

## WARREN COUNTY PORT AUTHORITY

The Board of Directors (the "Board") of the Warren County Port Authority (the "Authority") met on January 14, 2008, at 5:00 p.m., at the offices of the Board with the following members present:

**Mr. Greg Ficke**  
**Mr. Dave Gully**  
**Mr. Geoff Hearsum**  
**Mr. Greg Sample**  
**Mr. Steve Wilson**

It was moved by **Mr. Steve Wilson** and seconded by **Mr. Gully** that the following resolution be adopted:

### RESOLUTION NO. 2008-03

#### GENERAL BOND RESOLUTION PROVIDING FOR THE ISSUANCE FROM TIME TO TIME OF OBLIGATIONS, AND FOR THE PAYMENT, AND SECURING THE PAYMENT, OF THOSE OBLIGATIONS

WHEREAS, by and pursuant to the Act and the laws of the State, the Authority was created and exists as a body both politic and corporate, performing essential public functions, and is authorized and empowered, among other things, to issue Bonds and other Obligations, to pay costs of acquiring and constructing the Project, and to make the pledges and other provisions for the payment of those Obligations and provide the security for that payment as provided in and pursuant to this General Bond Resolution; and

WHEREAS, by this General Bond Resolution and the Trust Agreement the Authority desires to provide for the issuance from time to time of the Obligations, and for the payment, and securing the payment, of Debt Service Charges, with each issue of Obligations to be authorized by a Series Resolution based upon this General Bond Resolution and the Trust Agreement; and

WHEREAS, any Obligations authorized by this General Bond Resolution and the Trust Agreement shall be payable solely from the Pledged Revenues;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WARREN COUNTY PORT AUTHORITY as follows:

#### **Section 1. Definitions; Interpretations and References.**

(a) **Definitions.** Where used in the Bond Proceedings and in the Obligations, capitalized words used as defined terms, to the extent not defined therein or herein, shall have the meanings assigned to those terms in the Master Definition List attached as Exhibit A to the Cooperative Agreement, unless otherwise therein or herein provided or unless the context or use clearly indicates another or different meaning or intent.

**(b) Interpretations and References.** Any reference in the Bond Proceedings to the Authority, or to its members or officers, or other officers, or to other public boards, commissions, departments, institutions, agencies, bodies, entities or officers, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or otherwise are lawfully performing their functions.

Any reference in the Bond Proceedings to a section or provision of the Revised Code or to the Act or to the laws of the State shall include that section or provision and the Act and those laws as from time to time amended, modified, revised, supplemented or superseded. However, no such amendment, modification, revision, supplementation or supersession, or further action by the General Assembly, shall alter the obligation to pay Debt Service Charges in the amount and manner, at the times and from the sources provided in this General Bond Resolution, the applicable Series Resolution, and the Trust Agreement, except as otherwise permitted in the Trust Agreement.

Unless the context otherwise indicates, words in the Bond Proceedings importing the singular number include the plural number and vice versa.

References in this General Bond Resolution to sections, unless otherwise stated, are to sections of this General Bond Resolution. The terms "hereof," "herein," "hereby," "hereto," and "hereunder," and similar terms, mean and refer to this General Bond Resolution and the Trust Agreement.

The captions and headings in this General Bond Resolution and in the Master Trust Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses hereof.

## **Section 2. Authorization, Application of Proceeds, Pledge and Security.**

**(a) Authorization.** The Obligations shall be issued pursuant to and as authorized by the Act, this General Bond Resolution, and the Trust Agreement to pay Project Costs, to pay the principal of and interest and any redemption premium on Obligations, and to refund, advance refund, fund or retire Obligations. The Obligations may be issued in amounts authorized by the Authority, without any limitation as to amount, this General Bond Resolution, or any applicable Series Resolution, or as may hereafter be provided by law, and shall be authorized by Series Resolutions as provided in this General Bond Resolution.

**(b) Application of Proceeds.** The proceeds from the sale of Obligations shall be applied solely to the purposes for which they are issued as authorized pursuant to Section 2(a). Those proceeds shall be allocated for such purpose or purposes, and shall be held, invested and paid out, as provided in the applicable Series Resolution, subject to any applicable provision of this General Bond Resolution and the Trust Agreement.

(c) **Pledge.** There are hereby pledged, in priority to all other expenses, claims and payments, to the security of the Obligations and for the payment of Debt Service Charges on all Outstanding Obligations, the gross amount of Pledged Revenues. The Pledged Revenues may also be pledged for the establishment and maintenance of any Reserve Requirement as may be provided for in the applicable Bond Proceedings, and for the payment and satisfaction of any other requirements with respect to the Obligations including payments relating to any Credit Support Instrument. In accordance with the Act, all Pledged Revenues are immediately subject to the lien of this pledge upon their receipt by the Authority, and that pledge creates a perfected security interest for all purposes of Chapter 1309 of the Revised Code without necessity for separation or delivery of funds or for the filing or recording of the Bond Proceedings or any certificate, statement or other document with respect thereto or for any act of appropriation.

(d) **Security.** Unless otherwise provided in the Series Resolution authorizing a Series of Obligations, all Outstanding Obligations shall be equally and ratably secured, without distinction by reason of series designation, number, date of authorization, issuance, sale, execution or delivery, or date of the Obligations or of maturity, by the pledge of the Pledged Revenues to the extent provided in, and except as otherwise permitted by, this General Bond Resolution. Nothing in this General Bond Resolution or in the Trust Agreement shall prevent the Authority from providing or causing to be provided a Credit Support Instrument or a Reserve Requirement pledged or relating to the payment of Debt Service Charges on any one or more Obligations, or series, or two or more series, or part of a series of Obligations, and not on other Obligations or series of Obligations. Nothing herein shall prevent a subordinated pledge of the Pledged Revenues to secure Notes or other Obligations; provided, however, no Series Resolution shall adversely affect the priority of any Obligations then outstanding without the consent of all of the holders of the Obligations so affected.

Nothing in the Act, this General Bond Resolution, the Trust Agreement or other Bond Proceedings gives the holders of Obligations, and they do not have, the right to have levied by the Authority or otherwise levied any excises or taxes for the payment of Debt Service Charges; each Obligation shall bear on its face a statement to that effect and to the effect that the right of Holders to the payment of Debt Service Charges is limited to payment from the Pledged Revenues, and any other source of moneys as provided in this General Bond Resolution and in the applicable Series Resolution. However, nothing in the Trust Agreement or in other Bond Proceedings shall be deemed to prohibit the Authority, of its own volition and to the extent lawfully authorized to do so, from using any other resources for the fulfillment of the terms, conditions, or obligations of the Bond Proceedings and the Obligations.

