

EFFECTIVE DATE: 7/31/07

AGREEMENT NO: 200706191

(DEPARTMENT will insert)

PTLA SAP ID NO.: 0000304562

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RESTATED AND AMENDED
PENNSYLVANIA TOURISM SIGNING TRUST
(FORMERLY THE PENNSYLVANIA LOGO SIGNING TRUST AGREEMENT)

THIS RESTATED AND AMENDED DECLARATION OF TRUST, executed this 31st day of July 2007, representing an amendment to and the restatement of a Trust Agreement as originally executed November 1, 1984, effective September 21, 1984, and as amended by a First Amendment dated May 7, 1987, a Second Amendment dated November 29, 1995, and a Third Amendment dated January 1, 2000, by and among the PENNSYLVANIA TOURISM & LODGING ASSOCIATION (formerly the Pennsylvania Travel Council), a nonprofit corporation with its offices situate at 128 Walnut Street, Harrisburg, Dauphin County, Pennsylvania ("PTLA" and "Grantor"), and the following trustees: DAVID CARBAUGH, MIKE LaCESA, TED LEONARD, ROBERT McCOLL, GEORGE MEROVICH, MARK MORATH, AND PATRICE NITTERHOUSE (all adult individuals, who have agreed to act as the Trustees of the Trust as of the Effective Date of this Restated and Amended Pennsylvania Tourism Signing and Services Trust), establishing a Trust for the benefit of the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION ("PENNDOT").

WITNESSETH:

WHEREAS, in order to resolve certain technical legal requirements inherent in the formation, implementation, and funding of the PENNDOT Logo Signing Program, it was necessary for a Trust to be created to hold certain funds for the benefit of PENNDOT to pay for the expenses incurred in the implementation of such program; and

WHEREAS, PENNDOT, pursuant to Part V of the Pennsylvania Vehicle Code, P.L. 162, No. 81 of June 17, 1976, as amended from time to time, specifically 75 Pa.C.S.A. §6125, has the authority to provide for and approve the erection and maintenance of specific service signs including tourist oriented directional signs (TODS) and business logo signs on State-designated highways, including intersections with local highways, and to administer PENNDOT's programs pursuant to policy guidelines regarding such signs within the Commonwealth of Pennsylvania consistent with Federal Highway Administration guidelines; and

WHEREAS, the Commonwealth of Pennsylvania, Department of Community and Economic Development ("DCED"), pursuant to section 1709-4 of the act of May 10, 1939, known as the Commerce Law, has the power, and its duty shall be, to plan and conduct a program of information, advertising and publicity relating to the business, industrial, commercial, agricultural, educational, recreational, scenic, historic, highway and residential facilities, advantages and attractions of the Commonwealth, including any political subdivisions thereof, which may include newspaper, magazine, outdoor and radio advertising, both within and without the limits of the Commonwealth, as well as the duty to encourage and, so far as it is practicable to do so, coordinate the activities of persons, firms, associations, corporations and other organizations engaged in publicizing and promoting such facilities, advantages and attractions of the Commonwealth, or any political subdivision thereof; and

WHEREAS, the Trustees, PENNDOT and DCED wish to develop a statewide logo sign and TODS system for tourism and motorist service signing, providing information to the traveler throughout the Commonwealth of Pennsylvania pursuant to the Program(s) administered pursuant to this Trust Agreement throughout seven (7) recognized Tourism Regions in the Commonwealth of Pennsylvania and to expand upon the specific Program(s) administered by this Trust from time to time; and

WHEREAS, the Trust has been working with representatives from PENNDOT and DCED ("Task Force") to develop a statewide structure for highway signing, providing information to the traveler throughout seven (7) recognized Tourism Regions in the Commonwealth of Pennsylvania; and

WHEREAS, the Trustees have received a presentation by representatives of such Task Force, including recommendations of the Task Force involving expanded responsibilities of the Trust, including: (a) amending the Pennsylvania Logo Signing Trust to encompass not only the fulfillment of the Logo Signing Program in Pennsylvania, but also the Way finding System (a comprehensive network of integrated tourist oriented directional signing to developed and implemented in accordance with PENNDOT guidelines) in Pennsylvania, as well as other signage issues assigned to it from time to time by PENNDOT, the Trust beneficiary; (b) restructuring the Board composition of the Trust to include the current seven (7) representative segments (Gas, Food, Lodging, Camping, Attractions, Outdoor Advertising, and the Traveling Public), as well as one representative from each of two (2) state agencies (PENNDOT and DCED); and (c) developing Regional Signing Committees within the seven (7) Tourism Regions, which Regional Signing Committees will develop regional signing business plans and

assist in the marketing of signage within their respective Tourism Regions, subject to the approval of the Trust; and

WHEREAS, the subject of this Trust shall be PENNDOT logo and TODS signing Program(s) as well as other signage programs which may be designated from time to time by PENNDOT and/or DCED; and

WHEREAS, pursuant to The Administrative Code of 1929, 71 P.S. §181, PENNDOT has the authority and is empowered to devise practical solutions for cooperation and coordination of work; and

WHEREAS, PENNDOT may, at its discretion, delegate and desires to delegate certain day-to-day duties and responsibilities with respect to the erection and maintenance of logo and TODS throughout the Commonwealth of Pennsylvania; and

WHEREAS, the Trustees executing this Agreement have agreed to act as the current Trustees of the Trust.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE I

Definitions

The following words and phrases as used in this Agreement shall have the following meanings unless the context clearly indicates a different meaning:

(a) Administrator: The person, firm, or corporation appointed by the Board pursuant to Article V hereof to perform certain responsibilities in the administration of the Trust.

(b) Beneficiary: The Department of Transportation, Commonwealth of Pennsylvania ("PENNDOT").

(c) Board or Board Members: The combined number of the seven (7) Trustees plus the two (2) PENNDOT and DCED Representatives to the Trust.

(d) Guidelines: The PENNDOT Program(s) Guidelines, as adopted and amended from time to time by PENNDOT with comment, if need be, from DCED for the implementation and administration of tourism signing throughout the Commonwealth of Pennsylvania.

(e) Logo sign: A motorist service traffic control device owned by PENNDOT erected along a interstate highways or other freeways to provide directional information about essential motorist services for gas, food, lodging, camping services, and general attraction destinations, containing a business identification symbol, name, brand trademark or combination, provided by a business or attraction and attached to a specific service sign, ramp sign or trailblazer.

