

MINUTES OF THE MEETING OF  
THE BOARD OF TRUSTEES OF OHIO UNIVERSITY

12:00 Noon, Friday, April 14, 1972

Athletic Club  
Columbus, Ohio

I. Roll Call

The meeting was called to order by Chairman Baxter. Roll call showed a quorum to be present, consisting of Duncan M. Baxter, Chairman, Edwin L. Kennedy, Vice Chairman, Wayne E. Brown, Don M. Casto, Jr., Fred H. Johnson, William R. Morris, and Mrs. J. Wallace Phillips. Charles E. Holzer, Jr. was unable to attend because of other commitments. C. Paul Stocker failed to reach Columbus in time for the meeting because of car trouble.

Also present at the meeting were President Claude R. Sowle, Secretary Robert E. Mahn, Vice President and Treasurer John F. Milar, and Vice President and Dean of Faculties Taylor Culbert.

II. Actions on Agenda Items

A. Resolution to Amend Article I, Section 1,  
of the Constitution of the Faculty Senate

Dr. Culbert explained the desire of the Senate to broaden its representation through increased membership, which would also provide additional personnel to conduct the business of the Senate.

A motion was made by Mr. Johnson, and seconded by Mr. Morris, to adopt the following resolution.

Resolution 1972-15

BE IT RESOLVED by the Board of Trustees of Ohio University that Section 1 of Article I, Composition and Election, of the Constitution of the Faculty Senate is hereby amended to read as follows:

The Faculty Senate shall be composed of full-time faculty members, with or without tenure. Forty-one Senators shall be elected by the full-time faculty of the degree colleges and divisions of the Athens campus of the University in proportion to the number of members of such faculties eligible to serve on the Faculty Senate. One Senator from each of the Regional Campuses of the University shall be elected by the full-time faculty of that campus, and one member will be elected "at large" from the Regional Campuses. The election shall be conducted in accordance with the Rules of Election stated in the Senate by-laws.

The voice vote in favor of the motion was unanimous, and the Chairman declared it adopted. (See Attachment 1 for correspondence relating to this resolution.)

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Mr. Kennedy asked Dr. Culbert to convey to the Senate the Board's interest in a strong and responsible Senate. Today's action, he said, should be interpreted as representing this attitude.

#### B. Resolution to change the Constitution of the Administrative Senate

Mr. Mahn explained the desire of the Administrative Senate to have its Constitution reflect current administrative structure, to make certain refinements based on a year of experience, and to state clearly that amendments are to be approved by the President and Trustees of Ohio University.

A motion was made by Mr. Johnson, and seconded by Mr. Kennedy, to adopt the following resolution.

#### Resolution 1972-16

BE IT RESOLVED by the Board of Trustees of Ohio University that the Constitution of the Administrative Senate of Ohio University is hereby amended as shown on pages - - - - (specifically Article I, Section 1-Membership; Section 2-Composition. Article II, Section 1-Petitioning for Office; Section 3-Elections. Article III-Amendments).

The voice vote in favor of the motion to amend the Constitution of the Administrative Senate was unanimous, and the Chairman declared it adopted.

(A copy of the Constitution of the Administrative Senate as it was before revision appears as Attachment 2. A copy of the Constitution as revised appears as Attachment 3.)

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Constitution of the Administrative  
Senate of Ohio University

PREAMBLE

We, the members of the administrative staff of Ohio University, concerned with the growth and development of the university, the broad scope of educational issues confronting the administration, the professional development of this administrative staff, and with the responsibilities delegated to the administrative staff by the Board of Trustees and President of Ohio University, do hereby establish the Administrative Senate of Ohio University.

The purpose of the Administrative Senate is to promote and enhance the profession of university administration and, specifically, the profession at Ohio University. The Administrative Senate will be committed to providing a collective and independent voice to those having administrative responsibilities in the conduct of the educational mission of the university. The Senate will provide the administrative staff of the university with a legitimate and necessary role in the governance of the university through a public forum where the individual and representative voices of the staff will be heard, and will be one of equal participation with other representative groups in university decision making.

The Administrative Senate holds the conviction that it can assist in the further growth and development of Ohio University through its own growth, development and operation.

Revision - None.

ARTICLE I  
Membership and Composition

Section 1. Membership

For the purpose of the election, the university will be divided into three areas as follows: Academic, Business and Administrative Services, and Educational Services. Each area will be made up of three divisions, and include all full-time contract personnel who spend fifty percent or more of their time involved in administrative duties and who do not report to the President, and who are on university contract before January 1 of the year of the election.

The areas will include the following divisions: Academic--Academic Administration, Academic Facilities, and Intercollegiate Athletics; Business and Administrative Services--Public Affairs, Financial Affairs, and Administrative Services; Educational Services--Student Services, Residence Halls and Auxiliaries, and Research and Planning.

✓ Revision -

For the purpose of electing Senators, the university will be divided into four areas as follows: Academic (Vice President and Dean of Faculties), Regional Higher Education (Vice President for Regional Higher Education), Business and Administrative Services (Vice President for Administrative Services, Vice President and Treasurer, Vice President for University Relations), and Educational Services (Vice President for Educational Services, Assistant to the President for Planning, Budgeting, Information Services). Each area will include all divisions currently reporting to the Senior Administrator(s) responsible for the area and will be made up of all full-time contract personnel who spend fifty percent or more of their time involved in administrative duties or administrative support duties, and who do not report directly to the President, and who are on university contract before January 1 of the year of the election.

Explanation

This section has been revised to recognize the administrative reorganization of the University and provide for more equitable constituency representation. (Four areas rather than three and specific inclusion of personnel in "administrative support duties.")

Section 2. Composition

The Administrative Senate will be made up of twenty-five (25) elected representatives. At least four of these representatives shall be elected as representatives-at-large. All candidates-at-large will appear on ballots sent to everyone eligible to vote in the election. Seven representatives will be elected by each of the three areas.

No more than three area representatives may be elected from one division in an area. An exception to this would be made if a division has less than three candidates; the seven representatives would then be elected by expanding the possible representatives from each division to four.

✓ Revision

The Administrative Senate will be made up of thirty (30) elected representatives, with six Senators elected from each area and six elected at-large. The names of all candidates at-large will appear on ballots sent to everyone eligible to vote in the election.

Explanation

This section establishes the Senate membership at thirty (30) rather than the previous twenty-five (25) in order to provide for better representation of the newly established "four areas".

## ARTICLE II Elections

### Section 1. Petitioning for Office

Anyone who is a member of the Administrative Senate is eligible to be a representative. To be a candidate for the position of representative, a member must petition the Election Committee to have his name placed on the ballot, and must declare whether he is seeking an at-large position or area position.

A candidate for an at-large office must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain fifteen supporting signatures, five from each area.

A candidate for an area position must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain ten supporting signatures from the candidate's area and five from the other areas.

#### ✓ Revision

Any full-time contract personnel who spends fifty percent or more of his time involved in administrative support duties, and who does not report directly to the University President, and who is on university contract before January 1 of the year of the election is eligible to be a representative to the Administrative Senate. To be a candidate for the position of Senator, a member must petition the Election Committee to have his name placed on the ballot, and must declare whether he is seeking an at-large or an area position.

A candidate for an at-large office must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain three supporting signatures from each area.

A candidate for an area position must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain ten supporting signatures from the candidate's area and five from the other areas.

#### Explanation

This section has been revised only to more specifically designate the criteria for eligibility to be a representative to the Administrative Senate and to implement the membership and composition revisions.

## Section 2. The Election Committee

For 1971, the Election Committee shall consist of three persons and have the responsibility to administer the 1971 election and facilitate the creation of the Senate after the 1971 election. In all future years, the Election Committee will be appointed by the Administrative Senate.

The Election Committee is charged with the following responsibilities: They will prepare and circulate petitions three weeks prior to election day. Petitions will be available at a central location, and this should be announced during the two-week period they are available. They will certify each petition presented to them at least one week prior to election day. They will also ascertain whether the candidacy is for an at-large or area office, and that the signatures on the petitions are appropriate for the office being sought. They will prepare and distribute ballots on the election day. All candidates for an at-large office whose petitions have been certified shall appear on each ballot. Candidates for an area office shall appear only on ballots sent to the constituency in their area. Each ballot shall be accompanied by instructions which tell the voter how many candidates to choose from each category. Each ballot will also be mailed with a return envelope which the voter must sign to validate this ballot. The Election Committee will destroy all envelopes and ballots which are returned with no validating signature. The valid ballot shall be separated from the return envelope, and the ballot shall be dated and stamped as being valid. The envelopes will be kept until the election has been certified. Validated ballots will be accepted by the Election Committee for one week after election day.

As of four o'clock (4:00 p.m.), one week after election day, no more ballots will be accepted whether validated or not. Not more than two days after the close of the election, the Election Committee will post the election results and notify each candidate of the election results by letter.

Revision - None.

## Section 3. Elections

For the 1971 election, four candidates-at-large shall be elected. The two candidates-at-large receiving the largest vote will be elected to a three-year term. The candidate-at-large receiving the third largest vote will be elected to a two-year term. The candidate-at-large receiving the fourth largest vote will be elected to a one-year term. The candidates for area offices will be elected as follows: The two candidates for area offices who receive the largest vote will be elected to three-year terms, and the two candidates receiving the third and fourth largest vote will be elected to two-year terms to represent their respective areas. The next three candidates with the highest plurality will be elected to one-year terms.

Alternates for both at-large and area offices will be selected on the basis of plurality, and in the area offices without regard to division lines. That is, the first, second and third alternates for an at-large or area position will be candidates receiving the first, second and third largest votes respectively, and who will not be elected as a representative. An alternate's sole responsibility will be to assume the position if the elected representative does not take his position or vacates it by resignation during his first year of office. After the first year, an alternate's responsibility is waived. Special elections and their attendant procedures may be held, in accordance with the other processes of this constitution, by majority vote of the representatives.

In the event of a tie vote relative to any of these positions, including alternates, the Election Committee will break the tie by drawing lots.

At-large candidates do not restrict the number of area candidates a division may elect.

For all future elections, an election will be held annually. Candidates will be elected to three-year terms. Offices filled by the annual election will be those offices whose terms had expired that year and those which have been vacated by resignation of the representatives and not assumed by alternates. Those representatives elected to the latter positions will be elected only for the unexpired term of the representative being replaced.

The election day will be the first Wednesday in May each year. This is defined as the day the Election Committee is to mail ballots to all who are eligible to vote. The close of the election will be the second Wednesday of May at 4:00 p.m. Results of the election will be posted the second Friday of May at 4:00 p.m., and letters will be mailed to all candidates at this time.

The term of office of all elected representatives will begin July 1 of the year elected; except during 1971, when the elected representatives are empowered to meet and establish the by-laws, structure, and procedures of the Administrative Senate under the guidance of the 1971 Election Committee immediately after the election.

✓ Revision

For the 1971 election, four candidates-at-large shall be elected. The two candidates-at-large receiving the largest vote will be elected to a three-year term. The candidate-at-large receiving the third largest vote will be elected to a two-year term. The candidate-at-large receiving the fourth largest vote will be elected to a one-year term. The candidates for area offices will be elected as follows: The candidates for area offices who receive the largest vote will be elected to three-year terms, and the two candidates receiving the third and fourth largest vote will be elected to two-year terms to represent their respective areas. The next three candidates with the highest plurality will be elected to one-year terms.

Alternates for both at-large and area offices will be selected on the basis of a plurality. That is, the first, second and third alternates for an at-large or area position will be candidates receiving the first, second and third largest votes respectively, and who will not be elected as a representative. An alternate's sole responsibility will be to assume the position if the elected representative does not take his position or vacates it by resignation during his first year of office. After the first year, an alternate's responsibility is waived. Special elections and their attendant procedures may be held, in accordance with the other processes of this constitution, by majority vote of the representatives.

In the event of a tie vote relative to any of these positions, including alternates, the Election Committee will break the tie by drawing lots.

For all future elections, an election will be held annually. Candidates will be elected to three-year terms. Offices filled by the annual election will be those offices whose terms had expired that year and those which have been vacated by resignation of the representatives and not assumed by alternates. Those representatives elected to the latter positions will be elected only for the unexpired term of the representative being replaced.

The election day will be the first Wednesday in May each year. This is defined as the day the Election Committee is to mail ballots to all who are eligible to vote. The close of the election will be the second Wednesday of May at 4:00 p.m. Results of the election will be posted the second Friday of May at 4:00 p.m., and letters will be mailed to all candidates at this time. In the Administrative Senate minutes following the elections, the results shall be included with the number of total ballots mailed, and total votes cast by areas and for each candidate.

The term of office of all elected representatives will begin June 1 of the year in which each is elected; except during 1971, when the elected representatives are empowered to meet and establish the by-laws, structure, and procedures of the Administrative Senate under the guidance of the 1971 Election Committee immediately after the election.

#### Explanation

Revisions in this section simply reflect changes necessitated by alterations in the membership and composition sections, and establish June 1, rather than July 1, of the year in which elected as the date on which the terms of offices of the elected representatives begin.



ARTICLE III  
Amendments

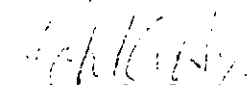
The constitution may be added to or amended by a majority vote of the representatives to the Administrative Senate.

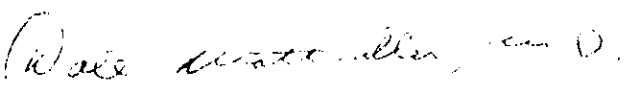
✓ Revision

The constitution may be added to or amended by a majority vote of the representatives to the Administrative Senate and must be approved by the President and Trustees of the Ohio University.

Explanation

This revision adds (to the criteria for amending the Constitution) "....and must be approved by the President and Trustees of the Ohio University."

  
Robert A. Hynes  
Chairman

  
E. Dale Mattmiller, M.D.  
Secretary

4/13/72

### C. Dormitory Funding Resolutions

a. Trust Agreement between The President and Trustees of Ohio University and The Ohio National Bank of Columbus, Trustee, Dated as of June 1, 1972, Securing the Ohio University General Receipts Bonds. Mr. Milar outlined the contents of the Agreement. A motion was made by Mr. Morris, and seconded by Mr. Brown, to adopt the following resolution.

#### Resolution 1972-17

BE IT RESOLVED by the Board of Trustees of Ohio University that the following Trust Agreement is hereby adopted:

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TRUST AGREEMENT

between

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY

and

THE OHIO NATIONAL BANK OF COLUMBUS

Trustee

Dated

as of

June 1, 1972

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Securing

The Ohio University

GENERAL RECEIPTS BONDS

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# TRUST AGREEMENT

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## TRUST AGREEMENT

THIS TRUST AGREEMENT, (hereinafter called the "Agreement") dated as of the first day of June, 1972, by and between The President and Trustees of The Ohio University (hereinafter called the "University"), a state university of the State of Ohio created and existing under Chapter 3337 of the Ohio Revised Code, and The Ohio National Bank of Columbus, a bank organized and existing under and by virtue of the laws of the United States of America and duly authorized to exercise corporate trust powers in the State of Ohio, with its principal place of business located in Columbus, Ohio, (hereinafter, with any successors, called the "Trustee"), as Trustee.

### W I T N E S S E T H:

WHEREAS, by the Constitution and laws of the State of Ohio, and particularly Section 3345.11 and 3345.12 of the Ohio Revised Code, and pursuant to the General Bond Resolution referred to below and constituting a part hereof, the University is authorized and empowered to, among other things, enter into this Agreement and to do or cause to be done all the acts and things herein provided, or required to be done, and to issue the General Receipts Bonds of the University as hereinafter provided for; and

WHEREAS, the University has determined to sell an initial issue of General Receipts Bonds of the University and to enter into this Agreement to secure said initial issue of Bonds and additional Bonds issuable hereunder as set forth and declared in this Agreement; and

WHEREAS, the said General Bond Resolution is incorporated herein, constitutes an integral part of this Agreement, and provides, in its entirety, as follows:

## GENERAL BOND RESOLUTION

Providing for the issuance from time to time of General Receipts Bonds of The President and Trustees of the Ohio University, for the payment of the principal of and interest on such Bonds, and for securing such payment.

WHEREAS, pursuant to Sections 3345.11 and 3345.12 of the Ohio Revised Code, as enacted by the 108th General Assembly of Ohio under authority of the Constitution of Ohio, particularly Section 2i of Article VIII thereof, The President and Trustees of the Ohio University, a state university of the State of Ohio created and existing under Chapter 3337 of the Ohio Revised Code, is authorized and empowered, among other things, (a) to issue, as provided herein, Bonds of the University to pay the costs of certain capital facilities defined as "auxiliary facilities" in Section 3345.12 of the Ohio Revised Code (and herein called "University Facilities") and to refund, fund or retire such Bonds and other obligations previously issued for such purpose; (b) to pledge to the payment of such Bonds the gross amount of the General Receipts of the University, as defined in Section 1 hereof, in priority to all other expenses, claims or payments; (c) to covenant, as herein provided, that the University will make, fix, adjust and collect the fees, rates, rentals, charges and other items comprising General Receipts to produce General Receipts sufficient at all times to meet Bond service charges on the Bonds, establish and maintain the Required Reserve and meet other requirements herein provided; and (d) to provide for a trust agreement and make further provisions for securing the payment of the Bond service charges; and

WHEREAS, the University desires to make provision for the issuance from time to time of the Bonds herein described, and for the payment of the Bond service charges thereon and the securing thereof by this Resolution and the Trust Agreement herein authorized, and to provide for each issue of Bonds to be authorized



by a separate Series Resolution based upon this Resolution and such Trust Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE OHIO UNIVERSITY, as follows:

**Section 1. Definitions and Interpretations.** The following words and terms as used in this Resolution, in Series Resolutions, in the Trust Agreement and in the Bonds shall have the following meanings unless otherwise therein provided and unless the context or use clearly indicates another or different meaning or intent:

"Act" means Sections 3345.11 and 3345.12 of the Ohio Revised Code, as the same may be amended, modified, revised, supplemented, or superseded from time to time, provided that no further action by the General Assembly of Ohio shall alter the obligation of the University to pay the Bond service charges in the amount and manner, at the times, and from the sources provided in this Resolution, the applicable Series Resolution and the Trust Agreement, except as otherwise herein permitted.

"Board" means the Board of Trustees of the University.

"Bond" or "Bonds" means any Bond, or all of the Bonds, or an issue or series of Bonds, as the case may be, of the University issued pursuant to the General Bond Resolution and any Series Resolution.

"Bondholder" or "holder" or "holder of Bonds" or any similar term, means any person who is the bearer of a coupon Bond which is not registered as to principal or the principal of which is registered to bearer, or the person in whose name a registered Bond is registered, and as to a coupon means the bearer of the coupon.

"Bond Pledge Fund" means the General Receipts Bond Pledge Fund of the University provided for in Section 5 hereof.

"Bond proceedings" means the General Bond Resolution, the Trust Agreement, applicable Series Resolution, Supplemental Trust Agreements and other resolutions and agreements, and amendments of and supplements to the foregoing, or any combination thereof, authorizing or providing for the terms and conditions applicable to, or providing for the security or sale of Bonds, and the terms contained in such Bonds.

"Bond Redemption and Purchase Account" means the account, so designated, in the General Receipts Bond Service Fund established pursuant to Section 6 hereof.

"Bond service charges" means the principal, including any mandatory sinking fund requirements, interest, and redemption premium, if any, required to be paid by the University on the Bonds. In determining Bond service charges for a fiscal year or any other period, mandatory sinking fund requirements for such fiscal year or period shall be taken into account and principal maturities for which mandatory sinking fund requirements are imposed in a prior fiscal year or period shall, to such extent, be disregarded.

"Bond Service Account" means the account, so designated, in the General Receipts Bond Service Fund established pursuant to Section 6 hereof.

"Bond Service Fund" means the General Receipts Bond Service Fund created in Section 6 hereof.

"Bond Service Reserve Account" means the account, so designated, in the General Receipts Bond Service Fund established pursuant to Section 6 hereof.

"Costs of University Facilities" means the costs of or related to University Facilities, and the financing thereof, for the payment of which obligations may be issued under the Act.

"Coupon" or "interest coupon" means any of the coupons evidencing the installments of interest on the applicable coupon Bond.

"Coupon Bond registered as to principal" means any coupon Bond at the time registered as to principal in the name of the bondholder.

"Eligible investments" means any bonds or other obligations which as to principal and interest constitute direct obligations of or are guaranteed by the United States of America, tax supported obligations of the State of Ohio, obligations issued by any agency or instrumentality of the United States of America, and certificates of deposit or similar instruments of banks or trust companies, including the Trustee, organized under the laws of the United States or any State thereof and which are members of the Federal Deposit Insurance Corporation, which have combined capital and surplus of at least \$10,000,000 or, if a bank or trust company having its principal office in Ohio, which fully and continuously secures such deposit by the pledge or hypothecation of obligations which as to principal and interest are direct obligations of or are guaranteed by the United States of America and have a market value at least equal to the face amount of such certificates of deposit or similar instruments; provided that such investment or deposit by the University is not prohibited by law.

"Fiscal Officer" means the Treasurer of the University or such other officer of the University as may be, or be designated by the Board as, the chief fiscal officer of the University, as shown in a written certification maintained by the University on file with the Trustee, signed by the President of the University or Secretary of the Board and currently identifying the Fiscal Officer, and shall also mean any officer of the University identified in such certificate as an alternate to the aforesaid officer.

"Fiscal year" means a period of twelve consecutive months commencing on the first day of July of any year and ending on the last day of June of the following year; or such other consecutive twelve month period as may hereafter be established as the fiscal year of the University for budgeting and accounting purposes to be evidenced, for purposes hereof, by a certificate of the Fiscal Officer filed with the Trustee.

"General Bond Resolution," "Bond Resolution" or "this Resolution" as used herein, means this Resolution, which shall constitute part of the Trust Agreement, as the same may be amended from time to time in accordance with the provisions of the Trust Agreement.

