FIRST AMENDMENT TO SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

By and Between

CLERMONT COUNTY

Acting through its

BOARD OF COUNTY COMMISSIONERS,

the CLERMONT COUNTY ENGINEER

And

THE CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

Dated as of February 10, 2010

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this "*Amendment*") is dated as of February 10, 2010, and amends certain provisions of the Second Amended and Restated Intergovernmental Agreement by and between Clermont County, a political subdivision of the State of Ohio (the "*County*"), acting through its Board of County Commissioners (the "*Board*"), pursuant to Ohio Revised Code ("*ORC*") Chapters 305 and 307, the Clermont County Engineer, a duly elected official of the County acting pursuant to ORC Chapter 315 (the "*Engineer*") and The Clermont County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the "*CCTID*").

Recitals:

A. The Board, the Engineer and the CCTID have heretofore entered into an Intergovernmental Agreement, dated as of October 11, 2006, as amended and restated in its entirety by the Second Amended and Restated Intergovernmental Agreement, effective as of May 6, 2008 (the "*IGA*").

B. The Board and the Engineer entered into the IGA to cooperate with the CCTID and other political subdivisions within Clermont County in endeavors to facilitate the development and implementation of the Projects (as defined in the IGA).

C. The CCTID has issued its revenue bonds and proposes to issue its additional revenue bonds (all issued and proposed bonds being the "*Bonds*"), which will be secured, in part, by payments made by the Board and the Engineer pursuant to the IGA.

D. The CCTID has requested that certain amendments be made to the IGA to provide additional security to the holders of such Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Amendment, the Board, the Engineer and the CCTID agree as follows:

ARTICLE 1.
DEFINITION; CONSTRUCTION

Section 1.1. Unless otherwise defined herein, all words and phrases given a defined meaning in the IGA will have the same meaning in this Amendment.

ARTICLE 2.
AMENDMENTS

Section 2.1. **Amendment of Section 2.04.** Section 2.04 of the IGA is hereby amended by adding the following sentence to the end of such section:

> The County and the Board explicitly agree to make payments of the County's Share to the CCTID according to the schedule set forth on Exhibit A to the IGA, such annual payments to be made no later than October 15th of each year. The County and Board further agree that, notwithstanding any other provision of the IGA, including Section 4.02, the County's commitment to make payments of the County's Share to the CCTID, according to the Revenue Summary set forth on Exhibit A to the IGA relating to the TID Projects set forth on Exhibit B to the IGA, will continue and shall survive any termination of the Agreement until full payment of the County's Share for the Project Funding commitment is accordingly made.

Section 2.2. **Amendment of Section 2.05.** Section 2.05 of the IGA is hereby amended by adding the following sentence to the end of such section:

> The Engineer explicitly agrees to make payments of the Engineer's Share to the CCTID according to the schedule set forth on Exhibit A to the IGA, such annual payments to be made no later than October 15th of each year. The Engineer further agrees that, notwithstanding any other provision of the IGA including Section 4.02, the Engineer's commitment to make payments of the Engineer's Share to the CCTID, according to the Revenue Summary set forth on Exhibit A to the IGA relating to the TID Projects set forth on Exhibit B to the IGA, will continue and shall survive any termination of the Agreement until full payment of the Engineer's Share for the Project Funding commitment is accordingly made.

ARTICLE 3.
MISCELLANEOUS

Section 3.1. **Effect of Amendment.** This Amendment (including the recitals hereto, which are by this reference incorporated herein and made a part hereof) sets forth the entire understanding of the parties hereto with respect to the transactions described herein. Other than the changes made to the IGA pursuant to this Amendment, the IGA remains unchanged and in full force and effect. This Amendment shall be and become effective as of the date first written.

Section 3.2. **Binding Effect.** This Amendment and the terms, covenants and conditions hereof shall be binding upon and benefit to the parties hereof and, subject to the prohibitions on assignment set forth in the IGA, as amended, to their respective administrators, successors and assigns.

Section 3.3. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Amendment to produce or account for more than one of those counterparts. The parties hereto further agree that facsimile signatures by the parties hereto shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered in the name of and on behalf of the CCTID and the County, by their duly authorized officers, and by all as of the date first written.

THE CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By:_____
A. Steven Wharton, Secretary-Treasurer

THE BOARD OF COUNTY COMMISSIONERS OF CLERMONT COUNTY, OHIO

By:_____
R. Scott Croswell III, Commissioner

By:_____
Edwin Humphrey, Commissioner

By:_____
Robert L. Proud, Commissioner

CLERMONT COUNTY ENGINEER

By:_____
Patrick Manger, P.E.,P.S.

APPROVED AS TO FORM:
DONALD W. WHITE, PROSECUTOR
CLERMONT COUNTY, OHIO

BY:_____ JANUARY 27 2010
ASST. PROSECUTOR DATE

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By and Between

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Acting through its

BOARD OF COUNTY COMMISSIONERS,

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ARTICLE 2.
AMENDMENTS

Section 2.1. Amendment of Section 2.04. Section 2.04 of the IGA is hereby amended by adding the following sentence to the end of such section:

> The County and the Board explicitly agree to make payments of the County's Share to the CCTID according to the schedule set forth on Exhibit A to the IGA, such annual payments to be made no later than October 15th of each year. The County and Board further agree that, notwithstanding any other provision of the IGA, including Section 4.02, the County's commitment to make payments of the County's Share to the CCTID, according to the Revenue Summary set forth on Exhibit A to the IGA relating to the TID Projects set forth on Exhibit B to the IGA, will continue and shall survive any termination of the Agreement until full payment of the County's Share for the Project Funding commitment is accordingly made.

Section 2.2. Amendment of Section 2.05. Section 2.05 of the IGA is hereby amended by adding the following sentence to the end of such section:

> The Engineer explicitly agrees to make payments of the Engineer's Share to the CCTID according to the schedule set forth on Exhibit A to the IGA, such annual payments to be made no later than October 15th of each year. The Engineer further agrees that, notwithstanding any other provision of the IGA including Section 4.02, the Engineer's commitment to make payments of the Engineer's Share to the CCTID, according to the Revenue Summary set forth on Exhibit A to the IGA relating to the TID Projects set forth on Exhibit B to the IGA, will continue and shall survive any termination of the Agreement until full payment of the Engineer's Share for the Project Funding commitment is accordingly made.

ARTICLE 3.
MISCELLANEOUS

Section 3.1. Effect of Amendment. This Amendment (including the recitals hereto, which are by this reference incorporated herein and made a part hereof) sets forth the entire understanding of the parties hereto with respect to the transactions described herein. Other than the changes made to the IGA pursuant to this Amendment, the IGA remains unchanged and in full force and effect. This Amendment shall be and become effective as of the date first written.

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THE CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By: A. Steven Wharton
A. Steven Wharton, Secretary-Treasurer

THE BOARD OF COUNTY COMMISSIONERS OF CLERMONT COUNTY, OHIO

By: _____
R. Scott Croswell III, Commissioner

By: Edwin F. Humphrey
Edwin Humphrey, Commissioner

By: Robert L. Proud
Robert L. Proud, Commissioner

CLERMONT COUNTY ENGINEER

By: Patrick Manger
Patrick Manger, P.E., P.S.

APPROVED AS TO FORM:
DONALD W. WHITE, PROSECUTOR
CLERMONT COUNTY, OHIO

BY: _____ January 27 2010
ASST. PROSECUTOR DATE