

FIRST SUPPLEMENT TO COOPERATIVE AGREEMENT

THIS FIRST SUPPLEMENT TO COOPERATIVE AGREEMENT (the "First Supplement") is dated as of February 28, 2007, and is among the (i) the CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO (the "Authority"), a body corporate and politic, duly organized and validly existing under the laws of the State of Ohio (the "State"), (ii) the COUNTY OF HAMILTON, OHIO (the "County"), a county and political subdivision of the State, duly organized and validly existing under the laws of the State, and (iii) the CITY OF CINCINNATI, OHIO (the "City"), a municipal corporation and political subdivision of the State, duly organized and validly existing under the laws of the State, under the circumstances described herein (capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Original Agreement, as hereinafter defined):

WITNESSETH:

WHEREAS, the Authority, the County and the City (collectively, the "Parties") have previously entered into a Cooperative Agreement which became effective January 14, 2004 (the "Original Agreement") providing for the financing of certain improvements to the Cincinnati Convention Center (now known as the "Duke Center"); and

WHEREAS, the Original Agreement, and particularly Section 2.10 thereof, provides for the distribution and application of any City Residual Funds and any County Residual Funds received by or on behalf of the Authority; and

WHEREAS, the Completion Date has occurred and there are no Junior Subordinated Bonds which have not been paid in full; and

WHEREAS, the Parties have been advised by the Trustee that on February 28, 2007, there will be a balance of \$1,767,266 of County Residual Funds in the County Residual Account (the "County 2006 Residual Fund Balance") and \$870,444 of City Residual Funds in the City Residual Account (the "City 2006 Residual Fund Balance" and together with the County Residual Fund Balance, such the "2006 Residual Fund Balances"); and

WHEREAS, the Authority, by resolution adopted by its board of directors on February 28, 2007, the County, by a resolution adopted by its board of county commissioners adopted on February 21, 2007, and the City, by Resolution No. 12 - 2007 adopted by its city council on February 28, 2007, have each expressed its desire to amend such Section 2.10 of the Original Agreement pursuant to Section 5.8 of the Original Agreement to provide for an application of the 2006 Residual Fund Balances different from the application specified in such Section 2.10, all as provided herein, and have each authorized the execution and delivery of this First Supplement; and

WHEREAS, neither the Prior Lien Bonds, the Prior Lien Bond Indenture, the Ground Lease, the Facilities Lease, the Project Service Agreement, nor any document delivered in connection therewith restrict the ability of the Parties to amend such Section 2.10 of the Original Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties covenant and agree as follows:

Section 1. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 4.9 thereof, the County 2006 Residual Fund Balance shall be applied as follows:

Purpose	Amount
A. Sharonville Project	\$450,000
B. County Duke Center Contribution	250,000
C. Northern Cincinnati Convention and Visitors Bureau Contribution (includes \$250,000 annual support plus one-time \$75,000 for Film Commission)	325,000
D. Increased Marketing Support – Duke Center	350,000
E. The remaining County 2006 Residual Fund Balance shall be split between Sharonville and Duke Energy Center Marketing with Duke Center Marketing receiving a minimum of \$150,000. Any total remaining residual funds of \$300,000 or greater would be divided equally between Duke Center Marketing and Sharonville Project/NCCVB support:	
1. Additional Duke Center Marketing	196,133
2. Additional Sharonville/NCCVB	<u>196,133</u>
Total Uses of County 2006 Residual Fund Balance	\$1,767,266

Section 2. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 3.13 thereof, the City 2006 Residual Fund Balance shall be applied as follows:

Purpose	Amount
A. Payment of the O&M/R&R Amount pursuant to Section 3.13 of the Original Agreement to be used as provided in that Section:	\$190,843.00
B. Convention Center Fund for Operations, Maintenance, Repair and Renovation	339,800.50
C. Duke Convention Center Marketing Project	<u>339,800.50</u>
Total Uses of City 2006 Residual Fund Balance	\$870,444.00

Section 3. In all other respects, the Original Agreement is hereby approved, ratified and confirmed. The First Supplement shall be applicable solely to the 2006 Residual Fund Balances, and nothing in this First Supplement shall be deemed or construed to authorize the application of County Residual Funds or City Residual Funds in a manner contrary to Section 2.10 of the Original Agreement other than as expressly authorized in Sections 1 and 2 hereof.

Section 4. The Parties find and determine that (i) there has been heretofore been deposited in the Revenue Stabilization Fund an amount equal to the initial Revenue Stabilization Fund Requirement without regard to any withdrawals from such fund required by the Indenture, and (ii) the amendment authorized by this First Supplement will not adversely affect the rights of owners of the Bonds.

Section 5. The Parties, and in particular, the County Administrator (on behalf of the County) and the City Manager (on behalf of the City) shall cooperate to (i) notify the Trustee of

this First Supplement on or before February 28, 2007, and (ii) otherwise implement its provisions.

IN WITNESS WHEREOF, the Parties have caused this First Supplement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

CONVENTION FACILITIES AUTHORITY
FOR HAMILTON COUNTY, OHIO

By: *Daniel J Meyer*
Print Name: DAVID J. MEYER
Print Title: CHAIR

Approved as to form by the City Solicitor.

