

RESOLUTION NO. 2012-05

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL OBLIGATION DEVELOPMENT REVENUE BONDS, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$6,835,000, BY THE PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY TO PROVIDE FOR COSTS OF ACQUIRING, CONSTRUCTING, INSTALLING, EQUIPPING AND IMPROVING "PORT AUTHORITY FACILITIES" WITHIN THE MEANING OF SECTION 4582.21, OHIO REVISED CODE, IN COOPERATION WITH THE CITY OF CINCINNATI, OHIO; AUTHORIZING EXECUTION AND DELIVERY OF A COOPERATIVE SPECIAL DISTRICT FINANCING AND REDEVELOPMENT AGREEMENT WITH THE CITY AND USS REALTY, LLC, AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS TO PROVIDE REVENUES TO PAY BOND SERVICE CHARGES AND OTHER REQUIRED PAYMENTS AND TO ESTABLISH REQUIREMENTS APPLICABLE TO THE ISSUANCE OF THE BONDS, IMPLEMENTATION OF THE PROJECT AND RELATED MATTERS; AUTHORIZING EXECUTION AND DELIVERY OF A TRUST INDENTURE AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS TO SECURE THE PAYMENT OF BOND SERVICE CHARGES AND RELATED PAYMENTS; AUTHORIZING EXECUTION AND DELIVERY OF A PLACEMENT AGREEMENT PERTAINING TO THE SALE AND DELIVERY OF THE BONDS; AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, the Port of Greater Cincinnati Development Authority ("Port Authority"), a port authority and a body corporate and politic duly organized and validly existing under the laws of the State of Ohio ("State"), is authorized and empowered by virtue of the laws of the State including, without limitation, Article VIII, Sections ("§§") 13 and 16 of the Ohio Constitution and Ohio Revised Code ("ORC") §§4582.21 to 4582.59 (collectively, with other authorities therein mentioned, "Port Act"), among other things: (a) to issue its revenue bonds to provide for costs of acquiring, constructing, installing, equipping and improving "port authority facilities", as defined in the Port Act (as used herein, the term "constructing", in any form derived from the root word "construct", shall include any or all of the following: (i) acquisition of related real and personal property and interests therein, including real property required for public right-of-way, (ii) construction and related design, engineering, demolition, excavation and remediation, (iii) improvement, equipping, installation and other activities related thereto, and (iv) activities related to the dedication of public right-of-way and/or public improvements), (b) to enter into trust agreements, and to execute and deliver other instruments and agreements, to secure such revenue bonds, and to provide for the pledge or assignment of revenues sufficient, together with other amounts available therefor, to pay the principal of and interest and any premium on those revenue bonds (collectively, "Bond Service Charges"), (c) to enter into a cooperative agreement pursuant to ORC §4582.43, ORC §4582.431 and other applicable statutory provisions ("Cooperative Provisions") with other governmental subdivisions pertaining to the acquisition of port authority facilities and providing for contributions by the parties thereto and the ownership or control of the facilities, and whereby the Port Authority may exercise any power, perform any function or render any service, on behalf of the other governmental agency, as that governmental agency is authorized to exercise, perform or render, (d) to make and enter into such contracts and agreements, and to execute and deliver all such instruments, as may be necessary, proper, appropriate or otherwise included in or for the exercise of powers otherwise granted to the Port Authority under or pursuant to the Port Act, (e) to provide for the acquisition and construction of port authority facilities to enhance, foster, aid, provide, or promote transportation, economic development, housing, recreation, governmental operations, or culture within the jurisdiction of the Port Authority or, consistent with Article VIII, §§13 and 16, of the Ohio Constitution to create or preserve jobs and employment opportunities and thereby improve the economic welfare of the people of the State or enhance the availability of adequate

housing and thereby improve the economic and general well-being of the people of the State (collectively, "Project Purposes"), and (f) to adopt this resolution, to issue and sell the Bonds (defined herein) in the manner contemplated hereby, and to execute and deliver the Cooperative Agreement and the Indenture (both defined herein) and such other instruments and agreements as are provided for herein, all upon the terms and conditions provided herein and therein; and

WHEREAS, the City of Cincinnati, Ohio ("City") and USS Realty, LLC, an Ohio limited liability company ("Developer"), previously entered into and thereafter amended a Development Agreement pertaining to the proposed multi-phase mixed-use commercial redevelopment of an approximately 72.331-acre site owned by the Developer and generally located at 4701 Marburg Avenue in the Oakley neighborhood of the City ("Property"), and to include necessary demolition and remediation improvements, and various commercial entertainment, retail and office improvements and multi-family housing improvements (collectively, "Private Improvements"), together with certain necessary and related public infrastructure improvements ("Public Improvements" and, together with the Private Improvements, the "Development"); and

