

BOND PURCHASE AGREEMENT

Fifth Third Securities, Inc. (the “Underwriter”) and the City of Marion, Ohio (the “Issuer”), enter into this Bond Purchase Agreement dated _____, 2020 (this “Agreement”), for the purchase by the Underwriter from the Issuer of certain bonds proposed to be issued by the Issuer, as described below.

In consideration of their mutual covenants and agreements, the Underwriter and the Issuer agree as follows:

Section 1. Description of and Agreement to Purchase the Bonds. Upon and subject to the terms, conditions and provisions set forth in this Agreement, the Underwriter agrees to purchase from the Issuer, and the Issuer agrees to sell to the Underwriter, all (but not less than all) of the following bonds to be issued by the Issuer: \$ _____ Various Purpose Refunding Bonds, Series 2020 (the “Bonds”). The Bonds are being issued under and will have the terms determined in or pursuant to the Bond Legislation.

The Bonds will be dated as of the Closing Date and will mature on December 1 of each year and bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rates per year, payable on June 1 and December 1 of each year, commencing [June 1, 2021], all as provided for in the Bond Legislation.

The interest rate and the principal amount for each year in which the Bonds mature are contained in the Certificate of Award dated _____, 2020, which is attached hereto and incorporated herein by reference.

Section 2. Purchase Price; Public Offering. The purchase price of the Bonds shall be \$ _____ (the “Purchase Price”), calculated as follows:

Principal amount	\$ x,xxx,xxx.xx
Plus [net] original issue premium	xx,xxx.xx
Less Underwriter’s fees and expenses	(xx,xxx.xx)
Purchase Price	\$ x,xxx,xxx.xx

The Underwriter is authorized to retain \$ _____ (the “Retainage”) from the Purchase Price to pay certain costs of issuance of the Bonds on behalf of the Issuer as described in Section 11 hereof. Thus, the amount to be received by the Issuer for the Bonds on the Closing Date is \$ _____.

The Underwriter intends to make an initial bona fide public offering of the Bonds of each maturity at prices not in excess of the offering prices set forth on the inside cover page of the Official Statement, and may subsequently change those offering prices. The Underwriter agrees to notify the Issuer of such changes if they occur prior to the Closing Date, but failure to so notify the Issuer will not invalidate those changes. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower or yields higher than such offering price or prices or yields.

Section 3. Definitions of Certain Words and Terms. In addition to the words and terms defined elsewhere in this Agreement and the Bond Legislation, the following words and terms as used in this Agreement shall have the following meanings, unless another meaning is plainly intended:

“Basic Documents” means the Bond Legislation, the Bond Registrar Agreement and this Agreement.

“Bond Counsel” means the law firm of Squire Patton Boggs (US) LLP.

[“Bond Insurance Policy” means the Municipal Bond Insurance Policy, issued by the Bond Insurer, consistent with the Bond Insurer’s Commitment, dated _____, 2020, to issue that Policy.

“Bond Insurer” means [_____].]

“Bond Legislation” means, collectively, the Bond Ordinance and the Certificate of Award, both attached as **EXHIBIT A** to this Agreement.

“Bond Ordinance” means, collectively, Ordinances No. 2020-_____ and No. 2020-_____, each passed by the City Council on July ___, 2020, authorizing the issuance and sale of the Bonds.

“Bond Registrar” means [**U.S. Bank National Association, in Columbus, Ohio**].

“Bond Registrar Agreement” means the Bond Registrar Agreement, dated as of the Closing Date, relating to the Bonds and between the Issuer and the Bond Registrar.

“Certificate of Award” means the Certificate of Award authorized by the Bond Ordinance in which the Fiscal Officer has determined certain terms of the Bonds and their sale.

“City Council” means the City Council of the Issuer.

“Closing” means delivery of the Bonds to or for the account of and payment for the Bonds by the Underwriter.

“Closing Date” means September ___, 2020.

“Continuing Disclosure Agreement” means an agreement as authorized by subsection 9(c) of the Bond Ordinance, to be signed and delivered by the Issuer and which shall constitute the continuing disclosure agreement made by the Issuer for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“DTC” means The Depository Trust Company.

“Escrow Agreement” means the Escrow Agreement, dated as of the Closing Date, by and between the Issuer and the Escrow Trustee.