By: *Patricia M. King*
Print Name: Patricia M. King
Print Title: Asst. City Solicitor

CITY OF CINCINNATI, OHIO

By: *Milton Johnson Jr*
Print Name: Milton Johnson Jr
Print Title: City Manager

Approved as to form by the County
Prosecuting Attorney.

By: *Robert A. Johnston, Jr.*
Print Name: Robert A. Johnston, Jr.
Print Title: Ass't County Prosecutor

COUNTY OF HAMILTON, OHIO

By: *Patrick Thompson*
Print Name: PATRICK THOMPSON
Print Title: COUNTY ADMINISTRATOR

SECOND SUPPLEMENT TO COOPERATIVE AGREEMENT

THIS SECOND SUPPLEMENT TO COOPERATIVE AGREEMENT (the "Second Supplement") is dated as of February 28, 2008, and is among the (i) the CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO (the "Authority"), a body corporate and politic, duly organized and validly existing under the laws of the State of Ohio (the "State"), (ii) the COUNTY OF HAMILTON, OHIO (the "County"), a county and political subdivision of the State, duly organized and validly existing under the laws of the State, and (iii) the CITY OF CINCINNATI, OHIO (the "City"), a municipal corporation and political subdivision of the State, duly organized and validly existing under the laws of the State, under the circumstances described herein (capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Original Agreement, as hereinafter defined):

WITNESSETH:

WHEREAS, the Authority, the County and the City (collectively, the "Parties") have previously entered into a Cooperative Agreement which became effective January 14, 2004 (the "Original Agreement") providing for the financing of certain improvements to the Cincinnati Convention Center (now known as the "Duke Center"); and

WHEREAS, the Original Agreement, and particularly Section 2.10 thereof, provides for the distribution and application of any City Residual Funds and any County Residual Funds received by or on behalf of the Authority; and

WHEREAS, the Completion Date has occurred and there are no Junior Subordinated Bonds which have not been paid in full; and

WHEREAS, the Parties have been advised by the Trustee that on February 28, 2008, there will be a balance of \$2,355,156 of County Residual Funds in the County Residual Account (the "County 2007 Residual Fund Balance") and \$839,218 of City Residual Funds in the City Residual Account (the "City 2007 Residual Fund Balance" and together with the County Residual Fund Balance, (the "2007 Residual Fund Balances"); and

WHEREAS, the Authority, by resolution adopted by its board of directors on February 27, 2008, the County, by a resolution adopted by its board of county commissioners adopted on February 28, 2008, and the City, by Resolution No. 12 - 2008 adopted by its city council on February 27, 2008, have each expressed its desire to amend such Section 2.10 of the Original Agreement pursuant to Section 5.8 of the Original Agreement to provide for an application of the 2007 Residual Fund Balances different from the application specified in such Section 2.10, all as provided herein, and have each authorized the execution and delivery of this Second Supplement; and

WHEREAS, neither the Prior Lien Bonds, the Prior Lien Bond Indenture, the Ground Lease, the Facilities Lease, the Project Service Agreement, nor any document delivered in connection therewith restrict the ability of the Parties to amend such Section 2.10 of the Original Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties covenant and agree as follows:

Section 1. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 4.9 thereof, the County Residual Fund Balance, if any, for 2007 shall be applied as follows:

For 2007 Residual Funds:

Total estimated County Residual Fund	\$2,355,156
Uses:	
Eligible Convention Facility project within Hamilton County	\$ 925,000
Duke Energy Convention Center, a Convention Facility within Hamilton County - Project contribution	\$ 250,000
Promotion of other Convention Facilities within Hamilton County Facilities through the Northern Cincinnati Convention and Visitors Bureau Contribution	\$ 250,000
Increased Promotion of the Duke Energy Convention Center, a Convention Facility within Hamilton County, through the Cincinnati USA Convention and Visitors Bureau	\$ 650,156
Increased Promotion of other Convention Facilities within Hamilton County Facilities through the Northern Cincinnati Convention and Visitors Bureau Contribution	\$ 280,000

Section 2. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 3.13 thereof, the City Residual Fund Balance, if any, for 2007 shall be applied as follows:

Payment of the O&M/R&R Amount pursuant to Section 3.13 Of the Original Agreement to be used as provided in that Section.	\$230,694
Convention Center Fund for Operations, Maintenance, Repair and Renovation (up to 50% of Residual Fund)	\$304,262
Duke Convention Center Marketing Project (up to 50% of Residual Fund)	\$304,262

Section 3. In all other respects, the Original Agreement is hereby approved, ratified and confirmed. The Second Supplement shall be applicable solely to the 2007 Residual Fund Balances, and nothing in this Second Supplement shall be deemed or construed to authorize the application of County Residual Funds or City Residual Funds in a manner contrary to Section 2.10 of the Original Agreement other than as expressly authorized in Sections 1 and 2 hereof.

Section 4. The Parties find and determine that (i) there has been heretofore been deposited in the Revenue Stabilization Fund an amount equal to the initial Revenue Stabilization Fund Requirement without regard to any withdrawals from such fund required by the Indenture, and (ii) the amendment authorized by this Second Supplement will not adversely affect the rights of owners of the Bonds.

