

RESOLUTION NO. 2008-10

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE PORT OF GREATER CINCINNATI DEVELOPMENT AUTHORITY OF LEASE REVENUE BONDS, INCLUDING REFUNDING REVENUE BONDS, IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$259,000,000 IN TWO SERIES, FOR THE PURPOSES OF FINANCING AND REFINANCING COSTS OF ACQUIRING, CONSTRUCTING, IMPROVING AND OTHERWISE DEVELOPING "PORT AUTHORITY FACILITIES" WITHIN THE MEANING OF SECTION 4582.21, OHIO REVISED CODE; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED LEASE OF THOSE PORT AUTHORITY FACILITIES AND THE SITE THEREOF TO PROVIDE REVENUES TO PAY BOND SERVICE CHARGES ON THOSE LEASE REVENUE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE AND RELATED AGREEMENTS, INSTRUMENTS AND DOCUMENTS, INCLUDING A MORTGAGE, TO PROVIDE FOR THE TERMS OF AND THE SECURITY FOR THOSE LEASE REVENUE BONDS AND FOR THE PAYMENT OF BOND SERVICE CHARGES ON, AND THE REPAYMENT OF, THE LEASE REVENUE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE, ADVANCE AND REFUNDING AGREEMENT AND A DISBURSEMENT AGREEMENT TO PROVIDE FOR THE SALE OF THOSE LEASE REVENUE BONDS, THE ADVANCE AND DISBURSEMENT OF PROCEEDS OF THE SALE THEREOF AND THE REFUNDING AND CANCELLATION OF AN OUTSTANDING PORT AUTHORITY LEASE REVENUE BOND PREVIOUSLY ISSUED TO FINANCE A PORTION OF SUCH COSTS; 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, Section 13 of the Ohio Constitution and Revised Code Sections 4582.21 to 4582.59 (collectively, with the authorities therein mentioned, the "Act"), among other things: (a) to issue its revenue bonds for the purpose of financing costs of acquiring, constructing, improving and otherwise developing "port authority facilities", as defined in the Act (as used herein, the terms "constructing" and "developing", alone or together and in any form derived from the root words "construct" and "develop", shall include acquisition, construction (including related demolition and excavation), improvement, furnishing, equipping, installation and development and activities related thereto); (b) to issue its refunding revenue bonds to refund outstanding port authority revenue bonds issued to finance costs (as defined in the Act) of constructing and developing such port authority facilities; (c) to issue its revenue bonds partly for the purpose of financing costs of constructing and developing such port authority facilities and partly to refund revenue bonds previously issued for such purpose; (d) to acquire interests in real or personal property, or any combination thereof, and to construct and develop port authority facilities and enter into agreements with respect to the acquisition, construction, development, leasing, operation, use or management of such port authority facilities for "authorized purposes" as defined in the Act, including to aid, enhance, provide or promote transportation and economic development within the City of Cincinnati, Ohio ("City") and the County of Hamilton, Ohio ("County"); (e) to provide for the construction, development, financing and use of port authority facilities to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the City, County and State; (f) to lease such port authority facilities to provide rental payments and other revenues, and to provide for the pledge or assignment of those revenues, together with other amounts available therefor, sufficient to pay the principal of and interest and any premium on

those revenue bonds; (g) to enter into a trust agreement or indenture, and to execute and deliver other instruments and agreements, including mortgages, to secure revenue bonds issued for such purposes and to provide for the pledge or assignment of revenues; (h) 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 Act; and (i) to adopt this resolution, to issue, sell and deliver the Lease Bonds (defined in Section 1 herein) in the manner and for the purposes contemplated hereby, and to execute and deliver the Restated Master Lease, the Disbursement Agreement, the Lease Bond Agreement, the Mortgage and the Lease Bond Indenture (each as defined in Section 1 herein) and such other instruments and agreements as are provided for herein, all upon the terms and conditions provided herein and therein; and

WHEREAS, pursuant to authority granted by this Board in Resolution No. 2004-18 (“2004 TIF Bond Resolution”) and Resolution No. 2004-17 (“2004 Lease Bond Resolution”), the Port Authority on June 30, 2004, among other things:

(i) entered into a Tax Increment Financing Cooperative Agreement (“2004 Cooperative Agreement”) with the City related to the redevelopment of, and accepted title from the City to, certain real property generally located at the northwest corner of Third Street and Broadway within the portion of the downtown area of the City generally known as Queen City Square (“303 Broadway Site”);

(ii) entered into a Service Agreement and Agreement as to Imposition of Continuing Priority Lien with the City pertaining to the 303 Broadway Site and improvements thereto (“2004 Service Agreement” and, together with the 2004 Cooperative Agreement, the “2004 Redevelopment Agreement”) and requiring that service payments be made to the City as described therein (“2004 Service Payments”), a portion of which were assigned to the Port Authority under the 2004 Cooperative Agreement (“2004 Assigned Service Payments”);

(iii) issued its Taxable Special Obligation Development TIF Revenue Bond (303 Broadway at Queen City Square Project), currently outstanding in its original maximum principal amount of \$10,000,000 with the initial principal payment thereon due on June 1, 2009 (“2004 TIF Bond”), assigned the 2004 Service Payments to secure the payment of debt service charges on the 2004 TIF Bond, sold the 2004 TIF Bond to Western-Southern Life Assurance Company (“WSLAC”) and used the proceeds of the sale of the 2004 TIF Bond to finance a portion of the costs of constructing the Parking Garage Project (as defined in the 2004 TIF Bond Resolution) on the 303 Broadway Site (herein the “303 Broadway Garage”);

