

COOPERATIVE AGREEMENT

Among

Tri Star Compact Participating School Districts and the Fiscal Board

Effective as of January ___, 2017, the Celina City School District Board of Education, the Coldwater Exempted Village Local School District Board of Education, the Fort Recovery Local School District Board of Education, the Marion Local School District Board of Education, the Minster Local School District Board of Education, the New Bremen Local School District Board of Education, the New Knoxville Local School District Board of Education, the St. Henry Consolidated Local School District Board of Education and the St. Marys City School District Board of Education enter into this Cooperative Agreement (the "Cooperative Agreement").

RECITAL:

WHEREAS, the Celina City School District, the Coldwater Exempted Village Local School District, the Fort Recovery Local School District, the Marion Local School District, the Minster Local School District, the New Bremen Local School District, the New Knoxville Local School District, the St. Henry Consolidated Local School District and the St. Marys City School District (each a "Participating District" and collectively, the "Participating Districts"), Counties of Auglaize, Mercer, Darke and Shelby, Ohio, comprise a "qualifying partnership" (the "Qualifying Partnership") within the meaning of Sections 3318.71, 5705.2112 and 5705.2113 of the Revised Code; and

WHEREAS, the Participating Districts entered into that certain Tri Star Career Compact Agreement, effective September 1, 2016 (the "Compact Agreement"), which determines and establishes, among other things, the Advisory Council, funding, expenses, programming and admissions to programs within the Tri Star Career Compact (the "Compact"); and

WHEREAS, the Compact Agreement terminates on July 31, 2021, unless renewed for an additional period or additional periods; and

WHEREAS, pursuant to Section 3318.71 of the Revised Code, the Qualifying Partnership is authorized to levy taxes and issue bonds under Sections 5705.2112 and 5705.2113 of the Revised Code and to use all or part of the funding for the acquisition of classroom facilities under Section 3818.71(C) of the Revised Code; and

WHEREAS, the Board of Education of the Celina City School District has been designated by the Participating Districts as the fiscal board (the "Fiscal Board") of the Qualifying Partnership within the meaning of Sections 5705.2112 and 5705.2113 of the Revised Code; and

WHEREAS, the Treasurer of the Fiscal Board is the fiscal officer (the "Fiscal Agent") of the Qualifying Partnership within the meaning of Section 5705.2113 of the Revised Code; and

WHEREAS, the Qualifying Partnership has entered into a Project Agreement (the “Project Agreement”) with the Ohio School Facilities Commission (the “Commission”) with respect to a co-funded project consisting of the acquisition of classroom facilities (the “Project”) to be acquired and constructed on real property the fee interest in which is held by the Fiscal Board on behalf of the Qualifying Partnership (the “Property”); and

WHEREAS, the Fiscal Board has authorized the issuance, on behalf of the Qualifying Partnership, of Tri Star Career Compact Classroom Facilities Bonds, Series 2016 (General Obligation – Unlimited Tax) in the maximum aggregate principal amount of \$17,000,000, as current interest Bonds and capital appreciation Bonds (the “Series 2016 Bonds”); and

WHEREAS, the Fiscal Board, on behalf of the Qualifying Partnership, has been authorized by vote of the electors of the Participating Districts to levy ad valorem taxes on taxable property in the territory of the Qualifying Partnership to pay principal, premium, if any and interest thereon (“debt service”) on the Series 2016 Bonds; and

WHEREAS, the Securities and Exchange Commission’s Rule 15c2-12 (the “Rule”) requires, with limited exception, continuing disclosure with respect to new offerings of municipal securities of \$1,000,000 or more in aggregate principal amount, such as the Series 2016 Bonds, to be provided to the Municipal Securities Rulemaking Board (the “MSRB”) through the Electronic Municipal Market Access System (“EMMA”) in a timely manner in accordance with the Rule;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Covenants and Representations. The Board of Education of each Participating District hereby represents and covenants as follows:

- (a) It is a duly constituted board of education under Ohio law.
- (b) The Participating District is duly constituted and is a validly existing school district, political subdivision and taxing authority under Ohio law.
- (c) It lawfully entered into the Compact Agreement and the Participating District is a participating school district in the Qualifying Partnership.
- (d) It is duly authorized by legislative action to enter into this Cooperative Agreement.
- (e) The Participating District is an “obligated person” with respect to the Series 2016 Bonds within the meaning of the Rule.
- (f) The Participating District has put procedures in place to ensure timely disclosure with respect to any continuing disclosure undertaking of the Participating District under the Rule.

(g) So long as the Compact or the Qualifying Partnership shall have any indebtedness related to the Project outstanding (including, without limitation, the Series 2016 Bonds), it shall

(i) Do all things necessary and proper, including the making of annual appropriations, to continue the existence of the Compact and the Qualifying Partnership and to continue its membership in the Compact and participation in the Qualifying Partnership; and

(ii) do all things necessary and proper, including the making of annual appropriations, to cause the Compact Agreement to be renewed from time to time so that it does not terminate or lapse but remains in full force and effect at all times while such indebtedness is outstanding;

(iii) provide in a timely manner annual financial information, including audited financial statements when available, and unaudited financial statements until such time as audited financial statements are available, and certain operating data required to be provided to the Fiscal Board pursuant to the continuing disclosure undertaking of the Participating District with respect to the Series 2016 Bonds, in substantially the form of the Continuing Disclosure Certificate of Participating District attached hereto as Exhibit A; and

(iv) provide in a timely manner annual financial information, including audited financial statements when available, and unaudited financial statements until such time as audited financial statements are available, if required, and certain operating data required to be provided to the MSRB for posting on EMMA pursuant to continuing disclosure undertakings of the Participating District with respect to any tax-exempt debt of the Participating District outstanding.