(f) Participant: Any business, entity or attraction which participates in a Program(s) governed by the agreement.

(g) Program(s): The PENNDOT Logo Signing Program as outlined in PENNDOT Guidelines thereon, the Pennsylvania Wayfinding TODS Program, as outlined by PENNDOT Guidelines thereon or any other Program developed by PENNDOT, with comment, if need be, from DCED related to Pennsylvania tourism signing and designated to this Trust for administration by PENNDOT and/or DCED.

(h) Regional Advisory Board: A board of advisors appointed by the Board pursuant to Article IV, Section (a)(23) hereof, to provide advice with respect to a Region's Regional Wayfinding TODS Program, to develop a regional signing business plan and to assist in the marketing of signing for its Region.

(i) Representative(s) to the Trust: A designated representative of PENNDOT and a designated representative of DCED appointed to serve on the Trust in voting capacity with an equal vote to the Trustees.

(j) Tourism Region: One of seven (7) geographic Regions of the Commonwealth of Pennsylvania, recognized by PENNDOT and/or DCED as a separate geographic area designated for the development of Regional Tourism Signing Program(s) throughout the Commonwealth of Pennsylvania.

(k) Wayfinding TODS. A highway signing system consisting of specialized tourist oriented directional signs and accessory signs used in conjunction with logo motorist service signs.

(l) Tourist oriented directional sign (TODS). A traffic control device owned by PENNDOT erected pursuant to PENNDOT policy guidelines along a rural conventional highway that provides business identification and directional information for business, services and activities.

(m) Trust: All property, monies, contract, rights, privileges and powers held by the Trustees pursuant to the provisions of this Agreement.

(n) Trustees: The Trustees herein named and any successor Trustees appointed or elected and qualified to administer the Trust.

ARTICLE II

Establishment of Trust

(a) Delegation of Authority. Pursuant to Part V of the Pennsylvania Vehicle Code, P.L. 162, No. 81 of June 17, 1976, as amended from time to time, specifically 75 Pa.C.S.A. §6125, to provide for and approve the erection and maintenance of TODS signs on State-

designated highways, including intersections with local highways, and develop policy guidelines regarding such signs within the Commonwealth of Pennsylvania, and pursuant to other statutory authority, the Commonwealth of Pennsylvania, Department of Transportation ("PENNDOT") hereby delegates certain day to day duties and responsibilities with regard to the erection and maintenance of logo and TODS signs on State-designated highways, to the Pennsylvania Tourism Signing Trust, subject to the review and approval of PENNDOT and the other terms and conditions provided herein.

(b) Creation of Trust. The Pennsylvania Tourism & Lodging Association ("Grantor"), on behalf of businesses in the Commonwealth of Pennsylvania which would qualify for the Program(s), has delivered to the Trustees upon original execution of this Agreement the sum of One Dollar (\$1.00), the receipt of which the Trustees hereby acknowledge. DCED and PENNDOT may consider from time to time providing funding to the Trust for Program(s). Said sums, together with all other monies which hereafter may be delivered to the Trustees, shall be held in trust by the Trustees for the uses and purposes herein set forth. Any contributions by the PTLA shall be irrevocable, and the PTLA and DCED shall have no rights, directly or indirectly, present, future, or residual, with respect to the Trust and its assets, other than any sums which may be due the PTLA on a fee billing basis for services rendered and expenses directly incurred by PTLA on behalf of the Program(s). Provided, however, neither PTLA nor PENNDOT shall incur any expenses (except as to materials, budgeted repairs and maintenance of signs) to be charged to the Trust without first securing the approval of the Trust for such expenditure.

(c) Name. The Trust shall be known as the "Pennsylvania Tourism Signing Trust", and the Board may hold property, enter into contracts, and in all matters act on behalf of the Trust in that name.

(d) Effective Date. The Trust hereunder created shall take effect as of the date of the execution of this Agreement, and the Amendments hereto shall take effect as of the effective dates of such Amendments.

(e) Purposes of Trust. The purposes of the Trust herein created and established are:

(1) Generally, to provide day to day administration in accordance with the applicable statutes and PENNDOT Guidelines within the Commonwealth of Pennsylvania for the various categories of Participants as established herein, which meet the minimum requirements for qualification in a Program(s), and for the benefit of the general public;

(2) To calculate and recommend, for approval by PENNDOT, the fees necessary for the administration of Program(s);

(3) To collect the fees to be paid by the Participants in the Program(s) for participation in the Program(s);

(4) To pay the expenses of the Program(s);

(5) To provide for the long-term financial viability of the Program(s) by establishing a sinking fund and investing, such funds for the maintenance and replacement of signs, as necessitated by casualty or deterioration.

(6) Subject to the review and approval of PENNDOT and recognizing that PENNDOT is a state governmental agency, to execute contracts and administer the Program(s) pursuant to the terms of this trust agreement in a fair, reasonable, non-discriminatory and equitable manner in accordance with law, governmental standards and regulations, including but not limited to Act 57 of 1998, as amended, the Commonwealth Procurement Code.

ARTICLE III

Board

(a) Administration of Trust. The administration of the Trust established under this Agreement shall be carried out by a nine (9) member Board consisting of seven (7) Trustees and two (2) Representatives to the Trust. Any action by the Board shall be taken by:

- (1) consent of a majority of the Board then in office at a properly called meeting of the Board;
- (2) unanimous written consent of the Board, without notice;
- (3) consent of a majority of the Board members then in office in a conference telephone call, duly called in the same manner as a meeting;
- (4) consent of a majority of the Board members in number, which number shall be those in attendance at a properly-called meeting of the Board, at which less than a majority of the Board was present, with the consent of a sufficient number of additional Board members to effect a quorum (majority of the Board members); such additional Board members may consent to the actions taken at the duly-called meeting through conference telephone call with the Administrator after a Trust meeting, or through written consent, after having reviewed the actions taken by the Board in attendance at the properly-called meeting of the Board;
- (5) a majority of the Board may sign on behalf of the Board, and their signatures shall bind the Trust; or
- (6) a "majority" of the Board shall equal one (1) Board member more than fifty percent (50%) of the total number of Board members.

Provided, however, that prior to the implementation of policy actions outside the scope of day to day operations and existing Guidelines taken by the Board, such actions shall be submitted to the authorized representatives of PENNDOT, as identified in writing from time to time by PENNDOT to the Administrator of the Trust, for review and approval. The term "authorized representatives of PENNDOT" shall be deemed to require notice to: PENNDOT Deputy Secretary for Highway Administration, PENNDOT Traffic Signing Section Manager; the Representative of PENNDOT serving on this Trust, or such other person as may be from time to time designated to the Trust in writing by PENNDOT.