“Escrow Trustee” means U.S. Bank National Association, in Columbus, Ohio.

“Fiscal Officer” means the Auditor of the Issuer.

“MSRB” means the Municipal Securities Rulemaking Board.

“Official Statement” means the final Official Statement relating to the Bonds, substantially in the form of the Preliminary Official Statement, with such modifications, completions, changes and supplements as may be approved by the Underwriter and by the Issuer.

“Preliminary Official Statement” means the Preliminary Official Statement relating to the Bonds, dated _____, 2020.

“Rule” means SEC Rule 15c2-12.

“Rule G-17 Letter” means the letter dated _____, 2020 from the Underwriter to the Issuer relating to certain disclosures required to be made by the Underwriter pursuant to MSRB Rule G-17.

“SIFMA” means the Securities Industry and Financial Markets Association.

“Tax Exemption” means the exclusion from gross income of interest on the Bonds for federal income tax purposes and the exemption of interest on the Bonds from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax.

“Verification Consultant” means [_____].

Unless otherwise indicated, reference to a “Section” is to a section of this Agreement.

Section 4. Representations, Warranties and Covenants of the Issuer. The Issuer represents, warrants and covenants as of the date of this Agreement and as of the Closing Date, as follows:

(a) The Issuer is a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and has full power and authority thereunder and under the Bond Legislation to: (i) enter into this Agreement, the Continuing Disclosure Agreement, the Bond Registrar Agreement and the Escrow Agreement; (ii) issue, sell and deliver the Bonds as provided in this Agreement; and (iii) perform its obligations under and as contemplated in the Basic Documents, the Continuing Disclosure Agreement, the Escrow Agreement and the Bonds.

(b) The City Council has duly passed the Bond Ordinance, which authorizes (i) the execution and delivery of the Certificate of Award, (ii) the execution, delivery and due performance of the Basic Documents, the Continuing Disclosure Agreement, the Escrow Agreement and the Bonds, and (iii) the taking of any action as may be required on the part of the

Issuer to consummate the transactions contemplated in the Basic Documents, the Continuing Disclosure Agreement, the Escrow Agreement and the Bonds. All necessary approvals of those transactions have been obtained and, except as may be required under the securities laws of any state, there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Issuer in connection with any of the foregoing transactions.

(c) The Bonds will conform to their description in the Official Statement. When delivered to and paid for by the Underwriter, the Bonds will have been duly authorized, executed, issued, and delivered by, and will constitute valid and legal general obligations of, the Issuer, and the principal of and interest on the Bonds, unless paid from other sources and subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally, to the application of equitable principles, whether considered in a proceeding at law or in equity, to the exercise of judicial discretion, and to limitations on legal remedies against public entities, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the Issuer and other sources (if any) as described in the Bond Legislation.

(d) The execution and delivery of this Agreement, the Certificate of Award, the Bonds, the Continuing Disclosure Agreement, the Bond Registrar Agreement and the Escrow Agreement, the passage of the Bond Ordinance, and compliance with the provisions of this Agreement and of those documents, (i) will not conflict with or result in a violation by the Issuer of the Ohio Constitution, or any laws of the State of Ohio or of any other applicable jurisdiction, including (without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the Issuer), and (ii) will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution, ordinance, indenture, trust agreement, mortgage, deed of trust or other agreement or instrument to which the Issuer is a party or by which it is bound.

(e) To the knowledge of the Issuer officials signing the Bonds:

(i) No litigation or administrative action or proceeding is pending or threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, or the levy and collection of taxes anticipated to pay the debt charges on the Bonds, or contesting or questioning the proceedings and authority under which the Bonds are to be authorized, issued, sold, signed or delivered or the validity of the Bonds, and, specifically, no judicial action or proceeding challenging the validity of the Bonds has been commenced by personal service on the Issuer's chief executive officer or legal officer or Fiscal Officer.

(ii) Neither the existence nor the boundaries of the Issuer nor the title to their respective offices of the present officers of the Issuer who are responsible for the authorization, issuance, signature and delivery of the Bonds is or are being contested in any judicial or administrative proceeding.

(iii) No authority or proceeding for the issuance or payment of or security for the Bonds has been repealed, revoked or rescinded.