(iv) issued its Taxable Special Obligation Development Lease Revenue Bond (303 Broadway at Queen City Square Project), in an original maximum principal amount of \$35,000,000 (“2004 Lease Bond”) and sold the 2004 Lease Bond (currently outstanding in a principal amount of \$33,991,836.51, with \$358,130.87 due on December 1, 2008) to WSLAC pursuant to a Bond Advance Agreement and Assignment of Lease and Rental Payments (“2004 Lease Bond Agreement”) and used the proceeds to finance additional costs of the redevelopment of the 303 Broadway Site, including additional costs of the 303 Broadway Garage and costs of the construction and development of an approximately 180,000 square-foot Class A commercial office building above the 303 Broadway Garage (collectively, including the 303 Broadway Garage, the “303 Broadway Project Facilities”) as the first phase of a planned two-phase redevelopment of the 303 Broadway Site and the adjacent property west and northwest of the 303 Broadway Site and on the easterly side of Sycamore Street between Third and Fourth Streets within the

City (“QCS Phase II Site” and, together with the 303 Broadway Site, the “Project Site”); and

(v) as lessor of the 303 Broadway Site and the 303 Broadway Project Facilities (together, the “303 Broadway Project”) entered into a Lease (“2004 Master Lease”) with 303 Broadway QCS, LLC, as lessee (“Master Lessee”), pursuant to which the Master Lessee, among other things, assumed the obligation to pay the 2004 Service Payments, including the 2004 Assigned Service Payments securing the payment of all debt service charges on the 2004 TIF Bond and agreed to pay rent sufficient to pay all debt service charges on the 2004 Lease Bond; and

WHEREAS, by Resolution Nos. 2008-03 and 2008-07 adopted by this Board on May 15 and June 19, 2008, respectively (“Existing Phase II Resolutions”), this Board has authorized and approved, and the Port Authority has undertaken preliminary actions with respect to the redevelopment of the QCS Phase II Site and the financing of the costs thereof, and the Port Authority has, among other things:

(i) entered into a Cooperative Tax Increment Financing and Redevelopment Agreement dated June 18, 2008 (“2008 Cooperative Agreement”) with the City, The Western and Southern Life Insurance Company (“WSLIC”) and Queen City Square Development I, LLC (“QCSDI”) pertaining to the redevelopment of the QCS Phase II Site, accepted title from the City to the QCS Phase II Site and, together with the Master Lessee, entered into certain covenants and agreements in favor of the City, as to title and possession of the Project Site;

(ii) entered into a Service Agreement and Agreement as to Imposition of Continuing Priority Lien dated June 18, 2008 with the City pertaining to the QCS Phase II Site and improvements thereto (“2008 Service Agreement” and, together with the 2008 Cooperative Agreement, the “2008 Redevelopment Agreement” which, together with the 2004 Redevelopment Agreement, may be referred to herein as the “Existing Redevelopment Agreements”) and requiring that service payments be made to the City as described therein (“2008 Service Payments”), a portion of which were assigned to the Port Authority under the 2008 Cooperative Agreement (“2008 Assigned Service Payments”);

(iii) entered into a City Funding Agreement (Queen City Square II) dated as of June 18, 2008 with the City (“City Funding Agreement”) pertaining to certain funding to be made available by the City for an “Outdoor Plaza” and “Transformer Vaults”, both defined in the City Funding Agreement;

(iv) agreed to use reasonable best efforts to issue special obligation port authority revenue bonds in the then-estimated maximum aggregate face amount of \$300,000,000, including (A) tax increment financing revenue bonds (“Phase II TIF Bonds”), in an estimated aggregate face amount of \$54,000,000, to pay costs of improvements identified as “TIF Improvements” in Exhibit B of the 2008 Service Agreement (including the “Parking Garage,” the “Third Street Lobby” and the “Rotunda and Promenade,” each as described in that Exhibit B, and the Outdoor Plaza and Transformer Vaults), all to be constructed on the QCS Phase II Site (“Phase II TIF Improvements” and together with the 303 Broadway Garage, the “TIF Improvements”), and (B) lease revenue bonds (“Phase II Lease Bonds”), in an estimated aggregate face amount of \$225,000,000, to pay additional Project Costs (as defined and described in the Existing Phase II Resolutions), including costs of “Site Preparation” and of construction and development of the “Project Facilities”, all as defined and described in the Existing Phase II Resolutions and the 2008 Redevelopment Agreement, including any costs of the

Phase II TIF Improvements not paid from the proceeds of the Phase II TIF Bonds or the funding provided under the City Funding Agreement (all improvements described in this subparagraph (iv), the “QCS Phase II Project Facilities” and, together with the QCS Phase II Site, the “QCS Phase II Project” which, together with the 303 Broadway Project may be referred to herein as the “Queen City Square Project” or the “Project”); and

(v) entered into a Construction Agency Agreement (Queen City Square II) dated as of June 16, 2008 (“Construction Agency Agreement”) with QCSDI, as construction agent of the Port Authority (“Construction Agent”), pursuant to which the Construction Agent was authorized to undertake the redevelopment of the QCS Phase II Site, including Site Preparation and construction of the Phase II TIF Improvements and the other QCS Phase II Project Facilities (collectively “Phase II Project Improvements” and, together with the 303 Broadway Project Facilities, the “Project Improvements”), all constituting “port authority facilities”, as defined in the Act, but subject to the conditions set forth in the Existing Phase II Resolutions, the 2008 Cooperative Agreement and the Construction Agency Agreement, which conditions have been or are now expected to be, at the time of issuance and delivery of the Lease Bonds, satisfied; and

