

**FIRST ADDENDUM TO  
DEVELOPER’S AGREEMENT AND AGREEMENT OF SALE**

THIS FIRST ADDENDUM TO DEVELOPER’S AGREEMENT AND AGREEMENT OF SALE (this “**Agreement**”) is made and entered into this 20th day of February, 2025 by and between Swan Property Holdings LLC, ( “**Purchaser**”), and Lancaster County Convention Center Authority (“**Seller**”).

**BACKGROUND**

Purchaser and Seller are parties to a Developer’s Agreement and Agreement of Sale dated August 22, 2024 (the “Developer’s Agreement”), for property located at 101 South Queen Street, Lancaster, Pennsylvania 17603.

Section 5.2.3 of the Developer’s Agreement provides if the Purchaser “is required or desires to materially change the Intended Use of the Property as contemplated in the Development Plan,” Purchaser must obtain written authorization from the Seller.

Purchaser has requested a change from the Development Plan from the original plan of nine hotel rooms and a “speakeasy-style” bar to an eleven room hotel, which would eliminate the proposed bar (generally, the “Development Plan Alteration”).

The Seller wishes to authorize the Development Plan Alteration subject to the conditions and obligations contained in this Addendum.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. All capitalized terms in this Addendum that are not specifically defined shall have the definitions in the Developer’s Agreement.

2. Approval of Development Plan Alteration. Seller hereby approves and authorizes the Development Plan Alteration presented by Purchaser prior to the date of this Addendum. This authorization shall apply to the current Development Plan Alteration only, and does not relieve the obligation of the Purchaser to obtain authorization for any future material changes to the Intended Use of the Property as contemplated in the Development Plan.

3. Status Report to Authority. Purchaser agrees to appear at the May 22, 2025 meeting of the Lancaster County Convention Center Authority and provide the Authority with an update on the status of the project. Purchaser acknowledges that this will be a public meeting of the Authority.

4. Deposit. As required by Section 3.1(i) of the Developer's Agreement, Purchaser will place a Fifty Thousand Dollar (\$50,000.00) Deposit into escrow on or before February 22, 2025. Section 3.1(ii) of the Developer's Agreement is amended and restated in its entirety to provide the following:

3.1 (ii) On May 22, 2025, provided that neither party is in Default (as hereinafter defined), the Deposit will become non-refundable. In the event that the Deposit becomes non-refundable, Purchaser shall have no obligation to increase the amount of the Deposit.

5. All provisions of the Developer's Agreement that are not altered by this Addendum shall remain in full force and effect.

[signature page to follow]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed, as of the day and year first above written.

**SELLER:**

LANCASTER COUNTY CONVENTION CENTER  
AUTHORITY

By:  \_\_\_\_\_

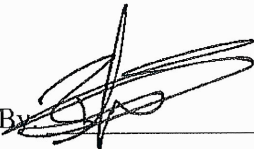
Name: Kevin R. Molloy

Title: Executive Director,

Lancaster County Convention Center Authority

**PURCHASER:**

SWAN PROPERTY HOLDINGS LLC

By:  \_\_\_\_\_

Name: Brent Hostetter

Title: Authorized Officer

[Signature Page to First Addendum to Developer's Agreement and Agreement of Sale]