(iv) No litigation or administrative action or proceeding is pending or threatened which contests or affects, in any way, the enforceability of the Basic Documents or the Bonds, the completeness or accuracy of the Official Statement, the powers or authority of the Issuer with respect to the Basic Documents, the Continuing Disclosure Agreement, the Escrow Agreement or the Bonds, or the exemption of the Bonds from registration with the United States Securities and Exchange Commission.

(v) No petitions for referendum with respect to any measure authorizing the issuance or payment of or security for the Bonds, or the carrying out of the governmental purposes to which the proceeds of the Bonds are to be applied, and no petitions seeking to initiate any measure affecting the same or the proceedings therefor, have been filed.

(f) The information contained in or incorporated by reference in the Preliminary Official Statement was as of its date and as it has been completed, revised or amended is, and as it may be further completed, revised or amended to the Closing Date will be, and the information contained in the Official Statement at the Closing Date will be, true and correct in all material respects. The Preliminary Official Statement did not, and the Official Statement as of the Closing Date will not, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. Any amendments or supplements to the Official Statement prepared and furnished by the Issuer pursuant to Section 5 will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. The representations contained in this paragraph (f) do not apply to any information under the caption "UNDERWRITING" and in Appendices D, E and G in the Preliminary Official Statement, or under the caption "UNDERWRITING" and in Appendices D, E and G in the Official Statement, or to information with respect to offering prices, yields or CUSIP numbers on the inside cover page of the Official Statement.

(g) Prior to the Closing, the Issuer will have taken all actions necessary to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth in the Basic Documents, and (ii) the execution and delivery by the Issuer of the Bonds and of all such other instruments and the taking of all such other actions on the part of the Issuer as may be necessary or appropriate for the effectuation and consummation of the transactions contemplated by the Basic Documents and the Bonds. The Issuer will take such actions between the date of this Agreement and the Closing as are reasonably necessary to cause the warranties and representations contained in this Agreement to be true as of the Closing.

(h) The Issuer will not take or omit to take any action that will in any way result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Bond Legislation and certifications contained in the transcript of proceedings.

(i) The Issuer acknowledges and agrees that the purchase and sale described herein represents a negotiated transaction and that: (i) the transaction contemplated by this Agreement

is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and not acting as a fiduciary to the Issuer, (ii) the Underwriter has provided advice with respect to the structure, timing or other similar matters concerning the Bonds as an underwriter and not as a fiduciary to the Issuer, (iii) the Underwriter is acting solely in its capacity as an underwriter for its own account, and (iv) the Issuer has consulted with its own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the sale of the Bonds.

Section 5. Official Statement. The Issuer has duly authorized the use and distribution, in accordance with applicable law, of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering and sale of the Bonds. As of its date, the Preliminary Official Statement was "deemed final" (except for permitted omissions) by the Issuer for purposes of SEC Rule 15c2-12(b)(1).

The Issuer will complete the final Official Statement for purposes of SEC Rule 15c2-12(b)(3) and (4), and will within seven business days after the date of this Agreement furnish to the Underwriter sufficient copies of the Official Statement, one of which will be signed on behalf of the Issuer. The Issuer authorizes the Underwriter to use and distribute the final Official Statement in connection with the Underwriter's delivery and distribution of the Bonds.

During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the Issuer and the Underwriter), the Issuer shall notify the Underwriter if any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

If, in the judgment of the Underwriter or the Issuer, any such event requires that the Official Statement be amended or supplemented, the Issuer and the Underwriter will cooperate in the preparation of either amendments of or supplements to the Official Statement in form and substance mutually agreed upon by the Issuer and the Underwriter so that the Official Statement as so amended or supplemented will not, in light of the circumstances when the Official Statement as so amended or supplemented is delivered to any purchaser or potential customer, be misleading.

For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; provided that, unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the Issuer and the Underwriter, the Issuer may assume that the End of the Underwriting Period is the Closing Date.

Section 6. Blue Sky Qualification. The Issuer will cooperate with the Underwriter for the purpose if the Underwriter decides to qualify the Bonds under the securities laws of any jurisdiction, and will furnish the Underwriter with such information, execute such instruments, and take such other action as shall be necessary in the reasonable judgment of the Underwriter to

effect registration or confirmation of exemption from registration of the Bonds under those laws. However, the Issuer does not consent and shall not be required with respect to the offer or sale of the Bonds to consent to suit or consent to general service of process in any jurisdiction.