"General Receipts" means all moneys received by the University including but not limited to all gross fees, deposits, charges, receipts and income from all or any part of the students of the University, whether designated as tuition, instructional fees, tuition surcharges, general fees, activity fees, health fees or other special purpose fees or otherwise designated; all gross income, revenues and receipts from the operation, ownership, or control of University Facilities; all grants, gifts, donations and pledges and receipts therefrom; and the proceeds of the sale of obligations, including proceeds of obligations issued to refund obligations previously issued, to the extent and as allocated to Bond service charges under the proceedings authorizing such obligations. However, there shall be excluded from General Receipts: (i) moneys raised by taxation and state appropriations until and unless the pledge thereof to the payment of Bond service charges is authorized by law and is made hereunder by a Supplemental Trust Agreement approved by the Board, any grants, gifts, donations and pledges and receipts therefrom which under restrictions imposed in the grant or promise thereof or as a condition of the receipt thereof are not available for payment

of Bond service charges, and any special fee charged pursuant to Section 154.21(D) of the Ohio Revised Code and receipts therefrom; and (ii) those receipts pertaining to dormitory facilities which are presently pledged under the January 1, 1962 trust agreement with The City National Bank and Trust Company of Columbus, Columbus, Ohio, and supplements thereto, but only so long as any dormitory revenue bonds of the University heretofore or hereafter issued are outstanding thereunder, except that the surplus amounts resulting from any such receipts which are available for any lawful purpose of the University pursuant to said trust agreement and supplements thereto and are released from the pledge thereof shall nevertheless be included in General Receipts. Any receipts of the University which it may at any time lawfully pledge to the security of the Bonds may be included, or confirmed to be included in General Receipts by Supplemental Trust Agreement approved by the Board.

"Mandatory sinking fund requirements" means amounts required by any Series Resolution to be deposited to the Bond Service Fund in any fiscal year for the purpose of retiring principal maturities of Bonds which by the terms of such Bonds are due and payable, if not called for prior redemption, in any subsequent fiscal year.

"Obligations" means bonds or notes or other evidence of obligation, including the Bonds, and including interest coupons pertaining thereto.

"Original Purchaser" as to any Bonds means the person or persons expressly named in the applicable Series Resolution as the original purchaser of those Bonds from the University.

"Outstanding Bonds" or "Bonds outstanding" or "outstanding" as applied to Bonds, means, as of any date, all Bonds which have been authenticated and

delivered, or are then being delivered, by the Trustee under the Trust Agreement except:

- (a) Bonds surrendered for exchange or transfer or cancelled because of payment or redemption at or prior to such date;
- (b) Bonds for the payment, redemption or purchase for cancellation of which sufficient moneys have been deposited prior to such date with the Trustee or Paying Agents (whether upon or prior to the maturity or redemption date of any such Bonds), or which are deemed to have been paid and discharged pursuant to the provisions of the Trust Agreement; provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee, and provided, further, that if such Bonds are to be purchased for cancellation, a firm offer of sale stating the price has been received and accepted; and
- (c) Lost, stolen, mutilated or destroyed Bonds in lieu of which others have been authenticated (or payment, when due, of which is made without replacement) under the Trust Agreement.

"Paying Agents" means any banks or trust companies designated as the paying agencies or places of payment for Bonds by or pursuant to the applicable Series Resolution, and their successors designated pursuant to the Trust Agreement, and shall also mean the Trustee when so designated for such purpose.

"Registered Bonds" means Bonds registered in the name of the holder, including coupon Bonds registered as to principal and fully registered Bonds; and "fully registered Bonds" means Bonds without coupons registered as to both principal and interest.

"Required Reserve" in the Bond Service Reserve Account means, at any time, an amount equal to the highest annual Bond service charges falling due in any subsequent fiscal year on all outstanding Bonds.

"Series Resolution" means a resolution of the Board authorizing the issuance of Bonds in accordance with the General Bond Resolution, and particularly Section

3 hereof, and includes any resolution or certificate providing for or evidencing the award and terms of the Bonds as authorized by such Series Resolution.

"Special funds" or "special funds and accounts" means the Bond Pledge Fund, the Bond Service Fund, and accounts therein, and any other funds or accounts permitted by, established under, or identified in the Trust Agreement or a Series Resolution.

"State" means the State of Ohio.

"Supplemental Trust Agreement" means any one or more of Supplemental Trust Agreements entered into by the parties pursuant to the Trust Agreement, and includes, where set forth therein, the Series Resolution.

"Trust Agreement" means the Trust Agreement between the University and the Trustee, referred to in Section 16 hereof, including the General Bond Resolution as part thereof, and the Supplemental Trust Agreements, as the same may be duly amended, modified or supplemented.

"Trustee" means the Trustee at the time serving under the Trust Agreement, originally The Ohio National Bank of Columbus, Columbus, Ohio, and any successor Trustee as determined or designated under or pursuant to the Trust Agreement.

"University" means The President and Trustees of The Ohio University established and existing under Chapter 3337 of the Ohio Revised Code, and every part and component thereof as from time to time existing, and when the context admits, includes its Board of Trustees.

"University Facilities" means buildings, structures, and other improvements, and equipment, real estate and interests in real estate therefor, all or any part of the costs of which are at any time authorized by the Act to be financed by the

issuance of obligations, including but not limited to such facilities to be used for or in connection with student activity or student service facilities, dining halls, and other food service and preparation facilities, dormitories, and other living quarters and accommodations, vehicular parking facilities, bookstores, athletic and recreational facilities, faculty centers, auditoriums, assembly and exhibition halls, hospitals, infirmaries and other medical and health facilities, research, and continuing education facilities, and includes any one, part of, or any combination of the foregoing, and further includes site improvements, utilities, machinery, furnishings and any separate or connected buildings, structures, improvements, sites, utilities or equipment to be used in, or in connection with the operation or maintenance of, or supplementing or otherwise related to the services or facilities to be provided by, any University Facilities.

Any reference herein to the University, the Board, or to any officers or to other public boards, commissions, departments, institutions, agencies, bodies, entities or officers, shall include those which succeed to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Ohio Revised Code or to the laws of Ohio shall include such section or provision and such laws as from time to time amended, modified, revised, supplemented, or superseded, provided that no such amendment, modification, revision, supplementation, or supersession shall alter the obligation to pay the Bond service charges in the amount and manner, at the times, and from the sources provided in this Resolution, the applicable Series Resolution, and the Trust Agreement, except as otherwise herein permitted.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa, and the terms "hereof",



"herein", "hereby", "hereto", "hereunder", and similar terms, mean this Resolution and the Trust Agreement.

**Section 2. Authorization; Pledge; and Covenant.**

(a) The Bonds, to be designated and known as "General Receipts Bonds", shall be issued pursuant to and as authorized by the Act, Section 2i of Article VIII of the Ohio Constitution, this Resolution and the Trust Agreement to pay costs of University Facilities, to pay the principal of and interest and redemption premium on notes issued for such purpose, including renewals thereof, and to re-fund, fund or retire obligations issued for such purpose. The Bonds may be issued in amounts hereafter authorized from time to time by the Board, without any limitation as to amount except as provided in this Resolution or any applicable Series Resolution or as may hereafter be provided by law. The Bonds shall from time to time be authorized by Series Resolutions as herein provided.

(b) There is hereby pledged, in priority to all other expenses, claims and payments, to the security of the Bonds and for the payment of the Bond service charges and for establishment and maintenance of the Required Reserve as provided in the Bond proceedings, the gross amount of General Receipts of the University and the Bond Pledge Fund and the Bond Service Fund, as herein provided. In accordance with the Act, all the General Receipts are immediately subject to the lien of the pledge upon receipt thereof by the University, and such pledge creates a perfected security interest without necessity for prior separation, physical delivery, filing or recording or further act.

(c) For the further security of the Bonds, the University hereby covenants with the bondholders and the Trustee that so long as any Bonds are outstanding the University will fix, make, adjust and collect fees, rates, rentals, charges, and other items of General Receipts, as will produce at all times General Receipts

sufficient (i) to pay Bond service charges when due, (ii) to establish and maintain the Required Reserve as provided in the Bond proceedings, and (iii), together with other moneys lawfully available therefor, to pay all costs and expenses required to be paid under the Bond proceedings and all other costs and expenses necessary for the proper maintenance and successful and continuous operation of the University.

(d) All Bonds shall be equally and ratably secured without distinction by reason of series designation, number, date of authorization, issuance, sale, execution, or delivery, or date of the Bonds or of maturity, by the pledge of the General Receipts, the Bond Pledge Fund and the Bond Service Fund to the extent provided in, and except as otherwise permitted by this Resolution. Nothing in the Act, this Resolution, the Trust Agreement or other Bond proceedings gives the holders of Bonds or coupons, and they do not have the right to have the General Assembly of the State levy any excises or taxes for the payment of Bond service charges and each Bond shall bear on its face a statement to that effect and to the effect that the right of such holders to the payment of Bond service charges shall be limited to payment thereof from the General Receipts, the Bond Pledge Fund and the Bond Service Fund as provided herein and in the applicable Series Resolution; provided, however, that nothing herein or in the Bond proceedings shall be deemed to prohibit the University or the State, of its own volition, from using to the extent lawfully authorized to do so any other resources for the fulfillment of the terms, conditions or obligations of this Resolution, Series Resolutions, the Trust Agreement and the Bonds.

**Section 3. Series Resolutions.** Each issue of Bonds shall be authorized by a resolution adopted by the Board, herein called "Series Resolution". Each Series Resolution shall make provision, in manner consistent with this Resolution

and the Trust Agreement, for the following with respect to each series of the Bonds thereby authorized:

- (1) the purpose for which issued as permitted by the Act;
- (2) the authorized principal amount.
- (3) the date of such Bonds, the interest rate or rates or the maximum interest rate, their maturities, and the interest payment dates;
- (4) the series designation and denominations of and manner of numbering such Bonds;
- (5) the redemption provisions, if any, including any premium to be paid upon redemption;
- (6) mandatory sinking fund requirements, if any, pertaining to such Bonds;
- (7) the place or places of payment of the Bond service charges on such Bonds;
- (8) the manner of sale of such Bonds;
- (9) the disposition of the proceeds from the issuance of such Bonds;
- (10) the funding of the Required Reserve in manner consistent with clause (2)(i) of Section 7(b) hereof;
- (11) the authorization of a Supplemental Trust Agreement pertaining to such Bonds; and
- (12) any other provisions deemed advisable by the Board.

Each Series Resolution shall state that it is adopted pursuant to this Resolution and the Trust Agreement.

**Section 4. General Terms and Provisions of Bonds.** All Bonds shall be designated "General Receipts Bonds" and Bonds of each series shall bear in addition a series designation to distinguish them from other series of Bonds, and shall express on their faces the purpose for which issued, and shall bear such other statements or legends as may be required by law or this Resolution. All Bonds shall be negotiable instruments, subject to applicable provisions for registration, and Bond service charges on all Bonds shall be payable in lawful money of the United States.

Subject to provisions of the applicable Series Resolution, the Bonds shall be issuable in the forms of coupon Bonds registrable as to principal only and fully registered Bonds and may be exchanged as between such forms, all as provided in the Trust Agreement.

All Bonds shall be executed in a manner consistent with applicable law in effect at the time of their issuance. Unless otherwise provided thereby or by the applicable Series Resolution, all Bonds shall be executed by the President of the Board or the President of the University and by the Fiscal Officer or the Secretary of the Board, provided that all of such signatures may be facsimile signatures, and may have the seal of the University or a facsimile thereof affixed or printed thereon, and coupons pertaining thereto shall bear the facsimile signature of the Fiscal Officer or the Secretary of the Board.

Unless otherwise provided in the applicable Series Resolution, notice of call for redemption of Bonds, identifying the Bonds or portions of fully registered Bonds to be redeemed, the date fixed for redemption and the places where the amounts due upon such redemption are payable, shall be given by at least two publications in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than thirty days prior to the redemption date. If, because of the temporary or permanent suspension of the publication or circulation of the appropriate newspapers or financial journals or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner provided herein or in the applicable Series Resolution, then such publication in lieu thereof as is made with the approval of the Trustee shall constitute a sufficient publication of such notice. If Bonds or portions of fully registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption of all Bonds to

be redeemed, together with interest to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such redemption date such Bonds or portions of fully registered Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequent to the redemption date shall be void.

**Section 5. General Receipts Bond Pledge Fund; Payments to Bond Service Fund.**

(a) The University covenants that it will establish and will maintain so long as any Bonds are outstanding a special fund of the University as a trust fund separate and apart from other funds of the University, and designated General Receipts Bond Pledge Fund (herein sometimes called "Bond Pledge Fund"). Moneys standing to the credit of the Bond Pledge Fund shall be maintained in an account or accounts with a bank or banks which are members of the Federal Deposit Insurance Corporation and have a combined capital and surplus of at least \$10,000,000 or, if a bank or trust company having its principal office in Ohio, which fully and continuously secure such deposits by the pledge or hypothecation of obligations which as to principal and interest are direct obligations of or are guaranteed by the United States of America and have a market value at least equal to the amount of such deposit, or such moneys shall be invested in eligible investments pursuant to paragraph (e) of this Section. The Bond Pledge Fund is hereby pledged to the payment of Bond service charges in the manner hereinafter provided, in priority to any and all other expenses, claims or payments, but nothing in this Resolution with regard to the Bond Pledge Fund shall in any way be deemed to qualify, limit or restrict the pledge by the University of all General Receipts to the payment of Bond service charges as provided in Section 2 hereof.

(b) While any Bonds are outstanding, the University covenants that it will include in its budget for each fiscal year the amount required to be paid to the

Bond Service Fund, established under Section 6 hereof, during such fiscal year. The University shall from time to time determine, and reflect in such budgets, the amounts from respective sources of General Receipts to be applied to meet such payments, in such manner that the amounts from such sources, in aggregate, will at all times be sufficient in amounts and times of collection to meet all payments required to be made into the Bond Service Fund.

(c) Promptly following the major collection of fees and charges for each academic term of the University, the University shall pay into the Bond Pledge Fund from its collections of General Receipts appropriate portions of such collections in accordance with such budget, provided that such payments shall in any event result in balances in the Bond Pledge Fund during the then current fiscal year at least sufficient in time and amount to meet all payments required to be made in such fiscal year to the Bond Service Fund and that no further payments need be made into the Bond Pledge Fund at any time when the amount therein is adequate to meet all remaining payments required to be made to the Bond Service Fund during the then current fiscal year. Subject to the requirement of the paragraph as to adequacy of the payments to the Bond Pledge Fund during each fiscal year, the Fiscal Officer may adjust subsequent budgeted payments to take into account investment earnings in the Bond Pledge Fund in excess of amounts previously estimated, and further, the University may elect not to pay any portion of the collections for the summer term into the Bond Pledge Fund, but such election shall not exempt such collections of General Receipts from the pledge and lien provided in Section 2 hereof.

(d) Moneys standing to the credit of the Bond Pledge Fund shall be paid over in the amounts, at the times, and for credit to the Bond Service Account and the Bond Service Reserve Account as provided in and pursuant to Section 7 hereof, and

any amounts in the Bond Pledge Fund in excess of payments required to be made to said Accounts during the then current fiscal year may be transferred by the University to the credit of the Bond Service Account or the Bond Redemption and Purchase Account.

(e) Until needed for payments into the Bond Service Fund, moneys standing to the credit of the Bond Pledge Fund may be invested and reinvested by or upon order of the Fiscal Officer in eligible investments maturing or redeemable at the option of the holder at the times and in the amounts needed for payments into the Bond Service Fund. Any income from such investments shall be credited to the Bond Pledge Fund.

(f) The provisions of this Section are intended to further assure that the payments will be made into the Bond Service Fund at the times and in the amounts required, and nothing in this Section shall be deemed to limit or modify in any way the pledge of and lien on all General Receipts as provided for in Section 2 hereof, nor to restrict the University to any particular source of General Receipts for meeting its obligations under the Bond proceedings.

**Section 6. Bond Service Fund; Accounts Therein.** The University hereby creates a separate trust fund designated "General Receipts Bond Service Fund" (herein sometimes called the "Bond Service Fund") which shall be maintained in the custody of the Trustee. All moneys received by or on account of the University and required by this Resolution and the applicable Bond proceedings to be deposited, transferred, or credited to the Bond Service Fund shall be deposited with the Trustee and credited to such Fund. The Bond Service Fund and the moneys and investments therein are hereby pledged, and are to be applied, solely and exclusively to the payment of Bond service charges as further provided by this Resolution.

There are hereby created by the University and shall be maintained in the Bond Service Fund the following accounts, pledged to the purposes and to be maintained and applied in the manner provided in the Sections referred to below, but subject to other applicable provisions hereof:

<u>Account</u>	<u>Section References</u>
Bond Service Account	Sections 7 and 8
Bond Service Reserve Account	Sections 7 and 9
Bond Redemption and Purchase Account	Section 10
Special Accounts	Section 11

**Section 7. Payments to Bond Service Account and Bond Service Reserve Account.**

(a) From Bond Proceeds. From the proceeds of the sale of Bonds all amounts, if any, representing accrued interest and capitalized interest on the Bonds, as provided in the applicable Series Resolution, shall be deposited to the credit of the Bond Service Account. To the extent provided in the applicable Series Resolution, amounts from the proceeds of the sale of Bonds allocated therein to the Bond Service Reserve Account shall be deposited to the credit of that Account.

(b) From Bond Pledge Fund and General Receipts. Not later than five business days prior to any date upon which any principal, interest or redemption premium on the Bonds falls due, the University shall pay over to the Trustee from the Bond Pledge Fund and, if necessary, from any other General Receipts to the University amounts required to be paid to the Bond Service Account and the Bond Service Reserve Account, as follows:

(1) To the credit of the Bond Service Account, such amount as will, together with other moneys therein available therefor, be sufficient to pay such principal, interest and redemption premium, if any, on the Bonds as is due upon such date and payable from the Bond Service Account, including any mandatory sinking fund requirements; and



(2) To the credit of the Bond Service Reserve Account the respective amounts, if any, required at such time to be paid thereto in accordance with the Series Resolutions; provided, however, that (i) each Series Resolution must make provision such that the portion of the Required Reserve necessitated by reason of the Bonds authorized thereby (determined at the time of issuance of any of such Bonds) will be fully funded within a period of five years from the date of original delivery of such Bonds and shall, to the extent not otherwise funded upon delivery of such Bonds, provide for such funding by payments from the Bond Pledge Fund and, if necessary, from any other General Receipts in consecutive semi-annual payments commencing not later than eighteen months after original delivery of such Bonds; (ii) within one hundred twenty days after the end of each fiscal year the University shall, from the Bond Pledge Fund or other General Receipts, restore to the Bond Service Reserve Account any amounts previously transferred therefrom to the Bond Service Account by the Trustee to meet any deficiency in the Bond Service Account, and restore any other amounts by which the Bond Service Reserve Account has been diminished during such preceding fiscal year; and, provided further (iii) that notwithstanding the foregoing, no additional payments need to be made to the credit of the Bond Service Reserve Account at any time when the amount therein shall at least equal the Required Reserve.

**Section 8. Bond Service Account.** The Bond Service Account is hereby pledged to and shall be used solely for the payment of Bond service charges as they fall due upon stated maturity or by operation of mandatory redemption requirements. Not more than five business days nor less than one business day prior to a date when Bond service charges are due and payable, the Trustee shall transmit from moneys in the Bond Service Account to other Paying Agents, as appropriate, amounts sufficient to meet payments to be made by them of Bond service charges

to be then due and payable; provided that to the extent that the amount needed by a Paying Agent is not sufficiently predictable, the Trustee may make such credit arrangements with such Paying Agent as to permit meeting such payments.

**Section 9. Bond Service Reserve Account.** The Bond Service Reserve Account is hereby pledged to and shall be used, as herein provided, solely for the payment of Bond service charges, except as excess amounts may be transferred pursuant to this Section.

If on the fifth day preceding any date upon which Bond service charges on any Bonds fall due, the Bond Service Account is insufficient to meet such Bond service charges to be paid therefrom on such date, the Trustee, without necessity for any order by the University, shall immediately transfer from the Bond Service Reserve Account to the Bond Service Account an amount sufficient to make up such deficiency in the Bond Service Account.

Subject to the foregoing, any amount in the Bond Service Reserve Account in excess of the Required Reserve shall be transferred to the Bond Service Account or to the Bond Redemption and Purchase Account for the purposes thereof, if and to the extent ordered by the Fiscal Officer. Such excess shall be determined by calculating the Required Reserve with reference to outstanding Bonds only, excluding any Bonds for the redemption or purchase of which such excess is being transferred to the Bond Redemption and Purchase Account.

**Section 10. Bond Redemption and Purchase Account.** There shall be credited to the Bond Redemption and Purchase Account that portion of the proceeds of refunding Bonds, as provided in the Series Resolution authorizing their issuance, allocated to the payment of the principal, interest and redemption premium, if any, or purchase price of the Bonds to be refunded, funded, or retired through the issuance of such refunding Bonds; amounts to be transferred thereto from

the Bond Service Reserve Account by order of the Fiscal Officer pursuant to Section 9 hereof; and any other amounts made available by the University for the purposes of the Bond Redemption and Purchase Account. Amounts for the redemption of Bonds to be provided pursuant to the mandatory sinking fund requirements of the Series Resolution authorizing such Bonds shall not be deposited to the credit of the Bond Redemption and Purchase Account but shall be deposited to the credit of the Bond Service Account.

Any amounts in the Bond Redemption and Purchase Account may be committed, by Series Resolution or other action by the Board, for the retirement of and Bond service charges on specified Bonds and, so long as so committed, shall be used solely for such purpose whether directly or through transfer to the Bond Service Account. Subject to the foregoing provisions of this Section, the Fiscal Officer may cause moneys in the Bond Redemption and Purchase Account to be used to purchase any Bonds for cancellation, and to redeem any Bonds in accordance with the redemption provisions of the applicable Series Resolution. From moneys in the Bond Redemption and Purchase Account the Trustee shall transmit or otherwise disburse such amounts at such times as required for the redemption or purchase for cancellation of Bonds, and Bond service charges, in accordance with the applicable Series Resolution, or other action by the Board or order of the Fiscal Officer not inconsistent therewith. Any amounts in the Bond Redemption and Purchase Account not required for the purposes thereof pursuant to a commitment theretofore made, may be transferred to the Bond Service Account or the Bond Service Reserve Account upon order by the Fiscal Officer.

