

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of May 1, 2017 and effective as of the Closing Date for the Bonds is executed and delivered by the Austin Convention Enterprises, Inc. (the "Issuer") in connection with the issuance of its "Austin Convention Enterprises, Inc. Convention Center Hotel First Tier Revenue Refunding Bonds, Series 2017A" and "Austin Convention Enterprises, Inc. Convention Center Hotel Second Tier Revenue Refunding Bonds, Series 2017B" (collectively, the "Bonds") and U.S. Bank National Association, as Dissemination Agent. The Bonds are being issued pursuant to an Amended and Restated Indenture of Trust effective as of the Closing Date for the Bonds (the "Indenture"), by and between the Issuer and U.S. Bank National Association.

The Issuer and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

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 Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Convention Center" shall have the meaning given in the Official Statement.

"Disclosure Representative" shall mean the person designated by the Issuer or such person's designee, or such other person as the Issuer shall designate in writing to the Trustee and Dissemination Agent from time to time. The initial Disclosure Representative shall be the Issuer's President.

"Dissemination Agent" shall mean U.S. Bank National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"EMMA" shall mean the electronic municipal market access website established by the Municipal Securities Ruling Board, found at <http://emma.msrb.org>., or such other national repository as may hereafter be established by the Municipal Securities Ruling Board under the Rule.

"Hotel" shall have the meaning given in the Official Statement.

"Listed Events" shall mean any of the events listed in Section 6(a) of this Disclosure Agreement; provided, however, that the Listed Events shall be deemed to have been amended to the extent that the same are revised under the Rule.

"Obligated Person" shall mean any "obligated person" within the meaning of the Rule.

"Official Statement" shall mean the Official Statement dated May 2, 2017 prepared and distributed in connection with the initial sale of the Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering and sale of the Bonds.

"Repository" means each of EMMA and the State Repository.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Texas.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Agreement, the State Repository is the Municipal Advisory Council of Texas, 606 West 8th Street, Post Office Box 2177, Austin, Texas 78768-2177, (512) 476-6947.

"Trustee" shall mean U.S. Bank National Association, having a principal corporate trust office in Chicago, Illinois, or its successor as Trustee under the Indenture.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or, upon written direction, shall cause the Dissemination Agent to, not later than six months after the end of the Issuer's fiscal year (currently December 31), commencing with the report for the fiscal year ending December 31, 2017, provide to each Repository an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Agreement. In each case, 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 that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 6(e). It is expressly agreed that the Dissemination Agent has no duty or liability whatsoever to determine whether the Issuer has satisfied Section 4 of this Disclosure Agreement and will be fully indemnified by the Issuer in connection with the Dissemination Agent's obligations hereunder.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repositories, the Issuer shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with subsection (a). The Dissemination Agent has no duty to review such Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repositories by the date required in subsection (b), the Trustee shall send a notice to the Issuer and each Repository in substantially the form attached as Exhibit A, no later than the date specified in subsection (a) for providing the Annual Report to the Repositories.

(d) The Dissemination Agent shall file a report with the Issuer, with the Issuer and the Trustee (if the Trustee is not the Dissemination Agent) certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the Repositories.

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

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated from time to time by the Financial Accounting Standards Board, together with a debt compliance letter signed by the auditor. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements required for the fiscal year being audited, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) A summary of historical operating data substantially in the form appearing in Table 1 of the Official Statement.

(c) A comparison of the Hotel's actual operating results compared to the approved budget;

(d) A narrative discussion highlighting the Hotel's overall financial performance (including occupancy, average daily rates and revenue per available room); describing capital projects (including the funding thereof); any modifications, renewals and replacements of the management agreement for the Hotel.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an Obligated Person, which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final Official Statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Provision of Quarterly Reports. The Issuer shall, or, upon written direction, shall cause the Dissemination Agent to, not later than forty-five (45) days after the end of each calendar quarter of the Issuer, commencing with the report for the calendar quarter ending June 30, 2017, provide to each Repository operations reports for the Hotel as compared to the Competitive Set (as such term is defined in the Indenture), and unaudited quarterly reports (which will include a statement of net position, a statement of revenues, expenses and changes in net position, and a statement of cash flows).

SECTION 6. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, in a timely manner (but not in excess of ten business days after the occurrence of the event) notice of the occurrence of any of the following Listed Events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
6. 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 status of the Bonds , or other material events affecting the tax status of the Bonds;
7. modifications to rights of the Bondholders;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, 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; or
14. The appointment of a successor or additional trustee or the change of name of a trustee, if material.

