

ARTICLE VII

THE TRUSTEE; THE PAYING AGENT; THE REGISTRAR; THE REMARKETING AGENT

Section 7.01 Appointment of Trustee. The Trustee is hereby appointed and does hereby agree to act in such capacity, and to perform the duties of the Trustee under this Indenture, but only upon and subject to the following express terms and conditions (and no implied covenants or other obligations shall be read into this Indenture against the Trustee):

(a) The Trustee may execute any of its trusts or powers hereunder and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be held liable for their actions if such agents are selected with reasonable care. The Trustee shall be entitled to advice of Counsel concerning all matters hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees. The Trustee may act upon the opinion or advice of Counsel, accountants, engineers or surveyors selected by it in the exercise of reasonable care or, if the same are selected by the Issuer, approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein or in the Bonds, or for the recording, re-recording, filing or re-filing of this Indenture or the Security Documents or for insuring the Trust Estate or the Convention Center or collecting any insurance moneys, or for the validity of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of or title to the Convention Center or otherwise as to the maintenance of the Trust Estate. The Trustee shall not be liable to any Holder, any Beneficial Owner or any other Person for any loss suffered in connection with any investment of funds made by it in accordance with Section 5.02. The Trustee shall not be liable to the Issuer for any loss suffered as a result of or in connection with any investment of funds made by the Trustee in good faith as instructed by or approved by an Issuer Representative. The Trustee shall have no duty or responsibility to examine or review and shall have no liability for the contents of any documents submitted to or delivered to any Holder in the nature of a preliminary or final placement memorandum, official statement, offering circular or similar disclosure document.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder after such Bonds shall have been delivered in accordance with instructions of the Issuer or for the use by the Issuer of the proceeds of the Bonds or for the use or application of any moneys received by the Paying Agent. The Trustee may become the owner of Bonds secured hereby with the same rights as any other Holder.

(d) The Trustee shall be protected in acting upon Opinions of Counsel and upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Holder of any Bond shall be conclusive and binding upon all future Holders of the

same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee may conclusively rely upon a certificate furnished by a Credit Provider as to amounts owing under the Reimbursement Agreement.

(e) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as duties. The Trustee shall be responsible only for the performance of the duties expressly set forth herein and shall not be answerable for other than its gross negligence or bad faith in the performance of those express duties.

(f) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or non-fulfillment of contracts, relating to the Project.

(g) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trust and powers or otherwise in respect of this Indenture.

(h) Before taking any action requested hereunder by the Holders (except for acceleration of the Bonds as required by Section 6.02, drawing on the Credit Facility as required by Section 3.08(a) and with respect to the payment of principal, interest, premium and Purchase Price to Holders), the Trustee may require satisfactory security or indemnity for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its own gross negligence or bad faith by reason of any action so taken.

(i) All moneys received by the Trustee or the Paying Agent, until used or applied or invested as herein provided, shall be held as special trust funds for the purposes specified in this Indenture and for the benefit and security of the Holders of the Bonds and the Credit Provider as herein provided. Such moneys need not be segregated from other funds except to the extent required by law or herein provided, and neither the Trustee nor the Paying Agent shall otherwise be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(j) The Trustee shall not be bound to ascertain or inquire as to the performance of the obligations of the Issuer under this Indenture, and shall not be deemed to have, or be required to take, notice of default under this Indenture (other than under Section 6.01(a), (b) or (c) if notice thereof has been received from the Paying Agent or under Section 6.01(e) or (f) or (g)) or the occurrence of a Determination of Taxability, except (i) in the event of an insufficient amount in the Bond Fund (or any account therein) to make a principal or interest or premium, if any, payment on the Bonds, (ii) written notification of a Determination of Taxability by the Holder of any Bonds, or (iii) written notification of such default by any Holder or Swap Provider, (iv) written notification from the Credit Provider pursuant to Section 6.01, or (v) receipt of an opinion of Bond Counsel concluding that a Determination of Taxability has occurred, and in the absence of such notice the Trustee may conclusively presume there is no Determination of Taxability and no default except as aforesaid. The Trustee may nevertheless require the Issuer to furnish information regarding performance of its obligations under this Indenture, but is not obligated to do so.

(k) The Trustee shall, prior to any Event of Default and after the curing of all Events of Default which may have occurred, perform such duties and only such duties of the Trustee as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured, exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs. The foregoing shall not limit the Trustee's obligations under Section 3.08(a) or Section 6.02.

(l) The Paying Agent and the Registrar shall each be entitled to the same rights and immunities with respect to their respective duties under this Indenture as the Trustee is under this Section 7.01 with respect to its duties hereunder.

(m) In addition to the Trustee's other duties hereunder, the Trustee shall authenticate and cancel Bonds as provided herein, keep such books and records relating to such duties as shall be consistent with prudent industry practice and make such books and records available for inspection by the Issuer at all reasonable times. All Bonds shall be made available for authentication, exchange and registration of transfer at the designated office of the Trustee.

(n) The Trustee shall have no duty to inspect or oversee the construction or completion of the Convention Center or to verify the truthfulness or accuracy of the certifications made by the Issuer with respect to the Trustee's disbursements for costs of the Project in accordance with the Bond Documents.

(o) Without limiting the duties of the Trustee expressly set forth herein, the Trustee shall have no obligation or responsibility whatsoever in connection with (i) any federal or state tax-exempt status of the Bonds or the interest thereon; (ii) the consequences of the investment or non investment of any funds or accounts relating to the Bonds or the Credit Facility under Section 148 of the Code, or (iii) the calculation of any amount required to be rebated to the United States under Section 148 of the Code.

(p) No provision of this Indenture or the Bonds shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(q) Whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee may, in the absence of bad faith on its part, rely upon a written certificate of an Issuer Representative.

(r) Except as provided in Section 7.09, in the event that the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Holders of the Bonds, each representing less than a majority in aggregate principal amount of the Bonds Outstanding, pursuant to the provisions of this Indenture, then the Trustee, in its sole discretion, may determine what action or actions, if any, shall be taken or not taken.

(s) The Trustee's immunities and protections from liability and its rights to indemnification in connection with the performance of its duties under this Indenture shall

likewise extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's rights to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and the final payment of the Bonds.

(t) The Trustee, in its commercial banking or in any other capacity, may in good faith buy, sell, own, hold or deal in any of the Bonds and may join in any action that any Holder may be entitled to take with like effect as if it were not the Trustee. The Trustee, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transaction with the Issuer, including, without limitation, Swaps, and may act as depository, trustee or agent for any committee of Holders secured hereby or other obligations of the Issuer, as freely as if it were not the Trustee hereunder. The provisions of this paragraph shall extend to the affiliates of the Trustee.

(u) Neither Section 2.04(h) nor any other provision of this Indenture shall require the Trustee to enter into any continuing disclosure agreement or other undertaking or to take any other action as may be required to cause compliance with Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

(v) The Trustee shall have no responsibility or obligation to Participants, to Indirect Participants, or to the Persons for whom they act as nominees with respect to the Bonds, or to any Beneficial Owner of Bonds in respect of the accuracy of any records maintained by the Securities Depository, the Securities Depository Nominee or any Participant or Indirect Participant, the payment by the Securities Depository, the Securities Depository Nominee or any Participant or Indirect Participant of any amount in respect of the principal or Purchase Price of or interest on the Bonds, any notice which is permitted or required to be given under this Indenture, the selection by the Securities Depository, the Securities Depository Nominee or any Participant or Indirect Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or any consent given or other action taken by the Securities Depository or the Securities Depository Nominee as Holder.

(w) Whether or not expressly so provided, each and every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee is subject to the provisions of this Section 7.01.

Section 7.02 Compensation and Indemnification of Trustee, Paying Agent and Registrar; Trustee's Prior Claim. The Issuer will pay the reasonable fees and expenses of the Trustee, the Paying Agent, the Remarketing Agent and the Registrar under this Indenture and all other amounts which may be payable to the Trustee, Paying Agent or Registrar under this Section, and the reasonable fees and expenses of the Remarketing Agent and all other amounts which may be payable to the Remarketing Agent under the Remarketing Agreement, such fees and expenses to be paid when due and payable by the Issuer directly to the Trustee, Paying Agent, Registrar and Remarketing Agent, respectively, for their own account.

The Issuer shall (a) pay the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), (b) pay the Paying Agent and the Registrar and

any other agent of the Issuer acting hereunder (the Paying Agent and the Registrar and any other agent of the Issuer being herein referred to as an "Issuer Agent") reasonable compensation, (c) pay or reimburse each of the Trustee and any Issuer Agent upon request for all reasonable expenses, disbursements and advances incurred or made, in accordance with any of the provisions of this Indenture (including the reasonable compensation and the reasonable expenses and disbursements of its Counsel and of all agents and other persons not regularly in its employ), except to the extent that any such expense, disbursement or advance is due to its own gross negligence or bad faith, and (d) indemnify each of the Trustee and any Issuer Agent for, and to hold it harmless against, any loss, liability or expense incurred by it, arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder or the performance of its duties hereunder, including the reasonable costs and expenses of defending itself against or investigating any claim of liability in the premises, except to the extent that any such loss, liability or expense was due to its own gross negligence or bad faith. The obligations of the Issuer referred to in this Section shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of this Indenture. Such additional indebtedness shall be a senior claim to that of the Bonds upon all property and funds held or collected by the Trustee as such, except funds held with respect to Untendered Bonds and unredeemed Bonds for which notice of redemption has been given, and except for any arbitrage rebate fund or account established pursuant hereto or pursuant to any arbitrage regulatory agreement. Notwithstanding the foregoing, neither the Trustee nor any Issuer Agent shall have any claim upon or shall be paid, prior to any Holder, from any Credit Facility or proceeds from the remarketing of Bonds, or the proceeds thereof, with respect to any such compensation, payment, reimbursement or indemnity. "Trustee", "Issuer Agent", "Paying Agent" and "Registrar" for purposes of this Section shall include any predecessor Trustee, Issuer Agent, Paying Agent and Registrar but the gross negligence or bad faith of any Trustee, Issuer Agent, Paying Agent or Registrar shall not affect the indemnification of any other Person. The obligations of the Issuer under this Section shall survive the termination of this Indenture and the resignation or removal of the Trustee.

Section 7.03 Intervention in Litigation. In any judicial proceedings to which the Issuer is a party, the Trustee may intervene on behalf of Holders, and shall intervene if requested in writing by the Credit Provider or the Holders of at least twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 7.01(h).

