

October 27, 2020

VIA E-MAIL

Quincy E. Pope, Sr.
City Manager
City of Trotwood, Ohio
3035 Olive Road
Trotwood, Ohio 45426

**Re: City of Trotwood, Ohio
(Not to Exceed) \$5,950,000 Special Obligation Nontax Revenue Refunding Bonds,
Series 2020 (Federally Taxable)**

Dear Mr. Pope:

We are pleased that the City of Trotwood, 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 (a) to refund all or a portion of the City’s outstanding Various Purpose Bonds, Series 2010 that were issued, in part, to pay costs of acquiring real estate, including all necessary appurtenances thereto, and improving Olive Road, Wolf Creek Pike, Prosperity Drive and Modern Way by repaving, adding lanes, curbing and installing signalization, constructing water and storm water lines and acquiring real property, together with all necessary appurtenances, (b) to sell the Bonds through a negotiated sale and (c) to close the issuance of the Bonds on or about December 17, 2020. This letter will supplement our original General Engagement Letter dated December 11, 2014 and will serve as the Supplemental Engagement Letter for this Representation as approved by the City 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, including the preparation and review of the proceedings necessary for the authorization, issuance and delivery of the Bonds and the rendering of our legal opinion (the “Bond Opinion”), provided that the proceedings for the issuance of the Bonds have been completed to our satisfaction. The Bond Opinion will address the legality, validity and binding effect of the Bonds and the source of payment and security for the Bonds. The Firm will address the Bond Opinion to the original purchaser and the City and

Quincy E. Pope, Sr.
October 27, 2020
Page 2

will deliver it on the date that the City delivers the Bonds to the original 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 any continuing disclosure obligations of the City which may be required in connection with the issuance of the Bonds.

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 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.

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 \$36,500. 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 for time actually spent on the City’s behalf.

Quincy E. Pope, Sr.
October 27, 2020
Page 3

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 TROTWOOD, OHIO

By: _____

Printed: _____ Quincy E. Pope, Sr. _____

Title: _____ City Manager _____

Dated: _____