WHEREAS, for the reasons set forth in the recitals to a form of Aggregation Agreement currently on file with the Secretary of this Board (as authorized and executed, the “Aggregation Agreement”), which recitals are incorporated herein by reference, WSLIC, QCSDI and the Master Lessee have requested that the City and the Port Authority enter into the Aggregation Agreement (in substantially the form on file) to supplement the Existing Redevelopment Agreements (as so supplemented, the “Redevelopment Agreement”) and thereby aggregate the 2004 Service Payments and the 2008 Service Payments (collectively, “Service Payments”) derived by the City from the 2004 Service Agreement and the 2008 Service Agreement (collectively, “Service Agreements”) in the manner established in the Aggregation Agreement, and that the Port Authority combine the Phase II TIF Bonds with port authority refunding revenue bonds issued to refund the 2004 TIF Bond into one issue of tax increment financing revenue bonds (“TIF Bonds”) to finance and refinance costs of the TIF Improvements; and

WHEREAS, WSLIC, QCSDI and the Master Lessee have also requested that the Port Authority amend and restate the 2004 Master Lease by the Restated Master Lease in order to, among other things, lease the entire Project to the Master Lessee, and that the Port Authority combine the Phase II Lease Bonds with port authority refunding revenue bonds issued to refund the 2004 Lease Bond (“Refunding Lease Bonds”) into the Lease Bonds, to be issued under the Lease Bond Indenture as one issue of lease revenue bonds for the purposes described herein, and to be divided into two series as authorized hereby, but secured equally and ratably, on a full parity basis under the Lease Bond Indenture, including by the Mortgage to be delivered to the Lease Bond Trustee (defined in Section 1 herein) and the Port Authority’s assignment to the Lease Bond Trustee of the rental payments payable under the Restated Master Lease from and after the effective date thereof, exclusive of any amounts advanced on that effective date as described herein (“Rental Payments”), and the Master Lessee has agreed to enter into the Restated Master Lease, to pay the Rental Payments as set forth therein (subject to credits, if any, for payment of interest from proceeds of the Lease Bonds pursuant to the Lease Bond Indenture, or from other sources), to assume the obligation to pay all Service Payments as if it were the owner of the Project under the Service Agreements (subject to credits, if any, for payment of interest from proceeds of the TIF Bonds pursuant to the legislation and agreements providing for the issuance of the TIF Bonds, or from other sources, and for payment of Minimum Service Payments, as defined in the Aggregation Agreement, by the Construction Agent as a cost of the QCS Phase II Project Facilities, including from proceeds of the Lease Bonds advanced and disbursed for that purpose pursuant to the Lease Bond Indenture) and, on the date the Refunding Lease Bonds are issued, to advance amounts sufficient to pay the interest due on the 2004 Lease Bond and the 2004 TIF Bond through the immediately preceding day, and WSLAC has

consented to that amendment and restatement of the 2004 Master Lease and agreed, among other things, to purchase a portion of the Lease Bonds and to deliver the 2004 Lease Bond to the registrar for the 2004 Lease Bond (“2004 Lease Bond Registrar”) for refunding and cancellation upon the issuance of the Lease Bonds and delivery of Lease Bonds to WSLAC in a principal amount at least equal to the outstanding principal amount of the 2004 Lease Bond, all as further described in the Lease Bond Agreement; and

WHEREAS, this Board has now determined that it is necessary and proper and in the best interest of the Port Authority to issue the Lease Bonds at this time, in two series as described herein and in the maximum aggregate principal amount of \$259,000,000, for the purposes of financing and refinancing a portion of the costs of the acquisition, construction, improvement and development of the Project Improvements, to enter into the Lease Bond Indenture with the Lease Bond Trustee to provide for the issuance, delivery and terms of, and to secure the payment of the principal of and interest and any premium on, the Lease Bonds (“Bond Service Charges”), to enter into the Restated Master Lease to amend and restate the 2004 Master Lease and thereby provide for the further development of the Queen City Square Project consistent with the applicable City plans for urban redevelopment and to provide for Rental Payments sufficient to provide for Bond Service Charges and administrative expenses, to execute and deliver the Mortgage to the Lease Bond Trustee to further secure the payment of Bond Service Charges on, and the repayment of, the Lease Bonds, to enter into the Lease Bond Agreement and the Disbursement Agreement for the purposes described herein, including to provide for the sale of the Lease Bonds, the refunding of the 2004 Lease Bond and the terms upon which proceeds of the Lease Bonds shall be advanced and may be disbursed pursuant to the Lease Bond Indenture, and to execute and deliver such other agreements, instruments and documents as are necessary or desirable to provide for the financing of costs of the Phase II Project Improvements and the refunding of the 2004 Lease Bond, and for the security of the Lease Bonds, all so as to promote the Project Purposes (defined in Section 1 herein), consistent with and pursuant to Section 13 of Article VIII, Ohio Constitution;

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 to this resolution, which are incorporated herein by reference, and terms defined by reference to the 2004 Lease Bond Resolution, the Existing Phase II Resolutions, the Redevelopment Agreement or the Lease Bond Indenture, which definitions are incorporated herein by reference, the following capitalized terms shall, except as the context may otherwise require, mean:

“Disbursement Agreement” means the Disbursement Agreement to be entered into among the Port Authority, the Lease Bond Trustee, the Construction Agent and others, authorized by Section 8 hereof, as the same may be amended or supplemented with the approval of this Board (unless such approval is not needed pursuant to the express terms thereof) and in accordance with the terms thereof and of the Lease Bond Indenture.

“Executive” means the Chair or Vice Chair of this Board or the President or Vice President of the Port Authority.

“Final Terms Certificate” means the certificate defined as such in Section 3(a) hereof, establishing the identities of the Initial Purchasers, the amounts of the Lease Bonds to be purchased by each of the Initial Purchasers on the date of issuance of the Lease Bonds and the other matters authorized hereby, as the same may be amended or supplemented consistent herewith and with the Lease Bond Indenture.

“Fiscal Officer” means the Secretary or any Assistant Secretary of this Board.