**Section 3. Series Resolutions.** Each issue of Obligations shall be authorized by a Series Resolution, which shall make provision, in a manner consistent with this General Bond Resolution and the Trust Agreement, for the following with respect to the series of Obligations it authorizes:

(i) The purpose or purposes for which the Obligations, including an identification of the portion of the Project that is the subject of the Series Resolution, are issued and the disposition of the Obligation proceeds, their authorized or maximum authorized principal amount, and their date or dates;

(ii) The form of the Obligations, which may be any form then permitted by law, including, without implied limitation, physical certificates in registered form, book-entry form, and certificates with or without coupons evidencing installments of interest, which may or may not be registered or registrable as to principal;

(iii) The interest or appreciation rate or rates or amounts for the Obligations or the method for determining the rate or rates or amounts, which may be any method then permitted by law, including, without implied limitation, fixed or variable interest rates with or without provision for conversion to other fixed or variable interest rates, and accretion of principal payable at maturity or other times in lieu of interest or current interest payments;

(iv) The principal maturities or payments, and the principal payment dates and any Interest Payment Dates, or the method for determining those maturities or payments and dates;

(v) The series designation, denomination or denominations, and manner of numbering;

(vi) Any prior redemption provisions, including any premium to be paid upon redemption, and any Mandatory Sinking Fund Requirements;

(vii) The Paying Agent or Paying Agents;

(viii) The manner of or provisions for sale;

(ix) The creation, funding and application of any Special Funds and Accounts, including any Reserve Requirement, particularly applicable to those Obligations;

(x) The provision for the acquisition of a Credit Support Instrument, if applicable;

(xi) The authorization of a Supplemental Trust Agreement and other agreements, which may include provisions and agreements relating to any Credit Support Instruments or Reserve Requirement; and

(xii) Any other provisions considered advisable or authorized by the Authority, which are consistent with the Act and the Trust Agreement.

#### **Section 4. General Terms and Provisions of Obligations.**

(a) **General.** All Obligations shall express on their faces the purpose or purposes for which issued, and Obligations of each series shall bear a series designation to distinguish that series from other series. The Obligations shall bear such other statements or legends as may be required or permitted by law, this General Bond Resolution, or the applicable Bond Proceedings.

Debt Service Charges shall be payable in lawful money of the United States or, as may be and if specified or provided for in the applicable Series Resolution, in such other or additional coin, currency, or medium of exchange or value.

**(b) Execution.** All Obligations shall be executed in a manner consistent with the applicable Bond Proceedings and law in effect at the time of their issuance. Unless otherwise required thereby or provided by the applicable Series Resolution, Obligations shall be executed by two of the following officers of the Authority: the Chair, the Vice Chair, Treasurer, or the Executive Director, provided that any one or more or all of those signatures may be a facsimile signature. The signatures shall be attested, manually or by facsimile signature, by the Secretary of the Authority. In case any officer of the Authority whose manual or facsimile signature appears on any Obligation ceases to be that officer before the authentication and delivery of the Obligation, that signature nevertheless shall be valid and sufficient for all purposes, the same as if the officer had remained in office until that time. Any Obligation may be executed on behalf of the Authority by an officer who on the date of execution is the proper officer, even though on the date of the Obligation that Person was not the proper officer.

**Section 5. Creation of Funds and Accounts.** There are hereby created and shall be maintained the following funds, each as a separate fund (except when invested as hereinafter provided) in the custody of the Trustee, each designated as indicated and including therein the accounts and subaccounts described herein, and such additional accounts and subaccounts as may be created by the applicable Supplemental Trust Agreement or as the Trustee shall, in its discretion, deem expedient for implementing the purposes hereof:

(a) A fund designated the "Warren County Port Authority Bond Fund," and the "Interest Account," the "Principal Account," and the "Prepayment Account" therein;

(b) A fund designated the "Warren County Port Authority Project Fund" and including the "Capitalized Interest Account" (and the "Proceeds Subaccount," the "Equity Subaccount," and the "Other Payments Subaccount" therein), the "Costs of Issuance Account" and the "Project Improvement Account" therein;

(c) A fund designated the "Warren County Port Authority Revenue Fund" and the following accounts and subaccounts therein:

(i) The "City Pledged Revenue Account," and the "TIF Fund Subaccount" and the "SA Collection Subaccount" therein; and

(ii) The "Authority Pledged Revenue Account," and the "Service Payment Subaccount" and the "Assessment Collection Subaccount" therein;

(d) A fund designated the "Warren County Port Authority Surplus Fund" and the "Surplus Account" and the "Excess Assessments Account" therein;

(e) A fund designated the "Warren County Port Authority Rebate Fund"; any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder;

(f) A fund designated the "Warren County Port Authority Reserve Fund"; and

(g) A fund designated the "Warren County Port Authority Administrative Expense Fund."

#### **Section 6. Bond Fund.**

(a) **Bond Fund.** All moneys received by or on account of the Authority and required by the applicable Bond Proceedings to be deposited, transferred, or credited to the Bond Fund and the accounts and subaccounts therein, and all other moneys transferred or allocated to or received for the purposes of that fund, shall be deposited with the Trustee and credited to that fund and the proper accounts therein, subject to the applicable Bond Proceedings, without necessity for any act of appropriation. The Bond Fund is a trust fund pledged to the payment of Debt Service Charges on Obligations to the extent provided in the applicable Bond Proceedings, and payment of Debt Service Charges from that fund shall be made or provided for by the Trustee in accordance with the Bond Proceedings without necessity for any act of appropriation.

(b) **Accounts.** The Interest Account, the Principal Account and the Prepayment Account in the Bond Fund, and the moneys and Eligible Investments therein, shall be used solely and exclusively for the payment of Debt Service Charges as they become due at stated maturity, by redemption or pursuant to any mandatory sinking fund requirements, all as provided herein and in the Cooperative Agreement; provided, that no part thereof shall be used to redeem any Obligations prior to maturity, except as may be provided herein, in any Supplemental Trust Agreement, or in the Cooperative Agreement. The Trustee shall establish separate subaccounts within the Interest Account, the Principal Account, and the Prepayment Account, subject to the applicable Bond Proceedings, for each separate series of Obligations.

(c) **Payment of Debt Service Charges.** The Trustee shall transmit to any Paying Agents, as appropriate, from moneys in the Interest Account and the Principal Account (and the appropriate subaccounts therein), as applicable, amounts sufficient to make timely payments of interest on and principal of and any premium on the Obligations to be made by those Paying Agents and then due and payable. The Authority authorizes and directs the Trustee to cause withdrawal of moneys from the Bond Fund which are available for the purpose of paying, and are sufficient to pay, the principal of and interest and any premium on the Obligations as they become due and payable (whether at stated maturity, by redemption, or pursuant to any mandatory sinking fund requirements), for the purposes of paying or transferring moneys to the Paying Agents which are necessary to pay such Debt Service Charges when due.

