

# CITY OF OBERLIN, OHIO

## ORDINANCE No. 15-11 AC CMS

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$3,325,000 TO REFUND AT A LOWER INTEREST COST THE CITY'S OUTSTANDING MUNICIPAL SERVICE CENTER COMPLEX BONDS, SERIES 2007, WHICH WERE ISSUED FOR THE PURPOSE OF CONSTRUCTING, FURNISHING, EQUIPPING, AND OTHERWISE IMPROVING A MUNICIPAL SERVICE CENTER COMPLEX, INCLUDING ACCESS ROADWAYS AND ALL NECESSARY UTILITIES AND APPURTENANCES, AND CLEARING AND IMPROVING ITS SITE, AUTHORIZING THE REDEMPTION OF THE REFUNDED BONDS, THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT WITH RESPECT TO THE REFUNDING AND RELATED MATTERS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 07-67, passed August 20, 2007 (the "2007 Bond Ordinance"), bonds in the principal amount of \$4,200,000 dated September 13, 2007 (the "Outstanding 2007 Bonds") were issued for the purpose of constructing, furnishing, equipping, and otherwise improving a municipal service center complex, including access roadways and all necessary utilities and appurtenances, and clearing and improving its site (the "Project"); and

WHEREAS, this Council finds and determines that it will be in the City's best interest to issue general obligation bonds in accordance with Chapter 133 of the Ohio Revised Code in the maximum aggregate principal amount of \$3,325,000 (the "Bonds") to refund at a lower interest cost all of the Outstanding 2007 Bonds maturing on and after December 1, 2015 (collectively, the "Refunded Bonds"), which Refunded Bonds are subject to prior redemption at the option of the City in whole or in part on any date on or after June 1, 2015 at a redemption price of 100%, plus accrued interest to their redemption date, and to pay any expenses relating to that refunding and the issuance of the Bonds; and

WHEREAS, the Finance Director, as fiscal officer of this City, has certified to this Council that the estimated life or period of usefulness of the Project was, at the time the original indebtedness for the Project was incurred, at least five years, and that the maximum maturity of the Bonds is no earlier than December 1, 2027;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, not less than five-sevenths (5/7ths) of all members elected thereto concurring, that:

Section 1: Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof.

“Bond proceedings” means, collectively, this Ordinance, the Certificate of Award and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

“Bond Register” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“Bond Registrar” means the bank or trust company appointed pursuant to Section 4 of this Ordinance as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, “Bond Registrar” shall mean the successor Bond Registrar.

“Bond Registrar Agreement” means the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and executed by the City Manager and the Fiscal Officer in accordance with Section 4.

“Bonds” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“Book entry form” or “book entry system” means a form or system under which (a) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry and (b) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee as registered owner, with the Bonds “immobilized” in the custody of the Depository or its agent. The book entry maintained by others than the City is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“Certificate of Award” means the certificate authorized by Section 6(a), to be executed by the Fiscal Officer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

“City Manager” means the City Manager appointed by this Council pursuant to Section V(A) of the City Charter or, in the event of a vacancy in such position, the Assistant City Manager pursuant to the City Charter.

“Closing Date” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“Code” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any

applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Fiscal Officer” means the Finance Director of the City.

“Interest Payment Dates” means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date determined by the Fiscal Officer in the Certificate of Award, which date shall not be later than December 1, 2015.

“Original Purchaser” means the purchaser of the Bonds designated by the Fiscal Officer in the Certificate of Award.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“Principal Payment Dates” means December 1 in each of the years from and including 2015 to and including 2027.

“Redemption Date” means a date no later than November 15, 2015 determined by the Fiscal Officer in the Certificate of Award.

“Serial Bonds” means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

“Term Bonds” means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2: Authorized Principal Amount and Purpose. This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in one lot in the maximum principal amount of \$3,325,000 (the Bonds) to refund at a lower interest cost the Refunded Bonds, which were issued for the purpose of paying costs of the Project, including the payment of expenses relating to the refunding of the Refunded Bonds and the issuance of the

Bonds. The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The aggregate principal amount of Bonds to be issued shall not exceed the maximum aggregate principal amount specified in this Section 2 and shall be an amount determined by the Fiscal Officer in the Certificate of Award to be required to be issued for the purpose stated in this Section 2, taking into account any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, the costs of refunding the Refunded Bonds, the costs of issuance of the Bonds and the principal and interest necessary to call the Bonds for redemption as provided in Section 9 hereof, and other funds available for those purposes.

Section 3: Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be later than October 1, 2015 nor more than 60 days prior to the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be determined by the Fiscal Officer in the Certificate of Award, which rate shall not exceed 7.0% for any maturity. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Fiscal Officer, subject to subsection (c) of this Section, in the Certificate of Award, consistent with the Fiscal Officer's determination of the best interest of and financial advantages to the City.

Consistent with the foregoing and in accordance with the Fiscal Officer's determination of the best interest of and financial advantages to the City, the Fiscal Officer shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount

of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that (i) the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other such fiscal year and (ii) the aggregate principal and interest payments to be made on the Bonds are less than the aggregate principal and interest payments that would remain to be made on the Refunded Bonds in the absence of any call for optional redemption of the Refunded Bonds.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the designated corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15<sup>th</sup> day of the calendar month next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Fiscal Officer, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Certificate of Award (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the 15<sup>th</sup> day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Fiscal Officer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement

for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Fiscal Officer, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities, if any, specified in the Certificate of Award shall be subject to redemption by and at the sole option of the City, in whole or in part in integral multiples of \$5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Fiscal Officer in the Certificate of Award; provided that the redemption price for the earliest optional redemption date shall not be greater than 102% and the first redemption date shall not be later than ten years and six months after the date of issuance of the Bonds.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Fiscal Officer to the Bond Registrar, given upon the direction of this Council through a resolution or an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities selected by the City. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond

Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (i) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (ii) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so

held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4: Execution and Authentication of Bonds; Appointment of Bond Registrar.  
The Bonds shall be signed by the City Manager and the Fiscal Officer, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Fiscal Officer, shall be numbered as determined by the Fiscal Officer in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 of the Revised Code and this Ordinance.

The Bank of New York Mellon Trust Company, N.A., shall be the initial Bond Registrar, unless in the Certificate of Award the Fiscal Officer designates a different bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The City Manager and the Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Bond Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Fiscal Officer on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5: Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at the office satisfactory to the Fiscal Officer and the Bond Registrar. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond



Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15<sup>th</sup> day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Fiscal Officer determines in the Certificate of Award that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized: (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and

transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Fiscal Officer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Fiscal Officer does not or is unable to do so, the Fiscal Officer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Fiscal Officer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with a book entry system for the Bonds.

Section 6: Sale of the Bonds.

(a) To the Original Purchaser. The Bonds are sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Fiscal Officer in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the Fiscal Officer with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance. The Fiscal Officer is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Fiscal Officer shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The City Manager, the Fiscal Officer, the City Law Director, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

(b) Primary Offering Disclosure – Official Statement. The Preliminary Official Statement of the City relating to the original issuance of the Bonds substantially in the form now on file with the Fiscal Officer is approved (the “Preliminary Official Statement”). The distribution and use of the Preliminary Official Statement is hereby approved. The City Manager

and the Fiscal Officer, on behalf of the City and in their official capacities, are authorized and directed to (i) complete the Preliminary Official Statement, with such modifications, completions, changes and supplements as those officers shall approve or authorize, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City or is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4), (iii) use and distribute, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of Securities and Exchange Commission Rule 15c2-12 (the Rule). The City Manager and Fiscal Officer are authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and Fiscal Officer and by Director of Law on behalf of the City, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Fiscal Officer is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Rating or Bond Insurance; Financing Costs. If, in the judgment of the Fiscal Officer, the filing of an application for (i) a rating on the Bonds by one or more nationally recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Fiscal Officer is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Original Purchaser, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Fiscal Officer is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with the obtaining of that bond insurance. Any actions heretofore taken in conformance herewith are hereby ratified, confirmed and approved.

The expenditure of the amounts necessary to secure those ratings and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, to

the extent not paid by the Original Purchaser, is authorized and approved, and the Fiscal Officer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7: Application of Proceeds. The proceeds from the sale of the Bonds (except any premium and accrued interest as discussed below) shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any proceeds to be used for the payment of any expenses properly allocable to the issuance of the Bonds, as determined by the Fiscal Officer, shall be paid into the proper fund or funds. Any proceeds representing premium actually received by the City and accrued interest shall be paid into Escrow Fund, as provided in Section 11.

Section 8: Provisions for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due. In each year to the extent money from the municipal income tax is available for the payment of the debt charges on the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges. Nothing in this paragraph in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Bonds.