“Initial Purchasers” means those Purchasers identified in the Final Terms Certificate as purchasing the Lease Bonds on their date of issuance (and making the Initial Bond Advance, as defined in the Lease Bond Indenture).

“Lease Bond Agreement” means the Bond Purchase, Advance and Refunding Agreement (Lease Bonds) to be entered into between the Port Authority, the Lease Bond Trustee, the Purchasers, and WSLAC (as both a Purchaser and as the owner of and paying agent for the 2004 Lease Bond), authorized by Section 8 hereof, as the same may be amended or supplemented with the approval of this Board (unless such approval is not needed pursuant to the express terms thereof) and in accordance with the terms thereof and of the Lease Bond Indenture.

“Lease Bond Indenture” means the Trust Indenture between the Port Authority and the Lease Bond Trustee providing for the issuance and terms of, and the security for, the Lease Bonds, authorized by Section 8 hereof, as the same may be amended or supplemented with the approval of this Board (unless such approval is not needed pursuant to the express terms thereof) and in accordance with the terms thereof consistent with the Lease Bond Legislation.

“Lease Bond Legislation” means this resolution, together with the Existing Phase II Resolutions and the Final Terms Certificate, as any or all may be amended or supplemented from time to time.

“Lease Bonds” means the revenue bonds to be issued by the Port Authority pursuant to the Lease Bond Legislation and the Lease Bond Indenture, in a maximum aggregate principal amount of \$259,000,000, to pay a portion of the costs of financing and refinancing the Project Improvements as contemplated hereby, and including the Series A Lease Bonds and the Series B Lease Bonds.

“Lease Bond Trustee” means the “Trustee” under the Lease Bond Indenture and means initially The Bank of New York Mellon Trust Company, N.A., acting through its Cincinnati, Ohio corporate trust office or such other qualified successor Lease Bond Trustee as shall be named in accordance with the Lease Bond Indenture.

“Mortgage” means the Open-End Mortgage, Security Agreement, Financing Statement, and Assignment of Rents and Leases to be executed and delivered by the Port Authority, as mortgagor, and the Master Lessee to the Lease Bond Trustee, authorized by Section 8 hereof, as the same may be amended or supplemented in accordance with the terms thereof and of the Lease Bond Indenture, including the approval of this Board so long as the Port Authority is the mortgagor thereunder (unless such approval is not needed pursuant to the express terms thereof).

“Pledged Revenues” has the meaning assigned to that term in the Lease Bond Indenture and means generally the Rental Payments, other payments or amounts received or to be received by or on behalf of the Port Authority or the Lease Bond Trustee from the sale, use, lease or other disposition of the Project and other moneys received or to be received by the Port Authority or the Lease Bond 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.

“Project Purposes” means acquiring, constructing, furnishing, equipping, installing, improving and otherwise developing, and financing and refinancing costs of, real and personal property, or any combination thereof, comprising “port authority facilities” for transportation, economic development and other authorized purposes of the Port Authority, including purposes authorized by Section 13 of Article VIII of the Ohio Constitution, in cooperation with the City

pursuant to and as described in the Redevelopment Agreement, or as may otherwise be permitted by the Lease Bond Legislation, the Lease Bond Indenture and the Redevelopment Agreement.

“Purchasers” means those of WSLAC and its affiliates, if any, identified in and signing the Lease Bond Agreement and agreeing, on the date thereof, to purchase Lease Bonds.

“Restated Master Lease” means the Amended and Restated Lease between the Port Authority, as lessor, and the Master Lessee, amending and restating the 2004 Master Lease effective on the date of issuance of the Lease Bonds, authorized by Section 8 hereof, as the same may be amended or supplemented with the approval of this Board (unless such approval is not needed pursuant to the express terms thereof) and in accordance with the terms thereof and of the Lease Bond Indenture.

“Series A Lease Bonds” means the Taxable Special Obligation Development Lease Revenue Bonds, Series A (Queen City Square Project) of the Port Authority, authorized hereby and to be issued, in a maximum aggregate principal amount of \$175,000,000, as described in Section 2.02 of the Lease Bond Indenture.

“Series B Lease Bonds” means the Taxable Special Obligation Development Lease Revenue Bonds, Series B (Queen City Square Project) of the Port Authority authorized hereby and to be issued, in a maximum aggregate principal amount of \$84,000,000, as described in Section 2.02 of the Lease Bond Indenture.

“Special Funds” means the “Revenue Fund”, the “Bond Fund” and the “Project Fund”, all created in Article V of the Lease Bond Indenture and authorized hereby.

Section 2. Determinations by Board. This Board of Directors hereby finds and determines, or confirms its prior determinations, that: (i) the Project Facilities constitute “port authority facilities” within the meaning of the Act, and it is necessary and proper and in the best interest of the Port Authority to (A) construct and develop the QCS Phase II Project Facilities on the QCS Phase II Site in the manner determined in the Existing Phase II Resolutions, and to finance a portion of the costs of the Phase II Project Improvements in accordance herewith, and (B) to refund the 2004 Lease Bond in the manner contemplated hereby and thereby refinance a portion of the costs of the construction and development of the 303 Broadway Project Facilities in accordance herewith; (ii) the Project Site is within the geographic jurisdiction of the Port Authority and the implementation and financing of the Project by the Port Authority is consistent with the purposes of the Act, will further the Project Purposes and will benefit the people of the State, including those within the jurisdiction of the Port Authority, by, among other benefits, preserving jobs and employment opportunities and improving the economic welfare of the people of the State, the County and the City; (iii) the financing and refinancing of costs of the Project Improvements, as contemplated hereby, will require the issuance of the Lease 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 Lease Bonds, in the maximum aggregate principal amount of \$259,000,000 for the purposes of financing and refinancing a portion of the costs of the acquisition, construction, improvement and development of the Project Improvements, consistent with and to further the Project Purposes and the purposes for which the City and the Port Authority have executed and delivered the Existing Redevelopment Agreements; (iv) the execution and delivery of the Lease Bond Agreement and the Disbursement Agreement are necessary and appropriate and in the best interest of the Port Authority to provide for the terms of the sale of and payment for the Lease Bonds and the advance and disbursement of proceeds of the Lease Bonds to pay or reimburse costs of the QCS Phase II Project Improvements and to pay or provide for the costs of refunding the 2004 Lease Bond; (v) the terms of execution and delivery of the Lease Bonds, and the provisions for payment of Bond Service Charges thereon and the security therefor, as contained in or authorized by the Lease Bond Legislation and

