

OUTLINE FOR THE EXECUTION OF SUBLEASE/BOND DOCUMENTS
CONTINUED

EXHIBIT C: FORM OF LESSEE RESOLUTION

Exhibit 1, resolution. This exhibit (or a similar County form) is required to be completed and attached to Exhibit B: Form of Lessee Certificate.

EXHIBIT D: FORM OF LESSEE OPINION

This Exhibit (or a similar form on the County Prosecutor's letterhead) is to be completed by the County Prosecutor.

1. Page 1, blank lines. Enter the date this exhibit was executed on the first blank line, enter the same date as entered on Exhibit A:1 above on the second blank line, and enter the same date as entered on Exhibit B:2 above on the third blank line.
2. Page 2, blank line. To be signed the County Prosecutor where indicated.

OUTLINE FOR THE EXECUTION OF SUBLEASE/BOND DOCUMENTSPRELIMINARY

Make three (3) copies of the enclosed document. These four (4) sets will now become your originals.

EXHIBIT A: FORM OF SUBLEASE

1. AMENDMENT TO AGREEMENT OF SUBLEASE

- A. Page 1, date. The month in which the commissioners executed the resolution approving the acceptance of this document (Exhibit C) is required to be entered on the blank line on this page.
- B. Page 2, signatures. The County Commissioners are required to sign where indicated in front of two (2) County witnesses, not necessarily Notary Publics. The witnesses are required to sign on the lines provided.
- C. Page 3, Certificate of Auditor. The County Auditor is required to sign and date where indicated.
- D. Page 4, Acknowledgments. A Notary Public is required to notarize the County Commissioner's signatures.
- E. Page 5, Request, Acceptance and Consent. No County action required on this page.

EXHIBIT B: FORM OF LESSEE CERTIFICATE

- 1. Paragraph 2, Signatures. The indicated County officials are required to sign where indicated
- 2. Paragraph 3 Dates. Enter the date the County Commissioners met to authorize the execution of this document on the first blank line, then enter the same date as entered on Exhibit A:1 A above on the second blank line.
- 3. Paragraph 5, "Sunshine Law" date. Enter the date the County Commissioners adopted rules pursuant to O.R.C. 121.22
- 4. Paragraph 6 Signatures and dates. The indicated County Officials are required to sign and date as shown.

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STATE OF OHIO
(OHIO BUILDING AUTHORITY)
ADULT CORRECTIONAL BUILDING FUND

AMENDED LOCAL PROJECT DOCUMENTS

SUMMIT COUNTY COMMUNITY BASED CORRECTIONAL FACILITY

PROJECT NO. 95-FJ-J02-0084C

Four copies of the following documents should be executed and returned:

Exhibit A - Form of Fourth Amendment to Sublease

- Fourth Amendment to Agreement of Sublease
- Certificate of County Fiscal Officer
- Request, Acceptance and Consent

Exhibit B - Form of Lessee Certificate

Exhibit C - Form of Lessee Ordinance

Exhibit D - Form of Lessee Opinion

NOTE: If all of the signatory names are correct, as listed on the above Exhibits, please make the necessary number of copies for execution. An original copy of all the documents will be provided to the County, the Department of Rehabilitation and Correction and the Ohio Building Authority.

A REVISED Order for Disbursement Form will be attached to the executed copy of the Amended Sublease Agreement. This form will replace the previous version and should be retained by you, copied, and submitted with each request for payment to the Department of Rehabilitation and Correction.

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EXHIBIT A

FORM OF FOURTH AMENDMENT TO SUBLEASE

FOURTH AMENDMENT

to

AGREEMENT OF SUBLEASE

between

DEPARTMENT OF REHABILITATION AND CORRECTION

and

COUNTY OF SUMMIT, OHIO

(Adult Correctional Building Fund Projects)

THIS FOURTH AMENDMENT TO AGREEMENT OF SUBLEASE, made as of the first day of _____, 200_, between the DEPARTMENT OF REHABILITATION AND CORRECTION (the "Department"), duly created and existing under and by virtue of Chapter 121 of the Ohio Revised Code as an administrative department of the State of Ohio (the "State") and the COUNTY OF SUMMIT, OHIO (the "Agency"), a county and political subdivision of the State duly created and existing under the laws of the State;