Debt Service Charges shall be payable, as they become due, (i) first, from the Interest Account and the Principal Account (and the appropriate subaccounts therein) to pay, respectively, the interest and principal on the Obligations; (ii) second, from the Capitalized Interest Account of the Project Fund as provided in Section 7(f) herein; (iii) third, from City

Contributions to be made by the City pursuant to the terms of the Cooperative Agreement and to be transferred from the applicable subaccount of the City Pledged Revenue Account to the applicable subaccount of the Authority Pledged Revenue Account (first from the Service Payment Subaccount therein and second from the Assessment Collection Subaccount therein); (iv) if amounts on deposit in the Bond Fund on any Interest Payment Date or Principal Payment Date are not sufficient to pay the Debt Service Charges due and payable hereunder, then from moneys transferred to the Bond Fund first from the Surplus Account, second from the Excess Assessments Account, and third from the Reserve Fund or from a Credit Support Instrument not deposited into the Reserve Fund (as set forth in the applicable Supplemental Trust Agreement); (v) to the extent that the foregoing sources are insufficient on any date on which Debt Service Charges are due and payable hereunder from other Pledged Revenues to the extent then available, including any amounts in the Revenue Fund, the Administrative Expense Fund, and the Project Fund; and (vi) from any other source lawfully available to the Trustee, including without limitation, proceeds from the sale or liquidation of any collateral then assigned or pledged to the Trustee.

(d) **Prepayment Account.** In addition to the deposits to be made in the Bond Fund as otherwise contemplated herein, there shall be deposited into the applicable account or subaccount of the Bond Fund (the Prepayment Account therein unless otherwise directed), as and when received, any amount remaining in the Project Fund after completion of the Project and payment of all costs and expenses to be paid from the Project Fund, as provided in Section 7(g) hereof, subject, however, to any applicable provisions in the Trust Agreement or in the Cooperative Agreement for another application of those moneys. Amounts so deposited shall be used by the Trustee at the first opportunity to redeem Obligations subject to optional redemption, unless otherwise directed by the Authorized Authority Representative in accordance with applicable provisions in the Trust Agreement or in the Cooperative Agreement. Any other amounts required under the Trust Agreement or under the Cooperative Agreement to be deposited into the Prepayment Account shall be so deposited and shall be used for the purposes for which such amounts were so deposited.

(e) **Excess Funds.** Except as otherwise provided herein or in the Trust Agreement, any amounts remaining in the Bond Fund (i) after all of the outstanding Obligations shall be deemed paid and discharged under the provisions of the Trust Agreement, and (ii) after payment or provision for payment of all fees, charges and expenses of the Trustee, including counsel fees, and expenses of the Administrator, the Registrar and any Paying Agents or Authenticating Agents and of all other Administrative Expenses and other amounts required to be paid under the Trust Agreement or the Cooperative Agreement, shall be paid to (i) the City, to the extent that such surplus funds result from excess Service Payments, and (ii) the Developer, to the extent that such surplus funds result from excess Special Assessment Collections.

## **Section 7. Project Fund.**

(a) **Project Fund.** The Project Fund does not constitute a Special Fund under this General Bond Resolution and the Trust Agreement.

(b) **Creation of Accounts.** The Trustee shall establish separate accounts within the Project Fund for accounting purposes for each separate issue of Obligations. Moneys in the Project Fund may be transferred among and between accounts and subaccounts established therein according to the provisions of the Trust Agreement. If the unexpended proceeds of a prior issue of Obligations remain in the Project Fund upon the issuance of any Additional Obligations, the Trustee shall establish the necessary separate accounts and subaccounts within the Project Fund, for accounting purposes, for the deposit of the proceeds of the issue of Additional Obligations.

(c) **Proceeds of Obligations.** Unless otherwise provided in the applicable Series Resolution, the proceeds from the sale of Obligations, excluding any amounts representing accrued interest, shall be deposited to the credit of the Project Fund.

(d) **Application of the Project Fund.** Moneys in the Project Fund shall be disbursed in accordance with an applicable Series Resolution. Subject to the provisions below, disbursements from the Project Fund shall be made to pay for the Project Costs in connection with the Project and other costs as permitted by law and the applicable Bond Proceedings.

(e) **Investment of the Project Fund.** Moneys in the Project Fund and separate accounts therein may be invested and reinvested by the Trustee in any Eligible Investments of that fund as provided in the Trust Agreement; provided that the Trustee shall keep accurate records of all investments of moneys in the Project Fund and the separate accounts therein. Subject to the provisions of the applicable Bond Proceedings, investment earnings on the Project Fund shall be credited to the Administrative Expense Fund and used to pay Administrative Expenses.

(f) **Capitalized Interest Account.** The amounts deposited into the Capitalized Interest Account and the subaccounts therein shall be transferred by the Trustee, without the need for any further direction on the part of the Authority or any other Person, as follows: (i) to the Interest Account in the Bond Fund on the Interest Payment Dates in the amounts necessary to pay interest due on the Obligations, and (ii) to the Administrative Expense Fund on the Administrative Expense Payment Dates in the amounts necessary to pay the Administrative Expenses. All amounts in the Proceeds Subaccount shall be used prior to any amounts being so used from any other subaccount in the Capitalized Interest Account to pay interest on the Obligations, and all amounts, if any, in the Other Payments Subaccount shall be used for that purpose prior to any amounts being so used from the Equity Subaccount. All amounts in the Other Payments Subaccount shall be used first, and otherwise amounts in the Equity Subaccount shall be used, to pay the Administrative Expenses due on an Administrative Expense Payment Date. Anything herein to the contrary notwithstanding, any amounts received by the City as Service Payments during the period for which interest is capitalized for any series of Obligations shall, upon transfer to the Authority Pledged Revenue Account, be immediately transferred to the Other Payments Subaccount, and all interest on the Capitalized Interest Account shall be deposited into the Other Payments Subaccount, and the amounts so transferred or deposited therein shall be used as described in this Section 7(f). Any amounts remaining in any subaccount in the Capitalized Interest Account on the date of the last scheduled payment from the Capitalized Interest Account, shall be transferred on that date to the Project Improvement Account and shall be used for purposes permitted for that account; provided,



that if the Project Completion Date has theretofore occurred and no amounts remain in the Project Improvement Account, such amounts shall instead be transferred to the Prepayment Account of the Bond Fund and used, together with any investment earnings thereon, on the next succeeding Interest Payment Date to redeem Obligations subject to optional redemption.

