

STATUTORY RESOLUTION NO. 21-2016

RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF THE FIRST SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT (LIBERTY INTERCHANGE PROJECT) AND CONSENT TO THE FIRST SUPPLEMENTAL LIBERTY INTERCHANGE PROJECT FUNDING AGREEMENT AND OTHER ASSOCIATED CERTIFICATES AND INSTRUMENTS

WHEREAS, the Butler County Transportation Improvement District (the “District”) issued \$41,130,000 of its Highway Improvement Bonds, Series 2007 (the “Series 2007 Bonds”) to assist in the financing of a highway improvement project known as the “Liberty Interchange Project”; and,

WHEREAS, in order to add security for Series 2007 Bonds, the Board of Trustees (the “Board”) of West Chester Township, Butler County, Ohio (the “Township”) entered into the Intergovernmental Agreement (Liberty Interchange Project) dated as of February 13, 2007 (the “Original Agreement”) between the District and the Township, pursuant to which the Township pledged to the District the “Net West Chester TIF Revenues” (as defined in the Original Agreement); and,

WHEREAS, the District has determined that it is in the best interest of all parties involved to advance refund the Series 2007 Bonds in order to achieve interest rate savings through the issuance of its Highway Improvement Refunding Bonds, Series 2016 (the “Series 2016 Bonds”); and,

WHEREAS, in order to add security for the Series 2007 Bonds, Liberty Township, Butler County, Ohio (“Liberty Township”) and the County of Butler, Ohio (the “County”) and the District entered into the Liberty Interchange Project Funding Agreement (the “Original Funding Agreement”) and, in connection with the issuance of the 2016 Bonds, such parties will enter into the First Supplemental Liberty Interchange Project Funding Agreement (the “Supplemental Funding Agreement”) whereby they confirm their respective pledges, obligations, and responsibilities set forth in the Original Funding Agreement with respect to the Series 2016 Bonds; and,

WHEREAS, the Township desires to confirm its pledge of the Net West Chester TIF Revenues set forth in the Original Agreement, as well as its other obligations and responsibilities set forth in the Original Agreement, all with respect to the Series 2016 Bonds and to authorize to the execution and delivery of the Supplemental Intergovernmental Agreement;

NOW THEREFORE BE IT RESOLVED the West Chester Township Board of Trustees hereby agrees to:

SECTION 1. Approve and authorize and direct execution and delivery of the First Supplemental Intergovernmental Agreement (Liberty Interchange Project) (the “Supplement”) between the District and the Township, substantially in the form on file with the Township, with only such changes, not materially adverse to the Township as evidenced by the execution and delivery of the Supplement by such officers.

SECTION 2. Consent and direct execution and delivery of the First Supplemental Project Funding Agreement, substantially in the form on file with the Township with only such changes, not

materially adverse to the Township as evidenced by the execution and delivery of the consent to the Supplemental Funding Agreement by such officers.


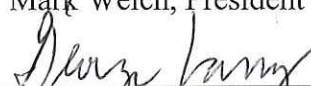
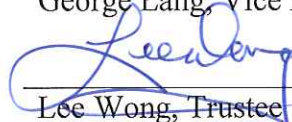
SECTION 3. Authorize the Township Administrator to make non-substantive changes to the relevant agreements or supplements with bond counsel and Law Director approval.

SECTION 4. Authorize the Township Administrator, upon approval of bond legal counsel, to provide, complete, execute, and deliver any other forms or documents required to effectuate the intent of this Resolution and the extension of the exemption.

SECTION 5. Find and determine all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board; and that all deliberations of the Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. Authorize this Resolution to take effect at the earliest date permitted by law.

Adopted this 26th day of July, 2016.

 _____ Mark Welch, President	<u>Yes</u> Yes/No
 _____ George Lang, Vice President	<u>YES</u> Yes/No
 _____ Lee Wong, Trustee	<u>Yes</u> Yes/No

ATTEST:



Bruce Jones, Fiscal Officer

APPROVED AS TO FORM:



Donald L. Crain, Law Director

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a resolution adopted on the 26th day of July, 2016, and that on July 29, 2016, I filed a certified copy of said resolution with the county auditor.


