

## JOINT CONTINUING DISCLOSURE AGREEMENT

This Joint Continuing Disclosure Agreement, dated December 1, 2022 (the “Disclosure Agreement”), is executed and delivered by and among the LANCASTER COUNTY CONVENTION CENTER AUTHORITY (the “Authority”) and the COUNTY OF LANCASTER, PENNSYLVANIA (the “County”) in connection with the issuance of by the Authority of its (a) \$6,755,000 Hotel Room Rental Tax Revenue Bonds, Series A of 2022 (Federally Taxable) (the “Series A of 2022 Bonds”) and (b) \$62,730,000 Hotel Room Rental Tax Revenue Bonds, Series B of 2022 (the “Series B of 2022 Bonds” and together with the Series A of 2022 Bonds, the “Bonds”). The Bonds are being issued pursuant to a Trust Indenture, dated as of December 1, 2022 (the “Indenture”), between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”). The Authority and the County covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority and the County for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule (hereinafter defined).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean, any Annual Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement, with respect to the Authority, and any Annual Report provided by the County pursuant to, and as described in, Sections 5 and 6 of this Disclosure Agreement, with respect to the County.

“Bondholders” or “Holders” shall mean the registered owners of the Bonds and, if registered in the name of Cede & Co., through The Depository Trust Company, New York, New York (“DTC”), any Beneficial Owners (as such term is used by DTC to define holders other than nominees) of the Bonds, unless the Rule, or an authoritative interpretation thereof by the Securities and Exchange Commission (the “Commission”) or its staff, does not require this Disclosure Agreement to be for the benefit of such Beneficial Owners.

“Commission” shall mean the Securities and Exchange Commission.

“Dissemination Agent” shall mean any person or entity designated from time to time in writing by the Authority or the County and which has filed with the Authority or the County a written acceptance of such designation and of the duties of the Dissemination Agent under this Disclosure Agreement.

“EMMA” shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the MSRB for purposes of the Rule as further described in Section 15 hereof.

“Filing” shall mean, as applicable, any Annual Report or Listed Event filing or any other notice or report made public under this Disclosure Agreement made with each

NRMSIR or the MSRB and the SID, if any, together with a completed copy of a cover sheet in such form acceptable to each NRMSIR, the MSRB or SID, if applicable, describing the event by checking the box in said form when filing pursuant to the pertinent sections of this Disclosure Agreement.

“Financial Obligation” shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Listed Events” shall mean any of the events listed in Section 7(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board, or any successor thereto for purposes of the Rule.

“NRMSIR” shall mean any Nationally Recognized Municipal Securities Information Repository recognized for purposes of the Rule and the MSRB, as reflected on the website of the Securities and Exchange Commission at [www.sec.gov](http://www.sec.gov). **As of the date of this Disclosure Agreement, the sole NRMSIR shall be the MSRB, through the operation of EMMA, as provided in Section 15 hereof.**

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each NRMSIR and the SID, if any.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SID” shall mean any public or private state information depository or entity designated by the Commonwealth of Pennsylvania as a state information depository for the purpose of the Rule, if any. As of the date of this Disclosure Agreement, no SID has been designated.

### SECTION 3. Provision of Annual Reports of the Authority.

(a) The Authority shall not later than 275 days after the end of each fiscal year of the Authority, commencing with the fiscal year ending December 31, 2022, provide directly or through the Dissemination Agent to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. In connection therewith, not later than fifteen (15) Business Days prior to said date, the Authority shall provide the Annual Report to the Dissemination Agent (if one has been designated by the Authority under this Disclosure Agreement). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided, however, that if the audited financial statements of the Authority for the most recent completed fiscal year are not available

to be included in the Annual Report, such audited financial statements may be submitted separately from the balance of the Annual Report, as provided in the following paragraph.

If the audited financial statements for the most recent fiscal year are not available as of the date on which the Annual Report is to be filed, the audited financial statements shall be filed separately with EMMA as soon as they are available, and the Annual Report, when filed, shall contain a statement to that effect and a statement of the date by which the Authority reasonably expects the audited financial statements to become available.

(b) If the Authority is unable to provide an Annual Report by the date required in subsection (a), the Authority shall send or cause the Dissemination Agent to send, in a timely manner, a notice to each NRMSIR and the SID, if any, in substantially the form attached as Exhibit A.