WHEREAS, the City and the Developer have requested the assistance of the Port Authority in the financing of a portion of the Public Improvements, as described in a Preliminary Financing Term Sheet authorized by Resolution No. 2011-09 adopted by this Board and on file with the Secretary of this Board ("Preliminary Term Sheet"), signed by the City, the Developer and the Port Authority and by Ross Sinclair & Associates, LLC, as placement agent ("Placement Agent"), MDF Manager, LLC, an Ohio limited liability company and the manager of the Developer ("MDFM"), and USC Properties, LLC, an Ohio limited liability company affiliated with the Developer ("USCP"); and

WHEREAS, in accordance with the Preliminary Term Sheet and further described and provided in the form of Cooperative Agreement on file with the Secretary of this Board, the City and the Developer have taken or are expected to take the following actions (with all terms used but not defined herein being used as defined in or pursuant to the Cooperative Agreement):

(1) The Developer has, by the Petition, petitioned the City for the portion of the Public Improvements described in the Cooperative Agreement as the "Amended Project B Work" or the "Public Infrastructure Improvements", and for the assessment of the Assessable Cost of the Public Infrastructure Improvements, together with interest thereon and administrative expenses with respect thereto, against the Property, and more particularly against those portions of the Property referred to therein variously as the "Assessed Lands", the "Service Agreement Parcels" or the "Subject Parcels", being all of the Parcels within the Property other than certain Parcels to be excluded upon completion of the Public Improvements, including the Parcels needed for public right-of-way for the Public Improvements;

(2) The City Council has (or will have prior to the issuance and sale of the Bonds), pursuant to the Assessment Act and by the Assessment Legislation, accepted the Petition, determined the necessity of and to proceed with the Public Infrastructure Improvements, determined to assess the Property for the Assessable Cost of the Public Infrastructure Improvements, together with interest thereon and administrative expenses with respect thereto, levied the Special Assessments on the Property to pay costs of the Public Infrastructure Improvements, and directed that the Special Assessments, to the extent set forth therein, be certified to the County Auditor for collection, subject to the right of City Council to abate or reduce the annual installments of the Special Assessments collected;

(3) The City Council has (or will have prior to the issuance and sale of the Bonds), pursuant to the TIF Act and the TIF Ordinance: (i) declared Improvements to the Parcels from time to time included in the Property to be a public purpose, exempt from real property taxation for a period of up to thirty (30) years ("TIF Exemption"), (ii) provided for service payments in lieu of the exempted taxes ("Service Payments") to be remitted to the Treasurer of the County ("County Treasurer") on or before the final dates for payment of real property taxes, as an obligation running with the land, payable with respect to the Improvements by the owners from time to time of the Parcels ("Owners") and secured by the statutory lien provided by ORC §§323.11 and 5709.91, and (iii) authorized the execution and delivery, together with the Developer, as the current Owner of all of the Parcels, of a Service Agreement, in substantially the form included in the Cooperative Agreement, to be recorded in the real estate records of the County, to evidence and secure the obligations of the Developer and any other Owners of the Subject Parcels with respect to the payment of the Service Payments and the performance of other obligations set forth therein; and

(4) The City Council has (or will have prior to the issuance and sale of the Bonds), pursuant to the Cooperative Provisions and the Authorizing Ordinance authorized: (i) execution and delivery of the Cooperative Agreement, (ii) the assignment to the Port Authority of the Assigned Revenues as provided in the Cooperative Agreement, including the Special Assessment Collections (generally comprised of all of the Special Assessments collected by the County Treasurer and transferred to the City) and the Assigned Service Payments (generally comprised of the Service Payments collected by the County Treasurer and forwarded to the City, but less the portion of the Service Payments to be paid by the City to the School District pursuant to the School District Agreement, and subject to the release of any "excess" Service Payments from that assignment in accordance with the Cooperative Agreement), (iii) the transfer to the Trustee from the Assigned Revenues, for the account of the Port Authority, of the City Contributions (defined herein), payable at the times and in the amounts required by the Cooperative Agreement, including amounts anticipated to be sufficient to pay or provide for the Bond Payments when due, and (iv) the assignment by the Port Authority to the Trustee of its interest in the Assigned Revenues and the City Contributions to secure the payments required under the Indenture, including Bond Service Charges on the Bonds, permitted administrative expenses, reinstatement of reserves, and payment of any other Bond Obligations, as described in the Preliminary Term Sheet and provided in the Indenture (collectively, "Bond Payments"); and