(h) It will do all things necessary and proper and required of it as a Participating District in the Qualifying Partnership by the Project Agreement.

The Fiscal Board, on behalf of the Qualifying Partnership, hereby represents and covenants as follows:

(a) It is duly constituted and is a validly existing school district, political subdivision and taxing authority under Ohio law.

(b) It is duly authorized to serve as, and it serves as, the Fiscal Board for the Qualifying Partnership.

(c) It is duly authorized by legislative action to enter into this Cooperative Agreement.

(d) As issuer of the Series 2016 Bonds, it is an "obligated person" with respect to the Series 2016 Bonds within the meaning of the Rule.

(e) It has put procedures in place to ensure timely disclosure with respect to any of its continuing disclosure undertakings under the Rule.

(f) So long as the Compact or the Qualifying Partnership shall have any indebtedness related to the Project outstanding for which there is a continuing disclosure undertaking under the Rule, including (without limitation) the Series 2016 Bonds, in substantially the form of the Continuing Disclosure Certificate of Fiscal Board attached hereto as Exhibit B, it shall provide in a timely manner annual financial information, including audited financial statements of the Participating Districts when available, and unaudited financial statements of the Participating Districts until such time as audited financial statements are available, and certain operating data required to be provided to the MSRB for posting on EMMA.

SECTION 2. The Project Agreement. The Board of Education of each Participating District hereby agrees that

(a) It will do all things necessary and proper to ensure that the Fiscal Board and the Qualifying Partnership fund the local share of the Project costs.

(b) It will do all things necessary and proper to ensure that the Fiscal Board and Qualifying Partnership proceed with diligence to acquire, construct and complete the Project in a timely manner.

(c) After completion of the Project, it shall do all things within its power to require that the Compact continues to use the Project for a public educational purpose allowable under the proceedings pertaining to the issuance of the Series 2016 Bonds and as required by the Commission.

(i) In the event the Project ceases to be used for a public educational purpose as aforesaid, the Project Agreement requires that there be reimbursement of monies to the Commission in accordance with the terms of the Project Agreement. In the event that said reimbursement to the Commission is required, the parties hereto agree that they shall be jointly and severally liable for said reimbursement to the Commission in the manner provided in Section 5 hereof.

(ii) In the event that the Project ceases to be used for a public educational purpose as aforesaid due to damage and/or destruction to the Project, the parties hereto agree that they shall work cooperatively to repair and replace the damaged or destroyed portions of the Project; and, in the event that a majority of the Participating Districts agrees that repair or replacement of the Project is either not feasible or not in the best interest of the Compact and Qualifying Partnership, then the Fiscal Board shall apply property and casualty insurance proceeds with respect to the Project first to any reimbursement required to be made to the Commission, and shall deposit any surplus funds to the Bond Retirement Fund (as defined herein).

SECTION 3. Termination of the Qualifying Partnership or the Compact. In the event that, after completion of the Project, the Qualifying Partnership or the Compact permanently terminates and the Qualifying Partnership is required to return funds to the Commission in accordance with the terms of the Project Agreement, each Participating District shall receive a fee ownership interest in the Property as improved by the Project equal to the following

percentages (the “Pro Rata Share”), which represent the current percentages of the aggregate assessed valuation of the Qualifying Partnership within each respective Participating District:

<u>Participating District</u>	<u>Ownership Percentage to be Assigned</u>
Celina CSD	28.12%
Coldwater EVSD	10.44
Fort Recovery LSD	7.77
Marion LSD	7.64
Minster LSD	9.06
New Bremen LSD	7.37
New Knoxville LSD	2.89
St. Henry Consolidated LSD	8.83
St. Marys CSD	17.89
Grand Total	<u>100.00%</u>

SECTION 4. Disposition or Sale of the Project. In the event the Project is no longer required for the purpose for which it was acquired and constructed by the Qualifying Partnership, if there is tax-exempt indebtedness of the Qualifying Partnership, including the Series 2016 Bonds, outstanding, the proceeds of sale after repayment, if any, to the Commission shall be applied first to the redemption of the Series 2016 Bonds outstanding and, thereafter, to the retirement of other indebtedness of the Qualifying Partnership.

SECTION 5. Joint and Several Liability of Participating Districts. In the event that tax levy proceeds on deposit in the Fiscal Board’s bond retirement for the Series 2016 Bonds (the “Bond Retirement Fund”) are insufficient to pay when due the debt service on the Series 2016 Bonds on the ensuing June 1 or December 1 (each, a “Payment Date”), the Fiscal Board shall notify each Participating District not less than 45 days before that Payment Date of the amount of the insufficiency, and each Participating District shall do all things necessary within its lawful authority to ensure that funds in an amount sufficient to pay said debt service when due (the “Make Up Payment”) is timely deposited to the Bond Retirement Fund for that purpose. Each Participating District shall be jointly and severally liable for 100% of the Make Up Payment. Each Participating District hereby covenants to provide its Pro Rata Share of the Make Up Payment; and to the extent that any Participating District does not provide its Pro Rata Share of the Make Up Payment within 30 days of the Payment Date, the remaining Participating Districts shall provide funds over and above their respective Pro Rata Share of the Make Up Payment to the Fiscal Board immediately such that, in the aggregate, 100% of the Make Up Payment has been provided to the Fiscal Board for deposit to the Bond Retirement Fund for the timely payment of debt service on the Series 2016 Bonds. All funds paid by a Participating District to the Fiscal Board pursuant to this Section shall be reimbursed to that Participating District by the Fiscal Board from the collections of the tax levy relating to the Series 2016 Bonds in the following tax year to the extent such collections exceed the debt service on the Series 2016

Bonds required to be paid in that year, and thereafter, in each year until the Participating District has been reimbursed in full for its payments made with respect to the Make Up Payment. Make Up Payments, if any, shall be distinguished one from another by appropriate designation indicating the Payment Date for which a Make Up Payment has been required.

