

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into as of October 1, 2006, among 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 of Ohio (the "Authority"), and FIFTH THIRD BANK, a bank organized and existing under the laws of the State of Ohio (the "Bank"), and the COUNTY OF SUMMIT, OHIO, a county and political subdivision organized and validly existing under the laws of the State of Ohio and its Charter (the "County"), and the CITY OF AKRON, OHIO, a municipal corporation duly organized and validly existing under the laws of the State of Ohio and its Charter (the "City"), and AKRON COMMUNITY SERVICE CENTER AND URBAN LEAGUE, INC., a nonprofit corporation duly organized and validly existing under the laws of the State of Ohio (the "Borrower"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof).

RECITALS:

A. Pursuant to the Act, the Authority has determined to (i) issue, sell and deliver its Summit County Port Authority Tax-Exempt Development Revenue Bonds, Series 2006 (Akron Community Service Center and Urban League, Inc. Project) (the "Bonds") in the aggregate principal amount of \$3,600,000 and (ii) loan the proceeds of the Bonds to the Borrower under the Loan Agreement to finance the costs of the Project.

B. To secure the Bonds under the Indenture and to enhance their marketability, the Borrower is causing the Bank to deliver to The Bank of New York Trust Company, N.A., as Trustee (the "Trustee"), the Bank's irrevocable direct pay letter of credit (the "Letter of Credit"), for the account of the Borrower, in that stated amount of \$3,644,384 under the Reimbursement Agreement.

C. In order to enhance, foster, aid, promote and provide for economic development, recreation and education in the City and the County within the jurisdiction of the Authority by inducing (i) the Authority to issue the Bonds and loan the proceeds of the Bonds to the Borrower to finance the costs of the Project and (ii) the Bank to issue the Letter of Credit, the County and the City have agreed to enter into this Cooperative Agreement and to deliver the Guaranty Agreement to the Bank in accordance with the terms hereof.

D. The Authority, the Bank, the County, the City and the Borrower each have full right and lawful authority to enter into this Cooperative Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the Authority, the Bank, the County, the City and the Borrower agree as follows (provided that any obligations of the Authority created by or arising out of this Cooperative Agreement shall never constitute a general debt or pledge of the faith and credit or taxing power of the Authority or give rise to any pecuniary liability of the Authority, but any obligation of the Authority shall be payable solely out of the Revenues available to the

Authority, and any obligations of the County and the City, respectively, to make payments under the Guaranty Agreement shall never constitute a general debt or pledge of the faith and credit or taxing power of the County or the City but shall be payable solely from the County's Nontax Revenues and the City's Nontax Revenues, respectively):

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ARTICLE I.
DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms elsewhere defined in this Cooperative Agreement, the words and terms set forth in Section 1.2 have the meanings assigned in that section unless the context indicates another or different meaning. Definitions are equally applicable to both the singular and plural forms of any of words and terms.

Any reference to the Authority, the County or the City or to the Legislative Authority or any officials or officers of the Authority, the County or the City includes those who succeed to their functions, duties or responsibilities in accordance with or by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Ohio Constitution or to a section, provision or chapter of the Ohio Revised Code includes that section or provision or chapter as from time to time amended, modified, revised, supplemented or superseded. No change in the Constitution or laws, however, will be deemed applicable by reason of this provision if that change would in any way constitute an impairment of the rights or obligations of the Authority or the Borrower under this Loan Agreement.

The captions, headings and table of contents in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections.

All references in this Cooperative Agreement to “this Cooperative Agreement” or this “Agreement” and to designated “articles,” “sections” and other subdivisions are to this Cooperative Agreement and the designated articles, sections and other subdivisions as originally executed and as amended from time to time in accordance with its terms. The terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms, mean this Cooperative Agreement as a whole and not any particular article, section or subsection. Words of any gender include correlative words of any other gender.

Section 1.2. Definitions. The following terms are defined terms under this Cooperative Agreement:

“Act” means the provisions of Chapter 4582, Ohio Revised Code, applicable to the Authority.

“Agreement” or “Cooperative Agreement” means this Cooperative Agreement among the Authority, the Bank, the County, the City and the Borrower, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

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

“Bank” means Fifth Third Bank, a bank organized and existing under the laws of the State.

“Bank Mortgage” means the Open-End Mortgage from the Borrower to the Bank delivered under the Reimbursement Agreement.

“Bond Fund” means the Bond Fund as defined in the Indenture.

“Bonds” means the Authority’s \$3,600,000 Summit County Port Authority Adjustable Rate Tax-Exempt Development Revenue Bonds, Series 2006 (Akron Community Service Center and Urban League, Inc. Project).

“Bond Service Charges” means the payments of the principal of and interest on the Bonds in accordance with the Indenture.

“Borrower” means Akron Community Service Center and Urban League, Inc., a nonprofit corporation duly organized and validly existing under the laws of the State.

“City” means the City of Akron, Ohio, a municipal corporation organized and existing under the laws of the State and its Charter.

“Cooperative Parties” means the parties to this Cooperative Agreement.

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

“Event of Default” means, for the purposes of this Agreement, such term as defined in Section 7.1 hereof.

“Guaranty Agreement” means the Guaranty Agreement among the County, the City and the Bank, in substantially form attached hereto as Exhibit A.

“Guaranty Mortgage” means the Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing from the Borrower to the County and the City covering the Project, as the same may be amended or supplemented from time to time in accordance with its terms.