WITNESSETH:

WHEREAS, the Ohio Building Authority (the "Authority"), a body both corporate and politic of the State, duly created and existing under and by virtue of Chapter 152 of the Ohio Revised Code, and the Department have heretofore entered into an Agreement of Lease dated as of June 1, 1991 (the "Original Lease" and as supplemented and amended from time to time, the "Lease"), under which subleases are provided for and contemplated for the purposes therein provided, and pursuant thereto and in accordance therewith the Department and the Agency entered into an Agreement of Sublease dated as of August 1, 1995 (the "Original Sublease"), as amended by the First Amendment to Agreement of Sublease dated as of December 1, 1996, the Second Amendment to Agreement of Sublease dated as of April 1, 2000, and the Third Amendment to Agreement of Sublease dated as of December 1, 2000 (collectively, the "Sublease"); and

WHEREAS, pursuant to Guidelines issued by the Ohio Department of Commerce with respect to the application of Ohio's prevailing wage law (Ohio Revised Code Chapter 4115), the Department wishes to amend Section 2.05 and Section 2.09 of the Original Sublease; and

WHEREAS, the Department wishes to amend Section 3.05, Section 3.07, Section 5.03 and Section 6.08 of the Original Sublease to conform such provisions to the current form thereof presently in use by the Department; and

WHEREAS, the Department has revised the designated amount of Project costs for the Project, as described in Exhibit A to the Sublease, to be paid for or reimbursed from the Adult Correctional Building Fund (the "Aggregate Amount") as listed in Exhibit B to the Sublease; and

WHEREAS, the Department and the Agency, upon written consent of the Authority, have reserved the right to modify or amend the Sublease;

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Amendment of Sublease. It is hereby determined to be necessary to amend Sections 2.05, 2.09, 3.05, 3.07, 5.03 and 6.08 of the Original Sublease and Exhibit B of the Sublease as follows:

- (a) Section 2.05 of the Original Sublease is amended to read in its entirety as follows:

"Section 2.05 Payment of Prevailing Wage Rate. The Agency shall pay, and shall require all contractors or subcontractors for the Project to pay, the mechanics, laborers or workers engaged in the construction of any portion of the Capital Facilities, as defined in Section 4115.03 of the Ohio Revised Code, the prevailing rate of wages as prescribed in Section 4115.04 of the Ohio Revised Code. Nothing in this Section shall affect the wages and salaries established for full-time State or Agency employees who have completed their probationary periods in the classified service of the State or the Agency under the provisions of Section 4115.03(B) of the Ohio Revised Code, or collective bargaining agreements entered into by the State or the Agency pursuant to Chapter 4117 of the Ohio Revised Code, while engaged on force account work, nor shall this Section interfere with the use of inmate and patient labor by the State."

- (b) Section 2.09 of the Original Sublease is amended to read in its entirety as follows:

"Section 2.09 Payment or Reimbursement from Adult Correctional Building Fund. The Department will authorize the release of funds from the Adult Correctional Building Fund to the Agency to pay or to reimburse the Agency for Project costs incurred for and in connection with the Project described in Exhibit A; provided, however, that the Department shall not permit the payment or reimbursement of moneys for any Project cost in excess of any limit of the Project costs for the Project established by the General Assembly or the Department to be paid for or reimbursed from the Adult Correctional Building Fund (the "Aggregate Amount"). The Aggregate Amount is listed on Exhibit B attached hereto. Each requisition shall be made only upon receipt and written approval by the Department of a written order for such payment in a form signed by an authorized officer or representative of the Agency, and authorized officer or representative of the Project Architect, and an authorized representative of the Department, which shall specify the Project costs to be paid or reimbursed, the amount thereof, and contain a certification (i) that none of the items for which the payment of reimbursement is proposed to be made has