Fiscal Officer

RECEIPT

Received this day a certified copy of the foregoing resolution.

Roger Reynolds, County Auditor, County
of Butler, Ohio

Dated: _____, 2016

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a resolution adopted on the ____ day of _____, 2016, and that on _____, 2016, I filed a certified copy of said resolution with the county auditor.


Fiscal Officer

RECEIPT

Received this day a certified copy of the foregoing resolution.


Roger Reynolds, County Auditor, County
of Butler, Ohio

Dated: 7/29, 2016

**FIRST SUPPLEMENTAL
INTERGOVERNMENTAL AGREEMENT
(Liberty Interchange Project)**

by and between

WEST CHESTER TOWNSHIP,
acting through its
Board of Township Trustees,

and

THE BUTLER COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

Dated as of August 1, 2016

**FIRST SUPPLEMENTAL INTERGOVERNMENTAL AGREEMENT
(Liberty Interchange Project)**

This First Supplemental Intergovernmental Agreement (this “Supplement”) is made and entered into as of August 1, 2016 (the “Effective Date”), by and between **WEST CHESTER TOWNSHIP** (the “Township”), a body corporate and politic located in Butler County, Ohio (the “County”), acting through its Board of Township Trustees (the “Board”) pursuant to Ohio Revised Code (“ORC”) Chapters 503 and 505, and **THE BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**, a transportation improvement district and a body corporate and politic created pursuant to ORC Chapter 5540 (the “TID”) and supplements the Intergovernmental Agreement dated as of February 13, 2007 (the “Original Agreement” and, together with this Supplement, the “Agreement”) by and between the Township and the TID.

Recitals:

A. The Board of County Commissioners of the County heretofore created the TID, which is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, police 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

B. The 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; and

C. The TID has issued \$41,130,000 of its Highway Improvement Bonds, Series 2007 (the “Series 2007 Bonds”) to finance the costs of the acquisition and construction of the Liberty Interchange Project, including the payment of costs of issuance, the funding of capitalized interest and the funding of a reserve; and

D. The TID has determined that it is in the best interest of all parties involved to advance refund the Series 2007 Bonds in order to achieve interest rate savings through the issuance of its \$_____ Highway Improvement Refunding Bonds, Series 2016 (the “Series 2016 Bonds”); and

E. The Township has pledged the Net West Chester TIF Revenues to the TID pursuant to the Original Funding Agreement as security for the Series 2007 Bonds so long as the Township’s payment obligation does not exceed the Township’s Share, as defined in the Original Agreement, and the Township desires to confirm its pledge of the Net West Chester TIF Revenues to the TID as security for the Series 2016 Bonds; and

F. Liberty Township, a body corporate and politic located in Butler County, Ohio, the County and the TID have entered into a Liberty Interchange Project Funding Agreement (the

“Original Funding Agreement”) pursuant to which Liberty Township and the County have each agreed to fund a portion of the cost of the Liberty Interchange Project as set forth on Exhibit B to the Original Funding Agreement, but only from the sources set forth in the Original Funding Agreement (the “Other Sponsors’ Pledged Sources”); and

G. Liberty Township and the County of Butler, Ohio have both consented to the execution and delivery of this Supplement and separately confirmed their respective pledges, as such pledges are described herein; and

H. As a result of the issuance of the Series 2016 Bonds and the refunding of all of the Series 2007 Bonds, no Series 2007 Bonds will be outstanding at the effective date of this Supplement; accordingly, the consent of XL Capital Ltd. for this Supplement is not required;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Supplement, the Board and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Supplement, as follows:

ARTICLE I

Definitions; Construction

SECTION 1.01. Definitions. As used in this Supplement, all words or phrases with initial capitalization where normal rules of grammar would not require initial capitalization shall have the meanings set forth in the Original Agreement.