(g) **Project Improvement Account.** Moneys in the Project Improvement Account and in any subaccounts created therein pursuant to any Supplemental Trust Agreements shall be disbursed on the order of the Authorized Construction Agent Representative, upon approval by the Authorized Authority Representative, to pay Project Costs, all in accordance with the provisions of the Construction Agency Agreement and the Cooperative Agreement. The completion of the acquisition, construction, equipping, improvement and development of each portion of the Project, and of the Project, and payment of all costs and expenses incident thereto, shall be evidenced by the filing with the Trustee of the applicable certificate or certificates of the Construction Agent and the Authority required by Section 3.5 of the Cooperative Agreement and Sections 4.3 and 4.4 of the Construction Agency Agreement, which shall state that all obligations and costs in connection with the Project, or a portion of the Project, as applicable, and payable out of the Project Fund, have been paid and discharged, except for any amounts to be retained by the Trustee for the payment of costs of the Project not then due and payable. As soon as practicable after the filing with the Trustee of the Final Completion Certificate (with respect to the last portion of the Project to be completed), any balance remaining in the Project Fund (other than any amounts to be retained by the Trustee as described in the preceding sentence) shall, unless otherwise directed by the Authorized Authority Representative, be transferred to and deposited in the Prepayment Account of the Bond Fund and used, together with any investment earnings thereon, on the next succeeding Interest Payment Date to redeem Obligations subject to optional redemption, or shall be deposited or applied in accordance with the direction of the Authorized Authority Representative to one or more of the following purposes: (i) transfer to the Principal Account to be used for the payment of principal of the Obligations due on the next succeeding Principal Payment Date, (ii) transfer to the Interest Account to be used for the payment of interest due on the Obligations on the next succeeding Interest Payment Date, (iii) transfer to the provider of a Credit Support Instrument to reimburse such provider for any draws on the Credit Support Instrument, or (iv) transfer to a segregated account in the Reserve Fund if accompanied by a concurrent and equal reduction of the stated amount of any Credit Support Instrument therein (and the Trustee shall forthwith take such steps as are necessary to reduce the stated amount of that Credit Support Instrument to such extent as shall be necessary so that the amount on deposit in the Reserve Fund plus the stated amount of the Credit Support Instrument does not exceed the Reserve Requirement); provided that any such direction of the Authorized Authority Representative may only be given if it is accompanied by an opinion of Bond Counsel to the effect that such directed use of any such amounts will not cause the interest on the Obligations to be included in gross income of the Holders of the Obligations for federal income tax purposes. If requested by the Authority or the City, after the Project has been completed and a certificate of payment of all costs is filed as provided herein, the Trustee shall file copies of the records pertaining to the Project Fund and disbursements therefrom with the Authority and the City.

(h) **Costs of Issuance Account.** Proceeds of an issue of Obligations or other available moneys may be deposited into the Costs of Issuance Account and used to fund the Costs of Issuance of such Obligations pursuant to the applicable Supplemental Trust Agreement, Certificate of Award, or otherwise in the Bond Proceedings. The applicable Certificate of Award

may also provide that the Costs of Issuance be paid directly from the proceeds of such Obligations.

**Section 8. Revenue Fund.**

(a) **Revenue Fund.** Moneys will be disbursed from the Revenue Fund pursuant to the provisions of this Section 8 of the General Bond Resolution. The Revenue Fund constitutes a Special Fund under this General Bond Resolution and the Trust Agreement.

(b) **Application of the Revenue Fund.** The Revenue Fund and the moneys and Eligible Investments therein shall be used solely and exclusively for the payments and transfers described in this Section 8 and in any Supplemental Trust Agreement, and, except for an authorized application thereof, the Authority shall have no interest whatsoever in the moneys and investments in the Revenue Fund. In accordance with the Cooperative Agreement, so long as there are any outstanding Obligations, all City Contributions, to the extent, if any, not paid directly to the Trustee for the account of the City and deposited in a subaccount of the City Pledged Revenue Account and then transferred to the Authority Pledged Revenue Account in accordance with the Cooperative Agreement, shall be deposited, assigned, transferred and paid by the City upon receipt as described in the Cooperative Agreement and, in any event, within thirty (30) calendar days of receipt, shall be paid to the Trustee for the account of the Authority. Subject to the terms of the Cooperative Agreement, the City Contributions are expected to be in an aggregate amount which is sufficient to make the payments to be made from the Pledged Revenues, as described below.

(c) **Deposit of City Pledged Revenues.** Upon receipt by the Trustee, whether from the City, the County Treasurer, or otherwise: (i) all Service Payments (and any other City Pledged Revenues received from or on behalf of the City other than Special Assessment Collections) shall be deposited into TIF Fund Subaccount in the City Pledged Revenue Account; and (ii) all Special Assessment Collections received from or on behalf of the City shall be deposited into the SA Collection Subaccount in the City Pledged Revenue Account.

(d) **Transfer to the Authority Pledged Revenue Account.** Upon deposit in the City Pledged Revenue Account, and in any event not later than the Business Day following any such deposit, all amounts deposited into the City Pledged Revenue Account shall be transferred to and deposited into the Authority Pledged Revenue Account as follows: (i) any amount deposited into the TIF Fund Subaccount in the City Pledged Revenue Account shall be transferred to and deposited into the Service Payment Subaccount in the Authority Pledged Revenue Account; and (ii) any amount deposited into the SA Collection Subaccount in the City Pledged Revenue Account shall be transferred to and deposited into the Assessment Collection Subaccount in the Authority Pledged Revenue Account.

Anything herein or in the Cooperative Agreement notwithstanding, all amounts deposited in the Authority Pledged Revenue Account, and any moneys and Eligible Investments held therein, constitute Pledged Revenues hereunder, pledged and assigned solely for the uses and purposes hereof, and neither the City nor the Authority, except as to the uses and purposes hereof, shall have any interest whatsoever in the Authority Pledged Revenue Account or the moneys and Eligible Investments therein. Anything herein or in the Cooperative Agreement

notwithstanding, the City Pledged Revenue Account in the Revenue Fund constitutes a special fund of the City, and all amounts deposited therein and any moneys or investments held therein or to the credit thereof constitute City Pledged Revenues pledged solely to the payment of the City Contributions under the Cooperative Agreement.

(e) **Transfers from the Authority Pledged Revenue Account.** So long as there are any outstanding Obligations, all moneys and investments in the Authority Pledged Revenue Account in the Revenue Fund including, without limitation, the Assessment Collection Subaccount and the Service Payment Subaccount, shall be allocated to, and shall be used to make, the transfers described below (with all moneys in the Service Payment Subaccount being used first before any amounts are used from the Assessment Collection Subaccount) at the following times and in the following order:

(i) **First**, upon the direction of the Authorized Authority Representative, to pay (i) property taxes and Service Payments, if any, due, payable and more than one hundred eighty (180) days delinquent (as certified to the Trustee by the Authorized Authority Representative) with respect to the Project; provided, that the Authorized Authority Representative shall have theretofore notified the owner of the fee estate with respect to which the delinquency has occurred, the Manager, and the City of the delinquency and provided sixty (60) days to cure the delinquency; or (ii) the premium for any policies of Required Property Insurance Coverage or Required Public Liability Insurance Coverage for the Project if any such coverages have lapsed, or have not otherwise been provided; and, provided further, that in the event that any such payments authorized by this provision are made, and the taxes are otherwise paid or the insurance is provided from a different source, any refund received by the Authority or the Trustee shall be reimbursed to and deposited into the fund and account from which such payments were made.

(ii) **Second**, on the date of any transfer of moneys from the Authority Pledged Revenue Account, to the Rebate Fund, the amount if any necessary to cause the Rebate Fund to contain the amount required to be on deposit therein on or prior to the date of such transfer.

(iii) **Third**, on each Administrative Expense Payment Date or Interest Payment Date during the period for which interest on any Obligations and Administrative Expenses are capitalized and to be paid from the Capitalized Interest Account, as provided herein, to the Other Payments Subaccount in the Capitalized Interest Account, any amounts on deposit in the Authority Pledged Revenue Account.

(iv) **Fourth**, on each Administrative Expense Payment Date, to the Administrative Expense Fund, an amount sufficient, after giving effect to amounts on deposit in that fund, to pay the anticipated Administrative Expenses due on or before the next Interest Payment Date.