“Indenture” means the Trust Indenture dated as of October 1, 2006 between the Authority and the Trustee, as the same may be amended or supplemented from time to time in accordance with its terms.

“Interest Rate for Advances” means the Prime Rate plus 4%.

“Legislative Authority” means, (i) as to the Authority, the board of directors of the Authority; (ii) as to the County, the County Council of the County; and (iii) as to the City, the City Council of the City.

“Letter of Credit” means the irrevocable direct pay letter of credit issued under the Reimbursement Agreement by the Bank to the Trustee, for the account of the Borrower, in the stated amount of \$3,644,384.

“Loan Agreement” means the Loan Agreement dated as of October 1, 2006 between the Authority and the Borrower, as the same may be amended or supplemented from time to time in accordance with its terms.

“Nontax Revenues” means,

- (a) as to the City, means all money of the City that is not money raised by taxation, to the extent available for payment under the Guaranty Agreement, 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 City’s General Fund; (d) fees deposited in the City’s General Fund from properly imposed licenses and permits; (e) investment earnings on the City’s General Fund and that are credited or transferred to the City’s General Fund; (f) investment earnings of other funds of the City that are credited to the City’s General Fund; (g) proceeds from the sale of assets that are deposited in the City’s General Fund; (h) rental income that is deposited in the City’s General Fund; (i) gifts and donations that are received and deposited in the City’s General Fund; and (j) charges for services and payments received in reimbursement for services that are deposited in the City’s General Fund; provided, Nontax Revenues does not include any funds in the City’s Knight Estate Fund; and

- (b) as to the County, means all money of the County that is not money raised by taxation, to the extent available for payment under the Guaranty Agreement, 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.

“Notice Address” means:

- (a) as to the Authority: Summit County Port Authority
One Cascade Plaza, 18th Floor
Akron, Ohio 44308
Attention: President

- (b) as to the Bank: Fifth Third Bank
121 South Main Street
Akron, Ohio 44308
Attention: Commercial Banking

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

- (d) as to the City: City of Akron
166 South High Street
Akron, Ohio 44308
Attention: Mayor
- (e) as to the Borrower: Akron Community Service Center and Urban
League, Inc.
250 East Market Street
Akron, Ohio 44308
Attention: President and CEO

“Optional Redemption Schedule” means the schedule agreed to by the Bank and the Borrower for optional redemption of the Bonds set forth in the Reimbursement Agreement as of the date of the issuance of the Bonds.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, state or political subdivision.

“Prime Rate” means that rate of interest established from time to time by the Bank as its prime or base rate, whether or not such rate is publicly announced. The Prime Rate may or may not be the lowest rate charged by the Bank for commercial or other extension of credit.

“Project” means the acquisition, construction, improvement, and equipping of a new community service center and urban league facility to be located at Vernon Odom Boulevard in the City and the County to be used by the Borrower in providing educational, recreational and other services to residents of the County in accordance with, and as defined in, the Loan Agreement.

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

“Reimbursement Agreement” means the Reimbursement Agreement dated as of October 1, 2006 between the Borrower and the Bank, as the same may be amended or supplemented from time to time in accordance with its terms.

“Reimbursement Obligations” means the agreement of the Borrower to reimburse the Bank for draws under the Letter of Credit used to pay Bond Service Charges in accordance with the terms of the Reimbursement Agreement.

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

“State” means the State of Ohio.

(End of Article I)

ARTICLE II.
REPRESENTATIONS

Section 2.1. Representations of the Authority. The Authority represents and covenants that:

(a) It is a port authority and political subdivision and a body corporate and politic of the State, 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 Authority which would impair its ability to carry out its obligations contained in this Cooperative Agreement.

(c) It is legally empowered to enter into and carry out the transactions contemplated by this Cooperative Agreement and has duly authorized the execution, delivery and performance of this Cooperative Agreement.

(d) It has duly accomplished all conditions necessary to be accomplished by it prior to the issuance and delivery of the Bonds.

Section 2.2. Representations of the Bank. The Bank represents and covenants that:

(a) It is a bank 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 Bank which would impair its ability to carry out its obligations contained in the Reimbursement Agreement or this Cooperative Agreement.

(c) It is legally empowered to enter into and carry out the transactions contemplated by the Reimbursement Agreement and this Cooperative Agreement and has duly authorized the execution, delivery and performance of the Letter of Credit, the Reimbursement Agreement and this Cooperative Agreement.

(d) It has duly accomplished all conditions necessary to be accomplished by it prior to the issuance and delivery of the Letter of Credit.

Section 2.3. Representations of the County. The County represents and covenants that:

(a) It is a county and political subdivision 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 its Charter, the laws of the State or of the United States of America applicable to the County which would impair its ability to carry out its obligations contained in this Cooperative Agreement or the Guaranty Agreement.

(c) It is legally empowered to execute, deliver and perform this Cooperative Agreement and the Guaranty Agreement and to enter into and carry out the transactions contemplated by this Cooperative Agreement and the Guaranty Agreement. Such execution, delivery and performance 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.

(d) It has duly authorized the execution, delivery and performance of this Cooperative Agreement and the Guaranty Agreement and the transactions contemplated herein.

Section 2.4. Representations of the City. The City represents and covenants that:

(a) It is a municipal corporation 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 its Charter, the laws of the State or of the United States of America applicable to the City which would impair its ability to carry out its obligations contained in this Cooperative Agreement or the Guaranty Agreement.

