agreements entered into, such replacement Manager and such agreements shall be consistent with the provisions of this Agreement regarding the operation, maintenance and management of the Facilities.

SECTION 6.6. FBC Agreement. The Kitchen Facilities shall be operated by PSP pursuant to the FBC Agreement. If the FBC Agreement is terminated by either party for any reason, or upon the expiration of the FBC Agreement, LCCCA shall enter into a replacement food and beverage concession agreement with PSP or, subject to the provisions of the FBC Agreement, with a third party upon terms similar to the FBC Agreement or upon such terms as the parties to such replacement agreement shall mutually agree. If PSP is not a party to such replacement food and beverage concession agreement, then the identity of the food and beverage concession provider under such agreement and the terms of such agreement shall be subject to the Approval of PSP.

## ARTICLE 7.

### INSURANCE AND INDEMNIFICATION.

SECTION 7.1. Required Insurance. Each Party shall maintain in effect at least the following insurance coverage with respect to its Facility:

(a) Commercial Property insurance on the improvements constituting the Facility owned by such Party, any and all furniture, equipment, supplies and other property owned, leased, held or possessed by such Party and contained in its Facility, and any Shared Areas and Shared Equipment located within its Facility, 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 such Party may reduce the amount of such insurance coverage to one hundred percent (100%) of the full insurable value of such improvements (excluding foundation);

(b) Commercial liability insurance protecting and indemnifying the other Party 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 land underlying the Facility owned by such Party, the improvements constituting such Facility and the adjoining streets, other than streets dedicated to the public and accepted for maintenance by the public, 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) Worker's compensation (including employer's liability insurance) covering, such Party's contractors' employees providing the statutory benefits required under Pennsylvania law; provided, however, that a Party shall be required to carry such insurance only during periods of construction by such Party in or about the Facilities;

(d) Such other insurance, and in such amounts, as the Parties may from time to time be required to maintain pursuant to the terms of the Other Agreements; and

(e) Such other insurance, and in such amounts, as the Parties may from time to time be required to maintain pursuant to the terms of any Mortgage with respect to either Facility.

**SECTION 7.2. Policies.** All policies of insurance maintained pursuant to this Article shall comply with the following requirements:

(a) All of the policies of insurance provided for in this Agreement 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 Facility. Upon request, each Party shall 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 two percent (2%) of the policy amount without Approval of the other Party.

(b) All insurance required by this Article 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.

(c) Each policy of insurance required to be maintained under this Agreement 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.

SECTION 7.3. Premiums. Each Party shall be solely responsible for the premiums for the insurance policies required to be maintained by it hereunder; provided, however, the premium for the property insurance maintained by a Party with respect to the Shared Areas and Shared Equipment located within its Facility shall be allocated among the Parties in proportion to each Party's Allocable Share.

SECTION 7.4. Waiver of Subrogation. To the extent permitted by applicable law, LCCCA and PSP 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 and in any event only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover under such policies, and then only to the extent of the insurance proceeds payable under such policies.

SECTION 7.5. Indemnification. Each Party agrees to defend, protect, indemnify and hold harmless the other Party and such Party's partners, members, shareholders, officers, directors, employees and agents from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and costs of suit, arising out of or resulting from (i) any breach or default by either Party in the performance of its obligations under this Agreement, the Other Agreements or other contracts to which such Party is a party, and (ii) the injury to or death of any Person, or damage to the property of any Person, located on the Premises owned by such Party; provided, however, the forgoing obligation shall not apply to claims caused by the negligence or willful misconduct of such other Party, its agents, licensees, concessionaires, servants or employees, or the agents, servants or employees of any licensee or concessionaire thereof.

## ARTICLE 8. CASUALTY.

SECTION 8.1. Obligation to Repair and Rebuild. Subject to the provisions of the Convention Center Management Agreement, the Hotel Management Agreement and the Hotel License Agreement, and except as otherwise provided below, if all or any part of a Facility shall be damaged or destroyed by fire or other casualty, then the Party owning such Facility, at its own expense, shall commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss) to repair, restore, replace or rebuild the Facility to a good, safe and sightly condition and in compliance with the Quality Standard and the requirements of this Agreement. If the insurance proceeds received by such Party are insufficient to pay the entire cost to repair, restore, replace or rebuild the Facility, then such Party shall be responsible for the amount of any such deficiency. Anything in this

Section 8.1 to the contrary notwithstanding, if both Facilities are damaged or destroyed in whole or in part by fire or other casualty such that the cost of repairing or replacing each Facility shall equal or exceed fifty percent (50%) of the replacement value of each Facility immediately preceding such fire or other casualty, then the Parties shall be relieved of their obligations set forth above to repair, restore, replace or rebuild their respective Facilities.