Section 5. The Parties, and in particular, the County Administrator (on behalf of the County) and the City Manager (on behalf of the City) shall cooperate to (i) notify the Trustee of this Second Supplement on or before February 28, 2008, and (ii) otherwise implement its provisions.

Section 6. The Parties shall seek approval from the Bond Trustee to change the notification date for the application of residual funds from February 28 of each calendar year to March 31 of each calendar year.

IN WITNESS WHEREOF, the Parties have caused this Second Supplement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO

By: _____
Print Name: Daniel Meyer
Print Title: Chairman

Approved as to form by the City Solicitor.

By: Christine Zimmer
Print Christine M Zimmer Name:
Print Asst City Solicitor Title:

CITY OF CINCINNATI, OHIO

By: Scott C. Stiles
Print Name: Scott C. Stiles
Print Title: Asst. City Mgr.

Approved as to form by the County Prosecuting Attorney.

By: Robert E. Friedman
Print Asst Prosecuting Atty Name:
Print Robert E. Friedman Title:

COUNTY OF HAMILTON OHIO

By: Patrick Thompson
Print Name: Patrick Thompson
Print Title: County Administrator

Section 5. The Parties, and in particular, the County Administrator (on behalf of the County) and the City Manager (on behalf of the City) shall cooperate to (i) notify the Trustees of this Second Supplement on or before February 28, 2008, and (ii) otherwise implement its provisions.

Section 6. The Parties shall seek approval from the Bond Trustee to change the notification date for the application of residual funds from February 28 of each calendar year to March 31 of each calendar year.

IN WITNESS WHEREOF, the Parties have caused this Second Supplement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO

By: [Signature]
Print Name: Daniel Meyer
Print Title: Chairman

Approved as to form by the City Solicitor.

By: _____
Print Name: _____
Print Title: _____

CITY OF CINCINNATI, OHIO

By: _____
Print Name: _____
Print Title: _____

Approved as to form by the County Prosecuting Attorney.

By: _____
Print Name: _____
Print Title: _____

COUNTY OF HAMILTON, OHIO

By: _____
Print Name: _____
Print Title: _____

CMS

THIRD SUPPLEMENT TO COOPERATIVE AGREEMENT

THIS THIRD SUPPLEMENT TO COOPERATIVE AGREEMENT (the "Third Supplement") is dated as of March 11, 2009, and is among the (i) the CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO (the "Authority"), a body corporate and politic, duly organized and validly existing under the laws of the State of Ohio (the "State"), (ii) the COUNTY OF HAMILTON, OHIO (the "County"), a county and political subdivision of the State, duly organized and validly existing under the laws of the State, and (iii) the CITY OF CINCINNATI, OHIO (the "City"), a municipal corporation and political subdivision of the State, duly organized and validly existing under the laws of the State, under the circumstances described herein (capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Original Agreement, as hereinafter defined):

WITNESSETH:

WHEREAS, the Authority, the County and the City (collectively, the "Parties") have previously entered into a Cooperative Agreement which became effective January 14, 2004 (the "Original Agreement"), providing for the financing of certain improvements to the Cincinnati Convention Center (now known as the "Duke Center"); and

WHEREAS, the Original Agreement, and particularly Section 2.10 thereof, provides for the distribution and application of any City Residual Funds and any County Residual Funds received by or on behalf of the Authority; and

WHEREAS, the Completion Date has occurred and there are no Junior Subordinated Bonds which have not been paid in full; and

WHEREAS, the Parties have been advised by the Trustee that as of February 28, 2009, there was a balance of \$2,802,681.56 of County Residual Funds in the County Residual Account (the "County 2008 Residual Fund Balance") and \$889,380.56 of City Residual Funds in the City Residual Account (the "City 2008 Residual Fund Balance" and together with the County Residual Fund Balance, (the "2008 Residual Fund Balances"); and

WHEREAS, the Authority, by resolution adopted by its board of directors on March 30, 2009, the County, by a resolution adopted by its Board of County Commissioners adopted on March 30, 2009, and the City, by Resolution No. 9 - 2009 adopted by its city council on March 11, 2009, have each expressed its desire to amend such Section 2.10 of the Original Agreement pursuant to Section 5.8 of the Original Agreement to provide for an application of the 2008 Residual Fund Balances different from the application specified in such Section 2.10, all as provided herein, and, further, to provide a formula for the application of any Residual Fund Balances for the years 2009-2013, and have each authorized the execution and delivery of this Third Supplement; and

WHEREAS, neither the Prior Lien Bonds, the Prior Lien Bond Indenture, the Ground Lease, the Facilities Lease, the Project Service Agreement, nor any document delivered in connection therewith restrict the ability of the Parties to amend such Section 2.10 of the Original Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties covenant and agree as follows:

Section 1. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 4.9 thereof, the County Residual Fund Balance, if any, for 2008 shall be applied as follows:

For 2008 Residual Funds:

