

12-079

COOPERATIVE AGREEMENT

between

SUMMIT COUNTY PORT AUTHORITY

and

COUNTY OF SUMMIT, OHIO

Dated as of
March 1, 2012

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this "Cooperative Agreement") is made and entered into as of March 1, 2012 between the SUMMIT COUNTY PORT AUTHORITY, (the "Port Authority") and THE COUNTY OF SUMMIT (the "County"). Capitalized words and terms not otherwise defined in the recitals shall have the meanings assigned to them in Article I.

RECITALS

A. The County and the Port Authority entered into the Headquarters Cooperative Agreement and the Tech Center Cooperative Agreement in order to set forth the cooperative agreements related to the construction of the Headquarters Project and the Tech Center Project, respectively, and the County's agreement to cause the issuance of bonds payable from the County Nontax Revenues to provide (a) the Headquarters County Assistance to pay a portion of the Headquarters Project Costs and (b) the Tech Center County Assistance to pay a portion of the Tech Center Project Costs.

B. The County and the Port Authority now enter into this Cooperative Agreement in order to provide for the pledge of the County Nontax Revenues in order to secure the Series 2012 Bonds issued to finance the Headquarters County Assistance and the Tech Center County Assistance.

ARTICLE I

Definitions

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this County Corporative Agreement or by reference to another document, the words and terms used in this Cooperative Agreement are defined in Section 1.2.

Section 1.2. Definitions. The following are defined terms in the Cooperative Agreement:

“Bond Fund” means the Bond Fund created under Section 4.01 of the Indenture.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated March ____, 2012 among the Port Authority, the County and Robert W. Baird & Co. Incorporated.

“Business Day” means a day that is not a (a) Saturday, (b) Sunday, or (c) day on which the Disbursing Agent is closed or banks in New York, New York are closed.

“Capitalized Interest” means such term as defined in the Indenture.

“Capitalized Interest Account” means the Capitalized Interest Account of the Project Fund established in the Indenture.

“Closing Date” means the date of issuance of the Series 2012 Bonds.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement dated as of March 1, 2011 among the Port Authority, the County and the Trustee.

“Cooperative Parties” means the Port Authority and the County.

“County” means the County of Summit, Ohio, a county and political subdivision organized and existing under the laws of the State and its Charter.

“County Assistance” means, collectively, the Headquarters County Assistance and the Tech Center County Assistance.

“County Nontax Revenues” means all money of the County that is not money raised by taxation, to the extent available for deposit in the Bond Fund, including, but not limited to the following: (a) grants from the United States of America and the State, (b) payments in lieu of taxes now or hereafter authorized by State statute; (c) fines and forfeitures that are deposited in the County’s General Fund; (d) fees deposited in the County’s General Fund from properly imposed licenses and permits; (e) investment earnings on the County’s General Fund and that are credited or transferred to the County’s General Fund; (f) investment earnings of other funds of the County that are credited to the County’s General Fund; (g) proceeds from the sale of assets that are deposited in the County’s General Fund; (h) rental income that is deposited in the County’s General Fund; (i) gifts and donations that are received and deposited in the County’s

General Fund; and (j) charges for services and payments received in reimbursement for services that are deposited in the County's General Fund.

"County Revenue Payments" means the payments to be made by the County from County Nontax Revenues under this Cooperative Agreement in amounts sufficient to pay Debt Service on the Series 2012 Bonds when due.

"Debt Service" means such term as defined in the Indenture.

"Event of Default" means any of the events described as an Event of Default in Section 5.1.

"Force Majeure" means any of the causes, circumstances or events described as constituting Force Majeure in Section 5.1 hereof.

"Goodyear" means The Goodyear Tire & Rubber Company, an Ohio corporation.

"Goodyear Development Agreement" means the Development and Retention Agreement dated December 3, 2007 among the City of Akron, Ohio, the County and Goodyear.

"Headquarters Cooperative Agreement" means the Cooperative Agreement dated as of April 1, 2011 among the Port Authority, the City of Akron, Ohio, the County, the Director of Development of the State of Ohio, The Huntington National Bank, Industrial Realty Group LLC, IRG RC Lessor LLC, Blimp, L.L.C. and Goodyear.

"Headquarters County Assistance" means the County Assistance as defined in the Headquarters Cooperative Agreement.