SECTION 8.2. Reciprocal Obligation. Notwithstanding the provisions of Section 8.1 to the contrary, if any part of both Facilities is damaged or destroyed by fire or other casualty and one Party is required to repair, restore, replace or rebuild its Facility to a good, safe and sightly condition, then the other Party shall also repair, restore, replace or rebuild its Facility to a good, safe and sightly condition and in compliance with the Quality Standard and the requirements of this Agreement.

SECTION 8.3. Mortgagee Proceeds Requirement. Notwithstanding the provisions of Section 8.1 to the contrary, if any Mortgagee elects to require the insurance proceeds resulting from damage or destruction of a Facility to be paid to such Mortgagee on account of the indebtedness secured by such Mortgage, then, subject to the rights of any other Mortgagees with respect to such insurance proceeds, such payment shall be made to such Mortgagee, and the Party owning such Facility, unless it can obtain replacement financing on substantially similar terms and conditions, shall be relieved of all obligations, monetary or otherwise, established under Section 8.1.

## ARTICLE 9. CONDEMNATION.

SECTION 9.1. Obligation to Repair and Rebuild. If all or a Substantial Part of a Facility shall be taken by condemnation, power of eminent domain, or sale in lieu thereof, then this Agreement shall terminate effective the date of such taking. Subject to the provisions of the Convention Center Management Agreement, the Hotel Management Agreement and the Hotel License Agreement, if less than all or a Substantial Part of a Facility shall be taken by condemnation, power of eminent domain, or sale in lieu thereof, then the Party owning such Facility, at its own expense, shall commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of receiving the condemnation proceeds) to repair, restore, replace or rebuild the Facility to a good, safe and sightly condition and in compliance with the Quality Standard and the requirements of this Agreement. If the condemnation proceeds received by a Party are insufficient to pay the entire cost to repair, restore, replace or rebuild the Facility, then such Party shall be responsible for the amount of any such deficiency.

SECTION 9.2. Mortgagee Proceeds Requirement. Notwithstanding the provisions of Section 9.1 to the contrary, if any Mortgagee elects, in accordance with the terms of its Mortgage, to require the condemnation proceeds resulting from any taking of all or any part of a Facility to be paid to the Mortgagee on account of the indebtedness secured by such Mortgage, then, subject to the rights of any other Mortgagees with respect to such condemnation proceeds, such payment

shall be made to such Mortgagee, and the Party owning such Facility shall be relieved of all obligations, monetary or otherwise, established under Section 9.1.

## ARTICLE 10. DEFAULTS AND REMEDIES.

SECTION 10.1. Events of Default. The occurrence of any of the following events, acts or circumstances shall be and constitute an “Event of Default” with respect to the Party who commits such event or act or to whom such event, act or circumstance occurs:

(a) Failure by a Party to pay in full any amount payable by it under this Agreement when due, and the continuance of such failure for ten (10) days after the other Party gives written notice of such failure to the failing Party; or

(b) Failure by a Party to observe, perform or comply with any of the terms, covenants, agreements or conditions contained in this Agreement (other than as specified in Section 10.1(a), and the continuance of such failure for thirty (30) days after the other Party gives written notice of such failure to the failing Party, or, when the cure reasonably requires more than thirty (30) days, the failure of a Party to commence to cure such failure within such period of thirty (30) days and diligently and continuously to prosecute it to completion; or

(c) A Party ceases operation of a Facility (other than due to an event of Force Majeure) and does not cure such failure by commencing operation of the Facility within fifteen (15) days after written notice from the other Party; or

(d) Any petition is filed by or against a Party under any section or chapter of the Federal Bankruptcy Act or any other applicable Federal or State bankruptcy, insolvency or other similar law, and such petition is not dismissed within sixty (60) days after the date of such filing; if a Party shall become insolvent or transfer property to defraud creditors; if a Party shall make an assignment for the benefit of creditors; or if a receiver is appointed for all or a material portion of a Party's assets; or

(e) A Party fails to satisfy or otherwise remove any lien filed against its Premises or its Facility by reason of such Party's actions, within thirty (30) days after such Party has notice of the filing of such lien.

