

**AMENDMENT NUMBER ONE
TO THE
PORT AUTHORITY CONSOLIDATION
AND JOINDER AGREEMENT**

BY AND AMONG

CITY OF COLUMBUS, OHIO,

COUNTY OF FRANKLIN, OHIO, AND

COLUMBUS REGIONAL AIRPORT AUTHORITY

EFFECTIVE ON [INSERT DATE]

**AMENDMENT NUMBER ONE
TO THE PORT AUTHORITY CONSOLIDATION
AND JOINDER AGREEMENT**

This AMENDMENT NUMBER ONE TO THE PORT AUTHORITY CONSOLIDATION AND JOINDER AGREEMENT (the "*Amendment #1*") is made and entered into this _____ day of _____, by and among the CITY OF COLUMBUS, OHIO (the "*City*"), a municipal corporation duly organized and validly existing under the Constitution, the laws of the State of Ohio (the "*State*") and its Charter, the COLUMBUS REGIONAL AIRPORT AUTHORITY (the "*Authority*"), a port authority duly organized and validly existing under the Constitution and the laws of the State, and the COUNTY OF FRANKLIN, OHIO (the "*County*" and collectively referred to herein with the City and the Authority as the "*Parties*" and each individually as a "*Party*"), a county and political subdivision duly organized and validly existing under the Constitution and the laws of the State, under the circumstances summarized in the following recitals.

RECITALS:

WHEREAS, on December 12, 2002 the Parties entered into a Port Authority Consolidation and Joinder Agreement (the "*Agreement*") by which the Rickenbacker Port Authority, created by the County pursuant to Ohio Revised Code Chapter 4582, was dissolved and the County joined with the City to form the Columbus Regional Airport Authority for the operation of Port Columbus Airport, Rickenbacker Airport and Bolton Field Airport; and

WHEREAS, pursuant to Article VII of the Agreement the County agreed to provide an annual County Subsidy Payment of \$4,338,300 to the Authority to facilitate the operations of the Rickenbacker Airport for ten years by making ten annual payments on February 1 in each of the years 2003 through 2012 inclusive; and

WHEREAS, the County has made the County Subsidy Payments for 2003 through 2011 inclusive but has requested that the Authority accept the tenth County Subsidy Payment in two equal installments of \$2,169,150 with respective due dates of February 1, 2012 and February 1, 2013; and

WHEREAS, the City has reviewed the terms of this Amendment #1 and, pursuant to Ordinance No. _____, passed on _____, determined to accept the terms of this Amendment #1 and authorized the appropriate officer of the City to execute and deliver this Amendment #1; and

WHEREAS, the County has reviewed the terms of this Amendment #1 and, pursuant to Resolution No. _____, adopted on _____, determined to accept the terms of this Amendment #1 and authorized the appropriate officers of the County to execute and deliver this Amendment #1; and

WHEREAS, the Authority has reviewed the terms of this Amendment #1 and, pursuant to Resolution No. -----, adopted on -----, determined to accept the County's request and authorized the appropriate officers of the Authority to execute and deliver this Amendment #1;

NOW, THEREFORE, in consideration of the foregoing recitals, and of their mutual promises contained herein, and intending to be legally bound thereby, the Parties agree to amend the Agreement as follows:

(End of Recitals)

ARTICLE VII

FINANCIAL ASSISTANCE

Section 7.02 County Subsidy Payments to the Authority. The County agrees to make annual subsidy payments to the Authority on February 1 in each of the years 2003 through 2011,

inclusive, in the amount of \$4,338,300. Additionally, the County agrees to make annual subsidy payments to the Authority on February 1 in each of the years 2012 and 2013 in the amount of \$2,169,150. (Each payment, regardless of amount, is referred to throughout as a “*County Subsidy Payment*”.) Each County Subsidy Payment shall be made in immediately available funds and shall be transmitted to the Authority in a manner which is mutually agreed upon by the County and the Authority.

The Parties further agree that to the extent any subsidy payments are made by the County to the RPA subsequent to January 1, 2003 but prior to the Effective Date in accordance with Section 14.01 (herein referred to as a “*Subsequent RPA Subsidy Payment*”), the amount of the County Subsidy Payment to be paid in 2003 shall be reduced by the amount of any Subsequent RPA Subsidy Payment.

The County agrees that its obligation to make each County Subsidy Payment is a continuing contract and the County shall include the amount payable in each fiscal year in the County’s annual appropriation measure for that fiscal year as a fixed charge. The County agrees that its obligation to make each County Subsidy Payment is binding upon it, and upon each officer or employee thereof as may have from time to time the authority under law to take any action on behalf of the County which may be necessary to perform all or any part of that obligation, as a duty of the County and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01, Ohio Revised Code, providing for enforcement by writ of mandamus.

All other terms and conditions of the Agreement shall remain in full force and effect.

(Signature Pages Follow)

IN WITNESS WHEREOF, the City, the Authority and the County have caused this Amendment #1 to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF COLUMBUS, OHIO

By: _____

Printed: Michael Coleman

Title: Mayor

Approved as to Form:

By: _____

Printed: Richard C. Pfeiffer, Jr.

Title: City Attorney

IN WITNESS WHEREOF, the City, the Authority and the County have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

COLUMBUS REGIONAL AIRPORT AUTHORITY

By: _____

Printed: Dwight E. Smith

Title: Chairman, Board of Directors

By: _____

Printed: Elaine Roberts

Title: Secretary, Board of Directors and
President & CEO

IN WITNESS WHEREOF, the City, the Authority and the County have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

COUNTY OF FRANKLIN, OHIO

By: _____

Printed: Marilyn Brown

Title: County Commissioner

By: _____

Printed: Paula Brooks

Title: County Commissioner

By: _____

Printed: John O'Grady

Title: County Commissioner

Approved as to Form:

By: Ron O'Brien by [Signature]

Printed: Ron O' Brien

Title: County Prosecutor