included in the Lease Bond Indenture and the Mortgage are satisfactory and are hereby approved, and the Lease Bonds shall be secured by the Lease Bond Indenture and the Mortgage, and as otherwise provided herein and therein, and all such provisions are reasonable and proper for the security of the holders of the Lease Bonds and are hereby approved; and (vii) the instruments, agreements and actions contemplated or authorized hereby, and by the Existing Phase II Resolutions, will further the purposes of the Act, including the purposes of Article VIII, Section 13, of the Ohio Constitution and other authorized purposes of the Port Authority.

Section 3. Issuance of Lease Bonds.

(a) Lease Bonds Generally. The Lease Bonds shall be issued only in fully registered form, in substantially the form set forth as Exhibit A to the Indenture, the form of which is now on file with the Fiscal Officer and is hereby approved. The Lease Bonds shall be issued in two series designated "Series A" and "Series B", and in the respective maximum aggregate principal amounts authorized hereby; provided, that the Outstanding Principal Amount (defined in the Lease Bond Indenture) of each series of the Lease Bonds shall at any time be equal to the aggregate amount of the Bond Advances (determined pursuant to the Lease Bond Indenture) for that series less the amount, if any, of the principal paid or prepaid. The Outstanding Principal Amounts of the Lease Bonds shall bear interest at the rates and for the periods authorized by Section 3(b) herein, and by the certificate or certificates signed by the Executive or Fiscal Officer establishing final terms of the Lease Bonds as contemplated by that Section 3(b) and authorized by Section 4 herein ("Final Terms Certificate") and in accordance with the Lease Bond Indenture. Interest on the Lease Bonds shall be payable on each June 1 and December 1, commencing June 1, 2009 ("Interest Payment Dates"), until the principal amount has been paid or provided for. The Lease Bonds of each series shall mature on December 1, 2039, subject to optional redemption, extraordinary optional redemption and mandatory sinking fund redemption on the terms set forth in or pursuant to the Lease Bond Indenture, with mandatory sinking fund redemption on each Interest Payment Date, commencing on an Interest Payment Date established in the Final Terms Certificate but not later than June 1, 2014 and on each Interest Payment Date thereafter through and including the Interest Payment Date next preceding the final maturity date ("Mandatory Redemption Dates"); provided, that the principal retirement schedule shall be finally established pursuant to the Final Terms Certificate and Lease Bond Indenture such that the anticipated Rental Payments under the Restated Master Lease will, in each year and assuming that no Rental Payments are prepaid, be sufficient to pay all scheduled Bond Service Charges together with scheduled Administrative Expenses (as defined in the Lease Bond Indenture). The procedures, credits and conditions for the satisfaction of any mandatory sinking fund requirements shall be as set forth in the Lease Bond Indenture. The Lease Bonds shall be subject to redemption, and to mandatory tender for purchase in lieu of redemption, prior to maturity, at the option of the Port Authority exercised in accordance with the requirements of the Lease Bond Indenture, at the times and prices (including "make-whole" or other premiums) provided in the Lease Bond Indenture. The holders of the Lease Bonds shall have such tender option rights as shall be provided in or pursuant to the Lease Bond Indenture, and those rights shall be exercisable only in accordance with the requirements of the Lease Bond Indenture and at the times and prices provided therein. The Lease Bonds shall be dated as of their date of issuance. The Series A Lease Bonds shall be designated "Port of Greater Cincinnati Development Authority Taxable Special Obligation Development Lease Revenue Bonds, Series A (Queen City Square Project)" and the Series B Lease Bonds shall be designated "Port of Greater Cincinnati Development Authority Taxable Special Obligation Development Lease Revenue Bonds, Series B (Queen City Square Project)"; provided, that the Lease Bonds of either or both series may carry additional descriptive designations authorized by the officers executing the same (evidenced conclusively by the execution thereof). The Lease Bonds shall be exchangeable for Lease Bonds of the same series in any authorized denomination or denominations, as provided in the Lease Bond Indenture, and shall be exchangeable for notes (of like series, principal amount and tenor as the Lease Bonds exchanged) issued by the Master

Lessee to provide for the redemption price of the Lease Bonds under the circumstances contemplated by the Lease Bond Indenture. The Lease Bonds shall be subject to the transfer restrictions provided in the Lease Bond Indenture. The Lease Bonds of each series shall be numbered in such manner as is determined by the Lease Bond Trustee in order to distinguish each Lease Bond from any other Lease Bond, and shall be in denominations of \$100,000 and any integral multiples of \$5,000 in excess thereof. The Outstanding Principal Amount of the Lease Bonds shall bear interest 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 the date of the applicable Bond Advance. Bond Service Charges shall be payable in lawful money of the United States of America without deduction for the services of any paying agent, in accordance with the Lease Bond Indenture.