Section 7. Closing, Delivery and Payment of the Bonds. The Closing will occur at or before 10:00 a.m., Ohio time, on the Closing Date, at or from the offices of Squire Patton Boggs (US) LLP, in Columbus, Ohio, or at such later time or other place as the Underwriter and the Issuer mutually agree upon.

The Bonds will be delivered to DTC or to its agent pursuant to the DTC-FAST system, if satisfactory to DTC, the Bond Registrar and the Underwriter, as fully registered Bonds in typewritten or xerographically reproduced form, registered in the name of a nominee of DTC, in respective denominations equal to the aggregate principal amount of Bonds of each maturity. The Bonds will be made available to DTC (or its agent) at least one business day prior to the Closing Date for the purposes of inspection and establishment of the book entry system for the Bonds as described in the Official Statement.

At the Closing, the Underwriter shall make payment for the Bonds in immediately available funds in accordance with the instructions the Issuer will provide to the Underwriter.

CUSIP identification numbers will be placed on the Bonds, but the Issuer will have no responsibility for the accuracy of those numbers. Neither the failure to place such numbers on any Bond nor any error with respect to any CUSIP numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any of the Bonds.

Section 8. Closing Documents. The Closing Documents shall be the following, each properly executed or certified or otherwise verified, dated as of such date and in such form as is satisfactory to Bond Counsel and the Underwriter:

- (a) The legal opinion of Bond Counsel, substantially in the form of Appendix D to the Preliminary Official Statement.
- (b) An appropriate certificate pursuant to the then current Sections 103 and 148 of the Internal Revenue Code of 1986, as amended.
- (c) The Bond Ordinance, certified by the Clerk of Council of the City Council, and the Certificate of Award and Continuing Disclosure Agreement, each executed by the Fiscal Officer.
- (d) An executed counterpart of the Bond Registrar Agreement.
- (e) An executed counterpart of the Escrow Agreement.
- (f) One complete, true and correct manually executed copy of the Official Statement, and a certificate signed by the appropriate Issuer officials relating to the accuracy of the Official Statement.

(g) A verification report of the Verification Consultant on the mathematical accuracy of certain computations with respect to the adequacy of money and investments in the Escrow Fund established by the Escrow Agreement.

(h) [The Bond Insurance Policy, dated no later than the Closing Date, and an appropriate opinion of counsel to the Bond Insurer.]

(i) Evidence reasonably satisfactory to the Underwriter that S&P Global Ratings, as identified in the Official Statement, has assigned an underlying rating of “___” to the Bonds.

(j) [Evidence reasonably satisfactory to the Underwriter that S&P Global Ratings, as identified in the Official Statement, has assigned a rating of “___” to the Bonds, based upon the issuance of the Bond Insurance Policy of the Bond Insurer.]

(k) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel may reasonably request in order to (i) enable Bond Counsel to render its opinion, or (ii) evidence compliance with legal requirements, or (iii) evidence the truth and accuracy, as of the date of this Agreement and as of the Closing Date, of the Issuer’s representations and warranties contained in this Agreement or of the statements and information contained in the Official Statement as of its date and as of the Closing Date, or (iv) evidence the due performance or satisfaction by the Issuer on or prior to the Closing Date of all agreements then to be performed and all conditions then to have been or to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents identified or referred to in this Agreement shall be deemed to be in compliance with the provisions of this Agreement, if they are in form and substance satisfactory to the Underwriter. That satisfaction shall be conclusively evidenced by the Underwriter accepting and paying for the Bonds.

If the Issuer is unable to satisfy the conditions identified in this Agreement to the obligations of the Underwriter to purchase or to accept delivery of and to pay for the Bonds, or if those obligations of the Underwriter are terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation under it, except that the respective obligations of the Issuer and the Underwriter set forth in Section 11 will continue in full force and effect.

Section 9. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **EXHIBIT B**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Bonds may be taken on behalf of the Issuer by the Underwriter Advisor and any notice or report to be provided to the Issuer may be provided to the Underwriter.