SECTION 1.02. References to Parties. Any reference in the Agreement to the Board 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 the 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 the Board or the TID under the Agreement.

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

SECTION 1.05. Number and Gender. All terms and words used in this Supplement, 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 Supplement 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 Supplement 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 Supplement, 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 Supplement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Supplement, including any exhibit hereto, this Supplement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Supplement.

SECTION 1.08. Severability. Whenever possible, each provision of this Supplement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Supplement 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 Supplement.

ARTICLE II

Consent

SECTION 2.01. Consent of West Chester Township. West Chester Township hereby consents to the issuance of the Series 2016 Bonds for the purpose of refunding the Series 2007 Bonds.

ARTICLE III

Confirmation of Pledge

SECTION 3.01. General Agreement Regarding Funding. The Parties acknowledge and agree as follows:

(a) The Board hereby acknowledges its pledge, obligation and responsibility made in the Original Agreement and confirms such pledge, obligations and responsibilities as they apply to the Series 2016 Bonds and all provisions (other than Section 4.01 relating to notice addresses) of the Original Agreement, as supplemented by this Supplement, shall apply to the Series 2016 Bonds.

(b) The TID confirms its obligations and responsibilities made in the Original Agreement and confirms such obligations and responsibilities as they apply to the Series

2016 Bonds and all provisions (other than Section 4.01 relating to notice addresses) of the Original Agreement, as supplemented by this Supplement, shall apply to the Series 2016 Bonds.

(c) The provisions of this Supplement may not be altered or amended without the express written consent of the parties hereto and Liberty Township and the County.

ARTICLE IV

Amendments

SECTION 4.01. Amendment of Section 5.02(b) of the Original Agreement. Section 5.02(b) of the Original Agreement is hereby amended by deleting it in its entirety and by substitution in lieu thereof the following:

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

The Butler County Transportation Improvement District
Attn: Director
1921 Fairgrove Avenue
Hamilton, Ohio 45011
Facsimile: (513) 785-3444

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

Board of Township Trustees, West Chester Township
Attn: Judith Boyko, West Chester Township Administrator
9113 Cincinnati-Dayton Road
West Chester, Ohio 45069
Facsimile: (513) 779-9369

ARTICLE V

Miscellaneous

SECTION 5.01. Governing Law; Jurisdiction and Venue. This Supplement 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 Supplement may be brought against the other Party only in the Butler County, Ohio, Court of Common Pleas; and each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts), waives any objection to venue laid therein.

SECTION 5.02. Entire Agreement. This Supplement (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

supplemented by the Original Agreement, 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 Supplement.

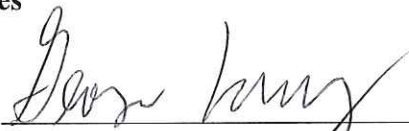
SECTION 5.03. Binding Effect. This Supplement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions out assignment set forth herein, their respective administrators, successors, and assigns.

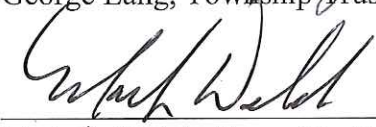
SECTION 5.04. Counterparts; Facsimile Signatures. This Supplement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Supplement to produce or account for 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 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, all as of the Effective Date.

Board:

**WEST CHESTER TOWNSHIP, acting
by and through its Board of Township
Trustees**

By: 
George Lang, Township Trustee

By: 
Mark Welch, Township Trustee

By: 
Lee Wong, Township Trustee

TID:

**THE BUTLER COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

By: _____

Name: _____

Title: Chair or Vice-Chair

IN WITNESS WHEREOF, this 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, all as of the Effective Date.