Section 7.04 Resignation; Successor Trustees. The Trustee and any successor Trustee may resign only upon giving sixty (60) days prior written notice to the Issuer, the Credit Provider, if any, and each Holder of Bonds then Outstanding as shown on the Register. Such resignation shall take effect only upon the appointment of a successor Trustee by the Issuer with the written consent of the Credit Provider, if any, and the acceptance of such appointment by the successor Trustee. If no successor is appointed within sixty (60) days after the notice of resignation, the resigning party may appoint a successor or petition any court of competent jurisdiction to appoint a successor. Upon appointment of a successor Trustee, the resigning Trustee shall assign all of its right, title and interest in this Indenture and the Trust Estate (including any Credit Facility then in effect) to the successor Trustee. The successor Trustee shall be a bank or trust company with trust powers organized under the laws of the United States of America or any state of the United States, or the District of Columbia, having a combined capital stock, surplus and undivided profits aggregating at least \$50,000,000. Any successor Trustee shall accept in writing its duties and

responsibilities hereunder and such writing shall be filed with the Issuer, the resigning trustee, the Credit Provider, if any, and during an Index Interest Rate Period, the Purchaser.

Any corporation or association into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or any material part of the corporate trust business of the Trustee that includes this Indenture, shall be the successor of the Trustee hereunder, without the execution or filing of any instrument or any further act on the part of any Person, anything herein to the contrary notwithstanding, provided that such successor Trustee shall be eligible to serve as Trustee under the provisions of this Indenture. If the Trustee is not the successor corporation or association in any such merger or consolidation, the Trustee shall give notice of such event to the Issuer and shall take such action as may be required to effect a transfer of the trust included in this Indenture to such successor corporation or association.

Section 7.05 Removal of Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Credit Provider, if any, and the Issuer and signed by the Holders of a majority in aggregate principal amount of Bonds then Outstanding, but only with the prior consent of the Credit Provider, if any. During such time that no Event of Default has occurred and is continuing under this Indenture, the Trustee may also be removed by an instrument in writing delivered to the Trustee, the Credit Provider, if any, and during an Index Interest Rate Period, the Purchaser, and signed by an Issuer Representative. Such removal shall take effect only upon the appointment of a successor Trustee by the Issuer and the Credit Provider, if any, and the acceptance of such appointment by the successor Trustee. Upon such removal, the Trustee shall assign to the successor Trustee all of its right, title and interest in this Indenture and the Trust Estate (including any Credit Facility then in effect) in the same manner as provided in Section 7.04. If the Bonds are rated by a Rating Agency, notice concerning any change in the Trustee shall be furnished by the successor Trustee to such Rating Agency.

Section 7.06 Paying Agent. Manufacturers and Traders Trust Company is hereby appointed by the Issuer as the initial Paying Agent. The Issuer, with the approval of the Remarketing Agent and the Credit Provider, if any, shall appoint any successor Paying Agent for the Bonds, subject to the conditions set forth in Section 7.07. The Paying Agent shall designate to the Issuer and the Trustee its designated office for all purposes hereof and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer and the Trustee under which the Paying Agent shall agree, particularly:

(i) to hold all sums held by it for the payment of the principal and Purchase Price of, premium, if any, or interest on the Bonds in trust for the benefit of the Holders of the Bonds until such sums shall be paid to such Holders of the Bonds or otherwise disposed of as herein provided;

(ii) to perform its obligations under this Indenture; and

(iii) to keep such books and records relating to its duties as Paying Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer and the Trustee at all reasonable times.

The Issuer shall cooperate with the Trustee and the Paying Agent to cause the necessary arrangements to be made and to be thereafter continued whereby:

(a) funds derived from the sources specified in this Indenture will be made available at the designated office of the Paying Agent for the timely payment of principal and Purchase Price of, premium, if any, and interest on the Bonds; and

(b) the Paying Agent shall be furnished such records and other information, at such times, as shall be required to enable the Paying Agent to perform the duties and obligations imposed upon it hereunder.

In carrying out its responsibilities hereunder the Paying Agent will act for the benefit of the Holders. Notwithstanding anything to the contrary in this Indenture, the Paying Agent shall not invest any moneys it receives from a draw on the Credit Facility, if any.

No purchase of Bonds by the Paying Agent shall constitute a redemption of Bonds or any extinguishment of the debt represented thereby or constitute the Paying Agent the owner of such Bonds for any purpose whatsoever. No delivery of Bonds to the Trustee shall constitute a redemption of Bonds or any extinguishment of the debt represented thereby or constitute the Trustee the owner of such Bonds for any purpose whatsoever unless the Trustee has purchased such Bonds for its own account.

Section 7.07 Qualifications of Paying Agent. The Paying Agent shall be a bank or trust company with trust powers duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock, surplus and undivided profits of at least \$15,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The designated office of the Paying Agent for all purposes hereof shall be the office of the Paying Agent at which all deliveries to it hereunder shall be made and any and all notices and other communications in connection herewith shall be delivered. The Paying Agent may at any time resign and be discharged of its duties and obligations created by this Indenture by giving at least sixty (60) days' notice to the Issuer and the Trustee. The Paying Agent may be removed at any time, by an instrument, signed by the Issuer, filed with such Paying Agent and with the Trustee.

Section 7.08 Resignation of Paying Agent; Removal; Successors.

(a) In the event of the resignation or removal of the Paying Agent, the Paying Agent shall deliver any moneys and any related books and records held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(b) In the event that the Paying Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Paying Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed a successor Paying Agent, the Trustee shall ipso facto be

deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the Issuer and acceptance of a successor Paying Agent.

Section 7.09 Instruments of Holders. Any instrument required by this Indenture to be executed by Holders may be in any number of writings of similar tenor and may be executed by Holders in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds given in any of the following forms shall be sufficient for any of the purposes of this Indenture:

(i) A certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him/her the execution thereof;

(ii) A certificate executed by any trust company or bank stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank, as the property of such party, the Bonds therein mentioned.

The Trustee may rely on such an instrument of Holders unless and until the Trustee receives notice in the form specified in (i) or (ii) above that the original such instrument is no longer reliable. In the event that the Trustee shall receive conflicting directions from two or more groups of Holders, each with combined holdings of not less than twenty-five percent (25%) of the principal amount of Outstanding Bonds, the directions given by the group of Holders which holds the largest percentage of Bonds shall be controlling and the Trustee shall follow such directions to the extent required herein.

Section 7.10 Power to Appoint Co-Trustees. At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Convention Center may at the time be located, the Issuer and the Trustee shall have power to appoint and, upon the request of the Trustee or of the Holders of a majority of the aggregate principal amount of the Bonds then Outstanding, the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more persons approved by the Trustee either to act as co-trustee or co-trustees, jointly with the Trustee of all or any part of the Convention Center, or to act as separate trustee or separate co-trustees of all or any part of the Convention Center, and to vest in such person or persons, in such capacity, such title to the Convention Center or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

Any co-trustee or separate trustee shall be a bank or trust company with trust powers organized under the laws of the United States of America or any state of the United States or the District of Columbia, having a combined capital stock, surplus and undivided profits aggregating at least \$50,000,000.

The Trustee and co-trustee, if any, may by written instrument between them designate and assign either the Trustee or the co-trustee or both of them to perform all or any part of the responsibilities and duties of the Trustee under this Indenture.

If the Issuer shall not have joined in such appointment within thirty (30) days after the receipt by it of a written request to do so, or in case an Event of Default shall have occurred and be continuing, the Trustee shall have the power to make such appointment.

The Issuer shall execute, acknowledge and deliver all such instruments as may be required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee appointed pursuant to this Section, to the extent permitted by law or any applicable contract, shall be subject to the following terms, namely:

(a) This Indenture shall become effective at the time the Bonds shall be authenticated and delivered, and thereupon such co-trustee or separate trustee shall have all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of moneys, papers, securities and other personal property.

(b) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees, or separate trustee or separate trustees, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(c) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(d) Any co-trustee or separate trustee, to the extent permitted by law, may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(e) The Trustee at any time, by an instrument in writing, with the concurrence of the Issuer evidenced by a resolution, may accept the resignation of any co-trustee or separate trustee appointed under this Section, and, in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Issuer. Upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.

(f) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

(g) Any moneys, paper, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested with the Security Interest in the Trust Estate and with such rights, powers, duties, trusts or obligations, as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as applicable law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the Security Interest in the Trust Estate and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the same manner as provided for with respect to the appointment of a successor Trustee pursuant to Section 7.04 hereof.

Section 7.11 Filing of Financing Statements. The Issuer shall file or record or cause to be filed or recorded all Financing Statements that are required in order fully to protect and preserve the Security Interests and the priority thereof and the rights and powers of the Trustee in connection therewith. The Issuer, at the expense of the Issuer, shall file or record or cause to be filed or recorded all continuation statements for the purpose of continuing without lapse the effectiveness of (i) those Financing Statements which shall have been filed at or prior to the issuance of the Bonds in connection with the security for the Bonds pursuant to the authority of the U.C.C., and (ii) any previously filed continuation statements that shall have been filed as required herein. The Issuer and the Trustee shall sign, if necessary, and the Trustee shall deliver to the Issuer or its designee, all such Financing Statements as may be required for the purposes specified in the preceding sentence. Upon the filing of any such Financing Statement, the Issuer shall immediately notify the Trustee that the same has been accomplished.

Section 7.12 Remarketing Agent. At the request of the Issuer, a Remarketing Agent may, and prior to any Conversion Date during an Index Interest Rate Period after which the Bonds will no longer be in an Index Interest Rate Period shall, be appointed with the prior written approval of the Credit Provider, if any. The Issuer shall give written notice to the Trustee of such an appointment, and the Trustee, in turn, shall cause written notice of such appointment to be given to the Owners of the Bonds. The Issuer, with the consent of the Credit Provider, if any, and the Purchaser, if any, shall appoint any successor Remarketing Agent for the Bonds (except for assignees permitted under the following sentence), subject to the conditions set forth in Section 7.13. To the extent permitted by any Remarketing Agreement then in effect, the Remarketing Agent may at any time transfer all of its duties and obligations as Remarketing Agent hereunder to an affiliate of such Remarketing Agent that satisfies the conditions set forth in Section 7.13 and, upon such transfer, such affiliate shall automatically become the Remarketing Agent hereunder without any further action.