(b) [Except as otherwise set forth in **Schedule A** attached to **EXHIBIT B**,] the Issuer will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of the Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

[Schedule A and subsection (c) shall apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth on **Schedule ___** attached to **EXHIBIT B**, except as otherwise set forth therein. **Schedule ___** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (i) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (ii) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (1) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing

wires, and (2) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Agreement by all parties.

Section 10. Conditions to the Obligations of the Underwriter.

(a) The obligations of the Underwriter to purchase, and to accept delivery of and pay for, the Bonds will be subject to the completeness and correctness, on the date of this Agreement and on the Closing Date, of the representations and warranties of the Issuer made in this Agreement; to the performance by the Issuer of its obligations and covenants under this Agreement; and to the following additional conditions precedent:

(i) The Bonds, the Certificate of Award, this Agreement, the Continuing Disclosure Agreement, the Bond Registrar Agreement and the Escrow Agreement shall have been duly authorized and executed by the Issuer.

(ii) The Bond Ordinance shall have been duly passed by the Issuer and be effective.

(iii) All necessary actions of the Issuer relating to the Basic Documents, the Continuing Disclosure Agreement, the Escrow Agreement and the Bonds shall be in full force and effect without rescission or modification.

(iv) The Basic Documents, the Continuing Disclosure Agreement and the Escrow Agreement shall be in full force and effect and they and the Official Statement shall not have been amended, modified or supplemented (except with the consent of the Underwriter).

(v) [The Bond Insurer shall have delivered the Bond Insurance Policy, and the Bond Insurance Policy shall be in full force and effect.]

(vi) There shall have been taken, in connection with the issuance of the Bonds and with the transactions contemplated in this Agreement and in those documents, all such actions as in the opinion of Bond Counsel are legally necessary and appropriate.

(b) The Underwriter shall have the right to cancel its obligation to purchase, and to accept delivery of and pay for, the Bonds between the date of this Agreement and the Closing Date in any of the following cases:

(i) Legislation is enacted or favorably reported for passage by at least one house of the United States Congress (including any committee of such a house or a conference committee of Congress) or by the Ohio General Assembly (including any committee of a house of the Ohio General Assembly), or a federal court decision shall be rendered, or an official ruling, regulation or decision shall be made by a governmental agency or department having appropriate jurisdiction, any of which has the purpose or effect, directly or indirectly, of: (A) materially adversely affecting the Tax Exemption; (B) providing that the Bonds, or securities of the general character of the Bonds, will not be exempt from registration under the Securities Act of 1933, as amended and as then in effect; or (C) causing the issuance, offering or sale of the Bonds, or securities of the general character of the Bonds, to be in violation of any provision of the Securities Act of 1933, as amended and as then in effect or the Securities Exchange Act of 1934, as amended and as then in effect.

(ii) There exists any event or circumstance which either makes untrue or incorrect, in a material respect, any statement or information contained in the Official Statement, or is not reflected in the Official Statement but should be reflected in the Official Statement in order to make the statements and information contained in that Statement not misleading in any material respect.

(iii) There shall have occurred any new outbreak of hostilities directly involving the armed forces of the United States of America, or other new national or international calamity or crisis, other than such that represents the continuation, deterioration or escalation of existing hostilities, calamities or crises, and the effect of which on the financial markets of the United States of America is such that, in the

reasonable opinion of the Underwriter, will adversely affect the market for the Bonds or make it impracticable for the Underwriter to sell the Bonds at the contemplated offering price(s) for them.

(iv) There is in force a general suspension of trading on the New York Stock Exchange or general minimum or maximum prices for trading on the New York Stock Exchange shall have been fixed and be in force, or a general banking moratorium is declared by either federal, Ohio or New York authorities having jurisdiction and is in force.

(v) In the reasonable judgment of the Underwriter, the market price of the Bonds, or the market price of securities of the general character of the Bonds, would be adversely affected because either: additional material restrictions not in force as of the date of this Agreement shall have been imposed upon trading in securities generally by any federal, Ohio or New York governmental authority or by any United States national securities exchange; or the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose as to the Bonds or securities of the general character of the Bonds any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of the Underwriter.

(vi) There occurs any material adverse change in the financial affairs and condition of the Issuer from those reflected in or contemplated by the Official Statement.

Section 11. Expenses.

