

## OHIO TURNPIKE COMMISSION

Resolution Approving Fourth Supplemental Trust Agreement  
to the Trust Agreement dated as of September 1, 1984

WHEREAS, the Commission has previously issued \$4,810,000 Turnpike Refunding Revenue Bonds of 1984 (the Bonds), and has entered into a Trust Agreement dated as of September 1, 1984, with Ameritrust Company National Association, Cleveland, Ohio, as Trustee (the Trustee), securing those Bonds (the Original Trust Agreement); and

WHEREAS, the Commission and the Trustee have heretofore executed and delivered a First Supplemental Trust Agreement dated as of December 1, 1984 (the First Supplemental Trust Agreement), a Second Supplemental Trust Agreement dated as of July 1, 1987 (the Second Supplemental Trust Agreement) and a Third Supplemental Trust Agreement dated as of August 15, 1988 (the Third Supplemental Trust Agreement); and

WHEREAS, the Commission and the Trustee desire and have determined to amend the respective provisions of the Original Trust Agreement relating to the crediting of certain portions of the Revenue Fund to the Interest Account and the Principal Account and to the determination and transfer of certain excess amounts in the Debt Service Fund; and

WHEREAS, Ameritrust Company National Association, the Original Purchaser and the current holder of all the outstanding Bonds, has consented to the proposed amendments; and

WHEREAS, by the Fourth Supplemental Trust Agreement authorized by this Resolution those amendments will be made to the Original Trust Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE OHIO TURNPIKE COMMISSION AS FOLLOWS:

Section 1. The Commission, by the Chairman, Vice Chairman and Secretary-Treasurer, shall execute, acknowledge and attest, and deliver to the Trustee, in the name and on behalf of the Commission, a Fourth Supplemental Trust Agreement to be dated as of January 1, 1990, in substantially the form attached to this Resolution, with any changes therein not substantially adverse to the Commission as may be permitted by Chapter 5537 of the Revised Code and the Original Trust Agreement, as amended by the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement and the Third Supplemental Trust Agreement, and as may be approved by those officers. The approval of those changes, and that they are not substantially adverse to the Commission, shall be conclusively evidenced by the execution and delivery of the Fourth Supplemental Trust Agreement by those officers on behalf of the Commission.

Section 2. The Commission hereby formally amends, effective January 1, 1990, subsections (i) and (ii) of Section 5 of Resolution No. 9-1984, adopted September 5, 1984, as that amendment is set forth in Section 1 of the proposed Fourth Supplemental Trust Agreement, as follows:

"[5] (i) To the Trustee, on December 1, 1984 and thereafter on or before each interest payment date, to the credit of the Interest Account, an amount equal to the amount of interest due on the Bonds on the interest payment date next succeeding that interest payment date; provided, however, that the payments required by this subsection (i) need only be made to the extent that the balance to

the credit of the Interest Account at the time any such payment is due is less than the amount of interest due on the Bonds on that next succeeding interest payment date;

(ii) To the Trustee, on or before the first day in September and December, 1991 and March, 1992, to the credit of the Principal Account, an amount equal to one-third of the principal amount of the Bonds then outstanding; provided, however, that the payments required by this subsection (ii) need only be made to the extent that the balance to the credit of the Principal Account at the time any such payment is due is less than the principal amount of the Bonds then outstanding;"

Section 3. The Commission hereby formally amends, effective January 1, 1990, subsection (b) of Section 6 of Resolution No. 9-1984, adopted September 5, 1984, as that amendment is set forth in Section 2 of the proposed Fourth Supplemental Trust Agreement, as follows:

"[6] (b) Debt Service Charges. The Debt Service Fund is pledged to and shall be used solely for the payment of Debt Service Charges as they fall due at maturity or by optional prior redemption, except as excess amounts in the Debt Service Fund may be transferred pursuant to this Section.