(b) Appointment of Trustees. The seven (7) Trustees shall be divided into the following Classes. Trustees shall serve for a term(s) of office that coincide with the Trust's fiscal year. Seven (7) Trustees shall be elected by a majority vote of the Board then in office pursuant to the following procedures: Trustees initially shall be nominated by the Board of Directors of PTLA; such nominees shall be reviewed by PENNDOT, and non-binding written comments concerning the nominees may be submitted by PENNDOT to the Board. Thereafter, the Board then in office shall vote thereon.

The composition of the Trustees shall be as follows:

- (1) At least three (3) of the seven (7) Trustees at all times must be classified as representing "small business"; "small business" for the purposes of this Trust Agreement shall mean: "a for-profit corporation, partnership or proprietorship, which together with its parents, affiliates and subsidiaries, employs in the aggregate less than 500 full-time employees";
- (2) No more than three (3) Trustees shall be members of the Board of Directors of the PTLA during their tenure as Trustee;

(3) One (1) Trustee shall be a representative of the traveling public;

(4) One (1) Trustee shall be a representative of the outdoor advertising industry in Pennsylvania;

(5) Four of the following five (5) classifications of service as defined in the Guidelines must be represented at all times on the Board of Trustees:

- (a) Food
- (b) Lodging
- (c) Campgrounds
- (d) Gas
- (e) Attractions

(6) One Trustee may fill one or more of the composition requirements set forth in subparagraphs (1) through (5) above.

(7) All seven Trustees shall be segregated into two (2) classes, one class consisting of three (3) Trustees, and the other class consisting of four (4) Trustees, each class to serve for a two year term; i.e. one class of four to be elected one fiscal year, and the other class of three to be elected the following fiscal year, and alternately thereafter.

(c) Appointment of Representatives to the Board. PENNDOT and DCED shall appoint its representative to the Board by notifying the Trust in writing of such appointment, which appointment shall be effective immediately until revoked, amended or superceded by a subsequent appointment.

(d) Removal of Board Members. Except for PENNDOT and DCED Representative Board members, any Board member may be removed: (1) for not attending in person three (3) consecutive meetings of the Board, duly called by mailing notice thereof to each Board member

or by telephoning each Board member at least five (5) days prior to the proposed meeting; or (2) by the affirmative vote of a majority of the Board at any meeting of the Board duly called for that purpose, for conduct detrimental to the purposes of the Trust, for lack of sympathy with the Trust objectives, incapacity, or for refusal to render reasonable assistance in carrying out the purposes of the Trust. Any such Board member proposed to be removed shall be entitled to at least five (5) days' notice in writing by mail of the meeting at which such removal is to be voted upon and shall be entitled to appear before and be heard at such meeting. Upon the removal of a Board member, the Board shall provide for the appointment of a substitute Board member of the same Class as the removed Board member and in accordance with the procedures hereunder for the appointment of a Trustee.

(e) Resignation. A Board member may resign at any time upon delivering to the Board a written notice of his/her resignation, to take effect not less than thirty (30) days after the delivery thereof, unless such notice shall be waived by the remaining Board members. Upon the resignation of a Board member, the Board, shall provide for the appointment of a substitute Trustee or of the Board member, as appropriate, in accordance with the procedures hereunder for the appointment of a Trustee or a Representative to the Trust.

(f) Proxy. A Representative of the Trust may appoint an individual from his/her Department as proxy to act on his/her behalf during a meeting(s) of the Board; such proxy shall be appointed in writing, filed with the Administrator.

(g) Acceptance of Trust. The Board members, for themselves and their successors in trusteeship, accept the delegation of duties by PENNDOT and the Trust herein created and agree to perform their duties as Board members faithfully and in accordance with the statutes, rules and

regulations of the Commonwealth of Pennsylvania, but only upon the express terms and conditions of this Agreement, including but not limited to the following:

(1) Except as hereinafter provided, the Board members shall receive no compensation for their services to be rendered, Trustees may be reimbursed for reasonable out-of-pocket expenses (travel, parking, lodging and meals when overnight stay is required) incurred in the administration of their duties as Trustees, which expenses shall be in accordance with the travel expense policy for employees of the Commonwealth of Pennsylvania. Representatives to the Board shall receive no expense reimbursement from the Trust.

(2) Unless required otherwise by law, the Board members shall not be required to give any bond or other security for the faithful performance of their duties hereunder.

(3) Subject to the provisions of Article VI hereof, the Board members shall exercise ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder.

(4) The Board members shall be responsible solely for such assets as shall actually be received by them as Board members.

(5) In the event any tax or assessment is levied upon the Trust or any portion thereof, or upon the Board members by reason of the existence of the Trust, the Board members shall have the power to pay such tax or assessment, notwithstanding any other provisions of this Agreement, from the funds of the Trust and charge the same against the Trust.

- (6) To administer all Program(s) delegated to the Trust by PENNDOT or DCED in a manner similar to administration by those agencies.
- (g) Expenses of Trust. All costs of the administration of the Trust shall be borne by the Trust.
- (h) Records. The Board members shall maintain records of their administration of the Trust,
- (i) Information. PENNDOT, the Beneficiary, shall furnish the Board such reasonable information as may from time to time and at any time be requested by the Board for the proper and reasonable administration of the Trust. The Board shall be entitled to rely upon the correctness of such information. The Administrator of the Trust shall furnish information to any member of the Board when requested.
- (j) Accounting. The fiscal year of the Trust shall end August 31 of each calendar year. The Board members shall, within one hundred and fifty (150) days after the close of each fiscal year, render to the PTLA, DCED, and PENNDOT an accounting of the administration of the Trust for such preceding fiscal year; such accounting shall be prepared by a certified public accountant on a certified audit basis, using United States Generally Accepted Accounting Principles (GAAP) and Government Auditing Standards; the selection of such certified public accountant shall be approved in advance by PENNDOT. Written approval of the Beneficiary, PENNDOT, as to all matters stated or shown by such accounting, shall be binding upon all persons who are then or may thereafter become Participants in the Program(s), or who are then or may thereafter become interested in the Trust. Should PENNDOT, by written communication, disagree with such accounting, the Trustees may submit such issues of disagreement to an independent financial auditor, whose decision shall be final, binding, and

conclusive upon the Board, PENNDOT, all Participants, and all parties having or claiming to have any interest in the Trust. The costs of such independent financial auditor shall be an administrative expense of the Trust.

