INTERGOVERNMENTAL AGREEMENT

by and between

CLERMONT COUNTY, OHIO,

acting through its

BOARD OF COUNTY COMMISSIONERS,

the CLERMONT COUNTY ENGINEER,

and

THE CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

Dated as of October 11, 2006

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

This Amended and Restated Intergovernmental Agreement (this "*Agreement*") is made and entered into as of October 11, 2006 (the "*Effective Date*"), 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 "*TID*").

Recitals:

A. The Board and the TID have heretofore entered into an Intergovernmental Agreement, dated as of August 15, 2006 (the "*Original IGA*").

B. The Board has heretofore created the TID, which is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements.

C. The transportation projects undertaken by the TID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County and of the State and are essential governmental functions; and the exercise by the TID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County and the State.

D. The Board has established pursuant to ORC § 307.07 the Office of Economic Development of the County ("*OED*"), which is responsible, among other things, for promoting the economic vitality of the County by attracting new business and retaining existing businesses in the community and for administering and implementing various capital improvements projects.

E. The Board has heretofore created The Clermont County CIC Inc. ("*CIC*"), which is authorized by ORC § 1724 to own, lease, or otherwise control or finance real or personal property, or any combination thereof, related to, useful for, or in furtherance of, activities that are for the sole purpose of promoting, advancing and encouraging the industrial, economic, commercial and civic development within the County.

F. The Board, the Engineer, and the TID have determined that it is essential to the welfare of the people of the County that the Board, the Engineer, and the TID recognize it is essential to engage in, and to cooperate to the greatest extent practical in, endeavors designed to contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County and to promote industry, commerce, distribution, and research activity throughout the County and to consult and coordinate with other affected political entities, governmental agencies, and the CIC wherever possible.

G. The Board, the Engineer, and the TID desire to amend and restate the Original IGA in its entirety, as hereinafter set forth.

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

Article 1. Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"*Aggrieved Party*" has the meaning given to such term in Section 4.02(b).

"*Agreement*" means this Amended and Restated Intergovernmental Agreement, as the same may be amended from time to time.

"*Board*" means the Board of County Commissioners of the County.

"*Breaching Party*" has the meaning given to such term in Section 4.02(b).

"*Business Day*" means any day other than a Saturday, Sunday, or legal holiday.

"*CIC*" means The Clermont County CIC Inc., a community improvement corporation and a body both corporate and politic created by the County pursuant to ORC § 1724.

"*County*" means the County of Clermont, a political subdivision of the State.

" County's Share" is the County's funding commitment from available revenue sources in the amount of One Million Dollars ($1,000,000) per year for a period of ten (10) years, as set forth in the Revenue Summary attached hereto as Exhibit A.

"*Day*" means a calendar day, unless specifically designated as a Business Day.

"*Effective Date*" has the meaning given to such term in the introductory paragraph of this Agreement.

"*Engineer*" means the duly elected county engineer of the County.

"Engineer's Share" means the funding commitment of moneys derived from the registration, operation, or use of vehicles on public highways and from fuels to propel such vehicles (commonly referred to a "MVG Funds"), in the amount of One Million Dollars ($1,000,000) per year for a period of ten (10) years, as set forth in the Revenue Summary attached hereto as Exhibit A.

"*Executive Director*" means the Executive Director employed by the TID.

"*Initial Term*" has the meaning given to such term in Section 4.01.

"*ITS*" means Intelligent Transportation System, a surveillance system designed to monitor traffic flows on major freeways and to inform motorists or problem areas. ITS applications include the integration of traffic control and transportation management systems, traffic signals that adapt to traffic and change control each cycle, highway advisory radio systems, changeable message signs, vehicle detectors, closed-circuit television, and Global Positioning Systems and route guidance (currently used in some trucks, buses, and automobiles).

"*ODOT*" means the Ohio Department of Transportation, an agency of the State.

"*OED*" means the Office of Economic Development of the County, established by the County pursuant to ORC § 307.07.

"*OKI*" means the Ohio Kentucky Indiana Regional Council of Governments, a council of local governments, business organizations, and community groups committed to developing collaborative strategies, plans, and programs that will improve the quality of life and the economic development potential of the tri-state area.

