

SECOND SUPPLEMENTAL TRUST INDENTURE

BY AND BETWEEN

LANCASTER COUNTY CONVENTION CENTER AUTHORITY

AND

MANUFACTURERS AND TRADERS TRUST COMPANY,

AS TRUSTEE

DATED AS OF JUNE 26, 2020

RELATING TO

\$62,595,000

**LANCASTER COUNTY CONVENTION CENTER AUTHORITY
HOTEL ROOM RENTAL TAX REVENUE BONDS, SERIES OF 2014**

SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE, dated as of June 26, 2020, is made and entered into by and between LANCASTER COUNTY CONVENTION CENTER AUTHORITY, a body public and corporate and a public instrumentality of the Commonwealth of Pennsylvania (the “Issuer”), and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York banking corporation with trust powers, as trustee, and its successors and assignees (the “Trustee”).

WITNESSETH:

A. Pursuant to the Act, the Issuer has heretofore authorized and approved the Project and the financing thereof through the issuance of the Bonds and the use of the proceeds thereof to finance costs of the Project;

B. The Bonds were issued under and secured by the Original Indenture;

C. The Issuer has determined to amend Section 5.01(a) of the Original Indenture to, among other things, permit the deposit of additional monies into the Hotel Tax Revenue Fund created under the Original Indenture;

D. Pursuant to Section 8.02 of the Original Indenture, the Issuer is empowered and authorized to execute and deliver this Second Supplemental Indenture with the consent of the Purchaser as the Holder of a majority in aggregate principal amount of the Bonds then Outstanding;

E. The Purchaser has consented in writing to the execution and delivery of this Second Supplemental Indenture; and

F. All acts and conditions required to happen, exist and be performed precedent to the execution and delivery of this Second Supplemental Indenture have happened, exist and have been performed.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby amend and supplement the Original Indenture as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Incorporation of Definitions. Except as provided in the recitals hereto and as amended by Section 1.02 of this Second Supplemental Indenture, capitalized terms and phrases used herein shall have the meanings specified in the Original Indenture, unless the context clearly otherwise requires.

SECTION 1.02 Definitions. Terms and phrases defined in this Section 1.02, including amended and restated terms from the Original Indenture, for all purposes of the Indenture, shall have the following meanings, unless the context clearly requires otherwise:

“*Original Indenture*” means the Trust Indenture dated as of August 1, 2014, as amended and supplemented by a First Supplemental Trust Indenture dated as of December 3, 2018, each between the Issuer and the Trustee.

“*Second Supplemental Indenture*” means this Second Supplemental Trust Indenture, between the Issuer and the Trustee, as the same may be amended or supplemented from time to time as permitted hereby.

ARTICLE II

AMENDMENTS TO ORIGINAL INDENTURE

SECTION 2.01 Hotel Tax Revenue Fund. The first paragraph of Section 5.01(a) of the Original Indenture is hereby amended by the addition of the following sentence at the end of such paragraph:

“In addition to the Hotel Tax Revenues, the Authority is authorized to deposit into the Hotel Tax Revenue Fund at its discretion any monies for which the Trustee has received an opinion of Bond Counsel to the effect that the deposit of such monies into the Hotel Tax Revenue Fund and application of such monies to pay the principal of and interest on the Bonds will not adversely affect any applicable exemption from federal income taxation of the interest on any Outstanding Bonds. For the avoidance of doubt, any such additional monies deposited into the Hotel Tax Revenue Fund shall be subject to the pledge and security interest created by this Section 5.01(a) and shall be transferred from the Hotel Tax Revenue Fund in accordance with Section 5.01(b) hereof.”

ARTICLE III

MISCELLANEOUS

SECTION 3.01 Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

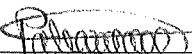
SECTION 3.02 Confirmation of Original Indenture. Except as supplemented or amended by this Second Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed, and the said Original Indenture and this Second Supplemental Indenture shall be read and construed together as a single instrument. All of the rights, remedies, terms, conditions, covenants and agreements of the Original Indenture, as supplemented and amended hereby, shall apply and remain in full force and effect with respect to this Second Supplemental Indenture and the Bonds. In the event of any conflict between the provisions of the Original Indenture and this Second Supplemental Indenture, the provisions of this Second Supplemental Indenture shall prevail.


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IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be executed 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

Attest: 
Asst. Secretary

By: 
Chair

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Trustee

By: _____
Authorized Officer

[Signature page to Second Supplemental Trust Indenture]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be executed 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

Attest: _____
Secretary

By: _____
Chair

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Trustee

By: Alphonse C. Miller
Authorized Officer

[Signature page to Second Supplemental Trust Indenture]

CONSENT OF PURCHASER

The undersigned duly authorized officer of Wells Fargo Municipal Capital Strategies, LLC hereby (a) certifies that it is the owner of 100% of the Outstanding principal amount of the Lancaster County Convention Center Authority's Hotel Room Rental Tax Revenue Bonds, Series of 2014; (b) consents to the execution and delivery by the Lancaster County Convention Center Authority (the "Authority") and Manufactures and Traders Trust Company, as trustee (the "Trustee"), of the foregoing Second Supplemental Trust Indenture (the "Second Supplemental Indenture"); and (c) waives the requirement for notice of the proposed execution of the Second Supplemental Indenture required by Section 8.06 of the Trust Indenture dated as of August 1, 2014, as amended and supplemented, between the Authority and the Trustee.

WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC

By 

Name: Matthew N. Antunes

Title: Vice President

[Signature page to Consent of Purchaser]