(v) **Fifth**, on each Interest Payment Date and each Principal Payment Date, to the Interest Account and the Principal Account in the Bond Fund, after giving effect to

any amounts on deposit in those accounts, an amount sufficient to pay the interest and principal due on all outstanding Obligations on that Interest Payment Date or Principal Payment Date, as applicable.

(vi) Sixth, on any business day when moneys are on deposit in the Authority Pledged Revenue Account and not needed for the foregoing purposes, to the Reserve Fund (or to reimburse the issuer of any Credit Support Instrument used to fund the Reserve Requirement for draws made to fund a Debt Service Charge shortfall), as follows:

(A) If the Reserve Fund is funded in money and investments:

(1) On any date on which the amount on deposit in the Reserve Fund has fallen below the Reserve Requirement because moneys are transferred from the Reserve Fund to the Bond Fund pursuant to the provisions of Section 11 hereof, the amount required to make the balance in the Reserve Fund equal to the Reserve Requirement; and

(2) On any date on which the Authority receives or has received notice that the balance in the Reserve Fund has fallen below an amount equal to the Reserve Requirement, the amount required to make the balance in the Reserve Fund equal to the Reserve Requirement; or

(B) If the Reserve Fund is funded with a Credit Support Instrument or if the Reserve Requirement is otherwise funded by a Credit Support Instrument, to the issuer thereof, an amount equal to any unreimbursed draws thereunder made to fund a Debt Service Charge shortfall pursuant to the provisions of Section 11 hereof, it being understood and agreed that any interest or other charges to be paid to the issuer of that Credit Support Instrument, and repayment of any draws other than draws to fund Debt Service Charge shortfalls, will not be made from the Pledged Revenues and are the sole obligation of the Developer.

(vii) Seventh, in each case, and on each Project Revenue Allocation Date, any amount which may be necessary to make up any previous deficiency in any of the payments described above and to make up any deficiency or loss in the respective funds or accounts to which payments are required to be made in connection with investments or otherwise including, without limitation, the restoration of any amounts paid from any of those funds or accounts pursuant to the Trust Agreement, except as provided otherwise expressly herein.

(viii) Eighth, on or after the Project Revenue Allocation Date, in the respective amounts determined in accordance with the definitions of Service Payment Reserve Amount and Project Revenue Allocation Date in the Master Definition List, the Service

Payment Reserve Amount to the Administrative Expense Fund, the Rebate Fund, the Interest Account, and the Principal Account, as applicable.

(f) All moneys deposited in the Assessment Collection Subaccount of the Authority Pledged Revenue Account shall be used, but only if all moneys in the Service Payment Subaccount on that date have been used, to make the transfers required by Section 8(e) above and due to be made on or before the applicable date. Any amounts still remaining in the Service Payment Subaccount on the Project Revenue Allocation Date, shall, but only after all transfers required by Section 8(e) above have been made, be transferred to the Surplus Account of the Surplus Fund and used as provided herein. Any amounts still remaining in the Assessment Collection Subaccount on the Project Revenue Allocation Date, shall, but only after all transfers required by Section 8(e) above have been made, be transferred to the Excess Assessments Account of the Surplus Fund and used as provided herein.

(g) Notwithstanding anything else herein, the transfers required by Section 8(e) above may be modified by a Series Resolution or Supplemental Trust Agreement in order to provide for the presence of a Credit Support Instrument or any Reserve Requirement.

#### **Section 9. Surplus Fund.**

(a) **Surplus Fund.** The Surplus Fund constitutes a Special Fund under this General Bond Resolution and the Trust Agreement.

(b) **Transfer of Funds from the Surplus Fund.** In the event that moneys in the Authority Pledged Revenue Account are insufficient on any date to make the payments or transfers required by Section 8(e) above, the Trustee shall, after withdrawing amounts in the Authority Pledged Revenue Account for that purpose, withdraw and use such amount as is necessary for that purpose from the Surplus Fund, first from the Surplus Account and second from the Excess Assessments Account therein. In the event that moneys in the Interest Account or the Principal Account in the Bond Fund are insufficient on any date on which Debt Service Charges on the outstanding Obligations are due (whether at stated maturity or by mandatory redemption) to pay such Debt Service Charges, the Trustee shall, after withdrawing amounts from the Capitalized Interest Account and the Authority Pledged Revenue Account for that purpose, and before withdrawing moneys from any other Fund for that purpose, apply moneys in the Surplus Fund, first from the Surplus Account therein and second from the Excess Assessments Account therein, to the extent necessary, in the aggregate, to make up the deficiency and shall deposit those moneys first in the Interest Account and second in the Principal Account.

In the event that moneys in the Administrative Expense Fund are insufficient on any date on which Administrative Expenses are due to pay such Administrative Expenses, the Trustee shall, after withdrawing any amounts in the Authority Pledged Revenue Account available therefor, but before withdrawing moneys from any other Fund for the purpose, apply moneys in the Surplus Fund, first from the Surplus Account and second from the Excess Assessments Account, to the extent necessary in the aggregate to make up the deficiency, and shall deposit those moneys in the Administrative Expense Fund.

If on any Project Revenue Allocation Date and after making all of the deposits required under Section 8(e) hereof, the amount on deposit in the Reserve Fund is less than the Reserve Requirement, the Trustee shall withdraw from the Surplus Fund the moneys necessary to make up any such deficiency and shall transfer those moneys to the Reserve Fund. Such transfer from the Surplus Fund shall be made first from the Surplus Account and second from the Excess Assessments Account. In addition, the Trustee shall withdraw from the Surplus Fund (first from the Surplus Account and then from the Excess Assessments Account) for deposit in the Rebate Fund any amounts required to be on deposit in, or paid from, the Rebate Fund in accordance with Section 10 hereof.

(c) **Surplus Account.** Prior to the date on which the outstanding Obligations shall be paid in full, the Surplus Account, to the extent not otherwise used for other purposes authorized or directed by or pursuant to the Trust Agreement, including Section 9(b), shall be used as follows:

(i) **First,** as elsewhere required herein or in the Trust Agreement, to fund amounts otherwise to be funded from the Authority Pledged Revenue Account of the Revenue Fund, including the reimbursement of the Reserve Fund, the reimbursement of draws made under a Credit Support Instrument, and funding reserves provided for by the Trust Agreement; and

(ii) **Second,** if any amounts remain in the Surplus Account while a Credit Support Instrument is used to fund all or a portion of the Reserve Requirement, for transfer to and deposit into the Reserve Fund, upon which transfer and deposit, the Trustee shall take steps necessary to reduce the stated amount of the Credit Support Instrument (and, if sufficient amounts are available therein, reduce that stated amount to zero and surrender the Credit Support Instrument for cancellation) so that the aggregate amount available in or to the credit of the Reserve Fund does not exceed the Reserve Requirement; and

(iii) **Third,** if any amounts remain in the Surplus Account after the preceding amounts have been paid or transferred, and if the Reserve Fund is then funded with cash and Eligible Investments, the Trustee shall transfer any remaining amounts in the Surplus Account to the City to be used by the City to fund infrastructure improvements in accordance with the TIF Ordinance.