WHEREAS, this Board has now determined that, to promote the Project Purposes, it is necessary and proper and in the best interest of the Port Authority to issue, at this time, special obligation development revenue bonds of the Port Authority, in the maximum aggregate principal amount of \$6,835,000 ("Bonds"), to provide for costs of construction of the Public Infrastructure Improvements, and to: (i) enter into the Cooperative Agreement and to execute and deliver such other agreements, instruments and documents as are necessary or desirable to provide for Pledged Revenues, including the City Contributions payable from the Assigned Revenues, necessary and sufficient to secure the Bonds and the Bond Payments, and to establish the terms and conditions relating to the construction of, and payment for, the Public Infrastructure Improvements and certain terms and conditions relating to the construction of the Project A Work (included in the Public Improvements) and the development of the Private Improvements, (ii) enter into the Indenture and to execute and deliver such other agreements, instruments and documents, including the Administration Agreement referred to below, as are necessary or desirable to provide for the issuance and terms of the Bonds and any other Bond Obligations, the custody of Bond proceeds and the Funds and Accounts that provide security for the Bond Payments, the rights, duties and obligations of the Port Authority, the Trustee, the Administrator

and the registered owners from time to time of the Bonds, and other related matters, and (iii) enter into the Placement Agreement with the Placement Agent to provide for the private placement, sale and delivery of the Bonds to the purchasers determined by the Placement Agent consistent with the Preliminary Term Sheet and the Placement Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Port of Greater Cincinnati Development Authority:

Section 1. Captions; Definitions. The captions and headings in this resolution are solely for convenience of reference and do not define, limit or describe the scope or intent of any provisions or Sections of this resolution. In addition to terms defined in the Recitals, or by reference therein to the Cooperative Agreement, all of which are incorporated herein by reference, the following capitalized terms shall mean:

“Administration Agreement” means an Agreement for Administrative Services among the Trustee, the Port Authority and the Administrator at the time, which is authorized hereby and may be amended, supplemented or replaced from time to time consistent herewith and with the Cooperative Agreement and the Indenture.

“Administrator” means the Administrator appointed by the Executive from time to time pursuant to the Cooperative Agreement and the Indenture, including an initial Administrator that may be appointed in the Certificate of Award.

“Bond Legislation” means this resolution, together with the Certificate of Award, as either or both may be amended or supplemented from time to time.

“Certificate of Award” means the certificate executed by the Executive pursuant to Sections 3 and 4 of this Bond Legislation to provide certain terms of the Bonds and their sale and to make the additional designations, appointments or approvals authorized hereby, which may be amended or supplemented from time to time consistent with this resolution (as amended or supplemented to the applicable time).

“City Contributions” means the Special Assessment Collections and, to the extent required to be transferred to the Trustee pursuant to the Cooperative Agreement, the Assigned Service Payments.

“Cooperative Agreement” means the Cooperative Special District Financing and Redevelopment Agreement authorized hereby among the City, the Port Authority and the Developer, to be joined by MDFM and, to the extent stated therein, by USCP, which may be amended or supplemented from time to time consistent with the Bond Legislation.

“Executive” means the Chair or Vice Chair of this Board, the President/CEO or a Senior Vice President of the Port Authority, any person duly appointed at the time in question to act as or fulfill the functions of any such officer, or a Vice President authorized to act as an Executive under this resolution by written instrument signed by another Executive.

“Fiscal Officer” means the Secretary or any Assistant Secretary of this Board, or any person duly appointed at the time in question to act as or fulfill the functions of any such officer.

“Fund” or “Funds”, as used herein, means, as applicable, the “Revenue Fund”, the “Bond Fund”, the “Reserve Fund”, the “Administrative Expense Fund”, the “Project Fund”, the “Surplus Fund”, the

“Delinquent Assigned Revenue Fund” and the “Rebate Fund”, all authorized hereby to be created under Article V of the Indenture, together with all accounts or subaccounts from time to time created therein pursuant to the Indenture.

“Indenture” means the Trust Indenture authorized hereby between the Port Authority and the Trustee, which may be amended or supplemented from time to time consistent with the Bond Legislation.

“Placement Agreement” means the Placement Agreement authorized hereby among the Placement Agent, the Port Authority and the Developer, which may be amended or supplemented from time to time consistent with the Bond Legislation and the Indenture.

“Pledged Revenues” means the City Contributions, any other payments or amounts received or to be received by or on behalf of the Port Authority under the Cooperative Agreement and intended to be used for Bond Service Charges, all other moneys received or to be received by the Port Authority or the Trustee and intended to be used for Bond Service Charges, any moneys or investments in or to be credited to the Special Funds, and all income and profit derived from the investment of the foregoing moneys. The term “Pledged Revenues” does not include any moneys or investments in any Funds other than the Special Funds.