Section 9. Call for Redemption. Acting pursuant to the 2007 Bond Ordinance, this Council determines that, subject to the determination of the Fiscal Officer that interest rates available on the sale date will enable the City to obtain an interest rate savings on a net present value, it is necessary and in the best interest of the City to refund the Refunded Bonds and to redeem the Refunded Bonds by optional redemption and the Refunded Bonds are hereby called for redemption on the Redemption Date, at the redemption price of 100% of the principal amount thereof plus accrued interest to the Redemption Date. The Fiscal Officer is hereby authorized and directed to cause those Refunded Bonds to be called for redemption on the Redemption Date, and to arrange for the notice of redemption to be given in accordance with the applicable provisions of the 2007 Bond Ordinance.

Section 10. Escrow Agreement. The Bank of New York Mellon Trust Company, N.A., or its successor, is authorized and appointed to act as the escrow agent (the Escrow Agent) with respect to the refunding of the Refunded Bonds and to cause notice of the refunding of the Refunded Bonds to be given in accordance with the Escrow Agreement hereinafter defined. The City Manager and Fiscal Officer shall sign and deliver, in the name and on behalf of the City, an agreement (the Escrow Agreement) between the City and the Escrow Agent, in substantially the form as is now on file with the Clerk of Council. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or to be appropriated for that purpose.

Section 11. Escrow Fund. There is created under the Escrow Agreement a trust fund as provided in the Escrow Agreement (the Escrow Fund) which shall be held and maintained by the Escrow Agent in trust for the registered owners of the Refunded Bonds and is pledged for the payment of principal of and interest and any redemption premium on the Refunded Bonds, all in accordance with the provisions of the Escrow Agreement. The Fiscal Officer is hereby authorized and directed to transfer to the Escrow Agent for deposit in the Escrow Fund (i) any funds on deposit in the Bond Retirement Fund or otherwise available for the payment of debt charges on the Refunded Bonds to the extent required to effect the redemption of the Refunded Bonds and (ii) all of the proceeds from the sale of the Bonds other than those needed for issuance costs of the Bonds and for the costs of refunding of the Refunded Bonds, as determined by the Fiscal Officer, and excepting any accrued interest. Those funds are appropriated and shall be used to pay principal of and interest on the Refunded Bonds, as provided in the Escrow Agreement.

The funds deposited in the Escrow Fund shall be (a) held in cash to the extent that they are not needed to make the investments hereinafter described and/or (b) invested in direct obligations of, or obligations guaranteed as to payment by, the United States of America (within the meaning of Section 133.34(D) of the Revised Code) that mature or are subject to redemption by and at the option of the holder, in amounts sufficient, together with any uninvested cash in the Escrow Fund but without further investment or reinvestment, for (i) the payment of interest on the Refunded Bonds to the extent due prior to the date of redemption, and (ii) the payment of principal and interest on the Refunded Bonds on the date of redemption as provided in this Ordinance and the Escrow Agreement. If the Fiscal Officer determines it to be necessary or desirable in connection with the refunding of the Refunded Bonds, any securities deposited into the Escrow Fund may be certified by an independent accounting firm to be selected by the Fiscal Officer (the "Verification Agent"), to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or interest earnings therefrom, together with any such cash deposited with and to be retained in that form by the Escrow Trustee, be sufficient to pay the principal of and interest

and any redemption premium on the Refunded Bonds through the date of redemption. After the redemption of and payment in full of the principal of and interest on the Refunded Bonds, any moneys remaining in the Escrow Fund shall be transferred to the Bond Retirement Fund.

If U.S. Treasury Securities -- State and Local Government Series are to be purchased for the Escrow Fund, the Escrow Agent is hereby specifically authorized to file, on behalf of the City, subscriptions for the purchase and issuance of those U.S. Treasury Securities - State and Local Government Series. If, in the judgment of the Fiscal Officer, an open-market purchase of obligations described in (b) in the preceding paragraph for the Escrow Fund is in the best interest of and financially advantageous to this City, the Fiscal Officer or any other officer of the City, on behalf of the City and in his official capacity, may purchase and deliver such obligations, engage the services of a financial advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken by any of those officers in connection with the foregoing are hereby ratified and approved.

Section 12: Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of them for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for them, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The City hereby represents that the Outstanding 2007 Bonds were designated or deemed designated as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Code. The City hereby covenants that it will redeem the Outstanding 2007 Bonds from proceeds of, and within 90 days after issuance of, the Bonds, and represents that all other conditions are met for treating an amount of the Bonds not in excess of the amount of the Outstanding 2007 Bonds as "qualified tax-exempt obligations" and as not to be taken into account under subparagraph (D) of Section 265(b)(3) of the Code, without necessity for further designation, by reason of subparagraph (D)(ii) of Section 265(b)(3) of the Code. Any amount of the Bonds in excess of the amount of the Outstanding 2007 Bonds, determined in accordance with Section 265(b)(3) of the Code, or

otherwise not eligible for treatment as “qualified tax-exempt obligations” (the Designated Amount), is hereby designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. In that connection, the City hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Bonds are issued, (i) have not issued and will not issue tax-exempt obligations designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code, including the Designated Amount of the Bonds, in an aggregate amount in excess of \$10,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Designated Amount of the Bonds, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$10,000,000, unless the City first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Bonds as “qualified tax-exempt obligations.” Further, the City represents and covenants that, during any time or in any manner as might affect the status of the Bonds as “qualified tax-exempt obligations”, it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The City further represents that the Bonds are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The Fiscal Officer, or any other officer of the City having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt charges on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal

income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 13: Certification and Delivery of Ordinance and Certificate of Award. The Fiscal Officer is directed to deliver a certified copy of this Ordinance and the Certificate of Award to the County Auditor of Lorain County.

Section 14: Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 8) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 15: Bond Counsel Services. The legal services of Squire Patton Boggs (US) LLP, as bond counsel are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinions upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services, whether or not the Bonds are ever issued. The Fiscal Officer is authorized and directed, to the extent they are not paid by the Original Purchaser, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 16: Financial Advisor Services. The services of Sudsina & Associates, LLC, as financial advisor, be and are hereby retained. The financial advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those financial advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those financial advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those financial advisory services. The Fiscal Officer is authorized and directed, to the extent they are not paid by the Original Purchaser, to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.



Section 17: Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.


Section 18: Statement of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance must be immediately effective so that the Bonds can be delivered at the earliest possible date to enable the City to refund at a lower overall interest cost and redeem the Refunded Bonds upon terms in the best interest of and advantageous to the City and thereby achieve interest rate savings available under current favorable market conditions; wherefore, this Ordinance shall be in full force and effect immediately upon its passage.


PASSED: 1st Reading: March 16, 2015 (S)(E)

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

ATTEST:

  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

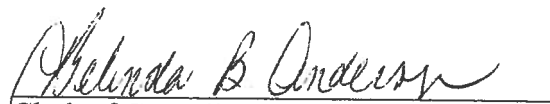
  
H. SCOTT BROADWELL  
PRESIDENT OF COUNCIL

POSTED: 03/17/2015

EFFECTIVE DATE: 03/16/2015

## POSTING CERTIFICATE

The undersigned, Clerk of Council of the City of Oberlin, Ohio, does hereby certify that Ordinance No. 15- 11 passed March 16, 2015, was duly posted for public inspection on March 17, 2015, at City Hall and at two (2) or more public locations, with copies made available at the office of the undersigned.

  
Clerk of Council  
City of Oberlin, Ohio

Dated: March 17, 2015

## **Bond Ordinance 15-11 AC CMS**

**These documents, attached, are to be kept on file, and available for review, at the City of Oberlin's Clerk of Council's office.**

- 1. Bond Registrar Agreement**
- 2. Continuing Disclosure Agreement**
- 3. Escrow Agreement**

§ \_\_\_\_\_  
City of Oberlin, Ohio  
Municipal Service Center Complex Refunding Bonds, Series 2015

**BOND REGISTRAR AGREEMENT**

THIS BOND REGISTRAR AGREEMENT (the Agreement) is made and entered into as of \_\_\_\_\_, 2015, and under the circumstances summarized in the following recitals, by and between **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** (the Bond Registrar), a national banking association organized and validly existing under the laws of the United States of America, and the **CITY OF OBERLIN, OHIO** (the City), a municipal corporation and political subdivision duly organized and validly existing under its Charter and the Constitution and laws of the State of Ohio, in connection with the issuance and servicing of \$ \_\_\_\_\_ City of Oberlin, Ohio, Municipal Service Center Complex Refunding Bonds, Series 2015 (the Bonds), dated \_\_\_\_\_, 2015:

A. By Ordinance No. 15-\_\_\_\_\_, passed by the City Council on \_\_\_\_\_, 2015 (the Bond Ordinance), and the Certificate of Award dated \_\_\_\_\_, 2015, signed by the Finance Director of the City pursuant to the Bond Ordinance, a copy of which is either attached or separately provided in the transcript of proceedings for the Bonds, the City has authorized the issuance and sale of the Bonds.