"Headquarters Disbursing Agent" means The Huntington National Bank, as disbursing agent under the Headquarters Cooperative Agreement.

"Headquarters Proceeds Account" means the Headquarters Proceeds Account of the Project Fund established in the Indenture.

"Headquarters Project" means the Project as defined in the Headquarters Cooperative Agreement"

"Headquarters Project Costs" means the Project Costs as defined in the Headquarters Cooperative Agreement.

"Holder" means a holder of the Series 2012 Bonds, as defined in the Indenture.

"Indenture" means the Trust Indenture between the Trustee and the Port Authority to be entered into in connection with the issuance by the Port Authority of its Series 2012 Bonds, as the same may be supplemented and amended from time to time in accordance with its terms.

"Issuance Expense Account" means the Issuance Expense Account of the Project Fund established in the Indenture.

“Legislative Authority” means (i) with respect to the Port Authority, the Board of Directors of the Port Authority and (ii) with respect to the County, the County Council of the County.

“Maximum Annual Payment Requirement” means the highest aggregate amount due in any succeeding calendar year of the sum of (1) Debt Service on the Series 2012 Bonds, (2) required payments on outstanding Parity Obligations, and (3) required payments on the proposed Parity Obligations. Required payments under (2) and (3) must be included whether they are actual or contingent.

“Notice Address” means:

- (a) as to the Port Authority: Summit County Port Authority
47 North Main Street, Suite 407
Akron, Ohio 44308
Attention: President

- (b) as to the Trustee: U.S. Bank National Association
Corporate Trust Services
CN-OH-RN11
1350 Euclid Avenue
Cleveland, Ohio 44115
Attention: Holly Pattison

- (c) as to the County: County of Summit
174 South Main Street, 8th Floor
Akron, Ohio 44308
Attention: County Executive

or such additional or different address, notice of which is given under Section 6.3 hereof.

“Outstanding” means such term as defined in the Indenture.

“Parity Obligations” means obligations payable from or secured by a pledge and assignment of, and security interest in, County Nontax Revenues on parity with the pledge, assignment and security interest created under the Indenture in the County Nontax Revenues.

“Person” means firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

“Port Authority” means the Summit County Port Authority, a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State.

“Project Costs” means, collectively, the Headquarters County Assistance, the Tech Center County Assistance and costs of issuance of the Series 2012 Bonds.

“Project Fund” means such term as defined in the Indenture.

“Series 2012 Bonds” means the Summit County Port Authority Development Revenue Bonds, Series 2012 (County of Summit Nontax Revenues).

“State” means the State of Ohio.

“Subordinate Nontax Revenue Obligations” means obligations payable from or secured by a pledge and assignment of, and security interest in County Nontax Revenues subordinate to the pledge, assignment and security interest created under the Indenture in the County Nontax Revenues.

“Tax Regulatory Agreement” means the Tax Regulatory Agreement dated as of March 1, 2012 among the Port Authority, the County and the Trustee.

“Tech Center Cooperative Agreement” means the Cooperative Agreement dated as of July 7, 2011 among the Port Authority, the County, IRG RC Lessor LLC and Goodyear.

“Tech Center County Assistance” means the County Assistance as defined in the Tech Center Cooperative Agreement.

“Tech Center Indenture” means the Trust Indenture dated as of July 7, 2011 between the Port Authority and the Tech Center Trustee.

“Tech Center Proceeds Account” means the Tech Center Proceeds Account of the Project Fund established in the Indenture.

“Tech Center Project” means the Tech Center Improvement as defined in the Tech Center Cooperative Agreement.

“Tech Center Project Costs” means the Tech Center Improvement Project Costs as defined in the Tech Center Cooperative Agreement.

“Tech Center Trustee” means U.S. Bank National Association, as trustee under the Tech Center Indenture.

“Transaction Documents” means, collectively, this Cooperative Agreement, the Headquarters Cooperative Agreement, the Tech Center Cooperative Agreement, the Indenture, the Tech Center Indenture, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Tax Regulatory Agreement.

“Trustee” means U.S. Bank National Association, until a successor trustee shall have become such pursuant to the applicable provisions of the Indenture, and thereafter “Trustee” shall mean the successor trustee.

Section 1.3. Interpretation. Any reference herein to the Port Authority or the County, to a Legislative Authority or to any member, official or officer of any of them includes entities or

officials succeeding to their respective functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs, or clauses.