**Section 11. Special Accounts.** If and to the extent required by any loan or grant agreement or other agreement with the United States of America, or with any officer, department, agency, instrumentality or corporation thereof or created

thereby, providing for any financial assistance, guarantee, or insurance in connection with any University Facilities project or the financing thereof, the University may, pursuant to the applicable Series Resolution, create special accounts or sub-accounts in the Bond Pledge Fund and Bond Service Fund, and accounts therein, with reference to such project and its financing and make special provisions, among others, that moneys received under such loan or grant agreement or other agreement, other items of General Receipts derived from all allocable with respect to such project, and other items of General Receipts germane to such project and the financing thereof be restricted to such special accounts or sub-accounts, and for the holding, investing and disposition of any moneys in said accounts or sub-accounts in accordance with such agreement and for the primary or exclusive benefit of the Bonds issued to finance such project; but only as and to the extent required by such agreement. If such accounts or sub-accounts are so restricted, then the amounts in such accounts or sub-accounts, to the extent so restricted, shall not be deemed to be available for Bond service charges on other Bonds in determining the sufficiency of the Bond Service Account and the Bond Service Reserve Account under the provisions hereof with respect to such other Bonds.

**Section 12. Investment of Bond Service Fund.** Moneys in the Bond Service Fund may be invested and reinvested by the Trustee in any eligible investments, subject to any orders of the Fiscal Officer with respect thereto, provided that investments of moneys in the accounts of the Bond Service Fund shall mature or be redeemable at the option of the holder at the times and in the amounts necessary to provide moneys to meet the payment of Bond service charges as they fall due, and that each investment of moneys in the Bond Service Reserve Account shall in any event mature or be redeemable at the option of the holder within five years after such investment is made. Subject to any orders of the Fiscal Officer with

respect thereto, the Trustee may from time to time sell such investments and reinvest the proceeds therefrom in eligible investments maturing or redeemable as aforesaid. Any such investments may be purchased from the Trustee. The Trustee shall sell or redeem investments standing to the credit of the Bond Service Account and the Bond Service Reserve Account, in that order, to produce sufficient moneys at the times required for the purposes of meeting Board service charges when due, and shall do so without necessity for any order on behalf of the University and without restriction by reason of any such order. Subject to the provisions of the applicable Bond proceedings, an investment made from moneys credited to an account shall constitute part of that account and such account shall be credited with all proceeds of sale and income from such investment. For purposes of this Resolution, such investments shall be valued at face amount or market value, whichever is less.

**Section 13. Conditions of Issuing Additional Bonds.** After the first issue of Bonds hereunder, no additional Bonds shall be issued unless the following conditions, determined as provided herein, exist at the time of authentication of such Bonds by the Trustee:

(1) The University is not in default of any covenants or obligations of the University under the Trust Agreement, and the authentication and delivery of such Bonds will not result in any such default;

(2) The General Receipts of the University during each of the two preceding fiscal years were at least equal to two times the maximum amount required to be paid in any subsequent fiscal year for Bond service charges on all Bonds to be outstanding upon the original delivery of such additional Bonds; and

(3) Other requirements provided in the Trust Agreement for the issuance of additional Bonds have been met.

For purpose only of computing the coverage under clause (2) of this Section:

(i) Bond service charges which are to be or have been funded or refunded by such additional Bonds or by Bonds previously issued, shall be excluded from Bond service charges and the proceeds of such additional Bonds applied or committed thereto shall not be counted in the General Receipts.

(ii) Proceeds from the sale of any obligations, excepting the portion representing accrued interest or capitalized interest on Bonds shall not be counted in the General Receipts.

(iii) The University may, at its option, exclude from Bond service charges that portion thereof to be provided by grants or payments by the United States of America, or any officer, department, agency, instrumentality or corporation thereof or created thereby, under a then existing agreement; provided that, in such case, there shall be subtracted from the amount of General Receipts for each of such preceding two fiscal years the amount, if any, then received under such agreement but not exceeding an amount equal to the amount so excluded from Bond service charges for that fiscal year which, after application of this paragraph (iii), is determined to be the fiscal year in which the maximum of Bond service charges is required.

(iv) If all bonds outstanding under a prior trust agreement or bond resolution, referred to in the definition of "General Receipts" contained in Section 1 hereof, including all principal, interest and call premium, if any, pertaining thereto, have been paid, or provision for such payment irrevocably made from the proceeds of additional Bonds issued or to be issued hereunder or from other available sources, then the revenues and receipts pledged under such prior trust agreement or bond resolution in the amounts received during the two preceding fiscal years shall be included in General Receipts for purposes of clause (2) of this Section, or if there are surplus amounts resulting from receipts pledged under

such prior trust agreement or bond resolution which are available for any lawful purpose referred to in the definition of "General Receipts" contained in Section 1 hereof, then said amounts received during the two preceding fiscal years may be included in General Receipts for purposes of clause.(2) of this Section.

The satisfaction of the requirements stated in clauses (1) and (2) of this Section shall be evidenced by a certificate signed by the President of the Board or the President of the University and by the Fiscal Officer or the Secretary of the Board, in form satisfactory to the Trustee and filed with the Trustee prior to authentication of such additional Bonds, and the Trustee may reasonably require further evidence of the satisfaction of such requirements. The authentication of such Bonds by the Trustee shall be conclusive evidence that such requirements have been met for purpose of the validity and binding effect of such Bonds and the right of the holders thereof and coupons pertaining thereto to share in the pledges, General Receipts and special funds as provided in this Resolution, the Trust Agreement and the applicable Series Resolution.

**Section 14. Application of Bond Proceeds.** The proceeds from the sale of Bonds shall be applied solely to the purposes for which issued as authorized pursuant to Section 2 hereof. Such proceeds shall be allocated for such purposes as provided in the applicable Series Resolution, and shall be held, invested and paid out as therein provided, subject to any applicable provision of this Resolution and the Trust Agreement.

**Section 15. Further Covenants.** In addition to the covenants elsewhere contained herein, the University further covenants as follows:

(a) Payment. The University will, from the sources herein provided, pay or cause to be paid the Bond service charges on each and all Bonds on the dates, at the places and in the manner provided herein, in the applicable Series Resolution and in the Bonds and coupons, according to the true intent and meaning thereof.



(b) Maintenance of Pledge. The University will not make any pledge or assignment of or create or suffer any lien or encumbrance upon the Bond Service Fund, the Bond Pledge Fund or General Receipts prior to or on a parity with the pledge thereof hereunder, except as authorized or permitted hereunder.

(c) Observance of Covenants. The University will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Resolution, the Trust Agreement, the Series Resolutions and in any and every Bond executed, authenticated and delivered under the Trust Agreement, and in all other proceedings pertaining to the Bonds.

(d) Duties Binding on All with Authority; Enforcement by Mandamus. Each provision of the Bond proceedings is binding upon such officer, board, authority, agency, department, or other person or body as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of the duty required by such provision; and each duty of the University and the Board, and of their members, officers and employees, undertaken pursuant to the Bond proceedings for the Bonds is established as a duty of the University, the Board and of each such member, officer, and employee having authority to perform such duty, specifically enjoined by law resulting from an office, trust, or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

(e) Annual Reports. Within one hundred and twenty days after the end of each fiscal year, the University shall submit to the Trustee and each Original Purchaser, and to each bondholder who in writing requests the same, an annual report by the University showing the financial operations of the University during the preceding fiscal year, which may be in the form submitted to the Ohio Board

of Regents or other State officials, and also showing the status of all special funds at the end of such fiscal year and the receipts thereto and payments therefrom during such fiscal year, and such other data as the Trustee may reasonably deem to be relevant under the Trust Agreement and request in writing. Upon request of the Trustee, the University will make available a copy of any reports concerning the University prepared by the official auditing agency of the State, presently the Bureau of Inspection and Supervision of Public Offices.

(f) Inspection and Audit of Records. The Trustee, each Original Purchaser, and the holders of twenty-five percent or more of the principal amount of all outstanding Bonds shall have the right at all reasonable times to inspect and audit any records, books, documents, special funds, and accounts of the University, relating to the Bond Pledge Fund and the Bond Service Fund. Such inspection or audit may be conducted by a public accounting firm or other authorized representative selected by the party entitled to make the inspection.

(g) Further Assurance. The University will at any and all times pass, make, do, execute and deliver such further resolutions, acts, instruments and assurances as may be necessary or desirable to carry out the purposes of this Resolution and the Trust Agreement.

**Section 16. Trust Agreement.** In order better to secure the payment of the Bond service charges as the same shall become due and payable, the President of the Board, the President of the University and the Secretary of the Board and the fiscal Officer, or any one or more of them, are authorized and directed to execute, acknowledge and deliver, in the name and on behalf of the University, a Trust Agreement to the Trustee, in substantially the form submitted to this Board, and hereby approved, with such changes therein not substantially adverse to the University as may be permitted by the Act and approved by the officers executing the same on

behalf of the University. The approval of such changes by said officers, and that such changes are not substantially adverse to the University, shall be conclusively evidenced by the execution of the Trust Agreement by such officers.

This Resolution shall constitute part of the Trust Agreement for all purposes, including, without limitation thereto, application to this Resolution of the provisions contained in the Trust Agreement for amendment, modification and supplementation, and provisions for separability. The execution and delivery of the Trust Agreement shall constitute certification and conclusive evidence that the General Bond Resolution as set forth therein is a true and exact copy of the General Bond Resolution as adopted by the Board and in effect at the time of execution and delivery of the Trust Agreement. The execution and delivery of each Supplemental Trust Agreement in which a Series Resolution is set forth shall constitute certification and conclusive evidence that the Series Resolution as set forth therein is a true and exact copy of such Series Resolution adopted by the Board and in effect at the time of execution and delivery of such Supplemental Trust Agreement.

Adopted: April 14, 1972

WHEREAS, all acts, conditions and things required to happen, exist and be performed precedent to and in the execution and delivery of this Agreement have happened, exist and have been performed in order to make the Bonds, when authorized and issued in accordance with this Agreement, valid obligations of the University in accordance with the terms thereof, and hereof, and in order to make this Agreement a valid, binding and legal trust agreement for the security of the Bonds in accordance with its terms; and

WHEREAS, the Trustee has accepted the trusts created by this Agreement, and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that in order to secure the payment of the Bond service charges on the Bonds according to their true intent and meaning and to secure the performance and observance of all the covenants, agreements and conditions therein and herein contained and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, authenticated, delivered, accepted, held, secured, and enforced, the University, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and for other good and valuable considerations, the receipt of which is hereby acknowledged, has executed and delivered this Trust Agreement and has pledged, and by these presents does hereby pledge, the General Receipts of the University, the General Receipts Bond Pledge Fund and the General Receipts Bond Service Fund unto The Ohio National Bank of Columbus, Columbus, Ohio, as Trustee, and to its successors in said trust and to it and its assigns, and does hereby covenant and agree to apply the General Receipts and Bond Pledge Fund to the extent and in the manner in this Agreement provided.

Subject to the provisions hereof, this Agreement is made for the equal and proportionate benefit, security and protection of all holders of the Bonds and coupons issued under and secured by this Agreement, and for the enforcement of the payment of the Bond service charges on the Bonds, according to the true intent and meaning thereof and of this Agreement, and to secure the performance of and compliance with the covenants, terms and conditions of this Agreement, without preference, priority or distinction of any one Bond or coupon over any other by reason of series designation, number, date of authentication, issuance, sale, execution, or delivery, date of the Bonds or of maturity, or otherwise, to the extent provided in and except as otherwise permitted by this Agreement, it being intended that the security of this Agreement shall take effect from the date hereof without regard to the date of actual issue, sale or disposition of the Bonds as though upon such date all the Bonds were actually issued, sold and delivered to purchasers for value; provided, however, that if all Bond service charges on the Bonds and coupons are paid or caused to be paid in accordance with Section 9.01 and 9.02 of this Agreement, and the University shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Agreement to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee and Paying Agents all sums of money due or to become due to them in accordance with the terms and provisions hereof, then this Agreement and the rights hereby granted shall cease, determine and be void; otherwise this Agreement shall be and remain in full force and effect.

And it is expressly declared that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all General Receipts and the Bond Pledge Fund are to be dealt with, disposed of, and applied, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts,

uses and purposes provided in this Agreement and the University has agreed and covenanted, and does hereby further agree and covenant, with the Trustee and with the respective holders from time to time of the Bonds or coupons, or any part thereof, as follows:

## ARTICLE I

### DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, including in the General Bond Resolution, and unless the context otherwise indicates, the terms "hereof", "herein", "hereto", and similar terms, mean and refer to this Agreement; the term "office of" the Trustee, Paying Agent or Bond Registrar means the principal corporate trust office thereof; the term "Authorized Officer" means any officer or employee of the University or the Board authorized by or pursuant to law or action of the Board to perform the act or sign the document in question, and if there is no such authorization means the President or Secretary of the Board, or the President or the Fiscal Officer of the University; and the term "Bond Registrar" means the keeper of the registrations books for the registration of the Bonds or a series of Bonds, as the case may be, which in each case shall be the Trustee except as may otherwise be provided pursuant to the Trust Agreement.

## ARTICLE II

### FORM, AUTHENTICATION, REGISTRATION AND EXCHANGE OF BONDS

Section 2.01. Form of Bonds. The Bonds and coupons shall be substantially in the forms set forth in the respective Supplemental Trust Agreements entered into in connection therewith, all consistent with this Agreement.

Section 2.02. Authentication and Delivery of Bonds. Neither any Bond nor any coupon appertaining thereto shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Agreement unless and until an authentication certificate, substantially in the form set forth below, shall have been duly endorsed upon such Bond. Such certificate of the Trustee may be executed by any person duly authorized by the Trustee, but it shall not be necessary that the same person sign the authentication certificate on all of the Bonds. Said authentication certificate shall be substantially in the following form:

"This Bond is one of the Bonds issued under the provisions of the within mentioned Agreement and the \_\_\_\_\_ Supplemental Trust Agreement thereto."

The Trustee shall not authenticate or deliver any coupon Bonds unless all coupons annexed thereto and then matured shall have been detached and cancelled, except as may be permitted under Section 2.04 and Section 2.05 hereof.

Before the first issue of Bonds, and before any additional Bonds, are authenticated and delivered by the Trustee, there shall have been filed with the Trustee the following:

1. A copy, duly certified by an Authorized Officer, of a Series Resolution authorizing the issuance and delivery of the Bonds to be authenticated and delivered, adopted in conformity with Section 3 of the General Bond Resolution.
2. An original executed counterpart of the Supplemental Trust Agreement entered into in connection with the issuance of such Bonds.
3. A request and authorization to the Trustee on behalf of the University, signed by an Authorized Officer, to authenticate and deliver the Bonds to, or on the order of, the Original Purchaser thereof who is therein identified, upon payment of a sum specified in such request and authorization.

4. A certificate of the Authorized Officers as provided for in the last paragraph of Section 13 of the General Bond Resolution.

5. The written opinion of counsel for the University, or other counsel satisfactory to the Trustee, to the effect that documents submitted to the Trustee in connection with the application then being made comply with the requirements of the Trust Agreement, and that in his opinion all conditions precedent to the issuance of such Bonds as provided in the Trust Agreement have been complied with; and a written opinion of bond counsel to the University, who may also be the counsel referred to above in this paragraph 5, that the Bonds the authentication of which is then applied for, when duly executed and authenticated and delivered by the Trustee, will be valid and legal obligations of the University in accordance with their terms and will be secured by this Agreement with all Bonds at the time outstanding hereunder.

When the foregoing documents have been filed with the Trustee and the Bonds have been executed and authenticated, the Trustee shall deliver such Bonds to or on the order of the Original Purchaser thereof identified in the request and authorization referred to in numbered paragraph 3 of this Section, but only upon payment of the specified sum set forth in said request and authorization.

**Section 2.03. Fully Registered Bonds.** Fully registered Bonds shall be in the same denominations as authorized for coupon Bonds of the same series, and any multiple thereof. Unless otherwise provided in the applicable Series Resolution, each fully registered Bond shall be of a single maturity of the same series. Except as may be otherwise provided in the applicable Series Resolution, each fully registered Bond shall bear interest from its date and shall be dated as of the date of the coupon Bonds of the applicable series if authenticated



prior to the first interest payment date for such series, and otherwise shall be dated as of the interest payment date next preceding the date of authentication, unless authenticated on an interest payment date in which case it shall be dated as of the date of its authentication; provided, however, that if at the time of authentication of any fully registered Bond interest thereon is in default, such Bond shall be dated as of the date to which interest has been paid.

**Section 2.04. Transfer, Exchange and Registration of Bonds.** Coupon Bonds, upon surrender thereof at the office of the Bond Registrar, with all unmatured coupons and all matured coupons in default, if any, appertaining thereto may, at the option of the holder thereof, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same series and of any denomination or denominations authorized by the applicable Series Resolution, and bearing interest at the same rate and maturing on the same date or dates.

Fully registered Bonds, upon surrender thereof at the office of the Bond Registrar, together with an assignment duly executed by the registered holder or his duly authorized attorney in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered holder thereof, be exchanged for coupon Bonds of authorized denomination of the same series in the aggregate principal amount not exceeding the unmatured and unredeemed principal amount of such fully registered Bonds, bearing interest at the same rate and maturing on the same date or dates, with coupons attached representing all unpaid interest due or to become due thereon, or for fully registered Bonds of the same series of any denomination or denominations authorized by the applicable Series Resolution, in the aggregate principal amount not exceeding the unmatured and unredeemed principal amount of such fully registered Bonds, and bearing interest at the same rate and maturing on the same date or dates, or any combination of the foregoing.

Unless otherwise provided in the applicable Series Resolution the principal of and redemption premium, if any, on all registered Bonds (except coupon Bonds registered as to principal to bearer) shall be payable at the office of the Trustee, and payment of the interest on fully registered Bonds shall be made on each interest payment date to the person appearing on the registration books hereinafter provided for as the registered holder thereof, by check or draft mailed by the Trustee to such registered holder at his address as it appears on such registration books.

Title to any coupon Bond, unless such Bond is registered as to principal (except to bearer), and to any coupon shall pass by delivery. Unless otherwise provided in the applicable Series Resolution, at the option of the holder any coupon Bond may be registered as to principal on registration books kept for that purpose at the office of the Bond Registrar, upon presentation thereof to the Bond Registrar which shall make notation of such registration thereon. Any such Bond registered as to principal (except to bearer) may thereafter be transferred only upon an assignment duly executed by the registered holder or his duly authorized attorney in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. Such transfer may be to bearer and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before.

Any fully registered Bond may be transferred only upon the books for the registration and transfer of Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered holder or his duly authorized attorney in such form as shall be satisfactory to the Bond Registrar. Upon the transfer of any such fully registered Bond and

on request of the Bond Registrar, the University shall execute in the name of the transferee a new fully registered Bond or Bonds of the same series, of any denomination or denominations permitted by the applicable Series Resolution, or coupon Bonds of the same series with coupons attached representing all unpaid interest due or to become due thereon, or a combination of the foregoing, in aggregate principal amount equal to the unmatured and unredeemed principal amount of such fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates.

In all cases in which Bonds shall be exchanged or fully registered Bonds shall be transferred thereunder, the University shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Agreement. Except as may otherwise be provided in an applicable Series Resolution as to the series of Bonds authorized by such resolution, the University, the Trustee and the Bond Registrar may make a charge for any such exchange or transfer of Bonds authorized by such Series Resolution sufficient to reimburse them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and sufficient to reimburse them for all other costs and expenses incurred in connection with such exchange or transfer, and any such charge shall be paid before any such new Bond shall be delivered. Neither the University, the Trustee nor the Bond Registrar shall be required to make any such exchange or transfer of any Bond during the ten days next preceding an interest payment date on the Bonds of the same series or next preceding any selection of Bonds of the same series to be redeemed, or after such Bond has been selected for redemption.

As to any coupon Bond registered as to principal or fully registered Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on

account of the principal of and any premium on any such Bond and the interest on such fully registered Bond shall be made only to or upon the order of the registered holder thereof or his legal representative, and neither the University, Bond Registrar, Trustee nor any Paying Agent shall be affected by any notice to the contrary, but such registration may be changed as hereinabove provided. All such payments shall be void and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid. The University, Bond Registrar, Trustee and any Paying Agent may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal or which shall be registered as to principal to bearer, and the bearer of any coupon appertaining to any coupon Bond whether such coupon Bond shall be registered as to principal or not, as the absolute owner of such Bond or coupon, as the case may be, whether such Bond or coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the University, Bond Registrar, Trustee nor any Paying Agent shall be affected by any notice to the contrary.

In case any fully registered Bond is redeemed in part only, on or after the redemption date and upon surrender of such Bond to the Trustee the University shall execute and the Trustee shall authenticate and deliver, without charge to the bondholder, a new Bond or Bonds in authorized denominations and in aggregate principal amount equal to the unredeemed portion of such Bond.

So long as any of the Bonds remain outstanding, the University will cause to be maintained and kept, at the Trustee as Bond Registrar, books for the aforesaid registration and transfer, except that as to any series of Bonds an additional or different Bond Registrar may be designated in the applicable Series Resolution.

Section 2.05. Mutilated, Lost, Wrongfully Taken or Destroyed Bonds or Coupons. In the event any Bond is mutilated, lost, wrongfully taken or destroyed, the University shall execute and the Trustee shall authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, wrongfully taken or destroyed, which new Bond, if a coupon Bond, shall have attached thereto coupons corresponding in all respects to those (if any) on the Bond mutilated, lost, wrongfully taken or destroyed, provided that in the case of any mutilated Bond such mutilated Bond together with all coupons (if any) appertaining thereto shall first be surrendered to the Trustee, and in the case of any lost, wrongfully taken or destroyed Bond there shall be first furnished to the University and the Trustee evidence of such loss, wrongful taking or destruction satisfactory to the Authorized Officer of the University and to the Trustee, together with indemnity satisfactory to them. In the event any such lost, wrongfully taken or destroyed Bond (or any coupon or coupons appertaining thereto) shall have matured, instead of issuing a new Bond (or coupon or coupons appertaining thereto representing coupon or coupons that has or have matured), the University, by its Authorized Officer, may direct the Trustee to pay the same without surrender thereof upon the furnishing of the evidence and satisfactory indemnity as in the case of issuance of a new Bond. The University and the Trustee may charge the holder of the applicable Bond with their reasonable fees and expenses in connection with their actions pursuant to this paragraph.