B. By the Bond Ordinance and pursuant to Section 9.96 and Chapter 133 of the Revised Code, the City has appointed the Bond Registrar as its agent to act as authenticating agent, bond registrar, transfer agent and paying agent for and in connection with the Bonds, and has authorized and directed the Bond Registrar to keep all the books and records necessary for registration, exchange and transfer of the Bonds (the Bond Register).

C. The City has determined that the Bonds will be initially issued and issuable in book entry form, with one fully registered Bond for each maturity, registered in the name of CEDE & Co., as nominee for The Depository Trust Company, New York, New York (DTC). The fully registered Bonds will be deposited with and retained in the custody of DTC or the Bond Registrar as its agent pursuant to any custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system for use in a book entry system. The City has executed, and DTC has accepted, the Blanket Issuer Letter of Representations to DTC, a copy of which is either attached or separately provided in the transcript of proceedings for the Bonds (the DTC Letter).

D. Capitalized words and terms used herein and not otherwise defined shall have the meanings set forth in the Bond Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the City and the Bond Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Bonds:

(a) The City will deliver to the Bond Registrar no later than one business day prior to the day set for delivery of the Bonds to the Original Purchaser (the Closing):

(i) Specimens of the signatures or facsimile signatures of the officers of the City whose signatures or facsimile signatures appear on the Bonds.

(ii) A Bond form for each maturity of the Bond, completed with numbers, principal amounts, and denominations and listing CEDE & Co., as nominee for DTC, as the registered owner, to be delivered at the Closing (the Bond Forms).

(iii) a completed Request to Authenticate and Deliver in the form attached as **Exhibit A**:

(b) The Bond Registrar shall review the Bonds to be delivered at the Closing to confirm the numbers, principal amounts, interest rates, denominations, CUSIP numbers (if applicable) and other pertinent information and record the name and address of CEDE & Co., as registered owner of the Bonds, in the Bond Register, so as to permit delivery of those Bonds at the time and place of the Closing.

(c) No later than one business day before Closing, the Bond Registrar, through one or more duly authorized officers or employees, or through another authorized person acting as an agent of the Bond Registrar and approved by the City, shall sign the Certificate of Authentication on each of the Bonds to be delivered at the Closing and shall cause the Bonds to be delivered to DTC or its agent for the purpose at least one business day prior to the Closing, against a safekeeping receipt provided by DTC. No further disposition or release will be made of the Bonds or interests in the Bonds until payment for the Bonds has been made by \_\_\_\_\_ (the Original Purchaser), to the City in accordance with the instructions in the Request to Authenticate and Deliver.

(d) Upon confirmation from the City of its receipt of the purchase price for the Bonds, the Bond Registrar will, on behalf of the City, contact DTC and authorize the Bonds to be released and delivered in accordance with the instructions in the Request to Authenticate and Deliver.

(e) The City consents to the Bond Registrar acting as agent for DTC pursuant to an existing custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system.

Section 2. The Bond Registrar shall notify the City of any need for additional Bond Forms in sufficient time to permit an adequate supply to be available for the purposes set forth in Section 4, if, as and when required.

Section 3. So long as any of the Bonds remain outstanding the Bond Registrar will keep and maintain at its designated corporate trust office the Bond Register, on which it will maintain a current and accurate record of the names and addresses of the Owners, and shall perform, without

limitation, authentication, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Bonds, all in accordance with this Agreement, the Bond Ordinance, Section 9.96 of the Revised Code and any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and regulations, proposed regulations and rulings under that Section 149(a).

Section 4. As used in this Section:

“Book Entry Form” or “Book Entry System” means a form or system under which (i) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry and (ii) physical Bond certificates in fully registered form are issued only to a Depository or its nominee as registered owner, with the physical Bond certificates deposited with and retained in the custody of the Depository or its agent. The book entry maintained by others than the City or the Bond Registrar is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

“Depository” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book Entry System to record ownership of book entry interests in Bonds or the principal of and interest on the Bonds, and to effect transfers of Bonds, in Book Entry Form, and includes and means initially DTC.

“Participant” means any participant contracting with a Depository under a Book Entry System and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Bonds shall be originally issued to a Depository for use in a Book Entry System and: (i) such Bonds shall be registered in the name of the Depository or its nominee, as Owner, and deposited with and retained in the custody of the Depository or its agent; (ii) there shall be a single, fully registered Bond representing each maturity; and (iii) such Bonds shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository, without further action by the City as set forth in the Bond Ordinance. The owners of book entry interests in the Bonds shall not, except as provided in the Bond Ordinance, have any right to receive Bonds in the form of physical certificates. The City and the Bond Registrar shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

Subject to the provisions of Section 5(c) of the Bond Ordinance, the City and the Bond Registrar will recognize and treat the Depository as the owner of the Bonds for all purposes, including payment of debt charges, redemption and other notices and enforcement of remedies. Crediting of debt charge payments and transmittal of notices and other communications by the Depository to Participants, by Participants to indirect Participants, and by Participants and indirect Participants to the book entry interest owners, will be handled under arrangements among them.

Neither the City nor the Bond Registrar shall have any responsibility or liability for any aspects of the records relating to, or payments made on account of, book entry interest ownership, or for maintaining, supervising or reviewing any records relating to such ownership; or for the

distribution by the Depository, Participants or others to the book entry interest owners of (i) payments of debt charges paid on the Bonds or (ii) redemption or other notices sent to the Depository as the registered owner, or that they will do so on a timely basis.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a Book Entry System, the City may attempt to have established a securities depository/book entry system relationship with another qualified Depository pursuant to the Bond Ordinance. If the City does not or is unable to do so, the City, after the Bond Registrar, at the direction of the City, has made provision for notification of the owners of book entry interests in the Bonds by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository or its agent, and authenticate and deliver Bond certificates in fully registered form to the assignees of the Depository or its nominee. If the event is not the result of City action or inaction, such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing, or otherwise preparing, and delivering such replacement Bonds), of those persons requesting that authentication and delivery. Such replacement Bonds shall be in Authorized Denominations.

The City and the Bond Registrar hereby covenant and agree to perform any and all of their respective duties and obligations arising under the DTC Letter.

Section 5. In accordance with the Bond Ordinance and except as provided with respect to Bonds in Book Entry Form as provided in Section 4 hereof, the Bond Registrar shall:

(a) Exchange or transfer Bonds upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, and shall complete, authenticate and deliver new Bonds to the Owner or its agent or the new Owner of the transferred Bonds or its agent in an authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered. The new Bonds will bear interest at the same rate and mature on the same date as the surrendered Bonds.

(b) Record the exchange or transfer of any Bond on the Bond Register.

(c) If manual signatures on behalf of the City are required, undertake the above actions only after the new Bonds are signed by the authorized officers of the City.

(d) Complete the transfer or exchange, and completion, authentication and delivery of the new Bonds, in accordance with the standards and conditions applicable to registered corporate securities established in the Securities and Exchange Commission regulation §240.17 Ad-1 and -2 as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

Section 6. Every exchange or transfer of the Bonds will be made without charge to the Owners, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or

transfer. The Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer.

Section 7. The Bonds maturing on and after December 1, \_\_\_\_, are subject to optional redemption by the City beginning on December 1, \_\_\_\_, as provided in the Bond Ordinance and the Certificate of Award. Those Bonds shall be optionally redeemed only by written notice from the City to the Bond Registrar, given upon direction by the City by adoption of a resolution or passage of an ordinance. That notice shall specify the redemption date and the principal amount of the Bonds to be redeemed and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar. [The Bonds maturing on December 1, \_\_\_\_ (the Term Bonds) are subject to mandatory sinking fund redemption by the City on December 1, \_\_\_\_\_. The Bond Registrar shall call the Term Bonds for mandatory redemption without notice from the City as provided in the Bond Ordinance and that Certificate of Award. The Bond Registrar shall give notice of optional and mandatory redemption of Bonds, call Bonds, hold moneys provided by the City for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay those moneys to those Owners, all in accordance with the provisions of the Bond Ordinance, that Certificate of Award, this Agreement and the DTC Letter.]

The Bond Registrar shall not be required to make any exchange or transfer of a Bond during the period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or to transfer or exchange any Bond selected for redemption, in whole or in part.

Section 8. The Bond Registrar shall complete, authenticate, deliver and register new Bonds to replace Bonds lost, stolen, destroyed or mutilated upon receiving written instructions to do so from the Finance Director together with evidence of indemnification by the Owner of the City and the Bond Registrar in a form satisfactory to the City and the Bond Registrar.