formed the basis for any payment or reimbursement heretofore made from the Adult Correctional Building Fund. (ii) that each item for which payment or reimbursement is made or is proposed to be made is or was permitted to be made from the Adult Correctional Building Fund, (iii) that the payment or reimbursement is being made with regard to a Project as to which the Authority has obtained, or as a result of the payment or reimbursement will obtain, an interest in such Project, (iv) stating the total Project costs authorized by the General Assembly and the applicable State agencies for the Project relating to the account(s) from which money will be disbursed. (v) stating the total expenditures for Project costs to date, including the Project costs requested to be paid or reimbursed by such requisition, from those account(s). (vi) that the construction or renovation of the Project has been reviewed by the Department, (vii) that the prevailing rate of wages as prescribed in Section 4115 of the Ohio Revised Code has been paid to the mechanics, laborers or workers engaged in any portion of the Capital Facility as provided in Section 2.05 hereof, (viii) that the Agency is duly organized or created and has obtained all necessary permits and authorizations of federal, state and local governmental agencies required in connection with the construction and/or renovation of the Project to the date of the order of payment and (ix) unless such a requirement is waived in writing by an authorized representative of the Department, the funds of the Agency have been, or are currently being, expended for the Project costs for which such payment is to be made in an amount bearing the same proportion to such costs as the Agency's share of the total estimated costs of such Project bears to the total estimated costs of such Project."

- (c) Section 3.05 of the Original Sublease is amended to read in its entirety as follows:

"Section 3.05 Equipment and Furnishings. With the prior written approval of the Department, the Agency may from time to time substitute furnishings, equipment and related property for any Capital Facilities in connection with the Project, provided that such substitution shall not impair the character of the Project as a Capital Facility. Any such substituted property shall become part of the Project for purposes of this Sublease, and the replaced Capital Facilities shall become the property of the Agency. With the prior written approval of the Department, the Agency shall also have the privilege of removing any Capital Facilities, without substitution therefor; provided that the removal of such Capital Facilities will not impair the character of the Project as a Capital Facility or adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

In addition to the Capital Facilities the cost of which is included in the Project costs, the Agency, subject to laws applicable to it, may from time to time, in its sole discretion and at its sole expense, other than from the Adult Correctional Building

Fund, install additional movable personal property in or on the Project site, in which property the Department and the Authority shall have no interest, and which may be modified or removed at any time by the Agency at its sole discretion.”

- (d) Section 3.07 of the Original Sublease is amended to read in its entirety as follows:

“Section 3.07 Easements and Other Use. With the prior written approval of the Department, the Agency shall have the right and privilege to grant, or cause to be granted, such subleases and easements with respect to the Project as it may under law grant or cause to be granted with respect to other similar property under its control, and may permit such uses by others of the Project as it may permit under law with respect to any such other similar property; all subject to this Sublease. No sublease or easement permitted hereunder shall be to any person or for any use which will cause the interest on any Obligations to be included in gross income for purposes of federal income taxation. No sublease or easement permitted by this Section shall relieve the Agency of its obligations to keep and perform all covenants on its part to be kept and performed under this Sublease. Provided, however, if the Agency shall at any time determine not to use the Project for the purpose for which it was constructed or renovated, the Agency shall notify the Department in writing of such determination at least 120 days prior to the date such use of the Project is to terminate (the "Lessor Use"). Unless waived in writing by the Department, the Agency shall grant the right to the Department to use the Project for such purpose on terms reasonably acceptable to the Department and the Agency on and after the Lessor Use. And provided further, that the Agency will (a) not enter into any agreement with the United States of America or any agency or instrumentality thereof for the housing of federal prisoners or (b) not enter into any contract which is unlike contracts for the general public use of or service from the Project or any system of which it is a part (i) whereby any Private Person will be a lessee, sublessee or tenant of any portion of the Project or manage any operation within the Project, or (ii) that provides any Private Person with all or any designated portion of the output or services of the Project, or that obligates any Private Person to take, or take or pay for, all or any designated portion of the services or output of the Project, without receiving an opinion of nationally recognized bond counsel that such agreement or contract will not adversely affect the exclusion of interest on any Obligations issued or contemplated to be issued under the Trust Agreement from gross income for Federal income tax purposes.”

- (e) Section 5.03 of the Original Sublease is amended to read in its entirety as follows:

"Section 5.03 Interest in Project upon Termination of Sublease. Upon termination of the Sublease pursuant to Section 5.01 hereof, all right, title and interest of the Authority and the Department in the Project, without further action on the part of the Authority or the Department, shall be transferred to and be vested in the Agency, and the Agency shall have all rights with respect to the Project, in accordance with the laws applicable to the Agency. Provided, however, that the right of first refusal in the event of the change in use of the Project granted in Section 3.07 hereof."

