

BOND REGISTRAR AGREEMENT

THIS BOND REGISTRAR AGREEMENT (the Agreement) is made and entered into as of [November 1], 2019, 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 duly organized and validly existing under the laws of the United States of America, and the City of Toledo, 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 \$[12,580,000] Capital Improvement and Refunding Bonds, Series 2019, all dated as of [November 1], 2019:

A. By Ordinances No. ____-19, No. ____-19 and No. ____-19, each passed by the Council of the City on [September 3], 2019 (collectively, the Bond Ordinances), and the Certificate of Award dated October __, 2019, signed by the City's Director of Finance pursuant thereto, copies of all of which are included in the transcript of proceedings for the Bonds, the City has authorized the issuance and sale of the Bonds.

B. By the Bond Ordinances 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 [and each interest rate within a 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 (the DTC Letter) pertaining to the book entry system, a copy of which Letter of Representations is included in the transcript of proceedings for the Bonds.

D. [The scheduled payment of principal of and interest on the Bonds when due has been insured by _____ pursuant to the terms of a municipal bond insurance policy.

E.] Capitalized words and terms used herein and not otherwise defined shall have the meanings set forth in the Bond Ordinances and the Certificate of Award.

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) _____ manuscript Bond forms (one for each maturity [and each interest rate within a maturity]), 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 and such additional bond forms with appropriate blank spaces to be filled in (the Bond Forms), in sufficient number to provide for future transfers or redemptions, as agreed upon by the City and the Bond Registrar; and
- (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 and other pertinent information and record the name and address of Cede & Co., as nominee for DTC, as registered owner of the Bonds, in the Bond Register, all so as to permit delivery of those Bonds at the time and place of the Closing.

(c) No later than one business day before the 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 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 KeyBanc Capital Corporation (the Original Purchaser) to the City in accordance with the instructions in the Request to Authenticate and Deliver.

(d) [At the Closing, the City shall cause to be delivered to the Bond Registrar as paying agent a municipal bond insurance policy (the Policy) issued by Assured Guaranty Municipal Corp. (the Bond Insurer), insuring payment when due of the principal of and interest on the Bonds as provided therein.

(e) Upon confirmation by the City of its receipt of payment of the purchase price for the Bonds [and by the Bond Insurer of the release of the Policy], the Bond Registrar, on behalf of the City, will contact DTC and authorize the release and delivery of the Bonds in accordance with the instructions in the Request to Authenticate and Deliver. The City consents to the Bond Registrar acting as agent for DTC pursuant to an existing custodial relationship between the Bond Registrar and DTC and to the holding of the Bonds by the Bond Registrar as such agent under the DTC-FAST system.

Section 2. The Bond Registrar shall hold in safekeeping any Bond Forms delivered to it by the City and not delivered at the Closing, as set forth in the form of Receipt attached as

Exhibit B, and 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 1(a)(ii) and Section 4 of this Agreement.

Section 3. So long as any of the Bonds remain outstanding, the Bond Registrar will keep and maintain, at its designated corporate trust office, [initially its Dallas, Texas corporate trust office], the Bond Register, on which it will maintain a current and accurate record of the names and addresses of the registered owners of the Bonds (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 Ordinances, the Certificate of Award, Section 9.96 of the Revised Code, the DTC Letter 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 Bonds may be transferred only through a book entry, and (ii) physical Bond certificates in fully registered form are issued by the City 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 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.

“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 each interest rate within a 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 Ordinances. The owners of book entry interests in the Bonds shall not, except as provided in the Bond Ordinances, have any right to receive Bonds in the form of physical securities or certificates. The City and the Bond Registrar shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

Except as provided in subsection (c) of Section 6 of each of the Bond Ordinances, 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 Ordinances. 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, 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, as defined in the Bond Ordinances.

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 Ordinances 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 its designated corporate trust office, 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 the new Owner of the transferred Bonds 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 December 1, 20__ (the 20__ Term Bonds) are subject to mandatory sinking fund redemption by the City on December 1, 20__; and the Bonds maturing on December 1, 20__ (the 20__ Term Bonds and, together with the 20__ Term Bonds, collectively, the Term Bonds) are subject to mandatory sinking fund redemption by the City on December 1 in the years 20__ and 20__. The Bond Registrar shall call the Term Bonds for mandatory redemption without notice from the City as provided in the Bond Ordinances [and the Certificate of Award]. [The Bonds maturing on and after December 1, [2029] are [also] subject to optional redemption by the City prior to maturity, beginning on [December 1, 2028], as provided in the Bond Ordinances [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 Council by passage of an ordinance. That notice shall specify the redemption date and the principal amount 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.