Board:

WEST CHESTER TOWNSHIP, acting
by and through its Board of Township
Trustees

By: _____
George Lang, Township Trustee

By: _____
Mark C. Welch, Township Trustee

By: _____
Lee Wong, Township Trustee

TID:

THE BUTLER COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT

By: James L. Blount

Name: James L. Blount

Title: Chair or Vice-Chair

LIBERTY TOWNSHIP, Butler County, Ohio, hereby consents to this First Supplemental Intergovernmental Agreement:

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

The COUNTY OF BUTLER, OHIO, hereby consents to this First Supplemental Intergovernmental Agreement:


COUNTY OF BUTLER, OHIO

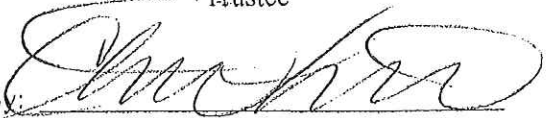
By: _____
County Commissioner


By: _____
County Commissioner

By: _____
County Commissioner

LIBERTY TOWNSHIP, Butler County, Ohio, hereby consents to this First Supplemental Intergovernmental Agreement:

By:  _____
Trustee

By:  _____
Trustee

By:  _____
Trustee

The COUNTY OF BUTLER, OHIO, hereby consents to this First Supplemental Intergovernmental Agreement:

COUNTY OF BUTLER, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

LIBERTY TOWNSHIP, Butler County, Ohio, hereby consents to this First Supplemental Intergovernmental Agreement:

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

The COUNTY OF BUTLER, OHIO, hereby consents to this First Supplemental Intergovernmental Agreement:

COUNTY OF BUTLER, OHIO


By: Cindy Carpent
County Commissioner

By: [Signature]
County Commissioner

By: [Signature]
County Commissioner

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of West Chester Township, Butler County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Board of Township Trustees of West Chester Township for the year 2016 under the foregoing First Supplemental Intergovernmental Agreement have been lawfully appropriated and are in the treasury of West Chester Township or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.



Bruce Jones, Fiscal Officer, West Chester
Township

Dated: July 29, 2016

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of The Butler County Transportation Improvement District, hereby certifies that the moneys required (if any) to meet the obligations of The Butler County Transportation Improvement District for the year 2016 under the foregoing First Supplemental Intergovernmental Agreement have been lawfully appropriated and are in the treasury of The Butler County Transportation Improvement District or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Gregory J. Wilkens
Gregory J. Wilkens, Fiscal Officer, The
Butler County Transportation Improvement
District

Dated: August 10, 2016

#10381134v8

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of The Butler County Transportation Improvement District, hereby certifies that the moneys required (if any) to meet the obligations of The Butler County Transportation Improvement District for the year 2016 under the foregoing First Supplemental Intergovernmental Agreement have been lawfully appropriated and are in the treasury of The Butler County Transportation Improvement District or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Gregory J. Wilkens, Fiscal Officer, The
Butler County Transportation Improvement
District

Dated: _____, 2016

10381134v7

**FIRST SUPPLEMENTAL
LIBERTY INTERCHANGE PROJECT
FUNDING AGREEMENT**

By and Among

COUNTY OF BUTLER, OHIO,

LIBERTY TOWNSHIP,
acting through its
Board of Township Trustees,

And

THE BUTLER COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT

Dated as of August 1, 2016

FIRST SUPPLEMENTAL LIBERTY INTERCHANGE PROJECT FUNDING AGREEMENT

This First Supplemental Liberty Interchange Project Funding Agreement (this "Supplement") is made and entered into as of August 1, 2016 (the "Effective Date"), by and among LIBERTY TOWNSHIP ("Liberty Township"), a body corporate and politic located in Butler County, Ohio, acting through its Board of Township Trustees (the "Board") pursuant to Ohio Revised Code ("ORC") Chapters 503 and 505, the COUNTY OF BUTLER, OHIO (the "County"), a body corporate and politic pursuant to ORC Chapter 305 and the BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body corporate and politic created pursuant to ORC Chapter 5540 (the "TID") and supplements the Liberty Interchange Project Funding Agreement dated as of February 13, 2007 (the "Original Agreement" and, together with this Supplement, the "Agreement") by and among Liberty Township, the County and the TID.

