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August 1, 2014

Wells Fargo Municipal Capital Strategies, LLC  
c/o Wells Fargo Bank, National Association  
123 South Broad Street, PA4374  
Philadelphia, PA 19109

Manufacturers and Traders Trust Company  
213 Market Street  
Harrisburg, PA 17101

Stevens & Lee, P.C.  
51 South Duke Street  
Lancaster, PA 17608-1594

Wells Fargo Bank, N.A.  
45 Fremont Street, 30<sup>th</sup> Floor  
San Francisco, CA 94105

RE: Lancaster County Convention Center Authority  
\$62,595,000.00 Hotel Room Rental Tax Revenue Bonds  
Series of 2014

Ladies and Gentlemen:

We have served as solicitor to the Lancaster County Convention Center Authority, a body politic and corporate organized and existing under the laws of the Commonwealth of Pennsylvania (the "Authority") continuously since 2007, in connection with the issuance by the Authority of the above-captioned Bonds.

The Bonds are being issued by the Authority under the provisions of a Trust Indenture dated August 1, 2014 (the "Indenture"), between the Authority and the Trustee, to finance costs of a project (the "Project") consisting of the current refunding of the Authority's Amended and Restated Hotel Room Rental Tax Revenue Bonds Series of 2003 (the "2003 Bonds") and the Authority's Amended and Restated Hotel Room Rental Tax Revenue Bond Series of 2007 (the "2007 Bonds"). Terms used herein that are not defined herein shall have the meanings given to them in the Indenture.

The Bonds are being purchased on this date by Wells Fargo Municipal Capital Strategies, LLC (the "Purchaser") pursuant to the terms and conditions of a Continuing Covenant Agreement dated August 1, 2014 (the "Continuing Covenant Agreement"), between the Authority and the Purchaser.

The Board of the Authority has approved the financing of the Project through the issuance of the Bonds by a resolution adopted on June 6, 2014 (the "Resolution").

In connection with the issuance of the Bonds, the Authority has entered into (i) a Guaranteed Debt Service Reserve Fund Replenishment Note dated the date hereof (the "Note"); (ii) a Guaranty Agreement, dated as of August 1, 2014 (the "Guaranty Agreement") with the County of Lancaster, Pennsylvania (the "County"), as guarantor, and the Trustee; and (iii) a Reimbursement Agreement, dated as of August 1, 2014 (the "Reimbursement Agreement") with the County. The Authority has also entered into a Collaboration Agreement dated as of July 1, 2014 (the "Collaboration Agreement"), among the Authority, the County, the City of Lancaster, Lancaster County, Pennsylvania, the Redevelopment Authority of the City of Lancaster, the Lancaster City Revitalization and Improvement Zone Authority and the Pennsylvania Dutch Convention and Visitors Bureau.

The Authority previously entered into interest rate swaps pursuant to an ISDA Master Agreement and a Schedule thereto dated as of March 28, 2007, each as amended and restated by the ISDA Master Agreement and Schedule thereto dated as of September 28, 2011 (the "Master Agreement") together with two Amended and Restated Confirmations pertaining to variable to fixed rate swaps related to each of its 2003 Bonds and its 2007 Bonds, dated September 28, 2011 (collectively, the "Original Swap Agreements"), between the Authority and Wells Fargo Bank, National Association (the "Swap Counterparty"). On the date hereof, the Authority and the Swap Counterparty are executing a First Amendment dated as of August 1, 2014 to the Master Agreement (the "Amendment") with respect to each of the Original Swap Agreements.

The Resolution, the Bonds, the Indenture, the Continuing Covenant Agreement, the Note, the Guaranty Agreement, the Reimbursement Agreement, the Collaboration Agreement, the Amendment, the Original Swap Agreements and the other documents, certificates, agreements and instruments delivered by, or on behalf of, the Authority at the closing held this day are collectively referred to herein as the "Financing Documents."

As counsel for the Authority, we have, with your permission, limited our review to a review of copies of the Financing Documents and the following:

- (a) A copy of the Articles of Incorporation of the Authority, certified as true, correct, complete and currently in effect on the date hereof by the Secretary of the Authority;
- (b) A copy of the Bylaws of the Authority, certified as true, correct, complete and currently in effect on the date hereof by the Secretary of the Authority;
- (c) A Subsistence Certificate dated July 23, 2014 issued by the Secretary of the Commonwealth of Pennsylvania, with respect to the Authority;
- (d) A certified copy of the Resolution pursuant to which the Authority has been authorized by its Board to execute and deliver, and perform its obligations under the Financing Documents and to complete the transactions described therein (collectively, the "Transactions"); and

(e) A General Certificate of the Authority and all exhibits thereto dated as of the date hereof, containing representations and certifications as to the matters described therein.