Any Remarketing Agent shall designate to the Issuer and the Trustee its designated office for purposes hereof, which shall be the office of such Remarketing Agent at which all notices and other communications in connection herewith may be delivered to it, and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Purchaser, if any, the Trustee and the Credit Provider, if any, under which such Remarketing Agent shall agree particularly (i) to hold all Bonds delivered

to it hereunder in trust for the benefit of the respective Holders of Bonds that delivered such Bonds until moneys representing the Purchase Price of such Bonds are delivered to or for the account of or to the order of such Holders of Bonds; (ii) to hold all moneys delivered to it hereunder for the purchase of Bonds in trust for the benefit of the person or entity that has delivered such moneys until the Bonds purchased with such moneys are delivered to or for the account of such person or entity; and (iii) to keep books and records with respect to its activities hereunder available for inspection by the Issuer, the Trustee, the Purchaser, if any, and the Credit Provider, if any, at all reasonable times.

Section 7.13 Qualifications of Remarketing Agent; Resignation; Removal. The Remarketing Agent shall be a financial institution or registered broker/dealer authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of its duties and obligations created by this Indenture by giving at least thirty (30) days' notice to the Issuer, the Paying Agent, the Trustee, the Purchaser, if any, and the Credit Provider, if any; provided, however, that if no successor Remarketing Agent has been appointed in accordance with Section 7.12 and this Section on or prior to the effective date of such resignation, (i) the resigning Remarketing Agent shall give written notice to Holders on the effective date of such resignation that all optional tender notices under Section 2.06(a) should be delivered to the Trustee until a successor Remarketing Agent has been appointed and (ii) until a successor Remarketing Agent has been appointed, the Trustee shall have no duty to remarket the Bonds, but shall provide the funds described in clauses (ii), (iii) and (iv) of Section 2.06(g) to the Paying Agent in that order on each Optional Tender Date specified in such notices to pay the Purchase Price of all Bonds tendered. The Remarketing Agent may be removed at any time, upon not less than thirty (30) days' notice, at the direction of the Issuer, by an instrument signed by the Issuer and filed with the Remarketing Agent, the Trustee, the Paying Agent and the Credit Provider, if any; provided that no such removal shall be effective until a successor Remarketing Agent has been appointed in accordance with Section 7.12 and this Section and such successor Remarketing Agent has accepted such appointment.

Section 7.14 Several Capacities. Anything in this Indenture to the contrary notwithstanding, the same entity may serve hereunder as the Trustee, the Credit Provider, the Paying Agent, the Registrar, the Purchaser and the Remarketing Agent and in any other combination of such capacities, to the extent permitted by law.

Section 7.15 Trustee Not Responsible for Duties of Remarketing Agent, Registrar and Paying Agent. Notwithstanding anything to the contrary in this Indenture, the Trustee shall not be liable or responsible for any of the duties or obligations of the Remarketing Agent, the Registrar or the Paying Agent under this Indenture (or be liable or responsible for the acts or omissions of the Paying Agent, the Registrar or the Remarketing Agent or any action taken by the Trustee or failure to act in reasonable reliance upon any action or failure to act by the Paying Agent, the Registrar or the Remarketing Agent) except for the duties imposed upon, or the acts and omissions of, (i) the Trustee while deemed to be the Paying Agent pursuant to Section 7.08(b) because a successor Paying Agent has not been appointed by the Issuer and (ii) the Trustee as recipient of optional tender notices after the written notice provided for in Section 7.13 has been given by the resigning Remarketing Agent to Holders to the effect that no successor Remarketing Agent has been appointed. The Trustee shall not be bound to ascertain or inquire as to the truth or accuracy of any information provided to it by the Paying Agent, the Registrar or the Remarketing

Agent but may for any purpose conclusively rely upon any information given to the Trustee by the Paying Agent, the Registrar or the Remarketing Agent.

Section 7.16 Cooperation of the Issuer. The Issuer shall cooperate with the Trustee, the Paying Agent, the Registrar and the Remarketing Agent, if requested to do so by the Trustee and to the extent it may lawfully do so, to cause the necessary arrangements to be made and to be thereafter continued whereby funds from the sources specified in Section 5.01 will be made available to pay the Purchase Price of Bonds presented to the Trustee.

Section 7.17 Cooperation of the Trustee, the Remarketing Agent, the Registrar and the Paying Agent. The Trustee, the Remarketing Agent, the Registrar and the Paying Agent shall cooperate in all respects and shall provide to the other in a timely fashion the information and knowledge each possesses so that the Trustee and each of such parties may faithfully exercise their respective obligations hereunder.

ARTICLE VIII

AMENDMENTS, SUPPLEMENTAL INDENTURES

Section 8.01 Supplemental Indentures. The Issuer and the Trustee, with the consent of the Credit Provider, if any, and as long as the Credit Provider shall not have failed to honor any properly presented and conforming drawing under the Credit Facility, and the Purchaser during an Index Interest Rate Period, but without the consent of or notice to any Holders during any Short-Term Rate Period or Long-Term Rate Period may enter into an indenture or indentures supplemental to this Indenture that do not materially adversely affect the interest of the Holders for one or more of the following purposes:

(a) to grant to or confer upon the Trustee for the benefit of the Holders and such Credit Provider, if any, any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Holders or the Trustee;

(b) to grant or pledge to the Trustee for the benefit of Holders and such Credit Provider, if any, any additional security other than that granted or pledged under this Indenture; provided that no additional security shall be granted or pledged to the Trustee for the benefit of such Credit Provider unless such Credit Provider agrees that the Trustee shall hold such security in trust for the equal or ratable benefit of such Credit Provider, on the one hand, and the Holders, on the other hand;

(c) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States;

(d) to appoint a successor Trustee, separate trustees or co-trustees in the manner provided in Article VII hereof;

(e) to modify, amend or supplement this Indenture for the purpose of obtaining or retaining a rating on the Bonds from a Rating Agency;

(f) to modify, amend or supplement this Indenture to permit a transfer of Bonds from one Securities Depository to another or the discontinuance of the Book Entry System and issuance of replacement Bonds to the Beneficial Owners;

(g) to cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental indenture that may be defective or inconsistent with any provision contained herein or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under this Indenture which shall not materially adversely affect the interest of the Holders or such Credit Provider, if any;

(h) to modify, amend or supplement this Indenture to permit the Paying Agent or the Registrar to assume any administrative duties of the Trustee hereunder (except any duties of the Trustee with respect to the acceptance, modification, reduction or release of or drawing on, any Credit Facility) or for the Trustee to assume any administrative duties of the Paying Agent or the Registrar hereunder;

(i) to make any change herein necessary, in the opinion of Bond Counsel, to maintain the exclusion of the interest on any Outstanding Bonds from gross income of the Holders thereof for federal income tax purposes; and

(j) to make any change to the administrative provisions hereof, to accommodate the provisions of an Initial Credit Facility, Alternate Credit Facility, bond insurance or a liquidity facility.

When requested by the Issuer, and if all conditions precedent under this Indenture have been met, the Trustee shall join the Issuer in the execution of any such supplemental indenture unless it imposes additional obligations on the Trustee or adversely affects the Trustee's rights and immunities under this Indenture or otherwise. A copy of all such supplemental indentures shall be promptly furnished to the Credit Provider, if any, and the Paying Agent, and the Registrar shall be promptly advised of any modifications of its rights, duties and obligations hereunder.

The Issuer shall file copies of all such supplemental indentures with the Purchaser, if any, and the Credit Provider, if any, and, if the Bonds are rated by a Rating Agency, shall forward copies of all such supplemental indentures to such Rating Agency.

Section 8.02 Amendments to Indenture; Consent of Holders and the Credit

Provider. Exclusive of supplemental indentures covered by Section 8.01 and subject to the terms and provisions contained in this Section, and not otherwise, the Holders of a majority in aggregate principal amount of the Bonds then Outstanding and affected by such indenture or indentures supplemental hereto, with the consent of the Credit Provider, if any, and the Purchaser, if any, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and direct the execution by the Trustee of such other indenture or indentures supplemental hereto as shall be consented to by the Issuer in its sole discretion for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing contained in this Section shall permit, or be construed as permitting,

without the consent of the Holders of all Outstanding Bonds, (a) an extension of the maturity of the principal of, or the mandatory redemption date of, or interest on, any Bond, or (b) a reduction in the principal amount of, or the premium or the rate of interest on, any Bond, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, (d) the creation of a lien on the Trust Estate prior to or on parity with the lien of this Indenture, or (e) a reduction in the aggregate principal amount of the Bonds required for any consent to any supplemental indenture; provided further, however, that without the written consent of the Trustee, the Trustee shall not be required to join in the execution of any supplemental indenture that affects the rights, duties, obligations or immunities of the Trustee or that imposes additional obligations on the Trustee. The giving of notice to and consent of the Holders to any such proposed supplemental indenture shall be obtained pursuant to Section 8.06.

If the Bonds are rated by a Rating Agency, the Issuer shall furnish copies of all such supplemental indentures to such Rating Agency.

Notwithstanding anything herein contained, no supplement or amendment shall be made to Section 5.05 of this Indenture without the prior written consent of the County.

Section 8.03 Amendments to the Security Documents Not Requiring Consent of Holders. Neither the Issuer nor the Trustee shall cause or permit to exist any amendment, modification, supplement, waiver or consent with respect to any of the Security Documents without the prior written consent of the Credit Provider, if any, and during any Index Interest Rate Period, the prior written consent of the Purchaser, but without any other requirement of the consent of or notice to any of the Holders. With the consent of the Credit Provider or the Purchaser as aforesaid, the Issuer and the Trustee, as the case may be, may enter into or permit (and the Trustee shall consent to) any amendment of any of the Security Documents as may be required (i) for the purpose of curing any ambiguity or formal defect or omission that shall not adversely affect the interest of the Holders (ii) to grant or pledge to the Trustee, for the benefit of the Holders or the Credit Provider, if any, any additional security, (iii) to modify, amend or supplement any of the Security Documents for the purpose of obtaining or retaining a rating on the Bonds from a Rating Agency, (iv) to make any change therein necessary, in the opinion of Bond Counsel, to maintain the exclusion of interest on any Outstanding Bonds from gross income of the Holders thereof for federal income tax purposes or (v) in connection with any other change therein which, in the judgment of the Trustee acting in reliance upon an Opinion of Counsel, is not materially prejudicial to the interests of the Trustee and the Holders of the Bonds; provided, however, that without the written consent of the Trustee, the Trustee shall not be required to join in the execution of any such amendment that affects the rights, duties, obligations or immunities of the Trustee or that imposes additional obligations on the Trustee.