(a) The Underwriter is responsible for paying, and will pay, the following Underwriter's expenses:

(i) Costs of marketing and advertising in selling the Bonds; costs incident to qualifying the Bonds for offer and sale under the securities or "blue sky" laws of such jurisdictions as may be selected by the Underwriter; and the Underwriter's other out-of-pocket expenses, incident to the issuance of the Bonds in the event that the Bonds are issued and delivered, or to preparation for issuance and delivery of the Bonds in the event that the Underwriter elects to cancel its obligations under, and pursuant to and in accordance with, this Agreement to purchase and pay for the Bonds.

(ii) Travel expenses of employees of the Underwriter incident to the issuance and delivery of the Bonds.

(iii) Fees and expenses of any legal counsel retained by the Underwriter regardless of whether the Bonds are issued and delivered.

(iv) Any fees of MSRB and SIFMA.

(v) Fees of the Ohio Municipal Advisory Council, CUSIP Service Bureau, DTC, i-Deal Monitor Access, Ipreo Muni Book Running and EOE.

- (b) The Underwriter agrees to pay from the Retainage on behalf of the Issuer:
 - (i) The costs of printing and mailing or otherwise distributing the Preliminary Official Statement and the final Official Statement.
 - (ii) Fees for the bond rating service.
 - (iii) Fees of the Bond Registrar.
 - (iv) Fees and expenses of Bond Counsel.
 - (v) Fees of the Escrow Trustee.
 - (vi) Fees of the Verification Consultant.
 - (vii) The Bond Insurance Policy premium of \$_____.

(c) Within ninety (90) days after the Closing Date, the Underwriter will provide to the Issuer a detailed accounting of all the fees, costs and expenses paid by it on behalf of the Issuer pursuant to Section 11(b) and shall pay to the Issuer contemporaneously with that accounting any difference between the Retainage and the actual amount of those fees, costs and expenses paid by the Underwriter. The Issuer then shall be responsible for the payment of any such expenses in excess of the Retainage or previously incurred for which invoices are thereafter received, or for reimbursement of the Underwriter for payment of any such expenses that are initially paid thereafter by the Underwriter.

(d) The Issuer is responsible for paying, and will pay, the following: all other costs incidental to the issuance of the Bonds or preparation for that issuance, on-going or extraordinary fees of the Bond Registrar and travel expenses of Issuer employees, but excluding any fees and expenses required to be paid by the Underwriter pursuant to Section 11(a).

(e) As used in this section, “employees” means and includes employees, officers, officials and partners.

Section 12. Representations by the Underwriter. The Underwriter makes the following representations by the undersigned, as a duly authorized officer of the Underwriter, as the basis for the undertakings on its part herein contained:

(a) To the best of our knowledge and belief, the Underwriter is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on its ability to perform its duties and obligations under this Agreement.

(b) To the best of our knowledge and belief, the Underwriter is currently in compliance with, and not currently in violation of, any provisions of Ohio Revised Code Chapter 102 and Sections 2921.42, 2921.43 and 3517.13 which may be applicable to the Underwriter entering into this Agreement.

(c) To the best of our knowledge and belief, the Underwriter is not aware of any finding for recovery having been issued against it by the Auditor of the State of Ohio which is “unresolved” under Ohio Revised Code Section 9.24.

(d) This Agreement has been duly authorized, executed and delivered by the Underwriter and constitutes a valid and binding obligation of the Underwriter enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy laws and other laws affecting creditors’ rights and the exercise of judicial discretion.

Section 13. No Third Party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the parties to it, and no other persons, including any holders or purchasers (except the Underwriter) or beneficial owners of the Bonds, shall acquire or have any right under or by virtue of this Agreement. All representations, warranties, covenants and agreements of the Issuer shall remain in full force and effect regardless of any termination by or on behalf of the Underwriter and shall survive the delivery of the Bonds.

Section 14. Notice. Any notice or communication from one of the parties to another 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:

(a) Issuer at 233 West Center Street, Marion, Ohio 43302, Attention: Auditor.

(b) Underwriter at 21 East State Street, 3rd Floor, Columbus, Ohio 43215, Attention: Kathleen Clark.

Section 15. Governing Law; Counterparts. This Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract.

Section 16. Nonassignability of Underwriter’s Obligations. The obligations of the Underwriter under this Agreement shall not be subject to the assignment without the prior written consent of the Issuer. This shall not prevent the Underwriter from obtaining the participation of other investment firms as additional underwriters or members of a selling group.