Every new Bond issued pursuant to this Section shall, with respect to such Bond and any coupons appertaining thereto, constitute an additional contractual obligation of the University, whether or not the lost, wrongfully taken or destroyed Bond or coupon appertaining thereto shall be found at any time, and

shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Bonds of the same series, and coupons appertaining thereto, duly issued hereunder. Any new Bond issued pursuant to this Section, and any coupons appertaining thereto, may contain a statement to the effect that they are issued to replace a mutilated, lost, wrongfully taken or destroyed Bond and the coupons, if any, appertaining thereto.

All Bonds and coupons shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, wrongfully taken or destroyed Bonds and coupons appertaining thereto and shall preclude any and all other rights or remedies, including payment or replacement of detached coupons separately lost, wrongfully taken or destroyed notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

The Trustee shall promptly advise in writing the Paying Agents of the applicable series of the issuance pursuant to this Section of new Bonds or coupons appertaining thereto and of the payment pursuant to this Section of any matured Bond or coupon.

**Section 2.06. Safekeeping and Cancellation of Bonds.** Any Bond or any coupon surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 2.05, shall be cancelled upon surrender thereof to the Trustee or Paying Agents, provided, however, that any coupon Bond surrendered for exchange may, at the option of the Trustee, instead of being cancelled as provided above, be held in safekeeping by the Trustee for re-issuance and may be reissued in an exchange pursuant to Section 2.04 hereof, and any such Bond and coupon appertaining thereto shall, if not so

reissued, be cancelled by the Trustee immediately after maturity and certification of such cancellation shall be made to the University as provided in this Section. Any such Bonds and coupons cancelled by a Paying Agent other than the Trustee shall be promptly transmitted by such Paying Agent to the Trustee. Certification of such surrender and cancellation, and of any coupon Bonds held in safekeeping by the Trustee for re-issuance pursuant to this section, shall be made to the University by the Trustee at least twice each fiscal year. Cancelled Bonds and coupons shall promptly be cremated by the Trustee, and certificates of such cremation provided by the Trustee to the University.

### ARTICLE III

#### REDEMPTION OF BONDS

**Section 3.01. Privilege of Redemption.** The Bonds shall be subject to redemption prior to maturity to the extent, at such times and in the manner provided in the General Bond Resolution and in the applicable Series Resolution, all subject to this Agreement.

**Section 3.02. University's Election to Redeem.** The University, except in the case of redemption pursuant to any mandatory sinking fund requirements provided for in any series Resolution, shall give written notice to the Trustees of its election to so redeem in accordance with the applicable Series Resolution or Resolutions, of the places where the amounts due upon such redemption are payable, of the redemption date, and of the principal amount of each maturity of each series of redeemable Bonds to be redeemed, which notice shall be given at least forty-five days prior to the redemption date or within such shorter period as shall be acceptable to the Trustee.

If less than all of the Bonds of a series of any one maturity shall be called for redemption, the particular Bonds to be redeemed in whole or in part shall, unless other provision for such selection be made in the applicable Series Resolution, be selected by lot by the Trustee in such manner as the Trustee in its discretion may determine.

**Section 3.03. Notice of Call for Redemption.** When the Trustee shall receive notice from the University of its election to redeem Bonds, or in order to carry out mandatory sinking fund requirements of a Series Resolution, the Trustee shall give notice of call for redemption as provided for in Section 4 of the General Bond Resolution, and also shall mail a copy of such notice to all registered holders of Bonds to be redeemed in whole or in part at their addresses as they appear on the registration books provided for in Section 2.04 hereof and to holders of all other Bonds to be redeemed who have their names and addresses on the list of bondholders provided for in Section 6.10 hereof; provided that failure to mail such notice shall not affect in any respect the validity of the proceedings for such redemption.

**Section 3.04. Payment of Redeemed Bonds.** In the event notice of call for redemption shall have been given as in Section 3.03 hereof provided, the Trustee, if it holds the moneys to be applied to the payment of the redemption price and accrued interest, or otherwise the University, shall not less than one business day prior to the redemption date pay to the appropriate Paying Agents identified in such notice an amount in cash which, in addition to other moneys, if any, available therefor held by the Paying Agents, will be sufficient to redeem at the redemption price thereof plus interest accrued to the redemption date all of the Bonds (and portions of fully registered Bonds) which the University has so elected to redeem, provided that to the extent that the amount needed by a



Paying Agent for such purpose is not sufficiently predictable, the Trustee may make such credit arrangements with such Paying Agent as to permit meeting such payments. The University shall promptly notify the Trustee in writing of any payments made by the University to a Paying Agent pursuant to this paragraph.

Notice having been given in the manner provided in Section 3.03 hereof, the Bonds (and portions of fully registered Bonds) so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued to the redemption date, upon presentation and surrender thereof together with all appurtenant coupons maturing subsequent to the redemption date at the place or places specified in such notice, and such Bonds (and portions of fully registered Bonds) shall be paid at the redemption price plus interest accrued to the redemption date. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons.

If, on the redemption date, moneys for the redemption of all such Bonds (and portions of fully registered Bonds) to be redeemed, together with interest to the redemption date, are held as provided in Section 4 of the General Bond Resolution, then from and after the redemption date such Bonds and portions of fully registered Bonds so called for redemption, and all appurtenant coupons maturing subsequent to the redemption date, shall no longer be considered as outstanding hereunder.

All moneys held by the Trustee or Paying Agents for the redemption of particular Bonds shall be held in trust for the account of the holders thereof and shall be paid to them respectively upon presentation and surrender of such Bonds.

## ARTICLE IV

### FURTHER PROVISIONS AS TO FUNDS AND PAYMENTS

#### Section 4.01 Non-presentment of Bonds or Coupons; Unclaimed Moneys.

In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity, at the date fixed for redemption thereof, or otherwise, or in the event any coupon shall not be presented for payment at the due date thereof, if moneys for the purpose of paying, and sufficient to pay, such Bond or coupon shall have been made available to the Paying Agents therefor, it shall be the duty of the Paying Agents to hold such moneys in trust, without liability to the University or the Trustee or the bondholder for interest thereon, for the benefit of the holder of such Bond or coupon, who shall, subject to the provisions of this section, thereafter be restricted exclusively to such moneys for any claim of whatever nature on his part under this Agreement or on, or with respect to, said Bond or coupon. Any moneys which shall be so held by the Paying Agents, and which remain unclaimed by the holder of the Bond or coupon not presented for payment, for a period of three years after the date on which such Bond or coupon shall have become payable as provided above shall upon request in writing by the University be paid to the University and thereafter the holder of such Bond or coupon shall look only to said University for payment and then only to the amounts, or to the extent of amounts, so received by it without any interest thereon, and the Paying Agents and Trustee shall have no further responsibility with respect to such moneys.

The moneys paid to the University pursuant to this Section 4.01 shall be credited by it to a special fund of the University, as a trust fund separate

and apart from other funds of the University, to be maintained in an account or accounts with a bank or banks that are members of the Federal Deposit Insurance Corporation, or invested in eligible investments. The University shall keep a record of the amounts with respect to each series of Bonds, and to Bonds and coupons of such series, so deposited in said special fund, and moneys in such fund shall be applied to payment of Bond service charges on the Bonds with respect to which such money is transferred to the University. Investment income from any investments of moneys in such special fund may be credited to the general funds of the University. Moneys in such special fund unclaimed for fifteen years after such moneys are paid to the University shall become the absolute property of the University free from trust.

**Section 4.02. Moneys to be Held in Trust.** All moneys required or permitted to be deposited with or paid to the Trustee or any Paying Agent under any provision of the Trust Agreement, and any investments thereof, shall be held by the Trustee or such Paying Agent in trust for the purposes intended and shall, while so held, be subject to the lien hereof.

Moneys and investments in the custody of the University in the Bond Pledge Fund and any other special fund or account created under or pursuant to this Agreement as a trust fund shall constitute trust funds for the purposes intended and shall while so held be subject to the lien hereof, and the University covenants that it may be held accountable as the trustee of an express trust for the application and disposition thereof solely to the respective uses and purposes in this Agreement provided.

The pledge and lien created by the Agreement shall be valid and binding from and after the time made against all parties having claims of any kind against the University.

**Section 4.03. Reports by Trustee to the University.** The Trustee shall, at least once a month, submit to the University a report of moneys and investments held by it pursuant to this Agreement, and of any transactions involving such moneys and investments, including any sales of investments and reinvestments thereof, and any transfers as between special funds and accounts. The Trustee shall immediately advise the University of any failure timely to receive payments to the Bond Service Fund pursuant to Section 7 of the General Bond Resolution, and of any transfer by the Trustee from the Bond Service Reserve Account to the Bond Service Account pursuant to the second paragraph of Section 9 of the General Bond Resolution.

## **ARTICLE V**

### **ADDITIONAL COVENANTS OF THE UNIVERSITY**

**Section 5.01. Extension of Payment of Bonds and Coupons.** The University shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any of the coupons or claims for interest, by the purchase or funding of such Bonds, coupons or claims for interest or by any other arrangement and in case the maturity of any of the Bonds or the time for payment of any such coupons or claims for interest shall be extended, such Bonds, coupons or claims for interest shall not be entitled in case of any event of default under this Agreement to the benefit of this Agreement or to any payment out of the funds (except funds held for the payment of particular Bonds, coupons or claims for interest pursuant to this Agreement) held by the Trustee or any Paying Agent except subject to the prior payment of the principal of all Bonds issued and outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended coupons or claims for interest.

Nothing herein shall be deemed to limit the right of the University to issue any duly authorized refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

**Section 5.02 Power to Issue Bonds and Make Pledges.** The University is duly authorized pursuant to law to create and issue the Bonds and coupons and enter into this Agreement and to pledge the General Receipts, the Bond Pledge Fund and the Bond Service Fund and other special funds and accounts purported to be pledged in the manner and to the extent provided in this Agreement. The Bonds and coupons are and will be the valid and legally enforceable obligations of the University and the provisions of this Agreement are and will be the valid and legally enforceable obligations of the University, all in accordance with their terms and the terms of this Agreement. The University shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the General Receipts, the Bond Pledge Fund and the Bond Service Fund and other special funds and accounts under this Agreement and all the rights of the bondholders under this Agreement against all claims and demands of all persons whomsoever.

**Section 5.03. Accounts and Reports.** The University shall keep or cause to be kept proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Trust Agreement and special funds and accounts, which records shall be subject to inspection and audit in accordance with Section 15(f) of the General Bond Resolution.

## **ARTICLE VI**

### **THE TRUSTEE AND PAYING AGENTS**

**Section 6.01. Trustee's Acceptance and Responsibilities.** The Trustee hereby accepts the trust imposed upon it by this Agreement, and agrees to

perform said trusts as an ordinarily prudent trustee under a trust agreement, but only upon and subject to the following express terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the University), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) Except for its certificate of authentication on the Bonds, the Trustee shall not be responsible for any recital herein or in the Bonds (which recital shall be deemed to be made solely by the University), or for the validity or priority of this Agreement or for the validity of the execution by the University of this Agreement or of any Supplemental Trust Agreements or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, and except as provided in the Trust Agreement, the Trustee shall not be responsible for the deposit, application or expenditure of the proceeds of the Bonds, for the

construction, maintenance or operation of the University Facilities financed in whole or in part from the proceeds of Bonds, or for the deposit of General Receipts into the Bond Pledge Fund, all of which shall be deemed covenants and responsibilities of the University, and the Trustee shall not be bound to ascertain or inquire as to the correctness of any information, statements, reports, or certificates furnished or to be furnished it by the University or as to the performance or observance of any covenants, conditions or agreements on the part of the University under the Trust Agreement, but the Trustee may require of the University full information and advice as to the performance of the covenants, conditions and agreements aforesaid.

(c) The Trustee shall be protected in acting upon any notice, request, consent, certificate, report, order, budget, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons, provided, however, that in the case of any such item which by any provision of the Trust Agreement is required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements of this Agreement. Any action taken by the Trustee pursuant to the Trust Agreement upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the holder of any Bond, shall be conclusive and binding upon all future holders of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(d) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, report, paper or proceedings, the Trustee shall be entitled to rely upon a certificate signed on behalf of the University or the Board by an Authorized Officer thereof, or on behalf of any governmental agency by the officer, or an assistant thereto, having charge

of the appropriate records, as sufficient evidence of the facts therein contained; and prior to the occurrence of an event of default of which the Trustee has notice the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion obtain such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the officer, or an assistant thereto, having charge of the appropriate records to the effect that legislation in the form therein set forth has been enacted by the University, the Board or any governmental agency as conclusive evidence that such legislation has been duly adopted and is in full force and effect.

(e) The permissive right of the Trustee to do things enumerated in this Agreement shall not be construed as a duty and the Trustee, subject to the above provisions of this Article, shall not be answerable for other than its negligence, bad faith or willful default.

(f) Except as may be expressly required by law or the Trust Agreement, the Trustee shall not be required to give any bond or surety in respect to the execution of the said trusts and powers or otherwise in respect of the premises.

(g) Notwithstanding anything elsewhere in this Agreement contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, or any action whatsoever within the purview of the Trust Agreement, any showings, certificates, reports, opinions, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed by it desirable for the purpose of establishing the right of the



University to the authentication of any Bonds, or the taking of any other action by the Trustee.

(h) Before taking action under Section 6.03 or Article VII hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence, bad faith or willful default by reason of any action so taken. The Trustee may, however, take such action without such indemnity, and in such case the University shall reimburse the Trustee for all such expense to which it may be put, from General Receipts available therefor.

(i) Unless otherwise provided in the Trust Agreement, all moneys received by the Trustee under the Trust Agreement shall, until used or applied as therein provided, be held in trust for the purpose for which they were received but need not be segregated from other funds except to the extent required by the Trust Agreement or by law. The Trustee shall not be under any liability for interest on any moneys received by it under the Trust Agreement except such as may be provided in the Trust Agreement or otherwise agreed upon with the University, and except to the extent that such interest, if any, is paid on similar deposits.

**Section 6.02. Fees, Charges and Expenses of Trustee and Paying Agents.**

Subject to any contract with the University, the Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services as Trustee rendered hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in

and about the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder as Trustee. The Trustee and any Paying Agent shall be entitled to payment and reimbursement for the reasonable fees and charges as, respectively, Paying Agent and Bond Registrar, and Paying Agent, for the Bonds and coupons as hereinabove provided. Payment or reimbursement under this Section shall be from General Receipts available therefor.

**Section 6.03. Intervention by Trustee.** In any judicial proceedings to which the University or any governmental agency is a party and which in the opinion of the Trustee and its attorney has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of bondholders and shall do so if requested in writing by the holders of at least twenty-five percent of the aggregate principal amount of Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of such intervention by a court of competent jurisdiction.

**Section 6.04. Successor Trustee.** Any corporation into which the Trustee may be converted or merged, or with which it or any successor to it may be consolidated, or to which it may sell or transfer its assets and trust business as a whole or substantially as a whole, or any corporation resulting from any such conversion, sale, merge, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all the trusts, powers, duties, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided, however, that any such successor Trustee shall be a corporate trustee which may be a trust company or a bank having the powers of a trust company within or without the State of Ohio

but authorized to exercise trust powers within Ohio.

**Section 6.05. Resignation of the Trustee.** The Trustee may at any time resign from the trusts hereby created by giving written notice to the University and to the Original Purchasers of each series of Bonds not less than sixty days before such resignation is to take effect, and by publishing such notice at least once, in the same manner as provided for in Section 4 of the General Bond Resolution for publication of notice of call for redemption, not less than forty-five days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment pursuant to Section 6.07 hereof of a successor Trustee if such successor Trustee shall be appointed before the time stated in such notice and shall then accept the trusts hereof.

**Section 6.06. Removal of the Trustee.** The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the University and signed by or on behalf of the holders of not less than a majority in aggregate principal amount of Bonds then outstanding.

**Section 6.07. Appointment of Successor Trustee.** In case the Trustee shall resign or be removed, or be dissolved, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the University; provided that following ten days after the notice of resignation or instrument or instruments of removal is delivered as provided in Section 6.05 and 6.06, or the Trustee is dissolved, taken under control or otherwise incapable of action as above provided, then the holders of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such

holders, may designate a successor Trustee unless prior to the filing of such instrument or instruments so signed with the University a successor Trustee shall have been appointed by the University. Every such successor Trustee appointed pursuant to the provisions of this Section shall have the same qualifications as provided for a successor Trustee in Section 6.04 hereof and, in addition, shall have a reported capital and surplus of not less than \$10,000,000 and shall be willing to accept the trusteeship under the terms and conditions of the Trust Agreement.

**Section 6.08. Concerning any Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the University, with a copy to the Original Purchasers of each series of the Bonds, an instrument in writing accepting such appointment hereunder, and thereupon such successor without any further act shall become fully vested with all the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of its successor or of the University, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of such predecessor hereunder. Should any instrument in writing from the University be required by any successor Trustee for more fully and certainly vesting in such successor the rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing, shall, on request, be executed, acknowledged, and delivered by the University.

**Section 6.09. Trustee Protected in Relying Upon Resolutions, etc.** The resolutions, opinions, reports, certificates and other instruments provided for in the Trust Agreement may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for its actions taken hereunder.

**Section 6.10. Trustee as Paying Agent and Bond Registrar; Bondholder**

**List.** The Trustee is hereby designated and agrees to act as Bond Registrar for and in respect to the Bonds to the extent provided in the Trust Agreement, and as Paying Agent for any series of Bonds for which it is designated Paying Agent pursuant to the Trust Agreement or the applicable Series Resolution.

To the extent that such information shall be made known to the Trustee or the University under the terms of this paragraph, the University will keep on file at the Trustee's office a list of names and addresses of the last known holders of all Bonds payable to bearer and believed to be held by each of such last known holders. Any bondholders may request that his name and address be placed on said list by filing a written request with the Trustee or the University, which request shall include a statement of the principal amount, series designation and the identifying numbers of such Bonds. The University and the Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copies by the University or by holders (or a designated representative thereof) of twenty-five percent or more in principal amount of Bonds then outstanding.

**Section 6.11. Successor Trustee as Custodian of Funds, Bond Registrar and Paying Agent.** In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be custodian of any funds it may hold pursuant to this Agreement, and cease, to the extent that it was such, to be Bond Registrar and Paying Agent for any of the Bonds and the successor Trustee shall become such custodian, Bond Registrar and Paying Agent.

**Section 6.12. Adoption of Authentication.** In case any of the Bonds

contemplated to be issued hereunder shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of the predecessor and deliver the said Bonds so authenticated as hereinabove provided; and in case any of such Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds either in the name of any predecessor or in its own name. In all such cases such certificate of authentication shall have the same force and effect as provided in the Bonds or in this Agreement with respect to the certificate of authentication of the Trustee.

**Section 6.13. Designation, Resignation, Removal and Succession of Paying Agents.** The Trustee and the other banks or trust companies, if any, designated as Paying Agent or Paying Agents in a Series Resolution shall be the Paying Agents for the applicable series of Bonds, and in the absence of such designation in a Series Resolution the Trustee shall be the sole Paying Agent for Bonds authorized by such Series Resolution. A copy of the Agreement and of the Supplemental Trust Agreement relating to the applicable series of Bonds shall be filed with each Paying Agent therefor, and the terms and provisions of such agreements shall, to the extent they refer to powers, duties and responsibilities of Paying Agents, be deemed to be part of the paying agency Agreement.

Any bank or trust company with or into which the Paying Agent, except the Trustee, may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Agreement.

Any Paying Agent, except the Trustee, may resign, and be discharged of its duties and obligations created by the Agreement by giving at least 120 days notice to the University, the Trustee, and the Original Purchasers of each series

of Bonds for which it is the Paying Agent. Any Paying Agent may be removed at any time by an instrument, signed on behalf of the University and approved by the Trustee, filed with such Paying Agent, the Trustee, and the Original Purchasers of the Bonds for which such Paying Agent is the Paying Agent, or by an instrument in writing signed by the owners of at least a majority in principal amount of the outstanding Bonds for which such Paying Agent is the Paying Agent and filed with the University, the Trustee, and the Original Purchasers of each such series of Bonds.

If the position of Paying Agent shall become vacant for any reason, the University shall, within thirty days thereafter, appoint a bank or trust company located in the same city as such Paying Agent to fill such vacancy; provided, however, that if the University shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment. Notice of the appointment of such Paying Agent shall be given by the Trustee to the Original Purchasers of the series of Bonds affected thereby and to the holders of coupon Bonds of such series as their names appear on the list of bondholders provided for in Section 6.10 hereof.

The Paying Agents shall enjoy the same protection provisions in the performance of their duties hereunder as are specified in Section 6.01 with respect to the Trustee, insofar as such provisions may be applicable.

**Section 6.14. Trustee and Paying Agents May Deal in Bonds.** The Trustee and Paying Agents, and any of their directors, officers, employees, or agents, may in good faith become the owner of Bonds and coupons secured hereby with the same rights which it or they would have hereunder if the Trustee or Paying Agent were not such.

## ARTICLE VII

### DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

**Section 7.01. Event of Default.** The following events shall be events of default under this Agreement:

(a) Failure to pay interest on any Bond, when and as the same shall have become due and payable, and such failure shall have continued for a period of thirty days;

(b) Failure to pay the principal (and redemption premium, if any) of any Bond, when and as the same shall have become due and payable, whether at maturity or by acceleration by call for redemption, and such failure shall have continued for a period of thirty days;

(c) Failure to perform or observe duly or punctually any other covenant, condition or agreement contained in the Bonds or the Trust Agreement and to be performed by the University, which failure shall have continued for a period of ninety days after the notice described below.