(d) **Excess Assessments Account.** In the event that Special Assessment Collections are received by the Trustee, are transferred to the Assessment Collection Subaccount in the Authority Pledged Revenue Account, and are not needed on or before the next Principal Payment Date for transfers contemplated by Section 8(e) hereof, all such amounts shall be transferred to the Excess Assessments Account in the Surplus Fund and, to the extent not used for other purposes authorized hereby, including Section 9(b), shall: (i) if any Obligations are or will, on the next succeeding Interest Payment Date, be subject to optional redemption, be transferred to the Prepayment Account in the Bond Fund and used, on that next succeeding Interest Payment Date, together with any interest earnings thereon, to redeem such Obligations, and the Trustee

shall give notice of that redemption without the need for any further direction from the Authority, or (ii) if the Obligations are not and will not, on the next succeeding Interest Payment Date, be subject to optional redemption pursuant, be transferred to the Interest Account and used to pay interest on the Obligations.

#### **Section 10. Rebate Fund.**

(a) **Rebate Fund.** The Rebate Fund does not constitute a Special Fund under this General Bond Resolution and the Trust Agreement

(b) **Management of the Rebate Fund.** The Trustee shall make deposits and disbursements from the Rebate Fund in accordance with the written instructions received from the Authority, shall invest the amounts held in the Rebate Fund pursuant to written instructions from the Authority, and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. All moneys transferred or allocated to or received for the purposes of that fund, shall be deposited with the Trustee and credited to that fund, subject to the applicable Bond Proceedings, without necessity for any act of appropriation. The immediately preceding sentence may be superseded or amended by new instructions delivered by the Authority and accompanied by an opinion of Bond Counsel acceptable to the Trustee, which may be counsel to the Authority, addressed to the Trustee to the effect that the use of the new instructions will not cause interest on any of the Obligations to be included in gross income for federal income tax purposes.

If a deposit to the Rebate Fund is required as a result of the computations made or caused to be made by the Authority, the Trustee shall upon receipt of written direction from the Authority accept such payment for the benefit of the Authority. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon written direction from the Authority transfer such amount to the Authority. Records of the determinations required by this Section and the instructions must be retained by the Trustee until six (6) years after the series of Obligations to which such records relate are no longer outstanding.

(c) **Calculation of the Rebate Amount.** At the end of each Bond Year, and within twenty days (20) after the payment in full of all outstanding Obligations, the Administrator shall calculate or cause the calculation of the Rebate Amount as of the end of that Bond Year or the date of such final payment. The Administrator shall notify the Trustee in writing of that amount and the Trustee shall notify the Authority in writing of the amount then on deposit in the Rebate Fund. If the amount then on deposit in the Rebate Fund is in excess of the Rebate Amount, the Trustee shall forthwith transfer that excess amount to the Service Payment Subaccount in the Authority Pledged Revenue Account of the Revenue Fund. If the amount then on deposit in the Rebate Fund is less than the Rebate Amount, the Trustee shall forthwith transfer to the Rebate Fund, from the Service Payment Subaccount in the Authority Pledged Revenue Account in the Revenue Fund, an amount sufficient to cause the Rebate Fund to contain an amount equal to the Rebate Amount.

Within thirty (30) days after the end of the fifth Bond Year (an "Installment Computation Date") and every fifth Bond Year thereafter (each, an "Installment Computation Date"), the

Trustee, acting on behalf of the Authority, shall pay to the United States in accordance with Section 148(f) of the Code from the moneys then on deposit in the Rebate Fund (and from any amounts then on deposit in any of the Funds created hereunder if the amount on deposit in the Rebate Fund is less than 90% of the Rebate Amount) an amount equal to 90% (or such greater percentage not in excess of 100% as the Authority may direct the Trustee to pay) of the Rebate Amount for the Obligations (as of such Installment Computation Date). Within thirty (30) days after the payment in full of all Outstanding Obligations (the "Final Computation Date"), the Trustee, acting on behalf of the Authority, shall pay to the United States in accordance with Section 148(f) of the Code, from the moneys then on deposit in the Rebate Fund, an amount equal to 100% of the Rebate Amount for the Obligations as of the Final Computation Date and any moneys remaining in the Rebate Fund following such payment shall be paid to the Authority.

The Trustee shall be entitled to rely on the calculations made pursuant to this Section 10(c) and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon these calculations. The Trustee shall keep and make available to the Authority and the Administrator and, upon request, to the City, such records concerning the investments of the gross proceeds of the Obligations and the investments of earnings from those investments as may be requested in order to enable the Administrator to make, or cause to be made, the aforesaid computations as are required under Section 148(f) of the Code.

If all the gross proceeds of the Obligations, within the meaning of Section 148(f) of the Code, are expended for the governmental purpose for which the Obligations were issued within six months of the date of issuance of the Obligations, and it is not anticipated that any other gross proceeds will arise during the remainder of the term of the Bond, the provisions of this Section 10(c) and of any related sections of the Cooperative Agreement shall be applicable only to such subsequent proceeds, if any, that actually do arise during the term of the Obligations. Furthermore, if all of the gross proceeds of the Obligations are invested at all times only in obligations of any state, or political subdivision thereof, the interest on which is excluded from gross income for federal income tax purposes, the provisions of this Section 10(c) and of any related sections of the Cooperative Agreement shall not be applicable to the Obligations.

The foregoing sums shall be determined in accordance with Section 148(f) of the Code and the applicable Treasury Regulations thereunder. As used herein, the terms "gross proceeds," "nonpurpose investments," and "yield" have the meanings assigned to them for purposes of Section 148(f) of the Code.

## **Section 11. Reserve Fund.**

(a) **Reserve Fund.** The Reserve Fund constitutes a Special Fund under this General Bond Resolution and the Trust Agreement. The Reserve Fund shall be pledged to the payment of Debt Service Charges until released or otherwise used in accordance with the Trust Agreement, except that excess amounts in that Reserve Fund may be transferred or released pursuant to the provisions of an applicable Series Resolution.



(b) **Reserve Requirement.** If provided by a Series Resolution or a Supplemental Trust Agreement, there may be established a Reserve Requirement, together with any accounts necessary within the Reserve Fund, applicable to all or specified Obligations authorized in that Series Resolution and Supplemental Trust Agreement and, if provided in that Series Resolution and Supplemental Trust Agreement, to Obligations of any prior or future series. In not already provided for in the applicable Series Resolution or Supplemental Trust Agreement, the Trustee shall create separate accounts within the Reserve Fund for the Reserve Requirement for each series of Obligations, which accounts shall only secure the series of Obligations secured by each respective Reserve Requirement.