The Issuer shall file copies of any such amendments to the Security Documents with the Credit Provider, if any, the Purchaser, if any, and, if the Bonds are rated by a Rating Agency, the Issuer shall furnish copies of such amendments to such Rating Agency.

Section 8.04 Other Amendment Provisions. Except as provided in Section 8.03 hereof, the Issuer and the Trustee shall not enter into, and the Trustee shall not consent to, any modification or amendment of any of the Security Documents, nor shall any such modification or amendment become effective, without the consent of the Credit Provider, if any, and during any

Index Interest Rate Period, the consent of the Purchaser, and (except as permitted by Section 8.03) the consent of the Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding, such consent to be obtained in accordance with Section 8.06.

Except as provided in this paragraph, the Issuer shall not enter into, and the Trustee shall not consent to, any modification or amendment of this Indenture or the Security Documents, nor shall any such modification or amendment become effective, without the consent of any Swap Provider for which either Parity Periodic Swap Payments or Parity Swap Termination Payments are or may become payable, if such modification or amendment affects (a) the timing or amount of any payment or payments under such Swap, (b) a preference or priority of any payment with respect to any Bonds or Swap over any Swap, or (c) the creation of a lien on the Trust Estate prior to or on a parity with the lien of this Indenture.

Except as provided in this paragraph, the Issuer shall not enter into, and the Trustee shall not consent to, any modification or amendment of this Indenture or the Security Documents, nor shall any such modification or amendment become effective, without the consent of any Parity Lender, if such modification or amendment affects (a) the timing or amount of any payment or payments under any Parity Indebtedness, (b) a preference or priority of any payment with respect to any Bonds or Parity Indebtedness over any Parity Indebtedness, or (c) the creation of a lien on the Trust Estate prior to or on a parity with the lien of this Indenture.

The Issuer shall file copies of all such amendments to the Security Documents, with the Credit Provider, if any, the Purchaser, if any, and, if the Bonds are rated by a Rating Agency, the Issuer shall furnish copies of such amendments to such Rating Agency.

Section 8.05 Amendments, Changes and Modifications to the Credit Facility.

Except as otherwise provided in this Indenture, subsequent to the initial issuance of the Bonds and prior to payment of the Bonds in full (or provision for the payment thereof having been made in accordance with the provisions of this Indenture), no Credit Facility may be effectively amended, changed or modified without the prior written consent of the Trustee and the Paying Agent. The Trustee may, without the consent of the Holders of the Bonds, consent to any amendment of the Credit Facility as may be required to extend the term thereof or for purposes of curing any ambiguity, formal defect or omission or obtaining or retaining a rating on the Bonds from a Rating Agency that, in the Trustee's and the Paying Agent's judgment, does not prejudice in any material respect the interests of the Holders. Except for such amendments, and as otherwise provided herein, the Credit Facility may be amended only with the consent of the Issuer, the Trustee and the Holders of a majority in aggregate principal amount of Outstanding Bonds, except that no such amendment may be made that would reduce the amounts required to be paid thereunder, change the time for payment of such amounts or accelerate the expiration date of the Credit Facility without the written consent of the Holders of all Outstanding Bonds. The foregoing shall not limit the Trustee's obligation to send notice to the Credit Provider to reduce amounts available to be drawn under a currently effective Credit Facility under the circumstances set forth therein.

The Trustee shall file copies of all such amendments, changes or modifications with the Rating Agency, if any, rating the Bonds.

Section 8.06 Notice to and Consent of Holders. If consent of the Holders is required under the terms of this Indenture for the amendment of this Indenture or any of the Bond Documents or the Credit Facility or for any other similar purpose, the Trustee shall cause notice of the proposed execution of the amendment or supplemental indenture to be given by first-class mail, postage prepaid, to the Holders of the Outstanding Bonds then shown on the Register. Such notice shall briefly set forth the nature of the proposed amendment, supplemental indenture or other action and shall state that copies of any such amendment, supplemental indenture or other document are on file at the office of the Trustee administering this Indenture for inspection by all Holders. If, within sixty (60) days or such longer period as shall be prescribed by the Trustee following the mailing of such notice, the Holders of a majority or all, as the case may be, of the principal amount of the Bonds Outstanding (or, during any Index Interest Rate Period, the Purchaser) by instruments filed with the Trustee shall have consented to the amendment, supplemental indenture or other proposed action, then the Trustee may execute such amendment, supplemental indenture or other document or take such proposed action and the consent of the Holders shall thereby be conclusively presumed. Notwithstanding the foregoing provisions of this Section, the Remarketing Agent shall be deemed to be the Holder of the Outstanding Bonds on any Mandatory Purchase Date for the purpose of giving any consent required under the terms of this Indenture for the amendment of this Indenture, the Security Documents or the Credit Facility, if notice of such amendment has been given to the Persons to whom the Bonds are proposed to be remarketed.

Section 8.07 Approving Opinion Required. No indenture supplemental or amendment to this Indenture shall become effective without the delivery of an Approving Opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Right of Trustee to Pay Taxes and Other Charges. If the Convention Center is part of the Security and any tax, assessment or governmental or other charge upon any part of the Convention Center is not paid as required, the Trustee may, subject to any indemnity required pursuant to Section 7.01(h) of this Indenture, pay such tax, assessment or governmental or other charge, without prejudice, however, to any rights of the Trustee hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment until paid at the greater of the rate of interest borne by the Bonds or the per annum rate of interest announced from time to time by the bank serving as Trustee as its "prime rate" shall become so much additional indebtedness secured by this Indenture, shall be given a preference in payment over the Bonds, and shall be paid out of the Trust Estate (other than from funds obtained from the Credit Facility).

Section 9.02 Limitation of Rights; No Personal Recourse. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Holders, the Credit Provider, the Purchaser, the Paying Agent and the Remarketing Agent any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions herein being intended to be and being for the sole and

exclusive benefit of the parties hereto, the Holders, the Credit Provider, the Purchaser, the Paying Agent and the Remarketing Agent as herein provided.

This Indenture does not pledge the general credit nor the taxing power of the County, the Commonwealth of Pennsylvania or any political subdivision thereof. The liability of the Issuer hereunder and under the Bonds shall be limited to its interest in the Trust Estate.

No covenant or agreement contained in this Indenture or the Bonds shall be deemed to be the covenant or agreement of any member, director, officer, attorney, agent or employee of the Issuer in an individual capacity. No recourse shall be had for the payment of any claim based thereon against any member, director, officer, agent, attorney or employee of the Issuer past, present or future, or its successors or assigns, as such, either directly or through the Issuer, or any such successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

Section 9.03 Severability. If any provision of this Indenture is held to be in conflict with any applicable statute or rule of law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever.

The invalidity of any one or more phrases, sentences, clauses or sections of this Indenture, shall not affect the remaining portions of this Indenture or any part thereof.

Section 9.04 Notices. Except as otherwise provided herein, all notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth below and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth below. Where required herein, notice shall be given by telephone, and promptly confirmed in writing, and shall be deemed given when given by telephone to the telephone numbers set forth below. The Issuer, the County, the Purchaser, any Credit Provider, the Trustee, the Remarketing Agent and the Paying Agent may, by written notice given hereunder, designate any different addresses, phone numbers and facsimile numbers to which subsequent notices, certificates, approvals, consents, requests or other communications shall be sent.

To the Issuer:

LANCASTER COUNTY CONVENTION CENTER
AUTHORITY
25 South Queen Street
Lancaster, PA 17603
Attention: Executive Director
Telephone: (717) 207-4100
Facsimile: (717) 207-4101

To the Trustee: MANUFACTURERS AND TRADERS TRUST
COMPANY
213 Market Street, PA1-HM22
Harrisburg, Pennsylvania 17101
Attention: Corporate Trust
Telephone: (717) 255-2135
Facsimile: (717) 231-2615

To the County: COUNTY OF LANCASTER
150 North Queen Street
Lancaster, Pennsylvania 17603
Attention: Chief Clerk
Telephone: (717) 299-8300
Facsimile: (717) 293-7208

To the Purchaser: WELLS FARGO MUNICIPAL CAPITAL STRATEGIES,
LLC
c/o Wells Fargo Bank, National Association
Government and Institutional Banking
123 South Broad Street, PA1202
Philadelphia, PA 19109
Attention: Thomas Esser, Senior Vice President
Telephone: (215) 670-6579
Telecopy: (215) 670-6542

Section 9.05 Payments Due on Non-Business Days. In any case where the date of maturity of interest on or premium, if any, or principal of the Bonds or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

Section 9.06 Binding Effect. This instrument shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in this Indenture.

Section 9.07 Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Indenture.

Section 9.08 Governing Law. This Indenture shall be governed by and interpreted in accordance with the laws of the Commonwealth.

Section 9.09 [Reserved].

Section 9.10 Notices to Rating Agency. If the Bonds are rated by a Rating Agency, the Trustee shall provide written notice to such Rating Agency with respect to (i) the appointment of

any successor Trustee, Remarketing Agent or Paying Agent, (ii) the appointment of any agent by the Trustee to perform any material duties of the Trustee under this Indenture, (iii) the expiration, termination, extension or substitution of any Credit Facility, (iv) any Fixed Rate Conversion Date or any conversion to a Flexible Term Rate or a Long-Term Rate, (v) any Mandatory Purchase Date (except Conversion Dates), (vi) any amendment or supplement to this Indenture, the Credit Facility, the Reimbursement Agreement or the Remarketing Agreement, and (vii) the payment in full of all of the Bonds (whether at stated maturity or upon redemption, acceleration or defeasance). Failure of the Trustee to provide any such notice shall not have any effect on the occurrence of such event.

Section 9.11 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12 [Reserved].

Section 9.13 Patriot Act Compliance. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity the Trustee will ask for documentation to verify its formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification, and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

Section 9.14 Certain References Ineffective Except during a Period in which a Credit Facility is in Effect. Except during any period in which a Credit Facility is in effect and during the period immediately succeeding such a period until receipt by the Trustee of a certificate from the Credit Provider stating that all amounts payable to the Credit Provider under the Reimbursement Agreement have been paid in full, all references to the Credit Provider, the Reimbursement Agreement and the Bonds shall be ineffective.

Section 9.15 Electronic Signatures. The parties agree that the electronic signature of a party to this Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. The parties agree that any electronically signed document (including this Indenture) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts,” if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically

signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

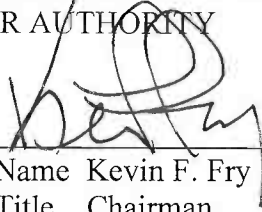
Section 9.16 Third Party Beneficiaries. To the extent any of the Purchaser, the Credit Provider or any Swap Provider is determined not to be a direct beneficiary under this Indenture, such entity shall be a direct third party beneficiary in interest under this Indenture.