“Port Authority Documents” means, collectively, the Cooperative Agreement, the Indenture, the Placement Agreement, the Treasurer Agreement, the Administration Agreement and any amendments or supplements thereto.

“Project” means the Public Infrastructure Improvements, the construction thereof and the financing of the Project Costs related thereto.

“Project Costs” means the “costs”, as that term is defined in the Port Act, of the construction of the Public Infrastructure Improvements including, without limitation, all Direct Costs and Indirect Costs (as those terms are used in the Petition) of the Public Infrastructure Improvements, including all Transaction Costs (as that term is used in the Cooperative Agreement).

“Purchaser” or “Purchasers” means, individually or collectively, the purchaser or purchasers of the Bonds, as identified by the Placement Agent in or pursuant to the Placement Agreement.

“Service Payment Only Period” means the period after the Special Assessment Period and prior to the final maturity of the Bonds.

“Special Assessment Period” means those tax years (and the related collection years) when the Special Assessments are imposed on the Subject Parcels including tax years from 2012 through 2035 (collection years 2013 through 2036).

“Special Funds” means the Revenue Fund, the Bond Fund, the Reserve Fund and the Surplus Fund.

“Treasurer Agreement” means an Agreement among the City, the Port Authority and the County Treasurer, which is authorized hereby and may be amended or supplemented from time to time consistent herewith and with the Cooperative Agreement and the Indenture.

“Trustee” means the Trustee appointed from time to time by the Executive under the Indenture and means initially The Bank of New York Mellon Trust Company, N.A., and its successors, or another qualified corporate trustee appointed in the Certificate of Award.

Section 2. Determinations. This Board of Directors hereby finds and determines that, at this time and pursuant to the authority of the Port Act, including Article VIII, Sections 13 and 16 of the Ohio Constitution: (i) the Project constitutes “port authority facilities” within the meaning of the Port Act and it is necessary and proper and in the best interest of the Port Authority to finance the Project Costs in accordance herewith and with the Cooperative Agreement and the Indenture; (ii) the construction of the Public Infrastructure Improvements, and the financing of the Project Costs by the Port Authority, is consistent with the purposes of the Port Act, will further the Project Purposes, and will benefit the people of the State, including those within the jurisdiction of the Port Authority, by creating or preserving jobs and employment opportunities available to them and improving their economic welfare, enhancing the availability of adequate housing for them and improving their economic and general well-being, and improving transportation and related facilities in the City and eliminating traffic and stormwater hazards and enhancing the free flow of traffic at and in the vicinity of the Property in the City, thereby eliminating hazards to the traveling public; (iii) the City has requested that the Port Authority assist in the financing of the Project Costs in cooperation with the City pursuant to the Cooperative Provisions and the Cooperative Agreement by issuing the Bonds in anticipation of the collection of the Assigned Revenues, including the Special Assessment Collections and the Assigned Service Payments; (iv) the financing of the Project Costs will require the issuance of the Bonds, the Port Authority may, pursuant to the Port Act, the Bond Legislation, the Cooperative Agreement and the Indenture issue the Bonds, and it is necessary and proper and in the best interest of the Port Authority to, and the Port Authority shall, issue, sell and deliver the Bonds, in an aggregate principal amount not to exceed \$6,835,000, as authorized herein, to provide for costs of the construction of the Public Infrastructure Improvements for the Project Purposes; (v) the Cooperative Agreement is necessary and appropriate to promote effective cooperative action between the City and the Port Authority with respect to the Project and the implementation and financing thereof and to safeguard their respective interests, including the interest of the Port Authority in the Assigned Revenues and the City Contributions; (vi) the terms of the Bonds, and of the other Bond Obligations contemplated hereby, contained in or authorized by the Bond Legislation and included in the Bonds or the Indenture are satisfactory and are hereby approved, and the Bonds (and all Bond Obligations) shall be secured by the Indenture and as otherwise provided herein and therein, and all such provisions are reasonable and proper for the security of the holders of the Bonds and any other Bond Obligations; and (vii) the issuance of the Bonds to provide for costs of the Public Infrastructure Improvements for the Project Purposes, the execution and delivery of the Cooperative Agreement, and the use of the proceeds of the Bonds to provide for the Project Costs pursuant to and in the manner contemplated by the Cooperative Agreement is consistent with, in furtherance of and an integral part of the Port Authority’s ongoing comprehensive program to improve the economic and general health and welfare of the people within the jurisdiction of the Port Authority, through (A) the cooperative development of public infrastructure improvements throughout Hamilton County and the Greater Cincinnati area in support of economic development, housing, transportation, governmental operations and other authorized purposes of the Port Authority, and (B) the issuance of port authority revenue bonds supported by tax increment and special assessment financing revenues assigned to the Port Authority by overlapping, adjacent and other authorized political subdivisions to finance related costs.