Total estimated County Residual Fund	\$2,802,681.56
Sharonville Convention Facility project within Hamilton County	\$1,269,620.56
Duke Energy Convention Center, a Convention Facility within Hamilton County - Project contribution	\$ 250,000.00
Promotion of other Convention Facilities within Hamilton County Facilities through the Northern Cincinnati Convention and Visitors Bureau Contribution	\$ 250,000.00
Funding of a Regional Convention Facility Strategic Study	\$ 75,000.00
Promotion of the Duke Energy Convention Center, a Convention Facility within Hamilton County, and other Convention Facilities in the County, through the Cincinnati USA Convention and Visitors Bureau	\$ 958,061.00

Section 2. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 3.13 thereof, the City Residual Fund Balance, if any, for 2008 shall be applied as follows:

For 2008 Residual Funds:

Total City Residual Fund	\$889,380.56
Payment of the O&M/R&R amount pursuant to Section 3.13 of the Original Agreement. To be used as provided in that Section.	\$230,683.00
Payment to the Convention Center Fund for Operations, Maintenance, Repair and Renovation and to Duke Energy Convention Center Marketing Project. To be distributed as determined by City Administration.	\$583,697.56
Funding of a Regional Convention Facility Strategic Study	\$ 75,000.00

Section 3. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 4.9 thereof, the County Residual Fund Balance, if any, for 2009 thru 2012 to be distributed in the years 2010 thru 2013 shall be applied as follows: (a) to the expansion and renovation of the Sharonville Convention Center in the amount of \$1,300,000.00, (b) Duke Energy Convention Center, a Convention Facility within Hamilton County – Project Contribution \$250,000.00, (c) payment of the balance to increased promotion of the Duke Energy Convention Center, a Convention Facility within Hamilton County, and other Convention Facilities in the County, through the Cincinnati USA Convention and Visitors Bureau .

Section 4. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 3.13 thereof, the City Residual Fund Balance, if any, for 2009 thru 2012 shall be applied as follows: (a) Payment of the O&M/R&R amount pursuant to Section 3.13 of the Original Agreement. To be used as provided in that Section.

2010	\$230,258
2011	\$230,599
2012	\$230,473
2013	\$230,149

(b) Payment of the balance of the City Residual Funds to the Convention Center Fund for Operations, Maintenance, Repair and Renovation and to Duke Energy Convention Center Marketing Project. To be distributed as determined by City Administration, in accordance with Chapter 351, Ohio Revised Code.

Section 5. The Parties further acknowledge that the City and the County have amended the Memorandum of Understanding between the City and the County dated as of September 30, 2002, to remove Paragraph No. 18 of the First Section of the Memorandum of Understanding. The Parties to this Third Supplement further agree that Section 5.5 of the Cooperative Agreement shall be amended to delete the obligations imposed by Paragraph No. 18 of the First section of the Memorandum of Understanding, and that the bylaws of the CFA shall be amended by the end of 2009 to reflect the transition away from the NCCVB, by replacing the NCCVB seat on the CFA board to a seat, appointed by the County Commissioners, reflecting suburban and Northern Hamilton County interests generally.

In the event that the County or Cincinnati USA Convention and Visitors Bureau distribute funds to any convention and visitors bureau in Hamilton County other than the Duke Energy Convention Center in any year after 2009, this Third Supplement to the Cooperative Agreement shall be terminated and the Parties will be required to negotiate an additional supplement to the Cooperative Agreement.

Section 6. In all other respects, the Original Agreement is hereby approved, ratified and confirmed. The Third Supplement shall be applicable solely to the 2008 thru 2012 Residual Fund Balances, and nothing in this Third Supplement shall be deemed or construed to authorize the application of County Residual Funds or City Residual Funds in a manner contrary to Section 2.10 of the Original Agreement other than as expressly authorized in Sections 1, 2, 3 and 4 hereof.

Section 7. The Parties find and determine that (i) there has been heretofore been deposited in the Revenue Stabilization Fund an amount equal to the initial Revenue Stabilization Fund Requirement without regard to any withdrawals from such fund required by the Indenture, and (ii) the amendment authorized by this Third Supplement will not adversely affect the rights of owners of the Bonds.

Section 8. The Parties, and in particular, the County Administrator (on behalf of the County) and the City Manager (on behalf of the City) shall cooperate to (i) notify the Trustee of this Third Supplement on or before March 31, 2009, and (ii) otherwise implement its provisions.

Section 9. The Parties had previously obtained approval from the Bond Trustee to change the notification date for the application of residual funds from February 28 of each calendar year to March 31 of each calendar year.

IN WITNESS WHEREOF, the Parties have caused this Third Supplement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

CONVENTION FACILITIES AUTHORITY
FOR HAMILTON COUNTY, OHIO

By: Kathryn P. Wagner
Print Name: Kathryn P. Wagner
Print Title: Vice Chairwoman

Approved as to form by the City Solicitor

CITY OF CINCINNATI, OHIO

By: Roshani de Souza Hardin
Print Name: Roshani de Souza Hardin
Print Title: Chief Counsel

By: Milton DeHoney Jr
Print Name: Milton DeHoney, JR
Print Title: City Manager

Approved as to form by the County
Prosecuting Attorney.

COUNTY OF HAMILTON, OHIO

By: Roger E. Friedmann
Print Name: Roger E. Friedmann
Print Title: Asst. Prosecuting Atty.