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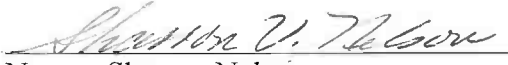
IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed, sealed and delivered in their names and on their behalf by their respective duly authorized representatives, all as of the day and year first above written.

LANCASTER COUNTY CONVENTION
CENTER AUTHORITY

By: 
Name Kevin F. Fry
Title Chairman

(SEAL.)

ATTEST:


Name: Sharron Nelson
Title: Secretary

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Trustee

By: 
Name: **Donald Z. Haverstick**
Title: **Corporate Trust Officer**

[Signature Page to Indenture]

EXHIBIT A

FORM OF BOND

(for any Short-Term Rate Period or Long-Term Rate Period)

[FOR BOOK-ENTRY BONDS: Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Trustee for registration of transfer, exchange, or payment, with respect to any Bond issued that is registered in the name of CEDE & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered Holder hereof, CEDE & Co., has an interest herein.]

FORM OF BOND

(NOT FOR USE IN INDEX INTEREST RATE PERIOD)

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
LANCASTER COUNTY CONVENTION CENTER AUTHORITY
HOTEL ROOM RENTAL TAX REVENUE BOND
SERIES OF 2014

Interest Rate Maturity Date Issue Date CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [DOLLAR AMOUNT (\$_____)]

FOR VALUE RECEIVED, LANCASTER COUNTY CONVENTION CENTER AUTHORITY (the "Issuer"), a public body corporate and politic, duly created under the Third Class County Convention Center Authority Act, Act of December 27, 1994, P.L. 1375, as amended (the "Act"), hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the designated office of the Paying Agent named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the rates determined as set forth herein from the Issue Date specified above, but only from the sources and in the manner hereinafter provided on the first Business Day of each calendar month during any Weekly Rate Period, on each June 1 and December 1 during any Medium-Term Rate Period or Fixed Rate Period, on the first Business Day immediately succeeding the last day of each Flexible Term Rate Period (but

only as to Bonds for which such Flexible Term Rate Period is applicable) and on each Conversion Date (an "Interest Payment Date") until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal and redemption premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts. Unless other arrangements are made pursuant to the Indenture (hereinafter defined), interest is payable by check drawn upon Manufacturers and Traders Trust Company, as Paying Agent (the "Paying Agent"), mailed on the Interest Payment Date (or, if such day is not a Business Day, the next succeeding Business Day) to the Owner hereof at the close of business on the Record Date immediately preceding each Interest Payment Date at the address of such Owner as it appears on the Register. Interest on this Bond shall be computed on the basis of a 365-day year (366 days in a leap year) for the actual days elapsed during any Weekly Rate Period, a 360-day year consisting of twelve months of thirty days each during any Long-Term Rate Period and a 360-day year for actual days elapsed during any Flexible Term Rate Period (calculated by multiplying the Principal Amount of Bonds by the interest rate, dividing that sum by 360, and multiplying that amount by the actual days elapsed). In any case where the date of maturity of interest on or premium, if any, or principal of this Bond or the date fixed for redemption of this Bond shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

This Bond shall be a limited obligation of the Issuer, the principal, interest and premium (if any) of which are payable solely from and secured by the Trust Estate described in the Indenture, including the moneys available to be drawn by the Trustee under any Credit Facility (as defined in the Indenture) that may be in effect from time to time to support payments due on or with respect to this Bond, all as described in and subject to limitations set forth in the Indenture, for the equal and ratable benefit of the Owners, from time to time of this Bond. This Bond and the interest thereon, the Purchase Price and redemption premium, if any, shall not be deemed to constitute or create an indebtedness, liability or obligation of the County of Lancaster, Pennsylvania, the Commonwealth of Pennsylvania or any political subdivision or agency thereof within the meaning of any state constitutional provision or statutory limitation or a pledge of the faith and credit or the taxing power of the County of Lancaster, Pennsylvania, the Commonwealth of Pennsylvania or any such political subdivision or agency.

THIS BOND IS A LIMITED OBLIGATION OF THE ISSUER AND IS PAYABLE SOLELY FROM THE SOURCES REFERRED TO HEREIN. THE BONDS ARE PAYABLE SOLELY FROM HOTEL TAX REVENUES AND OTHER SOURCES AVAILABLE THEREFOR AS DESCRIBED IN THE INDENTURE. THE ISSUER SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS EXCEPT FROM SAID HOTEL TAX REVENUES AND OTHER SOURCES. EXCEPT AS PROVIDED UNDER THE TERMS OF THE GUARANTY AGREEMENT FROM THE COUNTY OF LANCASTER, NEITHER THE COUNTY OF LANCASTER, THE COMMONWEALTH OF PENNSYLVANIA NOR ANY POLITICAL SUBDIVISION THEREOF IS OR SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THIS BOND, AND THIS BOND SHALL NOT BE OR BE DEEMED AN OBLIGATION OF THE COUNTY OF LANCASTER, THE COMMONWEALTH OF PENNSYLVANIA OR

ANY POLITICAL SUBDIVISION THEREOF. EXCEPT AS PROVIDED UNDER THE TERMS OF THE GUARANTY AGREEMENT FROM THE COUNTY OF LANCASTER, NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY OF LANCASTER, THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR THE INTEREST ON THIS BOND. THE ISSUER HAS NO TAXING POWER.

No recourse shall be had for the payment of the principal of or interest or any premium on this Bond, or for any claim based hereon or on the Indenture, against any member, director, officer or employee, past, present or future, of the Issuer or of any successor body, as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

This Bond is one of an authorized issue of Bonds issued in an aggregate principal amount of \$ _____. The Bonds are being issued under and secured by a Trust Indenture, dated as of August 1, 2014, between the Issuer and Manufacturers and Traders Trust Company as Trustee, Paying Agent and Registrar (the "Trustee") (as amended and supplemented from time to time in accordance with the terms thereof, collectively, the "Indenture"). Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the collection and disposition of revenues, a description of the funds charged with and pledged to the payment of the principal of and redemption premium, if any, and interest on the Bonds, the nature and extent of the security for the Bonds, the terms and conditions under which the Bonds are or may be issued, the rights, duties and obligations of the Issuer and of the Trustee and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Indenture.

The Bonds are issued by the Issuer for the purpose of financing a project (the "Project") consisting of the refunding of certain outstanding indebtedness of the Issuer originally issued to finance all or any of the following: (a) funding the design, acquisition, construction, furnishing and equipping of the Convention Center (as defined in the Indenture); (b) funding necessary reserves for the Project and the Bonds; (c) the establishment of necessary reserves and other funds under the Indenture; and (d) payment of the costs and expenses of issuance of the Bonds. The Bonds have been issued by the Issuer pursuant to the Act to aid in the financing of the Project to accomplish the public purposes of the Act.

Pursuant to the Indenture the Issuer has, for the benefit of the Owners of the Bonds, assigned, without recourse, representation or warranty, to the Trustee in trust the Trust Estate, which includes:

- (i) the Revenues;
- (ii) all moneys in the Hotel Tax Revenue Fund, the Bond Fund, the Surplus Fund and the Debt Service Reserve Fund, including proceeds of the Bonds pending disbursement thereof;

- (iii) payments received from the County pursuant to the Guaranty Agreement;
- (iv) all of the Issuer's rights, title and interest in the Security Documents;
- (v) all moneys available to be drawn by the Trustee under any Credit Facility that may be in effect from time to time to support payments due on or with respect to the Bonds;
- (vi) all of the proceeds of the foregoing, including without limitation investments thereof; and
- (vii) all other property of every name and nature from time to time hereafter by delivery or by writing mortgaged, pledged, delivered or hypothecated as and for additional security under this Indenture by the Issuer or by anyone on its behalf or with its written consent in favor of the Trustee.

[The Bonds are additionally secured by an irrevocable, direct-pay letter of credit (the "Original Credit Facility") from [CREDIT ISSUER] (the "Credit Provider"), in the amount of the aggregate principal amount of the Bonds Outstanding from time to time, plus [COVERAGE] days interest computed at an assumed interest rate of [CEILING RATE]% per annum, which Original Credit Facility will expire on [CREDIT EXPIRATION DATE], unless extended or earlier terminated in accordance with its terms. Under certain circumstances described in the Indenture, the Issuer may obtain an Alternate Credit Facility in substitution for the Original Credit Facility.]

The Bonds are issuable as fully registered Bonds in the principal amount of \$250,000 and multiples of \$5,000 in excess thereof, during any Short-Term Rate Period or Medium-Term Rate Period, and \$5,000 and integral multiples thereof, during any Fixed Rate Period (each an "Authorized Denomination"). This Bond, upon surrender hereof at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar executed by the Owner hereof or such Owner's attorney duly authorized in writing, may, at the option of the Owner hereof, be exchanged for an equal aggregate principal amount of Bonds of the same aggregate principal amount and tenor as the Bonds being exchanged and of any Authorized Denomination. This Bond may be registered or transferred as provided in the Indenture, subject to certain limitations therein contained, only upon the Register, and only upon surrender of this Bond for registration of transfer to the Registrar accompanied by a written instrument of transfer (in substantially the form of the assignment attached hereto) duly executed by the Owner hereof or such Owner's duly authorized attorney. Thereupon, one or more new Bonds of any Authorized Denomination and in the same aggregate principal amount and tenor as the Bond surrendered (or for which registration of transfer has been effected) will be issued to the designated transferee or transferees.

1. Interest Rates on Bonds.

(a) **Initial Rate -- General.** This Bond shall bear interest as provided in the Indenture. Interest accrued on this Bond shall be paid on each Interest Payment Date (or, if such day is not a Business Day, the next succeeding Business Day) commencing on the earlier of _____, 2014 or the immediately succeeding date of issuance of this Bond and the next succeeding Conversion Date. The interest rate on this Bond will be determined as provided in

the Indenture; provided, that no Rate shall exceed the lesser of (i) the Ceiling Rate and (ii) the maximum rate permitted by applicable law. The Rate shall be determined by the Remarketing Agent on or before the applicable Conversion Date.