Section 3. Issuance of Bonds.

(a) Bonds Terms - General. The Bonds (i) shall be issued, pursuant to the Cooperative Agreement and the assignments therein made, in anticipation of the collection of the Assigned Revenues, including the Special Assessment Collections and the Assigned Service Payments, and the City Contributions to be made therefrom; (ii) shall be issued only in fully registered form, substantially in the form included as Exhibit A to the form of Indenture now on file with the Secretary, in the aggregate principal amount provided in the Certificate of Award and authorized hereby; (iii) shall bear interest at the rate or rates established in the Certificate of Award, which rates may include stepped-coupon interest rates in the manner described in the Preliminary Term Sheet, payable on February 1 and August 1 of each year, commencing February 1, 2013, unless and except to the extent otherwise determined in the Certificate of Award ("Interest Payment Dates"); (iv) shall mature, and shall be subject to mandatory sinking fund redemption at par (subject to such credits as may be permitted under the Indenture), on the Interest Payment Date or Dates and in the amounts established in the Certificate of Award; (v) shall be subject to redemption at the option of the Port Authority, in whole on any day or in part on any Interest Payment Date, at a redemption price equal to 100% of the principal amount redeemed plus any unpaid interest accrued to the redemption date and otherwise on the conditions established in the Indenture; (vi) shall be payable in such manner and at such time or times and at such place or places as set forth in the Indenture; (vii) shall be dated the date of their original issuance and delivery to the Purchasers; (viii) shall be designated "Port of Greater Cincinnati Development Authority Special Obligation Development Revenue Bonds (Tax Increment and Special Assessment Revenue Financing) (Cincinnati Oakley Station Public Infrastructure Project)" or as otherwise may be provided in the Certificate of Award; (ix) shall be exchangeable for Bonds of any authorized denomination or denominations; and (x) shall be subject to transfer restrictions and contain a suitable legend evidencing those restrictions; all as further provided in or pursuant to the Bond Legislation and the Indenture.

The first principal retirement of the Bonds (whether at maturity or by mandatory sinking fund redemption) shall occur not later than February 1, 2017, the final principal maturity shall occur not later than February 1, 2041, and the principal maturities (including mandatory sinking fund redemption requirements) and interest rate or rates shall be such that the Assigned Revenues anticipated, and the anticipated City Contributions to be made therefrom, will be sufficient in each year (assuming that no Special Assessments are prepaid, and that the Special Assessments and Assigned Service Payments, as currently estimated, are paid when due, delivered to the City when required by law and transferred to the Trustee when required by the Cooperative Agreement), together with amounts deposited in the Funds for those purposes upon the issuance and delivery of the Bonds, to pay all scheduled Bond Service Charges on the Bonds together with all estimated administrative expenses and other related charges payable under the Indenture. The Bonds shall be numbered in such manner as is determined by the Trustee in order to distinguish each Bond from any other Bond, shall be of such denominations (of not less than \$100,000) as are authorized by the Indenture, and shall bear interest (based on a 360-day year comprised of twelve 30-day months) from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from their date.

(b) Execution. The Bonds shall be signed either by two Executives or by an Executive and a Fiscal Officer, in the name of the Port Authority and in their official capacities, provided that one or both of such signatures may be a facsimile and those officials are hereby authorized and directed to execute and deliver the Bonds in accordance herewith and with the Indenture, but subject to satisfaction or waiver of any conditions stated therein or in the Port Authority Documents. The Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond

Legislation or the Indenture unless and until a certificate of authentication on the Bonds is signed by the Trustee, as registrar and authenticating agent, pursuant to the Indenture.

(c) Deferred Bond Obligations, Discharged Payments, and Related Terms of the Bonds. In the event of a delinquency with respect to the payment of Special Assessments or Service Payments, or any other insufficiency of the Assigned Revenues to pay all Bond Service Charges when due, as provided in the Bonds and in the Indenture (and except to the extent otherwise provided therein), the applicable Bond Service Charges will be deferred or, under the circumstances described in the Indenture and the Bonds, discharged. Such deferrals and discharges will depend, as described in the Indenture and the Bonds, on the reason for the insufficiency and on whether the insufficiency occurs during the Special Assessment Period or the Service Payment Only Period but, in any event, each such deferral or discharge shall constitute a term of the Bonds and shall not constitute an amendment thereto or a default or event of default thereunder. The rights of the holders to receive payments with respect to any such deferred obligations or interest thereon, and any rights to recovery with respect to any amounts discharged, shall be limited to the amounts, if any, provided for under the Indenture and, to the extent if any that such amounts are payable from Pledged Revenues, will be payable therefrom on a subordinated basis (after payment of all outstanding administrative expenses and Bond Service Charges and reinstatement of the Reserve Fund) in accordance with the Indenture. All such terms of the Bonds, and of the related Bond Obligations, are hereby approved and authorized.