- (f) Section 6.08 of the Original Sublease is amended to read in its entirety as follows:

"Section 6.08 Notices. All notices required or authorized to be given pursuant to this Sublease shall be in writing and shall be served personally or sent by registered or certified mail to the party or parties to be notified, and the effective date thereof shall be the date of delivery, if served personally, or the date it is deposited in the mail, if mailed.

The address of the Department for the purpose of receiving notices pursuant to this Section is:

Ohio Department of Rehabilitation and Correction
770 West Broad Street
Columbus, Ohio 43222
Attention: Assistant Chief Counsel

The address of the Agency for the purpose of receiving notices pursuant to this Section is:

County of Summit, Ohio
c/o Summit County Based Correctional Facility
264 East Crosier Street
Akron, Ohio 44331
Attention: Director

The address of the Department or the Agency may be changed by the party desiring to change its address by giving notice of such change of address to the other party hereto in conformity with the requirements of this Section."

- (g) Exhibit B to the Sublease is amended to read in its entirety as follows:

"EXHIBIT B

The Aggregate Amount is \$5,729,000."

Section 2. Relation to Sublease. This Fourth Amendment to Agreement of Sublease shall be construed in connection with and as part of the Sublease.

Section 3. Binding Effect. This Fourth Amendment to Agreement of Sublease shall inure to the benefit of and shall be binding upon the Department and the Agency and their respective permitted successors and assigns.

Section 4. Counterparts. This Fourth Amendment to Agreement of Sublease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5. Governing Law. This Fourth Amendment to Agreement of Sublease is and shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Agreement of Sublease to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

Witnesses:

DEPARTMENT OF REHABILITATION
AND CORRECTION

By: _____
Terry J. Collins
Director

Witnesses:

COUNTY OF SUMMIT, OHIO

By: _____
Russell M. Pry
County Executive

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CERTIFICATE OF FISCAL OFFICER
OF THE COUNTY OF SUMMIT, OHIO

The undersigned, fiscal officer of the Agency under the foregoing Fourth Amendment to Agreement of Sublease, hereby certifies that any moneys required to meet the obligations of the Agency during fiscal year 200_ under the foregoing Fourth Amendment to Agreement of Sublease have been lawfully appropriated by the County Council of the County of Summit, Ohio for such purposes and are in the custody of the Treasurer of the County of Summit, Ohio or are in the process of collection to an appropriate fund, free from any previous encumbrances.

Dated: _____, 200_

John A. Donofrio
Summit County Fiscal Officer

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ACKNOWLEDGEMENT

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

On this ___ day of _____, 200_, before me, a Notary Public, in and for said county and state personally appeared Terry J. Collins, the Director of the Department of Rehabilitation and Correction of the State of Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his valid act and deed on behalf of said Department.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Notary Public

STATE OF OHIO,
COUNTY OF _____, SS:

On this ___ day of _____, 200_, before me, a Notary Public, in and for said county and state personally appeared Russell M. Pry, County Executive of the County of Summit, Ohio, and acknowledged the execution of the foregoing instrument, and that the same was his valid act and deed on behalf of said County.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year aforesaid.

Notary Public

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REQUEST, ACCEPTANCE AND CONSENT
OF OHIO BUILDING AUTHORITY

The undersigned Ohio Building Authority hereby requests and accepts the grant of rights in the Project Site pursuant to the provisions of Section 2.04 of the Sublease, which is amended by the foregoing Fourth Amendment to Agreement of Sublease, and consents to the Sublease as so amended.

OHIO BUILDING AUTHORITY

By: _____
Mark A. Gibson
Executive Director

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EXHIBIT B

FORM OF LESSEE CERTIFICATE

CERTIFICATE OF CLERK
OF THE
COUNTY COUNCIL
OF THE
COUNTY OF SUMMIT, OHIO

The undersigned, Clerk of the County Council (the "Council") of the County of Summit, Ohio (the "County"), hereby certifies as follows:

1. I am the duly appointed, qualified and acting Clerk of the Council of the County.
2. For the year 2009, each of the following is the incumbent of the office set forth opposite each name, and the signature set opposite each name is the true and genuine signature of that person:

