

OFFICIAL NOTICE OF SALE

\$42,200,000

The Board of Education of the County of Ohio (West Virginia) Public School Bonds, Series 2019

The Board of Education of the County of Ohio, West Virginia (the “Board”) will receive bids electronically via PARITY[®] (as more fully described below) for the purchase of \$42,200,000 principal amount of Public School Bonds, Series 2019 (the “Bonds”), on an all-or-none basis, until 11:30 AM, Local Time, on

THURSDAY, APRIL 25, 2019

Bid Submission

Each proposal must be submitted via PARITY[®] in accordance with this Notice of Sale by 11:30 AM, Local Time, on April 25, 2019. No bid will be accepted after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY[®] conflict with this Notice, the terms of this Notice shall control. For further information about PARITY[®], potential bidders may contact the Financial Advisor at (304) 343-7101 or PARITY[®] at (800) 850-7422 and from the following website: www.newissuehome.i-deal.com. The bids will be publicly announced, and the Board will act upon the bids by 2:00 p.m. on April 25, 2019, Local Time.

No in person or fax bids will be accepted. Subscription to PARITY[®] is required in order to submit an electronic bid and the Board will neither confirm any subscription nor be responsible for any failure of a prospective bidder to subscribe. No other form of electronic bid or provider of electronic bidding services will be accepted. For the purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all electronic bids submitted. Each bid must be unconditional.

The Board reserves the right to postpone the date and time established for the receipt of the bids or to change the bidding parameters set forth in this Official Notice of Sale. Any such postponement or change will be announced by MUNIFACTS News Service, or any other such service, at least 48 hours prior to the time established for the receipt of bids. If the receipt of bids is postponed, any alternative date for receipt of bids will be announced. Any bidder must submit an electronic bid for the purchase of the Bonds on such alternative sale date in conformity with the provisions of the Official Notice of Sale, except for any changes announced via MUNIFACTS News Service or any other such service, as described therein.

Preliminary Official Statement

The Board has prepared a Preliminary Official Statement and has deemed the Preliminary Official Statement to be “final” as of its date for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, except for the omission of certain information as permitted by Rule 15c2-12(b)(1). Copies of the Preliminary Official Statement concerning the Bonds and the Official Form of Proposal relating to the Bonds may be secured from Dr. Kimberly S. Miller, Superintendent, Board of Education of the County of Ohio, 2203 National Rd., Wheeling, West Virginia, 26003, telephone: (304) 243-0300 or from Piper Jaffray & Co., 405 Capitol Street, East, Suite 613, Charleston, West Virginia, 25301, telephone (304) 343-7101.

Terms of the Bonds

The Bonds will be dated the date of their delivery (the “Dated Date”) and will mature on June 1 in the years and in the amounts as follows:

Maturing (June 1)	Principal Amount (\$)
2020	1,845,000
2021	2,250,000
2022	2,325,000
2023	2,410,000
2024	2,490,000
2025	2,580,000
2026	2,680,000
2027	2,790,000
2028	2,900,000
2029	3,015,000
2030	3,140,000
2031	3,255,000
2032	3,380,000
2033	3,505,000
2034	<u>3,635,000</u>
Total	\$42,200,000

The Bonds are general obligations of the Board and the full faith and credit of the Board are pledged for payment of the principal of and interest thereon. All the taxable property in Ohio County, West Virginia, will be subject to the levy of ad valorem taxes, without limitation as to rate or amount, sufficient to pay the principal of and interest on the Bonds when due.

The Bonds will be dated the Date of Delivery, and will be issued in fully registered form only, without coupons, and, when issued will be registered in the name of CEDE & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds.

Pursuant to Chapter 13, Article 1, of the Code of West Virginia, 1931, as amended, both the principal of and interest on the Bonds are payable at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia, as Paying Agent. The Board has designated WesBanco Bank, Inc., Wheeling, West Virginia, as the Registrar.

Interest on the Bonds will be payable on June 1 and December 1 of each year commencing December 1, 2019 until maturity. The principal of and interest on the Bonds are payable by the Paying Agent to DTC, which will in turn remit such principal and interest to its participants for subsequent distribution to the owners of the Bonds.

Optional Redemption

The Bonds maturing on or after June 1, 2030, are subject to redemption on or after June 1, 2029, at the option of the Board, in whole or in part, in order of maturity selected by the Board, at the redemption price equal to the principal of Bonds to be redeemed, together with interest, if any, accrued to the date fixed for redemption.

In the event of such optional redemption, the Board may direct the maturity or maturities of the Bonds and the amounts thereof to be redeemed, provided that the Bonds will be redeemed in whole multiples of \$5,000 in principal amount and in the minimum principal amount of \$50,000.