(b) [**Determination of Rate.** After the determination of the Weekly Rate for the initial Weekly Interest Period, the applicable Rate shall be determined by the Remarketing Agent at the time and in the manner specified in the Indenture; provided that if for any reason such Rate is not established by the Remarketing Agent, no Remarketing Agent shall be serving as such under the Indenture or the Rate so established is held to be invalid or unenforceable, then the applicable Rate shall be determined as provided in the Indenture. The determination of any Rate in accordance with the terms of the Indenture shall be conclusive and binding absent manifest error.]

2. Tender of Bonds for Purchase.

(a) **Optional Tender.** Except as set forth in the Indenture, during any Weekly Rate Period, the Owners of the Bonds shall have the right to tender any such Bond (or portion thereof in an Authorized Denomination, provided that any Bond or portion thereof remaining is also in an Authorized Denomination) for purchase on any Optional Tender Date, but only upon:

(1) delivery to the Remarketing Agent at its principal office, not later than 4:00 p.m., Local Time, on the seventh (7th) day (or on the immediately preceding Business Day if such seventh (7th) day is not a Business Day) next preceding such Optional Tender Date, of an irrevocable written, telephonic (followed, if requested by the Remarketing Agent, by written or facsimile confirmation delivered to the Remarketing Agent no later than the close of business on the next succeeding Business Day), facsimile or telegraphic notice (with a written or facsimile copy to the Trustee) stating (i) that such Owner will tender for purchase all or any portion of such Owner's Bonds in an Authorized Denomination and the amount of Bonds to be tendered, and (ii) the Optional Tender Date on which such Bonds will be tendered; and

(2) delivery of such Bond (with an appropriate instrument of transfer duly executed in blank) to the Trustee at its principal office at or prior to 10:00 a.m., Local Time, on such Optional Tender Date; provided, however, that no Bond (or portion thereof) shall be purchased unless such Bond as delivered to the Trustee shall conform in all respects to the description thereof in the aforesaid notice.

Any election of an Owner to tender a Bond for purchase on an Optional Tender Date in accordance with the Indenture shall be irrevocable and shall be binding on the Owner making such election and on any transferee of such Owner.

(b) **Optional Tender By Beneficial Owners.** If the Bonds are held in a Book Entry System and bear interest at a Weekly Rate, a purchase notice pursuant to 2(a)(1) above may

be delivered by a Beneficial Owner. Such purchase notice must be delivered as set forth in 2(a)(1) above and must state that such Beneficial Owner will cause its beneficial interest (or portion thereof in an Authorized Denomination) to be tendered, the amount of such interest to be tendered, the Optional Tender Date on which such interest will be tendered and the identity of the Participant through which the Beneficial Owner maintains its interest. Upon delivery of such notice, the Beneficial Owner must make arrangements to have its beneficial ownership interest in the Bonds being tendered transferred to the Trustee at or prior to 10:00 a.m., on the Optional Tender Date, but need not otherwise comply with 2(a)(2) above.

(c) **Certain Required Tenders for Purchase.** Bonds are subject to mandatory tender for purchase as provided in the Indenture on any Mandatory Purchase Date (i.e., any Conversion Date, any Credit Modification Date, any Credit Facility Effective Date, the first Business Day immediately succeeding the last day of each Flexible Term Rate Period applicable to such Bond then bearing interest at a Flexible Term Rate and certain dates designated by the Credit Provider or the Issuer) at the Purchase Price thereof.

(d) **Bonds Deemed Tendered.** If (1) with respect to a Mandatory Purchase Date, an Owner fails to deliver such Bond to the Trustee on or before the Mandatory Purchase Date, or (2) with respect to an Optional Tender Date, an Owner gives notice pursuant to 2(a)(1) above to the Remarketing Agent and thereafter fails to deliver such Bonds (or portion thereof), to the Trustee, as required, then such Bond (or portion thereof) that is not delivered to the Trustee shall be deemed to have been properly tendered (such Bond being hereinafter referred to as an "Untendered Bond") and, to the extent that there shall be on deposit with the Paying Agent on the date purchase thereof is required as provided in the Indenture, an amount sufficient to pay the Purchase Price thereof, such Untendered Bond shall cease to constitute or represent a right to payment of principal or interest thereon and shall constitute and represent only the right to the payment of the Purchase Price payable on such date.

3. **Conversion of the Interest Rate Determination Method for the Bonds.** The Indenture provides that the Issuer may change the Interest Rate Determination Method for the Bonds, subject to the terms and conditions set forth therein.

4. **Issuance of an Initial Credit Facility or Alternate Credit Facility.** The Indenture provides that the Issuer may arrange for the issuance of an Initial Credit Facility or an Alternate Credit Facility, subject to the terms and conditions set forth therein.

5. **Optional Redemption.**

(a) **During a Short-Term Rate Period.** During any Weekly Rate Period, the Bonds are subject to redemption, at the direction of the Issuer, in whole on any Business Day or in part on any Interest Payment Date, at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date. During any Flexible Term Rate Period, each of the Bonds is subject to redemption, at the direction of the Issuer, in whole or in part, on any Interest Payment Date applicable to such Bond to be redeemed at a redemption price equal to the principal amount of such Bond plus accrued interest thereon to, but not including, the redemption date.

(b) **During a Long-Term Rate Period.** During any Long-Term Rate Period, the Bonds are subject to redemption, at the direction of the Issuer, in whole or in part, on any Interest Payment Date occurring on or after the First Day of Redemption Period as described below, at a redemption price equal to the principal amount thereof, plus a redemption premium (expressed as a percentage of principal amount) plus accrued interest thereon to, but not including, the redemption date as follows, provided, however, if a Credit Facility is then in effect, such redemption premium shall be paid only from Eligible Funds described in clause (i) of the definition of Eligible Funds on deposit in the Bond Fund, unless such Credit Facility provides for payment of such premium:

Length of Long-Term Rate Period From Conversion Date Until End of Rate Period Expressed in Years	First Day of Redemption Period	Redemption Premium as a Percentage of Principal Amount of Bonds
More than 15	10th Anniversary of Conversion Date	3% declining by 1% every year after the 10th Anniversary of the Conversion Date until reaching 0%, and thereafter 0%.
More than 10 but not more than 15	7th Anniversary of Conversion Date	3% declining by 1% every year after the 7th Anniversary of the Conversion Date until reaching 0%, and thereafter 0%
More than 5 but not more than 10	4th Anniversary of Conversion Date	2% declining by 1% every year after the 4th Anniversary of the Conversion Date until reaching 0%, and thereafter 0%.
5 or less	Bonds not redeemable pursuant to this paragraph	N/A

The above premiums may be changed upon the conversion to a Long-Term Rate upon the receipt of an opinion of Bond Counsel subject to and in accordance with the provisions of the Indenture.

6. **Extraordinary Optional Redemption.** The Bonds are subject to redemption in whole, at the direction of the Issuer, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date, on any date for which the requisite notice of redemption can be given, within one hundred eighty (180) days of the occurrence of certain events specified in the Indenture relating to damage or destruction of the Project or portions thereof, the taking by eminent domain of the Project or portions thereof, changes in law or other events that render continued operation of the Project uneconomical, legal curtailment of the use of the Project or the termination of the Indenture other than because of an event of default thereunder.

7. **Certain Mandatory Redemptions.** The Bonds are subject to mandatory redemption in whole at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon (and not including any premium which might otherwise be payable during any Long-Term Rate Period) to, but not including, the redemption date on any Business Day for which the requisite notice of redemption can be given within forty-five (45) days after the occurrence of a Determination of Taxability; provided, however, if mandatory redemption on account of a Determination of Taxability of less than all the Bonds would result, in the Opinion of Bond Counsel, in the interest on the Bonds Outstanding following such mandatory redemption not being includable in the gross income of the Owners of such Bonds Outstanding, then the Bonds are subject to mandatory redemption upon the occurrence of a Determination of Taxability in the amount specified in such opinion. [The Bonds also are subject to mandatory sinking fund redemption as provided in the Indenture.]

8. **Notice of Redemption.** Notice of redemption shall be mailed by the Trustee by first-class mail, postage prepaid, at least thirty (30) days before the redemption date to each Owner of the Bonds to be redeemed in whole or in part at such Owner's last address appearing on the Register, but no defect in or failure to give such notice of redemption shall affect the validity of the redemption. A notice of optional redemption may state that redemption of the Bonds is conditioned upon the deposit with the Trustee of sufficient Eligible Funds on or prior to the date selected for redemption to reimburse the Credit Provider for the drawing under the Credit Facility to redeem the Bonds or to pay any redemption premium, and that if sufficient Eligible Funds are not so available on the date selected for redemption, such call for redemption shall be revoked. All Bonds properly called for redemption will cease to bear interest on the date fixed for redemption, provided Eligible Funds for their redemption have been duly deposited with the Trustee pursuant to the Indenture and, thereafter, the Owners of such Bonds called for redemption shall have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

9. **Miscellaneous.** Under certain circumstances as described in the Indenture, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture.

Modifications or alterations to the Indenture or the Credit Facility may be made only to the extent and in the circumstances permitted by the Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture; provided, however, that nothing contained in the Indenture shall affect or impair any right of enforcement conferred on the Owner hereof by the Act to enforce (i) the payment of the principal of and premium, if any, and interest on this Bond at and after the maturity hereof, or (ii) the obligation of the Issuer to pay the principal of and premium, if any, and interest on this Bond to the Owner hereof at the time, place, from the source and in the manner as provided in the Indenture.

It is hereby certified that all acts, conditions and things required to happen, exist and be performed under the laws of the Commonwealth of Pennsylvania and under the Indenture precedent to and in the issuance of this Bond have happened, exist and have been performed as so required and that the issuance, authentication and delivery of this Bond have been duly authorized by the Issuer.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of its Chair or Vice Chair, and its corporate seal to be hereunto affixed or imprinted or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary.

LANCASTER COUNTY CONVENTION
CENTER AUTHORITY

By: _____

Name:

Title: (Vice) Chairman

Attest:

By: _____

Name:

Title: (Assistant) Secretary

(SEAL)

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds described in the within-mentioned Indenture and is hereby authenticated.

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Trustee

By: _____

Name: _____

Title: _____

Date of Authentication: _____, 2014

FORM FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ (Tax Identification or Social Security No. _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company or pursuant to a recognized signature medallion program.

