

**EXCERPT FROM OHIO TURNPIKE COMMISSION MASTER TRUST AGREEMENT DATED  
FEBRUARY 15, 1994**

Section 5.03. Other Covenants. The Commission covenants that:

(a) it will operate and maintain the System in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and modifications or alterations of the System, including changes in design, alignment or location as may be approved by the Commission, shall not substantially increase the cost of operating the System or substantially affect adversely the volume or character of the traffic using the System; and

(b) (i) it will establish and enforce reasonable rules and regulations governing the use and the operation of the System, (ii) all compensation, salaries, fees and wages paid by it in connection with the maintenance, repair and operation of the System will be reasonable, (iii) no more persons will be employed by it than are necessary, (iv) it will maintain and operate the System in an efficient and economical manner, (v) from the revenues of the System it will at all times maintain the System in good repair and in sound operating condition and will make all necessary repairs, renewals, improvements and replacements, and (vi) it will comply with all valid applicable acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System or the Commission.

Section 5.04. Consulting Engineers. The Commission covenants that it will, for the purpose of performing and carrying out the duties imposed on the Consulting Engineers by the Trust Agreement, employ an independent engineer or engineering firm or corporation having a nationwide and favorable repute for skill and experience in such work.

Section 5.05. Insurance. The Commission covenants that:

(a) During the construction, reconstruction or improvement of any part of the System it will carry such property insurance, if any, as shall be determined by the Commission.

(b) This subsection (b) applies to any bridge constituting part of the System the cost of construction, reconstruction or improvement of which or any part of which exceeds \$1,000,000, from and after the time when any contractors engaged in reconstructing or improving any part of which shall cease to be responsible pursuant to the provisions of the respective contracts with those contractors for loss or damage to that bridge or such part occurring from any cause. The Commission will insure and at all times keep that bridge or such part insured, in a responsible insurance company or companies authorized and qualified under the laws of the State to assume the risk, against physical loss or damage however caused, with such exceptions as are ordinarily required by insurers of structures or facilities of similar type, in an amount not less than 80% of the replacement value of that bridge or such part, less depreciation, as certified by the Consulting Engineers in writing filed with the Commission and with the Trustee. However: (i) the amount of that insurance shall in any case at all times be sufficient to comply with any legal or contractual requirement which, if broken, would result in assumption by the Commission of a portion of any loss or damage as a co-insurer; (ii) such insurance may provide for the deduction from each claim for loss or damage (except in the case of a total loss) of not more than