Notice of Redemption

Notice of any redemption of Bonds shall be given by the Registrar, on behalf of the Board, to registered owners of the Bonds to be redeemed at least thirty (30) and not more than sixty (60) days prior to the date fixed for redemption, by registered or certified mail, at the address appearing in the Bond Register or at such other address as is furnished in writing by the registered owner to the Registrar. Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of any proceedings for the redemption of the Bonds and failure to mail such notice shall not affect the validity of any such proceedings for any Bond with respect to which no such failure has occurred. Notice of redemption having been given in the manner described herein, and moneys necessary for their redemption of the Bonds having been deposited, the Bonds specified in such notice shall, on the date fixed for redemption, become due and payable and from and after such date (unless the Board shall default in the payment of the redemption price), such Bonds shall cease to bear interest.

Insurance at Bidder's Option

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment thereof, any purchase of such insurance or commitment therefor shall be at the sole option and expense of the bidder and any increased costs of issuance of the Bonds resulting by reason of such insurance, unless otherwise paid, shall be paid by such bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued, shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

Terms of Sale

Bidders may only bid to purchase all of the Bonds. Each proposal must state the amount bid for the Bonds, not less than \$42,200,000 or greater than 105% of the par value of the Bonds, and must state in multiples of 1/20 or 1/8 of 1% the rates of interest per annum which the Bonds are to bear, but must not state:

- (a) any interest rate which is in excess of 6.00% per annum,
- (b) more than one interest rate for any Bonds having like maturity, and
- (c) any interest rate for Bonds which exceeds the interest rate stated in such proposal for any other Bonds by more than three percent (3%).

The right is reserved to reject any and all proposals not conforming to this Official Notice of Sale and, so far as permitted by law, to waive any irregularity or informality with respect to any proposal.

Basis of Award

The Board, from among the legally acceptable proposals which comply with this Official Notice of Sale, will select the bidder (herein called the "successful bidder") on the basis of the lowest true interest cost ("TIC") as follows: the TIC is the discount rate (expressed as a per-annum percentage rate) which when used in computing the present value of all payments of principal and interest on the Bonds, from the payment dates to the date of the Bonds, produces an amount equal to the price bid, but excluding interest accrued to the date of delivery. Present value shall be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months. If two or more proper bids providing for identical amounts for the lowest true interest cost are received, the Board in its sole discretion shall determine which bid, if any, shall be accepted, and its determination shall be final.

Good Faith Deposit

The apparent successful bidder of the Bonds is required to submit a good faith deposit (the "Deposit") in the form of an electronic transfer of federal reserve funds immediately available for use by the Board, as instructed by the Board or its Financial Advisor, in an amount equal to \$844,000.00 no later than two hours after the bid submission time by 1:30 PM Local Time. If the electronic transfer is not received at the time indicated above, the Board will abandon its plan to award to such successful bidder, and will contact the next highest bidder and offer said bidder the opportunity to become the successful bidder, on the terms as outlined in said bidder's bid, so long

as said bidder submits a good faith electronic transfer within two hours of the time offered. The Board will distribute wiring instructions for the Deposit to the successful bidder upon verification of the bids submitted by the bidders and prior to the Wire Transfer Deadline. The successful winning bidder shall provide the federal funds reference number upon request of the Board. The Board will not award the Bonds to the successful bidder absent receipt of the Deposit prior to action awarding the Bonds. No interest on the Deposit will accrue to the successful bidder. The Deposit will be applied to the purchase price of the Bonds. If the successful bidder fails to honor its bid, the Deposit will be retained by the Board as full and complete liquidated damages.

Certificate of Winning Bidder

To provide the Board with information necessary for compliance with Section 148 of the Code, the successful bidder must complete, execute and deliver to the Board prior to the delivery of the Bonds, a certificate substantially in the form attached hereto as Exhibit A, regarding the “issue price” (as defined in Section 148 of the Code) of the Bonds, reflecting the reasonably expected initial offering prices of the Bonds that the Bonds are expected to be sold to the public as of the sale date. The term “public” excludes Underwriters and related parties to Underwriters (as defined in Exhibit A attached hereto).

In the event that the Board receives bids from less than three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds then the successful bidder will comply with the general rule and/or the “hold-the-offering-price” rule set forth in Treasury Regulation 1.148-1(f)(2) and will complete, execute and deliver to the Board prior to the delivery of the Bonds, a certificate substantially in the form attached hereto as Exhibit B.

At the request of the Board, the successful bidder will provide information explaining the factual basis for the successful bidder’s issue price certification. This agreement by the successful bidder to provide such information will continue to apply after the issue date of the Bonds if (1) the Board requests the information in connection with an audit or inquiry by the Internal Revenue Service or the Securities and Exchange Commission or (2) the information is required to be retained by the Board pursuant to future regulation or similar guidance from the Internal Revenue Service, the Securities and Exchange Commission or other federal or state regulatory authority.