By: Patrick Thompson
Print Name: Patrick Thompson
Print Title: County Administrator

EXHIBIT A

RESTATED FOURTH SUPPLEMENT TO COOPERATIVE AGREEMENT

THIS RESTATED FOURTH SUPPLEMENT TO COOPERATIVE AGREEMENT (the "Restated Fourth Supplement") is dated as of March 18, 2010, and is among (i) the CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO (the "Authority"), a body corporate and politic, duly organized and validly existing under the laws of the State of Ohio (the "State"), (ii) the COUNTY OF HAMILTON, OHIO (the "County"), a county and political subdivision of the State, duly organized and validly existing under the laws of the State, and (iii) the CITY OF CINCINNATI, OHIO (the "City"), a municipal corporation and political subdivision of the State, duly organized and validly existing under the laws of the State, under the circumstances described herein (capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Original Agreement, as hereinafter defined):

WITNESSETH:

WHEREAS, the Authority, the County and the City (collectively, the "Parties") have previously entered into a Cooperative Agreement which became effective January 14, 2004 (the "Original Agreement"), providing for the financing of certain improvements to the Cincinnati Convention Center (now known as the "Duke Energy Convention Center"); and

WHEREAS, the Original Agreement, and particularly Sections 2.10 and 4.9 thereof, provides for the distribution and application of any City Residual Funds and any County Residual Funds received by or on behalf of the Authority; and

WHEREAS, the Completion Date has occurred and there are no Junior Subordinated Bonds which have not been paid in full; and

WHEREAS, the Parties have previously amended such Sections 2.10 and 4.9 of the Original Agreement pursuant to a First Supplement to Cooperative Agreement dated February 28, 2007, a Second Supplement to Cooperative Agreement dated February 28, 2008, a Third Supplement to Cooperative Agreement dated March 11, 2009 (the "Third Supplement"), and a Fourth Supplement to Cooperative Agreement dated August 19, 2009 (the "Fourth Supplement") to provide for a distribution and application of such City Residual Funds and County Residual Funds other than as provided in the Original Agreement; and

WHEREAS, the City of Sharonville, Ohio ("Sharonville"), is proposing to undertake certain improvements to its convention center including the expansion and renovation thereof (the "Sharonville Project"), a portion of which may be financed by the issuance of one or more series of securities by the Authority (the "CFA Sharonville Securities") or by one or more series of securities by Sharonville (the "Sharonville Securities"); and

WHEREAS, the Third Supplement allocated \$1,269,620.56 from the 2008 County Residual Funds which was paid to Sharonville in 2009 to pay part of the costs of the Sharonville Project; and

WHEREAS, the Fourth Supplement allowed the County Residual Funds paid to Sharonville to be used for debt service on the CFA Sharonville Securities; and

WHEREAS, the Parties desire to allow County Residual Funds to support the CFA Sharonville Securities or the Sharonville Securities by further amending such Sections 2.10 and 4.9 of the Original Agreement to permit the Authority to pledge and distribute County Residual Funds to an extent and in a manner different from those contained in the Original Agreement, the Third Supplement, and Fourth Supplement; and

WHEREAS, the Authority, by resolution adopted by its board of directors on _____, 2010, the County, by a resolution adopted by its Board of County Commissioners on _____, 2010, and the City, by Resolution No. _____ adopted by its City Council on _____, 2010, have each authorized the execution and delivery of this Restated Fourth Supplement; and

WHEREAS, neither the Prior Lien Bonds, the Prior Lien Bond Indenture, the Ground Lease, the Facilities Lease, the Project Service Agreement, nor any document delivered in connection therewith restrict the ability of the Parties to so amend such Sections 2.10 and 4.9 of the Original Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties covenant and agree as follows:

Section 1. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 4.9 thereof, the Third Supplement and the Fourth Supplement, any balance in the County Residual Account on any February 28, commencing February 28, 2010, shall be pledged by the Authority and the County to be, and by the immediately succeeding March 31 shall be, applied by the Authority and the County first to the payment of costs related to the Sharonville Project and debt service on, or replenishing reserve funds to secure, CFA Sharonville Securities or Sharonville Securities, provided that the term of such applications shall be not longer than 29 years commencing with such balance for 2009 to be distributed in 2010, and that the amount of such application in any year shall not exceed \$1,300,000.00 (the "County Contribution to the Sharonville Convention Center"), all as the County and Sharonville shall agree. The Authority shall give irrevocable instructions to the Trustee to implement such pledge, application and agreement.

The Authority shall cause the Trustee to apply any moneys remaining in the County Residual Account after satisfying the requirement of the preceding paragraph (the "County Remainder Funds") in the following order for each of the years 2009 thru 2012 to be applied on March 31 in each of the years 2010 thru 2013:

- (a) the next \$250,000 of the County Remainder Funds shall be distributed to or as directed by the County and used as a Project Contribution to the Duke Energy Convention Center, and
- (b) any remaining County Remainder Funds shall be distributed to or as directed by the County and used to increase promotion of the Duke Energy Convention Center, the Sharonville Convention Center, and other Convention Facilities in the County, through the Cincinnati USA Convention and Visitors Bureau.

Thereafter, and unless otherwise agreed by the Parties in a subsequent supplement to the

Original Agreement, the Trustee shall be directed to apply any County Remainder Funds to the optional redemption of Prior Lien Bonds.