The Bond Registrar shall give notice of 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 Ordinances, [the Certificate of Award,] the DTC Letter and this Agreement.

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 Director of Finance of the City 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 Ordinances for payment or retirement or for exchange, replacement or transfer. Written reports of surrender and cancellation of the Bonds shall be made to the Director of Finance of the City by the Bond Registrar at least once each calendar year. 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 Director of Finance of the City, 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 Director of Finance of the City.

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 Director of Finance of the City and will not permit that inspection unless it is approved by the Director of Finance of the City, 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 Ordinances, the Certificate of Award and the DTC Letter, but only from money deposited with the Bond Registrar by the City [or the Bond Insurer] 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 date on which that payment is to be made. The Bond Registrar will keep and maintain records of its receipt of moneys from the City and its disbursement of those moneys and will make those records available to the Director of Finance of the City on his request. The Bond Registrar will furnish to the Director of Finance of the City, within 45 days after each interest payment date for the Bonds, a report setting forth separately the amount of interest and principal paid on the immediately preceding interest payment date with respect to each Bond. Those Bonds may be identified by number. That report will also set forth the payee and amount of each check or draft for payment of interest on the Bonds which has been outstanding for more than six months and has not been negotiated and will identify the Bond with respect to which the check or draft was issued.

[Insert provisions, if any, required by the Bond Insurer, if any]

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 one-time, lump sum fee of [\$._____.00] 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 services contemplated hereunder. If the Bond Registrar is required by a governmental agency or court proceeding initiated by a third party to undertake actions or duties beyond those which are set forth herein but related thereto, the Bond Registrar shall promptly provide written notice thereof to the City. Payment of the Bond Registrar’s fees and expenses for such extraordinary services shall be made by the City only after such notice shall be subject to City approval and appropriation of funds for that purpose.

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 or e-mail or facsimile transmission believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

At any time, the Bond Registrar may apply to the Director of Finance of the City for instructions, and may, with the consent of the City, consult with bond counsel for the City, or, in the discretion of the Bond Registrar, it may consult with its own counsel, as to anything arising in connection with the duties herein undertaken, and it shall not be liable for any action taken or omitted by it in good faith in reliance upon such written instructions or upon the written opinions of such counsel; provided, however, that before relying upon the opinion of its own counsel it shall furnish to both the City and to bond counsel for the City a copy of such opinion.

Section 14. No provision of this Agreement shall be construed to relieve the Bond Registrar from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that no provision of this Agreement shall require the Bond Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Bond Registrar may execute any of its trusts or powers and perform any of its duties under this Agreement by or through its authorized attorneys, agents or employees.

Section 15. The Bond Registrar may resign as Bond Registrar at any time by giving 60 days written notice of resignation to the City. 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 Director of Finance and delivered to the Bond Registrar at least 30 days prior to the date of termination. Upon the effectiveness of the resignation or removal, 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. Because the Bond Registrar will be compensated in accordance with Section 12 hereof, upon the effectiveness of any resignation or of any removal arising from the failure of the Bond Registrar to adequately perform its duties hereunder, the Bond Registrar shall deliver to the City a pro rata refund of that fee paid to the Bond Registrar hereunder.

Any corporation or association with or into which the Bond Registrar or any successor may be merged or converted or with which it may be consolidated, or any corporation or association resulting from a merger, consolidation or conversion to which the Bond Registrar or any successor shall be a party, or any corporation or association succeeding to all or substantially all the corporate trust business of the Bond Registrar or any successor, shall be the successor of the Bond Registrar hereunder, if that successor corporation or association is otherwise eligible hereunder, without the signing or filing of any paper or other act on the part of the parties hereto or such successor corporation.

Section 16. 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 Suite 2050, One Government Center, Toledo, Ohio 43604-2293, Attention: Director of Finance, [and] to the Bond Registrar at [The Bank of New York Mellon Trust Company, N.A., [2 N. LaSalle, 7th Floor Chicago, Illinois 60602, Attention Corporate Trust Services]; [and to the Bond Insurer at _____, _____, New York _____,] or to any other address which may be designated from time to time by any party in writing delivered to the other parties.