[End of Form of Bond]

EXHIBIT B

FORM OF BOND
(for Index Interest Rate Period Only)

REGISTERED

Number R-1

REGISTERED

***\$ _____ ***

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
LANCASTER COUNTY CONVENTION CENTER AUTHORITY
HOTEL ROOM RENTAL TAX REVENUE BOND
SERIES OF 2014

TRANSFER RESTRICTED

**THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE
WITH SECTION 2.14 OF THE INDENTURE AND AS PROVIDED HEREIN.**

Interest Rate

Maturity Date

Issue Date

CUSIP

December 1, _____ August 1, 2014

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ MILLION _____ HUNDRED _____
THOUSAND DOLLARS (\$ _____)

FOR VALUE RECEIVED, LANCASTER COUNTY CONVENTION CENTER AUTHORITY (the "Issuer"), a public body corporate and politic, duly created under the Third Class County Convention Center Authority Act, Act of December 27, 1994, P.L. 1375, as amended (the "Act"), hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof (each, an "Owner"), at the designated office of the Paying Agent named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the rates determined as set forth herein from the Issue Date specified above, but only from the sources and in the manner hereinafter provided on the first Business Day of each calendar month and on each Conversion Date (an "Interest Payment Date") until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal and redemption premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts. The Issuer and the Trustee have agreed that all amounts payable to the Owner with respect to any Bond held by the Owner shall be made to the Owner (without any

presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon, provided, that the records of the Registrar shall be conclusive regarding such payments) in such manner or at such address in the United States as may be designated by the Owner in writing to the Trustee and the Issuer. Interest on this Bond shall be computed on the basis of a 365-day year (366 days in a leap year) for the actual days elapsed during any SIFMA Index Rate Period and a 360-day year for the actual days elapsed during any LIBOR Index Rate Period. Partial payments of the principal on this Bond may be noted on the Table of Partial Redemptions attached herein in lieu of surrendering this Bond in connection with such payment. In any case where the date of maturity of interest on or premium, if any, or principal of this Bond or the date fixed for redemption of this Bond shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

This Bond shall be a limited obligation of the Issuer, the principal, interest and premium (if any) of which are payable solely from and secured by the Trust Estate described in the Indenture, including the moneys available to be drawn by the Trustee under any Credit Facility (as defined in the Indenture) that may be in effect from time to time to support payments due on or with respect to this Bond, all as described in and subject to limitations set forth in the Indenture, for the equal and ratable benefit of the Owners, from time to time of this Bond. This Bond and the interest thereon, the Purchase Price and redemption premium, if any, shall not be deemed to constitute or create an indebtedness, liability or obligation of the County of Lancaster, Pennsylvania, the Commonwealth of Pennsylvania or any political subdivision or agency thereof within the meaning of any state constitutional provision or statutory limitation or a pledge of the faith and credit or the taxing power of the County of Lancaster, Pennsylvania, the Commonwealth of Pennsylvania or any such political subdivision or agency.

THIS BOND IS A LIMITED OBLIGATION OF THE ISSUER AND IS PAYABLE SOLELY FROM HOTEL TAX REVENUES AND OTHER SOURCES AVAILABLE THEREFOR AS DESCRIBED IN THE INDENTURE. THE ISSUER SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BONDS EXCEPT FROM SAID HOTEL TAX REVENUES AND OTHER SOURCES. EXCEPT AS PROVIDED UNDER THE TERMS OF THE GUARANTY AGREEMENT FROM THE COUNTY OF LANCASTER, NEITHER THE COUNTY OF LANCASTER, THE COMMONWEALTH OF PENNSYLVANIA NOR ANY POLITICAL SUBDIVISION THEREOF IS OR SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THIS BOND, AND THIS BOND SHALL NOT BE OR BE DEEMED AN OBLIGATION OF THE COUNTY OF LANCASTER, THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION THEREOF. EXCEPT AS PROVIDED UNDER THE TERMS OF THE GUARANTY AGREEMENT FROM THE COUNTY OF LANCASTER, NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY OF LANCASTER, THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR THE INTEREST ON THIS BOND. THE ISSUER HAS NO TAXING POWER.

No recourse shall be had for the payment of the principal of or interest or any premium on this Bond, or for any claim based hereon or on the Indenture, against any member, director, officer or employee, past, present or future, of the Issuer or of any successor body, as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

This Bond is one of an authorized issue of Bonds issued in an aggregate principal amount equal to the Stated Principal Amount. The Bonds are being issued under and secured by a Trust Indenture, dated as of August 1, 2014, between the Issuer and Manufacturers and Traders Trust Company, as trustee (the "Trustee") (as amended and supplemented from time to time in accordance with the terms thereof, collectively, the "Indenture"). Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the collection and disposition of revenues, a description of the funds charged with and pledged to the payment of the principal of and redemption premium, if any, and interest on the Bonds, the nature and extent of the security for the Bonds, the terms and conditions under which the Bonds are or may be issued, the rights, duties and obligations of the Issuer and of the Trustee and the rights of the Owners of the Bonds, and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Indenture.

The Bonds are issued by the Issuer for the purpose of financing a project (the "Project") consisting of the refunding of certain outstanding indebtedness of the Issuer originally issued to finance all or any of the following: (a) funding the design, acquisition, construction, furnishing and equipping of the Convention Center (as defined in the Indenture); (b) funding necessary reserves for the Project and the Bonds; (c) the establishment of necessary reserves and other funds under the Indenture; and (d) payment of the costs and expenses of issuance of the Bonds. The Bonds have been issued by the Issuer pursuant to the Act to aid in the financing of the Project to accomplish the public purposes of the Act.

Pursuant to the Indenture the Issuer has, for the benefit of the Owners of the Bonds, assigned, without recourse, representation or warranty, to the Trustee in trust the Trust Estate, which includes:

- (i) the Revenues;
- (ii) all moneys in the Hotel Tax Revenue Fund, the Bond Fund, the Surplus Fund and the Debt Service Reserve Fund, including proceeds of the Bonds pending disbursement thereof;
- (iii) payments received from the County pursuant to the Guaranty Agreement;
- (iv) all of the Issuer's rights, title and interest in the Security Documents;
- (v) all moneys available to be drawn by the Trustee under any Credit Facility that may be in effect from time to time to support payments due on or with respect to the Bonds;
- (vi) all of the proceeds of the foregoing, including without limitation investments thereof; and

(vii) all other property of every name and nature from time to time hereafter by delivery or by writing mortgaged, pledged, delivered or hypothecated as and for additional security under this Indenture by the Issuer or by anyone on its behalf or with its written consent in favor of the Trustee.

The Bonds are issuable as fully registered Bonds in the principal amount of \$250,000 and multiples of \$5,000 in excess thereof (an "Authorized Denomination"). This Bond, upon surrender hereof at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar executed by the Owner hereof or such Owner's attorney duly authorized in writing, may, at the option of the Owner hereof, be exchanged for an equal aggregate principal amount of Bonds of the same aggregate principal amount and tenor as the Bonds being exchanged and of any Authorized Denomination. This Bond may be registered or transferred as provided in the Indenture, subject to certain limitations therein contained, only upon the Register, and only upon surrender of this Bond for registration of transfer to the Registrar accompanied by a written instrument of transfer (in substantially the form of the assignment attached hereto) duly executed by the Owner hereof or such Owner's duly authorized attorney. Thereupon, one or more new Bonds of any Authorized Denomination and in the same aggregate principal amount and tenor as the Bond surrendered (or for which registration of transfer has been effected) will be issued to the designated transferee or transferees.

1. **Interest Rates on Bonds.**

(a) **Initial Rate -- General.** Interest accrued on this Bond shall be paid on each Interest Payment Date (or, if such day is not a Business Day, the next succeeding Business Day) commencing on the earlier of the first Interest Payment Date following the Issue Date or the first Conversion Date. Except as provided further herein, this Bond shall initially bear interest at the LIBOR Index Rate; provided that the interest rate on this Bond shall not exceed the maximum rate permitted by applicable law. The Index Interest Rate shall be determined as follows:

(1) (A) During each SIFMA Index Rate Period, this Bond shall bear interest at the SIFMA Index Rate unless a Taxable Date has occurred. The Calculation Agent shall determine the SIFMA Index Rate on each Computation Date during the SIFMA Index Rate Period, and such rate shall become effective on the SIFMA Rate Reset Date next succeeding such Computation Date.

(2) (B) During each LIBOR Index Rate Period, this Bond shall bear interest at the LIBOR Index Rate unless a Taxable Date has occurred. The Calculation Agent shall determine the LIBOR Index Rate on each Computation Date and such rate shall become effective on the LIBOR Index Reset Date next succeeding such Computation Date, and interest at such rate shall accrue each day during such LIBOR Index Rate Period, commencing on and including the first day of such period to but excluding the last day of such period.

From and after any Taxable Date, the interest rate on this Bond shall be established at a rate at all times equal to the Taxable Rate.

(b) **Interest Rate upon Event of Default.** Notwithstanding the foregoing but subject to the interest rate limitations of the first sentence of **Section 1(a)**, upon the occurrence and continuation of an Event of Default, from and after the effective date of such Event of Default, the interest rate for this Bond shall be established at a rate at all times equal to the greater of (i) the Default Rate and (ii) the interest rate that otherwise would be applicable to this Bond but for the provisions of this paragraph. The determination of any Index Interest Rate by the Calculation Agent shall be conclusive and binding upon the Issuer, the Trustee, the Paying Agent and the Owner absent manifest error.

2. **Tender of Bonds for Purchase.** The Bonds are subject to mandatory tender for purchase prior to the Maturity Date as set forth in the Indenture.

3. **Conversion of the Interest Rate Determination Method for the Bonds.** The Indenture provides that the Issuer may change the Interest Rate Determination Method for the Bonds, subject to the terms and conditions set forth therein.

4. **Redemption.** Subject to any limitations set forth in the Continuing Covenant Agreement, the Bonds are subject to mandatory redemption, optional redemption, extraordinary optional redemption and mandatory sinking fund redemption as set forth in the Indenture. Notice of redemption shall be given as provided in the Indenture.

5. **Miscellaneous.** Under certain circumstances as described in the Indenture, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Indenture.

Modifications or alterations to the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture; provided, however, that nothing contained in the Indenture shall affect or impair any right of enforcement conferred on the Owner hereof by the Act to enforce (i) the payment of the principal of and premium, if any, and interest on this Bond at and after the maturity hereof, or (ii) the obligation of the Issuer to pay the principal of and premium, if any, and interest on this Bond to the Owner hereof at the time, place, from the source and in the manner as provided in the Indenture.