ARTICLE IV

Duties and Powers of the Board

(a) Administration of Program(s). Generally, the responsibilities and powers of the Board shall be to administer the Program(s) as defined from time to time by PENNDOT guidelines. The Board shall manage the Trust and conduct the Trust's activities exercisable subject to the consent of PENNDOT and subject to the limitations specifically set forth in this Trust Agreement. The Board's powers shall include, but shall not be limited to or by, the following:

- (1) Preparation of draft Guidelines relating to the Program(s) for review, approval and publication, if applicable, by PENNDOT;
- (2) Recommend the fees for initial and annual participation in the Program(s), subject to review and approval by PENNDOT;
- (3) To retain, following procedures consistent with Commonwealth policies and state and federal requirements, and subject to PENNDOT approval in accordance with agreed upon Guidelines, qualified engineers, to provide the necessary engineering consulting services to administer the Program(s), including but not necessarily limited to:
 - (i) initial study and feasibility; (ii) professional evaluation of eligibility criteria; (iii) construction contract preparation and letting; and (iv) construction monitoring and follow-up;

(4) To retain, following procedures consistent with Commonwealth policies and requirements and state and federal requirements and subject to PENNDOT approval, construction contractors, and in accordance with PENNDOT's approved listing of signing contractors;

(5) To retain, subject to the review and approval of PENNDOT, agents, employees, actuaries, accountants, attorneys (also subject to pre-approval by the Pennsylvania Executive Offices Governor's Office General Counsel), and liability insurers necessary for the administration of the Program(s);

(6) To prepare necessary materials and to provide services for the solicitation of Participants in the Program(s);

(7) To execute contracts, in accordance with Commonwealth policies and requirements, with the Participants and to bill and collect fees from the Participants;

(8) To pay bills received by the Trust with respect to the administration of the Program(s);

(9) To borrow funds and accept grants from various organizations for the administration of the Program(s);

(10) To purchase or otherwise acquire real or personal property, and to sell, exchange, mortgage, grant or secure an interest in, pledge, or in any manner deal with the Trust property or any part thereof or any interest therein, upon such terms and for such considerations as they deem proper;

(11) To incur indebtedness, borrow or lend (other than to PTLA) money, with or without security; execute, accept, discount, negotiate, and deal in commercial paper

and evidences of indebtedness. This provision does not pledge the full faith and credit of the Commonwealth;

(12) If requested by PENNDOT's Office of Chief Counsel, to prosecute and defend all actions and administrative hearings, affecting the Trust, and, subject to the written approval of PENNDOT, to compromise or settle any suits, claims or demands, or waive or release any rights relating to the Trust;

(13) To sell or otherwise dispose of any property, real or personal, at any time forming part of the Trust, for cash or upon credit, in such manner and on such terms and conditions as they deem fit;

(14) To vote any stocks, bonds, or other securities held in trust, to give general or specific proxies with respect to such securities, and to exercise any privileges or rights incident to the holding of such securities;

(15) To register any investment held in trust in the name of the Trust, or in the name of the Board or in the name of nominees, and to hold any investment in bearer form; provided, however, that the records of the Trust shall thereupon show that all such investments are part of the Trust;

(16) To execute or require the execution of any document of transfer, receipt, or waiver, or any other document which in the Board's discretion is necessary for the proper administration of the Trust;

(17) To establish such bank accounts as may from time to time be determined to be necessary in conjunction with the administration of the Trust;

(18) To adopt internal operating procedures as may from time to time be necessary for the proper administration of the Trust;

(19) To appoint a Chairperson of the Board who shall be a Trustee or Representative of PENNDOT or DCED. The Chairperson shall preside at all meetings of the Trust and shall perform all duties ordinarily indicative to the office of Chairperson;

(20) To appoint one or more Vice Chairpersons of the Board who shall be a Trustee or Representative of PENNDOT or DCED and who shall serve in the absence of the Chairperson or in the event of the Chairperson's inability or refusal to act, and when so acting, shall have all the powers and be subject to all of the restrictions upon the Chairperson. He/she shall also perform such other duties as from time to time may be assigned to him by the Chairperson or the Board;

(21) To appoint a Secretary of the Trust who need not be a Board member. The Secretary should: keep the minutes of the Trust in one or more books provided for that purpose; act as custodian of the records of the Trust; and in general perform all duties incident to the office of the Secretary or as may be assigned from time to time to the Secretary by the Chairman or the Trustees;

(22) To appoint a Financial Trustee or Treasurer who shall be a Trustee and shall have charge and custody of and be responsible for all funds and securities of the Trust; receive and give receipts for monies due and payable to the Trust from any source whatsoever; and deposit all such monies in the name of the Trust and such depository institution shall be selected by the Board, and in general will perform all duties incident to the office of Treasurer or such other duties that from time to time may be assigned to him/her by the Chairperson or by the Board;

(23) To appoint seven (7) Regional Advisory Boards for Wayfinding TODS, and to develop guidelines with respect to the administration of such Regional Advisory

Boards, subject to the written approval of PENNDOT and DCED. Such Regional Advisory Boards shall be of an advisory nature only and shall have no policy or decision-making authority. All actions of Regional Advisory Boards must be ratified by the Board of this Pennsylvania Tourism Signing Trust. Each Regional Advisory Board shall consist of nine (9) members comprised of the following classifications: a representative of the tourist promotion agency or convention and visitors bureau which covers the largest geographic territory within the Region; a representative appointed by PENNDOT; a representative appointed by DCED; and six (6) members, who shall be private sector (non-government agency) representatives of the tourism industry within the Region; each of the following classifications of service shall be represented by a member: (a) historical/ architectural; (b) transportation related; (c) cultural/industrial; (d) recreational; (e) commercial attractions; and (f) tourist services. The PENNDOT and DCED Representatives to the Trust shall coordinate the activities of Regional Advisory Boards and shall report on their behalf to the Pennsylvania Tourism Signing Trust. The PENNDOT and DCED Representatives to the Trust shall represent the Regional Advisory Boards on the Board of the Pennsylvania Tourism Signing Trust and shall, as necessary, act as Chairperson of a Council of the seven (7) Regional Advisory Board Chairpersons. Participation in the Wayfinding TODS program will be optional with the local Regions if approved by the Board. However, it is the stated policy of the Trust, PENNDOT, and DCED to encourage the operation and administration of Regional Signing and Services programs within the Commonwealth of Pennsylvania through the Program(s) administered by this Trust rather than developing separate programs within the various Regions. The advantages of a state-wide Trust include:

- (A) Product consistency;
- (B) Centralized administration, contracting, maintenance, engineering and professional services; and
- (C) It is more efficient for PENNDOT and DCED to work through one entity.