SECTION 10.2. Remedies. Whenever any Event of Default by a Party shall exist and until it is cured, the other Party may pursue any one or more of the following remedies, which are cumulative and not exclusive of each other:

(a) With respect to any Event of Default, the non-defaulting Party may bring an action for damages against the defaulting Party;

(b) With respect to any non-monetary Event of Default, the non-defaulting Party may bring an action for specific performance of this Agreement, each Party agreeing that

monetary damages are not sufficient to make the other Party whole for a non-monetary default of the other Party under this Agreement;

(c) The non-defaulting Party may do whatever the defaulting Party is obligated to do by the provisions of this Agreement, including, but not limited to, entering the defaulting Party's Premises, without being liable to prosecution or any claims for damages in order to accomplish this purpose, and the defaulting Party shall reimburse the non-defaulting Party immediately upon demand for any expenses which the non-defaulting Party may incur in thus effecting compliance with this Agreement on behalf of the defaulting Party, and the non-defaulting Party shall not be liable for any damages resulting to the defaulting Party from such action, whether caused by the negligence of the non-defaulting Party or otherwise; and

(d) Pursuit by a Party of any of the foregoing remedies shall not preclude the pursuit of any damages incurred, or of any of the other remedies provided herein or available, at law or in equity.

SECTION 10.3. Rights of Mortgagees. Each Party shall provide to the other the name and address of its Mortgagee, if any. A Mortgagee shall have the right to timely written notice of any default given by one Party to the other hereunder and shall have the same right to cure such default as the defaulting Party.

SECTION 10.4. Interest on Monetary Defaults. Any amount required to be paid by a Party under this Agreement that is not paid within ten (10) days after notice from the other Party that such payment was not made shall accrue simple per annum interest at the Default Rate from the date of such notice until paid.

SECTION 10.5. Costs and Attorneys' Fees. In any proceeding arising under this Agreement, including any arbitration pursuant to Section 11.1 hereof, the prevailing Party shall be entitled to recover the costs of the proceeding, as well as reasonable attorneys' fees and expenses before and at trial, on appeal, in bankruptcy and in post judgment collection, as such post judgment costs may be awarded by the court.

## ARTICLE 11 MISCELLANEOUS GENERAL PROVISIONS.

SECTION 11.1. Alternative Dispute Resolution. Any dispute which is subject to mandatory arbitration as provided in this Agreement 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 Party and the third (3<sup>rd</sup>) 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 Party 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. The Parties 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 and the Hotel. Any arbitration under this Agreement shall take be in accordance with the rules of the American Arbitration Association. The decision of the arbitrators shall be binding upon the Parties 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.

SECTION 11.2. Applicable Law. This Agreement shall be governed by and interpreted and construed under the laws of the Commonwealth of Pennsylvania.

SECTION 11.3. References; Headings. Unless expressly provided otherwise in this Agreement, each reference in this Agreement to a particular Article, Section, Subsection, paragraph or clause shall be to such Article, Section, Subsection, paragraph or clause of this Agreement. Headings of Articles and Sections are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular Articles, Sections or Subsections to which they refer.

SECTION 11.4. No Construction Against Drafting Party. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either LCCCA or PSP by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, structured or dictated such provision.

SECTION 11.5. Exhibits. Each exhibit referred to in this Agreement is attached to and incorporated by reference in this Agreement.

SECTION 11.6. Relationship. Nothing, in this Agreement shall be construed to render or constitute a Party in any way or for any purpose a partner, joint venturer or associate in any relationship with the other Party, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party except as expressly provided in this Agreement.

SECTION 11.7. Notices. Any notice, consent, approval, statement, demand or other communication which is provided for or required by this Agreement 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 provision:

(1) If to LCCCA:

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 PSP:

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: Howard I. Grossman, Esquire

LCCCA and PSP 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.

