

Monday, December 03, 2007 - Draft

CONVENTION CENTER AGREEMENT
BY AND AMONG
CITY OF PHILADELPHIA,
PENNSYLVANIA CONVENTION CENTER AUTHORITY
AND
COMMONWEALTH OF PENNSYLVANIA,
THROUGH ITS OFFICE OF THE BUDGET
DATED AND EFFECTIVE AS OF _____

1. BACKGROUND.

(a) The Pennsylvania Convention Center Authority (the "Authority") is an agency and public instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth") and a body politic and corporate created and existing under the Pennsylvania Convention Center Authority Act, 64 Pa. Cons. Stat. Ann. § 6001, et seq, as amended (the "Act"). The Authority is authorized and empowered under the Act for the purposes of, *inter alia*, acquiring, holding, developing, designing, constructing, maintaining, managing, operating, financing, furnishing, fixturing, equipping, repairing, leasing or subleasing either in the capacity of lessor or lessee or sublessor or sublessee, and owning a convention center or parts thereof in cities of the first class.

(b) The City of Philadelphia (the "City"), a municipal corporation, is a city of the first class and a body corporate and politic, organized and existing under the laws of the Commonwealth.

(c) The City, the Authority and the Commonwealth desired to have developed, designed, constructed, furnished, equipped, financed, operated and maintained a convention center facility within the geographical limits of the City (the "Original Convention Center"). In order to undertake the foregoing, the Authority issued its Revenue Bonds, 1989 Series A, in the original aggregate principal amount of \$285,860,610.65 (the "1989 Bonds"), under and pursuant to the terms and conditions of a Trust Indenture dated as of December 15, 1989 (the "Original Trust Indenture") from the Authority to U.S. Bank National Association, successor in interest to Meridian Trust Company (the "Trustee"), for the purpose of financing a portion of the costs of a project of the Authority consisting of the development, design, construction, operation and management of the Original Convention Center (the "Original Convention Center Project").

(d) In conjunction with the Original Convention Center Project and the 1989 Bonds issued to finance the same, the Authority and the City entered into a Lease and Service Agreement dated as of December 14, 1989 (the "Original Lease and Service Agreement") pursuant to which, among other things, the City leased certain real property to the Authority (the "Land") in consideration of certain rentals payable by the Authority to the City, and the City agreed to pay to the Authority a certain service fee (the "Service Fee") in consideration of the undertakings of the Authority with respect to the Original Convention Center Project and the financing thereof. Further, the Original Lease and Service Agreement provided that upon its termination, title to all buildings, improvements and/or fixtures (as described therein) (the "Improvements") would automatically vest in the City without the need for any further action.

(e) In order to finance part of the costs of the Original Convention Center Project, the Commonwealth appropriated an amount not less than \$185,000,000, pursuant to the Act of May 18, 1984 and the Capital Budget Project Itemization Act for 1984-1985.

(f) The Original Trust Indenture was supplemented by a First Supplemental Indenture dated as of December 15, 1989 (the "First Supplemental Indenture"), a Second Supplemental Indenture dated as of June 1, 1994 (the "Second Supplemental Indenture") and a Third Supplemental Indenture dated as of November 1, 2005 (the "Third Supplemental Indenture, and together with the Original Trust Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, and the Third Supplemental Indenture, the "Existing Indenture"), providing for the issuance of the 2005 Bonds (the "2005 Bonds"). The 2005 Bonds issued under and pursuant to the terms and conditions of the Existing Indenture (the "Bonds") are secured in part by an assignment to the Trustee of the Service Fee and are secured in part by an assignment to the Trustee of the Hotel Room Rental Tax, as set forth in The Philadelphia Code, Chapter 19-2400 and authorized by the Act (the "Hotel Tax").