(24) To appoint the Pennsylvania Logo Signing Advisory Committee, consisting of the Trustees and the PENNDOT representative to the Trust, which committee shall be of advisory nature only, and it shall have no policy or decision making authority. All actions of the Pennsylvania Logo Signing Advisory Committee must be ratified by the Board of this Pennsylvania Tourism Signing Trust. The Trust Board and the Pennsylvania Logo Signing Advisory Committee may meet at the same time, in the discretion of the Trustees.

(b) Use of Trust. Any and all fees, interest income, and other receipts, including same obtained or realized from or by reason of the investments of the Trust, shall be added to and become a part of the Trust, and shall be held, used and administered by the Board for the purposes of such Trust in accordance with the terms and conditions of this Agreement.

Upon receipt of fees or any other monetary sums added to the Trust, irrespective of the source thereof, the Trustees shall deposit same in a reputable financial institution authorized to do business within the Commonwealth of Pennsylvania. The Board shall make such investments of any such property held in the Trust in such bonds, stocks, securities, accounts, or negotiable instruments as may be reasonably prudent.

The Trust shall be held by the Board for the stated purposes thereof as herein provided, and shall be used by the Trustees for any one or more of the following purposes:

(1) To pay the expenses of the administration of the Program(s) on behalf of the Beneficiary, PENNDOT;

(2) To increase the funds held within the Trust so as to provide for the future repair and maintenance of LOGO, TODS and other Wayfinding signage administered by the Trust as may be necessary by reason of casualty or deterioration.

ARTICLE V

The Administrator

(a) Appointment and Duties of the Administrator. The Board shall select, in cooperation with and subject to approval of PENNDOT, such person, firm or corporation to be the Administrator of this Trust. The Administrator shall have such responsibilities as may be determined by the Board, which responsibilities may include the following and such others as may be agreeable to the Trustees and PENNDOT and DCED Representatives:

1. The solicitation, marketing and qualification for participation in the Program(s);
2. Billing and collection of accounts;
3. Promotion of the Program(s);
4. Retention of Engineering Consultants;
5. Retention of construction contractors;
6. General administration of the Program(s);
7. Performance of any and all functions incident to acting as the delegate of the Board as hereinafter provided.

(b) Delegation of Duties by the Board/Trustees. The Board, subject to the approval of PENNDOT, may retain, employ and pay agents, employees, accountants, actuaries, counsel,

including but not limited to legal counsel (also subject to pre-approval by the Pennsylvania Executive Offices Governor's Office of General Counsel) and investment counsel or advisors, brokers, banks, custodians, and other agents, for advice and other professional services, and to delegate to them, in writing, such duties, rights and powers as the Board may determine, for such time periods as they deem necessary. If such delegation is made, the directions, instructions, judgments or other actions made or taken by the delegate shall be considered to have come directly from the Board, and anyone acting pursuant thereto may rely thereon as if same had been made or taken by the Board.

ARTICLE VI

Limitation of Liability of Grantor, Trustees and, Administrator

(a) Neither the Trust, its Grantor (PTLA), PENNDOT, nor the Board, officers, employees, agents and Administrator of the Trust shall have any responsibility or liability to any Participant, other than to perform their respective duties hereunder in good faith, and in the manner and limits herein provided.

(b) Indemnification of Trustees, Officers, Employees, Administrator and Agents.

The Trust shall indemnify any Trustee, officer, employee, Administrator and/or agent (and who is not employed by the Commonwealth in any capacity), or any former officer, Trustee, employee, Administrator and/or agent, who is a party to, or is threatened to be made a party to, or who is called to be a witness in connection with, any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Trust) by reason of the fact that such person is or was a Trustee, officer, employee, Administrator and/or agent of the Trust, or is or was serving at

the request of the Trust as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including reasonable attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, action or proceeding, all in accordance with the "Statement of Policy of Office of General Counsel regarding Defense of Suits", 4 Pa. Code §39.11 et seq. ("Statement of Policy"), as modified from time to time. Provided, however, where such Statement of Policy refers to the Office of General Counsel, the Office of PENNDOT Chief Counsel shall be substitute therefore, and references to an agency throughout such Statement of Policy may refer to the Trust. The procedures set forth in such Statement of Policy are to be guidelines with respect to the indemnification provisions set forth herein and subject to a reasonable, good faith application to an entity that is not a state agency. The parties acknowledge that it is not the intent of this subsection or of the Trust Agreement as a whole, to establish the Trust as a Commonwealth government agency of any nature, but rather, it is an independent, private organization.

(c) The Trust may create a fund of any nature, which may, but need not be under the control of a Trustee, or otherwise secure or insure in any manner its indemnification obligations arising under this Article.

(d) The Trust shall have the power to purchase and maintain insurance on behalf of any person who is or was a Trustee, officer, employee, Administrator and/or agent of the Trust, or is or was serving at the request of the Trust as an officer and/or employee of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and by him in any such capacity, or arising out of his status as such, whether or not the Trust would have the power to indemnify him against such liability under the provisions of

this Article. Provided, however, the language of this subparagraph shall not be construed to shift any obligation of the Trust to PENNDOT as the beneficiary in the event that Trust assets, including insurance coverage, are exhausted.

(e) The indemnification provisions of this Article VI do not apply to the Representatives to the Trust or any other person who is employed by the Commonwealth of Pennsylvania. In such case, they shall be indemnified in accordance with the policies and procedures of the Commonwealth of Pennsylvania for its employees.