<u>Office</u>	<u>Name</u>	<u>Signature</u>
County Executive	Russell M. Pry	_____
President of Council	Nick Kostandaras	_____
County Fiscal Officer	John A. Donofrio	_____
Prosecuting Attorney	Sherri Bevan Walsh	_____

3. Attached hereto and marked as indicated is a true and exact copy of the following:

Extract from the minutes of the Council on _____, ____ setting forth a resolution adopted by the Council (i) authorizing the execution and delivery of the Fourth Amendment to Agreement of Sublease dated as of _____, 200_ (the "Sublease") between the Department of Rehabilitation and Correction of the State of Ohio and the County and accepted and consented to by the Ohio Building Authority, and (ii) authorizing the execution and delivery of other documents in connection with the Sublease, together with minutes evidencing adoption of said resolution. (Exhibit 1)

4. All meetings of the Council and all of its committees and any other public bodies, at which the formal actions with respect to the Sublease were taken, or at which deliberations

that resulted in such formal actions were taken, and any such deliberations, took place while such meetings were open to the public in full compliance with the law.

5. On _____, _____ the Council adopted rules pursuant to Section 121.22 of the Ohio Revised Code, with respect to its meetings, and meetings of its committees and of any other public bodies which took action with respect to the Sublease, and over which it has rule-making authority, and such rules have remained in effect since that date, without amendment. All requirements and procedures for giving notice and notification of the meetings referred to above were complied with.

6. The extract of minutes attached hereto as Exhibit 1 is a complete and accurate transcript of all of the proceedings taken with regard to the authorization, execution and delivery of the Sublease, and those proceedings have not been rescinded, repealed or amended and are as of this date in full force and effect.

Dated: _____

Clerk, County Council
Summit County, Ohio

I hereby certify that _____ on the date set forth above is the duly appointed, qualified and acting Clerk of the Council and that the signature above is the true and genuine signature of _____.

Dated: _____

County Executive
Summit County, Ohio

Paragraph 4 above is approved and confirmed.

Dated: _____

Prosecuting Attorney
Summit County, Ohio

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EXHIBIT C

FORM OF LESSEE ORDINANCE

ORDINANCE NO. _____

SPONSOR _____

DATE _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A FOURTH AMENDMENT TO AN AGREEMENT OF SUBLEASE WITH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION AND ACCEPTED AND CONSENTED TO BY THE OHIO BUILDING AUTHORITY PERTAINING TO THE FINANCING OF A PORTION OF THE COST OF THE SUMMIT COUNTY COMMUNITY BASED CORRECTIONAL FACILITY (PROJECT NO. 95-FJ-J02-0084C) AND DECLARING AN EMERGENCY.

WHEREAS, the County of Summit, Ohio (the "County") entered into an Agreement of Sublease with the Department of Rehabilitation and Correction of the State of Ohio (the "Department"), made as of August 1, 1995, as amended and supplemented by the First Amendment to Agreement of Sublease, made as of December 1, 1996, the Second Amendment to Agreement of Sublease, made as of April 1, 2000 and the Third Amendment to Agreement of Sublease, made as of December 1, 2000 (collectively, the "Sublease"); and

WHEREAS, the Department and the County desire to amend the Sublease with the consent of the Ohio Building Authority (the "Authority") in accordance with the terms thereof;

NOW, THEREFORE, BE IT ORDAINED by the Council of the County, that:

Section 1. The Sublease shall be amended as provided in the Fourth Amendment to Agreement of Sublease (the "Fourth Amendment") in the form on file with the Clerk of this Council and by this reference made a part hereof as if fully rewritten herein.

Section 2. The County Executive is authorized and directed, for and in the name and on behalf of the County, to execute, acknowledge and deliver the Third Amendment in substantially the form on file with the Clerk of this Council. That instrument is approved with changes therein not inconsistent with this Ordinance and not substantially adverse to the County which shall be approved by the County Executive; provided that the approval of those changes by the County Executive and the character of such changes as not being substantially adverse to the County shall be evidenced conclusively by their execution of those instruments.

Section 3. The Summit County Prosecutor is hereby authorized and directed to deliver his opinion addressed to the Authority and the Department, with respect to the due authorization, execution and delivery of the Third Amendment by the County and such other matters with respect to the authority of and actions taken by the County in respect thereto, as such addressees may reasonably request.