With respect to the joint and several liability of the Participating Districts for reimbursements required to be made to the Commission under the Project Agreement, the foregoing Make Up Payment provisions shall apply, except that the initial source of funds for the reimbursement by the Fiscal Board to the respective Participating Districts for any reimbursement payments made to the Commission shall be, to the extent lawfully available for the purpose, funds held by the Qualifying Partnership and Compact under the Compact Agreement.

SECTION 6. General Provisions.

(a) This Cooperative Agreement may be amended or modified only in a writing signed by the all of the parties hereto.

(b) This Cooperative Agreement and the signatures on this Cooperative Agreement may be transmitted by PDF format via email. PDF format copies of signatures shall be deemed to constitute original signatures and PDF format copies of this Cooperative Agreement (or counterparts of this Cooperative Agreement containing the signatures of each of the parties) shall be deemed to constitute a single, enforceable agreement.

(c) This Cooperative Agreement will be governed by the laws of the State of Ohio, without regard to its conflict of laws principles.

(d) The party entitled to the benefit thereof may waive any of the terms and conditions of this Cooperative Agreement at any time and from time to time in writing without affecting any of the other terms or conditions of this Cooperative Agreement. The waiver by a party of any breach of this Cooperative Agreement will not operate or be construed as a waiver of any subsequent breach. Time is of the essence in all provisions of this Cooperative Agreement.

(e) The section and paragraph headings contained in this Cooperative Agreement are for reference purposes only and will not affect the meaning or interpretation of this Cooperative Agreement.

(f) Except as otherwise expressly provided herein, nothing in this Cooperative Agreement is intended or will be construed to confer upon or give any person, firm or corporation, other than the parties hereto, any right or remedy hereunder or by reason hereof.

(g) The invalidity or unenforceability of any term or provision of this Cooperative Agreement will not affect the validity or enforceability of any of the other terms or provisions.

(h) This Cooperative Agreement may not be assigned by any party, whether by operation of law or otherwise, without the prior written consent of all other parties hereto.

Subject to the foregoing, this Cooperative Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed by their duly authorized signatories as of the date first above written.

BOARD OF EDUCATION OF THE CELINA
CITY SCHOOL DISTRICT as a Participating
District and
THE CELINA CITY SCHOOL DISTRICT as
Fiscal Board

By: _____

Name: _____

Title: _____

BOARD OF EDUCATION OF THE
COLDWATER EXEMPTED VILLAGE LOCAL
SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

BOARD OF EDUCATION OF THE FORT
RECOVERY LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

BOARD OF EDUCATION OF THE MARION
LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

BOARD OF EDUCATION OF THE MINSTER
LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

BOARD OF EDUCATION OF THE NEW
BREMEN LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

BOARD OF EDUCATION OF THE NEW
KNOXVILLE LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

BOARD OF EDUCATION OF THE ST. HENRY
CONSOLIDATED LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

BOARD OF EDUCATION OF THE ST. MARYS
CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

§ _____
Tri Star Career Compact Classroom Facilities Bonds, Series 2016
(General Obligation - Unlimited Tax)

CONTINUING DISCLOSURE CERTIFICATE OF PARTICIPATING DISTRICT

This CONTINUING DISCLOSURE CERTIFICATE, dated as of January __, 2017 (the “*Agreement*”), is made, signed and delivered by the _____ School District, a political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (the “*District*”), by its Board of Education, for the benefit of the Holders and Beneficial Owners (as defined herein) from time to time of \$ _____ Tri Star Career Compact Classroom Facilities Bonds, Series 2016 (General Obligation – Unlimited Tax) (the “*Series 2016 Bonds*”), of even date herewith issued by Celina City School District (the “*Fiscal Board*”), as Fiscal Board on behalf of the Qualifying Partnership (as defined herein), comprised of the Fiscal Board, the Coldwater Exempted Village Local School District, the Fort Recovery Local School District, the Marion Local School District, the Minster Local School District, the New Bremen Local School District, the New Knoxville Local School District, the St. Henry Consolidated Local School District, and the St. Marys City School District (each, a “*Participating District*” and collectively, the “*Participating Districts*”), and authorized by the electors of the Qualifying Partnership at an election held on August 2, 2016, and by a resolution duly passed on October 17, 2016, by the Fiscal Board on behalf of the Qualifying Partnership (the “*Bond Legislation*”). The Participating Districts are members of the Tri Star Career Compact and comprise a “qualifying partnership” within the meaning of Section 3318.71 of the Ohio Revised Code (the “*Qualifying Partnership*”). The Fiscal Board is issuing the Series 2016 Bonds on behalf of the Qualifying Partnership.

RECITAL

NOW, THEREFORE, in accordance with the Cooperative Agreement, and in consideration of the Fiscal Board’s willingness to act as disclosure agent for the District and Qualifying Partnership, the District covenants, agrees and certifies as set forth in this Continuing Disclosure Certificate:

Section 1. Purpose of Continuing Disclosure Certificate. This Certificate is given, signed and delivered for the benefit of the Holders and Beneficial Owners of the Series 2016 Bonds and in order to assist the (a) Participating Underwriter of the Series 2016 Bonds and (b) the Fiscal Board, as disclosure agent for the District and the Qualifying Partnership, in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (“SEC”) pursuant to the Securities Exchange Act of 1934, as may be amended from time to time (the “*Rule*”).