**SECTION 11.8. Waiver.** The failure of either Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by either Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

**SECTION 11.9. Estoppel Certificates.** Each Party shall, without charge, at any time and from time to time, within ten (10) days after request by the other Party certify by written

instrument, duly executed, acknowledged and delivered, to the effect that this Agreement is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications), stating whether or not any notice of default has been given to the other Party which has not been cured and, whether or not, to the best knowledge of the person executing such estoppel certificate on behalf of such Party, the other Party is in default in performance of any covenant, agreement or condition contained in this Agreement and, if so, specifying each such default of which the individual executing such estoppel certificate may have knowledge.

SECTION 11.10. Amendments. This Agreement and its provisions may be changed, waived, discharged or terminated only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought, and consented to by any Mortgagee if required under the terms of the applicable Mortgage.

SECTION 11.11. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is or becomes invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provisions to any other any other person or circumstances shall not be affected by such invalidity or unenforceability and shall be enforced to the greatest extent permitted by law.

SECTION 11.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to an original and all of which together shall comprise but a single document.

SECTION 11.13. Binding Effect. This Agreement shall inure to the benefit of and be binding on the Parties and their respective legal representatives, successors, successors-in-title and assigns.

SECTION 11.14. Force Majeure. A delay in or failure of performance by either Party hereto, other than the payment of money, shall not constitute a default, nor shall LCCCA or PSP be held liable for loss or damage, if and to the extent that such delay, failure, loss or damage is caused by Force Majeure and all times specified for performance in this Agreement shall be extended by the period of delay resulting from the event of Force Majeure.

SECTION 11.15. Other Agreements. The reference in this Agreement to other documents, including but not limited to any Facility Annual Operating Budget, the Convention Center Development Agreement, the Hotel Development Agreement, the Convention Center Management Agreement, the Hotel Management Agreement, the Hotel License Agreement, the Hotel Facilities Area Lease Agreement, the Booking Policy Outline and the FBC Agreement, shall not be deemed to be an incorporation of such documents in this Agreement and shall not otherwise be deemed to make such documents public or permit access thereto by any Party which is not a party to such document.

SECTION 11.16. Limitation on Liability. None of the Persons comprising a Party (whether partners, shareholders, members, officers, directors, trustees, employees or otherwise) shall ever be personally liable for any judgment obtained against a Party hereunder. Each Party

agrees to look solely to the interest in the Premises of the defaulting Party for recovery of damages for any breach of this Agreement.

SECTION 11.17. Nonterminable Agreement. No occurrence of an Event of Default under this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of the occurrence of an Event of Default under this Agreement.

SECTION 11.18. Subordination. Any and all consent and Approval rights of LCCCA under this Agreement are and shall be subject and subordinate to all Mortgages which may now or hereafter be secured upon the Hotel Premises and/or the improvements constituting the Hotel, and to all renewals, modifications, consolidations, extensions and replacements thereof, provided, however, that if any Mortgagee of LCCCA requires an agreement to the contrary, then this subordination provision shall be subject to any agreement which may be entered into among LCCCA, PSP, LCCCA's Mortgagee and PSP's Mortgagee. This subordination provision shall be self-operative and no further instrument of subordination shall be required by any Mortgagee of PSP, but in confirmation of such subordination, LCCCA shall execute, within ten (10) days after request, any certificate or subordination agreement that any such Mortgagee may reasonably require acknowledging the subordination of LCCCA's consent and Approval rights. If PSP shall so request, LCCCA shall send to any Mortgagee designated by PSP a copy of any notice given by LCCCA to PSP under this Agreement.

SECTION 11.19. Entire and Final Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, superseding all prior agreements or understandings, oral or written.

## ARTICLE 12 DEFINITIONS

When used in this Agreement with an initial capital letter or letters, each of the following terms shall have the meaning given it below:

- (1) "Agreement" shall have the meaning set forth in the recitals hereto.
- (2) "Allocable Share" shall have the meaning set forth in Section 4.1.
- (3) "Approval" or "Approved" means prior written approval of the Party from whom such approval is sought, not to be unreasonably withheld, delayed or conditioned.
- (4) "Benefited Party" means the Party benefiting from a particular Easement (as hereinafter defined) or other right.
- (5) "Benefited Premises" means the Premises benefiting from a particular Easement or other right and deemed to be the dominant tenement.