In addition, the apparent winning bidder shall provide such issue price to the Board and its Financial Advisor no more than 20 minutes after the Submittal Time.

Delivery of the Bonds

The Bonds will be delivered upon payment of the balance of the purchase price in Federal Funds payable to the order of “The Board of Education of the County of Ohio, West Virginia”. It is expected that the Bonds will be available for delivery to The Depository Trust Company in New York, New York, or in the case of a FAST closing, delivery of the Bonds may be made locally to the Registrar through DTC, on or about May 9, 2019, on such business day and at such hour, as the Board may fix on five business days’ notice to the successful bidder, or at such other place and time as may be agreed upon with the successful bidder.

Rating

S&P Global Ratings, a division of S&P Global Inc., 55 Waters Street, New York, New York, 10041, has assigned the Bonds its rating of ‘AA-’ based on the Board’s eligibility for, and participation in, West Virginia’s municipal bond program (see “RATING” and “THE BONDS – Debt Administration” in the Official Statement). The Board did not apply for any other ratings. Such rating reflects only the views of such organization and reference is made to such organization for the meaning of such rating.

Opinion of Bond Counsel

It will be a condition to the obligation of the successful bidder to accept delivery of and pay for the Bonds that prior to or contemporaneously with such delivery, the successful bidder will be furnished with the final approving opinion of Dinsmore & Shohl LLP, Charleston, West Virginia, Bond Counsel. The opinion of Bond

Counsel will include an opinion that under existing laws, regulations, published rulings and judicial decisions of the United States of America, as presently written and applied, interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes and that the Bonds are exempt from all taxation by the State of West Virginia or any political subdivision thereof. Said opinion shall also contain further statements to the effect that the enforceability of rights or remedies with respect to the Bonds may be limited by bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

It will be a further condition of delivery of any payment for the Bonds that there also be delivered at such time certificates satisfactory to said Bond Counsel evidencing proper execution and delivery of the Bonds, including (i) a certificate dated the date of delivery of the Bonds, stating that there is no litigation pending or threatened affecting the validity of the Bonds, or wherein an adverse judgment or ruling could have a material adverse impact on the financial condition of the Board, or adversely affect the power of the Board to levy, collect and enforce the collection of taxes or other revenues for the payment of its Bonds, (ii) a certificate dated the date of delivery of the Bonds, of the President and Secretary of the Board, to the effect that at the time of the sale of the Bonds and at all times subsequent thereto up to and including the time of delivery of the Bonds, to the best of their knowledge, the Official Statement in final form and as of its date, did not contain any untrue 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 were made, not misleading, and (iii) a tax compliance documentation executed on behalf of the Board which will include, among other things, covenants relating to compliance with the Internal Revenue Code of 1986, as amended (the "Code"), with the owners of the Bonds that the Board, will, among other things, (a) take all actions on its part necessary to cause interest on the Bonds not to be includable in the gross income of the owners thereof for Federal income tax purposes, including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the Federal government, if any, and maintaining books and records in a special manner, where appropriate, and (b) refrain from taking any action which would cause interest on the Bonds to be includable in the gross income of the owners thereof for Federal income tax purposes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes. The Bonds will also bear the signed approval of the Attorney General of West Virginia to the effect that the Bonds are binding obligations of the Board and are incontestable.

Final Official Statement

Within seven (7) business days after the award of the Bonds to the successful bidder therefor, on the date of the sale, the Board, by its President, will authorize the delivery of its Official Statement in order to comply with Rule 15c2-12(b)(4) of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board. The Official Statement is expected to be substantially in the form of the Preliminary Official Statement. The Board will also issue any supplement or amendment to the Official Statement that may be necessary between the date of the Official Statement and the date of delivery of the Bonds. If requested and furnished to the Board in writing by the successful bidder at or before the close of business on the day of sale, the Board will include in the Official Statement such pricing and other information relating to the reoffering of the Bonds, if any, as may be so furnished. If no such information is furnished by the successful bidder, the Official Statement will include the interest rates on the Bonds resulting from the bid of the successful bidder and the other statements with respect to reoffering contained in the Preliminary Official Statement. Whether or not any such information is included in the Official Statement, the successful bidder shall be responsible to the Board and its officials in all respects for the accuracy, fairness and completeness of such information, and for all decisions made with respect to the use or omission of such information in any reoffering of the Bonds, including the presentation or exclusion of any such information in any documents, including the Official Statement. The Board reserves no responsibility or obligation for the distribution of the Official Statement to anyone other than the successful bidder. The successful bidder will also be furnished, without cost, up to 50 copies of the Official Statement. Additional copies may be ordered by the Purchaser at its expense.