Section 2. Definitions. In addition to the definitions set forth above, the following capitalized terms shall have the following meanings in this Agreement, unless the context clearly otherwise requires. Reference to “Sections” shall mean sections of this Agreement.

“*Annual Filing*” means any Annual Information Filing provided by the Fiscal Board on behalf of the Qualifying Partnership pursuant to the Rule.

“*Audited Financial Statements*” means the audited basic financial statements of the District, prepared in conformity with generally accepted accounting principles.

“*Beneficial Owner*” means any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016 Bonds (including persons holding Series 2016 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2016 Bonds for federal income tax purposes.

“*EMMA*” means the Electronic Municipal Market Access system of the MSRB; information regarding submissions to EMMA is available at <http://emma.msrb.org>.

“*Filing Date*” means February 1 of each year, commencing February 1, 2018.

“*Fiscal Board Filing Date*” means, with respect to the provision of annual financial information by the District to the Fiscal Board, on or before December 1 of each year for the fiscal year ending the preceding June 30, commencing December 1, 2017, to enable the Fiscal Board to meet its continuing disclosure obligations on behalf of the Qualifying Partnership with respect to the Series 2016 Bonds by the Filing Date.

“*Fiscal Year*” means the 12-month period beginning on July 1 of each year or such other 12-month period as the District shall adopt as its fiscal year.

“*Holder*” means, with respect to the Series 2016 Bonds, the person in whose name a Bond is registered in accordance with the Bond Ordinance.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Obligated Person*” means, any person, including the issuer of municipal securities (such as the Series 2016 Bonds), who is generally committed by contract or other arrangement to support payment of all or part of the obligations on the municipal securities being sold in an Offering (as defined in the Rule); each Participating District, including the District and the Fiscal Board, is an Obligated Person with respect to the Series 2016 Bonds.

“*Official Statement*” means the Official Statement for the Series 2016 Bonds dated _____, 2016, as the same may have been amended prior to the date hereof.

“*Participating Underwriter*” means Boenning & Scattergood, Inc., the original underwriter of the Series 2016 Bonds required to comply with the Rule in connection with offering of the Series 2016 Bonds.

“*Specified Events*” means any of the events set forth in Section 5(a).

“*State*” means the State of Ohio.

Section 3. Provision of Annual Information.

(a) The District shall provide (or cause to be provided) to the Fiscal Board certain annual information which is consistent with the requirements of Section 4 not later than the Fiscal Board Filing Date, in order to enable the Fiscal Board to provide (or cause to be provided) not later than the Filing Date to the MSRB an Annual Filing with respect to the Qualifying Partnership and the Series 2016 Bonds. The Annual Filing shall be submitted in an electronic format and contain such identifying information as is prescribed by the MSRB, and may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4; provided that the Audited Financial Statements of the District may be submitted separately from the balance of the Annual Financial Information to the Fiscal Board which shall provide the same to the MSRB separately from the Annual Filing and later than the February 1 Filing Date if the Audited Financial Statements are not available by that date. If the District's Fiscal Year changes, it shall give notice of such change to the Fiscal Board in the same manner as for a Specified Event under Section 5, which shall provide the same to the MSRB.

(b) If the District is unable to provide to the Fiscal Board the Annual Financial Information by the Filing Date and in any event by a date in advance of the Fiscal Board's February 1 Filing Date with the MSRB, the District shall, in a timely manner, send a notice to the Fiscal Board, which shall send a notice to the MSRB in an electronic format as prescribed by the MSRB.

Section 4. Content of Annual Filing. The District's Annual Financial Information shall contain or include by reference the following:

(a) The Audited Financial Statements of the District, when and if available, utilizing generally accepted accounting principles applicable to governmental units as described in the Official Statement, except as may be modified from time to time and described in such financial statements. If the District's financial statements are audited on a biennial basis, or if the Audited Financial Statements of the District are not available for any other reason by the Fiscal Board Filing Date, the District shall provide unaudited financial statements to the Fiscal Board by the Fiscal Board Filing Date to comply with this Section.

(b) The summary of the District's five-year financial projection prepared by the Treasurer of the District, in compliance with HB 412.

(c) Any additional information that the Fiscal Board may reasonably request to enable it to make the Annual Filing on behalf of the Qualifying Partnership with the MSRB in a timely manner.

Any or all of the items listed above may be included by specific reference to other documents, including annual informational statements of the District or official statements of debt issues of the District or related public entities, which have been submitted to the MSRB or the SEC. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting Specified Events.

(a) The District shall provide to the Fiscal Board, in a timely manner but not later than five (5) business days after the occurrence of the event, notice of any of the following events:

- (1) Failure by the District to comply with any of its continuing disclosure undertakings with respect to the Series 2016 Bonds; or
- (2) Failure by the District to comply with any of its continuing disclosure undertakings with respect to any indebtedness of the District; or
- (3) Bankruptcy, insolvency, receivership or similar event of the District.