Each material event notice shall be so captioned and shall prominently state the date, title and (to the extent less than all of the Bonds are affected by the related material event) CUSIP numbers of the Bonds.

(b) The Dissemination Agent shall, as soon as reasonably practicable, upon a responsible officer of the Dissemination Agent obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (e) below. The Dissemination Agent shall have no duty to determine the materiality of any such Listed Events. For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the Dissemination Agent. Provided, however, the Dissemination Agent's failure to so inform the Issuer will not relieve the Issuer of its obligations under this Section and will not constitute a breach by the Dissemination Agent of its duties or responsibilities under this Disclosure Agreement.

(c) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the Issuer shall as soon as possible determine if such Listed Event would be material under applicable federal securities laws.

(d) If the Issuer has determined that the occurrence of a Listed Event would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (e).

(e) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence each Repository with a copy to the Issuer. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (a)(9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Owners of affected Bonds pursuant to the Indenture.

SECTION 7. Termination of Reporting Obligation. The Issuer's and the Dissemination Agent's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Listed Event under Section 6(e).

SECTION 8. Dissemination Agent; Removal or Resignation. The Issuer 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. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The Dissemination Agent may resign by providing thirty days written notice to the Issuer and the Trustee.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer, Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Issuer provided, the Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder) and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking herein, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 6(e), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, including the filing of information with DisclosureUSA, 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 Issuer 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 Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee shall at the written request of any Participating Underwriter or the Owners of at least 25% of the Outstanding Bonds, and upon provision of indemnification satisfactory to the Dissemination Agent, or any Owner or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer or the Dissemination Agent, as the case may be, 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 Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of the Dissemination Agent. Article X of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture and the Dissemination Agent shall be entitled to the provisions thereof. The Dissemination Agent and Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent it legally may but solely from the Trust Estate (as defined in the Indenture), the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they 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, costs and expenses (including attorneys fees) due to the Dissemination Agent's fraud, violation of law, whether willful or negligent, negligence, willful misconduct or breach of this Disclosure Agreement. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent and the Trustee shall have no duty or obligation to review any information provided to them hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Bondholders, or any other party. The Dissemination Agent shall have no duty to prepare any information report nor shall the Dissemination Agent be responsible for filing any report not provided to it by the Issuer in a timely manner and in a form suitable for filing. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

The fact that the Dissemination Agent or an affiliate thereof has or may have any banking, fiduciary or other relationship with the Issuer or any other party in connection with the Bonds or otherwise, apart from the relationship by this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent or affiliate thereof has knowledge or notice of any event or condition relating to the Bonds except in the Dissemination Agent's capacity under this Disclosure Agreement.

Neither the Issuer nor the Dissemination Agent will disclose information which the Issuer has stated in writing to the Dissemination Agent to be (1) confidential or proprietary; (2) the disclosure of which is prohibited by applicable law; or (3) otherwise not subject to disclosure.

The Annual Report may contain such disclaimer language as the Issuer may deem appropriate. Any information disclosed hereunder by the Dissemination Agent may contain such disclaimer language as the Dissemination Agent may deem appropriate.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

The Dissemination Agent: U.S. Bank National Association
Corporate Trust Services
60 Livingston Ave, EP-MN-WS3C
Saint Paul, Minnesota 55107
Phone: (651) 495-3917
Fax: (651) 495-8097

The Issuer: Austin Convention Enterprises, Inc.
P.O. Box 1088
Austin, Texas 78767-1088
Telephone: (512) 476-5461
Telecopy: (512) 404-4416

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Dissemination Agent, the Participating Underwriters, and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Counterparts. This Disclosure Agreement 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.

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AUSTIN CONVENTION ENTERPRISES, INC.

By  _____
Mark Tester, President

U.S. BANK NATIONAL ASSOCIATION,
a national banking association as Dissemination Agent

By _____
Name _____
Title _____

AUSTIN CONVENTION ENTERPRISES, INC.

By _____
Mark Tester, President

U.S. BANK NATIONAL ASSOCIATION,
a national banking association as Dissemination Agent

By  _____
Name DAN SHEFF
Title VICE PRESIDENT

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: **Austin Convention Enterprises, Inc.**

Name of Bond Issue:

Convention Center Hotel First Tier Revenue Refunding Bonds, Series 2017A

Convention Center Hotel Second Tier Revenue Refunding Bonds, Series 2017B

Name of Obligated Person: **Austin Convention Enterprises, Inc.**

Date of Issuance: _____, 2017

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of [_____]. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____.

U.S. BANK NATIONAL ASSOCIATION,
as Dissemination Agent

By _____
Authorized Signatory

cc: Austin Convention Enterprises, Inc.