(g) The Original Lease and Service Agreement was subsequently supplemented and amended by a First Supplemental Lease and Service Agreement dated as of December 5, 1990, the Second Supplemental Lease and Service Agreement dated as of December 5, 1990, the Third Supplemental Lease and Service Agreement dated as of February 14, 1991, the Fourth Supplemental Lease and Service Agreement dated June 1, 1995, the Amendment and Fifth Supplemental Lease dated as of March 26, 1997, the Amendment and Sixth Supplemental Lease dated as of December 3, 1999, and the Amendment and Seventh Supplemental Lease dated as of February 23, 2001, each between the City and the Authority (the Original Lease and Service Agreement, as amended and supplemented, is referred to herein as the "Existing Lease and Service Agreement"). The structure of the financing effectuating the Original Convention Center Project, as set forth in Existing Indenture and the Existing Lease and Service Agreement, together with all other documents relative there, is referred to herein as the "Existing Financing Structure."

(h) The City, the Authority and the Commonwealth desire to expand and renovate the Original Convention Center (the "Convention Center Project"), and will undertake, or have undertaken, the development, design, construction, and operation of the expansion and renovation of the Original Convention Center, as contained in drawings, specifications and the Design Development Summary Report constituting the design development documents, which the Authority caused to be prepared and submitted to the Commonwealth for review and acceptance. The Convention Center Project consists of the following:

(i) acquisition of land, demolition, site preparation and the design and construction of an approximately 960,000 square foot expansion of the Original Convention Center (the "Expanded Portion," and together with the Original Convention Center, the "Convention Center"). The Expanded Portion will begin at the westerly wall of the Original Convention Center at 13th Street and proceed west to Broad Street and north from Arch Street to Race Street, excluding the Liberty Title Building;

(ii) renovation of the Original Convention Center to accommodate new elevators and support space for the Expanded Portion. The renovation of the Original

Convention Center consists of demolishing and reconstructing approximately 30,000 square feet of the back of the Original Convention Center support spaces; and

(iii) purchase and installation of the furniture, furnishings and equipment (FF&E) for the Expanded Portion.

(i) In addition to its payment obligations hereunder, the City agrees to provide the following support to the Convention Center Project:

(i) the waiver of all permitting fees, licensing fees, assessments and other charges imposed by the City and associated with the review and approval of plans, granting of permits, utility shut-offs and relocations, inspections and certificates of occupancy relative to the Convention Center Project;

(ii) the reimbursement to the Authority for the relocation of certain water systems in and around the Expanded Portion, as defined in the Asset Acquisition Agreement by and between the Philadelphia Water Department and the Authority;

(iii) the transfer of fee title to the former fire station, located at 1328 Race Street; and

(iv) the closure of portions of Cherry Street and other rights-of-way and encroachments within portions of 13th Street and Broad Street, as authorized by City Council.

(j) To accomplish the foregoing, and in Section 3(8)(ii)(c) of the Capital Budget Itemization Act of 2003-2004, Act of June 22, 2004, No. 40 ("Act No. 40 of 2004"), the Pennsylvania General Assembly allocated up to \$400,000,000 in capital funds for the Convention Center Project. The provisions of Act No. 40 of 2004 relative to the Convention Center Project requires "non-State participation in an amount determined by the Office of the Budget." Act No. 40 of 2004 further provides that "[n]on-State participation shall not be less than 25% nor more than 50% of the total project cost." The Commonwealth has determined and acknowledged that a sufficient non-State match has been identified to allow the release of the full allocation authorized by the General Assembly.

(k) To further accomplish the foregoing Convention Center Project and in Section 3(10)(V)(D) of the Capital Budget Itemization Act of 2005-2006, Act of July 7, 2006, No. 83 ("Act No. 83 of 2006"), the Pennsylvania General Assembly allocated an additional \$300,000,000 in capital funds for the Convention Center Project, including furniture, fixtures and equipment, land acquisition, renovation and construction.

(l) Section 6014 of the Act anticipates funding by the Commonwealth to the Authority or for use by the Authority to finance any expansion or substantial renovation of the Original Convention Center. Under the Act, the terms "expansion or substantial renovation" are defined as "any construction with an estimated total cost of more than \$300,000,000 initiated after substantial completion." Any such grant of Commonwealth funds shall be subject to the requirements of Section 6014 of the Act.