Section 9. The Bond Registrar shall cancel any Bonds surrendered to it pursuant to the Bond Ordinance for payment or retirement or for exchange, replacement or transfer. Written reports of surrender and cancellation of the Bonds shall be made to the Finance Director by the Bond Registrar upon written request. Unless otherwise directed by the City or other lawful authority, canceled Bonds shall be retained and stored by the Bond Registrar for a period of seven years. After that time, or at any earlier time as authorized by the City, the canceled Bonds may, at the direction of the Finance Director, be either returned to the City or destroyed by the Bond Registrar by shredding or cremation, and certificates of that destruction (describing the manner of that destruction) shall be provided by the Bond Registrar to the Finance Director.

Section 10. The Bond Registrar shall retain and store the Bond Register for seven years after payment of all of the Bonds. At any time and upon request by the City, the Bond Registrar shall permit the City to inspect the Bond Register and will provide the City with a copy of the Bond Register. The Bond Registrar and the City acknowledge that pursuant to Section 9.96 of the Revised Code the Bond Register is not a "public record" under Ohio law. In the event of a request to the Bond Registrar by any person other than the City for inspection of the Bond Register, the Bond Registrar shall notify the Finance Director and will not permit that inspection unless it is



approved by the Finance Director, except that the Bond Registrar may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 11. The Bond Registrar shall pay the debt charges on the Bonds in accordance with the Bond Ordinance, the Certificate of Award and the DTC Letter, but only from money deposited with the Bond Registrar by the City for that purpose. The City shall cause funds to be on deposit with the Bond Registrar in an amount sufficient and available to pay the interest, or principal and interest, then to be due no later than 10:00 a.m. (Ohio time) on the business day immediately preceding the day on which that payment is to be made. Any of those moneys which shall be so held by the Bond Registrar, and which remain unclaimed for a period of four years after the due date thereof by the Owner of the Bond not presented for payment or a check or draft not cashed, shall be paid to the City free of any trust or lien upon request in writing by the City. Thereafter, the Owner of that Bond shall look only to the City for payment and then only to the amounts so received by the City without any interest thereon, and the Bond Registrar shall have no responsibility with respect to those moneys.

Section 12. The Bond Registrar agrees to undertake the duties and obligations and to perform all services contemplated to be performed under this Agreement. For these services, the City shall pay the Bond Registrar a fee of \$ \_\_\_\_\_ within 30 days after the date of the Closing, plus reasonable out-of-pocket expenses, which the Bond Registrar hereby acknowledges to be the compensation due to it during the life of the Bonds for the performance of its ordinary and normal services contemplated by this Agreement so long as the Bonds remain in a Book Entry System. If the Bond Registrar is required by governmental agency or court proceeding initiated by a third party to undertake efforts beyond that which is set forth herein but related thereto, the Bond Registrar shall promptly notify the City of same in writing. Payment for such extraordinary fees and expenses shall be made by the City only after said notice and upon City approval.

Section 13. In the absence of bad faith on its part in the performance of its services under this Agreement, the Bond Registrar will be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties. None of the provisions contained in this Agreement shall require the Bond Registrar to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 14. The Bond Registrar may resign as Bond Registrar at any time by giving 30 days written notice of resignation to the City and by paying to the City that amount of its fees received under Section 12 prorated over the then remaining life of the Bonds. The Bond Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the City by the Finance Director and delivered to the Bond Registrar. Upon the effectiveness of the resignation or termination, the Bond Registrar shall deliver to the City or such other person designated by the City the Bond Register and all other records (or copies of those records) pertaining to the Bonds and all Bond Forms and canceled Bonds and, shall refund to the City the prorated amount referred to in the first sentence of this Section.

Section 15. Any corporation or association with or into which the Bond Registrar may be merged or converted or with which it may be consolidated, or any corporation or association

resulting from any merger, consolidation or conversion to which the Bond Registrar shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bond Registrar, shall be the successor of the Bond Registrar hereunder, if that successor corporation or association is otherwise eligible hereunder and is approved by the City, without the execution or filing of any paper or any further act on the part of the parties hereto or the Bond Registrar or such successor corporation.

Section 16. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the City and the Bond Registrar.

Section 17. Notice from one of the parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first class mail postage prepaid to the City at 69 South Main Street, Oberlin, OH 44074, Attention: Finance Director, and to the Bond Registrar at The Bank of New York Mellon Trust Company, N.A., 1660 West 2<sup>nd</sup> Street, Suite 830, Cleveland, OH 44113, Attention: Global Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

Section 18. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 19. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. This Agreement may be signed in several counterparts, each of which shall be deemed an original. All signatures need not appear on the same signature page.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

**CITY OF OBERLIN, OHIO**

\_\_\_\_\_  
Law Director

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Finance Director

**CERTIFICATE – BOND REGISTRAR AGREEMENT**

As fiscal officer of the City of Oberlin, Ohio, I certify that the money required to meet the obligations of the City under the foregoing Bond Registrar Agreement during 2015 has been lawfully appropriated by the City for such purposes and is in the City treasury 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 of the Revised Code.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Finance Director  
City of Oberlin, Ohio

**EXHIBIT A**

\$ \_\_\_\_\_  
City of Oberlin, Ohio  
Municipal Service Center Complex Refunding Bonds, Series 2015

**REQUEST TO AUTHENTICATE AND DELIVER**

The City of Oberlin, Ohio (the City), by its undersigned officer, requests and authorizes The Bank of New York Mellon Trust Company, N.A., as Bond Registrar under the Bond Registrar Agreement between the City and the Bond Registrar dated \_\_\_\_\_, 2015, and pertaining to the above-captioned Bonds (the Bonds), to complete and to authenticate or cause to be authenticated, and to deliver on this date, the initial Bonds authorized by Ordinance No. \_\_\_\_\_, passed by the City Council on \_\_\_\_\_, 2015, and sold to \_\_\_\_\_ (the Original Purchaser), pursuant to that Ordinance and the Certificate of Award dated \_\_\_\_\_, 2015 (the Certificate of Award), signed on behalf of the City by the undersigned officer (collectively, the Bond Legislation).

The Bonds shall be delivered to or on the order of the Original Purchaser upon payment in Federal Reserve funds of the United States of America of the purchase price of \$ \_\_\_\_\_ in accordance with the Certificate of Award and the Bond Legislation.

The Bonds to be initially authenticated and delivered are described as follows:

Bond Terms. The Bonds will be dated \_\_\_\_\_, 2015, will bear interest at the rates per year stated below, payable on June 1 and December 1 of each year, commencing \_\_\_\_\_, 2015, and will mature or be subject to mandatory sinking fund redemption on December 1 in the years and principal amounts as follows:

Year	Principal	Interest Rate	Year	Principal	Interest Rate
2015	\$	%	2022		
2016			2023		
2017			2024		
2018			2025		
2019			2026		
2020			2027		
2021					

\*Mandatory Sinking Fund Redemption Payment

The Term Bonds maturing on December 1 in the year \_\_\_\_ are subject to mandatory sinking fund redemption, and certain Bonds are subject to optional redemption, all as provided in the Bond Legislation and the Certificate of Award.

Form, Numbers and Denominations. Fully registered Bonds, one for each maturity, and registered in the name of CEDE & Co., as nominee for The Depository Trust Company, as registered owner, for use in a book entry system as designated by the Original Purchaser.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Finance Director  
City of Oberlin, Ohio

**EXHIBIT B**

\$ \_\_\_\_\_  
City of Oberlin, Ohio  
Municipal Service Center Complex Refunding Bonds, Series 2015

**BOND REGISTRAR'S CERTIFICATE OF COMPLETION AND  
AUTHENTICATION AND RECEIPT FOR UNISSUED BONDS**

The Bank of New York Mellon Trust Company, N.A., as Bond Registrar under the Bond Registrar Agreement between it and the City of Oberlin, Ohio, certifies that:

1. The following individuals have signed, on behalf of the Bond Registrar as authenticating agent, the Certificate of Authentication appearing on the above-captioned Bonds (together, the Bonds), and initially delivered on this date, each being an officer or employee of the Bond Registrar duly qualified, empowered and authorized so to act on behalf of the Bond Registrar and holding the office or title set forth opposite the name:

<b>Name</b>	<b>Signature Sample</b>	<b>Office or Title</b>
_____	_____	_____
_____	_____	_____

2. All blanks on the Bonds requiring completion by the Bond Registrar have been properly, completely and accurately completed by the Bond Registrar.

3. The Bonds so completed and authenticated are in the denominations and registered in the names of the registered owners as directed in, and have been delivered in accordance with, the City's Request to Authenticate and Deliver. The CUSIP numbers as shown thereon are correct.

4. The Bond Registrar has not received and does not retain control of any unissued or unauthenticated Bond certificates.

Dated: \_\_\_\_\_, 2015

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.,**  
Bond Registrar

By: \_\_\_\_\_

Title: \_\_\_\_\_

§ \_\_\_\_\_  
City of Oberlin, Ohio  
Municipal Service Center Complex Refunding Bonds, Series 2015

**CONTINUING DISCLOSURE AGREEMENT**

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of \_\_\_\_\_, 2015 (the Agreement), is made, signed and delivered by the **CITY OF OBERLIN, OHIO**, a municipal corporation and political subdivision duly organized and existing under its Charter and the Constitution and laws of the State of Ohio (the City), for the benefit of the Holders and Beneficial Owners (as defined herein) from time to time of the City's \$ \_\_\_\_\_ Municipal Service Center Complex Refunding Bonds, Series 2015 (the Bonds), authorized by Ordinance No. \_\_\_\_\_ passed by the Council of the City on \_\_\_\_\_, 2015 (the Bond Ordinance).