The Parties hereby direct the Trustee to disburse the annual balances in the County Residual Account as described above as soon as possible and in any case by the respective March 31.

The Authority and the County hereby covenant not to issue any additional securities secured by a pledge of or a lien on the County Residual Account senior or prior to the pledge of the County Residual Account authorized in this Section 1 and any related lien thereon so long as any County Contribution to the Sharonville Convention Center remains to be applied as provided in this Section 1.

Section 2. In all other respects, the Original Agreement and the Third Supplement are hereby approved, ratified and confirmed.

Section 3. The Parties find and determine that (i) there has been heretofore deposited in the Revenue Stabilization Fund an amount equal to the initial Revenue Stabilization Fund Requirement without regard to any withdrawals from such fund required by the Indenture, and (ii) the amendment authorized by this Restated Fourth Supplement will not adversely affect the rights of owners of the Bonds.

Section 4. The Parties, and in particular, the Chair or Vice-Chair of its Board of Directors (on behalf of the Authority), the County Administrator (on behalf of the County) and the City Manager (on behalf of the City) shall cooperate to (i) notify the Trustee of this Restated Fourth Supplement immediately, and (ii) otherwise implement its provisions.

IN WITNESS WHEREOF, the Parties have caused this Restated Fourth Supplement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

CONVENTION FACILITIES
AUTHORITY FOR HAMILTON
COUNTY, OHIO

By: Kathryn P. Wagner
Print Name: Kathryn P. Wagner
Print Title: Vice President

Approved as to form by the City Solicitor

By: Stephen J. Fogel
Print Name: Stephen J. Fogel
Print Title: Assistant City Solicitor

CITY OF CINCINNATI, OHIO

By: Scott C. Stiles
Print Name: Scott C. Stiles
Print Title: Asst. City Mgr.

Approved as to form by the County
Prosecuting Attorney

By: Roger E. Friedman
Print Name: Roger E. Friedman
Print Title: Asst. Prosecuting Atty

COUNTY OF HAMILTON, OHIO

By: Patrick Thompson
Print Name: Patrick Thompson
Print Title: County Administrator

ACKNOWLEDGEMENT

The undersigned, being duly authorized and acting for and on behalf of the City of Sharonville, Ohio, acknowledges the terms and conditions of the foregoing Restated Fourth Supplement to Cooperative Agreement, and agrees and covenants that the County Contribution to the Sharonville Convention Center, as defined in said Restated Fourth Supplement, shall be applied only as permitted in said Restated Fourth Supplement, and for no other purpose.

Approved as to form by the
Law Director of the City of Sharonville, Ohio

By: Paul Gray

CITY OF SHARONVILLE, OHIO

By: Jim White

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CERTIFICATION OF
FUNDS NOT REQUIRED
Kathryn A. Coe, CPA

MAR 22 2010

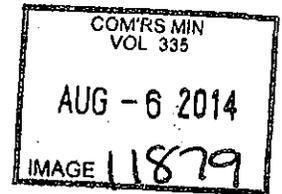
Print Name: Thomas T. Keating
Print Title: Law Director

Print Name: Virgil G. Lovitt
Print Title: Mayor

117197.04

On motion of Mr. Monzel, seconded by Mr. Hartmann the resolution was adopted.

**A RESOLUTION CONSENTING TO AND
AUTHORIZING THE SIXTH SUPPLEMENT TO
THE COOPERATIVE AGREEMENT**



BL-4
WHEREAS, pursuant to Chapter 351 of the Ohio Revised Code and a resolution adopted by this Board of County Commissioners of Hamilton County, Ohio (the "County"), on May 15, 2002, the Convention Facilities Authority for Hamilton County, Ohio (the "Authority") was created and exists as a body corporate and politic performing essential governmental functions; and

WHEREAS, pursuant to a resolution adopted by this Board of County Commissioners on January 14, 2004, the County has entered into a Cooperative Agreement which became effective January 14, 2004 (as the same has been amended and supplemented from time to time, the "Cooperative Agreement") with the Authority and the City of Cincinnati, Ohio (the "City") with respect to the convention facility formerly known as the "Cincinnati Convention Center" and now known as the "Duke Center"; and

WHEREAS, the County, the Authority and the City desire to enter into a Sixth Supplement to Cooperative Agreement (the "Sixth Supplement") as a supplement to the Cooperative Agreement; and

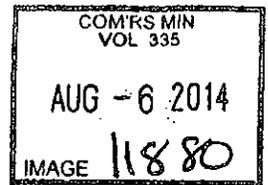
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF HAMILTON, OHIO:

SECTION 1. That the County Administrator and any member of this Board of County Commissioners, and any of them acting singly, are hereby authorized to execute and deliver the Sixth Supplement to the original Cooperative Agreement among the Authority, the City and the County to provide for the disposition of City and County Residual Funds for the years 2014 through 2019 for the purposes set forth in the Sixth Supplement to the Cooperative Agreement in substantially the same form as set forth in Exhibit "A" attached; and

SECTION 2. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this resolution shall be in force immediately from and after its adoption.