Section 6. Amendments. The District reserves the right to amend this Agreement if the Fiscal Board, on behalf of the Qualifying Partnership, consents in writing to such amendment, and noncompliance with any provision of this Agreement may be waived, as may be necessary or appropriate to (a) achieve its compliance with any applicable federal securities law or rule, (b) cure any ambiguity, inconsistency or formal defect or omission and (c) address any change in circumstances arising from a change in legal requirements, change in law or change in the identity, nature or status of the District or type of business conducted by the District. Any such amendment or waiver shall not be effective unless the Agreement (as amended or taking into account such waiver) would have materially complied with the requirements of the Rule at the time of the primary offering of the Series 2016 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the District shall have received a written opinion of bond counsel or other qualified independent special counsel selected by the Fiscal Board, on behalf of the Qualifying Partnership, that the amendment or waiver would not materially impair the interests of Holders of at least a majority of the principal amount of the Series 2016 Bonds then outstanding. If the amendment relates to the accounting principles to be followed in preparing Audited Financial Statements, (A) the District shall provide to the Fiscal Board notice of such change in the same manner as for a Specified Event under Section 5 and (B) the Annual Filing for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements or information as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Agreement or providing any other means of communication, or including any other information in any Annual Filing or providing notice of the occurrence of an event, in addition to that which is required by this Agreement. If the District chooses to include any information in any document or notice of occurrence of an event in addition to that which is specifically required by this Agreement, the District shall have no obligation under this Agreement to update such information or to require its inclusion by the Fiscal Board in any future Annual Filing or notice of occurrence of a Specified Event.

Section 8. Remedy for Breach. This Agreement shall be solely for the benefit of the Holders and Beneficial Owners from time to time of the Series 2016 Bonds. The exclusive remedy for any breach of the Agreement by the District shall be limited, to the extent permitted by law, to a right of Holders and Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the District of its obligations under this Agreement in a court in Mercer County, Ohio. Any such proceedings shall be instituted and maintained only in accordance with Section 133.25(B)(4)(b) or (C)(1) of the Revised Code (or any like or comparable successor provisions); provided that any Holder or Beneficial Owner may exercise individually any such right to require the District to specifically perform its obligation to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Any Beneficial Owner seeking to require the District to comply with this Agreement shall first provide at least 30 days' prior written notice to the District of the District's failure, giving reasonable detail of such failure, following which notice the District shall have 30 days to comply. A default under this Agreement shall not be deemed an event of default under the Bond Legislation, and the sole remedy under this Agreement in the event of any failure of the District to comply with this Agreement shall be an action to compel performance. No person or entity shall be entitled to recover monetary damages under this Agreement.

Section 9. Appropriation. The performance by the District of its obligations under this Agreement shall be subject to the availability of funds and their annual appropriation to meet costs that the District would be required to incur to perform those obligations. The District shall provide notice to the Fiscal Board in the same manner as for a Specified Event under Section 5 of the failure to appropriate funds to meet costs to perform the obligations under this Agreement.

Section 10. Termination. The obligations of the District under the Agreement shall remain in effect only for such period that the Series 2016 Bonds are outstanding in accordance with their terms and the District remains an Obligated Person with respect to the Series 2016 Bonds within the meaning of the Rule. The obligation of the District to provide the information and notices of the events described above shall terminate, if and when the District no longer remains such an Obligated Person. If any person, other than the District, becomes an Obligated Person relating to the Series 2016 Bonds, the District shall use its best efforts to require such Obligated Person to comply with all provisions of the Rule applicable to such Obligated Person.

Section 11. Dissemination Agent. The District may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Agreement, and may discharge any such agent, with or without appointing a successor dissemination agent. The District acknowledges that the appointment or engagement of, or the failure to appoint or engage or the discharge of (for whatever reason, including nonappropriation of funds) a dissemination agent does not relieve the District of its obligation to comply with the Rule and this Agreement.

Section 12. Beneficiaries. This Agreement shall inure solely to the benefit of the District, the Fiscal Board, any dissemination agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Series 2016 Bonds, and shall create no rights in any other person or entity.

Section 13. Recordkeeping. The District shall maintain records of all information and data provided to the Fiscal Board hereunder and the date of filing or providing said information and data to the Fiscal Board.

Section 14. Governing Law. This Agreement shall be governed by the laws of the State.

IN WITNESS WHEREOF, the District has caused this Continuing Disclosure Certificate to be duly signed and delivered to the Participating Underwriter, as part of the Bond proceedings and in connection with the original delivery of the Series 2016 Bonds to the Participating Underwriter, on its behalf by its official signing below, all as of the date set forth above, and the Holders and Beneficial Owners from time to time of the Series 2016 Bonds shall be deemed to have accepted this Agreement made in accordance with the Rule.

BOARD OF EDUCATION OF THE

SCHOOL
DISTRICT

By: _____

Name: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE – CONTINUING DISCLOSURE CERTIFICATE

The undersigned fiscal officer of the _____ School District (_____ County, Ohio), hereby certifies that the money required to meet the obligations of the School District under the foregoing Certificate in accordance with the Rule during Fiscal Year 2017, has been lawfully appropriated by the School District for those purposes and is in the treasury of the School District 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: January __, 2017

Treasurer

EXHIBIT B

§ _____
Tri Star Career Compact Classroom Facilities Bonds, Series 2016
(General Obligation - Unlimited Tax)