(m) Further, Section 1407 of Act 71 of 2004 ("Act 71 of 2004"), titled the Pennsylvania Race Horse Development and Gaming Act, established the Pennsylvania Gaming Economic Development and Tourism Fund (the "Fund") within the Pennsylvania Treasury Department of the Commonwealth. The Fund was established to receive five (5%) percent of daily gross terminal revenues from slot machines licensed under the provisions of Act 71 of 2004. Under Section 1407 of Act 71 of 2004, all moneys in the Fund are required to be distributed pursuant to a "subsequently enacted Economic Development Capital Budget that appropriates money from the [F]und." Act 53 of 2007, titled the Pennsylvania Gaming Economic Development and Tourism Fund Capital Budget Itemization Act of 2007 ("Act 53 of 2007") provides for annual payments not to exceed \$64,000,000 for up to thirty (30) years, under and subject to the terms of Act 53 of 2007 for the retirement of debt issued with regard to the Convention Center and for operating expenses of the Convention Center. However, Act 53 of 2007 provides that the amount paid may not exceed the actual amounts of debt service and \$6,000,000 for operating expenses in any year.

(n) The Commonwealth, acting by and through the Department of General Services, and The Redevelopment Authority of the City of Philadelphia (the "RDA"), a public body and a body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the Urban Redevelopment Law, entered into an Agreement of Agency Designation Pursuant to the Redevelopment Cooperation Law dated December 12, 2005 (the "Agreement of Agency Designation") whereby the Department of General Services designated the RDA as its agent to acquire certain properties and to undertake certain acts in furtherance of the Convention Center Project, all as more fully described in the Agreement of Agency Designation.

(o) Under and pursuant to the terms and conditions of a delegation agreement dated as of November 2, 2005 (the "Pre-Construction Activities Delegation Agreement"), by and among the Authority, the Department of General Services of the Commonwealth, and the Commonwealth, acting through its Office of the Budget, and subject to the requirements of Act No. 40 of 2004, the Department of General Services delegated the performance of certain pre-construction activities relative to the Convention Center Project to the Authority.

(p) The Office of the Budget has previously authorized the release of up to \$16 million for the performance of pre-construction activities under and pursuant to the Pre-Construction Activities Delegation Agreement.

(q) Further, under and pursuant to the terms and conditions of a certain delegation agreement (the "Construction Activities Delegation Agreement," and together with the Pre-Construction Activities Delegation Agreement, the "Delegation Agreements"), to be executed by the Authority, the Department of General Services, and the Commonwealth, acting through the Office of the Budget, and subject to the requirements of Act No. 40 of 2004, the Department of General Services, the parties thereto delegated the performance of certain construction activities relative to the Convention Center Project to the Authority.

(r) The Delegation Agreements set forth the duties, obligations and responsibilities of the Authority to the Commonwealth during both the pre-construction and construction periods of the Convention Center Project. Such duties and responsibilities include, but are not limited to, the preparation of pre-construction and construction schedules; the preparation of design and

construction documents for the Commonwealth's approval; the development of an operating plan, capital plan and financing plan; the development of bidding procedures; and the submission of regular status reports to the Commonwealth regarding the status of its pre-construction and construction activities.

(s) The Commonwealth anticipates that the undertaking of the Convention Center Project will be accomplished in three phases. The first phase of the Convention Center Project ("Phase I") commenced prior to the Effective Date hereof (as such term is defined herein below) and as described in this numbered paragraph 1. Phase I will terminate upon the Effective Date of this Convention Center Agreement. The second phase of the Convention Center Project ("Phase II") will commence upon the Effective Date of this Convention Center Agreement and will terminate at the expiration of the Term of this Convention Center Agreement. The third and final phase of the Convention Center Project ("Phase III") will commence upon the expiration of the Term of this Convention Center Agreement and the effective date of the operating agreement, defining the rights and responsibilities of the City, the Commonwealth and the Authority with regard to the Convention Center Project (the "New Operating Agreement"). The City, the Commonwealth and the Authority shall execute the New Operating Agreement on or about the Effective Date of this Convention Center Agreement, but such New Operating Agreement shall not be effective until the expiration of the Term of this Convention Center Agreement. A form of the New Operating Agreement is attached hereto and made a part hereof and marked as *Exhibit A*.