"*ORC*" means the Ohio Revised Code, as the same may be amended from time to time.

"*Original IGA*" has the meaning given to such term in Recital A.

"*Party*" means, individually, either the Board, the Engineer, or the TID; and "*Parties*" means, collectively, the Board, the Engineer, and the TID.

"*Project*" means any street, highway, or other transportation projects and any project for the construction, reconstruction, improvement, alteration, or repair of any roads, highways, public places, buildings, or other infrastructure constructed or improved under this chapter, and includes all bridges, tunnels, overpasses,

underpasses, interchanges, approaches, those portions of connecting streets or highways that serve interchanges and are determined by the TID to be necessary for the safe merging of traffic between the project and those streets or highways, service facilities, and administration, storage, and other buildings, property, and facilities, that the district considers necessary for the operation of the project, together with all property and rights that must be acquired by the TID for the construction, maintenance, or operation of the projects as from time to time undertaken by the TID pursuant to the authority granted by ORC Chapter 5540 and duly authorized by a resolution of its Trustees.

" Project Funding" means the County's Share and the Engineer's Share committed for funding the TID Projects, including but not limited to, the debt service on any loans obtained by the TID to finance the development and construction of the TID Projects as further set forth herein.

"*Regional Transportation Improvement Program*" means the Projects envisioned by Section 2.01 and consistent with the goals and policies set forth in Section 2.02.

"Revenue Summary" means the projected revenue sources and funding commitments for facilitating funding of the TID Projects, as set forth on the Revenue Summary attached hereto as Exhibit A.

"*State*" means the State of Ohio.

"*TID*" means The Clermont County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created by the Board created pursuant to ORC § 5540.02.

"TID Projects" those Projects undertaken by the TID as set forth on the TID Projects List attached hereto as Exhibit B.

"*Transportation Demand Management*" means strategies that result in more efficient use of transportation resources, including, but not limited to, strategies that tend to be particularly effective at reducing traffic congestion, strategies for reducing vehicle energy consumption and pollution emissions, solutions to parking problems, strategies to help make a community a desirable place to live, work, and visit, strategies for achieving an equitable distribution of transportation costs and benefits, strategies that improve public health and fitness through physical activity, strategies that can help improve transportation in low-density, rural areas, strategies for improving traffic safety and public health, and strategies that help increase transportation affordability.

"*Transportation System*" means the streets, highways, airways, waterways, and related infrastructure on, by, and over which people and freight are moved from place to place by various modes of private and public vehicles, including

automobiles, motorcycles, bicycles, trucks, buses, railroads and railways (including commuter rail), aircraft, ships, and barges.

"*Trustees*" means the Board of Trustees of the TID.

Section 1.02. References to Parties. Any reference in this Agreement to the Board, the Engineer, or the TID or to any officers of the Board or the TID includes those entities or officials succeeding to their functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.03. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; *provided, however*, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of any Party under this Agreement.

Section 1.04. Adverbs; Other References. Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.05. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.06. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.07. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article 2. Scope of Agreement

Section 2.01. Regional Transportation Improvement Program. The Parties have acknowledged and agreed that it is essential to the welfare of the people of the County that the Parties cooperate to the greatest extent practical in endeavors designed to contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County and to promote industry, commerce, distribution, and research activity in all of the County. The Parties therefore agree to cooperate in the development, coordination, and implementation of short-range and long-range Projects throughout the County as identified in the Regional Transportation Program established by the TID that are consistent with the goals and policies set forth in Section 2.02. The Parties acknowledge and reaffirm their mutual belief that a collaborative process that balances viewpoints, interests, and regulatory requirements will, among other benefits, achieve the following results:

(a) improvement in the efficiency and modal options of the Transportation System for all its users;

(b) improvement in the movement of through traffic;

(c) enhancement and protection of the public health and safety of travelers and of communities that transportation facilities traverse;

(d) improvement in the economy, social fabric, and overall livability of the County; and

(e) satisfaction of applicable federal, state and local plans, policies, and regulations.