Recitals:

A. The Board of County Commissioners of the County (the "Board of County Commissioners") heretofore created the TID, which is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, police 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

B. The 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; and

C. The TID has issued \$41,130,000 of its Highway Improvement Bonds, Series 2007 (the "Series 2007 Bonds") to finance the costs of the acquisition and construction of the Liberty Interchange Project, including the payment of costs of issuance, the funding of capitalized interest and the funding of a reserve; and

D. The TID has determined that it is in the best interest of all parties involved to advance refund the Series 2007 Bonds in order to achieve interest rate savings through the issuance of its \$_____ Highway Improvement Refunding Bonds, Series 2016 (the "Series 2016 Bonds"); and

E. Liberty Township has pledged the Net RID Revenues and JEDD Revenues to the TID pursuant to the Original Agreement as security for the Series 2007 Bonds and desires to confirm its pledge of the Net RID Revenues and JEDD Revenues to the TID as security for the Series 2016 Bonds; and

F. Pursuant to ORC 5540.02(F) and 5709.81, the County has pledged the Net TIF Revenues and one-quarter of its Non-Tax Revenues to the TID pursuant to the Original

Agreement as security for the Series 2007 Bonds and desires to confirm its pledge of the Net TIF Revenues and one-quarter of its Non-Tax Revenues to the TID as security for the Series 2016 Bonds; and

G. West Chester Township, a body corporate and politic located in Butler County, Ohio (“West Chester Township”) has consented to the execution and delivery of this Supplement and confirmed its pledge by separate agreement; and

H. As a result of the issuance of the Series 2016 Bonds and the refunding of all of the Series 2007 Bonds, no Series 2007 Bonds will be outstanding at the effective date of this Supplement; accordingly, the consent of XL Capital Ltd. for this Supplement is not required;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Supplement, the Board, the County and the TID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Supplement, as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

SECTION 1.01. Definitions. As used in this Supplement, all words or phrases with initial capitalization where normal rules of grammar would not require initial capitalization shall have the meanings set forth in the Original Agreement.

SECTION 1.02. References to Parties. Any reference in the Agreement to the Board, the County or the TID or to any officers of the Board, the County 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 the 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 the Board, the County or the TID under the Agreement.

SECTION 1.04. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in the Agreement refer to this Agreement; and, unless otherwise indicated, references in the Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of the 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 the 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 the 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 the 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 the Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of the Agreement, including any exhibit hereto, the Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 1.08. Severability. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of the 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 the Agreement.

ARTICLE II

CONSENT

SECTION 2.01. Consent of County. The County hereby consents to the issuance of the Series 2016 Bonds for the purpose of refunding the Series 2007 Bonds.

SECTION 2.02. Consent of Liberty Township. Liberty Township hereby consents to the issuance of the Series 2016 Bonds for the purpose of refunding the Series 2007 Bonds.

ARTICLE III

CONFIRMATION OF PLEDGES

SECTION 3.01. Confirmation of Pledges, Obligations and Responsibilities.

(a) The County hereby acknowledges its pledges, obligations and responsibilities made in the Original Agreement and confirms such pledges, obligations and responsibilities as they apply to the Series 2016 Bonds and all provisions (other than Section 5.02 relating to notice addresses) of the Original Agreement, as supplemented by this Supplement, shall apply to the Series 2016 Bonds.

(b) Liberty Township hereby acknowledges its pledges, obligations and responsibilities made in the Original Agreement and confirms such pledges, obligations

and responsibilities as they apply to the Series 2016 Bonds and all provisions (other than Section 5.02 relating to notice addresses) of the Original Agreement, as supplemented by this Supplement, shall apply to the Series 2016 Bonds.