(c) The Authority or the Dissemination Agent, if applicable, shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each NRMSIR and the SID, if any; and

(ii) if a Dissemination Agent has been designated hereunder, file a report with the Authority certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing each Repository to which it was provided.

(iii) The Authority shall promptly file a notice of any change in its fiscal year and the new annual filing date with each NRMSIR and the SID, if any.

(d) If the Dissemination Agent does not receive the Annual Report from the Authority by the fifteenth Business Day specified in Section 3(a) above, the Dissemination Agent shall provide a written reminder notice to the Authority with respect to the Authority's obligations under Section 3(a) above no later than five (5) Business Days after such fifteenth Business Day.

SECTION 4. Content of Annual Reports of the Authority. The Authority's Annual Report shall contain or incorporate by reference the following:

(a) the Authority's financial statements for the most recent fiscal year, prepared in accordance with generally accepted accounting principles for local government units; and

(b) an update of the information contained in Appendix A to the Official Statement dated November 15, 2022, under the section entitled "Annual Hotel Tax Revenue Receipts".

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Authority or related public entities, which have been submitted to each Repository. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Authority shall clearly identify each such other document so incorporated by reference. The Authority reserves the right to

modify from time to time specific types of information provided hereunder or the format of the presentation of such information, to the extent necessary or appropriate; provided, however, that any such modification will be done in a manner consistent with the Rule.

SECTION 5. Provision of Annual Reports of the County.

(a) The County shall not later than 275 days after the end of each fiscal year of the County, commencing with the fiscal year ending December 31, 2022, provide directly or through the Dissemination Agent to each Repository an Annual Report which is consistent with the requirements of Section 6 of this Disclosure Agreement. In connection therewith, not later than fifteen (15) Business Days prior to said date, the County shall provide the Annual Report to the Dissemination Agent (if one has been designated by the County under this Disclosure Agreement). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 6 of this Disclosure Agreement; provided, however, that if the audited financial statements of the County for the most recent completed fiscal year are not available to be included in the Annual Report, such audited financial statements may be submitted separately from the balance of the Annual Report, as provided in the following paragraph.

If the audited financial statements for the most recent fiscal year are not available as of the date on which the Annual Report is to be filed, the audited financial statements shall be filed separately with EMMA as soon as they are available, and the Annual Report, when filed, shall contain a statement to that effect and a statement of the date by which the County reasonably expects the audited financial statements to become available.

(b) If the County is unable to provide an Annual Report by the date required in subsection (a), the County shall send or cause the Dissemination Agent to send, in a timely manner, a notice to each NRMSIR and the SID, if any, in substantially the form attached as Exhibit B.

(c) The County or the Dissemination Agent, if applicable, shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each NRMSIR and the SID, if any; and

(ii) if a Dissemination Agent has been designated hereunder, file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing each Repository to which it was provided; and

(iii) The County shall promptly file a notice of any change in its fiscal year and the new annual filing date with each NRMSIR and the SID, if any.

(d) If the Dissemination Agent does not receive the Annual Report from the County by the fifteenth Business Day specified in Section 5(a) above, the Dissemination Agent shall provide a written reminder notice to the County with respect to the County's obligations under Section 5(a) above no later than five (5) Business Days after such fifteenth Business Day.

SECTION 6. Content of Annual Reports of the County. The County Annual Report shall contain or incorporate by reference the following:

(a) the County's financial statements for the most recent fiscal year, prepared in accordance with generally accepted accounting principles for local government units and audited in accordance with generally accepted auditing standards;

(b) a summary of the County's budget for the current fiscal year;

(c) the aggregate assessed value and market value of all taxable real estate for the current fiscal year;

(d) the taxes and millage rates imposed for the current fiscal year;

(e) the real property tax collection results for the most recent fiscal year, including (1) the real estate levy imposed (expressed both as a millage rate and an aggregate dollar amount), (2) the dollar amount of real estate taxes collected that represented current collections (expressed both as a percentage of such fiscal year's levy and as an aggregate dollar amount), (3) the amount of real estate taxes collected that represented taxes levied in prior years (expressed as an aggregate dollar amount), and (4) the total amount of real estate taxes collected (expressed both as a percentage of the current year's levy and as an aggregate dollar amount); and

(f) a list of the ten (10) largest real estate taxpayers and, for each, the total assessed value of real estate for the current fiscal year.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the County or related public entities, which have been submitted to each Repository. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County shall clearly identify each such other document so incorporated by reference. The County reserves the right to modify from time to time specific types of information provided hereunder or the format of the presentation of such information, to the extent necessary or appropriate; provided, however, that any such modification will be done in a manner consistent with the Rule.