(c) It is legally empowered to execute, deliver and perform this Cooperative Agreement and the Guaranty Agreement and the and to enter into and carry out the transactions contemplated by this Cooperative Agreement and the Guaranty Agreement. Such execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the City, 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 City is a party or by which it is bound.

(d) It has duly authorized the execution, delivery and performance of this Cooperative Agreement and the Guaranty Agreement and the transactions contemplated herein.

Section 2.5. Representations and Covenants of the Borrower. The Borrower represents and covenants that:

(a) It is a (i) nonprofit corporation organized and validly existing and in good standing under the laws of the State; (ii) an organization described in Section 501(c)(3) of the Code of the Internal Revenue Code of 1986, as amended (the "Code"); (iii) a tax-exempt organization pursuant to a determination letter issued by the Internal Revenue Service; and (iv) not a "private foundation" as defined in Section 509(a) of the Code. It will maintain its status as a tax-exempt organization as long as any Bonds are outstanding.

(b) It has full power and authority to execute, deliver and perform this Cooperative Agreement, the Loan Agreement and the Reimbursement Agreement and to enter into and perform the transactions contemplated by those documents. Such

execution, delivery and performance do not, and will not, violate any provision of law applicable to the Borrower or the Borrower's articles of incorporation or its code of regulations or bylaws, and do not, and will not, conflict with or result in a default under any agreement or instrument to which the Borrower is a party or by which it is bound. This Cooperative Agreement, the Loan Agreement and the Reimbursement Agreement have, by proper action, been duly authorized, executed and delivered by the Borrower and all steps necessary to be taken by the Borrower have been taken to constitute this Cooperative Agreement, the Loan Agreement and the Reimbursement Agreement the valid and binding obligations of the Borrower.

(c) The provision of financial assistance to be made available under this Cooperative Agreement, the Loan Agreement and the Reimbursement Agreement and the commitments therefor made by the Authority, the County and the City have induced the Borrower to undertake the Project in the City and the County.

(d) The Project will comply in all material respects with the requirements of the Loan Agreement and the Reimbursement Agreement. Each of the representation, warranties and covenants of the Borrower in the Loan Agreement and the Reimbursement Agreement are incorporated by reference in this Cooperative Agreement as if made herein.

(End of Article II)

ARTICLE III.
COOPERATIVE ARRANGEMENT; ISSUANCE OF BONDS;
DELIVERY OF GUARANTY AGREEMENT

Section 3.1. Cooperative Arrangement. The Authority and the Borrower have requested the assistance of the County and the City in the financing of the Project in order to enhance, foster, aid, promote and provide for economic development, recreation and education in the City and the County within the jurisdiction of the Authority. For the reasons set forth in this Agreement, including the recitals hereto, the Cooperative Parties have determined to cooperate with each other in financing the Project in accordance with this Cooperative Agreement. This Cooperative Agreement is intended to and shall be an agreement among the Cooperative Parties to cooperate in financing of port authority facilities pursuant to the Act, and the agreements contained herein are intended to and shall be construed as agreements to further effective cooperative action and safeguard the respective interests of the parties thereto.

Section 3.2. Issuance of Bonds; Provision of Project; Delivery of Letter of Credit and Guaranty Agreement. In accordance with the terms of this Agreement (a) the Authority agrees to issue the Bonds and loan the proceeds of the Bonds to the Borrower to finance the costs of the Project pursuant to the Indenture and the Loan Agreement, (b) the Bank agrees to issue the Letter of Credit to secure and enhance the marketability of the Bonds pursuant to the Reimbursement Agreement, (c) the Borrower agrees to undertake the acquisition, construction, improvement and equipping of the Project pursuant to the Loan Agreement and the Reimbursement Agreement, and (d) the County and the City agree to deliver the Guaranty Agreement pursuant to this Cooperative Agreement.

Section 3.3. Application of Proceeds of Bonds. The proceeds from the sale of the Bonds shall be paid to and deposited with the Trustee as provided in the Authority Indenture. The Cooperative Parties acknowledge and agree that all disbursements for the payment of the costs of the Project will be made pursuant to and upon the terms set forth in the Indenture, the Loan Agreement and the Reimbursement Agreement.

(End of Article III)

ARTICLE IV.
GUARANTY AGREEMENT; REIMBURSEMENT OF COUNTY AND CITY

Section 4.1. Guaranty Agreement. In consideration of those undertakings by the other Cooperative Parties under this Cooperative Agreement, the County and the City have authorized, cause to be executed, and delivered the Guaranty Agreement to the Bank for the benefit of the Authority and the Borrower; provided, however, the obligations of the County and the City, respectively, to make any payments under the Guaranty Agreement shall be made solely from, and limited to, the Nontax Revenues.

The amount of payments to be made by the County and the City to the Bank in any given calendar year shall not exceed each party's one-half share (50% County and 50% City) of the Reimbursement Obligations not made when due by the Borrower under the Reimbursement Agreement for the payment of (a) interest due on the Bonds in such year and (ii) the scheduled optional redemption of the Bonds in such year in accordance with the Optional Redemption Schedule.

Section 4.2. Enforcement of Obligations. The obligation of the County and the City to make payments under the Guaranty Agreement shall be absolute and unconditional, and the County and the City shall make such payments required of them under the Guaranty Agreement without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the County of the City may have or assert against the Authority, the Bank or the Borrower. All of the obligations of the County and the City under this Cooperative Agreement and the Guaranty Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the County and the City within the meaning of Section 2731.01 of the Ohio Revised Code and shall be enforceable by mandamus. The County and the City shall not be responsible for any payment of the other's party's share of the Reimbursement Obligation.