(End of Article 1)

ARTICLE II

Representations: Cooperative Arrangements

Section 2.1. Representations of the Port Authority. The Port Authority represents that:

(a) it is a port authority and political subdivision and body corporate and politic duly organized and validly existing under the laws of the State;

(b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Port Authority in a way that would impair its ability to carry out its obligations contained in this Cooperative Agreement or the Transaction Documents to which it is a party;

(c) it is legally empowered to enter into and perform the transactions contemplated by this Cooperative Agreement and the other Transaction Documents to which it is a party;

(d) the execution, delivery, and performance of this Cooperative Agreement do not and will not violate or conflict with any provision of law applicable to the Port Authority, and do not and will not conflict with or result in a default under any agreement or instrument to which the Port Authority is a party or by which it is bound in a way that would have a material adverse effect on the Port Authority's ability to perform its obligations under the Transaction Documents;

(e) its Legislative Authority has duly authorized the execution, delivery, and performance of this Cooperative Agreement and the other Transaction Documents to which it is a party;

(f) this Cooperative Agreement and the other Transaction Documents to which it is a party, when executed and delivered by the Port Authority, will constitute the legal, valid, and binding obligations of the Port Authority, enforceable against it in accordance with their respective terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance, and other similar laws and equitable principles now or hereafter in effect respecting creditors' rights or remedies generally; and

(g) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Cooperative Agreement and the other Transaction Documents to which it is a party by any successor public body.

Section 2.2. Representations of the County. The County represents that:

(a) it is a county duly organized and validly existing under the laws of the State and its Charter;

(b) it is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the County in a way that would

impair its ability to perform its obligations contained in this Cooperative Agreement or the Transaction Documents to which it is a party;

(c) it is legally empowered to execute, deliver, and perform this Cooperative Agreement and to enter into and carry out the transactions contemplated by this Agreement and the other Transaction Documents to which it is a party;

(d) the execution, delivery, and performance of this Cooperative Agreement do not and will not violate or conflict with any provision of law applicable to the County, including but not limited to, its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound in a way that would have a material adverse effect on the County's ability to perform its obligations under the Transaction Documents;

(e) its Legislative Authority has duly authorized the execution, delivery, and performance of the Cooperative Agreement and the other Transaction Documents to which it is a party;

(f) this Cooperative Agreement and the other Transaction Documents to which it is a party, when executed and delivered by the County, will constitute the legal, valid, and binding obligations of the County, enforceable against it in accordance with their respective terms, except as enforceability may be limited by the application of bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance, and other similar laws and equitable principles now or hereafter in effect respecting creditors' rights or remedies generally; and

(g) it will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Cooperative Agreement, and the other Transaction Documents to which it is a party by any successor public body.

Section 2.3. Cooperative Arrangements. The County has requested the assistance of the Port Authority in the financing of the Project in order to enhance, foster, aid, promote and provide for economic development in the County and the jurisdiction of the Port Authority. In furtherance of the County's request, the Cooperative Parties hereby agree as follows:

(a) Issuance of Series 2012 Bonds. To provide funds to pay the Project Costs, the Port Authority shall issue the Series 2012 Bonds pursuant to and in accordance with the terms provided for in the Indenture.

(b) County Revenue Payments. In order to provide security for the Series 2012 Bonds, the County shall make the County Revenue Payments in accordance with Article III of this Cooperative Agreement.

(c) Payment of Project Administrative Fees. The County agrees to pay the following fees of the Port Authority in connection with the issuance of the Series 2012 Bonds:

(i) an administrative fee of \$5,000 due on the Closing Date; and

(ii) an annual administrative fee of \$2,500 during each year in which the Series 2012 Bonds are Outstanding, to be invoiced on January 1 of each year, commencing January 1, 2013.

(End of Article II)

ARTICLE III

County Revenue Payments

Section 3.1. Pledge of County Nontax Revenues. While the Series 2012 Bonds are outstanding, the County must pay County Revenue Payments to the Trustee as provided in Section 3.3. The County pledges the County Nontax Revenues to secure its obligation to make County Revenue Payments under this Cooperative Agreement.