(t) The initial components of Phase II may include, but not be limited to:

(i) the issuance by the Commonwealth of its General Obligation Bonds, in one or more series, on a taxable or tax-exempt basis (the "General Obligation Bonds"), to fund its contributions under Act No. 40 of 2004 and Act No. 83 of 2006; and

(ii) the construction of the Expanded Portion under and pursuant to the requirements of the Delegation Agreements to Substantial Completion (as such terms are defined in the General Conditions of the Contract for Construction, as attached hereto as *Schedule I*).

(u) The additional components of Phase II, in anticipation of the transition to Phase III will include, but may not be limited to:

(i) recognizing the conveyances described in subparagraph (iii) hereof, the legal defeasance of the outstanding Bonds through the issuance of one or more series of taxable or tax-exempt bonds, on a variable rate and/or a fixed rate basis (the "Defeasance Bonds"), by the Pennsylvania Economic Development Financing Authority ("PEDFA") or such other issuing authority as selected by the Commonwealth. The date of issuance and delivery of the Defeasance Bonds is herein defined as the "Defeasance Date";

(ii) upon such legal defeasance of the Bonds, the release of the lien of the Existing Indenture and the termination of the Existing Lease and Service Agreement, the Authority's surrender to the City of the Land and the Improvements;

(iii) in order to effectuate the issuance of the Defeasance Bonds, and upon obtaining all required Commonwealth approvals in order to accomplish the same, the

conveyance by the City to the Philadelphia Authority for Industrial Development ("PAID") for its conveyance to the Commonwealth, or such other authority as the Commonwealth may designate, of the interest of PAID in the Improvements, and a leasehold interest in the Land, recognizing that the Commonwealth, or such other authority as the Commonwealth may designate, will be the original owner of the Expanded Portion. Such conveyance of the City's interest in the Improvements shall be documented in an agreement of sale, by and between the City and the Commonwealth (the "Agreement of Sale"), in such form as attached hereto and made a part hereof and marked as *Exhibit B*, and such conveyance of the leasehold interest in the Land shall be documented in a ground lease, by and between the City and the Commonwealth (the "Ground Lease"), in such form as attached hereto and made a part hereof and marked as *Exhibit C*;

(iv) the Commonwealth's conveyance to the Authority of a leasehold interest in the Convention Center, in such form and substance as satisfactory to the Commonwealth (the "New Lease"), and including a reversionary interest in such leasehold interest to the City upon the expiration of the lease term. The form of the New Lease is as attached hereto and made a part hereof and marked as *Exhibit D*; and

(v) the development of all remaining documents required to effectuate Phase II, including bond documents relative to the Defeasance Bonds and General Obligation Bonds, and further including such easements, rights-of-way, licenses and privileges as may be necessary or required to effectuate the transactions described herein, recognizing that certain of such documents have been executed and delivered as set forth in this Convention Center Agreement and become effective pursuant to the provisions of each such document.

(v) In consideration of the Commonwealth's contributions to the Convention Center Project, and recognizing the current rights, duties and obligations of the Authority and the City under the Existing Financing Structure, the Commonwealth, the Authority and the City agree to enter into this Convention Center Agreement to set forth the roles and responsibilities of each party thereto for managing the stewardship of the Convention Center Project during Phase II.

2. DEFINITION OF TERMS.

Capitalized terms used in this Convention Center Agreement and not otherwise defined shall have the meanings as set forth in the Existing Lease and Service Agreement.

3. TERM

The term of this Convention Center Agreement (the "Term") shall commence on the date first written above (the "Effective Date"), which shall constitute the date that all of the following occur: (i) each of the Agreement of Sale, the New Lease and the New Operating Agreement are executed and delivered, (ii) the Construction Activities Delegation Agreement is effective, pursuant to its terms, and (iii) all statutory requirements of the Act are fulfilled. The Term shall end on the date of the first to occur of (i) the legal defeasance of the Bonds issued under the Existing Indenture under which the Bonds were issued, or (ii) June 30, 2008.