Section 4.3. Reimbursement of County and City by Borrower. The Borrower covenants and agrees to pay to the County and the City, respectively, on demand, the amount of any payments made by the County and the City to the Bank under the Guaranty Agreement. The Borrower agrees to pay interest, on demand, on any and all amounts not paid by the Borrower when due under this Cooperative Agreement from the date such amounts become due until payment in full, at the Interest Rate for Advances (calculated based upon actual days elapsed and a 360 day year).

The Borrower also covenants and agrees to pay to the County and the City, respectively, on demand, all costs and expenses, including reasonable attorney's fees and expenses, incurred by each of them in connection with the enforcement of this Cooperative Agreement and the exercise of their remedies under the Guaranty Mortgage by the County and the City.

All payments by the Borrower to the County and the City hereunder shall be made in lawful currency of the United States and in immediately available funds at the Notice Address of the County and the City, respectively.

Section 4.4. Security for Reimbursement Obligations of Borrower. To secure the obligations of the Borrower to the County and the City under this Agreement, the Borrower has delivered to the County and the City the Guaranty Mortgage. The Guaranty Mortgage shall be subordinate to the Bank Mortgage.

(End of Article IV)

ARTICLE V.
ADDITIONAL AGREEMENTS AND COVENANTS

Section 5.1. Incorporation of Loan Agreement Provisions; Right of Access and Inspection. The agreements, representations and covenants of the Borrower set forth in the Loan Agreement, including without limitation Section 5.7 thereof, are incorporated by reference herein for the benefit of the County and the City and shall have the same effect under this Cooperative Agreement as if set forth in their entirety herein.

Section 5.2. Indemnification of County and City by the Borrower. The Borrower releases the County and the City, and their respective officials, employees and agents (collectively the “Indemnified Parties” and individually an “Indemnified Party”), from, and agrees that the Indemnified Parties shall not be liable for, and indemnifies the Indemnified Parties against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees (collectively, a “Claim”), imposed upon, incurred or asserted against and of the Indemnified Parties, on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the Project and the maintenance, operation and use of thereof; (ii) any breach, failure to comply or default on the part of the Borrower in the performance of any covenant, obligation or agreement of the Borrower under the Loan Agreement, this Cooperative Agreement, the Guaranty Mortgage, the Reimbursement Agreement or the Bank Mortgage, any contract for provision of the Project, or arising from any act or failure to act by the Borrower or any of the agents, contractors, servants, employees or licensees of the Borrower; (iii) the authorization, issuance, and sale of the Bonds and the provision of any information furnished in connection therewith concerning the Project or the Borrower; (iv) any failure of compliance by the Borrower with the provisions of Ohio Revised Code Section 4115.05; (v) the amount of any payments made by the County or the City under the Guaranty Agreement and any and all costs and expenses reasonably related to and reasonably incurred by the County and the City under this Cooperative Agreement, the Guaranty Agreement or the Guaranty Mortgage; and (vi) any claim, action or proceeding brought with respect to any matter set forth in clause (i), (ii), (iii), (iv) or (v), above.

In case any Claim is at any time made, or action or proceeding is brought, against or otherwise involving an Indemnified Party in respect of which indemnity may be sought hereunder, the Indemnified Party seeking indemnity promptly shall give notice of that Claim to the Borrower, and the Borrower, upon receipt of that notice, shall have the obligation and the right to assume the defense of the Claim; provided, that failure of an Indemnified Party to give that notice shall not relieve the Borrower from any of its obligations under this section unless, and only to the extent, that failure prejudices the defense of the Claim by the Borrower. An Indemnified Party may employ separate counsel and participate in the defense of the Claim, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless (i) the employment of such counsel has been specifically authorized by the Borrower in writing, or (ii) the Borrower has failed to assume the defense and to employ counsel or (iii) the Indemnified Party named to any such Claim (including any impleaded parties) include both an Indemnified Party and the Borrower and such Indemnified Party shall have been advised by independent counsel reasonably acceptable to the Borrower and the Indemnified Party that a conflict of interest with respect to such representation exists, in which case, if the Indemnified Party notifies the Borrower in writing that it elects to employ separate counsel at the Borrower’s expense, the

Borrower shall not have the right to assume the defense of such Claim on behalf of such Indemnified Party and the Borrower shall be responsible for payment of the fees and expenses of such separate counsel. The Indemnified Party seeking indemnity agrees to fully cooperate with the Borrower to the extent such cooperation does not prejudice the position of such Indemnified Party and lend the Borrower such assistance as the Borrower shall reasonably request in defense of any Claim. The Borrower shall not, nor shall any Indemnified Party, be liable for any settlement made without its consent.

The indemnification provided for in this section is intended to and shall be enforceable thereby to the full extent permitted by law and shall survive the termination of this Cooperative Agreement and repayment of the Bonds.

(End of Article V)

ARTICLE VI.
REDEMPTION OF BONDS

Section 6.1. Optional Redemption of Bonds. The Bank and the Borrower agree that they shall not, without the prior written consent of the County and the City, amend the Optional Redemption Schedule so as to increase or accelerate the principal amount of Bonds to be optionally redeemed in any calendar year. The Bonds may be optionally redeemed in accordance with the Optional Redemption Schedule only. Nothing in this Agreement is intended to or shall give any Person any right to redeem and/or prepay the Bonds except in accordance with the terms of such Bonds and the Optional Redemption Schedule, without the prior written consent of the County and the City.