(c) The County is obligated to make payments under the Agreement only from Net TIF Revenues and, subject to the provisions of Section 2.02 of the Original Agreement, from one-quarter (1/4) of its Non-Tax Revenues, Liberty Township is obligated to make payments under the Agreement only from Net RID Revenues and, subject to the provisions of Section 2.02 of the Original Agreement, from JEDD Revenues.

(d) The provisions of this Supplement may not be altered or amended without the express written consent of all of the parties hereto and West Chester Township.

ARTICLE IV

AMENDMENTS

SECTION 4.01. Amendment of Sections 5.02(b), (c) and (d) of the Original Agreement. Sections 5.02(b), (c) and (d) of the Original Agreement are hereby amended by deleting them in their entireties and by substitution in lieu thereof the following:

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

The Butler County Transportation Improvement District
Attn: Director
1921 Fairgrove Avenue
Hamilton, Ohio 45011
Facsimile: (513) 785-3444

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

Board of Township Trustee, Liberty Township, Ohio
Attn: Liberty Township Administrator
7162 Liberty Centre Drive, Suite A
Liberty Township, Ohio 45069
Facsimile: (513) 759-7501

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

County of Butler, Ohio
Attn: Butler County Administrator
Government Services Center
315 High Street, 6th Floor

Hamilton, Ohio 45011
Facsimile: (513) 887-3505

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Governing Law; Jurisdiction and Venue. This Supplement 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 Supplement may be brought against the other Party only in the Butler County, Ohio, Court of Common Pleas; 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 5.02. Entire Agreement. This Supplement (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 supplements the Original Agreement, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by the written Original Agreement, as supplemented by this Supplement. 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 Supplement.

SECTION 5.03. Binding Effect. This Supplement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

SECTION 5.04. Counterparts; Facsimile Signatures. This Supplement 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 Supplement 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 First Supplemental Liberty Interchange Project Funding Agreement has been duly executed and delivered for, in the name of, and on behalf of the Board, the TID and the County by their duly authorized officers, all as of the Effective Date.

Board:
LIBERTY TOWNSHIP, acting by and through its Board of Township Trustees

By: _____
Tom Farrell, Township Trustee

By: _____
Christine Matacic, Township Trustee

By: _____
Steve Schramm, Township Trustee

TID:
THE BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: Chair or Vice-Chair

County:
COUNTY OF BUTLER, OHIO


By: _____
County Commissioner


By: _____
County Commissioner

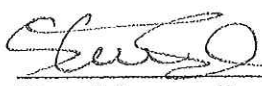
By: _____
County Commissioner

IN WITNESS WHEREOF, this First Supplemental Liberty Interchange Project Funding Agreement has been duly executed and delivered for, in the name of, and on behalf of the Board, the TID and the County by their duly authorized officers, all as of the Effective Date.

Board:
LIBERTY TOWNSHIP, acting by and through its Board of Township Trustees

By: 
Tom Farrell, Township Trustee

By: 
Christine Matacic, Township Trustee

By: 
Steve Schramm, Township Trustee

TID:
THE BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: Chair or Vice-Chair

County:
COUNTY OF BUTLER, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

IN WITNESS WHEREOF, this First Supplemental Liberty Interchange Project Funding Agreement has been duly executed and delivered for, in the name of, and on behalf of the Board, the TID and the County by their duly authorized officers, all as of the Effective Date.

Board:
LIBERTY TOWNSHIP, acting by and through its Board of Township Trustees

By: _____
Tom Farrell, Township Trustee

By: _____
Christine Matacic, Township Trustee

By: _____
Steve Schramm, Township Trustee

TID:
THE BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By: James L. Blount
Name: James L. Blount
Title: Chair or Vice-Chair

County:
COUNTY OF BUTLER, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

IN WITNESS WHEREOF, this First Supplemental Liberty Interchange Project Funding Agreement has been duly executed and delivered for, in the name of, and on behalf of the Board, the TID and the County by their duly authorized officers, all as of the Effective Date.