(b) Interest Rate Terms; Initial Term; Interest Rates. The Outstanding Principal Amount of the Lease Bonds shall bear interest from time to time at the rates and for the periods established from time to time in accordance with the Lease Bond Indenture; provided, however, that (i) the Initial Term (defined in the Lease Bond Indenture) shall be established in the Final Terms Certificate, shall be not less than eight (8) years and shall be acceptable to the Master Lessee (as evidenced by its execution and delivery of the Restated Master Lease) and the Purchasers (as evidenced by their execution and delivery of the Lease Bond Agreement); (ii) during the Initial Term, except as permitted by the Lease Bond Indenture, the Outstanding Principal Amount of the Series A Lease Bonds shall bear interest at a fixed annual rate to be established in the Final Terms Certificate upon the execution and delivery of the Lease Bond Agreement, which rate is currently estimated at five and eighty-seven one-hundredths percent (5.87%) per annum, shall be acceptable to the Purchasers (as evidenced by their execution and delivery of the Lease Bond Agreement) and the Master Lessee (as evidenced by its execution and delivery of the Restated Master Lease) and shall not exceed eight percent (8.00%) per annum; (iii) during the Initial Term, the Outstanding Principal Amount of the Series B Lease Bonds shall bear interest at variable interest rates to be established periodically during the Initial Term based on an agreed-upon index of short-term interest rates plus an established spread, as generally described in the form of Lease Bond on file with the Fiscal Officer and both to be identified in the Final Terms Certificate upon the execution and delivery of the Lease Bond Agreement and to be acceptable to the Purchasers (as evidenced by their execution and delivery of the Lease Bond Agreement) and the Master Lessee (as evidenced by its execution and delivery of the Restated Master Lease); (iv) upon and after the expiration or termination of the Initial Term, the Interest Rate Terms (defined in the Lease Bond Indenture) and the interest rates applicable, from time to time, to each series of the Lease Bonds, and whether those interest rates are variable or fixed for a particular Interest Rate Term, shall all be determined in accordance with the Lease Bond Indenture and applicable terms of the Lease Bonds; and (v) no interest rate applicable to the Lease Bonds, including any default rate of interest applicable thereto, shall ever exceed eighteen percent (18%) per year or such lower maximum interest rate as may be established by law or set forth in the Final Terms Certificate or in or pursuant to the Lease Bond Indenture or any credit enhancement facility (or related reimbursement agreement) provided to the Lease Bond Trustee to secure the applicable Lease Bonds.

(c) Execution. The Lease Bonds shall be signed by an Executive and one other member of this Board or 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 Lease Bonds in accordance herewith and with the Lease Bond Indenture, but subject to satisfaction or waiver of any conditions stated herein or therein. The Lease Bonds shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Lease Bond Legislation or the Lease Bond Indenture unless and until a certificate of authentication on the Lease Bonds is signed by the Lease Bond Trustee, as registrar and authenticating agent, or other registrar or authenticating agent appointed pursuant to the Lease Bond Indenture.

(d) Depository. The Lease Bonds shall initially be issued in fully registered form; provided, however, that at the times and under the circumstances established in the Lease Bond Indenture, the Lease Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is so utilized: (i) the Lease Bonds of each series shall be issued in the form of a single Lease Bond registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (ii) the beneficial or book entry interest owners shall have no right to receive Lease Bonds in the form of physical securities or certificates; (iii) ownership of beneficial or book entry interests shall be shown by book entry on the system maintained and operated by the Depository and its participants, and transfers of the ownership of beneficial or book entry interests shall be made only by book entry by the Depository and its participants; and (iv) the Lease Bonds, as such, shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by or on behalf of the Port Authority. If any such Depository determines not to continue to act as a Depository for the Lease Bonds for use in a book entry system, the Executive or the Fiscal Officer, on behalf of the Port Authority, are authorized to establish a securities depository/book entry system relationship with another qualified Depository. If the Executive or the Fiscal Officer does not or is unable to do so, the Executive and the Fiscal Officer, on behalf of the Port Authority, together with the Lease Bond Trustee, after the Lease Bond Trustee makes provision for notification of the beneficial or book entry interest owners by notice to the then Depository, shall permit withdrawal of the Lease Bonds from that Depository, and execute, authenticate and deliver registered Lease Bond certificates to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Port Authority action or inaction, of those persons requesting such issuance. The Executive and the Fiscal Officer, or either or any of them, are each authorized and directed to the extent necessary or required to enter into any agreements determined necessary in connection with a book entry system for the Lease Bonds, after determining (as evidenced by their signing) that the signing thereof will not endanger the funds or securities of the Port Authority under the Lease Bond Indenture.

Section 4. Sale and Delivery of Lease Bonds; Refunding 2004 Lease Bond. The Lease Bonds of each series are awarded and sold to the Initial Purchasers, and to any other Purchasers purchasing Lease Bonds from time to time pursuant to the Lease Bond Agreement, at a purchase price equal to 100% of the principal amount thereof, subject to the conditions set forth in the Lease Bond Agreement and in Sections 2.03 and 2.04 of the Lease Bond Indenture; provided, that such purchase price shall be paid from time to time in Bond Advances (defined in the Lease Bond Indenture) in accordance with the Lease Bond Agreement, the Lease Bond Indenture and the Lease Bonds, upon delivery to the applicable Purchaser (or a transferee permitted by the Lease Bond Agreement and the Lease Bond Indenture) or an agent for all of the Purchasers (and any permitted transferees) of Bond Advance Requisitions in the form required by the Lease Bond Agreement and Lease Bond Indenture; and provided, further, that the manner of refunding the 2004 Lease Bond, including paying or providing for the purchase price of the Refunding Lease Bonds, shall be established under the Lease Bond Agreement and Lease Bond Indenture on terms satisfactory to WSLAC, the Port Authority and the Lease Bond Trustee and acceptable to the 2004 Lease Bond Registrar, which terms may include surrender of the 2004 Lease Bond by WSLAC to the 2004 Lease Bond Registrar for cancellation pursuant to and in accordance with the 2004 Lease Bond Agreement simultaneously with and in consideration of, the issuance of the Refunding Lease Bonds, in equal principal amount, to WSLAC. Execution and delivery of the Restated Master Lease shall be a condition to the issuance of the Lease Bonds and, on that date of issuance, the Master Lessee shall make advances against its obligations to pay Rental Payments and Service Payments thereunder, sufficient to pay all interest accrued on the 2004 Lease Bond and the 2004 TIF Bond, respectively, through the day immediately preceding that date of issuance, and the amounts so advanced shall be used for those purposes in accordance with the agreements pertaining to the refunding of the 2004 Lease Bond and the 2004 TIF Bond. Other terms of the Lease Bonds and the sale and delivery thereof may be specified in