Notwithstanding the preceding paragraph, if at any time sufficient moneys have been paid to the Trustee or the Trustee otherwise holds sufficient moneys in the Bond Fund available for that purpose in an aggregate amount necessary to permit the redemption or defeasance of all of the outstanding Bonds in accordance with the Indenture so that after such payment or defeasance none of the Bonds will be outstanding under the Indenture, then the Authority and the Borrower shall direct the Trustee to cause that redemption or defeasance in accordance with the Indenture. Upon such redemption or defeasance of all of the outstanding Bonds, the Guaranty Agreement shall terminate.

Section 6.2. No Acceleration of Bonds. The Bank agrees that as long as the County and the City shall make have made their respective payments required of them when due under the Guaranty Agreement, the Bank agrees that it shall not, by reason of (b) an “Event of Default” by the Borrower under, and as defined in, the Reimbursement Agreement or (ii) and “Event of Default” under, and as defined in, the Indenture, direct the Trustee to declare all of the principal of the Bonds then outstanding to be in accordance with Section 6.03 of the Indenture, without first having obtained the prior written consent of the County and the City.

(End of Article VI)

ARTICLE VII.
EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. Each of the following shall be an Event of Default under this Cooperative Agreement:

(a) The County or the City shall fail to make any payment when required to be made under the Guaranty Agreement and such failure continues for 30 calendar days after written notice thereof from the Bank.

(b) The County or the City shall fail to observe and perform any other agreement, term or condition contained in this Cooperative Agreement, and the continuation of such failure for a period of 30 days after notice thereof shall have been given to the County and the City by the Bank or the Authority; provided, that 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 City institute curative action within the applicable period and diligently pursues that action to completion.

(c) The Borrower shall fail to (i) reimburse or pay when due to the County or the City any amount required to be reimbursed or paid under this Cooperative Agreement or the Guaranty Mortgage, (ii) reimburse or pay when due to the Bank any amount required to be paid or reimbursed under the Reimbursement Agreement or the Bank Mortgage, or (iii) make when due any payment required to be made under the Loan Agreement.

(d) The Borrower shall fail to observe and perform any other agreement, term or condition contained in this Cooperative Agreement, and the continuation of such failure for a period of 30 days after notice thereof shall have been given to the Borrower by the Authority, the County, the City or the Bank; provided, that 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 Borrower institutes curative action within the applicable period and diligently pursues that action to completion.

Section 7.2. Remedies on Default by Borrower. Whenever an Event of Default by the Borrower shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

(a) The Authority (on its own volition or at the request of the County or the City) may refuse or order the Trustee to refuse to honor requests and orders from the Borrower for the disbursement of funds from the Project Fund pursuant to the Indenture and the Loan Agreement.

(b) The Authority, the County and the City may have access to the Project and shall have the right to inspect, examine and make copies of the books, records, accounts and financial data of the Borrower.

(c) The Authority, the County or the City may pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due from the Borrower under this Cooperative Agreement, the Loan Agreement or the Guaranty Mortgage, or to enforce the performance and observance of any other obligation or agreement of the Borrower thereunder.

Section 7.3. No Remedy Exclusive. No remedy conferred upon or reserved to the Authority, the County or the City 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 and the Loan 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 the Authority, the County or the City to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made herein.

If an Event of Default by the Borrower should occur and the Authority, the Bank, the County or the City should incur expenses, including reasonable attorneys fees, in connection with the enforcement of this Cooperative Agreement or the Loan Agreement against the Borrower, or the collection of sums due hereunder or thereunder, the Borrower agrees to reimburse the Authority, the Bank, the County and the City, as applicable, for the reasonable expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount thereof, together with interest thereon from the date due, shall accrue interest at the Interest Rate for Advances

Section 7.4. No Waiver. No failure by a Cooperative Party to insist upon the strict performance by another Cooperative Party of any provision hereof shall constitute a waiver of by such Cooperative Party of its right to strict performance by the other and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy a failure to observe or comply with any provision hereof.

Section 7.5. Notice of Default. Each Cooperative Party shall notify the other Cooperative Parties promptly in writing if such Cooperative Party becomes aware of the occurrence of any Event of Default hereunder or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

(End of Article VII)

ARTICLE VIII.
MISCELLANEOUS

Section 8.1. Term of Agreement. This Cooperative Agreement shall be and remain in full force and effect until (i) all of the outstanding Bonds shall have been redeemed or defeased in accordance with the Indenture and all Reimbursement Obligations of the Borrower to the Bank have been paid or (ii) such time as all sums payable by the County and the City under the Guaranty Agreement have been paid, except that the obligations of the Cooperative Parties under Section 5.2 hereof shall survive such termination.

Section 8.2. Notices. All notices, certificates, requests or other communications under this Agreement shall be in writing and sufficiently given when hand delivered or mailed by first-class certified mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address of a Cooperative Party. A duplicate copy of each notice, certificate, request or other communication given to a Cooperative Party must also be given to the other Cooperative Parties. Any Cooperative Party may, by written notice to the other Cooperative Parties, may designate a different Notice Address.