Section 2.02. Goals and Policies of Regional Transportation Improvement Program. The goals of the Regional Transportation Improvement Program envisioned by Section 2.01, and the policies and related action strategies to implement and attain those goals, include, but are not limited to, the following:

- the preparation and implementation of a long-range plan, in collaboration with the OKI, ODOT, and other affected political subdivisions and governmental agencies, and with positive citizen engagement, that identifies transportation-related deficiencies and problems, identifies all potential sources of funding, provides clear direction, and seeks

comprehensive, efficient, and cost-effective solutions for the Transportation System in the County and adjoining counties;

- the inclusion, integration, coordination, and utilization of the resources of all County political subdivisions and County offices, including the County Engineer, to the fullest extent possible;

- a Transportation System that is integrated with and supports economic development strategies developed by the County and other political subdivisions in the County;

- a Transportation System that is integrated with and supports local land use policies;

- a Transportation System that, where reasonable and practicable, provides efficient and cost-effective alternatives to expanding capacity, such as vanpool/carpool, Transportation Demand Management, bicycling, and walking;

- a multi-modal Transportation System, including mass transit, railways, and airways, that provides access (balancing needs and access rights) for goods, services, and people and intermodal connections for both passengers and freight;

- a Transportation System that provides access and mobility for all citizens, regardless of age, race, or handicap;

- a Transportation System that promotes safety for both users and non-users, *e.g.*, by increased capacity, design improvements, ITS technology, etc.;

- a Transportation System that minimizes energy consumption and vehicle emissions, *e.g.*, by reducing single occupant vehicles through such alternatives as vanpool/carpool and mass transit and by increasing efficiency, as by reducing travel time or vehicle miles traveled, managing demand to ease congestion, etc.;

- a Transportation System that minimizes and mitigates environmental impacts;

- a Transportation System that supports and meets the needs of sustained economic growth, including development, employment, housing, and tourism;

- a Transportation System that is consistent with local, regional, state and federal policies; and

- a Transportation System that assures that improvements are consistent with and support the values of communities and neighborhood structures, that maintains, enhances, and supports livability, and that fosters aesthetics.

Section 2.03. Additional Responsibilities of the TID. As long as this Agreement remains in effect, the TID may contribute to the Board and/or the Engineer the following:

(a) such funds as the Parties may mutually agree, at any time and from time to time, shall be necessary to the planning, coordination, and implementation of one or more Projects; and

(b) such services of the TID and/or the staff as the Parties may mutually agree, at any time and from time to time, shall be necessary (1) for the planning, development, coordination, and implementation of one or more Projects and/or (2) to support the related administrative, economic development, and project management endeavors of the County, other affected political entities, governmental agencies and CIC.

Section 2.04. Additional Responsibilities of the Board. As long as this Agreement remains in effect, the Board may contribute to the TID and/or the Engineer the following:

(a) such loans and grants as the Parties may mutually agree, at any time and from time to time, shall be necessary for or in aid of the planning, development, design, construction, maintenance, or repair of one or more Projects; and

(b) such other aid or contributions of money, property, labor, or other things of value as the Parties may mutually agree, at any time and from time to time; *provided, however*, that any such loans, grants, and contributions to the TID shall be held, used, and applied by the TID only for the purposes for which such loans, grants, and contributions are made.

The Board further agrees to contribute to the TID funding for the TID Projects in accordance with and in the amounts set forth in the Revenue Summary attached hereto and incorporated herein and made part of this Agreement. The TID will apply the County's Share for the sole purpose of paying costs and expenses related to the TID Projects, including but not limited to, the debt service on any loans obtained by the TID to finance the development and construction of the TID Projects. The Project Funding shall be deposited and maintained by the TID in such designated accounts and accounted for and reported as mutually agreed upon, specified and authorized by the Parties, in accordance with all applicable laws, regulations, agreements, covenants and accepted accounting standards. The Parties further acknowledge and agree that this a long term commitment of Project Funding by the County and the TID is relying upon the Project Funding commitment in securing and servicing a loan from the State Infrastructure Bank (the "SIB"), or similar financings, and will utilize the loan or bond proceeds to pay for

the planning, design, management, engineering, construction, reconstruction, maintenance and/or repair of public highways and bridges and other statutory highway purposes relating to or in connection with the TID Projects, and costs directly related thereto, which includes the TID Projects.