- (6) “Booking Policy Outline” shall have the meaning set forth in the recitals hereto.
- (7) “Burdened Party” means the Party bound and burdened by a particular Easement or other right.
- (8) “Burdened Premises” means the Premises bound and burdened by a particular Easement or other right and deemed to be the servient tenement.
- (9) “Capital Expenditures” shall have the meaning set forth in Section 3.7.1.
- (10) “CPI” means the Consumer Price Index-All Urban Consumers (CPI-U)/All Items, Not Seasonably Adjusted, 1982-84=100, for the Northeast Region, as published by the United States Department of Labor Statistics, for the applicable comparison period. If the CPI shall cease to use 1982-84 as the base year, the CPI shall be converted in accordance with the conversion factor, if any, published by the United States Department of Labor, Bureau of Labor Statistics. If the CPI is discontinued or revised during the term of this Agreement, such other governmental index or computation, if any, with which it is replaced shall be used. If no conversion factor is supplied by the United States Department of Labor, Bureau of Statistics, either for a new base year or a new index, the Parties shall agree upon a conversion factor for the CPI to be used.
- (11) “Convention Center” means the planned convention center complex adjoining the Hotel, which shall include, without limitation, approximately 160,000 to 181,000 gross square feet of space, including a grand ballroom, a junior ballroom, exhibition space, meeting rooms, support pre-function and circulation areas and food service and supporting back-of-house areas and related furniture, fixtures, operating supplies and equipment, developed in accordance with the spatial program and preliminary cost estimate more fully described on Exhibit C attached hereto and made a part hereof. The term “Convention Center” includes the Convention Center Premises but does not include those portions of the Shared Areas within the Hotel Premises.
- (12) “Convention Center Development Agreement” shall have the meaning set forth in the recitals hereto.
- (13) “Convention Center Management Agreement” shall have the meaning set forth in the recitals hereto.
- (14) “Convention Center Premises” means the parcel of land located in the City of Lancaster, Lancaster County, Pennsylvania, more fully described on Exhibit A attached hereto and made a part hereof, together with all of the rights, easements and appurtenances pertaining to such land.
- (15) “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.

(16) “Developer” shall have the meaning set forth in the recitals hereto and shall include Developer’s successors and assigns and any replacement developer.

(17) “Easement” means any easement expressly created or reserved by this Agreement and those depicted on the Easement Plan and the Utility Plan.

(18) “Easement for Construction” means the right to obtain access to such portions of the Burdened Premises as is reasonably necessary for the purpose of performing the initial construction of improvements contemplated herein, or in the Plans, on or in any part of the Benefited Premises; provided, that such construction is performed in accordance with the Plans, and such access is temporary and does not unreasonably interfere with or have a Material Adverse Effect on the use, development or operation of such Burdened Premises by the Burdened Party and/or the Occupants thereof, and further provided that such Benefited Party shall provide such Burdened Party with written notice thereof at least ten (10) days before the commencement of such access describing in reasonable detail: (i) the nature and scope of the construction; (ii) the projected time for completion of the construction; and (iii) the specific affected areas within the Burdened Premises.

(19) “Easement for Emergency Ingress and Egress” means, in the event of an Emergency, such temporary Easements as are reasonably necessary for the preservation or life and/or property, including the right to use all stairways, escalators, ramps, corridors, entrances and exits, including access thereto, located within the Burdened Premises for emergency ingress or egress of all Occupants and Permittees.

(20) “Easement for Maintenance” means the right to use the Burdened Premises, for purposes of: (i) performing Maintenance to the Benefited Premises; and (ii) performing the Maintenance obligations enumerated in Subsections 3.4.1 and 3.5.1 hereof. Such Maintenance shall be performed in accordance with this Agreement and shall not interfere unreasonably with or have a Material Adverse Effect on the use, development or operation of such Burdened Premises by the Burdened Party and/or the Occupants thereof.

(21) “Easement for Pedestrian Access” means the right to use the Burdened Premises for pedestrian ingress and egress in areas identified on the Easement Plan as “Pedestrian Access” areas, or as otherwise agreed to by the Burdened Party and the Benefited Party, including, but not limited to, transporting such materials as can be carried by pedestrians.