CONTINUING DISCLOSURE CERTIFICATE OF FISCAL BOARD

This CONTINUING DISCLOSURE CERTIFICATE, dated January __, 2017 (the “*Agreement*”), is made, signed and delivered by the Celina City School District, a political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio (the “*District*”), by its Board of Education, for the benefit of the Holders and Beneficial Owners (as defined herein) from time to time of \$ _____ Tri Star Career Compact Classroom Facilities Bonds, Series 2016 (General Obligation – Unlimited Tax) (the “*Series 2016 Bonds*”), of even date herewith issued by the District, as Fiscal Board (the “*Fiscal Board*”) on behalf of the Qualifying Partnership (as defined herein), comprised of the Fiscal Board, the Coldwater Exempted Village Local School District, the Fort Recovery Local School District, the Marion Local School District, the Minster Local School District, the New Bremen Local School District, the New Knoxville Local School District, the St. Henry Consolidated Local School District, and the St. Marys City School District (each, a “*Participating District*” and collectively, the “*Participating Districts*”), and authorized by the electors of the Qualifying Partnership at an election held on August 2, 2016, and by a resolution duly passed on October 17, 2016, by the Fiscal Board on behalf of the Qualifying Partnership (the “*Bond Legislation*”). The Participating Districts are members of the Tri Star Career Compact and comprise a “qualifying partnership” within the meaning of Section 3318.71 of the Ohio Revised Code (the “*Qualifying Partnership*”). The Fiscal Board is issuing the Series 2016 Bonds on behalf of the Qualifying Partnership. The Fiscal Board is also a Participating District.

RECITAL

The Fiscal Board, on behalf of the Qualifying Partnership, by passage of the Bond Legislation, has determined to issue the Series 2016 Bonds to provide funds for the purpose of funding part of the costs of acquiring classroom facilities and necessary appurtenances, including land acquisition (the “*Project*”), and Boenning & Scattergood, Inc. (the “*Participating Underwriter*”), has agreed to provide those funds to the Fiscal Board, on behalf of the Qualifying Partnership, by purchasing the Series 2016 Bonds. As a condition to the purchase of the Series 2016 Bonds from the Fiscal Board, on behalf of the Qualifying Partnership, and the sale of Series 2016 Bonds to Holders and Beneficial Owners, the Participating Underwriter is required to reasonably determine that the Fiscal Board and any other “obligated person” within the meaning of the Rule (as defined herein) has undertaken, in a written agreement for the benefit of Holders and Beneficial Owners of the Series 2016 Bonds, to provide certain information in accordance with the Rule. The Celina City School District in its capacity as Fiscal Board and issuer of the Series 2016 Bonds, and in its capacity as a Participating District, is an “obligated person” with respect to the Series 2016 Bonds within the meaning of the Rule. The District has entered into a certain Cooperative Agreement dated as of January __, 2016, with all other Participating Districts (the “*Cooperative Agreement*”), whereby each Participating District has represented and covenanted that so long as the Tri Star Career Compact (the “*Compact*”) or the Qualifying

Partnership shall have any indebtedness related to the Project outstanding (including, without limitation, the Series 2016 Bonds), the Participating District shall, among other things, provide in a timely manner to the Fiscal Board certain annual information and operating data (the “*Annual Financial Information*”) to enable the Fiscal Board to comply with its continuing disclosure undertaking on behalf of the Qualifying Partnership under the Rule with respect to the Series 2016 Bonds.

NOW, THEREFORE, in accordance with the Cooperative Agreement, and in consideration of the receipt of the Continuing Disclosure Certificates from each of the Participating Districts, the Fiscal Board covenants, agrees and certifies as set forth in this Continuing Disclosure Certificate:

Section 1. Purpose of Continuing Disclosure Certificate. This Certificate is given, signed and delivered for the benefit of the Holders and Beneficial Owners of the Series 2016 Bonds and in order to assist the Participating Underwriter of the Series 2016 Bonds in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (“SEC”) pursuant to the Securities Exchange Act of 1934, as may be amended from time to time (the “*Rule*”).

Section 2. Definitions. In addition to the definitions set forth above, the following capitalized terms shall have the following meanings in this Agreement, unless the context clearly otherwise requires. Reference to “Sections” shall mean sections of this Agreement.

“*Annual Filing*” means any Annual Information Filing provided by the Fiscal Board, on behalf of the Qualifying Partnership, pursuant to, and as described in, Sections 3 and 4.

“*Audited Financial Statements*” means the audited basic financial statements of each of the Participating Districts in the Qualifying Partnership, prepared in conformity with generally accepted accounting principles.

“*Beneficial Owner*” means any person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016 Bonds (including persons holding Series 2016 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2016 Bonds for federal income tax purposes.

“*EMMA*” means the Electronic Municipal Market Access system of the MSRB; information regarding submissions to EMMA is available at <http://emma.msrb.org>.

“*Filing Date*” means the February 1 of each Fiscal Year (or the next succeeding business day if that day is not a business day), beginning February 1, 2018.

“*Fiscal Board Filing Date*” means, with respect to the provision of annual financial information by a Participating District to the Fiscal Board, on or before December 1 of each year for the fiscal year ending the preceding June 30, commencing December 1, 2017, to enable the Fiscal Board to meet its continuing disclosure obligations on behalf of the Qualifying Partnership with respect to the Series 2016 Bonds by the Filing Date.

“*Fiscal Year*” means the 12-month period beginning on July 1 of each year or such other 12-month period as the Compact (and Qualifying Partnership) shall adopt as its fiscal year.

“*Holder*” means, with respect to the Series 2016 Bonds, the person in whose name a Bond is registered in accordance with the Bond Legislation.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Obligated Person*” means, any person, including the issuer of municipal securities (such as the Series 2016 Bonds), who is generally committed by contract or other arrangement to support payment of all or part of the obligations on the municipal securities being sold in an Offering (as defined in the Rule); each Participating District, including the District and Fiscal Board, is an Obligated Person for the Series 2016 Bonds.