**RECITAL**

The City, by passage of the Bond Ordinance, has determined to issue the Bonds to provide funds for City purposes, and \_\_\_\_\_ (the Participating Underwriter) has agreed to provide those funds to the City by purchasing the Bonds. As a condition to the purchase of the Bonds from the City and the sale of Bonds to Holders and Beneficial Owners, the Participating Underwriter is required to reasonably determine that the City has undertaken, in a written agreement for the benefit of Holders and Beneficial Owners of the Bonds, to provide certain information in accordance with the Rule (as defined herein).

NOW, THEREFORE, in accordance with the Bond Ordinance, the City covenants and agrees as set forth in this Continuing Disclosure Agreement.

**Section 1. Purpose of Continuing Disclosure Agreement.** This Agreement is being entered into, signed and delivered for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter of the Bonds in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (SEC) pursuant to the Securities Exchange Act of 1934, as may be amended from time to time (the Rule).

**Section 2. Definitions.** In addition to the definitions set forth above, the following capitalized terms shall have the following meanings in this Agreement, unless the context clearly otherwise requires. Reference to "Sections" shall mean sections of this Agreement.

"Annual Filing" means any Annual Information Filing provided by the City pursuant to, and as described in, Sections 3 and 4.

"Audited Financial Statements" means the audited basic financial statements of the City, prepared in conformity with generally accepted accounting principles.

"Beneficial Owner" means any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.



“EMMA” means the Electronic Municipal Market Access system of the MSRB; information regarding submissions to EMMA is available at <http://emma.msrb.org>.

“Filing Date” means the last day of the ninth month following the end of each Fiscal Year (or the next succeeding business day if that day is not a business day), beginning September 30, 2016.

“Fiscal Year” means the 12-month period beginning on January 1 of each year or such other 12-month period as the City shall adopt as its fiscal year.

“Holder” means, with respect to the Bonds, the person in whose name a Bond is registered in accordance with the Bond Ordinance.

“MSRB” means the Municipal Securities Rulemaking Board.

“Obligated Person” means, any person, including the issuer of municipal securities (such as the Bonds), who is generally committed by contract or other arrangement to support payment of all or part of the obligations on the municipal securities being sold in an offering document (such as the Official Statement); the City is the only Obligated Person for the Bonds.

“Official Statement” means the Official Statement for the Bonds dated \_\_\_\_\_, 2015.

“Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Specified Events” means any of the events with respect to the Bonds as set forth in Section 5(a).

“State” means the State of Ohio.

### **Section 3. Provision of Annual Information.**

(a) The City shall provide (or cause to be provided) not later than the Filing Date to the MSRB an Annual Filing, which is consistent with the requirements of Section 4. The Annual Filing shall be submitted in an electronic format and contain such identifying information as is prescribed by the MSRB, and may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4; provided that the Audited Financial Statements of the City may be submitted separately from the balance of the Annual Filing and later than the Filing Date if they are not available by that date. If the City’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Specified Event under Section 5.

(b) If the City is unable to provide to the MSRB an Annual Filing by the Filing Date, the City shall, in a timely manner, send a notice to the MSRB in an electronic format as prescribed by the MSRB.

**Section 4. Content of Annual Filing.** The City's Annual Filing shall contain or include by reference the following:

(a) Financial information and operating data regarding the City that includes, at a minimum, that financial information and operating data that is customarily prepared by the City and is made publicly available. The City expects that information to be the year-end balances in all City funds, to the extent prepared by the City.

(b) The Audited Financial Statements of the City utilizing accounting principles applicable to governmental units as described in the Official Statement, except as may be modified from time to time and described in such financial statements.

The foregoing shall not obligate the City to prepare or update projections of any financial information or operating data.

Any or all of the items listed above may be included by specific reference to other documents, including annual informational statements of the City or official statements of debt issues of the City or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

**Section 5. Reporting Specified Events.**

(a) The City shall provide (or cause to be provided) to the MSRB, in an electronic format and containing such identifying information as is prescribed by the MSRB and in a timely manner but not later than ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds, as specified by the Rule:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment-related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties; (a)
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties; (a)
- (5) Substitution of credit or liquidity providers, or their failure to perform; (a)
- (6) (Issuance of) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security (*i.e.*, the Bonds), or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;

- (8) Bond calls, if material, and tender offers; (b)
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material; (c)
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Obligated Person; Note: For the purposes of the event identified in this subparagraph, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.
- (13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Note:

- (a) *The City has not obtained or provided, and does not expect to obtain or provide, any debt service reserves, credit enhancements or credit or liquidity providers for the Bonds.*
- (b) *Any scheduled redemption of Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a specified event within the meaning of the Rule.*
- (c) *Repayment of the Bonds is not secured by a lien on any property capable of release or sale or for which other property may be substituted.*

For the Specified Events described in Section 5(a) (2), (6, as applicable), (7), (8, as applicable), (10), (13) and (14), the City acknowledges that it must make a determination whether such Specified Event is material under applicable federal securities laws in order to determine whether a filing is required.

**Section 6. Amendments.** The City reserves the right to amend this Agreement, and noncompliance with any provision of this Agreement may be waived, as may be necessary or appropriate to (a) achieve its compliance with any applicable federal securities law or rule, (b) cure any ambiguity, inconsistency or formal defect or omission and (c) address any change in circumstances arising from a change in legal requirements, change in law or change in the identity, nature or status of the City or type of business conducted by the City. Any such amendment or waiver shall not be effective unless this Agreement (as amended or taking into account such waiver) would have materially complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the City shall have received either (i) a written opinion of bond counsel or other qualified independent special counsel selected by the City that the amendment or waiver would not materially impair the interests of Holders or Beneficial Owners or (ii) the written consent to the amendment or waiver of the Holders of at least a majority of the principal amount of the Bonds then outstanding. An Annual Filing containing any revised operating data or financial information shall explain, in narrative form, the reasons for any such amendment or waiver and the impact of the change on the type of operating data or financial information being provided. If the amendment relates to the accounting principles to be followed in preparing Audited Financial Statements, (A) the City shall provide notice of such change in the same manner as for a Specified Event under Section 5 and (B) the Annual Filing for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements or information as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 7. Additional Information.** Nothing in this Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Agreement or providing any other means of communication, or including any other information in any Annual Filing or providing notice of the occurrence of an event, in addition to that which is required by this Agreement. If the City chooses to include any information in any document or notice of occurrence of an event in addition to that which is specifically required by this Agreement, the City shall have no obligation under this Agreement to update such information or include it in any future Annual Filing or notice of occurrence of a Specified Event.

**Section 8. Remedy for Breach.** This Agreement shall be solely for the benefit of the Holders and Beneficial Owners from time to time of the Bonds. The exclusive remedy for any breach of this Agreement by the City shall be limited, to the extent permitted by law, to a right of Holders and Beneficial Owners to institute and maintain, or cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the City of its obligations under this Agreement in a court in Lorain County, Ohio. Any such proceedings shall be instituted and maintained only in accordance with Section 133.25(B)(4)(b) or (C)(1) of the Revised Code (or any like or comparable successor provisions); provided that any Holder or Beneficial Owner may exercise individually any such right to require the City to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Any Beneficial Owner seeking to require the City to comply with this Agreement shall first provide at least 30 days' prior written notice to the City of the City's failure, giving reasonable detail of such failure, following which

notice the City shall have 30 days to comply. A default under this Agreement shall not be deemed an event of default under the Bond Ordinance, and the sole remedy under this Agreement in the event of any failure of the City to comply with this Agreement shall be an action to compel performance. No person or entity shall be entitled to recover monetary damages under this Agreement.

**Section 9. Appropriation.** The performance by the City of its obligations under this Agreement shall be subject to the availability of funds and their annual appropriation to meet costs that the City would be required to incur to perform those obligations. The City shall provide notice to the MSRB in the same manner as for a Specified Event under Section 5 of the failure to appropriate funds to meet costs to perform the obligations under this Agreement.

**Section 10. Termination.** The obligations of the City under this Agreement shall remain in effect only for such period that the Bonds are outstanding in accordance with their terms and the City remains an Obligated Person with respect to the Bonds within the meaning of the Rule. The obligation of the City to provide the information and notices of the events described above shall terminate, if and when the City no longer remains such an Obligated Person. If any person, other than the City, becomes an Obligated Person relating to the Bonds, the City shall use its best efforts to require such Obligated Person to comply with all provisions of the Rule applicable to such Obligated Person.