Section 17. No Other Agreements. This Agreement supersedes any other agreements between the Issuer and the Underwriter relating to the same subject, and any such agreements shall be null and void upon the effectiveness of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)

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

CITY OF MARION, OHIO

By: _____

Title: _____ Mayor _____

By: _____

Title: _____ Auditor _____

Approved as to form and correctness:

By: _____

Title: _____ Law Director _____

FIFTH THIRD SECURITIES, INC.

By: _____

Title: _____

EXHIBIT A

BOND ORDINANCE AND CERTIFICATE OF AWARD

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND PURCHASE AGREEMENT IS INCLUDED, THE BOND ORDINANCE AND CERTIFICATE OF AWARD REFERRED TO IN THIS EXHIBIT A ARE CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TABS NO. ___ AND NO. ___, RESPECTIVELY.

EXHIBIT B

**Attachment B
to Tax Compliance Certificate
of Issuer**

Pertaining to

**\$ _____
City of Marion, Ohio
Various Purpose Refunding Bonds, Series 2020**

Dated September __, 2020

UNDERWRITER'S CERTIFICATE

Fifth Third Securities, Inc. ("**Fifth Third Securities**"), as underwriter for the bonds identified above (the "**Issue**"), issued by the City of Marion, Ohio (the "**Issuer**"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

(1) Issue Price.

[If the issue price is determined using only the general rule (actual sales of at least 10%) in Regulations § 1.148-1(f)(2)(i):

(A) As of the date of this Certificate, for each Maturity of the Issue, the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in the final Official Statement, dated _____, 2020, for the Issue (the "**Sale Price**" as applicable to respective Maturities). The aggregate of the Sale Prices of each Maturity is \$ _____ (the "**Issue Price**").]

[If the issue price is determined using a combination of actual sales (Regulations § 1.148-1(f)(2)(i)) and hold-the-offering-price (Regulations § 1.148-1(f)(2)(ii)):

(A) As of the date of this Certificate, for each Maturity listed on Schedule A as the "General Rule Maturities," the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A (the "**Sale Price**" as applicable to each Maturity of the General Rule Maturities).

(B) On or before the Sale Date, Fifth Third Securities offered the Maturities listed on Schedule A as the "Hold-the-Offering-Price Maturities" to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated _____, 2020, for the Issue (the "**Initial Offering Prices**" as applicable to each Maturity of the Hold-the-Offering-Price Maturities). A copy of the pricing wire or equivalent communication for the Issue is attached to this Certificate as Schedule B.

(C) As set forth in the Bond Purchase Agreement dated _____, 2020, between the Issuer and Fifth Third Securities, Fifth Third Securities has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.

(D) The aggregate of the Sale Prices of the General Rule Maturities and the Initial Offering Prices of the Hold-the-Offering-Price Maturities is \$ _____ (the “**Issue Price**”).]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

(A) Fifth Third Securities offered, on or before the Sale Date, each Maturity of the Issue to the Public for purchase at the respective initial offering prices listed in the final Official Statement, dated _____, 2020, for the Issue (the “**Initial Offering Prices**”). A copy of the pricing wire or equivalent communication for the Issue is attached to this Certificate as Schedule A. The aggregate of the Initial Offering Prices of each Maturity is \$ _____ (the “**Issue Price**”).

(B) As set forth in the Bond Purchase Agreement, Fifth Third Securities has agreed in writing that, (i) for each Maturity of the Issue, it would neither offer nor sell any portion of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “**hold-the-offering-price rule**”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Issue at a price that is higher than the respective Initial Offering Price for that Maturity of the Issue during the Holding Period.]

[(B),(E), or (C)] **Definitions.** [NOTE: If issue price is determined using only the general rule (actual sales of 10%), delete the definitions of “**Holding Period**” and “**Sale Date.**”]

[“**Holding Period**” means, for each Hold-the-Offering-Price Maturity of the Issue, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2020), or (ii) the date on which

Compliance Certificate. Based on that information and Fifth Third Securities' knowledge and experience and, as to (B) below, based on an estimate by Fifth Third Securities of the Yields at which such obligations would have sold in the absence of the Bond Insurance:

(A) The premium paid for the Bond Insurance does not exceed a reasonable charge for the transfer of credit risk, taking into account charges by bond insurers in similar transactions with which Fifth Third Securities is familiar.