4. DEFEASANCE OF BONDS

The parties to this Convention Center Agreement agree that, upon termination of the Existing Lease and Service Agreement, funds held in the Debt Service Reserve Fund, the Operating Reserve Fund and the Renewal and Replacement Fund will be used to fund similar funds and accounts to be created under the indenture pursuant to which the Defeasance Bonds will be issued. As such, the parties to this Convention Center Agreement agree that, upon such legal defeasance of the Bonds, funds held in the Arbitrage Rebate Fund (recognizing the requirements of the Existing Lease and Service Agreement, as restated in this subparagraph (u)(i)), the Authority Operating Fund, the Construction Fund, the PCCA Hotel Tax Fund, and the Authority Account of the Debt Service Fund under and pursuant to the Existing Indenture will be returned to the Authority. Further, upon termination of the Existing Lease and Service Agreement, funds held in the Revenue Fund and the City Account of the Debt Service Fund will be returned to the Authority, for use by the Authority for operating purposes, until the expiration of Fiscal Year 2007-08. At such time, and upon a Fiscal Year-end reconciliation, any excess fund shall be returned to the City; further, any, deficiency in such funds shall be replenished by the City. As it relates to the Arbitrage Rebate Fund, the Authority recognizes that the Existing Lease and Service Agreement provides that the Arbitrage Rebate Fund must be closed in accordance with the Existing Indenture after making provision for payment of an amount, if any, sufficient to pay arbitrage rebate as required under the Internal Revenue Code.

5. CITY PAYMENT OBLIGATIONS IN FISCAL YEAR 2007-08

Notwithstanding the expiration of the Term of this Convention Center Agreement, the Commonwealth, the City and the Authority acknowledge and agree that the Commonwealth's obligations as set forth in the New Operating Agreement shall commence in Fiscal Year 2008-09. As such, the City acknowledges that all obligations defined herein and as set forth below continue through Fiscal Year 2007-08. Such obligations are as follows:

(a) The City will make a payment to the Authority in an amount equal to the interest payments due and/or accrued with regard to the Defeasance Bonds from the Defeasance Date through June 30, 2008 (the "Defeasance Bond Payment"). The Authority covenants and agrees to apply the Defeasance Bond Payment toward the debt service on the Defeasance Bonds;

(b) Any operating loss of the Authority for Fiscal Year 2007-08 shall be the obligation of the City as set forth in paragraph 4 of this Operating Agreement.

The provisions of this paragraph 5 and paragraph 4 herein above shall survive the expiration of this Convention Center Agreement.

6. EXISTING LEASE AND SERVICE AGREEMENT.

(a) The Authority, the City and the Commonwealth hereby acknowledge and agree that the provisions of the Existing Lease and Service Agreement are valid, enforceable and remain in full force and effect until such Existing Lease and Service Agreement is terminated

and are applicable to this Convention Center Agreement and the Convention Center Project through the Term of this Convention Center Agreement.

(b) To the extent a conflict exists between the terms and provisions of this Convention Center Agreement and the terms and provisions of the Existing Lease and Service Agreement, the terms and provisions of the Existing Lease and Service Agreement control.

(c) The Commonwealth recognizes that the Existing Lease and Service Agreement contains provisions that, among other things, relate to matters affecting the payment of the Service Fee, the administration and investment of certain funds, and the management and operation of the Existing Convention Center. The Commonwealth has reviewed the Existing Lease and Service Agreement. The Commonwealth covenants and agrees that it shall take no action which prevents the City from complying with all requirements and covenants of the Existing Lease and Service Agreement, to the extent that compliance with such requirements and fulfillment of such covenants are dependent upon any observance or performance required of the Commonwealth by this Convention Center Agreement.

(d) The Authority, the City and the Commonwealth agree that the activities referred to in Subsection 27(a)(i), (ii), (iv) and (v) of the Existing Lease and Service Agreement are the types of activities for which the Authority is indemnifying the City in connection with the Convention Center Project. If the Authority incurs any additional costs as a result of its indemnification of the City in connection with the Convention Center Project, the Commonwealth agrees that such costs will be treated as part of the Total Project Cost as set forth in the Construction Activities Delegation Agreement.

(e) Should the terms and provisions of this Convention Center Agreement conflict with any statute, rule or regulation of the City and/or the Authority, or any note, bond, mortgage, indenture, deed of trust or any material agreement or other instrument or obligation to which the City and/or the Authority is a party, or by which it may be bound or affected, the Commonwealth covenants and agrees to consent to any such amendment to this Convention Center Agreement as may be necessary in order to resolve the conflict, such consent not to be unreasonably withheld.