Section 8.3. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Cooperative Parties contained in this Cooperative Agreement and the Guaranty Agreement 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 member, official, employee or agent of the Authority, the County or the City or the Legislative Authorities of the Authority, the County of the City in other than their official capacities, and neither the members of such Legislative Authorities nor any official or employee executing this Cooperative Agreement or the Guaranty Agreement shall be liable personally on any of such documents or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the Authority, the County or the City contained in this Cooperative Agreement or the Guaranty Agreement.

Section 8.4. 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 successors and permitted assigns; provided rights and interests of the Authority, the Bank and the Borrower in connection with the obligations of the County and the City under this Cooperative Agreement and the Guaranty Agreement may not be assigned by the Authority, the Bank or the Borrower without the express written consent of the County and the City. This Cooperative Agreement and the Guaranty Agreement may be enforced only by the parties hereto, their permitted assignees and others who may, by law, stand in their respective places.

Section 8.5. Amendments and Supplements. This Cooperative Agreement may not be amended, modified, altered or terminated except in accordance with the terms hereof or as set forth in a writing signed by all of the Cooperative Parties.

Section 8.6. Execution Counterparts. This Cooperative Agreement may be executed in counterpart 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 8.7. 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 8.8. Limitation of Rights. With the exception of rights conferred expressly in this Cooperative Agreement and the Guaranty Agreement, nothing expressed or mentioned in or to be implied from this Cooperative Agreement or the Guaranty Agreement is intended or shall be construed to give to any Person other than the Cooperative Parties any legal or equitable right, remedy, power or claim under or with respect to this Cooperative Agreement or the Guaranty Agreement or any covenants, agreements, conditions and provisions contained herein or therein. This Cooperative Agreement and the Guaranty Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Cooperative Parties, as provided herein and therein.

Section 8.9. Governing Law. This Cooperative Agreement and the Guaranty Agreement shall be deemed to be contracts 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 VIII)

IN WITNESS WHEREOF, each of the Cooperative Parties have caused this Cooperative Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

SUMMIT COUNTY PORT AUTHORITY

By: _____
Christopher Burnham, President

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

COUNTY OF SUMMIT, OHIO

By: _____
James McCarthy, County Executive

Approved as to form
and correctness:

Director, Department of Law
Summit County, Ohio

CITY OF AKRON, OHIO

By: _____
Donald Plusquellic, Mayor

Approved as to form
and correctness:

Director of Law
City of Akron, Ohio

AKRON COMMUNITY SERVICE CENTER
AND URBAN LEAGUE, INC.

By: _____
Name: _____
Title: _____

FISCAL OFFICER'S CERTIFICATE
Summit County Port Authority

The undersigned, Secretary and Fiscal Officer of the Authority, hereby certifies that the moneys required to meet the obligations of the Authority during the year 2006 under the Cooperative Agreement have been lawfully appropriated by the Legislative Authority of the Authority for such purposes and are in the treasury of the 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.

Patricia McKay, Secretary and Fiscal Officer
Summit County Port Authority

Dated: October __, 2006

FISCAL OFFICER'S CERTIFICATE
County of Summit, Ohio

The undersigned, Fiscal Officer of the County of Summit, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 2006 under the Cooperative Agreement and the Guaranty Agreement have been lawfully appropriated by the County Council 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.

Fiscal Officer
County of Summit, Ohio

Dated: October __, 2006

FISCAL OFFICER'S CERTIFICATE
City of Akron, Ohio

The undersigned, fiscal officer of the City of Akron, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2006 under the Cooperative Agreement and the Guaranty Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City 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.

Director of Finance
City of Akron, Ohio

Dated: October __, 2006

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this “Guaranty Agreement”) is made as of October 1, 2006, by among the **COUNTY OF SUMMIT, OHIO**, a county and political subdivision organized and validly existing under the laws of the State of Ohio and its Charter (the “County”), and the **CITY OF AKRON, OHIO**, a municipal corporation duly organized and validly existing under the laws of the State of Ohio and its Charter (the “City,” and together with the County, collectively, the “Guarantors”), and **FIFTH THIRD BANK**, a bank organized and validly existing under the laws of the State of Ohio (the “Bank”). Capitalized words and terms not otherwise defined herein shall have the meanings assigned to them in the Cooperative Agreement dated as of October 1, 2006 (the “Cooperative Agreement”) among the Summit County Port Authority (the “Authority”), the Bank, the County, the City and Akron Community Service Center and Urban League, Inc., an Ohio nonprofit corporation (the “Borrower”).

RECITALS:

A. Pursuant to the Act, the Authority has determined to (i) issue, sell and deliver its Summit County Port Authority Tax-Exempt Development Revenue Bonds, Series 2006 (Akron Community Service Center and Urban League, Inc. Project) (the “Bonds”) in the aggregate principal amount of \$3,600,000 and (ii) loan the proceeds of the Bonds to the Borrower under the Loan Agreement to finance the costs of the Project.

B. To secure the Bonds under the Indenture and to enhance their marketability, the Borrower is causing the Bank to deliver to The Bank of New York Trust Company, N.A., as Trustee (the “Trustee”), the Bank’s irrevocable direct pay letter of credit (the “Letter of Credit”), for the account of the Borrower, in that stated amount of \$3,644,384 under the Reimbursement Agreement.

C. In order to enhance, foster, aid, promote and provide for economic development, recreation and education in the City and the County within the jurisdiction of the Authority by inducing (i) the Authority to issue the Bonds and loan the proceeds of the Bonds to the Borrower to finance the costs of the Project and (ii) the Bank to issue the Letter of Credit, the County and the City have agreed to enter into the Cooperative Agreement and to deliver this Guaranty Agreement to the Bank.