It is hereby certified that all acts, conditions and things required to happen, exist and be performed under the laws of the Commonwealth of Pennsylvania and under the Indenture precedent to and in the issuance of this Bond have happened, exist and have been performed as so required and that the issuance, authentication and delivery of this Bond have been duly authorized by the Issuer.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

[Remainder of page intentionally left blank]

icc.ca.com

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of its Chair or Vice Chair, and its seal to be hereunto affixed or imprinted or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary.

LANCASTER COUNTY CONVENTION
CENTER AUTHORITY

By _____
Name: Kevin F. Fry
Title: Chairman

Attest: _____
Name: Sharron Nelson
Title: Secretary

AUTHENTICATION CERTIFICATE

This Bond is one of the Bonds described in the within-mentioned Indenture and is hereby authenticated.

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Trustee

By _____
Name
Title

Date of Authentication: _____, 2014

* * * * *

FORM FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto _____ (Tax Identification or Social Security No. _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company or pursuant to a recognized signature medallion program.

EXHIBIT C

CONVERSION NOTICE

[Name and Address of Holder]

This Conversion Notice is delivered pursuant to that certain Trust Indenture dated as of August 1, 2014 (the "Indenture"), between Manufacturers and Traders Trust Company, as trustee (the "Trustee"), and Lancaster County Convention Center Authority (the "Issuer"), relating to the Issuer's \$ _____ principal amount Hotel Room Rental Tax Revenue Bonds, Series of 2014 (the "Bonds"). You are hereby notified that:

1. The Issuer has elected to change the Interest Rate Determination Method pertaining to the Bonds to a new Interest Rate Determination Method (or the interest rate applicable during a Medium-Term Rate Period to a new interest rate during a new Medium-Term Rate Period, or from an Index Interest Rate Period to a new Index Interest Rate Period).

2. The proposed Conversion Date shall be _____.

3. As a result of the proposed conversion, a Mandatory Purchase Date, as defined in the Indenture, shall occur and the Bonds shall be subject to mandatory tender for purchase at the Purchase Price thereof, as defined in the Indenture.

4. If certain conditions set forth in the Indenture are not satisfied or if the conversion is revoked, the Interest Rate Determination Method shall not be changed.

5. All Bonds should be presented to the Trustee at [_____].

6. Holders have no right to retain Bonds subject to mandatory tender. The Bonds will be remarketed by [_____] as Remarketing Agent. Holders interested in repurchasing Bonds on the Conversion Date may contact the Remarketing Agent at [_____].

7. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: _____

EXHIBIT D

NOTICE OF CREDIT MODIFICATION DATE

[Name and Address of Holder]

This Notice of Credit Modification Date is delivered pursuant to that certain Trust Indenture dated as of August 1, 2014 (the "Indenture"), between Manufacturers and Traders Trust Company, as trustee (the "Trustee"), and Lancaster County Convention Center Authority (the "Issuer"), relating to the Issuer's Hotel Room Rental Tax Revenue Bonds, Series of 2014 issued in the original principal amount of \$_____ (the "Bonds"). You are hereby notified that:

1. The undersigned Trustee is Trustee under the Indenture.
2. A Credit Modification Date, as defined in the Indenture, shall occur on _____ and Bonds shall be subject to mandatory tender for purchase at the Purchase Price thereof, as defined in the Indenture.
3. [The Issuer intends to deliver an Initial Credit Facility/Alternate Credit Facility issued by _____ on the Credit Modification Date. Upon acceptance by the Trustee of the Initial Credit Facility/Alternate Credit Facility, [the ratings on the Bonds from _____ are anticipated to be _____/the Bonds are not expected to be rated]. If certain conditions set forth in the Indenture are not satisfied, the Trustee shall not accept the Initial Credit Facility/Alternate Credit Facility.]
4. All Bonds should be presented to the Trustee at [_____].
5. Holders have no right to retain Bonds subject to mandatory tender. The Bonds will be remarketed by [_____] as Remarketing Agent. Holders interested in repurchasing Bonds on the Credit Modification Date may contact the Remarketing Agent at [_____].
6. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: _____

EXHIBIT E

NOTICE OF MANDATORY PURCHASE DATE

[Name and Address of Holder]

This Notice of Mandatory Purchase Date is delivered pursuant to that certain Trust Indenture dated as of August 1, 2014 (the "Indenture"), between Manufacturers and Traders Trust Company, as trustee (the "Trustee"), and Lancaster County Convention Center Authority (the "Issuer"), relating to the Issuer's \$ _____ principal amount of Hotel Room Rental Tax Revenue Bonds, Series of 2014 (the "Bonds"). You are hereby notified that:

1. The undersigned Trustee is Trustee under the Indenture.
2. [The Issuer, with the consent of the Remarketing Agent and the Credit Provider, if any, has designated _____ as a Mandatory Purchase Date.] [The Purchaser has notified the Issuer that the Issuer is required to purchase the Bonds at the Purchase Price on an Index Interest Rate Period Purchase Date. Under the terms of the Indenture, _____ has been designated as a Mandatory Purchase Date and Index Interest Rate Period Purchase Date.] [The Credit Provider has notified the Trustee that an event of default under the Reimbursement Agreement has occurred and is continuing and has requested that the Bonds be required to be tendered for purchase. Under the terms of the Indenture, _____ has been designated as a Mandatory Purchase Date.] [The Purchaser has notified the Trustee that an event of default under the Continuing Covenant Agreement has occurred and is continuing and has requested that the Bonds be required to be tendered for purchase. Under the terms of the Indenture, _____ has been designated as a Mandatory Purchase Date.] The Bonds are subject to mandatory tender for purchase at the Purchase Price thereof, as defined in the Indenture, on such date.
3. All Bonds should be presented to the Trustee at [_____].
4. Holders have no right to retain Bonds subject to mandatory tender. [The Bonds will be remarketed by [_____] as Remarketing Agent. Holders interested in repurchasing Bonds on the Mandatory Purchase Date may contact the Remarketing Agent at [_____]].
5. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Indenture.

Very truly yours,

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: _____

EXHIBIT F
FORM OF INVESTOR LETTER

[Date of Purchase]

Lancaster County Convention Center Authority
25 South Queen Street
Lancaster, PA 17603

Re: Lancaster County Convention Center Authority
\$ _____ Hotel Room Rental Tax Revenue Bonds
Series of 2014

Ladies and Gentlemen:

Wells Fargo Bank, National Association (the "Purchaser") has agreed to purchase the above referenced bonds (the "Bonds") in the aggregate principal amount of \$ _____ which were issued in the original aggregate principal amount of \$ _____ by Lancaster County Convention Center Authority (the "Issuer") bearing the Index Interest Rate as set forth in the Trust Indenture dated as of August 1, 2014 the ("Indenture"), between the Issuer and Manufacturers and Traders Trust Company, as trustee (the "Trustee"). All capitalized terms used herein, but not defined herein, shall have the respective meanings set forth in the Indenture. The undersigned, an authorized representative of the Purchaser, hereby represents to you that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Bonds.
2. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.
3. The undersigned is a duly appointed, qualified and acting representative of the Purchaser and is authorized to cause the Purchaser to make the certifications, representations and warranties contained herein by execution of this letter on behalf of the Purchaser.
4. The Purchaser is either a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act"), or an "accredited investor" as defined in Rule 501 of Regulation D under the 1933 Act and is able to bear the economic risks of such investment.
5. The Purchaser understands that no official statement, prospectus, offering circular, or other comprehensive offering statement is being provided with respect to the Bonds. The Purchaser has made its own inquiry and analysis with respect to the Issuer, the Project, the Bonds

and the security therefor, and other material factors affecting the security for and payment of the Bonds.

6. The Purchaser acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, regarding the Issuer, to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the Project, the Bonds and the security therefor, so that as a reasonable investor, it has been able to make its decision to purchase the Bonds.

7. The Purchaser understands that the Bonds (i) are not registered under the 1933 Act and are not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) are not listed on any stock or other securities exchange, and (iii) carry no rating from any credit rating agency.

8. The Bonds are being acquired by the Purchaser for investment for its own account and not with a present view toward resale or distribution; provided, however, that the Purchaser reserves the right to sell, transfer or redistribute the Bonds, but agrees that any such sale, transfer or distribution by the Purchaser shall be to a Person:

- (a) that is an affiliate of the Purchaser;
- (b) that is a trust or other custodial arrangement established by the Purchaser or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institution buyers or accredited investors;
- (c) that the Purchaser reasonably believes to be a qualified institutional buyer or accredited investor; or
- (d) who executes an investor letter substantially in the form of this letter.

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By _____
Name _____
Title _____

EXHIBIT G

FORM OF
INDEX INTEREST RATE PERIOD CONVERSION NOTICE

[DATE]

[TRUSTEE]
[ADDRESS]
Attention:

Re: Lancaster County Convention Center Authority
\$ _____ Hotel Room Rental Tax Revenue Bonds
Series of 2014

Ladies and Gentlemen:

Reference is hereby made to that:

A. Trust Indenture, dated as of August 1, 2014 (the "Indenture"), between Lancaster County Convention Center Authority (the "Issuer") and Manufacturers and Traders Trust Company, as Trustee;

B. Continuing Covenant Agreement dated as of August 1, 2014 (the "Continuing Covenant Agreement") between the Issuer and Wells Fargo Municipal Capital Strategies, LLC, as Purchaser (the "Purchaser").

All capitalized terms contained herein which are not specifically defined shall have the meanings assigned to such terms in the Indenture.

The Issuer hereby elects, pursuant to Section 2.04(b) of the Indenture, to change the Interest Rate Determination Method for the Bonds to a new Interest Rate Determination Method as follows:

1. Conversion Date: _____.
2. New Interest Rate Determination Method: Index Interest Rate Period.
3. New Index Interest Rate Period Purchase Date _____.
4. New Index Interest Rate: [LIBOR Index Rate] [SIFMA Index Rate].
5. New Applicable Factor: _____%.
6. New Applicable Spread: _____ basis points (____%)[

[INCLUDE OPTIONAL AND SINKING FUND PROVISIONS]

In accordance with Section 2.04(c) of the Indenture, the Issuer shall deliver to the Purchaser and the Trustee by 10:00 a.m., Local Time, on the proposed Conversion Date specified above an Approving Opinion.

Very truly yours,

LANCASTER COUNTY CONVENTION
CENTER AUTHORITY

By _____
Name _____
Title _____

The Purchaser hereby agrees, subject to the satisfaction all requirements of the Indenture, to purchase the Bonds in the new Index Interest Rate Period upon the foregoing terms on the Conversion Date.

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC, as Purchaser

By _____
Name _____
Title _____