



Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

O +1 614 365 2700
F +1 614 365 2499
squirepattonboggs.com

Allison M. Binkley
T +1 614 365 2799
allison.binkley@squirepb.com

August 12, 2020

VIA E-MAIL

Scott Schertzer, Mayor
City of Marion, Ohio
233 West Center Street
Marion, Ohio 43302

**Re: City of Marion, Ohio
(Not to Exceed) \$8,376,000 Various Purpose Refunding Bonds, Series 2020A (Tax-Exempt) and (Not to Exceed) \$11,429,000 Various Purpose Refunding Bonds, Series 2020B (Federally Taxable)**

Dear Mayor Schertzer:

We are pleased that the City of Marion, Ohio (the “City”) has requested Squire Patton Boggs (US) LLP (the “Firm”) to serve as the City’s bond counsel (the “Representation”) in connection with its issuance of the above-captioned bonds (the “Bonds”). We understand that the City intends (i) to issue one series of bonds for the purpose of refunding all or a portion of the City’s Various Purpose Bonds, Series 2010A and Various Purpose Bonds, Series 2010B and a second series of bonds to refund all or a portion of the City’s Various Purpose Improvement Bonds, Series 2012, (ii) to sell the Bonds through a negotiated sale with Fifth Third Securities, Inc., (iii) prepare an official statement in connection with the sale of the Bonds and (iv) to close the issuance of the Bonds on or about October 7, 2020. This letter will supplement our original General Engagement Letter dated October 20, 2014, will supersede the Supplemental Engagement Letter dated June 10, 2020, and will serve as the Supplemental Engagement Letter for this Representation as approved by the Council through passage of legislation authorizing the issuance of the Bonds.

The Firm’s services in connection with this Representation will include those customarily provided by bond counsel on an issue such as the Bonds, (i) rendering of our legal opinion (the “Bond Opinion”), provided that the proceedings for the issuance of the Bonds have been completed to our satisfaction, which will address the legality, validity and binding effect of the Bonds, the source of payment and security for the Bonds, the excludability of interest on the Bonds from gross income for federal income tax purposes, and certain other tax aspects of the

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Bonds under federal law and under the laws of the State of Ohio, (ii) prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents, (iii) review legal issues relating to the structure of the Bonds, (iv) assist with the preparation of the related Official Statement, and (v) assist the City in presenting information to bond rating organizations. The Bond Opinion will address the legality, validity and binding effect of the Bonds, the source of payment and security for the Bonds, the excludability of interest on the Bonds from gross income for federal income tax purposes, and certain other tax aspects of the Bonds under federal law and under the laws of the State of Ohio. The Firm will address the Bond Opinion to the Purchaser and the City and will deliver it on the date that the City delivers the Bonds to the Purchaser in exchange for the purchase price (the “Closing”).

Upon delivery of the Bond Opinion, the Representation and our responsibilities with respect to the Bonds as bond counsel will be concluded; specifically, but without implied limitation, we do not undertake (unless separately engaged to do so) to provide continuing advice to the City concerning (i) performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or related disclosure document for the Bonds, or rendering advice that the Official Statement or related disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, (ii) preparing requests for tax rulings from the Internal Revenue Service relating to the Bonds, (iii) preparing blue sky or investment surveys with respect to the Bonds, (iv) pursuing test cases or other litigation relating to the Bonds, (v) making any investigation or expressing any view as to the creditworthiness of the City or the Bonds, (vi) representing the City in Internal Revenue Service or Securities and Exchange Commission inquiries or investigations, or (vii) after the Closing, providing continuing advice to the City or any other party concerning any actions necessary to assume that interest paid on the Bonds will continue to be excludable from gross income for federal tax purposes and to comply with any continuing disclosure undertaking.

As the City’s bond counsel, the Firm represents the City. The City is the Firm’s client, and an attorney-client relationship will exist between the Firm and the City. We assume that all other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that, in this transaction, we represent only the City, that we are not counsel to any other party, and that we are not acting as an intermediary among the parties. Our representation of the City will not, however, affect our responsibility to render an objective Bond Opinion.

A written engagement agreement for legal services is recommended in Ohio and the other jurisdictions in which the Firm practices law. The engagement agreement for this Representation between the Firm and the City consists of this letter, the General Engagement Letter and the Terms and Conditions of Engagement attached to the General Engagement Letter and is intended to achieve a clear understanding between the Firm and the City. Based on our review of the information available to us, we are not aware of any conflicts in connection with this

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Representation. If at any time during the course of the Representation we learn of a conflict, or the City concludes that a conflict exists, we will promptly consult with you to resolve it.

The City's proposed issuance of the Bonds will involve one or more original purchasers and other parties. The Firm conducts a national practice in the area of public finance that involves the representation of issuers, underwriters and other parties in the issuance of governmental debt obligations. In addition, the Firm conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or may have represented one or more of the original purchasers of the Bonds or other parties involved in the issuance of the Bonds in matters unrelated to the City or its issuance of the Bonds. The Firm may also commence such representations during the time it is serving the City as bond counsel for the Bonds. Considering the lack of relationship that such other matters have to the City or to its issuance of the Bonds, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the City as bond counsel for the Bonds. We request that the City, by signing and returning a copy of this letter, acknowledge and consent to the Firm's serving the City as bond counsel for the issuance of the Bonds though the Firm serves, may have served or may serve other parties to that issuance in other, unrelated matters.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds, (ii) the duties we will undertake pursuant to this Representation, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we will assume in connection therewith, our fee will not exceed \$62,000, plus all client charges made or incurred on the City's behalf, such as travel costs, photocopying, deliveries, publication expenses, long distance telephone charges, facsimile charges, filing fees, computer-assisted research and other expenses. Our fee will vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above; (ii) if material changes in the structure or schedule of the financing occur; or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will so advise the City. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. If, for any reason, the financing represented by the Bonds is not consummated or is completed without the delivery of our Bond Opinion as bond counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates for time actually spent on your behalf, plus client charges, as described above.

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If these matters are agreeable, please have a copy of this letter executed and return it to me. Throughout the Representation, we want you to be satisfied with the professional services that we perform on your behalf. Accordingly, please contact me just as soon as you have any questions or concerns regarding our services or our fees. Thanks.

Sincerely,



Allison M. Binkley

AMB/pf

Supplemental Engagement Letter Accepted:

CITY OF MARION, OHIO

By: _____

Printed: Scott Schertzer

Title: Mayor

Dated: _____