SECTION 7. Reporting of Significant Events.

(a) The occurrence of any of the following events with respect to a particular series of Bonds, constitutes a "Listed Event" only with respect to such series of Bonds. This Section 7 shall govern the giving of notices of the occurrence of any of the following events:

- (i) Principal and interest payment delinquencies;
- (ii) Nonpayment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of securities holders, if material;
- (viii) Bond calls, if material, and tender offers for the Bonds;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar events of the County or the Authority;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the County or the Authority or the sale of all or substantially all of the assets of the County or the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or paying agent or the change of name of a trustee or paying agent, if material;
- (xv) Incurrence of a Financial Obligation of the County or the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County or the Authority, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County or the Authority, any of which reflect financial difficulties.

(b) Whenever the County or the Authority obtains knowledge of the occurrence of a Listed Event, the County or the Authority shall as soon as possible (with respect to those Listed Events where a determination of materiality by the County or the Authority is

applicable) determine if such event would constitute material information for Holders of Bonds under applicable federal securities laws.

(c) If (i) a Determination of materiality by the County or the Authority is not relevant to the obligation to give notice of a Listed Event or (ii) the County or the Authority determines (with respect to those Listed Events where a determination of materiality by the County or the Authority is applicable) that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the County or the Authority shall promptly file in a timely manner, not in excess of ten (10) business days after the occurrence of the Listed Event, or cause the Dissemination Agent to so file (if a Dissemination Agent has been designated hereunder) a notice of such occurrence with each NRMSIR and the SID, if any, with a copy to the Trustee.

(d) For purposes of the Listed Events in Section 7(a)(xii), the County or the Authority and the Dissemination Agent acknowledge the following interpretive note which the Commission has set forth in the Rule: *“Note: for the purposes of the event identified in subparagraph (b)(5)(i)(C)(12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person;”*

SECTION 8. Termination of Reporting Obligation. The County’s and the Authority’s obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds, or if and when the County or the Authority is no longer an “obligated person” with respect to the Bonds, within the meaning of the Rule.

In the event that any person or entity subsequent to the execution hereof becomes an “obligated person,” as such term is defined in the Rule, with respect to the Bonds, the County and the Authority covenant to use their best effort to cause such obligated person to enter into a written undertaking to comply with the provisions of the Rule or to cause this Disclosure Agreement to be amended and to cause such obligated person to join in the execution of such amendment.

SECTION 9. Dissemination Agent. The County or the Authority may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent and without notice to the holders of the Bonds. The County or the Authority shall cause the Dissemination Agent appointed hereunder and any successors to execute and deliver an acknowledgment of acceptance of the designation and duties of Dissemination Agent under this Disclosure Statement.

SECTION 10. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the County or the Authority may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, as well as any change in circumstances.

SECTION 11. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County or the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County or the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the County or the Authority shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 12. Default. In the event of a failure of the County or the Authority to comply with any provision of this Disclosure Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County or the Authority to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Bonds or the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the County or the Authority to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 13. Duties, Immunities and Liabilities of Dissemination Agent, if other than the County or the Authority. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the County and the Authority agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County and the Authority under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 14. Undertaking with Respect to Certain Procedures and Policies. The Authority agrees to begin the process of establishing internal policies and procedures for the purpose of continuing disclosure compliance. Without intending to preclude the adoption of other necessary or useful policies and procedures, a single official of the Authority will be designated with ultimate responsibility for continuing disclosure compliance and will oversee the process of informing and training appropriate deputies and other employees with respect to the Authority's continuing disclosure undertakings.



SECTION 15. EMMA. Filings shall be made to the continuing disclosure service portal provided through EMMA as provided at <http://www.emma.msrb.org>, or any similar system that is acceptable to the Commission.