**Section 11. Dissemination Agent.** The City may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Agreement, and may discharge any such agent, with or without appointing a successor dissemination agent.

**Section 12. Beneficiaries.** This Agreement shall inure solely to the benefit of the City, any dissemination agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 13. Recordkeeping.** The City shall maintain records of all Annual Filings and notices of Specified Events and other events including the content of such disclosure, the names of the entities with whom such disclosures were filed and the date of filing such disclosure.

**Section 14. Governing Law.** This Agreement shall be governed by the laws of the State.

IN WITNESS WHEREOF, the City has caused this Continuing Disclosure Agreement to be duly signed and delivered to the Participating Underwriter, as part of the Bond proceedings and in connection with the original delivery of the Bonds to the Participating Underwriter, on its behalf by its officials signing below, all as of the date set forth above, and the Holders and Beneficial Owners from time to time of the Bonds shall be deemed to have accepted this Agreement made in accordance with the Rule.

**CITY OF OBERLIN, OHIO**

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Finance Director

Approved as to form:

By: \_\_\_\_\_  
Director of Law

**CERTIFICATE – CONTINUING DISCLOSURE AGREEMENT**

As fiscal officer of the City of Oberlin, Ohio, I certify that the money required to meet the obligations of the City under the Agreement made by the City in accordance with the Rule, as set forth in the Bond Ordinance and the attached Continuing Disclosure Agreement, during Fiscal Year 2015, has been lawfully appropriated by the City for those purposes and is in the City treasury 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 of the Revised Code.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Finance Director  
City of Oberlin, Ohio

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**ESCROW AGREEMENT**

**between**

**CITY OF OBERLIN, OHIO**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

**Dated as of**

\_\_\_\_\_, 2015

\_\_\_\_\_  
Relating to the Current Refunding of the Outstanding

City of Oberlin, Ohio

Municipal Service Center Complex Bonds, Series 2007  
Dated September 13, 2007 and Maturing on and after December 1, 2015

\_\_\_\_\_

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**ESCROW AGREEMENT**

**between**

**CITY OF OBERLIN, OHIO**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

**THIS ESCROW AGREEMENT** (Agreement) is made and entered into as of \_\_\_\_\_, 2015, by and between the City of Oberlin, Ohio (the City), a municipal corporation duly organized and validly existing under the laws of the State of Ohio, and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and validly existing under the laws of the United States of America and authorized to exercise corporate trust powers under the laws of the State of Ohio, in its capacity as Escrow Trustee under this Agreement;

**WITNESSETH:**

WHEREAS, pursuant to Ordinance No. 07-67, passed August 20, 2007 (the Series 2007 Bond Legislation), the City issued its \$4,200,000 Municipal Service Center Complex Bonds, Series 2007, dated September 13, 2007 (the Series 2007 Bonds); and

WHEREAS, the City has determined that it is necessary and in its best interest to refund the Series 2007 Bonds now outstanding (\$3,125,000) and stated to mature on and after December 1, 2015 (the Refunded Bonds); and

WHEREAS, pursuant to Ordinance No. \_\_\_\_\_ passed on \_\_\_\_\_, 2015, and the related Certificate of Award signed by the Finance Director of the City as authorized therein (collectively, the Refunding Bond Legislation), the City has issued its \$\_\_\_\_\_ Municipal Service Center Complex Refunding Bonds, Series 2015 (the Refunding Bonds), dated as of \_\_\_\_\_, 2015, to provide funds for that refunding purpose; and

WHEREAS, the intent and purpose of this Agreement, entered into pursuant to Chapter 133 of the Revised Code, including particularly but without limitation Section 133.34 of the Revised Code, is to provide for the deposit, investment and application of proceeds of the Refunding Bonds in such manner as to provide for the payment of the Accruing Debt Charges on the Refunded Bonds.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and for the purposes stated in the preambles, the City and the Escrow Trustee covenant, agree and bind themselves as follows:

**Section 1. Definitions.** In addition to the terms defined above, the following terms as used in this Agreement shall have the following meanings:

“Accruing Debt Charges” means Debt Charges payable on the Refunded Bonds after the date of this Agreement as they come due on their stated payment dates and on \_\_\_\_\_, 2015, the date of redemption of the Refunded Bonds.

“Bond Retirement Fund” means the Bond Retirement Fund of the City established pursuant to Section 5705.09 of the Revised Code.

“Code” means the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, any amendments of, or successor provisions to, the foregoing, and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Treasury Regulations, rulings, announcements, notices, procedures and determinations pertinent to that section of the Code.

“Debt Charges” means the principal of and interest and any applicable redemption premium required to be paid on the Refunded Bonds.

“Escrow Fund” means the City of Oberlin 2007 Refunded Bonds Escrow Fund established pursuant to Section 2 of this Agreement and the Refunding Bond Legislation, and the Escrow Fund Deposits in it.

“Escrow Fund Deposits” means money and Escrow Securities, and investment earnings on and income derived from those Escrow Securities, in the Escrow Fund.

“Escrow Securities” means those Escrow Securities referred to in Section 4, and also includes Substitute Escrow Securities.

“Fiscal Officer” means the Finance Director of the City.

“Government Obligations” means non-callable direct obligations of, or obligations guaranteed as to payment by, the United States of America, as referred to in Section 133.34 (D) of the Revised Code, that mature or are subject to redemption by and at the option of the holder not later than the date or dates when the moneys, together with interest or other investment income accrued on those moneys, will be required for purposes of this Agreement.

“Original Bonds” means, the Series 2007 Bonds.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., the original bond registrar and paying agent for the Series 2007 Bonds, and its designated successors in that capacity from time to time.

“State” means the State of Ohio.

“Substitute Escrow Securities” means those Substitute Escrow Securities referred to in Section 5.

“Verification Report” means a signed report of an independent public accounting firm of national reputation verifying and determining as provided for in this Agreement, that, among other matters, the Escrow Securities in or to be in the Escrow Fund are of such maturity (including redemption by and at the option of the holder) dates and interest or other investment income payment dates and bear such interest as will be sufficient, together with any other available money in that Fund, without further investment or reinvestment of either the principal amount of or the investment earnings from those Escrow Securities, for the payment of Accruing Debt Charges on the scheduled dates as shown on **Exhibit A**.

Any reference to:

(a) The City, or to its officers, or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities, shall include those succeeding to their functions, duties or responsibilities by operation of law, and also those at the time legally acting in their place.

(b) A section or provision of the Revised Code, or to the laws of Ohio, shall include that section or provision and those laws as from time to time amended, modified, revised or superseded.

(c) A Section or Exhibit, unless otherwise stated, is to that Section of or Exhibit to this Agreement.

**Section 2. Escrow Fund.** In accordance with and for the purposes of the Refunding Bond Legislation and this Agreement, there is hereby established with the Escrow Trustee and ordered maintained in a separate deposit account (except when invested as hereinafter provided) a trust fund to be designated “The City of Oberlin 2007 Refunded Bonds Escrow Fund.” The Escrow Fund shall be held in the custody of the Escrow Trustee, shall be held in trust for and pledged for the benefit, equally and ratably, of the owners of the Refunded Bonds, and shall be used and applied, and is irrevocably committed, to pay the Accruing Debt Charges on the scheduled dates as shown on **Exhibit A**, all as provided in the Refunding Bond Legislation and this Agreement.

**Section 3. Application of Money to and Investment of Escrow Fund.** At the time of delivery of and payment for the Refunding Bonds, the City shall deliver, or cause to be delivered, to the Escrow Trustee \$\_\_\_\_\_ of the proceeds of the Refunding Bonds. The Escrow Trustee shall deposit those amounts in the Escrow Fund and all of those moneys shall initially be held in cash uninvested. Promptly following receipt by the Escrow Trustee from the City of the moneys described in the first sentence of this Section 3, the Escrow Trustee shall provide to the City a certificate substantially in the form attached hereto as **Exhibit B**.

**Section 4. Escrow Securities.** Following the delivery of the certificate specified in Section 3, and at the written direction of the City, if any, the Escrow Trustee shall purchase for deposit in the Escrow Fund the Government Obligations specified in that direction so long as the following conditions are met: (i) the purchase price of any such Government Obligations shall not exceed the par amount thereof plus any accrued interest thereon; and (ii) any such Government Obligations purchased shall mature on or before the date of redemption of the Refunded Bonds.

Those Government Obligations initially so purchased pursuant to the provisions of this Section 4 shall be Escrow Securities for purposes of this Agreement.

The City acknowledges that regulations of the Comptroller of the Currency grant them the right to receive brokerage confirmations of the security transactions as they occur. The City specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements that will detail all investment transactions.