the Final Terms Certificate, which is hereby authorized consistent with this resolution, or in the Lease Bond Indenture or Lease Bond Agreement, including the amount of the Port Authority's fees to be paid from the proceeds of the Lease Bonds or other sources, the amounts (or manner of calculation or determination of the amounts) of capitalized interest to be paid from the proceeds of the Lease Bonds and the other costs of or related to the issuance of the Lease Bonds to be paid therefrom, and the amounts (or manner of calculation or determination of the amounts), if any, of Minimum Service Payments payable by the Construction Agent with respect to the Project during the construction period and to be paid or reimbursed as Project costs from the proceeds of the Lease Bonds. All matters determined in the Final Terms Certificate, the Lease Bond Agreement or the Lease Bond Indenture shall be conclusive and binding on the Port Authority. Any fees payable in connection with the issuance and sale of the Lease Bonds and the refunding of the 2004 Lease Bond, including, without limitation, any counsel fees and any other fees to be paid in connection with the structuring and sale of the Lease Bonds may be paid and are hereby appropriated from the proceeds of the sale of the Lease Bonds.

The Executive and the Fiscal Officer, or any one or more of them, are authorized and directed to make the necessary arrangements with the Initial Purchasers, WSLAC, as holder and paying agent of the 2004 Lease Bond, the Lease Bond Trustee and the 2004 Lease Bond Registrar to establish the date, location, procedure and conditions for the delivery of the Lease Bonds and the refunding of the 2004 Lease Bond in accordance with the Lease Bond Indenture and Lease Bond Agreement, and subject to the conditions stated therein, including delivery of investor acknowledgement letters, in form and substance satisfactory to counsel to the Purchasers and the Port Authority, including Bond Counsel. It is determined by this Board that the price for and the terms of the Lease Bonds and the sale thereof, all as provided in or pursuant to this resolution, the Final Terms Certificate, the Lease Bond Agreement and the Lease Bond 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 Special Funds. The Special Funds are hereby authorized and directed to be created, and the proceeds from the sale of the Lease Bonds shall be advanced, deposited and disbursed in accordance with the Lease Bond Agreement, the Lease Bond Indenture, the Disbursement Agreement and the written direction of an Executive or Fiscal Officer to pay costs of constructing and developing the Phase II Project Improvements, costs of refunding the 2004 Lease Bond, costs of issuance of the Lease Bonds, and any fees of the Port Authority payable pursuant to the Lease Bond Indenture, all as provided in the Lease Bond Agreement or the Lease Bond Indenture, and the proceeds from the sale of the Lease Bonds, and any other moneys provided to or on behalf of the Port Authority for those purposes, are appropriated for those purposes. Disbursement, investment and application of amounts deposited in the Special Funds, and the creation and uses of Accounts and Subaccounts therein, shall be in accordance with the Restated Master Lease, the Construction Agency Agreement, the Disbursement Agreement, the Lease Bond Indenture and the Mortgage. In addition to the Special Funds, the Lease Bond Trustee may from time to time establish other funds under the Lease Bond Indenture which shall, when funded, be subject to the lien of the trust under the Lease Bond Indenture. Disbursement, investment and application of amounts deposited in any such funds, and the creation and uses of accounts and subaccounts therein, shall be in accordance with the Lease Bond Indenture, the Mortgage and the Restated Master Lease.

Section 6. Security for the Lease Bonds. The Lease Bonds shall be secured by the Lease Bond Indenture, by the Restated Master Lease and the assignment thereof (except for certain unassigned rights) and of the Rental Payments to the Lease Bond Trustee, and by the Mortgage. Notwithstanding anything to the contrary herein or in the Lease Bonds, the Lease Bonds do not and shall not pledge the general credit or taxing power of the Port Authority, or of the City, the County or the State or any political subdivision, municipality or other local agency thereof, and nothing herein or in the Lease Bonds or the Lease Bond Indenture, or in the Restated

Master Lease, the Mortgage or any other agreement, instrument or document pertaining to the Lease Bonds shall constitute a general obligation, debt or bonded indebtedness of the Port Authority, the City, the County or the State or any political subdivision thereof; and further, nothing herein or therein gives the holders or owners of the Lease Bonds, and they do not have, the right to have excises or taxes levied by this Board, or by the City, the County 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 or any other charges on the Lease Bonds or any obligations under or with respect to the Lease Bonds, the Construction Agency Agreement, the Lease Bond Indenture, the Restated Master Lease, the Mortgage or any other agreement, instrument or document pertaining to the Lease Bonds or the redevelopment of the Project Site. The Lease Bonds shall be payable solely from the Pledged Revenues and the Special Funds, as provided herein and in the Lease Bond Indenture, and shall contain a statement to that effect. Nothing herein or in the Lease Bond 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 Lease Bond Legislation, the Lease Bond Indenture or the Lease Bonds.