Section 2.05. Additional Responsibilities of the Engineer. As long as this Agreement remains in effect, the Engineer may contribute to the TID and/or the Board the following:

(a) such loans and grants as the Parties may mutually agree, at any time and from time to time, shall be necessary for or in aid of the planning, development, design, construction, maintenance, or repair of one or more Projects; and

(b) such other aid or contributions of money, property, labor, or other things of value as the Parties may mutually agree, at any time and from time to time; *provided, however*, that any such loans, grants, and contributions to the TID shall be held, used, and applied by the TID only for the purposes for which such loans, grants, and contributions are made.

The Engineer agrees to contribute to the TID funding for the TID Projects in accordance with and in the amounts set forth in the Revenue Summary attached hereto and incorporated herein and made part of this Agreement. The TID will apply, to the extent permitted by law, the Engineer's Share for the sole purpose of paying costs and expenses related to the TID Projects, including but not limited to, the debt service on any loans obtained by the TID to finance the development and construction of the Projects. The Project Funding shall be deposited and maintained by the TID in such accounts and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants and accepted accounting standards. The Parties further acknowledge and agree that this a long term commitment of Project Funding by the County and the TID is relying upon the Project Funding commitment in securing and servicing a loan from the State Infrastructure Bank (the "SIB"), or similar financings, and will utilize the loan or bond proceeds to pay for the planning, design, engineering, management, construction, reconstruction, maintenance and/or repair of public highways and bridges and other statutory highway purposes relating to or in connection with the TID Projects, and costs directly related thereto, which includes the TID Projects.

Section 2.06. Relationship of the Parties.

(a) Neither this Agreement nor the relationship between or among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. No Party shall have any authority to make, and no Party shall make, any representations, warranties, or statements on behalf of the other, and no Party hereto shall bind, or be liable for the debts or obligations of, any other Party. In the performance of their

respective services hereunder, each Party is and shall at all times remain an independent contractor, free and clear of any dominion or control by the other Parties, except as specifically provided herein. The number of employees or consultants used by the TID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by the TID. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security, or any other taxes on the wages of such Party, its agents, its employees, and its representatives.

(b) The Parties do not intend that this Agreement be, and this Agreement shall not be construed as, an agreement or contract whereby (1) either the Board, the Engineer, or the CIC is authorized by the TID and undertakes to exercise any power, to perform any function, or to render any service, on behalf of the TID, that the TID is authorized to exercise, perform, or render, or (2) the TID is authorized by either the Board, the CIC, or the Engineer and undertakes to exercise any power, to perform any function, or to render any service, on behalf of either the Board, the CIC, or the Engineer, that either the Board, the CIC, or the Engineer is authorized to exercise, perform, or render.

(c) Except to the extent that this Agreement amends and restates the Original IGA, nothing in this Agreement is intended to modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among any one or more of the Parties or between or among any one or more of the Parties and the CIC.

(d) The TID is without authority to engage in discussions or analysis (1) that commit, could commit, or suggest the Board is committed to project funding or financing without the knowledge, participation, and consent of the Board or (2) that commit, could commit, or suggest the Engineer is committed to project funding or financing without the knowledge, participation, and consent of the Engineer.

Section 2.07. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of a Party in other than his official capacity; and neither the members of the Board, nor the Trustees of the TID, the Engineer, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement

Section 2.08. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities, including, but not limited to, the CIC

and the OED, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article 3. Further Agreements

Section 3.01. Challenge to Agreement. In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, all Parties shall fully cooperate to defend the Agreement. If fewer than all Parties are named as a party to the action, the other Parties shall seek to intervene, and the named Party or Parties shall support such intervention.

Section 3.02. Notices. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other Parties of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.03. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Parties, which consent shall not unreasonably be withheld.