SECTION 16. Alternative Filing. Notwithstanding the other provisions of this Disclosure Agreement, any filing under this Disclosure Agreement, and any additional supplements hereto, may be made with such depositories and using such electronic filing systems as may be approved by the United States Securities and Exchange Commission (in lieu of the procedures currently in this Disclosure Agreement).

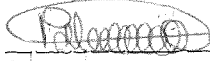
SECTION 17. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Authority, the Trustee, the Dissemination Agent (if any), the Participating Underwriter and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

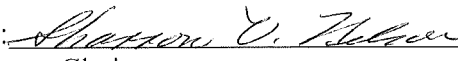
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IN WITNESS WHEREOF, the Authority and the County have caused this Disclosure Agreement to be duly executed and delivered, all as of the date first above written.

ATTEST:

LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY

  
\_\_\_\_\_  
Secretary

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

(SEAL)

ATTEST:

COUNTY OF LANCASTER, PENNSYLVANIA

\_\_\_\_\_  
Chief Clerk

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

(SEAL)

*[Signature page to Continuing Disclosure Agreement]*

IN WITNESS WHEREOF, the Authority and the County have caused this Disclosure Agreement to be duly executed and delivered, all as of the date first above written.

ATTEST:

LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY

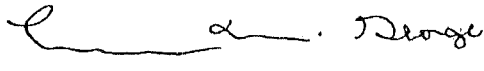
\_\_\_\_\_  
Secretary

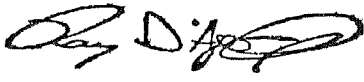
By: \_\_\_\_\_  
Chairman

(SEAL)

ATTEST:

COUNTY OF LANCASTER, PENNSYLVANIA

  
\_\_\_\_\_  
Chief Clerk

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

(SEAL)

*[Signature page to Continuing Disclosure Agreement]*

EXHIBIT A<sup>1</sup>

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Lancaster County Convention Center Authority  
Lebanon County, Pennsylvania

Name of Bond Issue: \$6,755,000 Lancaster County Convention Center Authority  
Hotel Room Rental Tax Revenue Bonds, Series A of 2022  
(Federally Taxable) and \$62,730,000 Hotel Room Rental Tax  
Revenue Bonds, Series B of 2022, each  
dated December 1, 2022 (the "Bonds")

Date of Issuance: December 1, 2022

NOTICE IS HEREBY GIVEN that the Lancaster County Convention Center Authority (the "Authority"), has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Joint Continuing Disclosure Agreement, dated December 1, 2022, executed by the Authority. The Authority anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

LANCASTER COUNTY CONVENTION  
CENTER AUTHORITY [OR DISSEMINATION  
AGENT ON BEHALF OF LANCASTER  
COUNTY CONVENTION CENTER  
AUTHORITY]

cc: Trustee

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<sup>1</sup> The substantive content of this notice shall be provided in any applicable notice filing. Appropriate modifications may be made to accommodate the electronic submission format requirements of the EMMA system or other successor electronic filing system.

EXHIBIT B<sup>1</sup>

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Lancaster County Convention Center Authority  
Lebanon County, Pennsylvania

Name of Bond Issue: \$6,755,000 Lancaster County Convention Center Authority  
Hotel Room Rental Tax Revenue Bonds, Series A of 2022  
(Federally Taxable) and \$62,730,000 Hotel Room Rental Tax  
Revenue Bonds, Series B of 2022, each  
dated December 1, 2022 (the “Bonds”)

Date of Issuance: December 1, 2022

NOTICE IS HEREBY GIVEN that the County of Lancaster, Pennsylvania (the “County”), has not provided an Annual Report with respect to the above-named Bonds as required by Section 5 of the Joint Continuing Disclosure Agreement, dated December 1, 2022, executed by the County. The County anticipates that the Annual Report will be filed by

\_\_\_\_\_.

Dated: \_\_\_\_\_

COUNTY OF LANCASTER, PENNSYLVANIA  
[OR DISSEMINATION AGENT ON BEHALF OF  
COUNTY OF LANCASTER, PENNSYLVANIA]

cc: Trustee

<sup>1</sup> The substantive content of this notice shall be provided in any applicable notice filing. Appropriate modifications may be made to accommodate the electronic submission format requirements of the EMMA system or other successor electronic filing system.