Without necessity for any further order of the Commission, not more than five days and not later than the date when Debt Service Charges are due and payable the Trustee shall transmit to any other Paying Agents from moneys in the Interest Account an amount equal to the interest on the Bonds, and from moneys in the Principal Account an amount equal to the principal of the Bonds, payable on that date.

Any amounts in the Debt Service Fund in excess of the aggregate of the amounts, payable from that Fund, of Debt Service Charges theretofore due but not yet paid and Debt Service Charges to become due through June 1, 1992 may be transferred upon order of the Commission to the credit of the Capital Improvement Fund."

Section 4. It is found and determined that all formal actions of this Commission concerning and relating to the adoption of this Resolution were taken and adopted in an open meeting of this Commission, and that all deliberations of this Commission that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Revised Code.

(Resolution No. 27-1989 adopted December 18, 1989)

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FOURTH SUPPLEMENTAL TRUST AGREEMENT

between the

OHIO TURNPIKE COMMISSION

and

AMERITRUST COMPANY NATIONAL ASSOCIATION  
Cleveland, Ohio

Trustee

Dated

as of

January 1, 1990

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Supplementing the Trust Agreement dated September 1, 1984

Securing

State of Ohio  
Turnpike Refunding Revenue Bonds of 1984

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#### FOURTH SUPPLEMENTAL TRUST AGREEMENT

THIS FOURTH SUPPLEMENTAL TRUST AGREEMENT (the Fourth Supplemental Trust Agreement) dated as of January 1, 1990, by and between the OHIO TURNPIKE COMMISSION (the Commission), a body corporate and politic created and existing under Chapter 5537 of the Revised Code, and AMERITRUST COMPANY NATIONAL ASSOCIATION, a bank organized and existing under and by virtue of the laws of the United States of America and authorized to exercise corporate trust powers in the State of Ohio, with its principal place of business located in Cleveland, Ohio (the Trustee), as Trustee under the Trust Agreement dated September 1, 1984, referred to below.

#### W I T N E S S E T H:

WHEREAS, the Commission, pursuant to the Bond Resolution (the Bond Resolution) adopted by it on September 5, 1984 (Resolution No. 9-1984), has entered into a Trust Agreement dated as of September 1, 1984 (with the Bond Resolution constituting part thereof, the Original Trust Agreement) with the Trustee providing for and relating to Turnpike Refunding Revenue Bonds of 1984 (the Bonds); and

WHEREAS, the Commission and the Trustee have heretofore executed and delivered a First Supplemental Trust Agreement dated as of December 1, 1984 (the First Supplemental Trust Agreement), a Second Supplemental Trust Agreement dated as of July 1, 1987 (the Second Supplemental Trust Agreement) and a Third Supplemental Trust Agreement dated as of August 15, 1988 (the Third Supplemental Trust Agreement); and

WHEREAS, the Commission and the Trustee, pursuant to Article VIII of the Original Trust Agreement and with the consent of Ameritrust Company National Association, the Original Purchaser and the holder of all the Bonds now outstanding, have determined and agreed to amend, as of January 1, 1990, the Original Trust Agreement provisions relating to the crediting of certain portions of the Revenue Fund to the Interest Account and the Principal Account, as provided in Section 1 below, and the Original Trust Agreement provision relating to the determination and transfer of certain excess amounts in the Debt Service Fund, as provided in Section 2 below;

NOW, THEREFORE, THIS FOURTH SUPPLEMENTAL TRUST AGREEMENT WITNESSETH that to provide for those amendments, and for and in consideration of the premises, and the acceptance by the Trustee of the further and amended trusts hereby created, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Commission has executed and delivered this Fourth Supplemental Trust Agreement.