ARTICLE VII

Miscellaneous

- (a) Amendments. The provisions of this Agreement may be amended to any extent and at any time by the agreement of six (6) Trustees, with the consent of the PENNDOT; any amendments must be in writing and executed by all seven (7) Trustees and the PENNDOT representative.
- (b) Termination. This Trust may be terminated at any time upon the following:
- (i) Mutual agreement by a majority of the Trustees and the PENNDOT representative;
 - (ii) By PENNDOT, with or without cause, upon thirty (30) days prior written notice.
- (c) In the event that the Trust is terminated, the Trustees shall apply the Trust funds then remaining as follows:
- (i) To the payment of the Trust's costs, expenses, and debts to the extent allowable by the provisions of this Agreement;
 - (ii) To the fulfillment of a program acceptable to PENNDOT which is reasonably similar to the purposes of this Trust.
- (d) The Trust shall be administered so as not to violate the rule against perpetuities.
- (e) Rights in the Trust. Legal title to the Trust shall be exclusively vested in the Trustees. Neither the Trust, nor any interest therein, shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge by any beneficiary of this Trust, except as hereinafter provided, and any attempt to make it so subject shall be void. No person or

entity shall have the right to receive any portion of the Trust other than as provided in this Trust Agreement.

(f) Continuation of Trust. In the event of the insolvency or termination of the existence of PENNDOT, such entity as assumes the responsibility for the majority of the functions currently assigned to PENNDOT shall become the substitute beneficiary and be bound by the provisions of this Trust Agreement.

(g) Meetings. Meetings of the Board and meetings between the Trustees and PENNDOT may be called from time to time, at such times as the Chairperson considers advisable. Notice of every meeting, specifying the time, place and the purposes, shall be sent by mail, or by telephone contact, at least five (5) days prior to the holding of the meeting. A majority of the Board may require the Chairperson to call a meeting. A quorum of a meeting or conference telephone call of Board shall be a majority of the Board then in office, either in person or through written Proxy as allowed under the Trust Agreement.

(h) Exculpation. No Trustee shall in any manner be liable for the act or acts of any other Trustee. Except in the case of fraud, willful or wanton misconduct, or gross negligence, the Trustees shall not be liable, either in their fiduciary capacities or individually, jointly or severally, for any diminution in value or loss of property, for any act taken or omitted, or for any error or mistake in judgment.

(i) Captions. The captions of the various Articles and paragraphs of this Agreement are inserted solely for the convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof.

(j) Situs of Trust. This Agreement is being created and accepted by all parties within the Commonwealth of Pennsylvania, and all questions pertaining to its validity, interpretation,

construction, administration and enforcement shall be determined in accordance with the laws of such jurisdiction.

(k) Exhibits. The following Exhibits are attached to this Agreement and deemed an integral part hereof:

- A.— Contractor Integrity Provisions
- B.— Americans with Disabilities Act Requirements
- C.— Non-Discriminatory Policies of the Commonwealth
- D.— Sexual Harassment Policies of the Commonwealth

These Exhibits may be modified from time to time upon the agreement of the Trustees and PENNDOT.

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound hereby, have hereunto affixed their hands and seals on the day and year first above written.

ATTEST:

Sponsor/Grantor:
PENNSYLVANIA
TOURISM & LODGING ASSOCIATION

Loisrael Maybelle

By Barry Wickes
Barry Wickes, President

WITNESS:

Current Trustees:

Loisrael Maybelle

David Carbaugh
David Carbaugh

Loisrael Maybelle

Mike LaCesa
Mike LaCesa

Loisrael Maybelle

Ted Leonard
Ted Leonard

Celene Ashm

Robert McColl
Robert McColl

Loisrael Maybelle

George Merovich
George Merovich

Loisrael Maybelle

Mark Morath
Mark Morath

Loisrael Maybelle

Patrice Mitterhouse
Patrice Mitterhouse

DO NOT WRITE BELOW THIS LINE -- FOR COMMONWEALTH USE ONLY

Beneficiary:
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY [Signature] 7/3/07
Deputy Secretary Date

APPROVED AS TO LEGALITY
AND FORM

BY [Signature] 7/3/07
for Chief Counsel Date

FUNDS COMMITMENT DOC. NO. _____
CERTIFIED FUNDS AVAILABLE UNDER _____
SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT _____

NONENCUMBERED

BY [Signature] 7/16/07
Deputy General Counsel Date

BY [Signature] 7/9/07
for Comptroller Date

BY [Signature] 7/31/07
Deputy Attorney General Date

December 20, 1991

CONTRACTOR INTEGRITY PROVISIONS

1. For purposes of this clause only, the words "confidential information," "consent," "contractor," "financial interest," and "gratuity" shall have the following definitions.
 - a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - b. **Consent** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - c. **Contractor** means the individual or entity that has entered into the Contract with the Commonwealth, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
 - d. **Financial interest** means:
 - 1) Ownership of more than a five percent interest in any business; or
 - 2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - e. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The Contractor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The Contractor shall not disclose to others any confidential information gained by virtue of the Contract.
4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
7. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
9. The Contractor, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refers to or concern the Contract. Such information shall be retained by the Contractor for a period of three years beyond the termination of the Contract unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

EXHIBIT "A"

January 16, 2001

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq.*, The Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under *Title II of The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT B

**FEDERAL NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY CLAUSES
(All Federal Aid Contracts)* (1-76)**

1. **Selection of Labor:** During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
2. **Employment Practices:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractors commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
3. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department or enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

*Not to be used if otherwise included in Construction or Appalachian Contract Provisions.

Exhibit "C"

June 30, 1999

COMMONWEALTH NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.

5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provision will be binding upon each subcontractor.

7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

Exhibit **D**

Agreement No.: 200706191A

Trust FID No.: 23-6797676

**FIRST AMENDMENT TO RESTATED AND AMENDED
PENNSYLVANIA TOURISM SIGNING TRUST**

THIS FIRST AMENDMENT TO THE RESTATED AND AMENDED PENNSYLVANIA TOURISM SIGNING TRUST (this "Amendment"), made this 18th day of August, 2009 by and among DAVID CARBAUGH, MICHAEL LaCESA, TED LEONARD, CARL CREWS, ANNIE URBAN, GEORGE MEROVICH, MARK MORATH, in their capacity as Trustees (collectively, the "Trustees"), amends that certain Restated and Amended Pennsylvania Tourism Signing Trust dated July 31, 2007 by and among the Pennsylvania Tourism & Lodging Association, as Grantor, and the Trustees (the "Restated and Amended Trust").