Section 3.2. County Obligation Unconditional. The obligation of the County to make County Revenue Payments in an amount sufficient to pay the Debt Service on the Series 2012 Bonds is absolute and unconditional and is not subject to prior appropriation by the Legislative Authority of the County. The County shall make all County Revenue Payments without abatement, diminution, or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set off, recoupment, or counterclaim that the County may have or assert against the Port Authority, the Trustee, Goodyear, or any other Person. All of the obligations of the County under this Cooperative Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust, or station upon the County within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus.

Notwithstanding the unconditional obligation of the County, that obligation does not, and is not intended to, prevent, preclude or inhibit the County from recovering from Goodyear any payments made or to be made by the County in the event of a default by Goodyear under the Headquarters Cooperative Agreement, the Tech Center Cooperative Agreement or in the event Goodyear fails to meet the covenants and agreements contained in the Goodyear Development Agreement, Section 2.18 of the Headquarters Cooperative Agreement, Section 3.11 of the Tech Center Cooperative Agreement regarding the maintenance of its headquarters and employment levels in the County.

The obligations of the County under this Cooperative Agreement are secured by and are payable from the County Nontax Revenues and do not and shall not represent or constitute a debt or pledge of the faith and credit or taxing power of the County. Neither the Port Authority, the Trustee, nor any owner of the Bonds have or shall have any right to have taxes levied by the County for the payment of the County Revenue Payments; provided that no provision in this Agreement shall be deemed to prohibit the County, of its own volition, from using, to the extent it is lawfully authorized to do so, any other resources for the fulfillment of the terms, conditions or payment obligations of this Cooperative Agreement.

Section 3.3. County Revenue Payments. At least ten Business Days before each date on which Debt Service on the Series 2012 Bonds are due and payable to the Holders, the County must pay County Revenue Payments to the Trustee for deposit into the Bond Fund established under the Indenture, in an amount equal to the Bond Services Charges on the Series 2012 Bonds payable on that date. All County Revenue Payments shall be made to the Trustee at its corporate trust office in St. Paul, Minnesota as designated from time to time.

Section 3.4. Assignment of Cooperative Agreement and County Revenue Payments. To secure the payment of Debt Service on the Series 2012 Bonds, the Port Authority will assign to the Trustee under the Indenture the Port Authority's right and interest in and to the County Revenue Payments for so long as the Series 2012 Bonds remain outstanding. The County hereby agrees and consents to that assignment.

Section 3.5. Limitation on Additional Commitment of County Nontax Revenues. The County is permitted to and intends to use County Nontax Revenues for other lawful purposes as authorized by its Legislative Authority. But, the County may only incur Parity Obligations if the aggregate amount of County Nontax Revenues for the fiscal year immediately preceding the incurrence of the proposed Parity Obligations is at least 300% of the Maximum Annual Payment Requirement.

If Parity Obligations bear interest at a variable rate, the interest rate used in computing the required payments will be the maximum interest rate provided under the terms of Parity Obligations. If no maximum interest rate is provided, the interest rate used will be the average interest rate over the preceding year on the Parity Obligations or, for an obligation that has been outstanding for less than a year or that is proposed, the average interest rate over the preceding year for an index that most closely approximates the variable rate on the Parity Obligation, as determined by an investment banker selected by the County. Required payments include mandatory sinking fund payments and mandatory redemption payments.

Subordinate Nontax Revenue Obligations may be incurred without limitation. Subordinate Nontax Revenue Obligations must be specifically subordinated to the Series 2012 Bonds and all Parity Obligations.

Section 3.6. County Election to Redeem Bonds. The Port Authority acknowledges that the right to optionally redeem Series 2012 Bonds under section 2.01(b) and (c) of the Indenture may only be exercised at the direction of the County. The Port Authority will not direct optional redemption under section 2.01(b) and (c) of the Indenture unless directed to do so by the County or unless the County consents to that redemption.

(End of Article III)

ARTICLE IV

Disbursement of Proceeds

Section 4.1. Deposit into Project Fund. As set forth in the Indenture, on the Closing Date, the Trustee shall deposit proceeds of the Series 2012 Bonds into the Project Fund as follows:

(a) into the Headquarters Proceeds Account, an amount equal to the Headquarters County Assistance;

(b) into the Tech Center Proceeds Account, an amount equal to the Tech Center County Assistance;

(c) into the Capitalized Interest Account, an amount equal to \$_____ for Capitalized Interest; and

(d) into the Issuance Expense Account, the remaining proceeds of the Series 2012 Bonds.