“*Official Statement*” means the Official Statement for the Series 2016 Bonds dated _____, 2016, as the same may have been amended prior to the date hereof.

“*Participating Underwriter*” means Boenning & Scattergood, Inc., the original underwriter of the Series 2016 Bonds required to comply with the Rule in connection with offering of the Series 2016 Bonds.

“*Specified Events*” means any of the events with respect to the Series 2016 Bonds as set forth in Section 5(a).

“*State*” means the State of Ohio.

Section 3. Provision of Annual Information.

(a) The Fiscal Board, on behalf of the Qualifying Partnership, shall provide (or cause to be provided) not later than the Filing Date to the MSRB an Annual Filing, which is consistent with the requirements of Section 4. The Annual Filing shall be submitted in an electronic format and contain such identifying information as is prescribed by the MSRB, and may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4; provided that the Audited Financial Statements, or any of them, may be submitted separately from the balance of the Annual Filing and later than the Filing Date if they are not available by that date. If the Fiscal Year of the Compact and Qualifying Partnership changes, the Fiscal Board, on behalf of the Qualifying Partnership, shall give notice of such change in the same manner as for a Specified Event under Section 5.

(b) If the Fiscal Board is unable to provide to the MSRB an Annual Filing by the Filing Date, the Fiscal Board, on behalf of the Qualifying Partnership, shall, in a timely manner, send a notice to the MSRB in an electronic format as prescribed by the MSRB.

Section 4. Content of Annual Filing. The Fiscal Board’s Annual Filing, on behalf of the Qualifying Partnership, shall contain or include by reference the following:

(a) Financial information and operating data of the type included in the Official Statement in tables under the headings “GENERAL INFORMATION CONCERNING THE TRI

STAR CAREER COMPACT,” “FINANCIAL MATTERS,” “AD VALOREM TAX REVENUES,” and “DEBT AND OTHER LONG TERM OBLIGATIONS ISSUED ON BEHALF OF THE QUALIFYING PARTNERSHIP.”

(b) The Audited Financial Statements of each Participating District, when and if available, utilizing generally accepted accounting principles applicable to governmental units as described in the Official Statement, except as may be modified from time to time and described in such financial statements.

(c) The summaries of the Participating Districts’ five-year financial projections prepared by the Treasurers of each respective Participating District.

Any or all of the items listed above may be included by specific reference to other documents, including annual informational statements of the Qualifying Partnership or official statements of debt issues of the Qualifying Partnership or related public entities, including a Participating District, which have been submitted to the MSRB or the SEC. The Fiscal Board shall clearly identify each such other document so included by reference.

Section 5. Reporting Specified Events.

(a) The Fiscal Board, on behalf of the Qualifying Partnership, shall provide to the MSRB, in an electronic format and containing such identifying information as is prescribed by the MSRB and in a timely manner but not later than ten business days after the occurrence of the event, notice of any of the following events with respect to the Series 2016 Bonds, as specified by the Rule:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;^(a)
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;^(a)
- (5) Substitution of credit or liquidity providers, or their failure to perform;^(a)
- (6) (Issuance of) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security (*i.e.*, the Series 2016 Bonds), or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;^(b)

- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Obligated Person; *Note: For the purposes of the event identified in this subparagraph, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.*
- (13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.^(c)

Note:

- (a) *There will be no debt service reserve fund for or credit enhancement with respect to the Series 2016 Bonds.*
- (b) *Any scheduled redemption of Series 2016 Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a specified event within the meaning of the Rule.*
- (c) *There will be no trustee with respect to the Series 2016 Bonds.*

For the Specified Events described in Section 5(a) (2), (6, as applicable), (7), (8, as applicable), (10), (13) and (14), the Fiscal Board acknowledges that it must make a determination whether such Specified Event is material under applicable federal securities laws in order to determine whether a filing is required.

Section 6. Amendments. The Fiscal Board, on behalf of the Qualifying Partnership, reserves the right to amend this Agreement, and noncompliance with any provision of this Agreement may be waived, as may be necessary or appropriate to (a) achieve its compliance with any applicable federal securities law or rule, (b) cure any ambiguity, inconsistency or formal defect or omission and (c) address any change in circumstances arising from a change in legal requirements, change in law or change in the identity, nature or status of the Compact or the Qualifying Partnership or type of business conducted by the Compact and the Qualifying Partnership. Any such amendment or waiver shall not be effective unless the Agreement (as amended or taking into account such waiver) would have materially complied with the requirements of the Rule at the time of the primary offering of the Series 2016 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the Fiscal Board shall have received a written opinion of bond counsel or other qualified independent special counsel selected by the Fiscal Board, on behalf of the Qualifying Partnership, that the amendment or waiver would not materially impair the interests of Holders of at least a majority of the principal amount of the Series 2016 Bonds then outstanding. An Annual Filing containing any revised operating data or financial information shall explain, in narrative form, the reasons for any such amendment or waiver and the impact of the change on the type of operating data or financial information being provided. If the amendment relates to the accounting principles to be followed in preparing Audited Financial Statements, (A) the Fiscal Board, on behalf of the Qualifying Partnership, shall provide notice of such change in the same manner as for a Specified Event under Section 5 and (B) the Annual Filing for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements or information as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Agreement shall be deemed to prevent the Fiscal Board, on behalf of the Qualifying Partnership, from disseminating any other information, using the means of dissemination set forth in this Agreement or providing any other means of communication, or including any other information in any Annual Filing or providing notice of the occurrence of an event, in addition to that which is required by this Agreement. If the Fiscal Board chooses to include any information in any document or notice of occurrence of an event in addition to that which is specifically required by this Agreement, the Fiscal Board shall have no obligation under this Agreement to update such information or include it in any future Annual Filing or notice of occurrence of a Specified Event.