(c) **Credit Support Instruments.** As long as no Event of Default exists under the Trust Agreement, the Authority may deposit a Credit Support Instrument in lieu of or in substitution for funds on deposit in any Reserve Fund. The issuer of the Credit Support Instrument shall be rated not lower than the second highest long term debt rating category (without regard to numerical or other modifiers assigned within the category) by a Rating Service. The Credit Support Instrument shall permit the Trustee to draw an amount equal to the Reserve Requirement for deposit into the Bond Fund to make up for any deficiency in the Bond Fund on any Interest Payment Date. Upon a draw by the Trustee on the Credit Support Instrument, the Reserve Fund must be restored to the then applicable Reserve Requirement, unless the Credit Support Instrument is fully reinstated to the amount of the then applicable Reserve Requirement.

Any Credit Support Instrument deposited in lieu of or in substitution for funds on deposit in any Reserve Fund shall meet the following criteria: (1) the Credit Support Instrument has a term of at least one year (or, if the term of a series of Obligations covered by a Credit Support Instrument is less than one year, then a term lasting until the maturity date of that series of Obligations), (2) 30 days prior to the expiration of such Credit Support Instrument, the Authority will fully fund, or cause to be fully funded, the Reserve Fund or deliver to the Trustee a substitute Credit Support Instrument, as provided below, and (3) if the rating assigned by a Rating Service to the organization issuing the Credit Support Instrument falls below the rating required for a Credit Support Instrument as set forth in the preceding paragraph, the Authority, shall immediately after the rating falls, either fully fund, or cause to be fully funded, the Reserve Fund or deliver to the Trustee a substitute Credit Support Instrument; and provided, that an opinion of Bond Counsel is delivered to the Trustee to the effect that delivery of a Credit Support Instrument, and the proposed uses of any money released from the Reserve Fund as a result of such action, will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any of the Obligations. Any Credit Support Instrument delivered to the Trustee, as well as any replacement therefor, whether in the form of cash, Eligible Investments, or a Credit Support Instrument, shall be delivered to the Trustee and, if applicable, be effective at least 30 days before the stated expiration of the prior Credit Support Instrument, in which case the prior Credit Support Instrument shall immediately thereupon be canceled and returned to the issuer of the Credit Support Instrument. In the event the Authority fails to fully fund or cause to be fully funded the Reserve Fund, or deliver to the Trustee a substitute Credit Support Instrument at least 30 days before the stated expiration of the prior Credit Support Instrument, then such Credit Support Instrument shall provide that it is to be drawn upon prior to its expiration and the Trustee shall draw upon it to fully fund the Reserve Fund.

A Series Resolution or Supplemental Trust Agreement may provide for a Credit Support Instrument to secure payment of the Debt Service Charges on the series of Obligations authorized by such Series Resolution or Supplemental Trust Agreement.

(d) **Yield Restrictions.** If the amount on deposit in the Reserve Fund (without regard to any accrued interest on Eligible Investments credited thereto) is in excess of the "reasonably required reserve or replacement" amount (determined in accordance with the regulations under Section 148 of the Code) for the Obligations, any amount so in excess of that amount shall not be used to acquire "investment property" having a "yield" higher than the "yield" on the Obligations, as those terms are defined for purposes of Section 148(b)(2) of the Code; provided, that such restriction shall not apply if an opinion of Bond Counsel is delivered to the Trustee to the effect that the failure to comply with such restriction will not adversely affect the exclusion from gross income of interest on any Obligation for federal income tax purposes.

## **Section 12. Administrative Expense Fund.**

(a) **Administrative Expense Fund.** The Administrative Expense Fund does not constitute a Special Fund under this General Bond Resolution and the Trust Agreement.

(b) **Payment of Administrative Expenses.** At the written direction of the Authorized Officer, the Trustee shall disburse, as required, moneys held in the Administrative Expense Fund to pay, or reimburse the Authority or the Trustee for the payment of, Administrative Expenses including, but not limited to, the Authority Annual Fee (which fee shall be due and payable on each Administrative Expense Payment Date), legal fees, reasonable fees and expenses of the Trustee, the Administrator, the provider of a Credit Support Instrument, and any Continuing Disclosure Agent and amounts required to be deposited in the Rebate Fund. Such amounts shall be paid to the party to whom those amounts are due or, if applicable, transferred to the Rebate Fund. If the amount on deposit in the Administrative Expense Fund on any date on which Administrative Expenses are due and payable is less than the amount necessary to pay such Administrative Expenses, the Trustee shall transfer to the Administrative Expense Fund first from the Revenue Fund, second from the Surplus Account of the Surplus Fund, third from the Excess Assessments Account of the Surplus Fund, and fourth from the Reserve Fund (provided that such transfer shall not cause the amount in the Reserve Fund to fall below the Reserve Requirement) an amount sufficient to make up such deficiency.

## **Section 13. Other Special Funds and Accounts.**

(a) **Creation.** Other Special Funds and Accounts, including without limitation those referred to herein, applicable to particular Obligations, or to the tax treatment of the Obligations or Debt Service Charges under federal tax laws, may be created, and provision made for their holding, investment and application, in the Bond Fund or in or as another Special Fund or account by the applicable Series Resolution.

(b) **General.** If and to the extent required by any loan or grant agreement or other agreement with the United States of America or the State or any other governmental or public

agency providing for any financial assistance, guarantee or insurance in connection with or with the financing of any portion of the Project or in connection with the issuance of Obligations, or by any Credit Support Instrument, the Authority may, pursuant to the applicable Series Resolution, create Special Funds and accounts or subaccounts in the Bond Fund or other funds relating to that portion of the Project or its financing or the particular Obligations, and may make special provisions, among others, that moneys received under that agreement or instrument be restricted to such Special Funds and accounts or subaccounts, and for the holding, investing and disposition of any moneys in Special Funds and accounts or subaccounts in accordance with that agreement or instrument and for the primary or exclusive benefit of the applicable Obligations, but all only as and to the extent required by that agreement or Instrument. If any Special Funds or accounts or subaccounts therein are so restricted, then the amounts in those Special Funds or accounts or subaccounts therein, to the extent so restricted, shall not be considered to be available for Debt Service Charges on other Obligations.

(c) **Interest.** Except as specifically and expressly provided herein or in the Trust Agreement with respect to certain earnings or other excess amounts and with respect to amounts remaining in Special Funds after all required transfers therefrom, neither the Authority nor the City shall have any interest whatsoever in the Special Funds or the deposits or investments therein.

#### **Section 14. Conditions for Issuing Obligations.**

(a) **Conditions.** The Initial Obligations and Additional Obligations may be issued only if the following conditions, determined as provided in this Section, exist at the time of authentication of such Obligations by the Trustee:

(i) The Authority is not in default, and the authentication and delivery of the Obligations will not result in any default, of any of its covenants or obligations under the Trust Agreement;

(ii) The Aggregate Outstanding Principal Amount of those Obligations and other Obligations, and the amount of any outstanding Notes or other Obligations, will not exceed in aggregate the amount of Obligations that may be issued or outstanding under the Act and the Bond Proceedings;

(iii) Upon the issuance and delivery of those Obligations, the amount in or to the credit of the Reserve Fund, including any applicable Credit Support Instrument, is not less than the sum of all Reserve Requirements, if any, for any outstanding Obligations; and

(iv) Other requirements provided in the Trust Agreement for the issuance of Obligations have been met.