Section 3.04. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by the Party to be charged with such modification, alteration, amendment, discharge, or waiver. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Section 4. Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, (a) the initial term of this Agreement shall be ten (10) years (the "*Initial Term*"), and (b) such Initial Term shall automatically be extended for successive additional terms of ten (10) years each.

Section 4.02. Termination.

(a) Any Party may terminate this Agreement, without cause, by written notice of termination to the other Parties no less than ninety (90) Days prior to the date upon which termination is to be effective.

(b) Any Party (the "*Aggrieved Party*") may, at its option, terminate this Agreement, effective immediately upon written notice to that effect, upon the occurrence of any of the following events with respect to any other Party (the "*Breaching Party*"):

(1) default shall occur or be made in the performance of any of the terms, covenants, or agreements of the Breaching Party contained in this Agreement, and such default shall be willful or shall continue for a period of thirty (30) Days after (A) it shall have become known to the Breaching Party, or (B) the Aggrieved Party shall have given written notice thereof to the Breaching Party, whichever is earlier; or

(2) any representation or warranty made in this Agreement, or any certificate or statement furnished or made by the Breaching Party to the Aggrieved Party pursuant to or in connection with this Agreement or any other instrument executed in connection herewith, shall prove to be untrue in any respect as of the date on which such representation or warranty is made; or

(3) the Breaching Party shall become insolvent or shall generally fail to pay, or shall admit in writing its inability to pay, debts as they become due; or the Breaching Party shall apply for, consent to, or acquiesce in the appointment of a trustee, receiver, or other custodian for the Breaching Party or for any property of the Breaching Party, or shall make a general assignment for the benefit of creditors; or, in the absence of such application, consent, or acquiescence, a trustee, receiver, or other custodian shall be appointed for the Breaching Party, or for a substantial part of the property of the Breaching Party, and shall not be discharged within thirty (30) Days; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding, shall be commenced in respect of the Breaching Party, and, if such case or proceeding is not commenced by the Breaching Party, it shall have been consented to or acquiesced in by the Breaching Party or shall have continued for thirty (30) Days undismissed; or the Breaching Party shall take any action to authorize, or in furtherance of, any of the foregoing.

(c) Notwithstanding any other provision of this Agreement and while not abandoning the defense of prior action under this Agreement, any Party may terminate this Agreement immediately and without cause upon a challenge to the validity of this Agreement or action taken pursuant to this Agreement.

Section 4.03. Remedies. In the event of a breach of this Agreement, the Aggrieved Party may seek specific performance of this Agreement by the Breaching Party in addition to any other remedies now or hereafter existing at law or in equity; and the Breaching Party shall pay the attorney fees reasonably incurred by the Aggrieved Party in seeking remedies for the breach.

Section 4.04. Remedies Not Exclusive. No remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any other remedy provided or permitted in this Agreement or by applicable law, but each shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Agreement to any Party or to which any Party may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by such Party, and any Party may pursue inconsistent remedies.

Section 4.04. Mediation. If the Parties are unable to resolve a dispute as to the meaning or application of this Agreement, or if any Party believes there has been a breach by any other Party, the Parties shall participate in mediation of the dispute. The mediator shall be an impartial individual chosen jointly by the Parties. The Parties shall attempt in good faith to avoid the need for litigation of disputes through mediation for a period of not more than sixty (60) Days. This Section 4.04 does not, however, preclude any Party from instituting litigation if necessary, in the opinion of that Party, for the protection of that Party's interests.

Section 4.06. Waiver of Breach. No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by any other Party, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

Article 5. Miscellaneous

Section 5.01. Notices.

(a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

(1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or

(2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

(3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or

(4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission.

(b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:

The Clermont County Transportation Improvement District
Attention: A. Steven Wharton, Secretary-Treasurer
175 E. Main Street, Suite 150
Batavia, OH 45103

(c) All notices to be given to the Board pursuant to this Agreement shall be sent to the Board at the following address:

The Clermont County Board of Commissioners
Attention: Judith Kocica, Clerk of the Board
101 E. Main Street
Batavia, OH 45103

(d) All notices to be given to the Engineer pursuant to this Agreement shall be sent to the Engineer at the following address:

Clermont County Engineer's Office
Attention: Patrick J. Manger, P.E., P.S., Clermont County Engineer
2381 Clermont Center Drive
Batavia, OH 45103-1959

(e) Any Party may at any time change its address for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.01(a).