Section 17. 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 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.

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: _____
Vice President

CITY OF TOLEDO, OHIO

By: _____
Thomas C. Skrobola
Director of Finance

Approved as to Form:

Dale Emch
Director of Law

FISCAL OFFICER'S CERTIFICATE – BOND REGISTRAR AGREEMENT

As the Director of Finance of the City of Toledo, I certify that the money required to meet the obligations of the City of Toledo during the year 2019 under the attached Bond Registrar Agreement (\$_____.00) has been lawfully appropriated by the Council of the City for those purposes and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: [November 1], 2019

Thomas C. Skrobola
Director of Finance
City of Toledo, Ohio

\$[12,580,000]
 City of Toledo, Ohio
 [Capital Improvement and Refunding Bonds, Series 2019]

REQUEST TO AUTHENTICATE AND DELIVER

The City of Toledo, 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 as of [November 1], 2019 and pertaining to the Bonds identified in the caption (the Bonds), to complete and to authenticate or cause to be authenticated, and to deliver on this date, the initial Bonds as authorized by Ordinances No. ___-19[, No. ___-19] and No. ___-19, each passed by the Council of the City on [September 3], 2019 (collectively, the Bond Ordinances), and awarded to KeyBanc Capital Corporation (the Original Purchaser), pursuant to those Ordinances and the related Certificate of Award signed by me on October __, 2019 (collectively, the Bond Legislation).

The Bonds shall be delivered to or on the order of the Original Purchaser upon payment in federal funds of the purchase price of \$_____ (being the aggregate principal amount of the Bonds (\$[12,580,000]), plus original issue premium of \$_____, less the Original Purchaser’s discount (\$_____) and a discount for [the bond insurance premium (\$_____) and] certain other expenses to be paid by the Original Purchaser (\$_____), there being no accrued interest, all in accordance with the Bond Legislation and the Bond Purchase Agreement dated [October __], 2019, between the City and the Original Purchaser.

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

Bond Terms. The Bonds will be dated as of [November __], 2019, will bear interest at the rates per year stated below, payable on June 1 and December 1 of each year, commencing June 1, 2020, and will mature on December 1 in the years and principal amounts as follows:

<u>Maturity Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
[2020	\$ 1,430,000	.00%	2025	\$ 1,635,000	.00%
2021	1,470,000	.00	2026	850,000	.00
2022	1,505,000	.00	2027	850,000	.00
2023	1,550,000	.00	2028	850,000	.00
2024	1,590,000	.00	2029	850,000	.00]

[Capital Appreciation Bond Terms: The Capital Appreciation Bonds will be dated the date of their issuance (November __, 2019), will be issued in the principal amount, will be payable as to both principal and interest in the aggregate amount on December 1 in the years and will bear interest at the compounding interest rates as follows:

<u>Maturity Year</u>	<u>Aggregate Principal Amount</u>	<u>Aggregate Amount Payable at Maturity</u> ¹	<u>Compounding Interest Rate</u>
[20__ 20__	\$,000 ,000	\$,000 ,000	%]

¹ The Maturity Amount, as defined in the Bond Legislation, and the Accreted Value at Maturity to be set forth on the faces of the Capital Appreciation Bonds.]

Form, Numbers and Denominations: Fully registered Bonds, one for each maturity [and each interest rate within a maturity], numbered as determined by the Bond Registrar, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as designated by the Original Purchaser.

Dated: [November __], 2019

Thomas C. Skrobola
 Director of Finance
 City of Toledo, Ohio

\$[12,580,000]
City of Toledo, Ohio
Capital Improvement and Refunding Bonds, Series 2019

**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 Toledo, Ohio, dated as of [November 1], 2019, certifies that:

(a) The following individuals have signed, on behalf of the Bond Registrar as authenticating agent, the Certificate of Authentication appearing on the Bonds identified in the caption (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:

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

(b) All blanks on the Bonds requiring completion by the Bond Registrar have been properly, completely and accurately completed and verified by the Bond Registrar.

(c) 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.

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

(e) The Bond Registrar has designated its [Dallas, Texas corporate trust office] to provide services in connection with the Bonds under the Bond Registrar Agreement.

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

By: _____
Vice President

Dated: [November __], 2019