RECITALS

WHEREAS, the Pennsylvania Tourism and Lodging Association, as Grantor, and the Trustees entered into the Restated and Amended Trust on July 31, 2007;

WHEREAS, Article VII of the Restated and Amended Trust provides that it can be amended at any time by the agreement of six (6) Trustees, with the consent of PENNDOT; and

WHEREAS, pursuant to Article VII, the Trustees now desire to modify Articles III and VI of the Restated and Amended Trust.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and agreements set forth in this Amendment, and intending to be bound hereby, the Trustees hereby amend the Restated and Amended Trust as follows:

1. Subsection (b) of Article III is hereby deleted and replaced with the following:

"(b) Appointment of Trustees. The seven (7) Trustees shall be divided into the following Classes. Trustees shall serve for a term(s) of office that coincides with the Trust's fiscal year and shall be elected annually by the majority vote of the Board of Trustees then in office. Prior to the election of the Trustees, the candidates shall be reviewed by PENNDOT and non-binding written comments concerning the candidates may be submitted by PENNDOT to the Board of Trustees.

The composition of the Trustees shall be as follows:

- (1) At least three (3) of the seven (7) Trustees at all times must be classified as representing "small business"; "small business" for the purposes of this Trust Agreement shall mean: "a for-profit corporation, partnership or proprietorship, which together with its parents, affiliates and subsidiaries, employs in the aggregate less than 500 full-time employees";

- (2) No more than three (3) Trustees shall be members of the Board of Directors of the Pennsylvania Tourism & Lodging Association during their tenure as Trustee;
- (3) One (1) Trustee shall be a representative of the traveling public;
- (4) One (1) Trustee shall be a representative of the outdoor advertising industry in Pennsylvania;
- (5) Four of the following five (5) classifications of service as defined in the Guidelines must be represented at all times on the Board of Trustees:
 - (a) Food
 - (b) Lodging
 - (c) Campgrounds
 - (d) Gas
 - (e) Attractions
- (6) One Trustee may fill one or more of the composition requirements set forth in subparagraphs (1) through (5) above.
- (7) All seven Trustees shall be segregated into two (2) classes, one class consisting of three (3) Trustees, and the other class consisting of four (4) Trustees, each class to serve for a two year term; i.e. one class of four to be elected one fiscal year, and the other class of three to be elected the following fiscal year, and alternatively thereafter.

2. At the end of Article VI, a new subsection shall be inserted and designated as Article VI(f) and shall read as follows:

“Notwithstanding anything to the contrary contained in this Trust document, no current or former Trustee, in any event, as the result of any action, omission, or occurrence of any nature, related in any way to the Trust or its activities, shall have any liability, whether under this Trust Agreement or otherwise, to anyone whatsoever for any monetary, consequential, special, or indirect damages of any nature, including without limitation for any loss of revenue, loss of profits, damage to reputation or any other indirect damages now or hereafter occurring.”

3. In all other respects, the Restated and Amended Trust is hereby ratified and confirmed.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Trustees have executed this Amendment on the date first written above.

WITNESS:

TRUSTEES:

c. Mark Alexander

David A. Carbaugh
DAVID CARBAUGH

c. Mark Alexander

Michael Lacesa
MICHAEL LACESA

c. Mark Alexander

Ted Leonard
TED LEONARD

c. Mark Alexander

Carl Crews
CARL CREWS

c. Mark Alexander

Annie Urban
ANNIE URBAN

c. Mark Alexander

George Merovich
GEORGE MEROVICH

c. Mark Alexander

Mark Morath
MARK MORATH

[signature page continues]

WITNESS:


C. Mark Alexander

C. Mark Alexander


WITNESS:

C. Mark Alexander

GOVERNMENT REPRESENTATIVES:



SUZANNE ITZKO, PENNDOT
Representative to the Trust



J. MICKEY ROWLEY, D.C.E.D.
Representative to the Trust

APPROVED:

BY: 

SUZANNE ITZKO, Deputy Secretary
for Administration
Pennsylvania Department of Transportation

Preliminary Approval:

BY W.J. Celi 6/28/09
Assistant Counsel Date
ch. 2

APPROVED AS TO FORM AND LEGALITY

BY W.J. Celi 7/8/09
Assistant Chief Counsel Date

BY DeCaro 8.4.09
Deputy General Counsel Date

BY Amoroso 8/10/09
Deputy Attorney General Date

CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____
SAP COST CENTER _____
GL. ACCOUNT _____
AMOUNT MA _____

BY Jack Zottlemayer 7/28/09
for Comptroller Date

RECEIVED
Office of the Attorney General
Legal Review

Agreement No.: 200706191B
Trust FID No.: 23-6797676

**SECOND AMENDMENT TO RESTATED AND AMENDED
PENNSYLVANIA TOURISM SIGNING TRUST**

THIS SECOND AMENDMENT TO THE RESTATED AND AMENDED PENNSYLVANIA TOURISM SIGNING TRUST (this "Amendment"), made this 23rd day of July, 2009 by and among DAVID CARBAUGH, MICHAEL LaCESA, TED LEONARD, CARL CREWS, ANNIE URBAN, GEORGE MEROVICH, MARK MORATH, in their capacity as Trustees (collectively, the "Trustees"), amends that certain Restated and Amended Pennsylvania Tourism Signing Trust dated July 31, 2007 by and among the Pennsylvania Tourism & Lodging Association, as Grantor, and the Trustees, as the same has previously been amended by the First Amendment thereto dated August 18, 2009 (the "Restated and Amended Trust").

RECITALS

WHEREAS, the Pennsylvania Tourism and Lodging Association, as Grantor, and the Trustees originally entered into the Restated and Amended Trust on July 31, 2007, which was amended by First Amendment on August 18, 2009;

WHEREAS, Article VII of the Restated and Amended Trust provides that it can be amended at any time by the agreement of six (6) Trustees, with the consent of PENNDOT; and

WHEREAS, pursuant to Article VII, the Trustees now desire to modify Article IV of the Restated and Amended Trust to contain a policy with respect to conflicts of interest that may arise as to Trustees of the Trust from time to time, which is intended to be consistent with the best interests of the Trust and to comply with applicable statutory and regulatory law.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and agreements set forth in this Amendment, and intending to be bound hereby, the Trustees hereby amend the Restated and Amended Trust as follows:

1. At the end of Article IV, a new subsection shall be inserted and designated as Article IV(c) and shall read as follows:

"(c) Conflict of Interest Policy. All Trustees shall comply with the following conflict of interest policy, the purpose of which is to protect the interests of the Trust when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Trustee. This policy is intended to supplement but not replace any applicable

state laws governing conflicts of interest, which, to the extent that they conflict with the provisions of this Trust, or require further or additional actions than those required hereby, shall be construed to supersede the provisions hereof and shall be applied to the fullest extent possible.