Section 1. The Original Trust Agreement, and specifically subsections (i) and (ii) of Section 5 of the Bond Resolution constituting part of the Original Trust Agreement, are amended to read as follows:

"[5] (i) To the Trustee, on December 1, 1984 and thereafter on or before each interest payment date, to the credit of the Interest Account, an amount equal to the amount of interest due on the Bonds on the interest payment date next succeeding that interest payment date; provided, however, that the payments required by this subsection (i) need only be made to the extent that the balance to the credit of the Interest Account at the time any such payment is due is less than the amount of interest due on the Bonds on that next succeeding interest payment date;

(ii) To the Trustee, on or before the first day in September and December, 1991 and March, 1992, to the credit of the Principal Account, an amount equal to one-third of the principal amount of the Bonds then outstanding; provided, however, that the payments required by this subsection (ii) need only be made to the extent that the balance to the credit of the Principal Account at the time any such payment is due is less than the principal amount of the Bonds then outstanding;"

Section 2. The Original Trust Agreement, and specifically subsection (b) of Section 6 of the Bond Resolution constituting part of the Original Trust Agreement, is amended to read as follows:

"[6] (b) Debt Service Charges. The Debt Service Fund is pledged to and shall be used solely for the payment of Debt Service Charges as they fall due at maturity or by optional prior redemption, except as excess amounts in the Debt Service Fund may be transferred pursuant to this Section.

Without necessity for any further order of the Commission, not more than five days and not later than the date when Debt Service Charges are due and payable the Trustee shall transmit to any other Paying Agents from moneys in the Interest Account an amount equal to the interest on the Bonds, and from moneys in the Principal Account an amount equal to the principal of the Bonds, payable on that date.

Any amounts in the Debt Service Fund in excess of the aggregate of the amounts, payable from that Fund, of Debt Service Charges theretofore due but not yet paid and Debt Service Charges to become due through June 1, 1992 may be transferred upon order of the Commission to the credit of the Capital Improvement Fund."

Section 3. The Trustee accepts the further and amended trusts herein declared and provided and agrees to perform the same upon the terms and conditions set forth in the Original Trust Agreement, the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement, and this Fourth Supplemental Trust Agreement.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Trust Agreement or the due execution thereof by the Commission, or for or in respect of the recitals herein contained, all of which recitals are made by the Commission solely.

IN WITNESS WHEREOF, the Commission has caused this Fourth Supplemental Trust Agreement to be executed in its name and on its behalf by its Chairman and Vice Chairman and attested by its Secretary-Treasurer, and the Trustee in token of its acceptance of the further and amended trusts created hereunder has caused this Fourth Supplemental Trust Agreement to be executed in its corporate name by its authorized officers and its corporate seal to be affixed and attested, on the dates stated in the acknowledgments of those signatures but all as of January 1, 1990.

OHIO TURNPIKE COMMISSION

(Commission Seal)

By: \_\_\_\_\_  
Chairman

Approved and Authorized by Commission  
Resolution No. \_\_\_\_-1989 adopted  
December 18, 1989

Attest: \_\_\_\_\_  
Secretary-Treasurer

And By: \_\_\_\_\_  
Vice Chairman

AMERITRUST COMPANY NATIONAL  
ASSOCIATION, Trustee

(Bank Seal)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

AMERITRUST COMPANY NATIONAL ASSOCIATION, as the holder of all the Turnpike Refunding Revenue Bonds of 1984 outstanding, consents to the amendments to the Original Trust Agreement made in the above Fourth Supplemental Trust Agreement.

AMERITRUST COMPANY NATIONAL  
ASSOCIATION

Witnesses:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 19\_\_

STATE OF OHIO           )  
                              ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 1989, by Clarence D. Rogers, Jr., Chairman of the Ohio Turnpike Commission.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF OHIO           )  
                              ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 1989, by Edwin M. Bergsmark, Vice Chairman of the Ohio Turnpike Commission.

(Seal)

\_\_\_\_\_  
Notary Public



STATE OF OHIO            )  
                              ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 1989, by Charles R. Pinzone, Secretary-Treasurer of the Ohio Turnpike Commission.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF OHIO            )  
                              ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 1989, by \_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, respectively, of Ameritrust Company National Association, Cleveland, Ohio, a bank organized and existing under and by virtue of the laws of the United States of America, on behalf of that Bank.

(Seal)

\_\_\_\_\_  
Notary Public