Section 4.2. Disbursement of Proceeds. On the Closing Date, the Trustee will disburse the amounts on deposit in the Project Fund under the Indenture as follows:

(a) from the Headquarters Proceeds Account, the Trustee will transfer an amount equal to the Headquarters County Assistance to the Headquarters Disbursing Agent for deposit and disbursement by the Headquarters Disbursing Agent under the Headquarters Cooperative Agreement;

(b) from the Tech Center Proceeds Account, the Trustee will transfer an amount equal to the Tech Center County Assistance to the Tech Center Trustee for deposit and disbursement by the Tech Center Trustee under the Tech Center Indenture; and

(c) from the Issuance Expense Account, the Trustee will pay the costs of issuance of the Series 2012 Bonds in accordance with a disbursement order executed by the Port Authority and the County on the Closing Date.

(End of Article IV)

ARTICLE V

Events of Default and Remedies

Section 5.1. Events of Default. Each of the following shall be an Event of Default:

(a) The County fails to pay to the Trustee any County Revenue Payment when due, and any such failure continues for five calendar days.

(b) The Port Authority or the County fails to observe and perform any agreement, term or condition contained in this Cooperative Agreement to be performed by it, and the failure continues for a period of 30 days after notice to the defaulting Cooperative Party, or for such longer period as the non-defaulting Cooperative Party may agree to in writing. But if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the defaulting Cooperative Party institutes curative action within the applicable period and diligently pursues that action to completion.

(c) Any representation or warranty made by the Port Authority or the County in this Cooperative Agreement, in any of the other Transaction Documents or in any other document or instrument furnished in connection with this Cooperative Agreement or any of the other Transaction Documents proves to have been false or misleading in any material respect when made or given.

Notwithstanding the foregoing, if, by reason of Force Majeure, any Cooperative Party is unable to perform or observe any agreement, term or condition that would give rise to an Event of Default under subsection (a) or (b) above, the defaulting Cooperative Party will not be deemed in default during the continuance of such inability. The defaulting Cooperative Party shall promptly give notice to the other of the existence of an event of Force Majeure and shall use its best efforts to remove the effects of that event; provided that the settlement of strikes or other industrial disturbances shall be entirely within their discretion.

The term Force Majeure means, without limitation, (1) acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or (2) any cause, circumstance or event not reasonably within the control of the defaulting Cooperative Party.

Section 5.2. Remedies on Default. Whenever an Event of Default occurs and is continuing, any one or more of the following remedial steps may be taken:

(a) The Port Authority may exercise any or all or any combination of rights or remedies available to it against the defaulting party in this Cooperative Agreement or the other Transaction Documents.

(b) The County may exercise any or all or any combination of rights or remedies available to it against the defaulting party in this Cooperative Agreement or the other Transaction Documents to which it is a party.

(c) If the County is the defaulting party, the Port Authority may have access to, inspect, examine and make copies of the books, records, accounts and financial data of the County pertaining the County Revenue Payments.

(d) The Port Authority may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due and owed to them under this Cooperative Agreement or the other Transaction Documents or any other agreement entered into by any of the Cooperative Parties pursuant to any of the Transaction Documents.

Notwithstanding the foregoing, the Disbursing Agent is not obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to it at no cost or expense to the Disbursing Agent.

The Cooperative Parties acknowledge and agree that the terms and conditions of this Cooperative Agreement do not alter, revise, modify, or amend the rights and remedies of the County under the Headquarters Cooperative Agreement or the Tech Center Cooperative Agreement.

Section 5.3. No Remedy Exclusive. No remedy conferred upon or reserved to a non-defaulting Cooperative Party by this Cooperative Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Cooperative Agreement, or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle a non-defaulting Cooperative Party to exercise any remedy reserved to it in this Cooperative Agreement, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

Section 5.4. No Waiver. No failure by a Cooperative Party to insist upon the strict performance by another Cooperative Party of any provision of this Cooperative Agreement shall constitute a waiver of its right to strict performance and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure such Cooperative Party to observe or comply with any provision of this Cooperative Agreement.

Section 5.5. Notice of Default. Each Cooperative Party shall notify the other Cooperative Parties promptly if it becomes aware of the occurrence of any Event of Default

hereunder or of any fact, condition or event that, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article V)

ARTICLE VI

Miscellaneous

Section 6.1. Term of Cooperative Agreement. This Cooperative Agreement will remain in full force and effect until the Series 2012 Bonds have been paid in full.