- (1) In General. Each Trustee shall, in the course of his or her duties on behalf of the Trust, act with strict loyalty and fidelity to the best interests of the Trust, exercise the utmost good faith in all matters and transactions involving the Trust, and adhere to the highest ethical standards of fiduciary duty as a Trustee. Each Trustee shall endeavor to avoid, to the best of his or her ability, any situation which may result in a compromise of his or her duty to the Trust.
- (2) What Constitutes a Conflict of Interest. The following shall constitute a conflict of interest ("Conflict of Interest"): (i) the use by a Trustee of the authority of his or her position as Trustee for the pecuniary benefit of the Trustee, a member of the Trustee's immediate family, or a business in which the Trustee or a member of the Trustee's immediate family is a director, officer, owner, employee or has a financial interest; (ii) the use by a Trustee of any confidential information received by virtue of his or her position for the pecuniary benefit of such Trustee, a member of the Trustee's immediate family, or a business in which the Trustee or a member of the Trustee's immediate family is a director, officer, owner, employee or has a financial interest. For purposes of this subsection (c), the term "immediate family" shall mean the Trustee's parent, spouse, child, brother or sister; the term "financial interest" shall mean any financial interest in a legal entity engaged in business for profit which comprises more than five percent of the equity of the business or more than five percent of the assets of the economic interest in indebtedness.
- (3) Duty to Disclose. In connection with any transaction or arrangement that may result in an actual or potential Conflict of Interest, a Trustee must disclose the existence of such Conflict of Interest and be given an opportunity to disclose all material facts to all of the Board Members and PENNDOT.
- (4) Determining Whether a Conflict of Interest Exists. After the disclosure of the potential Conflict of Interest, together with all material facts, and after a discussion with the interested Trustee, it shall be the obligation of the Board Members, without the participation of the interested Trustee and outside such Trustee's presence, in consultation with PENNDOT to make a determination whether a Conflict of Interest exists.
- (5) Minutes. The minutes of the Board meeting shall include the name of the Trustee who disclosed an actual or potential Conflict of Interest or was

otherwise found to have a Conflict of Interest, the nature of the Conflict of Interest, and whether the Board determined that there was an actual or potential Conflict of Interest. In addition, the minutes shall identify those Board Members who were present for discussions and votes relating to the matter being voted on, shall summarize the contents of those discussions, and shall record the vote.

- (6) If the Board Members Determine that Actual or Potential Conflict Exists in Connection with a Transaction or Arrangement. If the Board Members determine that an actual or potential Conflict of Interest exists in connection with a contemplated transaction or arrangement, then the interested Trustee must not take part in any discussion, decision, vote or other action by the Board involving such transaction or arrangement in which such Trustee has a Conflict of Interest.
- (7) Voting on Matters Involving a Conflict of Interest. If a Trustee is called upon to vote on a matter that would result in a Conflict of Interest, the Trustee shall abstain from voting. Prior to the vote being taken, the Trustee must disclose the nature of the Conflict of Interest to the Board and the person responsible for recording the minutes of the meeting shall note any abstentions and the reason stated therefore. Notwithstanding the foregoing, whenever the Board would be unable to take any action on a matter before it because the number of Board Members required to abstain from voting due to a Conflict of Interest makes the majority or other legally required vote of approval unattainable, then such Trustee(s) shall be permitted to vote if disclosures are made as otherwise provided in this subsection (c)(7).
- (8) Conflict of Interest in Contracts. No Trustee or the spouse or child of a Trustee or business in which the Trustee, the Trustee's spouse or child is a director, officer, owner, employee or has a financial interest shall enter into a contract valued at \$500 or more with the Trust or any subcontract valued at \$500 or more with any person or entity that has been awarded a contract with the Trust, unless the contract has been awarded through an open and public process, including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such case, the Trustee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.
- (9) Recommendation of a Contract. No Trustee shall recommend the making of a contract or a course of action which contemplates the making of a contract if doing so would result in a Conflict of Interest.
- (10) Violation of this Policy. It shall be a violation of this policy for a Trustee to have a Conflict of Interest. If a Board Member has reasonable cause to

believe that a Trustee has failed to disclose an actual or potential Conflict of Interest to the full Board, he or she shall inform the Board of the basis for such belief and afford such Trustee an opportunity to explain the alleged failure to disclose. If, after hearing the response of the Trustee and making such further investigation as may be warranted under the circumstances, the Board determines that the Trustee has in fact failed to disclose an actual or possible Conflict of Interest, the Board may take appropriate corrective and/or disciplinary action, including, but not limited to, the removal of such Trustee from office.

- (11) Accepting Improper Influence. It shall also be a violation of this policy for a Trustee to solicit or accept anything of monetary value, including a gift, loan, political contribution, reward or promise of future employment, based on any understanding that the vote, official action or judgment of the Trustee would be influenced thereby.

2. In all other respects, the Restated and Amended Pennsylvania Tourism Signing Trust and the First Amendment thereto are hereby ratified and confirmed.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Trustees have executed this Amendment on the date first written above.

WITNESS:

Loisrae Traybill
Loisrae Traybill
Loisrae Traybill
Loisrae Traybill

TRUSTEES:

David Carbaugh
DAVID CARBAUGH
Michael A. Lacesa
MICHAEL LACESA
Ted Leonard
TED LEONARD
Carl Crews
CARL CREWS

[signature page continues]

Isisrae Daybill

Isisrae Daybill

Isisrae Daybill

Annie Urban
ANNIE URBAN

George Mero
GEORGE MEROVICH

Mark Morath
MARK MORATH

WITNESS:

Isisrae Daybill

Isisrae Daybill

GOVERNMENT REPRESENTATIVES:

Suzanne Itzko
SUZANNE ITZKO, PENNDOT
Representative to the Trust

J. Mickey Rowley
J. MICKEY ROWLEY, D.C.E.D.
Representative to the Trust

WITNESS:

Isisrae Daybill

APPROVED:

BY: Suzanne Itzko
SUZANNE ITZKO, Deputy Secretary
for Administration
Pennsylvania Department of Transportation

Preliminary Approval:

BY [Signature] 9/24/09
Assistant Counsel Date

APPROVED AS TO FORM AND LEGALITY

BY [Signature] 9/24/09
Assistant Chief Counsel Date

BY [Signature] 10.15.09
Deputy General Counsel Date

BY [Signature] 10/26/09
Deputy Attorney General Date

CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. _____

SAP COST CENTER _____

GL. ACCOUNT _____

AMOUNT non encumbered _____

BY [Signature] 10/6/09
for Comptroller Date