The notice referred to in this Section 7.01 is written notice specifying the default and requiring same to be remedied, given to the University by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of not less than ten per centum of the Bonds then outstanding.

**Section 7.02. Acceleration.** In case an event of default shall have occurred, at any time during the continuance of such event of default the



Trustee may, and upon the written request of the holders of at least twenty-five per centum in principal amount of the Bonds then outstanding shall, by notice in writing to the University, declare the principal of all the Bonds then outstanding (if not then due and payable) and the interest accrued thereon to be due and payable immediately, and, upon such declaration, such principal and interest shall become and be immediately due and payable.

The provisions of the above paragraph are subject, however, to the condition that if at any time after such principal and interest shall have been so declared due and payable prior to the entry of judgment in a court of law or equity for enforcement hereunder or the appointment of a receiver hereunder, all sums payable under the Trust Agreement except the principal of, and interest accrued after the next preceding interest payment date on, the Bonds which have not reached their stated maturity dates and which are due and payable solely by reason of such declaration, plus interest (to the extent permitted by law) on any overdue installments of interest at the rate borne by the Bonds in respect of which such event of default shall have occurred, shall have been duly paid or provided for by deposit with the Trustee or Paying Agents and all existing default shall have been made good, then and in every such case such payment or provisions for payment shall ipso facto constitute a waiver of such event of default and its consequences and an automatic rescission and annulment of such declaration under the above paragraph, but no such waiver and rescission shall extend to or affect any such subsequent event of default or impair any rights consequent thereon.

**Section 7.03. Enforcement of Rights Under Agreement.** Upon the happening and continuance of any event of default specified in Section 7.01 of this Agreement, then and in every such case the Trustee may proceed, and upon the

written request of the holders of not less than ten per centum in principal amount of the Bonds then outstanding hereunder shall proceed, subject to the provisions of Section 6.01 of this Agreement, to protect and enforce its rights and the rights of the bondholders under this Agreement by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effective to protect and enforce such rights.

In the enforcement of any remedy under this Agreement the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming due, and at any time remaining unpaid, on account of principal, interest or otherwise under any of the provisions of this Agreement or of the Bonds, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the bondholders, and to recover and enforce judgment or decree against the University, but solely as provided herein and in such Bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from the General Receipts and the special funds and accounts from which the Bonds are payable) in any manner provided by law, the moneys adjudged or decreed to be payable.

In the event of the occurrence of any event of default as defined in subparagraphs (a) or (b) of Section 7.01 hereof, the Trustee may apply to a court having jurisdiction of the cause to appoint a receiver, who may be

the Trustee, to receive and administer the General Receipts and the Bond Pledge Fund, with full power to pay and to provide for payment of Bond service charges, and with such powers, subject to the discretion of the court, as are accorded receivers in general equity cases, excluding any power to pledge additional revenues or receipts or other income or moneys of the University to the payment of such Bond service charges, and excluding the power to take possession of, mortgage or cause the sale or otherwise dispose of any University Facilities or other capital facilities of the University.

The holders of not less than two-thirds in principal amount of the Bonds then outstanding hereunder shall have the right at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting any and all remedial proceedings under this Agreement; provided that such direction shall not be otherwise than in accordance with the provisions of law or of this Agreement, and provided that the Trustee shall be indemnified to its satisfaction; and the Trustee shall be fully protected in acting upon and in accordance with any instrument or instruments in writing as executed by the holders of not less than two-thirds in principal amount of the Bonds at the time outstanding.

No remedy by the terms of this Agreement conferred upon or reserved to the Trustee (or to the holders of the Bonds or coupons) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the holders of the Bonds hereunder or now or hereafter existing.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 7.04. Effect of Abandonment of Any Proceeding or Recovery of**

**Judgment.** In case any proceeding taken by the Trustee on account of any event of default shall have been discontinued or abandoned for any reason, then and in every such case the University, the Trustee and the bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

No recovery of any judgment by the Trustee, and no levy of any execution under any judgment hereunder, shall affect in any manner or to any extent the rights and duties provided for in this Agreement or any part thereof, or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the holders of the Bonds, but such rights, powers and remedies of the Trustee and of the holders of the Bonds shall continue unimpaired as before.

**Section 7.05. Remedial Action in Name of Trustee Without Ownership of**

**Bonds.** All rights of action under this Agreement and under any of the Bonds and coupons may be enforced by the Trustee without possession of any of the Bonds or coupons and without production thereof at any trial or other proceedings relative thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, and any recovery of judgment shall be for the benefit of the holders of the Bonds outstanding hereunder and the coupons thereto appertaining, subject, however, to the provisions of this Agreement, including Section 5.01 hereof.

**Section 7.06. Waivers of Events of Default.**

At any time the Trustee may in its discretion waive any event of default hereunder and its consequences,

and rescind any declaration of maturity of principal, and shall do so upon the written request of the holders of (1) at least a majority in aggregate principal amount of all the Bonds then outstanding in respect of which an event of default in the payment of Bond service charges exists, or (2) at least twenty-five percent in aggregate principal amount of all Bonds then outstanding in case of any other event of default. There shall not be so waived, however, any event of default described in subparagraphs (a) or (b) of Section 7.01 hereof, or any such declaration in connection therewith rescinded, unless at the time of such waiver or rescission payments of the amounts as provided in Section 7.02 hereof for waiver and automatic rescission in connection with acceleration of maturity have been made or provided for. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the University, the Trustee, and the bondholders shall be restored to their positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other event of default, or impair any right consequent thereon.

**Section 7.07. Remedial Action by Bondholders.** No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding for the enforcement of this Trust Agreement or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder unless (a) an event of default has occurred, (b) such holder shall previously have given to the Trustee written notice of such event of default, (c) the holders of at least twenty-five percent in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name

and have also offered to the Trustee indemnity as provided in Section 6.01 hereof, and (d) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case to be, at the option of the Trustee, conditions precedent to the execution of the powers and trusts of the Trust Agreement, and to any action or cause of action for the enforcement of the Trust Agreement, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the benefit of the Trust Agreement by its, his, or their action or to enforce any right hereunder except in the manner herein provided and that proceedings shall be instituted, had and maintained in the manner herein provided and for the benefit of the holders of all Bonds then outstanding. Subject to the foregoing, each bondholder shall have a right of action to enforce the payment of the principal of and interest on any Bond held or owned by him at and after the maturity thereof at the place, from the sources and in the manner in said Bond expressed.

**Section 7.08. Application of Moneys.** All moneys received by the Trustee or a receiver pursuant to any right given or action taken under the provisions of this Article shall, subject to any provisions made pursuant to Section 10 or 11 of the General Bond Resolution or to Sections 3.04 or 4.01 hereof, after payment of the costs and expenses, liabilities and advances incurred or made by the Trustee or receiver, be applied as follows:

(a) Unless the principal of all the Bonds shall have become or have been declared due and payable pursuant to this Article, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and beginning with the earliest such maturity, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege except as to any difference in the respective rates of interest specified in the Bonds; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds previously called for redemption for the payment of which moneys are held pursuant to the provisions of this Agreement), whether at maturity or by call for redemption, in order of their due dates and beginning with the earliest such due date, with interest on such Bonds from the respective dates upon which they became due and if the amount available shall not be sufficient to pay in full all Bonds due on any particular date, together with such interest, then to the payment thereof ratably, according to the amount of principal due on such date, to the person entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable pursuant to this Article, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of

interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified in the Bonds.

(c) If the principal of all the Bonds shall have been declared due and payable pursuant to this Article, and if such declaration shall thereafter have been rescinded and annulled under the provisions of Sections 7.02 or 7.06 hereof, then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied as provided in this Section at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall direct the application of such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates, and for which moneys are available, shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit of any such moneys and of fixing of any such date, and the Trustee shall not be required to direct payment to the holder of any unpaid coupon or any Bond until such coupon or such Bond and all unmatured coupons,



if any, appertaining to such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

The above subsections (a), (b) and (c) of this Section and the next preceding paragraph thereof, shall apply to the application of General Receipts received by any receiver appointed and acting pursuant to Section 7.03 hereof.

The provisions of this Section are in all respects subject to the provisions of Section 5.01 hereof.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section, and all expenses and charges of the Trustee and Paying Agents and all other expenses payable under the Trust Agreement have been paid, any balance remaining in the Bond Service Fund or other special funds or accounts shall be paid to the University.

## ARTICLE VIII

### SUPPLEMENTAL TRUST AGREEMENTS

**Section 8.01. Supplemental Trust Agreements Not Requiring Consent of Bondholders.** The University and the Trustee may without the consent of, or notice to, any of the bondholders enter into agreements supplemental to the Trust Agreement as shall not, in the opinion of the University and the Trustee, be inconsistent with the terms and provisions hereof for any one or more of the following purposes: (i) to cure any ambiguity, inconsistency or formal defect or omission in the Trust Agreement; (ii) to grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the bondholders or the Trustee; (iii) to subject additional revenues or receipts to the lien and pledge of the Trust Agreement; (iv) to add to the covenants

and agreements of the University contained in the Trust Agreement other covenants and agreements thereafter to be observed for the protection of the bondholders, or to surrender or limit any right, power or authority reserved to or conferred upon the University in the Trust Agreement, including the limitation of rights of redemption so that in certain instances Bonds of different series will be redeemed in some prescribed relation to one another; (v) to evidence any succession to the University and the assumption by such successor of the covenants and agreements of the University contained in the Trust Agreement and the Bonds; and (vi) in connection with the issuance of Bonds in accordance with Section 3 of the General Bond Resolution and Section 2.02 of the Agreement.

**Section 8.02. Supplemental Trust Agreements Requiring Consent of Bondholders.**

Exclusive of Supplemental Trust Agreements referred to in Section 8.01 hereof and subject to the terms and provisions and limitations contained in this Section, and not otherwise, the holders of not less than two-thirds in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in the Trust Agreement to the contrary notwithstanding, to consent to and approve the execution by the University and the Trustee of such other agreement or agreements supplemental to the Trust Agreement as shall be deemed necessary and desirable by the University for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Trust Agreement; provided, however, that nothing in this Section or elsewhere in the Trust Agreement shall permit, or be construed as permitting (i) an extension of the maturity of the principal of or the interest on any Bond, or a reduction in the principal amount of any Bond or the rate of interest or redemption premium thereon, or a reduction in the amount or extension of the time of any payment required by any mandatory sinking fund requirements, without the consent of the holder of each Bond so affected, or (ii)

a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Trust Agreement without the consent of the holders of all of the Bonds then outstanding.

Bonds owned or held by or for the account of the University shall not be deemed outstanding for the purpose of consent or other action or any calculation of outstanding Bonds provided for in this Section, and the University shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Section. At the time of any consent or other action taken under this Section, the University shall furnish the Trustee a certificate of an Authorized Officer of the University, upon which the Trustee may rely, describing all Bonds so to be excluded.

If at any time the University shall request the Trustee to enter into any such Supplemental Trust Agreement for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Trust Agreement to be published as shall be requested by the University and in any event at least one time in a newspaper or financial journal of national circulation published in the City and State of New York. If, because of temporary or permanent suspension of publication or circulation of newspapers or financial journals of national circulation published in the City and State of New York, or for any other reason it is impossible or impractical to publish such notice in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice. On or before the date of the first publication of such notice, the Trustee shall also cause a similar notice to be mailed, postage prepaid, to the Original Purchasers of each series of Bonds, to all registered holders of

Bonds then outstanding at their addresses as they appear on the registration books herein provided for, and to all other bondholders whose names and addresses appear on the list of bondholders provided for in Section 6.10 hereof. The Trustee shall not, however, be subject to any liability to any bondholder by reason of its failure to mail, or the failure of such bondholder to receive, the notice required by this Section, and any such failure shall not affect the validity of such Supplemental Trust Agreement when consented to and approved as provided in this Section. Such notice shall briefly set forth the nature of the proposed Supplemental Trust Agreement and shall state that copies thereof are on file at the office of the Trustee for inspection by all bondholders.

If within such period, not exceeding one year, as shall be prescribed by the University, following the first publication of such notice, the Trustee shall receive an instrument or instruments purporting to be executed by the holders of not less than two-thirds in aggregate principal amount of the Bonds then outstanding which instrument or instruments shall refer to the proposed Supplemental Trust Agreement described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustees, thereupon, but not otherwise, the Trustee shall execute such Supplemental Trust Agreement in substantially such form, without liability or responsibility to any holder of any Bond, whether or not such holder shall have consented thereto.

Any such consent shall be binding upon the holder of the Bond giving such consent and, anything in Section 10.01 to the contrary notwithstanding, upon any subsequent holder of such Bond and of any Bond issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof), unless such consent is revoked in writing by the holder of such Bond giving such consent or

by a subsequent holder thereof by filing with the Trustee, prior to the execution by the Trustee of such Supplemental Trust Agreement, such revocation and, if such Bond or Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 10.01. At any time after the holders of the required percentage of Bonds shall have filed their consents to the Supplemental Trust Agreement, the Trustee shall make and file with the University a written statement that the holders of such required percentage of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed.

If the holders of the required percentage in aggregate principal amount of the Bonds outstanding shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to the execution of such Supplemental Trust Agreement, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the University from executing the same or from taking any action pursuant to the provisions thereof.

**Section 8.03. Authorization to Trustee; Effect of Supplement.** The Trustee is authorized to join with the University in the execution of any such Supplemental Trust Agreement provided for in this Article and to make the further agreements and stipulations which may be contained therein. Any Supplemental Trust Agreement executed in accordance with the provisions of this Article shall thereafter form a part of the Trust Agreement; all the terms and conditions contained in any such Supplemental Trust Agreement as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of the Trust Agreement for any and all purposes;

this Agreement shall be and be deemed to be modified and amended in accordance therewith; and the respective rights, duties and obligations under this Agreement of the University, the Trustee, Paying Agents and all holders of Bonds then outstanding shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments. Express reference to such executed Supplemental Trust Agreement may be made in the text of any Bonds issued thereafter, if deemed necessary or desirable by the Trustee or the University. A copy of any Supplemental Trust Agreement provided for in this Article, except such as may be entered into pursuant to clause (vi) of Section 8.01 hereof, shall be mailed by the Trustee to the Original Purchasers of each and every series of Bonds affected thereby.

**Section 8.04. Opinion of Counsel.** The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be counsel for the University, as conclusive evidence that any such proposed Supplemental Trust Agreement complies with the provisions of this Agreement, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such Supplemental Trust Agreement.

**Section 8.05. Modification by Unanimous Consent.** Notwithstanding anything contained elsewhere in this agreement, the rights and obligations of the University and of the holders of the Bonds and coupons, and the terms and provisions of the Bonds and coupons and this Agreement or any Supplemental Trust Agreement, may be modified or altered in any respect with the consent of the University and the consent of the holders of all of the Bonds then outstanding.

## ARTICLE IX

### DEFEASANCE

**Section 9.01. Release of Agreement.** If the University shall pay or cause to be paid, or there shall otherwise be paid, to the holders of the outstanding Bonds and coupons all Bond service charges due or to become due thereon, and provision shall also be made for paying all other sums payable hereunder by the University, then and in that event the Trust Agreement shall cease, determine and become null and void, and the covenants, agreements and other obligations of the University hereunder shall be discharged and satisfied, and thereupon the Trustee shall execute and deliver to the University such instruments to evidence such release and discharge as may be reasonably required by the University, and the Trustee and Paying Agents shall assign and deliver to the University any funds at the time subject to the lien of the Trust Agreement which may then be in their possession except for such funds as are held by the Trustee and Paying Agents for the payment of Bond service charges on the Bonds, which funds shall be held and applied by the Trustee and the Paying Agents for the purposes as provided in this Agreement and which shall be transferred to the University at the time and with the effect as provided in Section 4.01 hereof.

**Section 9.02. Payment of Bond Service Charges.** All Bond service charges due or to become due on outstanding Bonds and coupons shall be deemed to have been paid or caused to be paid within the meaning of Section 9.01 hereof if:

- (a) the Trustee and Paying Agents shall hold, in trust  
for and irrevocably committed thereto, sufficient moneys, or

(b) the Trustee shall hold, in trust for and irrevocably committed thereto, in the Bond Service Account, the Bond Redemption and Purchase Account, or other accounts in the Bond Service Fund, direct obligations of the United States certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (likewise to be held in trust and committed, except as hereinafter provided), be sufficient together with moneys referred to in (a) above,

for the payment, at their maturity or redemption date, of all Bond service charges thereon to the date of maturity or redemption, as the case may be, or if default in such payment shall have occurred on such date then to the date of the tender of such payment; provided, that if any Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or irrevocable provision satisfactory to the Trustee shall have been duly made for the giving of such notice. Any moneys held by the Trustee in accordance with the provisions of this paragraph shall be invested only in direct obligations of the United States the maturities or redemption dates of which, at the option of the holder, shall coincide as nearly as practicable with, but not later than, the time or times at which said moneys will be required for the aforesaid purposes. Any income or interest earned by, or increment to, the investments held under this paragraph shall, to the extent not required for the purposes of this Section, be transferred to the University free of any trust or lien.



In the event that the Trust Agreement is satisfied and discharged in accordance with this Section and Section 9.01 hereof, all Bonds then outstanding and appurtenant coupons shall cease to be entitled to any lien, benefit or security of this Agreement except the right to receive the funds held by the Trustee and the Paying Agents pursuant to this Section or by the University pursuant to Section 4.01 hereof, and such Bonds and coupons shall be deemed not to be outstanding hereunder; and it shall be the duty of the Trustee and Paying Agents and the University to so hold such funds for the benefit of the holders of such Bonds and coupons.

Whenever moneys held to the credit of the Bond Service Fund shall be sufficient for the satisfaction and discharge of the Agreement in accordance with this Article, the Trustee shall, upon request of the University, but subject to any limitations on the use of such funds pursuant to Section 11 of the General Bond Resolution or any other provision of this Agreement, endeavor to purchase for retirement and cancellation Bonds or portions of Bonds, whether or not such Bonds shall then be subject to redemption, on the most advantageous terms obtainable with reasonable diligence, having regard to interest rate and price, such price not to exceed the principal amount thereof and the interest accrued thereon to the date of payment therefor plus the amount of the redemption premium, if any, held with respect to such Bonds or portions of Bonds. No such purchase shall be made by the Trustee within the period of seventy days next preceding any interest payment date.

## ARTICLE X

### MISCELLANEOUS

Section 10.01. Instruments of Bondholders. Any consent, request, direction, approval, objection or other instrument required by the Trust

Agreement to be signed and executed by the bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of the Trust Agreement, and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds and/or coupons transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed on behalf of any trust company or bank, wherever situated, by an officer thereof, stating that at the date thereof the party named therein did exhibit to such officer of such trust company or bank as the property of such party, the Bonds and/or coupons therein mentioned, if such certificate shall be deemed by the Trustee to be satisfactory. In lieu of the foregoing the Trustee may accept other proofs of the foregoing it shall deem appropriate. For all purposes of this Agreement and of the proceedings for the enforcement hereof, such person shall be deemed to continue

to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary. The fact of ownership of Bonds registered as to principal (except to bearer) shall be proved by the registration books maintained by the Bond Registrar.

Nothing contained herein shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matter herein stated which it deems to be sufficient. Any request or consent of the holder of any Bond shall bind every future holder of the same Bond, and any coupons appertaining thereto, in respect to anything done or suffered to be done by the University, the Trustee or any Paying Agent in pursuance of such request or consent.

**Section 10.02. Limitation of Rights.** With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from the Trust Agreement or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the holders of the Bonds and coupons any legal or equitable right, remedy or claim under or in respect to this Agreement or any covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the Bonds and coupons as herein provided.

**Section 10.03. Severability.** In case any section or provision of the Trust Agreement, or in case any covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under the Trust Agreement, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable by reason of any federal law, or actions thereunder, such illegality or invalidity or inoperability

shall not affect the remainder thereof or any other section or provision of the Trust Agreement or any other covenant, stipulation, obligation, agreement, act, or action, or part thereof, made, assumed, entered into, or taken under the Trust Agreement, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained therein, nor shall such illegality or invalidity or inoperability or any application thereof affect any legal and valid and operable application thereof from time to time, and each such section, provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent from time to time permitted by law.

**Section 10.04. Notices.** It shall be sufficient service or giving of any notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail addressed as follows: if to the University, addressed to the President or the Fiscal Officer of the University; if to the Trustee, to the Trustee at its principal office. The University and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 10.05. Payments Due on Holidays.** In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be a Sunday, a holiday or any other day on which the Trustee or any other Paying Agent is authorized or not prohibited by law to close and is closed, then payment of such interest or principal and any redemption premium need not be made by such Paying Agent on such date but may be made on the next succeeding business day on which such Paying Agent

is open for business with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

**Section 10.06. No Right to Levy of Excises or Taxes.** Nothing in the Trust Agreement shall be construed as giving the holders of the Bonds or coupons, or any of them, or the Trustee, the right, and they shall have no right, to have excises or taxes levied by the General Assembly of the State of Ohio for the payment of Bond service charges.

**Section 10.07. Extent of Covenants; No Personal Liability.** All covenants, stipulations, obligations and agreements of the University contained in the Trust Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the University or the Board in his individual capacity, and neither the members of the Board nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 10.08. Binding Effect.** This instrument shall inure to the benefit of and shall be binding upon the University and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in the Trust Agreement.

**Section 10.09. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.10. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent or any provisions or sections of this Agreement.

IN WITNESS WHEREOF, the University has caused this Agreement to be executed by its duly Authorized Officers, and the seal of the University to be hereunto affixed, and The Ohio National Bank of Columbus, as Trustee, in token of its acceptance of the trusts created hereunder, has caused this Agreement to be executed in its name by its duly authorized officers and has caused its corporate seal to be hereunto affixed, all as of the day and year first above written, but actually on the dates of the respective acknowledgements.