D. The County and the City each have full right and lawful authority to enter into this Guaranty Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the covenants contained herein and the recitals herein expressed and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the County hereby agrees as follows:

1. Representations and Warranties of County. The County represents and warrants as follows:

(a) The County is a county and political subdivision duly organized and existing under the laws of the State and its Charter. It has the power under the laws and its Charter to enter into this Guaranty Agreement and perform its agreements hereunder. It has been authorized to enter into this Guaranty Agreement by all necessary and proper action of its Legislative Authority. The execution and delivery by it of this Guaranty Agreement and the performance of its obligations under this Guaranty Agreement do not contravene or constitute a default under any agreement, indenture, commitment, provision of its Charter or other requirement of law to which it is a party or by which it is bound.

(b) This Guaranty Agreement is made under the Cooperative Agreement and in furtherance of the public purposes of the County and the assumption by the County of its obligations under this Guaranty Agreement will benefit the residents of the County.

(c) As an inducement (i) to the Authority to issue the Bonds and loan the proceed of the Bonds to the Borrower to finance the costs of the Project and (ii) to the Bank to issue the Letter of Credit to secure the Bonds and enhance their marketability, and in consideration thereof, the County has authorized, executed and delivered this Guaranty Agreement to the Bank.

2. Representations and Warranties of City. The City represents and warrants as follows:

(a) The City is a municipal corporation duly organized and existing under the laws of the State and its Charter. It has the power under the laws and its Charter to enter into this Guaranty Agreement and perform its agreements hereunder. It has been authorized to enter into this Guaranty Agreement by all necessary and proper action of its Legislative Authority. The execution and delivery by it of this Guaranty Agreement and the performance of its obligations under this Guaranty Agreement do not contravene or constitute a default under any agreement, indenture, commitment, provision of its Charter or other requirement of law to which it is a party or by which it is bound.

(b) This Guaranty Agreement is made under the Cooperative Agreement and in furtherance of the public purposes of the City and the assumption by the City of its obligations under this Guaranty Agreement will benefit the residents of the City.

(c) As an inducement (i) to the Authority to issue the Bonds and loan the proceed of the Bonds to the Borrower to finance the costs of the Project and (ii) to the Bank to issue the Letter of Credit to secure the Bonds and enhance their marketability, and in consideration thereof, the City has authorized, executed and delivered this Guaranty Agreement to the Bank.

3. Guaranty. The County and the City each guarantee, but only from their respective Nontax Revenues, the full and prompt payment when due in any given calendar year of each party's one-half share (50% County and 50% City) of the Reimbursement Obligations not made

when due by the Borrower under the Reimbursement Agreement for the payment of (a) interest due on the Bonds in such year and (ii) the scheduled optional redemption of the Bonds in such year in accordance with the Optional Redemption Schedule (the “Guaranteed Obligations”). This Guaranty Agreement is not a guaranty of collection, but rather this Guaranty Agreement is, subject to the terms hereof and the Cooperative Agreement, an irrevocable, absolute and unconditional guarantee of payment of the Guaranteed Obligations.

The obligations of the County and the City to make payments under this Guaranty Agreement are limited to the Nontax Revenues, respectively, of the County and the City. For the purposes of this Guaranty Agreement, “Nontax Revenues” means:

(a) as to the City, means all money of the City that is not money raised by taxation, to the extent available for payment under the Guaranty Agreement, 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 City’s General Fund; (d) fees deposited in the City’s General Fund from properly imposed licenses and permits; (e) investment earnings on the City’s General Fund and that are credited or transferred to the City’s General Fund; (f) investment earnings of other funds of the City that are credited to the City’s General Fund; (g) proceeds from the sale of assets that are deposited in the City’s General Fund; (h) rental income that is deposited in the City’s General Fund; (i) gifts and donations that are received and deposited in the City’s General Fund; and (j) charges for services and payments received in reimbursement for services that are deposited in the City’s General Fund; provided, Nontax Revenues does not include any funds in the City’s Knight Estate Fund; and

(b) as to the County, means all money of the County that is not money raised by taxation, to the extent available for payment under the Guaranty Agreement, 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.

The maximum liability of each of the County and the City under this Guaranty Agreement while the Bonds remain outstanding may not exceed an amount equal to each party’s one-half share of the Reimbursement Obligations not made when due by the Borrower under the Reimbursement Agreement. The County and the City shall not be responsible for any payment of the other party’s share of the Reimbursement Obligations.

4. Default Notice; Payment of Guaranteed Obligations. The Bank shall provide written notice (the “Default Notice”) to the County and the City at the Notice Address for each in the event that the Borrower fails to pay to the Bank any Reimbursement Obligation when due under the Reimbursement Agreement. The Default Notice shall be provided in the manner provided in the Cooperative Agreement. The County and the City agree to pay to the Bank their respective shares of the Guaranteed Obligations within 30 days of receipt of the Default Notice.

5. Limited Obligations. The obligations of the County and the City under this Guaranty Agreement do not represent or constitute a general obligation, debt or pledge of the faith or credit or taxing power of the County or the City. The obligations of the County and the City under this Guaranty Agreement are special obligations of the County and the City, respectively, payable solely from their Nontax Revenues. Neither the Bank, the Authority, the Trustee nor any holder of the Bonds have any right to have taxes levied by the County or the City for the payment of any obligations under this Guaranty Agreement.