Board:
LIBERTY TOWNSHIP, acting by and through its Board of Township Trustees

By: _____
Tom Farrell, Township Trustee

By: _____
Christine Matacic, Township Trustee

By: _____
Steve Schramm, Township Trustee

TID:
THE BUTLER COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: Chair or Vice-Chair

County:
COUNTY OF BUTLER, OHIO

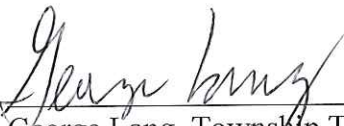
By: Cindy Carpenter
County Commissioner

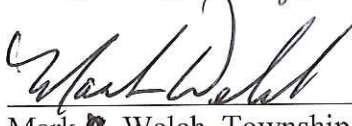
By: [Signature]
County Commissioner

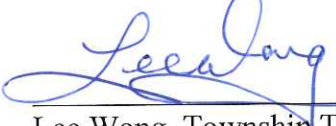
By: [Signature]
County Commissioner

WEST CHESTER TOWNSHIP, acting by and through its Board of Township Trustees, hereby consents to this First Supplemental Liberty Interchange Project Funding Agreement:

**WEST CHESTER TOWNSHIP, acting
by and through its Board of Township
Trustees**

By: 
George Lang, Township Trustee

By: 
Mark ~~W~~. Welch, Township Trustee

By: 
Lee Wong, Township Trustee

FISCAL OFFICER'S CERTIFICATE

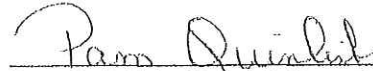
The undersigned, the fiscal officer of Liberty Township, Butler County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Board of Township Trustees of Liberty Township for the year 2016 under the foregoing First Supplemental Liberty Interchange Project Funding Agreement have been lawfully appropriated and are in the treasury of Liberty Township or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Pam Quinlisk, Fiscal Officer, Liberty
Township

Dated: _____, 2016

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of Liberty Township, Butler County, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Board of Township Trustees of Liberty Township for the year 2016 under the foregoing First Supplemental Liberty Interchange Project Funding Agreement have been lawfully appropriated and are in the treasury of Liberty Township or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.



Pam Quinlisk, Fiscal Officer, Liberty
Township

Dated: Aug 15, 2016

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of The Butler County Transportation Improvement District, hereby certifies that the moneys required (if any) to meet the obligations of The Butler County Transportation Improvement District for the year 2016 under the foregoing First Supplemental Liberty Interchange Project Funding Agreement have been lawfully appropriated and are in the treasury of The Butler County Transportation Improvement District or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Gregory J. Wilkens, Fiscal Officer, The
Butler County Transportation Improvement
District

Dated: _____, 2016

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of The Butler County Transportation Improvement District, hereby certifies that the moneys required (if any) to meet the obligations of The Butler County Transportation Improvement District for the year 2016 under the foregoing First Supplemental Liberty Interchange Project Funding Agreement have been lawfully appropriated and are in the treasury of The Butler County Transportation Improvement District or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.

Gregory J. Wilkens
Gregory J. Wilkens, Fiscal Officer, The
Butler County Transportation Improvement
District

Dated: August 10, 2016

FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of the County of Butler, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Board of County Commissioners of the County of Butler for the year 2016 under the foregoing First Supplemental Liberty Interchange Project Funding Agreement have been lawfully appropriated and are in the treasury of the County of Butler or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.


Roger Reynolds, Fiscal Officer, County of
Butler, Ohio

Dated: _____, 2016

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FISCAL OFFICER'S CERTIFICATE

The undersigned, the fiscal officer of the County of Butler, Ohio, hereby certifies that the moneys required (if any) to meet the obligations of the Board of County Commissioners of the County of Butler for the year 2016 under the foregoing First Supplemental Liberty Interchange Project Funding Agreement have been lawfully appropriated and are in the treasury of the County of Butler or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Certificate is given in compliance with ORC § 5705.41.



Roger Reynolds, Fiscal Officer, County of
Butler, Ohio

Dated: 8/9, 2016

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