Section 6.2. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request, or other communication given hereunder to any Cooperative Party shall also be given to the other Cooperative Party and the Trustee. The Cooperative Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests, or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates, or requests or other communications are unable to be given by the required class of mail or courier service, any notice required to be mailed or delivered by courier service by the provisions of this Cooperative Agreement shall be given in such other manner as in the judgment of the Disbursing Agent shall most effectively approximate mailing thereof or delivery by courier service, and the giving of that notice in that manner for all purposes of this Cooperative Agreement shall be deemed to be in compliance with the requirement for delivery under this Section. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 6.3. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Cooperative Parties contained in this Cooperative Agreement and the other Transaction Documents shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of the Port Authority, the County or their respective Legislative Authorities in other than its official capacity, and neither the members of any Legislative Authorities nor any official executing the Transaction Documents or any Nontax Revenue Bond will be liable personally on such Transaction Documents or Series 2012 Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 2012 Bonds or by reason of the covenants, obligations or agreements of the Port Authority or the County contained in this Cooperative Agreement or in the other Transaction Documents.

The obligations of the Port Authority relating to the Series 2012 Bonds under the Indenture, this Cooperative Agreement and the Continuing Disclosure Agreement will be taken at the direction and expense of the County. The Port Authority may rely on the County's direction in determining whether an action should be taken.

Section 6.4. Binding Effect. This Cooperative Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Cooperative Parties and their respective permitted successors and assigns. This Cooperative Agreement may not be assigned

by the County and the interests of the Port Authority under this Cooperative Agreement may not be assigned by the Port Authority (except to the extent contemplated in this Cooperative Agreement). This Cooperative Agreement may be enforced only by the parties, their assignees, and others who may, by law, stand in their respective places.

Section 6.5. Amendments and Supplements. Except as otherwise expressly provided in this Cooperative Agreement or the other Transaction Documents, subsequent to the issuance of the Series 2012 Bonds and while any such Series 2012 Bonds remain outstanding, no provision of this Cooperative Agreement or the other Transaction Documents relating to the payment of the County Revenue Payments, the security for the Series 2012 Bonds, or the requirements for the incurrence of Parity Obligations may be effectively amended, changed, modified, altered, or terminated except in accordance with the Indenture. In no event shall any amendment or modification to this Cooperative Agreement be effective unless signed by all of the Cooperative Parties.

Section 6.6. Execution Counterparts. This Cooperative Agreement may be executed in counterparts and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 6.7. Severability. If any provision of this Cooperative Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 6.8. Limitation of Rights. With the exception of rights conferred expressly in this Cooperative Agreement, nothing expressed or mentioned in or to be implied from this Cooperative Agreement is intended or shall be construed to give to any Person other than the Cooperative Parties, the Trustee (as to the Series 2012 Bonds and the County Revenue Payments) and the Holders any legal or equitable right, remedy, power, or claim under or with respect to this Cooperative Agreement or any covenants, agreements, conditions and provisions contained herein. This Cooperative Agreement and all of those covenants, agreements, conditions, and provisions are intended to be for the sole and exclusive benefit of the Cooperative Parties, the Trustee, and the Holders .

Section 6.9. Governing Law. This Cooperative Agreement 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.

(End of Article VI)

IN WITNESS WHEREOF, the Cooperative Parties have caused this Cooperative Agreement to be signed and delivered in their respective names, all as of the date first written above.

SUMMIT COUNTY PORT AUTHORITY

By: _____
Christopher Burnham, President

Approved as to form and correctness:

COUNTY OF SUMMIT

Deborah S. Matz, Director of Law,
Insurance and Risk Management
County of Summit

By: _____
Russell M. Pry, County Executive

PORT AUTHORITY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, Assistant Secretary and Assistant Fiscal Officer of the Port Authority, hereby certifies that the money required to meet the obligations of the Port Authority during the year 2012 under the Cooperative Agreement have been lawfully appropriated by the Board of Directors of the Port Authority for such purposes and are in the treasury of the Port Authority or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: March __, 2012

Assistant Secretary and Assistant Fiscal Officer
Summit County Port Authority

COUNTY'S FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the County, hereby certifies that the money required to meet the obligations of the County during the year 2012 under the Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: March ___, 2012

Fiscal Officer
County of Summit, Ohio