**Section 5. Substitute Escrow Securities.** (a) At the written direction of the City, the Escrow Trustee shall from time to time sell all or a portion of the Escrow Securities and purchase for deposit in the Escrow Fund other Government Obligations specified in that direction. The Escrow Trustee shall have received, prior to the substitution of Substitute Escrow Securities for other Escrow Securities, a Verification Report relating to Escrow Securities (including the Substitute Escrow Securities) and any money then in the Escrow Fund, including any cash deposited by the City in addition to the cash deposited initially in the Escrow Fund. The Escrow Trustee shall deliver a copy of that Verification Report to each rating agency that has, at the City's request, rated the Refunded Bonds.

(b) Any amount received by the Escrow Trustee upon any such sale of Escrow Securities which is in excess of the amount needed and used to purchase Substitute Escrow Securities or to be held in cash for the purposes of this Agreement in accordance with this Agreement and the Verification Report shall be paid promptly to the City. All costs relating to any such substitution or exchange of Escrow Securities, including without limitation the costs of obtaining any necessary opinions of bond counsel and Verification Report, shall be paid by the City.

**Section 6. Application of Escrow Fund.** (a) Subject to the provisions of this Agreement, the Escrow Fund shall be held by the Escrow Trustee in trust for and irrevocably committed to, and shall be used solely to, pay when due the Accruing Debt Charges.

(b) Money in the Escrow Fund shall be, and the Escrow Trustee agrees that money will be, used solely for the purposes as described in this Agreement, and the deposit of the money in the Escrow Fund shall be irrevocable. The Escrow Trustee further agrees that it will not surrender or otherwise attempt to redeem or otherwise negotiate the Escrow Securities except as they shall come due at maturity or upon substitution of Escrow Securities in accordance with Section 5.

(c) Subject to the above requirements for the use of the Escrow Fund and of the Escrow Fund Deposits, and except as otherwise provided in this Agreement, the City and the Escrow Trustee covenant and agree that the Escrow Trustee shall have full and complete control and authority, and the City will not exercise any control or authority, over and with respect to the Escrow Fund and the Escrow Fund Deposits.

(d) On or before each day when Accruing Debt Charges are due and payable, the Escrow Trustee shall transmit to the Paying Agent from money then in the Escrow Fund amounts sufficient for the Paying Agent to make payment of the Accruing Debt Charges on the Refunded Bonds then due and payable, which amounts so transmitted shall be in immediately available funds.

(e) The Escrow Trustee agrees that it will, promptly following the payment (or reserving money in the Escrow Fund for the payment) when due of all Accruing Debt Charges as

provided for in this Agreement, pay to the City any money then remaining in the Escrow Fund (except any money that is required to be reserved in the Escrow Fund for that payment).

**Section 7. [Intentionally Left Blank.]**

**Section 8. Prior Redemption and Refunding Notices.** (a) The Escrow Trustee is hereby authorized and directed, and agrees, to give mailed or electronic notice of the refunding of the Refunded Bonds and the deposit of the Escrow Securities and any money in escrow for that purpose, within 10 days following its execution and delivery to the City of a certificate substantially in the form of **Exhibit B**, to (i) the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access (EMMA) system and the State information depository, (ii) Moody's Investors Service, and (iii) XL Capital Assurance Inc. (or its successor), which notice shall be substantially in the form attached hereto as **Exhibit C**. The City agrees to pay all costs incurred by the Escrow Trustee in giving those notices.

(b) The City and the Escrow Trustee hereby acknowledge that this Agreement constitutes notice to the Escrow Trustee, as Paying Agent for the Refunded Bonds, for the irrevocable written notice of the call for optional redemption of the Refunded Bonds that is required to be given by the City to the Escrow Trustee under the Refunding Bond Legislation and the Series 2007 Bond Legislation. The Escrow Trustee, as Paying Agent for the Refunded Bonds, is authorized and directed, and agrees, to give the written notice to each registered owner of the Refunded Bonds that the Refunded Bonds have been and are to be called for prior optional redemption and redeemed on \_\_\_\_\_, 2015, in accordance with the provisions of the Refunded Bonds and the Series 2007 Bond Legislation, substantially in the form attached hereto as **Exhibit D**. The City acknowledges and agrees that the Escrow Trustee may combine the information in Exhibits C and D into a single notice form used for the purposes of each described herein.

(c) The Escrow Trustee, as Paying Agent for the Refunded Bonds, confirms that the arrangements for giving notice of the prior redemption of the Refunded Bonds, as provided in this Agreement, are satisfactory to it for purposes of this Agreement, the Series 2007 Bond Legislation and Section 133.34 of the Revised Code.

**Section 9. Pledge.** The trust and fiduciary relationship created by this Agreement is irrevocable and intended for the benefit of the owners from time to time of the then unpaid Refunded Bonds as provided in this Agreement. The money in the Escrow Fund and any money realized from the investment income on and the principal of the Escrow Securities is hereby dedicated to and pledged for the payment when due of the Accruing Debt Charges. That money is subject to the lien of that pledge, which shall be valid and binding against all parties having claims of any kind against the City or the Escrow Trustee, and that money and the Escrow Securities are pledged and shall be used solely for the purposes stated in this Agreement. The lien of that pledge, shall take effect on the date of this Agreement without regard to the date of actual signing and delivery of this Agreement or deposit of Escrow Fund Deposits in the Escrow Fund, and shall remain in full force and effect until the terms of this Agreement have been satisfied and the Escrow Fund Deposits have been applied as provided for in this Agreement.

**Section 10. Expenses.** The City shall pay, or cause to be paid, to the Escrow Trustee for its services under this Agreement and all of its future services a one-time fee of \$ \_\_\_\_\_ payable on or before fifteen days following issuance of the Refunding Bonds, plus all out-of-pocket costs incurred by the Escrow Trustee, including those incurred in giving the notices required to be given by it under Section 8 of this Agreement. The Escrow Trustee acknowledges that this provision for payment is satisfactory to it, and that it does not have and will not have any lien on or other interest in the Escrow Fund or Escrow Fund Deposits for the payment of any fees, charges or expenses payable by the City under this Agreement.

The Escrow Trustee acknowledges that provision satisfactory to it has been made for paying all amounts payable to it in its capacity as Escrow Trustee and Paying Agent in connection with the Refunded Bonds and this Agreement.

If the Escrow Trustee renders any service hereunder not provided for in this Agreement, or the Escrow Trustee is made a party to or intervenes in any litigation pertaining to this Agreement or institutes interpleader proceedings relative hereto, the Escrow Trustee shall be compensated reasonably by the City for such extraordinary services and reimbursed for all fees, costs, liability and expenses (including reasonable attorneys' fees) occasioned thereby; however, such compensation and reimbursement shall be subject to the availability and appropriation of funds by City Council for that purpose.

**Section 11. Successor Escrow Trustee.** (a) Neither this Agreement nor the trust created under it may be assigned by the Escrow Trustee without the prior written consent of the City, unless the Escrow Trustee (i) is required by law to divest itself of its interest in its corporate trust department or operations, (ii) merges or is consolidated with another association, bank, trust company or other entity or (iii) sells or otherwise assigns all or substantially all of its corporate trust business, in either which event the trust shall be continued by the Escrow Trustee's successor in interest, so long as it is a corporate Agent authorized to exercise trust powers under the laws of the State, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

(b) If the Escrow Trustee resigns or is removed from acting under this Agreement, or is dissolved or otherwise becomes incapable of acting under this Agreement (except as provided in paragraph (a) above), or is taken under the control of any public officer or of a receiver appointed by a court, the City shall select a successor Escrow Trustee.

(c) Any successor Escrow Trustee shall sign, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting that appointment, and thereupon that successor without any further act shall become fully vested with all the documents, rights, powers, trusts, duties and obligations, and immunities, interests and causes of action, of its predecessor as Escrow Trustee. The predecessor Escrow Trustee shall on the written request of its successor or of the City (i) sign and deliver an instrument transferring to the successor Escrow Trustee all the rights, powers, and trusts of the predecessor Escrow Trustee under this Agreement, and (ii) transfer to the successor Escrow Trustee all Escrow Fund Deposits. The City shall, on request, sign and deliver any instrument in writing from the City required by any successor Escrow Trustee for more fully and certainly vesting in it the rights, powers and duties vested or intended to be vested in the predecessor.

**Section 12. Amendments.** (a) The duties and obligations of the Escrow Trustee shall be determined solely by the express provisions of this Agreement as the same may be amended in accordance with its terms from time to time by the Escrow Trustee and the City.

(b) This Agreement may be amended or modified, by written agreement of the City and Escrow Trustee, only (i) to cure any ambiguity, inconsistency or formal defect in it or in its application, or (ii) to delete any provision of this Agreement deemed to be illegal, or (iii) to confer upon the Escrow Trustee for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority, or (iv) in any respect which in the Escrow Trustee's judgment is not materially adverse to the interests of the owners of the Refunded Bonds or of the Escrow Trustee and is not prejudicial to the purposes of this Agreement, or (v) to evidence any successor to the Escrow Trustee. In the case of an amendment or modification contemplated by clauses (i) through (iv) of the preceding sentence, the Escrow Trustee shall first have received an opinion of nationally recognized bond counsel that the amendment or modification will not adversely affect the exclusion of interest on the Refunded Bonds or on the Refunding Bonds from gross income for federal income tax purposes.