The foregoing items described in subparagraphs (a) through (e) above, are herein referred to collectively as the "Corporate Documents."

You have requested that we deliver our opinion with respect to the following matters pursuant to the requirements of the Indenture and the Continuing Covenant Agreement. Therefore, based upon our review of the Financing Documents and the Corporate Documents, and subject to the qualifications, limitations, assumptions, and exceptions herein described, it is our opinion, as of the date hereof, that:

1. The Authority is a body politic and corporate duly organized, validly existing and subsisting under the laws of the Commonwealth of Pennsylvania. The Authority has the requisite corporate power and authority to enter into and perform its obligations under the Financing Documents.

2. The execution, delivery and performance of the Financing Documents by the Authority has been duly authorized by all requisite corporate action, and will not violate the Articles of Incorporation or Bylaws of the Authority and, to the best of our knowledge, will not constitute, on the part of the Authority, a material breach of any agreement, indenture, mortgage, deed of trust, lease or any instrument to which the Authority is a party or by which it or any of its properties are or may be bound.

3. The Financing Documents have been duly executed and delivered and constitute the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms.

4. No consent, approval or authorization from or filing or registration with any federal, state or local governmental or regulatory authority is required of or by the Authority in connection with the execution and delivery of the Financing Documents which has not been obtained or made on or before the date hereof. The execution and delivery by the Authority of the Financing Documents do not, and the performance by the Authority of its obligations thereunder will not, result in a violation of any applicable statute of Pennsylvania or the United States, or any rule or regulation thereunder.

5. There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of our knowledge, threatened against or affecting the Authority or to which the Authority is or may be a party or of which property of the Authority is or may be subject, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition of the Authority, the validity or enforceability of the Bonds or the Financing Documents to which the Authority is a party, the titles of the officers of the Authority to their respective offices; or would in any way contest the corporate existence or powers of the Authority.

The opinions expressed herein are subject in all respects to the following qualifications, limitations, assumptions and exceptions:

A. In the course of our review, we have assumed (a) the due authorization, execution, and delivery of all documents by all parties and the validity and binding effect thereof (other than the authorization and the execution and delivery of such documents by the Authority and the validity and binding effect thereof on the Authority), (b) the genuineness of all signatures and the legal capacity of natural persons (other than the Authority), (c) the authenticity of all documents submitted to us as originals, (d) the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of such copies, (e) that the parties to the documents will enforce their rights and remedies in a commercially reasonable manner and in good faith, and (f) that the consideration bargained for in exchange for any promise is given.

B. We have also assumed that the representations and warranties of the Authority set forth in the Financing Documents are true and correct insofar as such representations and warranties relate to matters of fact and that all records and other information made available to us by the Authority, and upon which we relied, are complete and accurate in all respects. In addition, in reviewing documents executed by entities or persons other than the Authority, we have assumed that each of such other entities or persons had the power to enter into and perform all of its respective obligations under such documents, and have also assumed the due execution and delivery of those documents by each such entity or person, and the enforceability of such documents against such other entities or persons.

C. We have relied upon certificates of public officials with respect to certain of the Corporate Documents with respect to the accuracy of the factual matters contained therein, which we have not independently verified.

D. We express no opinion with respect to the validity, binding nature or enforceability of the Financing Documents as such validity, binding nature or enforceability may be limited by: (a) the enforceability of any provision of the Financing Documents (i) relating to indemnification, contribution or exculpation in connection with violation of any law or public policy, or in connection with willful, reckless or criminal acts or gross negligence of the indemnified or exculpated party or the party receiving contribution, (ii) that purports to create a trust or other fiduciary relationship, (iii) specifying that provisions thereof may be waived only in writing, to the extent that an oral agreement or an implied agreement by trade practice or course of conduct has been created and modifies any provision of such Financing Documents, or (iv) asserting that certain rights or obligations are absolute or unconditional; (b) the availability or unavailability of equitable remedies including, but not limited to, specific performance and injunctive relief; (c) the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer or other similar laws or equitable principles generally affecting creditors' rights or remedies; (d) the effect of certain laws and judicial decisions limiting on constitutional or public policy grounds: (i) the remedy of confession of judgment, self-help or similar rights and remedies contained in the Financing Documents; (ii) the provisions set forth in the Financing Documents purporting to waive rights of jury trial or other rights of due process and legal procedure; (iii) rights of indemnification and contribution; and (iv) the provisions set forth in the Financing Documents which purport to allow the sale of collateral without notice or on the notice provisions set forth in the Financing Documents; (e) the application of a standard of "good faith" or "commercial reasonableness" to any decisions, actions or conduct on the part of the Trustee or the Purchaser; and (f) application of the Pennsylvania Deficiency Judgment Statute. The validity, binding nature or enforceability of the Financing Documents may be

