

FIRST AMENDMENT TO FOOD AND BEVERAGE CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO FOOD AND BEVERAGE CONCESSION AGREEMENT (this "**Amendment**") is dated as of this 28th day of March, 2007, by and between THE LANCASTER COUNTY CONVENTION CENTER AUTHORITY, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania ("**LCCCA**") and PENN SQUARE PARTNERS, a Pennsylvania limited partnership ("**PSP**").

WITNESSETH

WHEREAS, LCCCA and PSP are parties to that certain Food and Beverage Concession Agreement dated as of December 20, 2001 (the "**Concession Agreement**"); and

WHEREAS, LCCCA and PSP desire and intend to amend the Concession Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Amendments to Concession Agreement.**

(a) The Recitals are hereby amended and restated as follows:

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

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

WHEREAS, upon the recordation of the Declaration and the creation of the Penn Square Hotel and Convention Center Condominium, a Condominium (the "**Condominium**"), LCCCA shall be the owner in fee of the Convention Center Premises (as defined herein) and RACL shall be the owner in fee of the Hotel Premises (as defined herein);

WHEREAS, the Parties desire that PSP provide Catering Services (as defined herein) to the Convention Center (as defined herein) on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:"

(b) The definition of "Base Amount" is hereby amended by replacing the term "\$250,000" in clause (a) thereof with "\$137,500."

(c) The definition of "Convention Center Premises" is hereby deleted in its entirety and restated as follows:

"Convention Center Premises" means that certain commercial condominium unit described in the Declaration as the "Convention Center Unit.

(d) The definition of "Hotel Premises" is hereby deleted in its entirety and restated as follows:

"Hotel Premises" means that certain commercial condominium unit described in the Declaration as the "Hotel Unit.

(e) The definition of "Reciprocal Easement, Operating and Use Agreement" is hereby deleted in its entirety.

(f) The definition of "Revenue Threshold" is hereby deleted in its entirety and restated as follows:

"Revenue Threshold" means an amount equal to \$4,015,000 per Fiscal Year (prorated for any partial Fiscal Year), which amount shall increase by three percent (3%) per annum, compounded annually, commencing in the Fiscal Year immediately following the first Fiscal Year in which Gross Catering Revenues are equal to or higher than \$4,015,000. For example, if Gross Catering Revenues equal \$4,015,000 in the third Fiscal Year of the term of this Agreement, then the Revenue Threshold would equal \$4,015,000 for Fiscal Years one (1) through three (3), \$4,135,450 for Fiscal Year four (4), \$4,259,513.50 for Fiscal Year five (5), and so on.

(g) Section 2.8, Kitchen Facilities is added as follows: "The Kitchen Facilities shall be operated by PSP."

(h) Section 2.3(b) shall be revised by replacing "in accordance with the Reciprocal Easement, Operating and Use Agreement" with "in good condition and repair and in accordance with the Quality Standard."

2. Miscellaneous.

(a) Except as modified, amended and supplemented by this Amendment, the terms, covenants and conditions of the Concession Agreement shall continue in full force and effect in accordance with their terms and are hereby ratified, confirmed and reaffirmed as if fully set forth herein.

(b) This Amendment shall not be binding upon the parties hereto unless and until it is signed by the parties hereto and a signed copy thereof is delivered to each party.

(c) This Amendment constitutes the entire agreement among the parties hereto with respect to the matters stated herein and may not be amended or modified unless such amendment or modification shall be in writing and signed by the party against whom enforcement is sought.


(d) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(e) The terms, covenants and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

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


THE LANCASTER COUNTY CONVENTION
CENTER AUTHORITY

By: 
Ted Darcus
Chairman

PENN SQUARE PARTNERS, a Pennsylvania
limited partnership

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

By: Penn Square General Corporation, its
general partner

By: 
Mark C. Fitzgerald
Executive Vice President