Section 8. Remedy for Breach. This Agreement shall be solely for the benefit of the Holders and Beneficial Owners from time to time of the Series 2016 Bonds. The exclusive remedy for any breach of the Agreement by the Fiscal Board shall be limited, to the extent permitted by law, to a right of Holders and Beneficial Owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the Fiscal Board, on behalf of the Qualifying Partnership, of its obligations under this Agreement in a court in Mercer County, Ohio. Any such proceedings shall be instituted and maintained only in accordance with Section 133.25(B)(4)(b) or (C)(1) of the Revised Code (or any like or comparable successor provisions); provided that any Holder or Beneficial Owner may exercise individually any such right to require the Fiscal Board, on behalf of the Qualifying Partnership, to specifically perform its obligation to provide

or cause to be provided a pertinent filing if such a filing is due and has not been made. Any Beneficial Owner seeking to require the Fiscal Board, on behalf of the Qualifying Partnership, to comply with this Agreement shall first provide at least 30 days' prior written notice to the Fiscal Board of the Fiscal Board's failure, giving reasonable detail of such failure, following which notice the Fiscal Board shall have 30 days to comply. A default under this Agreement shall not be deemed an event of default under the Bond Legislation, and the sole remedy under this Agreement in the event of any failure of the Fiscal Board to comply with this Agreement shall be an action to compel performance. No person or entity shall be entitled to recover monetary damages under this Agreement.

Section 9. Appropriation. The performance by the Fiscal Board, on behalf of the Qualifying Partnership, of its obligations under this Agreement shall be subject to the availability of funds and their annual appropriation to meet costs that the Fiscal Board would be required to incur to perform those obligations. The Fiscal Board, on behalf of the Qualifying Partnership, shall provide notice to the MSRB in the same manner as for a Specified Event under Section 5 of the failure to appropriate funds to meet costs to perform the obligations under this Agreement.

Section 10. Termination. The obligations of the Fiscal Board, on behalf of the Qualifying Partnership, under the Agreement shall remain in effect only for such period that the Series 2016 Bonds are outstanding in accordance with their terms and the Fiscal Board remains as Fiscal Board and an Obligated Person with respect to the Series 2016 Bonds within the meaning of the Rule. The obligation of the Fiscal Board, on behalf of the Qualifying Partnership, to provide the information and notices of the events described above shall terminate, if and when the Fiscal Board no longer remains the Fiscal Board and an Obligated Person. If any person, other than the Fiscal Board and the Participating Districts, becomes an Obligated Person relating to the Series 2016 Bonds, the Fiscal Board shall use its best efforts to require such Obligated Person to comply with all provisions of the Rule applicable to such Obligated Person.

Section 11. Dissemination Agent. The Fiscal Board, on behalf of the Qualifying Partnership, may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Agreement, and may discharge any such agent, with or without appointing a successor dissemination agent. The Fiscal Board acknowledges that the appointment or engagement of, or the failure to appoint or engage or the discharge of (for whatever reason, including nonappropriation of funds) a dissemination agent does not relieve the Fiscal Board of its obligation to comply with the Rule and this Agreement.

Section 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Fiscal Board, the Participating Districts, any dissemination agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Series 2016 Bonds, and shall create no rights in any other person or entity.

Section 13. Recordkeeping. The Fiscal Board shall maintain records of all Annual Filings and notices of Specified Events and other events including the content of such disclosure, the names of the entities with whom such disclosures were filed and the date of filing such disclosure.

Section 14. Governing Law. This Agreement shall be governed by the laws of the State.

IN WITNESS WHEREOF, the Fiscal Board has caused this Continuing Disclosure Certificate to be duly signed and delivered to the Participating Underwriter, as part of the Bond proceedings and in connection with the original delivery of the Series 2016 Bonds to the Participating Underwriter, on its behalf by its official signing below, all as of the date set forth above, and the Holders and Beneficial Owners from time to time of the Series 2016 Bonds shall be deemed to have accepted this Agreement made in accordance with the Rule.

CELINA CITY SCHOOL DISTRICT
as Fiscal Board, on behalf of the
Qualifying Partnership

By: _____
Name: _____
Title: _____

FISCAL OFFICER'S CERTIFICATE – CONTINUING DISCLOSURE CERTIFICATE

The undersigned fiscal officer of the Celina City School District (Mercer County, Ohio), Fiscal Board as described in the foregoing Continuing Disclosure Certificate, hereby certifies that the money required to meet the obligations of the Fiscal Board under the foregoing Certificate in accordance with the Rule during Fiscal Year 2017, has been lawfully appropriated by the Board of Education of the Fiscal Board for those purposes and is in the treasury of the Fiscal Board 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: January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the Celina City School District (Mercer County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the Coldwater Exempted Village Local School District (Mercer County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the Fort Recovery Local School District (Mercer County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the Marion Local School District (Mercer County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the Minster Local School District (Auglaize County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the New Bremen Local School District (Auglaize County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the New Knoxville Local School District (Auglaize County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the St. Henry Consolidated Local School District (Mercer County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer

FISCAL OFFICER'S CERTIFICATE
(O.R.C. Section 5705.41(D)(1))

The undersigned Fiscal Officer of the St. Marys City School District (Auglaize County, Ohio), hereby certifies that the amount required to meet the obligation under the attached certificate, contract, agreement, order or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

DATED: As of January __, 2017

Treasurer