Section 4. Sale and Delivery of Bonds. The Bonds shall be awarded and sold to the Purchasers in a private placement arranged by the Placement Agent pursuant to the Placement Agreement, and shall be sold at a purchase price equal to 100% of the principal amount thereof plus any interest accrued from their date. The Executive or Fiscal Officer shall, in the Certificate of Award, fix the principal amount of the Bonds to be issued, which will provide the moneys necessary, together with other moneys expected to be available therefor, to pay the Project Costs, including those amounts required in order to make any deposits and payments required hereby or by the Indenture. Other terms of the Bonds and the sale thereof may be specified in the Certificate of Award including, without limitation, the compensation payable to the Placement Agent in connection with the structuring, placement and sale of the Bonds, but not to exceed 2% of the principal amount of the Bonds, the amount and manner of funding of the Reserve Fund, the amount of capitalized interest to be paid from Bond proceeds or other sources, the amounts of the Port Authority's fees to be paid from the proceeds of the Bonds or other sources, the amounts of other fees and expenses to be paid from the proceeds of the Bonds or other sources, designation of an Administrator qualified under the Administration Agreement and other Port Authority Documents and, if other than as identified herein, the Trustee. Nothing herein shall require that anything be done or established in the Certificate of Award (whether or not amended or supplemented, and whether or not previously done or established in the Certificate of Award) merely because this resolution authorizes the same to be done or established therein, so long as such thing is done or established consistent with this resolution. All matters determined in the Certificate of Award, or otherwise determined consistent with this resolution, as the same may be amended from time to time, shall be conclusive and binding on the Port Authority. All amounts payable with respect to the Project Costs including, without limitation, any counsel fees and other fees and charges to be paid or reimbursed in connection with the structuring, placement, issuance, sale and delivery of the Bonds may be paid or reimbursed from, and are hereby appropriated from, the proceeds of the sale of the Bonds, the Developer Cost Deposit, and any other sources available therefor under the Indenture.

The Executives and the Fiscal Officers, or any one or more of them, are authorized and directed to make the necessary arrangements with the Placement Agent and the Purchasers to establish the date, location, procedures and conditions for delivery of the Bonds to the Purchasers in accordance with

the Placement Agreement and the Indenture, and are further authorized and directed to execute and deliver the Placement Agreement in substantially the form now on file with the Secretary, with such changes therein as are not inconsistent with the Bond Legislation, are permitted by the Port Act, are approved by the officer or officers executing the Placement Agreement and are not substantially adverse to the Port Authority, which approval, and that the approved changes are not substantially adverse to the Port Authority, shall be conclusively evidenced by the execution of the Placement Agreement. Each Purchaser shall be required to deliver an investor acknowledgment letter to the Port Authority, in substantially the form attached to the Placement Agreement, with only such changes as are approved by an Executive or Fiscal Officer, and each transferee of any Bond, or of any portion of or interest in any Bond, shall be required to deliver an investor acknowledgment letter to the Port Authority and the Trustee, in substantially the same form, with only such changes as are approved by an Executive or Fiscal Officer. It is determined by this Board that the price for and the terms of the Bonds and the sale thereof, all as provided in this resolution, the Certificate of Award, the Placement Agreement, the Indenture and other related instruments, are in the best interests of the Port Authority and are in compliance with all legal requirements.

Section 5. Application of Proceeds of Bonds; Creation of Funds. The Funds are hereby authorized and directed to be created, and the proceeds from the sale of the Bonds, together with the Developer Cost Deposit, shall be deposited in accordance with the Indenture and the written direction of the Executive or Fiscal Officer to pay Project Costs, including Direct Costs of the construction of the Public Infrastructure Improvements and Indirect Costs thereof, including the Transaction Costs (including costs of issuance of the Bonds, any fees of the Port Authority or the City payable on the date of issuance of the Bonds, costs of funding the initial deposit to the Reserve Fund, and costs of funding any permitted capitalized interest and administrative costs with respect to the Bonds), all as provided in the Indenture; and the proceeds from the sale of the Bonds, and any other moneys provided to or on behalf of the Port Authority for those purposes, are hereby appropriated for those purposes. Disbursement and application of amounts deposited in the Funds (and any Accounts and Subaccounts established therein under the Indenture, all of which are authorized hereby) shall be in accordance with the Indenture and, to the extent applicable, the Cooperative Agreement.