THE PRESIDENT AND TRUSTEES  
OF THE OHIO UNIVERSITY

(Seal)

By \_\_\_\_\_  
President of the University

By \_\_\_\_\_  
Vice President and Treasurer  
of the University

THE OHIO NATIONAL BANK OF COLUMBUS,  
Trustee

(Seal)

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF OHIO  
COUNTY OF ATHENS, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1972, before me a Notary Public in and for said County and State personally appeared the President and Vice President and Treasurer, respectively of The President and Trustees of The Ohio University, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said University and the voluntary act and deed of said University.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1972, before me a Notary Public in and for said County and State personally appeared \_\_\_\_\_ and \_\_\_\_\_, respectively, The Ohio National Bank of Columbus, the bank which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said bank, that they did sign said instrument as such officers, respectively, for and on behalf of said bank and by authority granted in its rules and regulations and by its Board of Directors; that the same is their free act and deed as such officers, respectively, and the free act and deed of said The Ohio National Bank of Columbus.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(Seal)

\_\_\_\_\_  
Notary Public

On roll call the following votes were recorded:

Johnson	Yes
Morris	Yes
Phillips	Yes
Casto	Yes
Brown	Yes
Kennedy	Yes
Baxter	Yes

The Chairman declared the motion unanimously adopted.

b. \$24,700,000 General Receipts Bonds, Series 1972, First Supplemental Trust Agreement between The President and Trustees of the Ohio University and The Ohio National Bank of Columbus, Trustee, Dated as of June 1, 1972, Supplementing Trust Agreement dated June 1, 1972, Securing The Ohio University General Receipts Bonds.

A motion was made by Mr. Morris, and seconded by Mr. Kennedy, to adopt the following resolution:

Resolution 1972-18

BE IT RESOLVED by the Board of Trustees of Ohio University that the following Trust Agreement is hereby adopted:



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\$24,700,000 GENERAL RECEIPTS BONDS, SERIES 1972

FIRST SUPPLEMENTAL TRUST AGREEMENT

between

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY

and

THE OHIO NATIONAL BANK OF COLUMBUS

Trustee

Dated

as of

June 1, 1972

---

Supplementing Trust Agreement dated June 1, 1972

Securing

The Ohio University

GENERAL RECEIPTS BONDS

---

FIRST SUPPLEMENTAL TRUST AGREEMENT

Pertaining to

OHIO UNIVERSITY

\$24,700,000 GENERAL RECEIPTS BONDS, SERIES 1972

This First Supplemental Trust Agreement, dated as of the first day of June, 1972 (hereinafter called the "Supplement"), by and between The President and Trustees of The Ohio University and its Board of Trustees (hereinafter collectively called the "University"), a state university of the State of Ohio created and existing under and by virtue of Chapter 3337 of the Ohio Revised Code, and The Ohio National Bank of Columbus, a bank organized and existing under and by virtue of the laws of the United States of America and duly authorized to exercise corporate trust powers in the State of Ohio, with its principal place of business located in Columbus, Ohio (hereinafter, with any successor, called the "Trustee"), as Trustee under the Trust Agreement hereinafter mentioned.

W I T N E S S E T H:

WHEREAS, the University, pursuant to the General Bond Resolution adopted by its Board of Trustees (hereinafter called the "Board") on April 14, 1972, has entered into a Trust Agreement dated as of June 1, 1972 (of which the General Bond Resolution constitutes a part) with the Trustee providing for the issuance from time to time of General Receipts Bonds of the University, with each such issue to be authorized by a Series Resolution adopted by the Board pursuant thereto, which Series Resolution shall authorize a Supplemental Trust Agreement, supplementing such Trust Agreement, pertaining to such issue of Bonds; and

WHEREAS, the Board adopted on April 14, 1972, the Series Resolution, designated and hereinafter referred to as the "Series 1972 Resolution", providing for the herein described Series 1972 Bonds and this Supplement, which Series 1972 Resolution is incorporated herein, constituting an integral part of this Supplement, and provides, in its entirety, as follows:

SERIES 1972 RESOLUTION

Providing for the authorization, issuance and sale of \$24,700,000 General Receipts Bonds, Series 1972, of The President and Trustees of The Ohio University, dated as of June 1, 1972

WHEREAS, The President and Trustees of The Ohio University (herein called the "University"), a state university of the State of Ohio created and existing under Chapter 3337 of the Ohio Revised Code, by resolution adopted by its Board of Trustees (herein called the "Board") April 14, 1972 (herein called the "General Bond Resolution") and by a Trust Agreement dated as of June 1, 1972 (herein called the "Trust Agreement"), comprised in part of the General Bond Resolution, has provided for the issuance from time to time of General Receipts Bonds of the University, with each such issue to be authorized by a Series Resolution adopted by the Board pursuant thereto; and

WHEREAS, the General Bond Resolution was adopted and the Trust Agreement was authorized by the Board pursuant to Sections 3345.11 and 3345.12 of the Ohio Revised Code, enacted by the General Assembly of Ohio under authority of the Constitution of Ohio, particularly Section 2i of Article VIII thereof, which authorizes the University to issue its Bonds to pay costs of certain capital facilities, defined as "auxiliary facilities" in Section 3345.12 of the Ohio Revised Code and called "University Facilities" in the General Bond Resolution and in this Series Resolution, and to refund, fund or retire such Bonds or other obligations previously issued for such purpose; and

WHEREAS, the University has previously determined, and does hereby confirm, that it has been necessary to construct, equip and furnish certain University Facilities, herein collectively called the "Series 1972 University Facilities Projects" or "Projects", and being fifteen new student dormitories and a dining hall in the South Green Dormitory Development housing 1734 students, thirteen married student apartment buildings housing 193 families and a utility building in the East Mill Street area, and appurtenant laundry and commissary facilities, being on lands owned by the University or the State of Ohio for the benefit of the University on or in proximity to the University Campus, the costs of which are \$24,700,000; and

WHEREAS, bond anticipation notes designated Ohio University Housing and Dining Revenue Notes of 1967, Series I and J, dated September 15, 1971, presently outstanding in the aggregate amount of \$24,800,000, have been issued to pay the costs of the aforesaid Projects; and

WHEREAS, the aforesaid Projects are substantially complete and it is necessary to issue Bonds to retire the above notes; and

WHEREAS, pursuant to the foregoing, the University has determined to issue, as the first issue of Bonds under the Trust Agreement, \$24,700,000 principal amount of General Receipts Bonds, to be designated General Receipts Bonds, Series 1972, to pay the costs of the Series 1972 University Facilities Projects and to retire the aforesaid notes, and desires to provide therefor by this Resolution of its Board;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY, as follows:

Section 1. Definitions and Interpretations. All words and terms defined in Section 1 of the General Bond Resolution and all interpretations

therein provided shall have the same meanings, respectively, and be subject to the same interpretations as therein provided where used in this Resolution, unless the context or use clearly indicates another or different meaning or intent, except that this Resolution, together with the Certificate of Award provided for in Section 5 hereof, is sometimes herein called and may be known as the "Series 1972 Resolution", the Bonds authorized by this Resolution are referred to herein and in the First Supplemental Trust Agreement hereby authorized as the "Series 1972 Bonds", and the terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, mean this Resolution. As used in this Resolution the terms "Series 1972 University Facilities Projects" and "Projects" shall have the respective meanings provided for them in the preambles hereto; and "Outstanding Notes" shall mean, collectively, the notes designated Housing and Dining Revenue Notes of 1967, Series I and J, referred to in the preambles hereto.

Section 2. Authority. This Resolution is adopted pursuant to the General Bond Resolution, the Trust Agreement, and the Act.

Section 3. Authorization, Designation and Purpose of Series 1972 Bonds. It is hereby declared to be necessary to, and the University shall, issue, sell and deliver, as provided and authorized herein, \$24,700,000 principal amount of General Receipts Bonds of the University, which shall be designated "General Receipts Bonds, Series 1972", for the purpose of paying part of the costs of the University Facilities that comprise the Series 1972 University Facilities Projects and to retire obligations previously issued for such purpose. For such purpose, the proceeds from the sale of the Series 1972 Bonds shall be allocated and deposited as provided in Section 6 hereof.

Section 4. Terms and Provisions Applicable to the Series 1972 Bonds.

(a) Form and Numbering. The Series 1972 Bonds shall be issued initially in the form of coupon Bonds registrable as to principal only or of fully registered Bonds as requested by the Original Purchaser thereof, shall be exchangeable for Series 1972 Bonds in coupon form or fully registered form as provided in the Trust Agreement, and shall be numbered as determined by the Fiscal Officer.

(b) Denomination and Dates. The Series 1972 Bonds in coupon form shall be in the denomination of \$5,000 each, and shall be dated as of June 1, 1972. The Series 1972 Bonds in fully registered form shall be in the denomination of \$5,000 and any multiple thereof authorized by the Trust Agreement, and shall be dated as of the date of Series 1972 Bonds in coupon form if authenticated prior to the first interest payment date, and otherwise shall be dated as of the last interest payment date preceding the date of their authentication except that if authenticated on an interest payment date they shall be dated as of such date of authentication; provided that if at the time of authentication, interest thereon is in default, they shall be dated as of the date to which interest has been paid. Each Series 1972 Bond shall have only one principal maturity date, except for interim certificates or receipts which may be issued pending preparation of definite Bonds.

(c) Interest. The Series 1972 Bonds shall bear interest from their respective dates payable semiannually on June 1 and December 1, beginning December 1, 1972, at the respective rates per annum set forth in the Certificate of Award provided for in Section 5 hereof.

(d) Maturities. The Series 1972 Bonds shall mature on December 1 in the years and in the principal amount set opposite the year as follows:

<u>Maturity Date</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Maturity Date</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>
1974	\$ 175,000	1993	\$ 540,000
1975	180,000	1994	575,000
1976	190,000	1995	610,000
1977	200,000	1996	650,000
1978	215,000	1997	690,000
1979	230,000	1998	735,000
1980	245,000	1999	780,000
1981	260,000	2000	830,000
1982	275,000	2001	880,000
1983	295,000	2002	940,000
1984	315,000	2003	1,000,000
1985	335,000	2004	1,060,000
1986	355,000	2005	1,125,000
1987	375,000	2006	1,195,000
1988	400,000	2007	1,265,000
1989	425,000	2008	1,345,000
1990	450,000	2009	1,430,000
1991	480,000	2010	1,520,000
1992	510,000	2011	1,620,000

(e) Redemption Terms and Prices. The Series 1972 Bonds maturing on or before December 1, 1983, are not subject to redemption. Series 1972 Bonds maturing on or after December 1, 2009, are subject to call for redemption prior to maturity at the option of the Board in whole or in part and in inverse numerical order on any interest payment date at par and accrued interest to the date of redemption. Series 1972 Bonds maturing after December 1, 1983, are subject to call for redemption prior to maturity in whole or in part and in inverse numerical order at the option of the Board of Trustees on June 1, 1984, or on any interest payment date thereafter at par and accrued interest to the date of redemption plus redemption premiums as follows:

3% if redeemed June 1, 1984 through December 1, 1988, inclusive,

2 1/2% if redeemed June 1, 1989 through December 1, 1993, inclusive,

2% if redeemed June 1, 1994 through December 1, 1998, inclusive,

1 1/2% if redeemed June 1, 1999 through December 1, 2003, inclusive,

1% if redeemed June 1, 2004 through December 1, 2008.

Series 1972 Bonds maturing December 1, 2008 are entitled to priority of redemption over all other redeemable Series 1972 Bonds.

Notice of call for redemption of Series 1972 Bonds shall be given in the manner provided in the Trust Agreement.

(f) Place of Payment and Paying Agents. The principal, interest and redemption premium on the Series 1972 Bonds in coupon form, other than principal of or any redemption premium on coupon bonds registered as to principal, shall be payable at the office of the Trustee, or, at the option of the holder, at the office of the alternate Paying Agent designated pursuant to Section 5 hereof. The principal of and any redemption premium on registered Series 1972 Bonds shall be payable at the office of the Trustee and the interest on fully registered Series 1972 Bonds shall be payable by check or draft, as provided in the Trust Agreement.

(g) Execution. The Series 1972 Bonds and the coupons pertaining thereto shall be executed in the manner provided in the General Bond Resolution.

#### Section 5. Sale of Series 1972 Bonds.

(a) General. The Series 1972 Bonds shall be offered for sale, by advertisement, to the highest bidder based on the lowest interest cost determined as hereafter described, at such time, in such manner and on such terms as determined by the Fiscal Officer of the University, and may be awarded by said Fiscal Officer as provided in this section.

(b) Notice of Sale and Official Statement. Notice of Sale of the Series 1972 Bonds, over the name of the Fiscal Officer on behalf of the University, shall be given in such manner determined by the Fiscal Officer, provided that



such notice shall be published at least once, not less than ten calendar days before the date for receipt of bids, in The Daily Bond Buyer. Such Notice of Sale shall set forth the terms pertaining to the bids and other terms and conditions of the sale of the Series 1972 Bonds as the Fiscal Officer shall determine, provided that the purchase price therefor shall not be less than par plus accrued interest and the highest single interest rate that may be bid may not exceed 8% or such lower rate as may be prescribed in the Notice of Sale. The Fiscal Officer may also cause to be prepared and printed and shall sign an official statement of the University setting forth appropriate information pertaining to the University and to the Series 1972 Bonds, in sufficient number for distribution to prospective bidders.

(c) Award. Unless all bids are rejected, the Fiscal Officer, acting on behalf of the University, shall award the Series 1972 Bonds to the highest bidder therefor based on the lowest interest cost to absolute maturity, such lowest interest cost to be determined by taking the aggregate amount of interest to the several maturity dates of the Series 1972 Bonds at the rate or rates specified and, if a premium is offered, by deducting therefrom the amount of such premium. The cost of printing the Series 1972 Bonds, and the costs of the alternate Paying Agent designated therefor, shall not be considered in determining the lowest interest cost. Such award shall be made by a certificate of the Fiscal Officer, herein called the "Certificate of Award", which shall identify the successful bidder (called "Original Purchaser" in this Resolution and the Trust Agreement), the interest rate or rates, and such other data or provisions as the Fiscal Officer determines consistent with this Resolution and the Trust Agreement. The Certificate of Award shall be incorporated in and form a part of the Supplemental Trust Agreement authorized by Section 10 hereof.

(d) Selection of Alternate Paying Agent. The Original Purchaser of the 1972 Bonds may designate a Paying Agent for the Series 1972 Bonds, to be a Paying Agent in addition to the Trustee, subject to approval by the Fiscal Officer. Such Paying Agent shall be a bank or trust company organized and existing under the laws of the United States or the State of Illinois or the State of New York, with its principal corporate trust office in the City of Chicago and State of Illinois or in the Borough of Manhattan and City and State of New York, having, at the time of the appointment, a combined capital and surplus of at least \$50,000,000. The said Original Purchaser shall exercise its option to designate an alternate Paying Agent in accordance with this section in a writing, accompanied by accurate schedules of fees proposed to be charged by such Paying Agent for its services, filed with the Fiscal Officer within two business days after award of the Series 1972 Bonds. If the Fiscal Officer, in his discretion, disapproves any such selection he shall immediately notify the Original Purchaser and the latter shall have two business days thereafter to make a substitute designation in a writing, accompanied by the aforesaid accurate schedules of fees, filed with the Fiscal Officer. If the said Original Purchaser does not file such designation within the time required, or if any such second designation is unacceptable to the Fiscal Officer, the Fiscal Officer shall designate such alternate Paying Agent as is required hereby, and for such purpose may, in his discretion, consult with the said Original Purchaser. The Paying Agent so approved or designated by the Fiscal Officer shall be identified in a certificate signed by him which shall be incorporated in and form a part of the Supplemental Trust Agreement authorized by Section 10 hereof, unless the identification of such Paying Agent shall have been made in the Certificate of Award provided for in paragraph (c) above.

Section 6. Allocation of Proceeds of Series 1972 Bonds. All of the proceeds from the sale of the Series 1972 Bonds shall be received and receipted by the Fiscal Officer, and shall be allocated, deposited and credited as follows:

(a) To the Bond Service Account in the General Receipts Bond Service Fund, the portion of such proceeds representing accrued interest and premium, if any;

(b) To the 1972 University Facilities Projects Construction Fund (hereinafter called the "1972 Construction Fund") hereby established, the balance of the proceeds from the sale of the Series 1972 Bonds; provided, however, appropriate portions of the proceeds may, instead of such deposit to the 1972 Construction Fund, be paid at the option of the University directly to the obligees of the University, or to the University for prompt payment to such obligees, in the amounts necessary to retire the Outstanding Notes.

Any unexpended proceeds from the Outstanding Notes shall be deposited to the credit of the 1972 Construction Fund, and applied to the purpose for which issued, except to the extent applied to retire the Outstanding Notes and to pay interest thereon.

The 1972 Construction Fund hereby established shall be held by the University in a separate deposit account or accounts (except when invested as hereinafter provided) set up in a bank or banks that are members of the Federal Deposit Insurance Corporation, and used to pay costs of the Series 1972 University Facilities Projects that constitute "costs of University Facilities" as defined in the General Bond Resolution (herein called "Series 1972 Projects Costs") and to retire the Outstanding Notes.

The Fiscal Officer shall apply the 1972 Construction Fund pursuant to the provisions of this Section 6 to the paying of the Series 1972 Projects Costs. Any payment to be made with respect to an obligation under a construction contract relating to the Projects shall be made only upon certification by a qualified architect or engineer that such payment is due under such contract. The moneys to the credit of the 1972 Construction Fund shall, pending application thereof as above set forth, be subject to a lien and charge in favor of the holders of the Series 1972 Bonds, and the University covenants that it will not cause or permit to be paid from said Fund any funds except in compliance with the provisions of this Resolution and the Trust Agreement.

Moneys on deposit in the 1972 Construction Fund may be invested by or at the direction of the Fiscal Officer in eligible investments, as defined in the General Bond Resolution, maturing or redeemable at the option of the holder prior to the time needed for the purposes hereof. Such investments and the proceeds of sale thereof shall constitute part of the 1972 Construction Fund, and earnings from any such investments shall be deposited in said Fund. The said investments may be sold, exchanged or collected from time to time by or at the direction of the Fiscal Officer.

Any balance remaining in the 1972 Construction Fund after payment of costs described in this section shall be promptly transferred to the Bond Service Reserve Account in the Bond Service Fund.

Section 7. Additional Covenant. The Projects have been completed and the University hereby finds and determines that encumbrances for and expenditures representing Series 1972 Projects Costs have been made, and that all of the proceeds from the sale of the Series 1972 Bonds will be needed to retire the Outstanding Notes, and hereby directs the appropriate officers to

apply such proceeds thereto at the earliest practicable date. The University covenants that in no event shall the proceeds of the Series 1972 Bonds be invested or used in such manner that any of said bonds would be "arbitrage bonds" for purposes of Section 103(d)(1) of the Internal Revenue Code of 1954, as amended.

Section 8. Funding of Required Reserve. In accordance with and consistent with clause (2)(i) of Section 7(b) of the General Bond Resolution, the portion of the Required Reserve necessitated by reason of the Series 1972 Bonds, including the interest rates as set forth in the Certificate of Award, shall be funded as provided in this Section 8. At least five business days before each June 1 and December 1, commencing December 1, 1972, the University shall pay over to the Trustee from the Bond Pledge Fund and, if necessary, from any other General Receipts of the University, to the credit of the Bond Service Reserve Account, at least one-tenth of such portion of the Required Reserve. Such payments to the Trustee shall, subject to clause (2)(iii) of Section 7 (b) of the General Bond Resolution, continue at the times and in the amounts aforesaid until the aforesaid portion of the Required Reserve is fully funded.

Section 9. First Supplemental Trust Agreement. The President of the Board, the President of the University, the Secretary of the Board, and the Fiscal Officer, or any one or more of them, are authorized and directed to execute, acknowledge and deliver to the Trustee, in the name of and on behalf of the University, a First Supplemental Trust Agreement pursuant to the Trust Agreement and in connection with the issuance of the Series 1972 Bonds, in substantially the form submitted to this Board with such changes therein not substantially adverse to the University as may be permitted by the Act and

the Trust Agreement and approved by the officer or officers executing the same on behalf of the University. The approval of such changes, and that such changes are not substantially adverse to the University, shall be conclusively evidenced by the execution of the First Supplemental Trust Agreement by such officer or officers.

Adopted: April 14, 1972

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY

GENERAL RECEIPTS BONDS, SERIES 1972

Dated June 1, 1972

CERTIFICATE OF AWARD

The undersigned, Fiscal Officer of The President and Trustees of the Ohio University, as authorized by the resolution duly adopted by the Board of Trustees of said University on April 14, 1972 (the "Series 1972 Resolution") providing for the issuance, sale and award of \$24,700,000 General Receipts Bonds, Series 1972 (the "Bonds"), has caused the Bonds to be advertised for sale in a manner and upon terms and conditions not inconsistent with the Series 1972 Resolution, has received bids therefor on this date until o'clock noon E.S.T., in Ohio (fast time) and did thereupon open and publicly read said bids, and does hereby, on behalf of said University, award the Bonds to the "Original Purchaser" below identified, whose bid for the Bonds at the price and interest rates below stated is hereby determined, in accordance with the Series 1972 Resolution, to be the highest bid based on the lowest interest cost to absolute maturity of the Bonds, and which bid is hereby accepted.

Original Purchaser:

Interest Rates:

<u>Principal</u> <u>Amount</u>	<u>Stated</u> <u>Maturity</u>	<u>Interest</u> <u>Rate</u>	<u>Principal</u> <u>Amount</u>	<u>Stated</u> <u>Maturity</u>	<u>Interest</u> <u>Rate</u>
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Dated:

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John F. Milar  
Vice President and Treasurer  
The President and Trustees of the  
Ohio University

DESIGNATION OF ALTERNATE PAYING AGENT FOR SERIES 1972 BONDS

Dated:

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John F. Milar  
Vice President and Treasurer  
The President and Trustees of the  
Ohio University

WHEREAS, the texts of the Series 1972 Bonds, the coupons to be attached thereto, the form of assignment of fully registered Bonds, the certificate of authentication of the Trustee to be endorsed thereon and other provisions to be included therein are to/substantially in the following forms with appropriate omissions, insertions and variations as in the Agreement provided or permitted:

Coupon Bond Form

United States of America

State of Ohio

The President and Trustees of the Ohio University

General Receipts Bond, Series 1972

No.