7. REPRESENTATIONS AND WARRANTIES.

(a) The Commonwealth represents, covenants and agrees that:

(i) it has the full right, power and authority to execute this Convention Center Agreement and to perform its obligations and duties hereunder;

(ii) the Commonwealth's execution and delivery hereof and performance of its obligations hereunder have been duly authorized, are the legal, valid and binding obligations of the Commonwealth (enforceable in accordance with their terms) and do not conflict with or constitute a breach under any law, regulation, ruling, order or instrument by which the Commonwealth is bound or to which the Commonwealth or its properties are subject; and

(iii) it will proceed with due diligence to consummate the transaction of legal defeasance of the Bonds.

(b) The Authority represents, covenants and agrees that:

(i) as of the date of this Convention Center Agreement it is a body corporate and politic organized and in good standing under the laws of the Commonwealth, with full power and authority to enter into this Convention Center Agreement and to perform its obligations hereunder;

(ii) the Authority's execution and delivery hereof and performance of its obligation's hereunder have been duly authorized by all necessary corporate action and do not and will not conflict with or constitute a breach under the Authority's enabling legislation or bylaws, or under any bond and indenture (including the Bonds and the Existing Indenture), agreement (including the Existing Lease and Service Agreement), instrument, law, regulation, ruling, or consent decree by which the Authority is bound or to which the Authority or its properties are subject;

(iii) the Authority shall undertake its performance of Construction Phase Activities (as such term is defined in the Construction Activities Delegation Agreement) with due diligence and within all applicable time requirements as may be contained in the Construction Activities Delegation Agreement or Contract for Construction;

(iv) the Authority's performance of Construction Phase Activities through the date of Substantial Completion shall not materially disrupt operations of the Existing Convention Center; and

(v) it will proceed with due diligence to consummate the transaction of legal defeasance of the Bonds.

(c) The City represents, covenants and agrees that, as of the date of this Convention Center Agreement:

(i) it is a municipal corporation, a city of the first class and body corporate and politic organized and in good standing under the laws of the Commonwealth, with full power and authority to enter into this Convention Center Agreement and to perform its obligations hereunder; and

(ii) the City's execution and delivery hereof and performance of its obligation's hereunder have been duly authorized by all necessary corporate action and do not and will not conflict with or constitute a breach under the City's enabling legislation or bylaws, law, regulation, ruling, or consent decree by which the City is bound or to which the City or its properties are subject.

8. COVENANTS.

(a) Each of the Authority and the City covenants and agrees:

(i) to support Phase II activities in good faith, and to proceed with the Convention Center Project in the manner described hereunder and in the Delegation Agreements as expeditiously as possible;

(ii) to use its best efforts to comply with the provisions of its enabling legislation, including but not limit to, those provisions applicable to the design, construction, use and operation of the Convention Center Project;

(iii) to use its best efforts to comply with all applicable provisions of the Existing Indenture and the Existing Lease and Service Agreement, including the Authority's compliance with all covenants in the Existing Indenture relative to the Internal Revenue Code of 1986, as amended;

(iv) to use its best efforts to comply with the Delegation Agreements, to the extent applicable;

(v) at the request of the Commonwealth, to furnish to it such documents, certificates and reports as it may be required under the terms of this Convention Center Agreement or to effectuate Phase II activities;

(vi) to agree to such other customary representations and covenants as may be requested by any other party with regard to Phase II activities and to execute and deliver any and all necessary certificates, opinions, and any other documentation required in order to effectuate the same.

(b) The Commonwealth covenants and agrees to support Phase II activities in good faith, including but not limited to its execution of an appropriate agreement of sale and ground lease for the conveyance of the Original Convention Center from the City to the Commonwealth, or to cause the execution of the same by such other authority as the Commonwealth may designate;

(c) The Authority covenants and agrees to comply with the provisions of the Economic Opportunity Plan, as attached hereto and made a part hereof and marked as *Exhibit E*, and when applicable shall include the relevant provisions in any contracts entered into under this Convention Center Agreement.