Section 5.02. Governing Law; Jurisdiction and Venue. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. The Parties agree that any action relating to or arising out of this Agreement may be brought against any other Party only in the Clermont County, Ohio, Court of Common Pleas, and the United States District Court for the Southern District of Ohio, Western Division; and each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts), waives any objection to venue laid therein, and agrees that process may be served on it anywhere in the world.

Section 5.03. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.04. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions on assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.05. Counterparts; Facsimile Signatures. This Agreement 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 Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Amended and Restated Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Board and the TID by their duly authorized officers, and by the Engineer, all as of the Effective Date.

TID:

THE CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

THE CLERMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

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

Board:

THE BOARD OF COUNTY COMMISSIONERS OF CLERMONT COUNTY, OHIO

THE BOARD OF COUNTY COMMISSIONERS OF CLERMONT COUNTY, OHIO

By: Mary C. Walker
Mary C. Walker, Commissioner

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

By: R Scott Croswell
R. Scott Croswell III,
Commissioner

Engineer:

CLERMONT COUNTY ENGINEER

By: Patrick J. Manger
Patrick J. Manger, P.E., P.S.
Clermont County Engineer

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

BY: Oct. 05, 2006
ASST. PROSECUTOR DATE

Clermont County TID Revenue Summary
EXHIBIT A

Clermont County TID SIB Loan
$16,500,0000 Financing Alternatives

September 11, 2006

BOND Year	Repayment Year	SIB Draw Amount	Outstanding SIB Loan	SIB Loan Repayment 3.00%	Clermont County MVG Funds Pledge	Clermont County Revenue Pledge	Union/Miami Township Revenue Pledge	Total Funds	Interest Income Earned @ 4.50%	Accumulated Pledged Funds Less Interest Expense	SIB Loan Coverage Repayment Coverage Factor
		A	B	C	D	E	F	G	H	(G-C)	
1	2007	$ 7,500,000	$ 7,500,000	$ -	$ 1,000,000	$ 1,000,000	$ 200,000	$ 2,200,000	$ 103,665	$ 2,303,665	-
2	2008	5,000,000	11,500,000	1,345,000	1,000,000	1,000,000	200,000	2,200,000	148,838	3,307,503	2.46
3	2009	4,000,000	14,500,000	1,435,000	1,000,000	1,000,000	200,000	2,200,000	191,898	4,264,401	2.30
4	2010	-	13,500,000	1,405,000	1,000,000	1,000,000	200,000	2,200,000	238,401	5,297,802	3.04
5	2011	-	12,500,000	1,375,000	1,000,000	1,000,000	200,000	2,200,000	288,509	6,411,311	3.85
6	2012	-	11,500,000	1,345,000	1,000,000	1,000,000	200,000	2,200,000	342,392	7,608,702	4.77
7	2013	-	10,500,000	1,315,000	1,000,000	1,000,000	200,000	2,200,000	400,227	8,893,929	5.79
8	2014	-	9,500,000	1,285,000	1,000,000	1,000,000	200,000	2,200,000	462,201	10,271,130	6.92
9	2015	-	8,500,000	1,255,000	1,000,000	1,000,000	200,000	2,200,000	528,509	11,744,639	8.18
10	2016	-	8,500,000	9,755,000	1,000,000	1,000,000	200,000	2,200,000	197,418	4,387,056	1.20
		$ 16,500,000		$ 20,515,000	$ 10,000,000	$ 10,000,000	$ 2,000,000	$ 22,000,000	$ 2,902,056		
Net Present Value 3%				$ 16,445,943	$ 8,530,203	$ 8,530,203	$ 1,706,041	$ 18,766,446	$ 2,406,229		

