

OHIO TURNPIKE COMMISSION

Resolution Authorizing the Execution of a Supplement
to the Trust Agreement dated June 1, 1952

RESOLVED that the officers of the Commission be, and they hereby are, authorized to enter into a supplement to the Trust Agreement dated June 1, 1952, as heretofore supplemented by agreement dated July 23, 1954, and by agreement dated July 17, 1958, by and between the Ohio Turnpike Commission and The Ohio National Bank of Columbus, as Trustee, et al, in substantially the form of agreement presented to this meeting, with such changes, if any, as may be approved by the Commission's general counsel, and the Commission hereby adopts, approves, and confirms all of the findings and recitals set forth in said supplement presented to this meeting.

(Resolution No. 24 -1976 adopted December 14, 1976)

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| Copies hereof distributed 12/21/76 to: | Commission Members |
| | Executive Director |
| | Deputy Executive Director |
| | Comptroller |
| | Director of Administrative Services |
| | Purchasing Agent |
| *Certified copies (5) with Chairman's original signature to | J. E. Greiner Company - Ohio (2) |
| Supplement to Assistant | Director of Operations |
| Secretary-Treasurer | Director of Information & Research (25) |
| | Chief Engineer |
| | Squire, Sanders & Dempsey |

Third Supplement
to
Trust Agreement Dated June 1, 1952
Relating to Ohio Turnpike Revenue Bonds
Project No. 1

This is a Supplemental Agreement dated December ____, 1976, by and between the Ohio Turnpike Commission, a body corporate and politic in the State of Ohio, hereinafter called "the Commission," and The Ohio National Bank of Columbus, a national banking association duly organized and existing under the laws of the United States of America and having its principal office in the City of Columbus, Ohio, as Trustee under the Trust Agreement hereinafter referred to, hereinafter called "the Trustee."

WHEREAS the Commission has heretofore executed and delivered its Trust Agreement (hereinafter referred to as the Original Agreement) dated June 1, 1952, to the Trustee, and also a Supplement to the Original Agreement, dated July 23, 1954 (herein called the First Supplement), and also a Supplement to the Original Agreement, dated July 17, 1958 (herein called the Second Supplement);

WHEREAS the Commission and the Trustee desire, and are authorized and empowered, pursuant to Section 1101 of the Original Agreement, to enter into this Supplemental Agreement;

WHEREAS this Supplemental Agreement is not inconsistent with the terms and provisions of the Original Agreement as supplemented by the First Supplement and Second Supplement; and

WHEREAS, after full consideration, the Commission and the Trustee have

determined that it is for the benefit and in the best interests of the bondholders that the Trustee be hereby empowered to invest moneys held for the credit of the Redemption Account (created by Section 507 of the Original Agreement), subject to the restrictions herein contained, until needed for the purposes specified in the Original Agreement.

NOW, THEREFORE, the Commission and the Trustee, in consideration of the mutual agreements herein contained and of other good and valuable considerations, the receipt of which is hereby acknowledged, and for the purposes aforesaid, agree that the Original Agreement, as supplemented by the First Supplement and by the Second Supplement, shall be further supplemented as follows:

Section 1. When and if so directed by resolution of the Commission, a copy of which, certified by its Secretary-Treasurer or Assistant Secretary-Treasurer, shall be delivered to the Trustee, the Trustee shall from time to time invest moneys held for the credit of the Redemption Account in direct obligations of the United States which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than nine months after the date of such investment therein. Such instruments shall be such as will provide moneys sufficient in amount as necessary to meet the requirements of such Redemption Account.

Section 2. As used herein, all terms shall have the same meanings as the same terms have in the Original Agreement, and neither the execution of this Supplemental Agreement nor anything herein contained shall affect the meaning or interpretation to be given to the terms of said Original Agreement, as supplemented by the First Supplement and by the Second Supplement, or the obligations or responsibilities of the parties thereto except in the manner and to the

extent expressly herein provided.

IN WITNESS WHEREOF, the Ohio Turnpike Commission has caused this Supplemental Agreement to be executed by its Chairman or Vice Chairman and its official seal to be impressed hereon and attested by its Assistant Secretary-Treasurer, and The Ohio National Bank of Columbus has caused this Supplemental Agreement to be executed in its behalf by its Vice President-Senior Trust Officer and its corporate seal to be impressed hereon and attested by its Trust Officer, all as of the day and year above written but actually on the date of the respective acknowledgments.

(SEAL)

OHIO TURNPIKE COMMISSION

Attest

By *O. L. Leagoner*
Chairman

Assistant Secretary-Treasurer

THE OHIO NATIONAL BANK OF COLUMBUS,
Trustee

(SEAL)

By _____
Vice President-Senior Trust Officer

Attest

Trust Officer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of December, 1976, personally appeared O. L. Teagarden, to me known to be the identical person who subscribed the name of Ohio Turnpike Commission to the foregoing instrument as its Chairman and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Commission, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of December, 1976, personally appeared Robert H. Bartholomew, to me known to be the identical person who subscribed the name of The Ohio National Bank of Columbus to the foregoing instrument as its Vice President-Senior Trust Officer and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary deed of such Corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Notary Public
(SEAL)