9. DESIGNATED REPRESENTATIVES AND NOTICE.

(a) The Commonwealth designates the following individual to be its designated representative for purposes of this Convention Center Agreement:

Secretary of the Office of the Budget
Office of the Budget
7th Floor, Verizon Tower
303 Walnut Street
Harrisburg, PA 17101-1 808

Copies of all notices, filings, consents or approvals required or permitted by this Convention Center Agreement shall be given to:

Chief Counsel
Office of the Budget Legal Office

7th Floor, Verizon Tower
303 Walnut Street
Harrisburg, PA 17101-1 808

(b) The Authority designates the following individuals to be its designated representatives for purposes of this Convention Center Agreement:

President
Pennsylvania Convention Center Authority
1201 Arch Street
Philadelphia, PA

Chief Financial Officer
Pennsylvania Convention Center Authority
1201 Arch Street
Philadelphia, PA

(c) The City designates the following individual to be its designated representative for purposes of this Convention Center Agreement:

Director of Finance
City of Philadelphia
13th Floor/Municipal Services Building
1401 John F. Kennedy Blvd.
Philadelphia, PA 19107

Copies of all notices, filings, consents or approvals required or permitted by this Operating Agreement shall be given to:

City Solicitor
City of Philadelphia
17th Floor/One Parkway Building
1515 Arch Street
Philadelphia, PA 19102

(d) Except as otherwise specifically provided in this Convention Center Agreement, any notices, filings, approvals or consents required or permitted by this Convention Center Agreement shall be in writing and shall be deemed given if (i) delivered to the designated representatives (and a receipt obtained from each designated representative to whom personal delivery has been made); or sent to the designated representatives via certified or registered mail, return receipt requested or (ii) sent to the designated representatives by nationally recognized overnight courier. Delivery shall be deemed to have occurred on the date such notice, information or consent (i) was delivered personally or deposited with the overnight courier, or (ii) on the date of receipt of notice sent by certified or registered mail, return receipt requested.

(e) A designated representative, or the address of a designated representative, may be replaced by the party replacing the designated representative by sending notice to the other parties of such replacement.

10. MISCELLANEOUS PROVISIONS

(a) To the extent the Authority is required to provide the Commonwealth with plans, reports, financial statements, contracts and other materials as described in this Convention Center Agreement and the City is not already in receipt of the same, the Authority shall simultaneously provide all such materials to the City.

(b) In the event that either party desires an amendment to this Convention Center Agreement, the party seeking the amendment must present the proposed amendment in writing to the other party. If the other party accepts the proposal, the amendment will be signed by the parties and attached to this Convention Center Agreement, as a rider. However, neither this Convention Center Agreement, nor any amendment thereto, will effect the pledge of the trust estate under the Existing Indenture.

(c) The provisions of this Convention Center Agreement are severable, and if any of its provisions become or are found to be unlawful, it shall not be construed to impair any other provision of this Convention Center Agreement, nor shall it be construed to void the entire Convention Center Agreement.

(d) This Convention Center Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania with respect to contracts made and to be performed in Pennsylvania, without regard to its conflicts of laws principles and rules.

(e) This document contains the entire understanding between the parties with respect to the Financing.

IN WITNESS WHEREOF, the parties have caused this Convention Center Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

ATTEST:

**PENNSYLVANIA CONVENTION CENTER
AUTHORITY**

_____ By: _____

Approved as to form and legality:

Counsel, Pennsylvania Convention Center Authority

ATTEST:

CITY OF PHILADELPHIA

_____ By: _____

By: _____

Approved as to form:

City Solicitor

ATTEST:

**COMMONWEALTH OF PENNSYLVANIA,
acting through the Office of the Budget**

_____ By: _____

Approved as to form and legality:

Chief Counsel, Office of the Budget

Office of General Counsel

Office of Attorney General

Exhibit A
Form of New Operating Agreement

Exhibit B
Form of Agreement of Sale

Exhibit C
Form of Ground Lease

Exhibit D
Form of New Lease

Exhibit E
Economic Opportunity Plan

Schedule 1
General Conditions of the Contract for Construction