Section 4. The proper officers of the County and this Council, as appropriate, are each authorized and directed to execute and deliver any additional certificates, documents or instruments and to take such further actions which are necessary or appropriate to effect the intent and purposes of this Ordinance and the Third Amendment.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in those formal actions, were in meetings open to the public in compliance with the law.

Section 6. This Ordinance is hereby declared an emergency in order to facilitate the processing of funds in the interest of the health, safety and welfare of the citizens of the County of Summit.

Section 7. Provided this Ordinance receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

INTRODUCED _____

ADOPTED _____

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

APPROVED _____

EXECUTIVE

ENACTED EFFECTIVE _____

The foregoing is a true and correct excerpt from the minutes of the meeting of _____, 200_ of the County Council of Summit County, Ohio showing the adoption of the Ordinance set forth above.

Dated: _____, 200_

Clerk, County Council
County of Summit, Ohio

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EXHIBIT D

FORM OF LESSEE OPINION

[LETTERHEAD OF LEGAL COUNSEL]

_____, 200_

Ohio Building Authority
30 East Broad Street
40th Floor
Columbus, Ohio 43215

and

Department of Rehabilitation and Correction
770 West Broad Street
Columbus, Ohio 43222

Gentlemen:

I am the Prosecuting Attorney for the County of Summit, Ohio (the "County") and I have reviewed a Fourth Amendment to Agreement of Sublease dated as of _____, 200_ (the "Fourth Amendment") between the Department of Rehabilitation and Correction of the State of Ohio (the "Department") and the County, and accepted and consented to by the Ohio Building Authority (the "Authority"); an ordinance (the "Ordinance") adopted by the County Council of the County on _____, 200_, regarding the Fourth Amendment; the Constitution and such laws of the State of Ohio as I deem relevant in rendering this opinion; and such other documents, certificates, resolutions and information as I deem relevant and necessary in rendering the opinions provided herein.

Based upon the foregoing, I am of the opinion that:

- a. The County is a validly existing county and political subdivision of the State of Ohio, duly organized and existing under the Constitution and laws of the State of Ohio.
- b. The County has full power and authority to enter into the Fourth Amendment to carry out the transactions contemplated thereby and to perform its obligations thereunder.
- c. The County has duly adopted the Ordinance, has duly authorized, executed, acknowledged and delivered the Fourth Amendment, and the Fourth Amendment is a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.
- d. All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the County, or to the validity, of its obligations under the Fourth Amendment have been obtained.

e. No suit, action, proceeding or investigation is pending, or, to my knowledge, threatened against or affecting the County before any court or governmental department, commission, board, bureau, agency or instrumentality which involves or would materially affect any of the transactions contemplated by the Fourth Amendment, or which, if determined adversely, could have a material adverse affect on the ability of the County to perform its obligations under the Fourth Amendment.

f. The execution and delivery of the Fourth Amendment, and the performance by the County of its obligations thereunder, have been authorized by all necessary persons and governmental authorities and proper proceedings have been conducted in connection therewith and (i) do not violate the Constitution or laws of the State of Ohio, or any existing law, rule, regulation, order, writ, judgment, injunction, decree or determination of any court or regulatory agency by which the County is bound or to which any substantial portion of its property is subject, and (ii) do not, to the best of my knowledge, (A) conflict with, result in a breach of, or constitute a default under any existing resolution, indenture of trust or mortgage, loan or credit agreement or any other agreement or instrument to which the County is a party or by which the County or any of the properties of the County may be bound or affected, or (B) result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance of any nature (other than as permitted or arising under the Sublease dated as of August 1, 1995, as amended and supplemented by the First Amendment to the Agreement of Sublease dated as of December 1, 1996, the Second Amendment to the Agreement of Sublease dated as of April 1, 2000 and the Third Amendment to the Agreement of Sublease dated as of December 1, 2000, between the Department and the County and accepted and consented to by the Authority) upon or with respect to any property of the County.

This opinion is qualified to the extent that the binding effect and enforceability of the County's obligations under the Fourth Amendment are subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting enforcement of creditors' rights generally and the effect of rules of law (whether in proceedings in equity or at law) governing specific performance, injunctive relief and other equitable remedies on the enforceability of such documents.

Very truly yours,

Prosecuting Attorney
County of Summit, Ohio