SECTION 5. That the Clerk of the Board certify copies of this resolution to Christian Sigman, County Administrator; Jeff Aluotto, Assistant County Administrator; Dusty Rhodes, County Auditor; Roger E. Friedmann, Assistant Prosecuting Attorney; and Cynthia A. Fazio, Assistant Prosecuting Attorney.



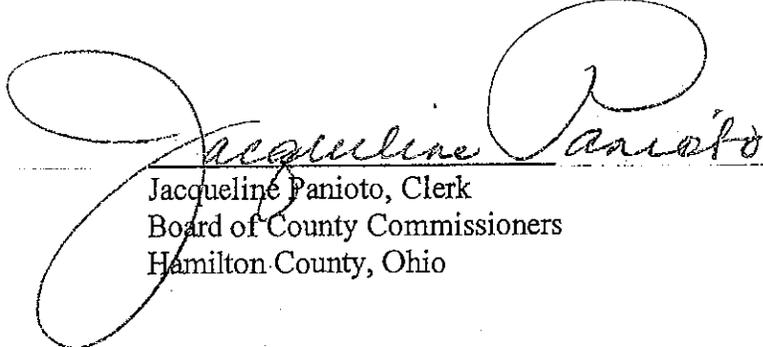
ADOPTED at a regularly adjourned meeting of the Board of Commissioners of Hamilton County, Ohio this 6th day of **August**, 2014.

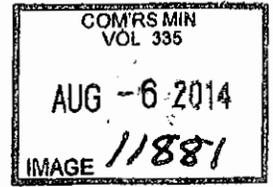
Mr. Hartmann YES Mr. Monzel YES Mr. Portune YES

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of Commissioners of Hamilton County, Ohio, this 6th day of August 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of Commissioners of Hamilton County, Ohio, this 6th day of August 2014.


Jacqueline Panioto, Clerk
Board of County Commissioners
Hamilton County, Ohio



SIXTH SUPPLEMENT TO COOPERATIVE AGREEMENT

THIS SIXTH SUPPLEMENT TO COOPERATIVE AGREEMENT (the "Sixth Supplement") is dated as of July, 2014, and is among the (i) the CONVENTION FACILITIES AUTHORITY FOR HAMILTON COUNTY, OHIO (the "Authority"), a body corporate and politic, duly organized and validly existing under the laws of the State of Ohio (the "State"), (ii) the COUNTY OF HAMILTON, OHIO (the "County"), a county and political subdivision of the State, duly organized and validly existing under the laws of the State, and (iii) the CITY OF CINCINNATI, OHIO (the "City"), a municipal corporation and political subdivision of the State, duly organized and validly existing under the laws of the State, under the circumstances described herein (capitalized terms used herein and not otherwise defined shall have the meanings assigned in the Original Agreement, as hereinafter defined):

WITNESSETH:

WHEREAS, the Authority, the County and the City (collectively, the "Parties") have previously entered into a Cooperative Agreement which became effective January 14, 2004 (the "Original Agreement"), providing for the financing of certain improvements to the Cincinnati Convention Center (now known as the "Duke Center"); and

WHEREAS, the Original Agreement, and particularly Section 2.10 thereof, provides for the distribution and application of any City Residual Funds and any County Residual Funds received by or on behalf of the Authority; and

WHEREAS, the Completion Date has occurred and there are no Junior Subordinated Bonds which have not been paid in full; and

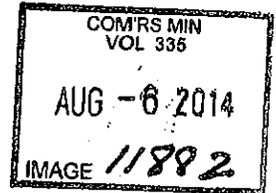
WHEREAS, the Authority, by resolution adopted by its Board of Directors on March 28, 2014, the County, by resolution adopted by its Board of County Commissioners adopted on March 26, 2014 and the City, by Resolution 70-2013 passed on June 26, 2013, have each expressed its desire to amend Section 2.10 of the Original Agreement pursuant to Section 5.8 of such agreement to provide for an application of the 2013 Residual Fund Balances different from the application specified in such Section 2.10, and each authorized the execution and delivery of the Fifth Supplement to Cooperative Agreement; and

WHEREAS, neither the Prior Lien Bonds, the Prior Lien Bond Indenture, the Ground Lease, the Facilities Lease, the Project Service Agreement, nor any document delivered in connection therewith restrict the ability of the Parties to amend such Section 2.10 of the Original Agreement; and

WHEREAS, the Authority, the County and the City, have each expressed its desire to amend Section 2.10 of the Original Agreement pursuant to Section 5.8 of such agreement to provide for an application of the 2014 through 2019 Residual Fund Balances different from the application specified in such Section 2.10, all as provided herein, and each have authorized the execution and delivery of this Sixth Supplement to Cooperative Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties covenant and agree as follows:

SECTION 1. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 4.9 thereof, the County Residual Fund Balance, if any, for the six years occurring 2014 through 2019 shall be applied as follows:



County Residual Funds:

To the extent available, the first \$1,300,000.00 shall be applied to:

Sharonville Convention Facility project within
Hamilton County

To the extent available, the next \$1,000,000.00 shall be applied to:

Increased Promotion of the Duke Energy Convention
Center, a Convention Facility within Hamilton
County, through the Cincinnati USA Convention
and Visitors Bureau

To the extent available, an amount up to the next \$300,000.00 shall be applied to:

For Projects consistent with Convention and
Tourism Projects within Hamilton County, Ohio
and in accordance with O.R.C. Chapter 351 and
ORC Section 5739.09.