CLERMONT COUNTY TID PROJECTS
EXHIBIT B

CAPITAL IMPROVEMENT PROJECTS	PID NOS.	PROJECT COSTS ENG.	R/W and Utilities	CONST.	TOTAL	SIB LOAN FUNDING REQUEST	CONST. YEAR
I-275/SR 32 INTERCHANGE Maintenance of Traffic	76289		$40,000,000	$50,000,000	$90,000,000		2010
Aicholtz Road Extension		$500,000	$6,000,000	$4,500,000	$11,000,000	$500,000	2008
Eastgate North Frontage Road		$300,000	$2,000,000	$2,700,000	$5,000,000	$300,000	2009
Aicholtz Road Widening		$500,000	$2,000,000	$4,000,000	$6,500,000	$500,000	2010
Tina Drive Extension		$200,000	$200,000	$1,200,000	$1,600,000	$200,000	2010
Aicholtz Connector		$500,000	$1,000,000	$4,500,000	$6,000,000	$500,000	2011
Old SR 74 - Phase 1 (Eastgate to Bach-Buxton North)		$500,000	$1,000,000	$5,500,000	$7,000,000	$500,000	2011
Sub-Totals		$2,500,000	$12,200,000	$22,400,000	$37,100,000	**$2,500,000**	
EASTERN CORRIDOR - PART B	22970						
Eastern Corridor - Part B (Segment 4A)	22972	$2,500,000			$2,500,000	$2,500,000	2007
Eastgate South Improvements		$200,000	$300,000	$2,000,000	$2,500,000	$200,000	2009
Glen Este-Withamsville Overpass		$500,000	$1,500,000	$4,000,000	$6,000,000	$750,000	2013
Bach-Buxton Interchange		$2,000,000	$3,000,000	$20,000,000	$25,000,000	$2,000,000	2013
Olive Branch-Stonelick Extension		$300,000	$150,000	$4,000,000	$4,450,000	$300,000	2012
Heitman Lane Extension to OBS		$350,000	$850,000	$3,800,000	$5,000,000	$350,000	TBD
Sub-Totals		$5,850,000	$5,800,000	$33,800,000	$45,450,000	**$6,100,000**	
SR 32 CORRIDOR							
Old 74 Widening from OBS Extension to Armstrong Blvd.		$200,000	$400,000	$2,500,000	$3,100,000	$200,000	2012
Bauer/SR 32 Intersection (EB Ramp and Overpass)		$500,000	$200,000	$6,300,000	$7,000,000	$150,000	TBD
Herold Road/SR 32 Interchange		$750,000	$250,000	$12,000,000	$13,000,000	$400,000	TBD
Batavia Road/SR 32 Interchange Improvements		$500,000	$250,000	$5,750,000	$6,500,000	$250,000	TBD
SR 32 Frontage Road - Bauer to Half Acre		$1,000,000	$1,000,000	$10,000,000	$12,000,000	$500,000	TBD
DeLaPalma/McKeever at SR 32		$1,000,000	$500,000	$14,500,000	$16,000,000	$100,000	TBD
Sub-Totals		$3,950,000	$2,600,000	$51,050,000	$57,600,000	**$1,600,000**	
SR 28 CORRIDOR							
Business 28 - Phase 1	79111	$1,000,000	$1,400,000	$6,000,000	$8,400,000	$4,700,000	2009
Business 28 - Phase 2		$500,000	$1,500,000	$4,000,000	$6,000,000	$500,000	2012
Wolfpen - Pleasant Hill Improvements	See 'A' Below	$400,000	$500,000	$3,500,000	$4,400,000	$400,000	2010
SR 28 Improvements - I-275 to Castleberry	See 'A' Below	$500,000	$500,000	$2,000,000	$3,000,000	$500,000	2011
SR 28 Corridor Improvements (Branch Hill-Guinea Pike to SR 48)		$750,000	$750,000	$7,500,000	$9,000,000	$200,000	2013
Sub-Totals		$3,150,000	$4,650,000	$23,000,000	$30,800,000	**$6,300,000**	

A - Project has received OKI funding for the construction years shown and will be given an ODOT PID number in 2006

TOTAL SIB LOAN APPLICATION **$16,500,000**