**Section 13. Notices.** Notice from one of the parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first class mail, postage prepaid, to the City at 69 South Main Street, Oberlin, OH 44074, Attention: Finance Director, or to the Escrow Trustee at The Bank of New York Mellon Trust Company, N.A., 1660 West 2nd Street, Cleveland, OH 44113; to any other address which may be designated from time to time by either party in writing delivered to the other party.

**Section 14. Reliance by Escrow Trustee.** The Escrow Trustee shall be protected, in the absence of bad faith on its part in the performance of its services under this Agreement, in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties, and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the City. The Escrow Trustee may apply at any time to the Fiscal Officer for instructions, and may consult with counsel for the City, or in the discretion of the Escrow Trustee, with its own counsel, as to anything arising in connection with its service as Escrow Trustee under this Agreement, and the Escrow Trustee shall not be liable for any action taken or omitted to be taken in good faith in reliance upon such instructions or upon the opinions of such counsel. The Escrow Trustee may execute any of its trusts or powers and perform any of its duties under this Agreement by or through attorneys, agents or employees. None of the provisions contained in this Agreement shall require the Escrow Trustee to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Escrow Trustee shall not be responsible or liable for the sufficiency, correctness, genuineness or validity of the Escrow Securities deposited with it; or the performance or compliance by any party other than the Escrow Trustee with the terms or conditions of any such instruments.

**Section 15. Partial Invalidity.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.

**Section 16. Benefit of Agreement.** This Agreement shall inure to the benefit of and shall be binding upon the City and the Escrow Trustee, and their respective successors, and the holders of the Refunded Bonds and their respective assigns, all subject to the provisions of this Agreement.

**Section 17. Termination.** This Agreement shall terminate at such time as all money in the Escrow Fund has been paid out as provided in this Agreement.

**Section 18. Counterparts.** This Agreement may be signed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City of Oberlin has caused this Agreement to be signed in its name and on its behalf by its duly authorized officials, and The Bank of New York Mellon Trust Company, N.A., as Escrow Trustee, in token of its acceptance of the trusts created under this Agreement, has caused this Agreement to be signed in its name by its duly authorized signer, all as of \_\_\_\_\_, 2015.

**CITY OF OBERLIN, OHIO**

By: \_\_\_\_\_  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Law Director

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**  
Escrow Trustee

By: \_\_\_\_\_  
Title: \_\_\_\_\_



**CERTIFICATE**

The undersigned, Finance Director of the City of Oberlin, Ohio, certifies that the money required to meet the obligations of the City during Fiscal Year 2015 under the attached Escrow Agreement have been lawfully appropriated by the Council of the City for such purposes and are in the treasury 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 of the Revised Code.

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Finance Director  
City of Oberlin, Ohio

**EXHIBIT A**

**ACCRUING DEBT CHARGES ON REFUNDED BONDS**

The following are the Accruing Debt Charges on the Refunded Bonds with all Refunded Bonds being called for optional redemption on \_\_\_\_\_, 2015 at a redemption price of 100% of par.

**Refunded Bonds**

<u>Redemption Date</u>	<u>Interest Due</u>	<u>Principal Due</u>	<u>Total Due</u>
_____, 2015	\$ _____	\$3,125,000.00	\$ _____

**EXHIBIT B**

**CERTIFICATE OF ESCROW TRUSTEE**

As a duly authorized officer of The Bank of New York Mellon Trust Company, N.A. (the Escrow Trustee), as Escrow Trustee under the Escrow Agreement dated as of \_\_\_\_\_, 2015 (the Escrow Agreement) between the City of Oberlin, Ohio (the City) and the Escrow Trustee, and with all capitalized terms being used as defined in the Escrow Agreement, I certify that:

1. The Escrow Trustee has received from the City \$ \_\_\_\_\_ from the proceeds of the Refunding Bonds, and such amounts have been deposited in the Escrow Fund and are now held in cash.

2. The Escrow Trustee, as representative of the beneficial owners of the Refunded Bonds, presently holds that cash in the Escrow Fund in trust for and irrevocably committed to the payment of Accruing Debt Charges.

3. Within ten days after the date of this Certificate, the Escrow Trustee will give the notices required by Section 8(a) of the Escrow Agreement.

4. The Escrow Agreement has been duly authorized, executed and delivered by and in the name and on behalf of the Escrow Trustee.

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**

Escrow Trustee

Dated: \_\_\_\_\_, 2015

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**NOTICE OF REFUNDING AND REDEMPTION**

**CITY OF OBERLIN, OHIO**

**MUNICIPAL SERVICE CENTER COMPLEX BONDS, SERIES 2007**

Dated September 13, 2007

Stated to Mature on and after December 1, 2015

Notice is hereby given that the following outstanding bonds of the City of Oberlin, Ohio, have been refunded in advance of their stated maturity dates and are deemed paid and discharged:

all of the outstanding City of Oberlin, Ohio, Municipal Service Center Complex Bonds, Series 2007, dated as of September 13, 2007, stated to mature on and after December 1, 2015 (the Refunded Bonds).

On \_\_\_\_\_, 2015, there were deposited in an irrevocable trust fund with The Bank of New York Mellon Trust Company, N.A. (the Escrow Trustee), as Escrow Trustee under the Escrow Agreement dated as of \_\_\_\_\_, 2015, between the City and the Escrow Trustee, cash in amount sufficient, without further investment or reinvestment, for the payment when due of the principal and interest on the Refunded Bonds on \_\_\_\_\_, 2015, the date those Bonds have been called for redemption.

Irrevocable instructions have been given by the City to The Bank of New York Mellon Trust Company, N.A., the bond registrar and paying agent for the Refunded Bonds, that the Refunded Bonds shall be called for optional redemption on \_\_\_\_\_, 2015, at a redemption price equal to 100% of the principal amount redeemed plus interest accrued to the redemption date.

**CITY OF OBERLIN, OHIO**

**THE BANK OF NEW YORK  
MELLON TRUST COMPANY, N.A.  
as Escrow Trustee**

Dated: \_\_\_\_\_, 2015

**EXHIBIT D**

**NOTICE OF REDEMPTION TO BONDHOLDERS**

CITY OF OBERLIN, OHIO

MUNICIPAL SERVICE CENTER COMPLEX BONDS, SERIES 2007  
DATED SEPTEMBER 13, 2007 AND STATED TO MATURE ON AND AFTER  
DECEMBER 1, 2015

Notice is hereby given that the City of Oberlin, Ohio, has exercised its option to call for redemption on \_\_\_\_\_, 2015, all of the \$3,125,000 of outstanding City of Oberlin, Ohio, Municipal Service Center Complex Bonds, Series 2007, dated September 13, 2007, that are stated to mature on and after December 1, 2015 (collectively, the Refunded Bonds), in accordance with the provisions of Ordinance No. 07-67 passed August 20, 2007 (the Original Bond Legislation), under which the Refunded Bonds were issued. The redemption price for the Refunded Bonds is equal to 100% of the principal amount of the Refunded Bonds redeemed, plus interest accrued to the redemption date.

The outstanding Bonds to be redeemed are identified as follows:

Maturity Date	Interest Rate	Aggregate Principal Amount	CUSIP Number	Bond Numbers
December 1, 2015	6.000%	\$185,000	674259 FW1	
December 1, 2017	4.000	395,000	674259 FX9	
December 1, 2019	4.050	430,000	674259 FY7	
December 1, 2021	4.125	460,000	674259 FZ4	
December 1, 2023	4.200	500,000	674259 GA8	
December 1, 2025	4.200	550,000	674259 GB6	
December 1, 2027	4.200	605,000	674259 GC4	

In accordance with the Original Bond Legislation, on the date of redemption the Bonds shall cease to bear interest.

Principal of the Bonds will be payable upon presentation and surrender of those Bonds at the \_\_\_\_\_ corporate trust office of The Bank of New York Mellon Trust Company, N.A., and interest will be payable by check or draft mailed on the date of redemption to the person in whose name a Bond is registered, and to that person's address appearing, on the Bond Register for the Bonds at the close of business on the 15<sup>th</sup> day of the preceding calendar month.

Dated: \_\_\_\_\_, 2015

**CITY OF OBERLIN, OHIO**

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**  
as Bond Registrar

**NOTICE REQUIREMENTS:**

To be mailed by first class mail, postage prepaid, at least 30 days prior to the redemption date, to the registered owner of each Bond at the registered owner's address shown on the Bond Register at the close of business on the 15<sup>th</sup> day preceding that mailing.