(22) “Easement for Shared Areas” means the right to use the Shared Areas for their intended purpose; provided, however, that such use shall not unreasonably adversely affect the use of such Shared Areas by the other Party.

(23) “Easement for Shared Equipment” means the right to use the Shared Equipment for its intended purpose; provided, however, that such use shall not unreasonably adversely affect the use of such Shared Equipment by the other Party.

(24) “Easement for Utilities” means the right to use the Burdened Premises for the purpose of the installation, Maintenance, operation and use of one or more utility lines, pipes,

conduits, ducts, vents, cables, wire, conductors, and related equipment in, on or across the Burdened Premises as identified on the Utility Plan. Such installation rights include the right to locate, within the Burdened Premises, mechanical equipment, electrical equipment, life safety equipment (including, without limitation, smoke and fire detection systems, and related fixtures and equipment), utility lines, pipes, conduits, cables, transformers, switchgear, circuit breakers, wires, conductors, chases, ducts, stand pipes, ventilation systems or other utility facilities, for the purposes of providing electric service, potable water, gas service, life safety service, ventilation service, telecommunications service, sanitary sewer service, and any other utility service commonly used by commercial users to the Benefited Premises in such areas identified on the Utility Plan or otherwise agreed to by the Benefited Party and the Burdened Party. Except for an Emergency, such installation or Maintenance shall be performed in accordance with this Agreement and the Plans and shall not interfere unreasonably with or have a Material Adverse Effect on the use, development or operation of such Burdened Premises by the Burdened Party and/or the Occupants thereof. Upon completion of such installation or Maintenance, such Benefited Party shall restore the Burdened Premises to its condition immediately prior to the commencement thereof.

(25) “Easement for Vertical Transportation Use” means the right to use stairs, escalators, ramps, freight elevators and passenger elevators (collectively, “Vertical Transportation Facilities”) located on the Burdened Premises, in such areas designated on the Easement Plan as “Vertical Transportation” areas, to provide pedestrian ingress or egress and to transport materials, equipment and freight, in accordance with such reasonable rules and regulations as the Manager may, from time to time, promulgate in writing.

(26) “Easement Plan” means the plan, as the same may be amended or revised pursuant to this Agreement, including any notes and addenda thereto, illustrating the Pedestrian Access areas, Shared Areas and Vertical Transportation areas. The initial Easement Plan is attached hereto as Exhibit D and made a part hereof.

(27) “Emergency” means a combination of circumstances or the resulting state that requires immediate action in order to prevent: (i) harm or damage to persons or property; or (ii) important systems from being rendered imminently inoperable.

(28) “Event of Default” shall have the meaning set forth in Section 10.1.

(29) “Facility” means either the Convention Center or the Hotel, as the context suggests or requires. When used with respect to LCCCA, “Facility” means the Convention Center and, when used with respect to PSP, “Facility” means the Hotel. “Facilities” mean the Convention Center and the Hotel, collectively.

(30) “Facility Annual Operating Budget” means an annual operating budget, including a capital budget, prepared by Manager for each Facility.

(31) “FBC Agreement” shall have the meaning set forth in the recitals hereto.

(32) “FF&E” shall have the meaning set forth in Section 3.7.1.

(33) “FF&E and Capital Reserve” shall have the meaning set forth in Section 3.7.2.

(34) “Fiscal Year” means the calendar year.

(35) “Force Majeure” means any of the following which may have a Material Adverse Effect on the Facility or market in which the Facility operates (i) an act of God, (ii) acts of war, (iii) acts of terrorism, (iv) civil disturbance, (v) labor disputes among Facility 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 Facility not caused by the act or omission of the Party owning such Facility), or (ix) any other causes, other than downturns in the local or national economy, that are beyond the control of either Party.

(36) “Franchisor” shall have the meaning set forth in the recitals hereto and shall include Franchisor’s successors and assigns and any replacement franchisor.

(37) “Governmental Requirement” means all laws, statutes, codes, acts, constitutions, ordinances, judgments, decrees, injunctions, orders, resolutions, rules, regulations, permits licenses, authorizations, administrative orders and other requirements of any federal, state, county, municipal or other government or any subdivision, agency, authority, department, court, commission, board, bureau or instrumentality of any of them having jurisdiction over LCCCA, PSP and the Facilities, or any of them.