To the extent available, an amount up to the next \$50,000.00 shall be applied to:

For expenses related to the maintenance
and repair of the Sharonville Convention Center.

For any amounts in excess of the expenditures above in Section 1:

Reserve held by Board of County Commissioners for
the use of the Cincinnati USA Convention and
Visitors Bureau and/or other projects or uses recognized by
O.R.C. Chapter 351 and ORC Section 5739.09.

SECTION 2. Notwithstanding the provisions of the Original Agreement, and particularly Sections 2.10 and 3.13 thereof, the City Residual Fund Balance, if any, for the six years occurring 2014 through 2019 shall be applied as follows:

City Residual Funds:

To the extent available, the first \$230,598.00 shall be applied to:

Payment of the O&M/R&R amount pursuant to
Section 3.13 of the Original Agreement. To be used



as provided in that Section.

For any amounts in excess of \$230,598.00:

To be split 50% to the Cincinnati USA CVB to be used by the Cincinnati USA CVB for the promotion of the Duke Energy Center and other convention centers located within the Hamilton County, Ohio ("City Promotion Funds") and 50% for maintenance expense at the Duke Energy Convention Center.

SECTION 3. Additional Obligations. In addition to the above described uses of residual dollars, the City and the County over the life of this Sixth Supplement, agree as follows:

- A. The City agrees to appropriate and make additional annual payments to the Greater Cincinnati USA CVB to provide a minimum annual payment of \$300,000 when combined with the distribution of City Residual Funds described in the previous section.
- B. The County and City agree that, if at the time of the annual distribution of the 2014 through 2019 County Residual Fund by the Trustee, the balance of such fund is less than \$1,300,000, the County and City each will contribute to the County Residual Fund as follows:
 - 1) The City will contribute to the County Residual Fund at a rate of \$4 to every \$1 contributed by the County until the County Residual Fund equals \$1,300,000.
 - 2) In no event shall the City's obligation, relating to this Section 3.B total more than \$400,000.
- C. The City agrees to contribute an annual amount of \$250,000 to the County's Residual Fund over the life of this Sixth Supplement for a total amount of \$1,500,000. Such amount is permitted to be used for any and all purposes described in ORC Section 5739.09 and ORC Chapter 351.
- D. To the extent the City is required to contribute funds to supplement the County's Residual Fund as described in Section 3.B above, the amount of such contribution by the City shall reduce the City's obligations in the following order:
 - 1) The annual payment by the City to the Greater Cincinnati USA CVB of up to \$150,000, as described in Section 3.A above; then
 - 2) The annual payment by the City to the County's Residual Fund of \$250,000, as described in Section 3.C above.

SECTION 4. The Parties agree that, unless otherwise agreed to by the parties in writing, so long as the Sixth Supplement is in effect the County's obligation to contribute \$250,000

annually and the City's obligation to contribute \$1,000,000 annually to the expansion and renovation of the Duke Center project as set forth in the Memorandum of Understanding executed between the Parties on September 30, 2002 (the "Memorandum") is suspended. The Parties agree that this Section is intended to supersede Paragraphs 10 and 11 of the Memorandum during the life of this Sixth Supplement.

SECTION 5. In all other respects, the Original Agreement is hereby approved, ratified and confirmed. This Sixth Supplement shall be applicable solely to the 2014 through 2019 Residual Fund Balances, and nothing in this Sixth Supplement shall be deemed or construed to authorize the application of County Residual Funds or City Residual Funds in a manner contrary to Section 2.10 of the Original Agreement other than as expressly authorized in SECTIONS 1, 2 and 3 hereof.

SECTION 6. The Parties find and determine that (i) there has heretofore been deposited in the Revenue Stabilization Fund an amount equal to the initial Revenue Stabilization Fund Requirement without regard to any withdrawals from such fund required by the Indenture, and (ii) the amendment authorized by this Sixth Supplement will not adversely affect the rights of owners of the Bonds.

SECTION 7. The Parties, and in particular, the County Administrator (on behalf of the County) and the City Manager (on behalf of the City) shall cooperate to (i) notify the Trustee of this Sixth Supplement on or before March 31, 2015, and (ii) otherwise implement its provisions.

SECTION 8 The Parties had previously obtained approval from the Bond Trustee to change the notification date for the application of residual funds from February 28 of each calendar year to March 31 of each calendar year.

IN WITNESS WHEREOF, the Parties have caused this Sixth Supplement to be executed in their respective names by their duly authorized officers, all as of the date first written above.

CONVENTION FACILITIES AUTHORITY
FOR HAMILTON COUNTY, OHIO

By: *Daniel J Meyer*

Print Name: DANIEL J. MEYER

Print Title: CHAIRMAN

Approved as to form by the City Solicitor.

CITY OF CINCINNATI, OHIO

By: *Stephen J. Fagel*

Print Name: Stephen J. Fagel

Print Title: Assistant City Solicitor

By: *Scott C. Stiles*

Print Name: Scott C. Stiles

Print Title: Interim City Mgr.