\$5,000

The President and Trustees of the Ohio University and its Board of Trustees (hereinafter collectively called the "University"), a state university of the State of Ohio created and existing pursuant to Chapter 3337 of the Ohio Revised Code, for value received, promises to pay to bearer, or, if this Bond be registered, to the registered holder hereof, from the sources and in the manner hereinafter referred to, the principal sum of

FIVE THOUSAND DOLLARS (\$5,000)

on December 1, , and to pay from said sources interest thereon from the date hereof at the rate of percentum ( %) per annum semi-annually on June 1 and December 1 of each year, commencing December 1, 1972, as evidenced by the coupons hereto attached, until payment of such principal sum has been made or duly provided for. Principal and interest are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent, at the principal corporate trust office of the



Trustee, presently The Ohio National Bank of Columbus, Ohio, or, at the option of the holder, at the principal corporate trust office of

(such agents for payment including the Trustee being herein called the "Paying Agents"), upon presentation and surrender of this Bond and the coupons attached hereto as they respectively mature, provided that if this Bond is registered as to principal other than to bearer then the principal hereof is payable only at said office of the Trustee.

This Bond is one of the General Receipts Bonds (hereinafter collectively called the "Bonds") authorized and from time to time to be authorized in various series under and pursuant to Section 2i of Article VIII, Ohio Constitution, Sections 3345.11 and 3345.12 of the Ohio Revised Code, the General Bond Resolution (hereinafter called the "General Bond Resolution") adopted by the Board of Trustees of the University (hereinafter called the "Board") on April 14, 1972, a Series Resolution authorizing each issue, and the Agreement described below, for the purpose of paying costs of University Facilities (as defined in the General Bond Resolution) and to refund, fund or retire obligations issued for such purpose. As provided in and subject to said Agreement, the Bonds may be issued from time to time in one or more series, in various principal amounts, with different maturities and interest rates, and may otherwise vary. The aggregate principal amount of Bonds which may be issued is not limited except as provided in the Agreement or as may hereafter be provided by law, and all Bonds will be equally and ratably secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Agreement.

The Bonds are all to be issued under the Trust Agreement (of which the General Bond Resolution is a part) dated as of June 1, 1972, between the University and the above-named Trustee, as the same has been or may be supplemented or amended in accordance with its terms. Such Trust Agreement and

amendments thereto and any applicable Supplemental Trust Agreement, including the Series Resolution constituting part thereof, are herein referred to collectively as the "Agreement". The term "Trustee" as used herein refers to said Trustee or any successor Trustee appointed pursuant to the Agreement. Reference is made to the Agreement for a more complete description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the University, the Trustee and the holders of the Bonds and coupons, and the terms and conditions upon which the Bonds are issued and secured, to all of the provisions of which Agreement each holder, by the acceptance hereof, assents.

This Bond is one of a series of the Bonds, designated General Receipts Bonds, Series 1972 (hereinafter called the "Series 1972 Bonds"), in the aggregate principal amount of \$24,700,000, authorized by and issued pursuant to the Series 1972 Resolution adopted by the Board on April 14, 1972, (hereinafter called the "Series 1972 Resolution") and the Agreement, including the First Supplemental Trust Agreement thereto dated as of June 1, 1972, of which the Series 1972 Resolution is a part, for the purpose of paying costs of certain University Facilities, consisting of fifteen new student dormitories and a dining hall in the South Green Dormitory Development housing 1734 students, thirteen married student apartment buildings housing 193 families and a utility building in the East Mill Street Area, and appurtenant laundry and commissary facilities, being on lands owned by the University or the State of Ohio for the benefit of the University on or in proximity to the University Campus and of retiring notes previously issued for such purpose.

The Series 1972 Bonds are issuable as coupon bonds, registrable as to

principal, in the denomination of \$5,000, and as fully registered bonds in denominations of \$5,000 and any authorized multiple thereof. Coupon Bonds and fully registered Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee, in the manner and subject to the limitations provided in the Agreement.

This Bond and appurtenant coupons are negotiable instruments but this Bond may be registered as to principal in accordance with the provisions endorsed hereon and the terms and conditions provided in the Agreement.

The University hereby reserves the right to call and redeem the Series 1972 Bonds maturing after December 1, 2008 as a whole, or in part in inverse numerical order on any interest payment date at par and accrued interest to the redemption date, and to call and redeem the Series 1972 Bonds maturing after December 1, 1983, as a whole, or in part in inverse numerical order on or after June 1, 1984 at par and accrued interest to the redemption date, plus redemption premiums of 3% if redeemed June 1, 1984 through December 1, 1988, inclusive; 2-1/2% if redeemed June 1, 1989 through December 1, 1993, inclusive; 2% if redeemed June 1, 1994 through December 1, 1998, inclusive; 1-1/2% if redeemed June 1, 1999 through December 1, 2003, inclusive; and 1% if redeemed June 1, 2004 through December 1, 2008.

Such right of redemption shall be exercised by notice, specifying the Bonds or portions of fully registered Bonds to be called, the date fixed for redemption and the places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Agreement therefor, shall be published at least twice in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than thirty days prior to the redemption date. If Bonds

or portions of fully registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption thereof, together with interest thereof to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such date such Bonds or portions of fully registered Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequently shall be void, and said Bonds, portions of fully registered Bonds, and coupons shall not be deemed to be outstanding under the Agreement.

Principal, interest, and any call premium on the Bonds (hereinafter collectively called the "Bond service charges") are payable solely from, and such payment is secured by a first pledge of and lien on, the gross amount of the General Receipts of the University and the Bond Pledge Fund and the Bond Service Fund, all as defined, and to the extent and in the manner provided, in the Agreement; provided, however that nothing herein or in the Agreement shall be deemed to prohibit the University, of its own volition, from using to the extent lawfully authorized to do so any other resources for such payment. Such General Receipts are more particularly defined in the General Bond Resolution as all moneys received by the University including, among other receipts, all gross fees, deposits, charges, receipts and income from all or any part of the students of the University, whether designated as tuition, instructional fees, tuition surcharges, general fees, activity fees, or other special purpose fees, or otherwise designated, and all gross income, revenues and receipts from University Facilities; and as excluding certain receipts as provided in the General Bond Resolution, among which are moneys raised by taxation and state appropriations until and unless the pledge thereof to the payment of Bond service charges is authorized by law and provided for by Supplemental Trust Agreement approved by

the Board, and specified receipts pledged to secure other bonds of the University. The Bond Pledge Fund is a special trust fund held in the custody of the University into which the University shall pay at specified times in each fiscal year, as provided in the General Bond Resolution, from its collections of General Receipts moneys sufficient in time and amount to meet all payments required to be made in such fiscal year to the Bond Service Fund. The Bond Service Fund, comprised in part of the Bond Service Account and the Bond Service Reserve Account, is held in the custody of the Trustee, and is pledged to the payment of Bond service charges on all Bonds as provided in the Agreement. As required by the Agreement, the University shall make payments to the Bond Service Fund from the Bond Pledge Fund and, if necessary, from other General Receipts, of amounts sufficient to pay Bond service charges as they come due and to establish and maintain the Required Reserve in the Bond Service Reserve Account. The holders or owners of the Bonds or appertaining interest coupons shall have no right to have excises or taxes levied by the General Assembly of Ohio for the payment of Bond service charges.

Except as provided in the Agreement, the holders or registered holders of the Bonds are not entitled to enforce the provisions of the Agreement or to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Agreement or to take any action with respect to any event of default under the Agreement.

In addition to the provisions contained in the Agreement authorizing the University and the Trustee, without the consent of or notice to any bondholder, to enter into Supplemental Trust Agreements not inconsistent with the Agreement and for certain purposes specified therein, the Agreement contains provisions authorizing such parties, with the consent of the holders of not less than 66-2/3%

in aggregate principal amount of the Bonds at the time outstanding, exclusive of any Bonds then held or owned by the University, to enter into Supplemental Trust Agreements for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms and provisions of the Agreement; provided, however, that no such Supplemental Trust Agreement shall extend the maturity of the principal of or the interest on any Bond or reduce the principal amount of any Bond or the rate of interest or redemption premium thereon without the consent of the holder of each Bond so affected, or reduce the aggregate principal amount of the Bonds required for consent to such Supplemental Trust Agreement without the consent of the holders of all Bonds then outstanding.

If an event of default in payment of Bond service charges or other default shall occur, as defined in the Agreement, the principal of Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Agreement, but subject to waiver of such event of default or rescission of such declaration as provided in the Agreement.

This Bond shall not constitute the personal obligation, either jointly or severally, of the members or officers of the Board or the officers of the University.

Neither this Bond nor any of the appertaining coupons shall be entitled to any security or benefit under the Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

It is hereby certified and recited that all acts, conditions and things necessary to be done by the University precedent to and in the issuing of the Series 1972 Bonds in order to make them legal, valid and binding obligations of the University in accordance with their terms have been done and performed and

have happened in regular and due form as required by law; that payment in full for the Series 1972 Bonds has been received; and that the Series 1972 Bonds do not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, The President and Trustees of the Ohio University and its Board of Trustees has caused this Bond to be executed by the facsimile signature of the \_\_\_\_\_ of the University, and by the [facsimile] signature of the \_\_\_\_\_ of the University, and the facsimile seal of the University to be imprinted hereon, and the interest coupons attached hereto to be executed by the facsimile signature of the \_\_\_\_\_ of the University, all as of June 1, 1972.

THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY  
and  
THE BOARD OF TRUSTEES OF THE PRESIDENT AND TRUSTEES  
OF THE OHIO UNIVERSITY

By: \_\_\_\_\_

And by: \_\_\_\_\_

#### PROVISIONS FOR REGISTRATION

This Bond may be registered as to principal alone on the registration books of the University kept by the Trustee as Bond Registrar, upon presentation hereof to the Trustee which shall make notation of such registration in the registration blank below, and this Bond may thereafter be transferred only upon an assignment duly executed by the registered holder or his attorney in such form as shall be satisfactory to the Bond Registrar, such transfer to be made

on such books and endorsed hereon. Such transfer may be to bearer, and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. The principal of this Bond, if registered, unless registered to bearer, shall be payable only to or on the order of the registered holder or his attorney. Notwithstanding the registration of this Bond as to principal alone as aforesaid, the coupons will remain payable to bearer and shall continue to be transferable by delivery.

Date of Registration	Name of Registered Holder	Signature of Authorized Officer of Bond Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### FORM OF INTEREST COUPONS

No.

§

[Unless the Bond described below shall have been duly called for previous redemption and payment of the redemption price duly made or provided for,]\* on June/December 1, \_\_\_\_\_, The President and Trustees of the Ohio University and its Board of Trustees will pay to bearer, from the sources and in the manner provided in the Trust Agreement referred to in the Bond described below, on presentation and surrender of this coupon at the principal corporate trust office of the Trustee, presently The Ohio National Bank of Columbus, Columbus, Ohio, or of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,



\_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) being interest then due on its  
General Receipts Bond Series 1972, dated June 1, 1972, No.

\_\_\_\_\_  
[facsimile signature]

\*Bracketed clause appears on coupons maturing  
after the first call date shown on the Bond face.

Single Maturity Fully Registered Bond Form

United States of America

State of Ohio

The President and Trustees of the Ohio University

General Receipts Bond, Series 1972

No.

\$

The President and Trustees of the Ohio University and its Board of Trustees (hereinafter collectively called the "University"), a state university of the State of Ohio created and existing pursuant to Chapter 3337 of the Ohio Revised Code, for value received, promises to pay to \_\_\_\_\_, or registered assigns, from the sources and in the manner hereinafter referred to, the principal sum of

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

on December 1, \_\_\_\_\_ and to pay from said sources interest thereon from the date hereof at the rate of \_\_\_\_\_ per centum ( \_\_\_\_\_ % ) per annum semiannually on June 1 and December 1 of each year until payment of such principal sum has been made or duly provided for. Principal and interest are payable in lawful money of the United States of America, without deduction for the services of the Paying Agent. Principal is payable upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee, presently The Ohio National Bank of Columbus, Columbus, Ohio. Interest on this Bond will be paid by check or draft mailed to the registered holder hereof at his address as it appears on the registration books of the University.

This Bond is one of the General Receipts Bonds (hereinafter collectively called the "Bonds") authorized and from time to time to be authorized in various series under and pursuant to Section 2i of Article VIII, Ohio Constitution,

Sections 3345.11 and 3345.12 of the Ohio Revised Code, the General Bond Resolution (hereinafter called the "General Bond Resolution") adopted by the Board of Trustees of the University (hereinafter called the "Board") on April 14, 1972, a Series Resolution authorizing each issue, and the Agreement described below, for the purpose of paying costs of University Facilities (as defined in the General Bond Resolution) and to refund, fund or retire obligations issued for such purpose. As provided in and subject to said Agreement, the Bonds may be issued from time to time in one or more series, in various principal amounts, with different maturities and interest rates, and may otherwise vary. The aggregate principal amount of Bonds which may be issued is not limited except as provided in the Agreement or as may hereafter be provided by law, and all Bonds will be equally and ratably secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Agreement.

The Bonds are all to be issued under the Trust Agreement (of which the General Bond Resolution is a part) dated as of June 1, 1972, between the University and the above-named Trustee, as the same has been or may be supplemented or amended in accordance with its terms. Such Trust Agreement and amendments thereto and any applicable Supplemental Trust Agreement, including the Series Resolution constituting part thereof, are herein referred to collectively as the "Agreement". The term "Trustee" as used herein refers to said Trustee or any successor Trustee appointed pursuant to the Agreement. Reference is made to the Agreement for a more complete description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the University, the Trustee and the holders of the Bonds and coupons, and the terms and conditions upon which the Bonds are issued and secured, to all of the provisions of which Agreement each holder, by the acceptance hereof, assents.

This Bond is one of a series of the Bonds, designated General Receipts Bonds, Series 1972 (hereinafter called the "Series 1972 Bonds"), in the aggregate principal amount of \$24,700,000, authorized by and issued pursuant to the Series 1972 Resolution adopted by the Board on April 14, 1972 (hereinafter called the "Series 1972 Resolution"), and the Agreement, including the First Supplemental Trust Agreement thereto dated as of June 1, 1972, of which the Series 1972 Resolution is a part, for the purpose of paying costs of certain University Facilities, consisting of fifteen new student dormitories and a dining hall in the South Green Dormitory Development housing 1734 students, thirteen married student apartment buildings housing 193 families and a utility building in the East Mill Street area, and appurtenant laundry and commissary facilities, being on lands owned by the University or the State of Ohio, for the benefit of the University on or in proximity to the University Campus, and of retiring notes previously issued for such purpose.

The Series 1972 Bonds are issuable as coupon bonds, registrable as to principal, in the denomination of \$5,000, and as fully registered bonds in denominations of \$5,000 and any authorized multiple thereof. Coupon Bonds and fully registered Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee, in the manner and subject to the limitations provided in the Agreement.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee as Bond Registrar, upon presentation hereof to the Trustee, all subject to the terms and conditions provided in the Agreement.

Such right of redemption shall be exercised by notice, specifying the Bonds or portions of fully registered Bonds to be called, the date fixed for

redemption and the places where the amounts due upon such redemption are payable, which notice, subject to the provisions of the Agreement therefor, shall be published at least twice in a newspaper or financial journal of national circulation published in the City and State of New York, the first such publication to be not less than thirty days prior to the redemption date. If Bonds or portions of fully registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption thereof, together with interest thereon to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such date such Bonds or portions of fully registered Bonds shall cease to bear interest and any coupons for interest thereon maturing subsequently shall be void, and said Bonds, portions of fully registered Bonds, and coupons shall not be deemed to be outstanding under the Agreement.

Principal, interest, and any call premium on the Bonds (hereinafter collectively called the "Bond service charges") are payable solely from, and such payment is secured by a first pledge of and lien on, the gross amount of the General Receipts of the University and the Bond Pledge Fund and the Bond Service Fund, all as defined, and to the extent and in the manner provided, in the Agreement; provided, however, that nothing herein or in the Agreement shall be deemed to prohibit the University, of its own volition, from using to the extent lawfully authorized to do so any other resources for such payment. Such General Receipts are more particularly defined in the General Bond Resolution as all moneys received by the University including, among other receipts, all gross fees, deposits, charges, receipts and income from all or any part of the students of the University, whether designated as tuition, instructional fees, tuition surcharges, general fees, activity fees, or other special purpose fees, or otherwise designated, and all gross income, revenues and receipts from

University Facilities; and as excluding certain receipts as provided and defined in the General Bond Resolution, among which are moneys raised by taxation and state appropriations until and unless the pledge thereof to the payment of Bond service charges is authorized by law and provided for by Supplemental Trust Agreement approved by the Board, and specified receipts pledged to secure other bonds of the University. The Bond Pledge Fund is a special trust fund held in the custody of the University into which the University shall pay at specified times in each fiscal year, as provided in the General Bond Resolution, from its collections of General Receipts moneys sufficient in time and amount to meet all payments required to be made in such fiscal year to the Bond Service Fund. The Bond Service Fund, comprised in part of the Bond Service Account and the Bond Service Reserve Account, is held in the custody of the Trustee, and is pledged to the payment of Bond service charges on all Bonds as provided in the Agreement. As required by the Agreement, the University shall make payments to the Bond Service Fund from the Bond Pledge Fund and, if necessary, from other General Receipts, of amounts sufficient to pay Bond service charges as they come due and to establish and maintain the Required Reserve in the Bond Service Reserve Account. The holders or owners of the Bonds or appertaining interest coupons shall have no right to have excises or taxes levied by the General Assembly of Ohio for the payment of Bond service charges.

Except as provided in the Agreement, the holders or registered holders of the Bonds are not entitled to enforce the provisions of the Agreement or to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Agreement or to take any action with respect to any event of default under the Agreement.

In addition to the provisions contained in the Agreement authorizing the University and the Trustee, without the consent of or notice to any bondholder, to enter into Supplemental Trust Agreements not inconsistent with the Agreement and for certain purposes specified therein, the Agreement contains provisions authorizing such parties, with the consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding, exclusive of any Bonds then held or owned by the University, to enter into Supplemental Trust Agreements for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms and provisions of the Agreement; provided, however, that no such Supplemental Trust Agreement shall extend the maturity of the principal of or the interest on any Bond or reduce the principal amount of any Bond or the rate of interest or redemption premium thereon without the consent of the holder of each Bond so affected, or reduce the aggregate principal amount of the Bonds required for consent to such Supplemental Trust Agreement without the consent of the holders of all Bonds then outstanding.

If an event of default in payment of Bond service charges or other default shall occur, as defined in the Agreement, the principal of Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Agreement, but subject to waiver of such event of default or rescission of such declaration as provided in the Agreement.

This Bond shall not constitute the personal obligation, either jointly or severally, of the members or officers of the Board or the officers of the University.

This Bond shall not be entitled to any security or benefit under the Agreement or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

It is hereby certified and recited that all acts, conditions and things

necessary to be done by the University precedent to and in the issuing of the Series 1972 Bonds in order to make them legal, valid and binding obligations of the University in accordance with their terms, have been done and performed and have happened in regular and due form as required by law; that payment in full for the Series 1972 Bonds has been received; and that the Series 1972 Bonds do not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, The President and Trustees of the Ohio University and its Board of Trustees has caused this Bond to be executed by the facsimile signature of the \_\_\_\_\_ of the University, and by the [facsimile] signature of the \_\_\_\_\_ of the University, and the facsimile seal of the University to be imprinted hereon, all as of the first day of \_\_\_\_\_, \_\_\_\_\_.



Form of Assignment to be Printed on Each  
Fully Registered Bond

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers  
unto

\_\_\_\_\_

the within Bond and does hereby irrevocably constitute and appoint

\_\_\_\_\_

attorney to transfer the said Bond on the books kept for registration of the  
within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

In the presence of:

\_\_\_\_\_

Form of Trustee's Authentication  
Certificate to be Endorsed on all  
Series 1972 Bonds

This Bond is one of the Bonds issued under the provisions of the within  
mentioned Agreement and First Supplemental Trust Agreement thereto.

The Ohio National Bank of Columbus, Trustee

By: \_\_\_\_\_  
Authorized Officer

WHEREAS, the University has, or will have in all respects complied with

the provisions of the Agreement so as to be entitled to execute and to have authenticated and delivered by the Trustee \$24,700,000 General Receipts Bonds, Series 1972, being the first issue of Bonds pursuant to the Agreement; and

WHEREAS, pursuant to the applicable provisions of Article VIII of the Agreement and particularly Section 8.01 (vi) thereof, the University desires by this Supplement and the Series 1972 Resolution comprising part thereof to provide for the issuance pursuant to the Agreement of said Series 1972 Bonds;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL TRUST AGREEMENT, WITNESSETH that in order to secure the payment of the Bond service charges on the Series 1972 Bonds according to their true intent and meaning, and to secure the performance and observance of all covenants and conditions therein, herein, and in the Agreement contained, and for and in consideration of the premises and of the purchase and acceptance of the Series 1972 Bonds by the holders thereof from time to time, and the acceptance by the Trustee of the further trusts hereby created, and for other good and valuable consideration, the receipts of which is hereby acknowledged, the University has executed and delivered this First Supplemental Trust Agreement.

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Agreement and this Supplement set forth for the security of all present and future holders of the Bonds and appurtenant coupons issued or to be issued under and secured by the said Agreement, without priority of any one Bond or coupon over any other by reason of series designation, number, date of authorization, issuance, sale, execution or delivery, date of the Bonds or of maturity, except as may be otherwise permitted by the General Bond Resolution.

Section 1. Incorporation of Resolution and Certificate. The terms and provisions of the Series 1972 Resolution and the Certificate of Award, as set forth in the preambles hereto, constitute part of this Supplement as if such terms and provisions were here set forth.