Section 6. Security for the Bonds. Notwithstanding anything to the contrary herein or in the Bonds or the Indenture: (i) the Bonds (and any other Bond Obligations) do not and shall not pledge the general credit or taxing power of the Port Authority, the City or the State, or any political subdivision, municipality or other local agency thereof, and nothing herein or in the Bonds or the Indenture, shall constitute a general obligation, debt or bonded indebtedness of the Port Authority, the City or the State or any political subdivision thereof; (ii) nothing herein or in the Bonds or the Indenture gives the holders or owners of the Bonds (or any other Bond Obligations), and they do not have, the right to have excises or taxes levied by this Board, or by the City or the State, or the taxing authority of any other political subdivision, municipality or other local agency thereof, for the payment of Bond Service Charges, any other Bond Payments, or any other obligations under or with respect to the Bonds, the Cooperative Agreement or the Indenture; (iii) the Bond Service Charges shall be payable solely from and secured by the Pledged Revenues and the Special Funds, as provided herein and in the Indenture, and any other Bond Payment shall be payable solely from those revenues and Funds authorized under the Indenture for that purpose; and (iv) the Bonds shall contain a statement to the foregoing effects. Nothing herein or in the Indenture shall be deemed to prohibit the Port Authority, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Bond Legislation, the Indenture or the Bonds.

Section 7. Covenants of Authority. In addition to the covenants and agreements of the Port Authority herein and in the Cooperative Agreement, the Indenture or the other Port Authority Documents, the Port Authority, by issuance of the Bonds, covenants and agrees with each holder or owner of the Bonds:

(a) That the Port Authority will make the proceeds of the Bonds available to provide for Project Costs in accordance with the Indenture including, upon request of the City in accordance with the Cooperative Agreement, to provide for Direct Costs of the Public Infrastructure Improvements;

(b) That the Port Authority will segregate, or cause to be segregated, for accounting purposes, the Pledged Revenues and the Funds established under the Indenture from all other revenues and funds of the Port Authority;

(c) That the Fiscal Officer will furnish to the Trustee a true transcript of proceedings, certified by the Fiscal Officer, of all proceedings had by the Port Authority with reference to the issuance of the Bonds, together with such information from the Port Authority's records as is available and necessary to determine the regularity and validity of such issuance;

(d) That the Port Authority will, at any and all times, cause to be done all such further acts and things and cause to be executed and delivered all such further instruments as may be necessary to carry out the purposes of the Bonds and this Bond Legislation, or as may be required or authorized by the Port Act or the Cooperative Agreement, and will comply with all requirements of law applicable to the Bonds;

(e) That the Port Authority will observe and perform all of its agreements and obligations provided for by the Bonds and the Bond Legislation, and the obligations thereunder are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Port Authority within the meaning of ORC §2731.01;

(f) That, so long as the Bonds are outstanding, the Port Authority will use its best efforts to comply with all of its obligations and agreements under the Bond Legislation, the Bonds, the Indenture, the Cooperative Agreement and the other Port Authority Documents, and to keep the same in full force and effect;

(g) That the Port Authority will: (i) solely from the Pledged Revenues and the Special Funds, pay or cause to be paid the Bond Service Charges on the dates, at the places and in the manner provided in the Bonds and herein and in the Indenture, and (ii) only to the extent and from the sources authorized herein and in the Indenture, pay or cause to be paid any other Bond Payments due and payable in accordance with the Indenture;

(h) That the Port Authority will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that the Bonds will not (i) constitute arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended ("Code") or (ii) be treated other than as obligations to which Section 103 of the Code applies; and

(i) That the Port Authority: (A) will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (B) will not take or authorize to be taken any actions that would adversely affect that exclusion, and (C) will, or persons acting for it will, among other acts of compliance, (I) apply the

proceeds of the Bonds to the governmental purpose of the borrowing, (II) restrict the yield on investment property, (III) make timely and adequate payments to the federal government, (IV) maintain books and records and make calculations and reports, and (V) refrain from certain uses of the proceeds of the Bonds and of any property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