(38) “Hotel” means the business-class hotel, having approximately two hundred ninety-four (294) guest rooms, to be developed by Developer on or about the Hotel Premises, to include, at the discretion of PSP, guestrooms and suites, retail space, appropriate support facilities such as a restaurant(s), a lounge(s) or bar(s), and supporting back-of-the-house areas, together with such other amenities and features characteristic of a business-class hotel. The term “Hotel” includes the Hotel Premises but does not include those portions of the Shared Areas within the Convention Center Premises.

(39) “Hotel Development Agreement” shall have the meaning set forth in the recitals hereto.

(40) “Hotel Facilities Area” means the junior ballroom and adjoining meeting space in the Convention Center containing an aggregate of approximately 12,000 to 15,000 square feet, as identified in the Hotel Facilities Area Lease Agreement.

(41) “Hotel Facilities Area Lease Agreement” shall have the meaning set forth in the recitals hereto.

(42) “Hotel License Agreement” shall have the meaning set forth in the recitals hereto.

(43) “Hotel Management Agreement” shall have the meaning set forth in the recitals hereto.

(44) “Hotel Premises” means the parcel of land located in the City of Lancaster, Lancaster County, Pennsylvania, more fully described on Exhibit B attached hereto and made a part hereof, together with all of the rights, easements and appurtenances pertaining to such land.

(45) “Joint Development Agreement” shall have the meaning set forth in the recitals hereto.

(46) “Kitchen Facilities” means the kitchen located in the Convention Center and all equipment, appliances, cookware, utensils and other items used in connection with food and beverage preparation.

(47) “Manager” shall have the meaning set forth in the recitals hereto and shall include Manager’s successors and assigns and any replacement manager.

(48) “Maintenance” or “Maintain” means any and all of the following if and to the extent applicable: repair, replacement, restoration of damage (whether caused by casualty, condemnation or otherwise), improvement, upkeep (including, but not limited to testing, maintaining, cleaning, washing, painting and decorating) and inspection (including, but not limited to, inspection for the purpose of reading utility meters and inspections required by Governmental Requirements).

(49) “Material Adverse Effect” means any circumstance or event which individually or in the aggregate could have a material adverse effect on the Facilities, or either of them, or their use, occupancy or operation.

(50) “Mortgage” means a deed of trust, mortgage, security agreement or similar agreement creating a lien upon or security interest in or conveying title to all or any part of or interest in the Hotel Premises and/or the improvements constituting the Hotel, or the Convention Center Premises and/or the improvements constituting the Convention Center, as security for a debt.

(51) “Mortgagee” means the holder of a Mortgage.

(52) “Occupant” means a Person legally possessing any part of a Premises, whether a Party or a tenant, subtenant, licensee, concessionaire, operator, or manager.

(53) “Other Agreements” means, collectively, the Joint Development Agreement, Convention Center Development Agreement, the Hotel Development Agreement, the Convention Center Management Agreement, the Hotel Management Agreement, the Hotel License Agreement, the Hotel Facilities Area Lease Agreement, the Booking Policy Outline and the FBC Agreement.

(54) “Party” and “Parties” shall have the meaning set forth in the recitals hereto.

(55) “Permitted Use” means as to the Convention Center Premises, a first-class urban convention center together with customary and accessory uses thereto, and as to the Hotel



Premises, a full service hotel together with customary and accessory uses thereto, each developed, constructed and operated in accordance with the Quality Standard.

(56) “Permittees” means the Occupants’ officers, directors, partners, members, employees, agents, contractors, subcontractors, licensees, guests, customers, visitors, and invitees, as authorized by the applicable Party.

(57) “Person” means an individual, partnership, limited liability company, limited liability partnership, unincorporated association, corporation, business trust, or any other form of business or government entity or authority.

(58) “Personnel” shall have the meaning set forth in Section 3.8.

(59) “Personnel Expenses” shall have the meaning set forth in Section 4.1(b).

(60) “Plans” means the final, Approved drawings and specifications for the construction of the Convention Center and the Hotel, as the same may be revised from time to time by Approval of the Parties or pursuant to the Convention Center Development Agreement or the Hotel Development Agreement.