Continuing Disclosure

The Board will covenant for the benefit of the Owners of the Bonds, in accordance with the Continuing Disclosure Agreement, which shall be delivered in substantially the form attached to the Preliminary Official

Statement as Appendix G thereto (the “Continuing Disclosure Agreement”), to provide certain annual financial information, including the audited financial statements of the Board for the prior fiscal year on or before April 30 of each year following the end of the Board’s fiscal year, commencing with the report for the fiscal year ending June 30, 2019, and to provide notice of the occurrence of the enumerated events listed therein. The annual financial information and each notice will be filed electronically by WesBanco Bank, Inc., Wheeling, West Virginia, as dissemination agent, on behalf of the Board with the Electronic Municipal Markets Access system (“EMMA”) of the Municipal Securities Rulemaking Board.

This continuing disclosure obligation is being undertaken to comply with Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission. The Board has agreed to give notice in a timely manner to EMMA of any failure to supply the required annual financial information. However, any such failure will not constitute a default under the terms of the Bonds. Under the Continuing Disclosure Agreement, the sole remedy for such failure is to seek an order for specific performance. For a description of the Board’s compliance with prior continuing disclosure undertakings in the past five years, please see the information under the heading “CONTINUING DISCLOSURE – Continuing Disclosure Compliance” in the Preliminary Official Statement.

CUSIP Numbers

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with terms of this Official Notice of Sale. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the Board. However, the CUSIP Service Bureau charges for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser of the Bonds.

THE BOARD OF EDUCATION OF THE COUNTY OF OHIO,
WEST VIRGINIA

By: /s/ Dr. Kimberly S. Miller
Its: Superintendent

DATE: April 10, 2019

EXHIBIT A

\$42,200,000

**The Board of Education of the County of Ohio (West Virginia)
Public School Bonds, Series 2019**

**FORM OF ISSUE PRICE CERTIFICATE
WITH AT LEAST 3 QUALIFYING BIDS**

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in ***Schedule A*** (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as ***Schedule B*** is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) ***Issuer*** means The Board of Education of the County of Ohio (West Virginia).

(b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is April 25, 2019.

(d) ***Underwriter*** means (i) 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 (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph 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).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s 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 Issuer’s tax certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dinsmore & Shohl LLP in connection with rendering its opinion that the interest on the Bonds 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 Bonds.

[NAME OF UNDERWRITER]

By: _____

Name: _____

Title: _____

Dated: May 9, 2019

SCHEDULE A

EXPECTED OFFERING PRICES

[SEE ATTACHED]

SCHEDULE B

COPY OF UNDERWRITER'S BID
[SEE ATTACHED]

EXHIBIT B

\$42,200,000
The Board of Education of the County of Ohio (West Virginia)
Public School Bonds, Series 2019

FORM OF ISSUE PRICE CERTIFICATE
WITH LESS THAN 3 QUALIFYING BIDS

The undersigned, on behalf of [NAME OF UNDERWRITER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of 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.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Notice of Sale and bid award, the Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds 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 (as defined below) 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 Bonds during the Holding Period.

3. ***CUSIP Number.*** The CUSIP number assigned to the final maturity of the Bonds is 677313 ____.

4. ***Yield on the Bonds.*** It computed the yield on the Bonds, [_____]%, as that yield (determined on the basis of semiannual compounding) which, when used in computing the present worth of all payments of principal and interest to be made with respect to particular obligations, produces an amount equal to their purchase price, which, in the case of the Bonds is the Initial Offering Prices, determined without taking into account issuance expenses and underwriter’s discount.

5. ***Weighted Average Maturity.*** The “weighted average maturity” of the Bonds has been calculated to be [_____] years. The weighted average maturity is the sum of the products of the respective Initial Offering Price of each Maturity and the number of years to maturity (determined separately for each Maturity and by taking into account mandatory redemptions), divided by the aggregate Initial Offering Prices of the Bonds as of the date hereof.

6. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) ***Holding Period*** means, with respect to a Hold-the-Offering-Price Maturity, 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 May 2, 2019), or

(ii) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means The Board of Education of the County of Ohio (West Virginia).

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is April 25, 2019.

(h) *Underwriter* means (i) 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 (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph 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).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITER]’s 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 foregoing tax certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dinsmore & Shohl LLP in connection with rendering its opinion that the interest on the Bonds 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 Bonds.

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[NAME OF UNDERWRITER]

By: _____
Name: _____
Title: _____

Dated: May 9, 2019

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES
[SEE ATTACHED]**

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION
[SEE ATTACHED]