(B) The present value of the premium paid for the Bond Insurance is less than the present value of the interest reasonably expected to be saved on the Issue as a result of the Bond Insurance, for which purpose present value is computed by using the yield-to-maturity of the Issue (taking into account the premium paid for the Bond Insurance) as the discount rate.

[For fixed rate bonds only: (6) Discount Maturities Subject to Mandatory Early Redemption. No Maturity that is subject to mandatory early redemption has a stated redemption price that exceeds the Sale Price or Initial Offering Price, as applicable, of such Maturity by more than one-fourth of 1% multiplied by the product of its stated redemption price at maturity and the number of years to its weighted average maturity date.]

[Or]

[For fixed rate bonds only: (6) Discount Maturities Subject to Mandatory Early Redemption. The stated redemption price at maturity of the Maturities that mature in the year[s] 20__, which Maturities are the only Maturities of the Issue that are subject to mandatory early redemption [revise as appropriate], exceeds the Sale Price or Initial Offering Price, as applicable, of such Maturities by more than one-fourth of 1% multiplied by the product of the stated redemption price at maturity and the number of years to the weighted average maturity date of such Maturities. Accordingly, in computing the Yield on the Issue stated in paragraph (2), those Maturities were treated as redeemed on each mandatory early redemption date at their present value rather than at their stated principal amount.]

[For fixed rate bonds only: (7) Premium Maturities Subject to Optional Redemption. No Maturity:

- Is subject to optional redemption within five years of the Issuance Date of the Issue.
- That is subject to optional redemption has an Initial Offering Price or Sale Price, as applicable, that exceeds its stated redemption price at maturity by more than one-fourth of 1% multiplied by the product of its stated redemption price at maturity and the number of complete years to its first optional redemption date.]

[Or]

[For fixed rate bonds only: (7) Premium Maturities Subject to Optional Redemption. The Maturities that mature in the year[s] 20__ are the only Maturities that are subject to optional redemption before maturity and have an Initial Offering Price or Sale Price, as

applicable, that exceeds their stated redemption price at maturity by more than one fourth of 1% multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Issue stated in paragraph (2), each such Maturity was treated as retired on its optional redemption date or at maturity to result in the lowest yield on that Maturity. No Maturity is subject to optional redemption within five years of the Issuance Date of the Issue.]

[Or]

[(8) No Discount or Premium Maturities. No Maturity was sold at an original issue discount or premium.]

[For fixed rate bonds only:] (7 or 8) No Stepped Coupon Maturities. No Maturity bears interest at an increasing interest rate.

The signer is an officer of Fifth Third Securities and duly authorized to execute and deliver this Certificate. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents Fifth Third Securities' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: September __, 2020

FIFTH THIRD SECURITIES, INC.

By: _____

Title: _____

[NOTE: If the general rule is used for each Maturity (i.e., actual sales of at least 10% of each Maturity), there is no schedule to attach if the initial offering prices set forth in the Official Statement for the Issue are the first prices at which at least 10% of each Maturity is sold. Otherwise, attach a schedule that shows the first price at which at least 10% of each Maturity was sold.]

[EITHER]

[If the issue price is determined using a combination of the general rule (actual sales) and hold-the-offering-price rule:

SCHEDULE A
SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
(Attached)

[NOTE: With respect to each General Rule Maturity of the Issue whose Sale Price is not the Initial Offering Price, Schedule A should include each such Maturity's (i) maturity date, (ii) principal amount, (iii) coupon, and (iv) sale price (either as a stated amount, a percentage of a par, or as based on the yield of the Maturity). With respect to each Hold-the-Offering-Price Maturity of the Issue, each such Maturity should be referred to in Schedule A with reference to the final official statement for the Issue. For example, "The Hold-the-Offering Price Maturities are those Maturities of the Issue set forth on the [inside] cover of the final Official Statement, dated [____], for the Issue that mature in the year[s] [____, _____, and _____]."]

SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)]

[OR]

[If the issue price is determined using only the hold-the-offering-price rule in Regulations § 1.148-1(f)(2)(ii):

SCHEDULE A
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)]