6. Optional Redemption of Bonds; Acceleration of Bonds. The Bank agrees that it shall not, without the prior written consent of the County and the City, amend the Optional Redemption Schedule so as to increase or accelerate the principal amount of Bonds to be optionally redeemed in any calendar year. The Bonds may be optionally redeemed in accordance with the Optional Redemption Schedule only.

Notwithstanding the preceding paragraph, if at any time sufficient moneys have been paid to the Trustee or the Trustee otherwise holds sufficient moneys in the Bond Fund available for that purpose in an aggregate amount necessary to permit the redemption or defeasance of all of the outstanding Bonds in accordance with the Indenture so that after such payment or defeasance none of the Bonds will be outstanding under the Indenture, then the Authority and the Borrower have agreed under the Cooperative Agreement to direct the Trustee to cause that redemption or defeasance in accordance with the Indenture. Upon such redemption or defeasance of all of the outstanding Bonds, this Guaranty Agreement shall terminate.

The Bank agrees that as long as the County and the City shall paid their respective Guaranteed Obligations when due under this Guaranty Agreement, the Bank agrees that it shall not, by reason of (b) an “Event of Default” by the Borrower under, and as defined in, the Reimbursement Agreement or (ii) and “Event of Default” under, and as defined in, the Indenture, direct the Trustee to declare all of the principal of the Bonds then outstanding to be in accordance with Section 6.03 of the Indenture, without first having obtained the prior written consent of the County and the City.

7. No Set-Off. No set-off, counterclaim, reduction or diminution of an obligation, or any defense of any kind or nature which the Guarantors have or may have against the Bank or the Borrower will be available under this Guaranty Agreement to the Guarantors against the Bank or the Borrower.

8. Selection of Remedies. In the event of a default in payment by the County or the City of any of their respective Guaranteed Obligations, the Bank, in its sole discretion, may proceed first and directly against the County and the City under this Guaranty Agreement, without proceeding with or exhausting any other remedies that it may have against the Borrower

and without resorting to any other security held by the Bank and upon such an event, the County and City shall have subrogation rights for all of the Bank's remedies and other security rights it has against the Borrower.

9. Miscellaneous.

(a) This Guaranty is entered into by the Guarantors for the benefit of the Bank and their respective successors and permitted assigns, all of who shall be entitled to enforce the performance and observance of the provisions of this Guaranty Agreement to the same extent as if they were parties to this Guaranty; provided however this Guaranty Agreement and the obligations of the County and the City to pay their respective Guaranteed Obligations hereunder may not be assigned by the Bank without the prior written consent of the County and the City.

(b) No amendment, change or modification of the Cooperative Agreement, the Reimbursement Agreement or the Loan Agreement may be made that would increase each of the Guarantors' maximum monetary obligations under this Guaranty Agreement without the prior written consent of the County and the City.

(c) No remedy conferred upon or reserved to the Bank under this Guaranty Agreement is intended to be exclusive of any other available remedy or remedies, but each is cumulative and is in addition to every other remedy given or available under this Guaranty Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure to perform under this Guaranty Agreement impairs or waives such right or power, and any such right or power may be exercised from time to time and as often as may be deemed expedient. If any provision of this Guaranty Agreement is breached by any party and thereafter waived by the other party, the waiver will be limited to the particular breach so waived and will not waive any other breach of this Guaranty Agreement. No waiver, amendment, release or modification of this Guaranty Agreement may be established by conduct, custom or source of dealing, but solely by an instrument in writing executed by the parties to this Guaranty Agreement.

(d) This Guaranty shall be construed in accordance with the laws of the State of Ohio.

(e) If any term or provision of this Guaranty shall be held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

(f) To secure the obligations of the Borrower to the County and City under this Agreement, the Borrower has delivered to the County and the City the Guaranty Mortgage. This Guaranty Mortgage shall be subordinate to the Bank Mortgage.

IN WITNESS WHEREOF, the parties have executed this Guaranty Agreement as of date first written above.

COUNTY OF SUMMIT, OHIO

Approved as to form
and correctness:

By: _____
James McCarthy, County Executive

Director, Department of Law
Summit County, Ohio

CITY OF AKRON, OHIO

Approved as to form
and correctness:

By: _____
Donald Plusquellic, Mayor

Director of Law
City of Akron, Ohio

FIFTH THIRD BANK

By: _____
Name: _____
Title: _____

FISCAL OFFICERS CERTIFICATE
Summit County, Ohio

The undersigned, the Fiscal Officer of the County of Summit, Ohio, under the foregoing Guaranty Agreement, certifies that the moneys required to meet the obligations of the County during the year 2006 under the Guaranty Agreement have been lawfully appropriated by the County Council of the County for that purpose, and are in the treasury or in the process of collection to the credit of an appropriate fund in the treasury, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
County of Summit, Ohio

Dated: October __, 2006

FISCAL OFFICERS CERTIFICATE
City of Akron, Ohio

The undersigned, the fiscal officer of the City of Akron, Ohio, under the foregoing Guaranty Agreement, certifies that the moneys required to meet the obligations of the City during the year 2006 under the Guaranty Agreement have been lawfully appropriated by the City Council of the City for that purpose, and are in the treasury or in the process of collection to the credit of an appropriate fund in the treasury, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance
City of Akron, Ohio

Dated: October __, 2006