(61) “Premises” means as to LCCCA, the Convention Center Premises, and as to PSP, the Hotel Premises.

(62) “Quality Standard” means the standards of use, operation, maintenance, repair and housekeeping for the Facilities 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 E attached hereto and made a part hereof.

(63) “Shared Areas” means those areas of the Facilities shown as “Shared Areas” on the Easement Plan (including but not limited to the kitchen, loading docks, the emergency generator room, mechanical room, laundry/housekeeping room, engineering room, employee locker rooms, employee dining room, security and personnel offices, boiler room, transformer room, and storage rooms, and corridors and passageways accessing and connecting same), together with the Vertical Transportation Facilities and any other areas of the Facilities subsequently Approved by the Parties as “Shared Areas”.

(64) “Shared Equipment” means (i) each item of equipment serving both the Facilities, as shown on the Plans, (ii) any items of equipment serving both Facilities and subsequently designated in writing by the Parties as Shared Equipment, and (iii) each item of equipment subsequently installed in or on the Facilities as a replacement for any Shared Equipment. As of the date hereof, the “Shared Equipment” shall include all equipment, appliances, cookware and utensils which are part of the Kitchen Facilities, engineering equipment, laundry equipment, employee dining room equipment, security room equipment, boiler equipment, mechanical room equipment and men’s and women’s locker room equipment.

(65) “Shared Facilities Annual Operating Budget” means an annual operating budget, including a capital budget, prepared by Manager for the Shared Areas and the Shared Equipment.

(66) “Shared Facilities Reserve” shall have the meaning set forth in Section 3.7.1.

(67) “Substantial Part of a Facility” means ten percent (10%) or more of the gross square footage of a Facility or any portion of a Facility or the Premises underlying a Facility necessary for reasonable access to the entire Facility.

(68) “Utility Plan” means the plan, as the same may be amended or revised pursuant to this Agreement, including any notes and addenda thereto, illustrating any Easement for Utilities created hereunder. The initial Utility Plan is attached hereto as Exhibit F and made a part hereof.

(69) “Work” shall have the meaning set forth in Section 3.6.1.

IN WITNESS WHEREOF, LCCCA and PSP have executed this Agreement under seal as of the date first above written.

LCCCA:

THE LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY

By: \_\_\_\_\_  
James O. Pickard  
Chairman

PSP:

PENN SQUARE PARTNERS, a Pennsylvania  
limited partnership

By: Penn Square General Corporation, its general  
partner

By: \_\_\_\_\_  
Thomas D. Smithgall  
Vice President

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of December, 2001, before me, a Notary Public, personally appeared James O. Pickard, the Chairman of The Lancaster County Convention Center Authority, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Seal]

My Commission Expires:

Notary Public

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of December, 2001, before me, a Notary Public, personally appeared Thomas D. Smithgall, the Vice President of Penn Square General Corporation the general partner of Penn Square Partners, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Seal]

My Commission Expires:

## Notary Public

**EXHIBIT A**

(Convention Center Premises)

**EXHIBIT B**

(Hotel Premises)

## **EXHIBIT C**

### Convention Center Spatial Program and Preliminary Cost Estimate

#### Spatial Program\*:

- Gross Square Footage: 160,000-181,000 square feet
- Exhibit Space: 25,000-30,000 square feet
- Ballroom Space: 25,000-28,000 square feet
- Meeting Room Space: 20,000-22,000 square feet (15-20 rooms)
- Lobby/Pre-function Space: 30,000-34,000 square feet
- Support Space (50,000-56,000 square feet)
- Food Service, Office Space: 10,000-11,000 square feet

\*PSP will explore with LCCCA the expansion potential of exhibit space to up to approximately 50,000 square feet and expansion of the aggregate area of Convention Center to up to approximately 200,000 square feet.

#### Preliminary Cost Estimate:

The hard costs of construction of the Convention Center shall not exceed \$35,000,000 (increased by CPI beginning in year 2001) unless the exhibit space and aggregate area of the Convention Center are expanded as described in the Convention Center Spatial Program set forth above.



**EXHIBIT D**

(Easement Plan)

**EXHIBIT E**

(Quality Standard)

**EXHIBIT F**

(Utility Plan)

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**EXHIBIT G**

(Allocable Share Criteria)