Section 8. Cooperative Agreement and Indenture; Other Port Authority Documents. To provide a source of revenues necessary and sufficient to pay Bond Service Charges and other required payments with respect to the Bonds, to provide terms and conditions relating to the construction of the Public Infrastructure Improvements and to the payment or reimbursement of the Project Costs, including terms and conditions relating to the disbursement of Bond proceeds, and to provide certain terms and conditions relating to the construction of the Project A Work and the development of the Private Improvements, any Executive, alone or together with any other Executive or Fiscal Officer, is hereby authorized, for and in the name of the Port Authority and on its behalf, to execute and deliver the Cooperative Agreement with the City and the Developer, in substantially the form thereof now on file with the Secretary, with such changes therein as are not inconsistent with this Bond Legislation and not substantially adverse to the Port Authority and which are permitted by the Port Act and shall be approved by the officer or officers executing the Cooperative Agreement. To provide for the issuance and delivery of the Bonds, and the payment of and security for the Bond Payments, any Executive, alone or together with any other Executive or Fiscal Officer, is hereby authorized, for and in the name of the Port Authority and on its behalf, to execute and deliver the Indenture with the Trustee, in substantially the form thereof now on file with the Secretary, with such changes therein as are not inconsistent with this Bond Legislation and are necessary or desirable to revise or complete the provisions of the Indenture consistent herewith and with the Cooperative Agreement and other transaction documents or are otherwise necessary or desirable and not substantially adverse to the Port Authority and which are permitted by the Port Act and shall be approved by the officer or officers executing the Indenture. The approval of any changes to the forms of the Cooperative Agreement or the Indenture, and that such changes are necessary or desirable and not substantially adverse to the Port Authority, shall be conclusively evidenced by the execution of those documents by the officer or officers executing the same.

Each Executive and Fiscal Officer, alone or together with any other such officer, is hereby further authorized and directed to execute and deliver the Administration Agreement and the Treasurer Agreement, for and in the name of the Port Authority and on its behalf, in substantially the forms thereof now on file with the Secretary, with such changes therein as are not inconsistent with this Bond Legislation and are necessary or desirable to revise or complete the provisions of those agreements consistent herewith and with the Cooperative Agreement and the Indenture or are otherwise necessary or desirable and not substantially adverse to the Port Authority and which are permitted by the Port Act and shall be approved by the officer or officers executing those Port Authority Documents. The approval of any changes to the forms of the Administration Agreement or the Treasurer Agreement, and that such changes are necessary or desirable and not substantially adverse to the Port Authority, shall be conclusively evidenced by the execution of those documents by the officer or officers executing the same.

Section 9. Further Actions. Each Executive and Fiscal Officer, alone or together with any other such officer, is hereby further authorized and directed to execute any certifications, financing statements, assignments, memoranda, applications, requests, approvals, consents, acknowledgments, notices, agreements, instruments and other documents, and any amendments or supplements thereto or replacements thereof, and to take such further actions as are necessary or appropriate to permit,

undertake, implement, consummate and complete the transactions contemplated herein and in the Bonds and the Port Authority Documents in accordance with the Bond Legislation, the Indenture and the Cooperative Agreement, including in connection with any actions taken or to be taken prior to or after the issuance and delivery of the Bonds, including without limitation in connection with disbursements of Bond proceeds or the use and expenditure of City Contributions, Pledged Revenues or other funds held from time to time under the Indenture, the succession or replacement of the Trustee or Administrator, the delivery of any credit enhancement or other additional or substitute security for the Bonds or other Bond Payments, any amendments or supplements to the Port Authority Documents, and any other action permitted by the Port Authority Documents from time to time, all to the extent consistent with the Bond Legislation and the delegations of authority therein made and at the time in effect. Any such document may be executed on behalf of the Port Authority by an officer who, on the date of execution is the proper officer, although on the date of this resolution, that person was not the proper officer. All actions heretofore taken by the officers and officials of the Port Authority and this Board in connection with the financing of the Public Infrastructure Improvements and the other transactions contemplated hereby are hereby ratified and approved. Notwithstanding anything to the contrary herein or in any Port Authority Document, the obligations of the Port Authority hereunder, and under each and every Port Authority Document, shall not be a general obligation of the Port Authority, but shall be payable solely from Pledged Revenues and any other amounts that may be on deposit in the Funds and lawfully available therefor.

Section 10. Tax Authorizations. Without limiting the generality of the authorizations in Section 9 hereof, the Executive, the Fiscal Officer or any other officer of the Port Authority having responsibility for issuance of the Bonds, is hereby specifically authorized: (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the Port Authority with respect to the Bonds as the Port Authority is permitted to or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer; (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Port Authority, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds; and (c) to give one or more appropriate certificates of the Port Authority, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Port Authority regarding the amount and use of all of the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Section 11. Severability. Each section of this resolution, and each subdivision or paragraph of any section thereof (and each provision within any such paragraph), is hereby declared to be independent and the finding or holding of any section of this resolution or any subdivision, paragraph or provision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section, subdivision, paragraph or sentence of this resolution.

Section 12. Compliance with Open Meeting Law. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees or subcommittees, or any other public bodies of the Port Authority, that resulted in such formal actions,

were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code.

Section 13. Effective Date. This resolution shall be in full force and effect upon its adoption.

ADOPTED: June 13, 2012

Yeas: 6

Nays: 0

Abstention: 0



CHAIR



SECRETARY