further limited or rendered unenforceable by other applicable laws and interpretations, but in our opinion such laws and interpretations do not, subject to the other exceptions and limitations contained herein, make the remedies afforded by the Financing Documents inadequate for the practical realization of the principal benefits intended to be provided.

E. We express no opinion with respect to: (a) the condition or state of title of, or rights in, any real or personal property of the Authority; (b) the perfection or the priority of any liens, charges, encumbrances, security interests or other rights granted to the Trustee or the Purchaser as collateral security for obligations incurred by the Authority or which the Trustee or the Purchaser may otherwise have with respect to any real or personal property of the Authority; (c) the completeness or accuracy of any legal description attached to any Financing Document or collateral description attached to any Financing Document; and (d) the compliance or noncompliance (or the effect thereof) of any premises owned or occupied by the Authority with any applicable zoning, subdivision, land use or environmental laws, rules or regulations.

F. We call your attention to the fact that a court might not enforce payment of the obligations evidenced by the Financing Documents upon accelerated maturity thereof if such accelerated maturity resulted from a failure on the part of the Authority to perform or observe any provision included in the Financing Documents which a court found to be immaterial.

G. As used in this opinion, the expression "to our knowledge" with reference to matters of fact means that, after our review of the Financing Documents and the Corporate Documents and after inquiries of Kevin F. Fry, Chair of the Authority and Kevin Molloy, Executive Director of the Authority, we have no reason to believe that the opinions expressed herein are factually incorrect. Such expression also includes the conscious awareness of facts or other information, without investigation, by any of the lawyers currently with this firm who have given substantive attention to the legal representation of the Authority. We have, however, made no independent factual investigation for purposes of providing the opinions expressed herein, other than as set forth above.

H. The opinions set forth herein are based upon a review of those statutes, rules and regulations which in our experience are normally applicable to transactions of the type contemplated by the Financing Documents. We express no opinion as to the application or requirements of any federal, state or local patent, trademark, copyright, antitrust, unfair competition, pension or employee benefit, environmental or zoning laws or regulations, or securities laws in respect of the Transactions.

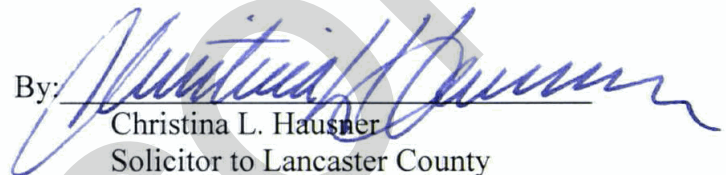
I. The opinions expressed herein relate solely to the laws of the Commonwealth of Pennsylvania and of the United States of America, and no opinion is expressed with respect to the laws of any other jurisdiction or with respect to any federal or state tax or securities laws other than as specifically referred to herein. To the extent that the laws of the State of New York may apply as to matters covered by this opinion, we have assumed that the laws of the Commonwealth of Pennsylvania are substantially identical to the laws of the State of New York for the purpose of giving this opinion.

J. Our opinions contained herein are given as of the date hereof and are based upon and rely upon the current state of the law and, in all respects, are subject to and may be limited by future legislation as well as by future case law.

K. We assume no obligation to update or supplement our opinions contained herein to reflect any facts or circumstances that may hereafter come to our attention or any changes in laws that may hereafter occur.

The opinions contained herein are solely for your benefit in connection with the transactions described above and are not to be used, circulated, or referred to by you for any other purpose or by any other party, without our prior written consent.

RUSSELL, KRAFFT & GRUBER, LLP

By:   
Christina L. Hauser  
Solicitor to Lancaster County  
Convention Center Authority

CLH/nlg

cc: Lancaster County Convention Center Authority