(b) **Evidence of Compliance.** The applicable Series Resolution shall set forth the findings of the Authority that the requirements stated in clauses (a)(i) through (iv) of this Section are or will be satisfied for purposes of issuing the Obligations it authorizes. Those findings shall be confirmed by a certificate of an Authorized Officer in form satisfactory to the Trustee and

filed with the Trustee prior to authentication of those Obligations, and the Trustee may reasonably require further evidence of the satisfaction of those requirements. The authentication of those Obligations by the Trustee shall be conclusive evidence that those requirements have been met for purposes of the validity and binding effect of those Obligations and the right of the holders of those Obligations and of any appertaining coupons to share in the pledges, Pledged Revenues, and Special Funds and Accounts as provided in this General Bond Resolution, the Trust Agreement, and other applicable Bond Proceedings.

**Section 15. Further Covenants.** In addition to the covenants contained elsewhere in this General Bond Resolution and the Trust Agreement, the Authority further covenants as follows:

(a) **Payment.** From the sources provided in this General Bond Resolution, the Authority will pay or cause to be paid the Debt Service Charges on each and all Obligations on the dates, at the places, and in the manner provided in this General Bond Resolution, in the applicable Bond Proceedings, and in the Obligations, according to the true intent and meaning thereof.

(b) **Maintenance of Pledge.** The Authority will not make any pledge or assignment of or create or suffer any lien or encumbrance upon the Pledged Revenues prior to or on a parity with the pledge thereof under, except as and if authorized or permitted under, this General Bond Resolution and the Trust Agreement.

(c) **Maintenance and Collection of Pledged Revenues.** Subject to any limitations set forth in the Cooperative Agreement and the TIF Agreement, the Authority covenants that, prior to the delivery of any series of Obligations, it will determine the amount of Pledged Revenues necessary to satisfy the projected Debt Service Charges of such series of Obligations and shall enter into such valid and legally enforceable agreement or agreements to cause such Pledged Revenues to be collected at such times and in such amounts which will provide amounts sufficient and appropriate to (i) pay when due all Debt Service Charges on Outstanding Obligations, and provide for any costs of operation, maintenance and repair of the Project, if any such expenditures are to be made by the Authority, and (ii) provide for the establishment and maintenance of any Reserve Requirement.

(d) **Observance of Covenants.** The Authority will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this General Bond Resolution, the Trust Agreement, the other applicable Bond Proceedings, and any and every Outstanding Obligation executed, authenticated, and delivered under the Trust Agreement, including, but not limited to, the enforcement of the payment of any Debt Service Charges.

(e) **Duties Binding on All with Authority; Enforcement by Mandamus.** Each provision of the Bond Proceedings is binding upon the officer, board, or other Person or body as may from time to time have the authority under law to take the actions as may be necessary to perform all or any part of the duty required by the provision. Each duty of the Authority and its members, officers, and employees undertaken pursuant to the Bond Proceedings is established as

a duty of the Authority and of each board, institution, member, officer, and employee having authority to perform that duty and is specifically enjoined by law resulting from an office, trust, or station within the meaning of Section 2731.01 of the Revised Code, providing for enforcement by writ of mandamus.

(f) **Account and Records; Inspection.** The Authority shall keep or cause to be kept proper books of record and account in which complete and correct entries are made of its transactions relating to the Trust Agreement and Special Funds and Accounts. The Trustee, each Original Purchaser, or the holders of 25% or more in Aggregate Outstanding Principal Amount of Obligations, or their authorized representatives, and any providers of Credit Support Instruments or their authorized representatives shall have the right at all reasonable times to inspect those records and accounts and other documents relating to Special Funds and Accounts.

(g) **Further Assurance.** The Authority will at any and all times adopt, make, do, execute, and deliver such further resolutions, instruments, and assurances as may be necessary or desirable to carry out the purposes of this General Bond Resolution and the Trust Agreement.

(h) **Waiver of Laws.** The Authority will not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law at any time in force which may affect its covenants and agreements contained in the Bond Proceedings or in the Obligations, and all benefit or advantage of any such law or laws is expressly waived by the Authority.

(i) **Maintain Existence.** The Authority shall, while any Obligations are Outstanding, maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets, and shall not consolidate with or merge into any other entity or permit one or more entities to consolidate with or merge into it if such disposition, consolidation, or merger would adversely affect the security for the Obligations or the exclusion from gross income for federal income tax purposes of the interest on the Obligations.

## **Section 16. Trust Agreement.**

(a) **Trust Agreement.** In order to better secure the payment of the Debt Service Charges as the same shall become due and payable, the Authority shall execute and deliver a Trust Agreement with and to the Trustee, in substantially the form of the Trust Agreement on file with the Secretary of the Authority and hereby approved, with such changes therein not substantially adverse, to the Authority as may be permitted by the Act and this General Bond Resolution and approved by the officers executing it on behalf of the Authority. The approval of those changes by the officers, and that the changes are not substantially adverse to the Authority, shall be conclusively evidenced by the execution of the Trust Agreement by those officers.

(b) **Incorporation of General Bond Resolution.** This General Bond Resolution shall constitute part of the Trust Agreement for all purposes, including, without limitation, application to this General Bond Resolution of the provisions contained in the Trust Agreement for amendment, modification and supplementation, and for severability. The execution and delivery of the Trust Agreement shall constitute certification and conclusive evidence that the

General Bond Resolution as set forth in it is a true and exact copy of the General Bond Resolution as adopted by the Authority and in effect at the time of execution and delivery of the Trust Agreement.

**Section 17. Authorization and Execution of Documents.** Subject to the terms hereof, any two members of the Board, the Treasurer, the Secretary, or any one or more of them, as appropriate, are authorized and directed to execute the Administration Agreement and any other documents, agreements, certifications, financing statements, assignments, and instruments as are, in the opinion of Bond Counsel, necessary or appropriate to perfect the pledge and assignment set forth in the Master Trust Agreement and to consummate the transactions contemplated by this General Bond Resolution, the Trust Agreement, and the Administration Agreement.

**Section 18. Open Meetings.** It is found and determined that all formal actions of the Authority concerning and relating to adoption of this General Bond Resolution were taken in and adopted in an open meeting of the Authority, and that all deliberations of the Authority and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code.

**Section 19. Effective Date.** This General Bond Resolution shall be in full force and effect immediately upon its adoption.

The foregoing motion having been put to vote, the result of the roll call was as follows:

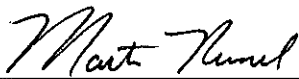
Voting Aye: **Mr. Ficke, Mr. Gully, Mr. Hearsom, Mr. Sample & Mr. Wilson**

Voting Nay: **None**

The undersigned, Secretary of the Board of Directors of the Warren County Port Authority, does hereby certify that the foregoing is a true and correct copy of a resolution of the Warren County Port Authority, duly adopted on January 14, 2008, and appearing upon the official records of that Board.

Adopted: January 14, 2008

Dated: January 14, 2008

Attest:   
Secretary, Board of Directors of the  
Warren County Port Authority