Section 7. Covenants of Port Authority. In addition to the covenants and agreements of the Port Authority herein and in the Restated Master Lease, the Lease Bond Indenture, the Mortgage or the other Lease Bond documents to which it is a party, the Port Authority, by issuance of the Lease Bonds, covenants and agrees with each holder or owner of the Lease Bonds:

(a) That the Port Authority will use, or cause the use of, the proceeds of the Lease Bonds to finance and refinance costs of the Project Improvements including, without limitation, costs of constructing and otherwise developing the Phase II Project Improvements on the Project Site, refunding the 2004 Lease Bond and paying or reimbursing costs and fees payable in connection with the issuance of the Lease Bonds, the refunding of the 2004 Lease Bond and the implementation of the construction and development of the Phase II Project Improvements;

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

(c) That the Fiscal Officer will furnish to the Lease Bond 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 Lease 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 Restated Master Lease, the Lease Bonds and the Lease Bond Legislation, or as may be required or authorized by the Act, the Restated Master Lease, the Lease Bond Indenture, the Lease Bond Agreement or the Mortgage, and will comply with all requirements of law applicable to the Lease Bonds;

(e) That the Port Authority will observe and perform all of its agreements and obligations provided for by the Restated Master Lease, the Lease Bonds and the Lease Bond Legislation, the Lease Bond Indenture, the Lease Bond Agreement, the Mortgage and the other agreements, instruments and documents relating to the Lease Bonds and to which it is a party, and that all of 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 Section 2731.01, Ohio Revised Code;

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

(g) That the Port Authority will, 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 herein and in the Lease Bonds; and

(h) That the Port Authority will, initially from the proceeds of the Lease Bonds and thereafter at the expense of the Master Lessee, cause the Restated Master Lease (or a memorandum thereof) and the Mortgage, and any amendments or supplements to either, any related documents or instruments providing security to the Lease Bond Trustee (including terminations of filings relating to the 2004 Master Lease and the 2004 Lease Bond Agreement), to be recorded and filed in such manner and in the places which may be required by law in order to preserve and protect that security.

Section 8. Restated Master Lease, Mortgage, Lease Bond Indenture, Disbursement Agreement and Lease Bond Agreement. To provide for the amendment and restatement of the 2004 Master Lease and thereby, among other things, provide for the lease to, and further development of the entire Project by, the Master Lessee and to provide for Rental Payments sufficient to pay, and at the times required to pay, the Bond Service Charges on the Lease Bonds and the Administrative Expenses, an Executive and a Fiscal Officer, alone or together, are hereby authorized, for and in the name of the Port Authority and on its behalf, to execute the Restated Master Lease, in substantially the form thereof now on file with the Fiscal Officer, with such changes therein as are not inconsistent with the Lease Bond Legislation and not substantially adverse to the Port Authority and which are permitted by the Act and shall be approved by the officer or officers executing the Restated Master Lease. To provide for the issuance and terms of, and the security for the payment of Bond Service Charges on, and the repayment of, the Lease Bonds, an Executive and a Fiscal Officer, alone or together, are hereby authorized, for and in the name of the Port Authority and on its behalf, to execute the Lease Bond Indenture and the Mortgage, in substantially the forms thereof now on file with the Fiscal Officer, with such changes therein as are not inconsistent with the Lease Bond Legislation and not substantially adverse to the Port Authority and which are permitted by the Act and shall be approved by the officer or officers executing the Lease Bond Indenture and the Mortgage. To provide for the sale of the Lease Bonds, the advance and disbursement of the proceeds of such sale and the refunding of the 2004 Lease Bond, an Executive and a Fiscal Officer, alone or together, are hereby authorized, for and in the name of the Port Authority and on its behalf, to execute the Lease Bond Agreement and the Disbursement Agreement, in substantially the forms thereof now on file with the Fiscal Officer, with such changes therein as are not inconsistent with the Lease Bond Legislation and not substantially adverse to the Port Authority and which are permitted by the Act and shall be approved by the officer or officers executing those documents. The approval of such changes, and that such changes are 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. Other Documents and Further Actions. The Executive and the Fiscal Officer are further authorized and directed, alone or together, to execute each other agreement or document relating to the issuance, sale and delivery of the Lease Bonds and to which the Port Authority is a party, together with all reasonably related certifications, notices, financing statements, assignments, agreements, applications and instruments required in connection therewith, and to take such further actions as are necessary or appropriate to implement the transactions contemplated in the Lease Bonds and herein or in the documents authorized hereby or the Redevelopment Agreement and to consummate the transactions contemplated in this

resolution and those documents, and to undertake, complete and finance or refinance the construction and development of the Project consistent with the Redevelopment Agreement in cooperation with the City to the extent described in the Redevelopment Agreement. The authorizations granted in or pursuant to the 2004 Lease Bond Resolution and the Existing Phase II Resolutions are hereby expressly ratified and confirmed and the documents executed and delivered pursuant thereto, except to the extent to be amended, supplemented, restated or otherwise modified as contemplated hereby, are expressly approved and ratified. All actions heretofore taken by the officers and officials of the Port Authority and of this Board in connection with the implementation of the Project and the financing and refinancing thereof, as contemplated hereby and by the documents authorized hereby or by the 2004 Lease Bond Resolution and the Existing Phase II Resolutions, are hereby ratified and approved.

Section 10. Severability. Each section of this resolution and each subdivision or paragraph of any section hereof and each sentence of a paragraph hereof is hereby declared to be independent and the finding or holding of any section or any subdivision, paragraph or sentence hereof 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 11. 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.

Section 12. Effective Date. This resolution shall be in full force and effect upon its adoption.

ADOPTED: November 20, 2008

Yeas: 7

Nays: 0

Abstentions: 0

CHAIR

Attest: _____
SECRETARY