Section 2. Form, Execution and Delivery. The Series 1972 Bonds shall be executed, authenticated and delivered as provided herein and in the Agreement, and said Series 1972 Bonds, the coupons to be attached thereto, the form of assignment of fully registered Bonds, and the certificate of authentication of the Trustee to be endorsed thereon, shall be substantially in the forms provided in the preambles hereto with any necessary modifications to conform hereto.

Section 3. Concerning the Trustee. The Trustee hereby accepts the trusts hereby declared and provided and agrees to perform the same upon the terms and conditions in the Agreement and in this First Supplement set forth.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplement or the due execution thereof by the University, nor for or in respect of the recitals herein contained, all of which recitals are made by the University solely.

IN WITNESS WHEREOF, the University has caused this First Supplemental Trust Agreement to be executed by its duly authorized officers and the seal of the University to be hereunto affixed, and The Ohio National Bank of Columbus, Columbus, Ohio, as Trustee, in token of its acceptance of the trusts created hereunder, has caused this First Supplemental Trust Agreement to be executed in its name by its duly authorized officers and has caused its seal to be hereunto affixed, all as of the day and year first above written, but actually on the dates of the respective acknowledgments.

THE PRESIDENT AND TRUSTEES  
OF THE OHIO UNIVERSITY

(Seal)

By \_\_\_\_\_  
President of the University

By \_\_\_\_\_  
Vice President and Treasurer  
of the University

THE OHIO NATIONAL BANK OF COLUMBUS,  
Trustee

(Seal)

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF OHIO  
COUNTY OF ATHENS, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1972, before me a Notary Public in and for said County and State personally appeared the President and Vice President and Treasurer, respectively, of The President and Trustees of the Ohio University, and acknowledged the execution of the foregoing instrument, and that the same is their voluntary act and deed on behalf of said University and the voluntary act and deed of said University.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(Seal)

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 1972, before me a Notary Public in and for said County and State personally appeared \_\_\_\_\_ and \_\_\_\_\_, respectively, The Ohio National Bank of Columbus, the bank which executed the foregoing instrument as Trustee, who acknowledged that the seal affixed to said instrument is the seal of said bank, that they did sign said instrument as such officers, respectively, for and on behalf of said bank and by authority granted in its rules and regulations and by its Board of Directors; that the same is their free act and deed as such officers, respectively, and the free act and deed of said The Ohio National Bank of Columbus.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(Seal)

\_\_\_\_\_  
Notary Public

On roll call the following votes were recorded:

Johnson	Yes
Morris	Yes
Phillips	Yes
Casto	Yes
Brown	Yes
Kennedy	Yes
Baxter	Yes

The Chairman declared the motion unanimously adopted.

Following action on Resolutions 17 and 18, Mr. Milar distributed for information Official Statement, \$24,700,000 General Receipts Bonds, Series 1972 (Time of Sale: May 24, 1972 at 12:00 noon). This appears as Attachment 4, Page 242.

Mr. Morris complimented Mr. Milar for his efforts in preparing the funding proposals which the Board approved unanimously. Mr. Kennedy stated that the decision not to employ special counsel had been the right one. He observed that rating agencies are responsive to strong, well-organized presentations, and complimented Mr. Milar for the excellent work done. Mr. Baxter stated that he and other members endorsed fully the statements made by Mr. Morris and Mr. Kennedy. Mr. Milar commended his assistant, Mr. Ivan E. Harper, for his assistance in preparing the funding proposals.

### III. New Business

#### A. Election of Officers at May 23, 1972 Meeting

Mr. Baxter reported that the election of officers for the 1972-73 year beginning on July 1 would occur at the May 23 meeting. According to the bylaws Mr. Kennedy will be Chairman and Mr. Morris Vice Chairman. The Secretary and President also will be elected.

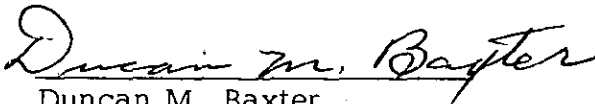
#### B. Naming of Special Board Committee on Intercollegiate Athletics

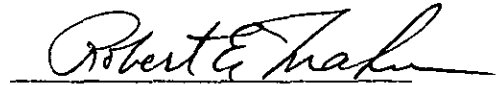
Mr. Baxter announced the appointment of the committee and presented the letter with its statement of responsibility. Members are Mrs. Phillips, Chairwoman, Mr. Morris, and Mr. Baxter. (A copy of the letter appears as Attachment 5.)

Page 273

#### IV. Adjournment

After determining that there was no further business, Chairman Baxter declared the meeting adjourned at 2:45 P.M.

  
Duncan M. Baxter  
Chairman

  
Robert E. Mahn  
Secretary

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATIONDATE April 14, 1972TO Claude R. Sowle, PresidentFROM Ted J. Foster, Chairman, Faculty Senate *Ted J. Foster*

## SUBJECT

At its February 28, 1972 special meeting the Faculty Senate approved the following amendment by the required two-thirds majority. The amendment was distributed to the general faculty for the required vote between April 4 and 11, 1972, and received the required majority.

I request that you submit it to the Trustees at their April 14, 1972 special meeting, so that, if they approve it, we may elect the new Senators at our regular election during the first week of May.

Thank you.

Article I, p. 20  
Composition and Election

1. The Faculty Senate shall be composed of full-time faculty members, with or without tenure. Forty-one Senators shall be elected by the full-time faculty of the degree colleges and divisions of the Athens campus of the University in proportion to the number of members of such faculties eligible to serve on the Faculty Senate. One Senator from each of the Regional Campuses of the University shall be elected by the full-time faculty of that campus, and one member will be elected "at large" from the Regional Campuses. The election shall be conducted in accordance with the Rules of Election stated in the Senate by-laws.

cc: Taylor Culbert, Vice President and Dean of Faculties  
Senate Executive Committee  
Edward Penson, Associate Dean of Faculties

Please distribute a copy of this ballot to each of your full-time faculty.

OHIO UNIVERSITY  
INTER-OFFICE COMMUNICATION

DATE April 4, 1972

TO All Departmental Chairmen, Directors, and Program Heads

FROM Ted Foster, Chairman, Faculty Senate

SUBJECT Amendment of the Constitution of the Faculty Senate

To: All Full-Time Faculty Eligible to Vote in Senate Elections

According to the Faculty Senate constitution, - "An amendment to the Constitution may be proposed by a two-thirds vote of the membership of the Senate and submitted to faculty for approval. A simple majority of those voting shall constitute an affirmative vote. The amendment shall become effective upon approval by the Board of Trustees of Ohio University."

Please indicate your vote on the amendment below which has been approved by 2/3 of the Senate, and return it by hand or by campus mail to Ted Foster, Faculty Senate, McGuffey Hall on or before Tuesday, April 11. The amendment increases the number of Senators elected from the colleges on the Athens campus from 36 to 41 and the number of Senators elected from the Regional campuses from 5 to 6.

Present provision

Article I, p. 20  
Composition and Election

1. The Faculty Senate shall be composed of full-time faculty members, with or without tenure. Thirty-six Senators shall be elected by the full-time faculty of the degree colleges and divisions of the Athens campus of the University in proportion to the number of members of such faculties eligible to serve on the Faculty Senate. One Senator from each of the Regional Campuses of the University shall be elected by the full-time faculty of that campus. The election shall be conducted in accordance with the Rules of Election stated in the Senate by-laws.

As amended

Article I, p. 20  
Composition and Election

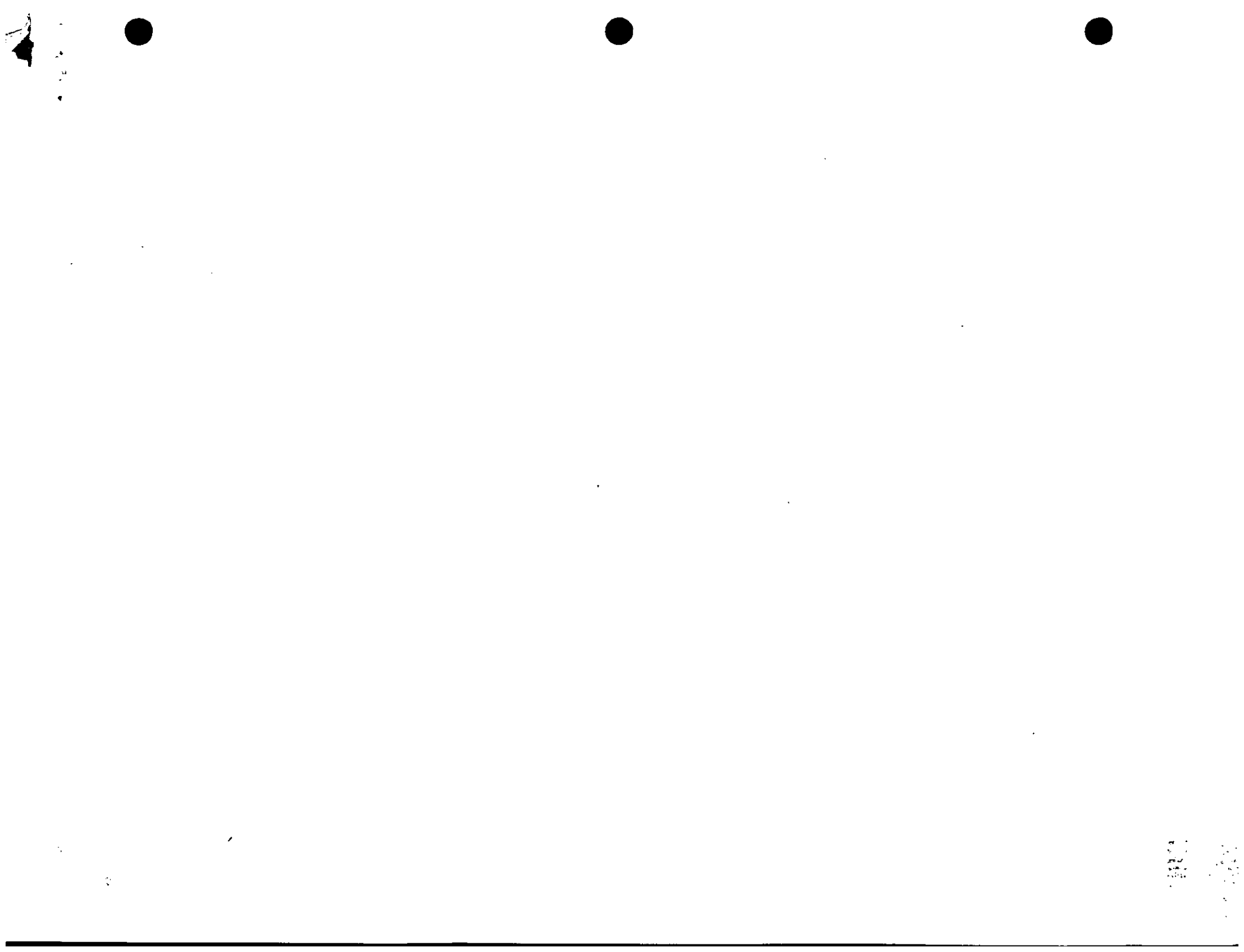
1. The Faculty Senate shall be composed of full-time faculty members, with or without tenure. Forty-one Senators shall be elected by the full-time faculty of the degree colleges and divisions of the Athens campus of the University in proportion to the number of members of such faculties eligible to serve on the Faculty Senate. One Senator from each of the Regional Campuses of the University shall be elected by the full-time faculty of that campus, and one member will be elected "at large" from the Regional Campuses. The election shall be conducted in accordance with the Rules of Election stated in the Senate by-laws.

Check one:

APPROVE                     

DISAPPROVE





070  
Constitution of the Administrative  
Senate of Ohio University

## PREAMBLE

We, the members of the administrative staff of Ohio University, concerned with the growth and development of the university, the broad scope of educational issues confronting the administration, the professional development of this administrative staff, and with the responsibilities delegated to the administrative staff by the Board of Trustees and President of Ohio University, do hereby establish the Administrative Senate of Ohio University.

The purpose of the Administrative Senate is to promote and enhance the profession of university administration and, specifically, the profession at Ohio University. The Administrative Senate will be committed to providing a collective and independent voice to those having administrative responsibilities in the conduct of the educational mission of the university. The Senate will provide the administrative staff of the university with a legitimate and necessary role in the governance of the university through a public forum where the individual and representative voices of the staff will be heard, and will be one of equal participation with other representative groups in university decision making.

The Administrative Senate holds the conviction that it can assist in the further growth and development of Ohio University through its own growth, development and operation.

ARTICLE I  
Membership and Composition

Section 1. Membership

For the purpose of the election, the university will be divided into three areas as follows: Academic, Business and Administrative Services, and Educational Services. Each area will be made up of three divisions, and include all full-time contract personnel who spend fifty percent or more of their time involved in administrative duties and who do not report to the President, and who are on university contract before January 1 of the year of the election.

The areas will include the following divisions: Academic--Academic Administration, Academic Facilities, and Intercollegiate Athletics; Business and Administrative Services--Public Affairs, Financial Affairs, and Administrative Services; Educational Services--Student Services, Residence Halls and Auxiliaries, and Research and Planning.

Section 2. Composition

The Administrative Senate will be made up of twenty-five (25) elected representatives. At least four of these representatives shall be elected as representatives-



at-large. All candidates-at-large will appear on ballots sent to everyone eligible to vote in the election. Seven representatives will be elected by each of the three areas.

No more than three area representatives may be elected from one division in an area. An exception to this would be made if a division has less than three candidates; the seven representatives would then be elected by expanding the possible representatives from each division to four.

## ARTICLE II Elections

### Section 1. Petitioning for Office

Anyone who is a member of the Administrative Senate is eligible to be a representative. To be a candidate for the position of representative, a member must petition the Election Committee to have his name placed on the ballot, and must declare whether he is seeking an at-large position or area position.

A candidate for an at-large office must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain fifteen supporting signatures, five from each area.

A candidate for an area position must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain ten supporting signatures from the candidate's area and five from the other areas.

### Section 2. The Election Committee

For 1971, the Election Committee shall consist of three persons and have the responsibility to administer the 1971 election and facilitate the creation of the Senate after the 1971 election. In all future years, the Election Committee will be appointed by the Administrative Senate.

The Election Committee is charged with the following responsibilities: They will prepare and circulate petitions three weeks prior to election day. Petitions will be available at a central location, and this should be announced during the two-week period they are available. They will certify each petition presented to them at least one week prior to election day. They will also ascertain whether the candidacy is for an at-large or area office, and that the signatures on the petitions are appropriate for the office being sought. They will prepare and distribute ballots on the election day. All candidates for an at-large office whose petitions have been certified shall appear on each ballot. Candidates for an area office shall appear only on ballots sent to the constituency in their area. Each ballot shall be accompanied by instructions which tell the voter how many candidates to choose from each category. Each ballot will also be mailed with a return envelope which the voter must sign to validate this ballot. The Election Committee will destroy all envelopes and ballots which are returned with no validating signature. The valid ballot shall be separated from the return envelope, and the ballot shall be dated and stamped as being valid. The envelopes will be kept until the election has been certified.



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Validated ballots will be accepted by the Election Committee for one week after election day.

As of four o'clock (4:00 P.M.), one week after election day, no more ballots will be accepted whether validated or not. Not more than two days after the close of the election, the Election Committee will post the election results and notify each candidate of the election results by letter.

### Section 3. Elections

For the 1971 election, four candidates-at-large shall be elected. The two candidates-at-large receiving the largest vote will be elected to a three-year term. The candidate-at-large receiving the third largest vote will be elected to a two-year term. The candidate-at-large receiving the fourth largest vote will be elected to a one-year term. The candidates for area offices will be elected as follows: The two candidates for area offices who receive the largest vote will be elected to three-year terms, and the two candidates receiving the third and fourth largest vote will be elected to two-year terms to represent their respective areas. The next three candidates with the highest plurality will be elected to one-year terms.

Alternates for both at-large and area offices will be selected on the basis of plurality, and in the area offices without regard to division lines. That is, the first, second and third alternates for an at-large or area position will be candidates receiving the first, second and third largest votes respectively, and who will not be elected as a representative. An alternate's sole responsibility will be to assume the position if the elected representative does not take his position or vacates it by resignation during his first year of office. After the first year, an alternate's responsibility is waived. Special elections and their attendant procedures may be held, in accordance with the other processes of this constitution, by majority vote of the representatives.

In the event of a tie vote relative to any of these positions, including alternates, the Election Committee will break the tie by drawing lots.

At-large candidates do not restrict the number of area candidates a division may elect.

For all future elections, an election will be held annually. Candidates will be elected to three-year terms. Offices filled by the annual election will be those offices whose terms had expired that year and those which have been vacated by resignation of the representatives and not assumed by alternates. Those representatives elected to the latter positions will be elected only for the unexpired term of the representative being replaced.

The election day will be the first Wednesday in May each year. This is defined as the day the Election Committee is to mail ballots to all who are eligible to vote. The close of the election will be the second Wednesday of May at 4:00 P.M. Results of the election will be posted the second Friday of May at 4:00 P.M., and letters will be mailed to all candidates at this time.



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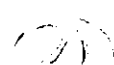
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The term of office of all elected representatives will begin July 1 of the year elected; except during 1971, when the elected representatives are empowered to meet and establish the by-laws, structure, and procedures of the Administrative Senate under the guidance of the 1971 Election Committee immediately after the election.

ARTICLE III  
Amendments

The constitution may be added to or amended by a majority vote of the representatives to the Administrative Senate.





Constitution of the Administrative  
Senate of Ohio University

PREAMBLE

We, the members of the administrative staff of Ohio University, concerned with the growth and development of the university, the broad scope of educational issues confronting the administration, the professional development of this administrative staff, and with the responsibilities delegated to the administrative staff by the Board of Trustees and President of Ohio University, do hereby establish the Administrative Senate of Ohio University.

The purpose of the Administrative Senate is to promote and enhance the profession of university administration and, specifically, the profession at Ohio University. The Administrative Senate will be committed to providing a collective and independent voice to those having administrative responsibilities in the conduct of the educational mission of the university. The Senate will provide the administrative staff of the university with a legitimate and necessary role in the governance of the university through a public forum where the individual and representative voices of the staff will be heard, and will be one of equal participation with other representative groups in university decision making.

The Administrative Senate holds the conviction that it can assist in the further growth and development of Ohio University through its own growth, development and operation.

ARTICLE I  
Membership and Composition

Section I. Membership

For the purpose of electing Senators, the university will be divided into four areas as follows: Academic (Vice President and Dean of Faculties), Regional Higher Education (Vice President for Regional Higher Education), Business and Administrative Services (Vice President for Administrative Services, Vice President and Treasurer, Vice President for University Relations), and Educational Services (Vice President for Educational Services, Assistant to the President for Planning, Budgeting, Information Services). Each area will include all divisions currently reporting to the Senior Administrator(s) responsible for the area and will be made up of all full-time contract personnel who spend fifty percent or more of their time involved in administrative duties or administrative support duties, and who do not report directly to the President, and who are on university contract before January 1 of the year of the election.

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## Section 2. Composition

The Administrative Senate will be made up of thirty (30) elected representatives, with six Senators elected from each area and six elected at-large. The names of all candidates at-large will appear on ballots sent to everyone eligible to vote in the election.

## ARTICLE II Elections

### Section 1. Petitioning for Office

Any full-time contract personnel who spends fifty percent or more of his time involved in administrative support duties, and who does not report directly to the University President, and who is on university contract before January 1 of the year of the election is eligible to be a representative to the Administrative Senate. To be a candidate for the position of Senator, a member must petition the Election Committee to have his name placed on the ballot, and must declare whether he is seeking an at-large or an area position.

A candidate for an at-large office must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain three supporting signatures from each area.

A candidate for an area position must submit a petition to the Election Committee for certification at least one week prior to the election. The petition must contain ten supporting signatures from the candidate's area and five from the other areas.

### Section 2. The Election Committee

For 1971, the Election Committee shall consist of three persons and have the responsibility to administer the 1971 election and facilitate the creation of the Senate after the 1971 election. In all future years, the Election Committee will be appointed by the Administrative Senate.

The Election Committee is charged with the following responsibilities: They will prepare and circulate petitions three weeks prior to election day. Petitions will be available at a central location, and this should be announced during the two-week period they are available. They will certify each petition presented to them at least one week prior to election day. They will also ascertain whether the candidacy is for an at-large or area



11/10/11  
11/10/11

office, and that the signatures on the petitions are appropriate for the office being sought. They will prepare and distribute ballots on the election day. All candidates for an at-large office whose petitions have been certified shall appear on each ballot. Candidates for an area office shall appear only on ballots sent to the constituency in their area. Each ballot shall be accompanied by instructions which tell the voter how many candidates to choose from each category. Each ballot will also be mailed with a return envelope which the voter must sign to validate this ballot. The Election Committee will destroy all envelopes and ballots which are returned with no validating signature. The valid ballot shall be separated from the return envelope, and the ballot shall be dated and stamped as being valid. The envelopes will be kept until the election has been certified. Validated ballots will be accepted by the Election Committee for one week after election day.

As of four o'clock (4:00 P.M.), one week after election day, no more ballots will be accepted whether validated or not. Not more than two days after the close of the election, the Election Committee will post the election results and notify each candidate of the election results by letter.

### Section 3. Elections

For the 1971 election, four candidates-at-large shall be elected. The two candidates-at-large receiving the largest vote will be elected to a three-year term. The candidate-at-large receiving the third largest vote will be elected to a two-year term. The candidate-at-large receiving the fourth largest vote will be elected to a one-year term. The candidates for area offices will be elected as follows: The candidates for area offices who receive the largest vote will be elected to three-year terms, and the two candidates receiving the third and fourth largest vote will be elected to two-year terms to represent their respective areas. The next three candidates with the highest plurality will be elected to one-year terms.

Alternates for both at-large and area offices will be selected on the basis of a plurality. That is, the first, second and third alternates for an at-large or area position will be candidates receiving the first, second and third largest votes respectively, and who will not be elected as a representative. An alternate's sole responsibility will be to assume the position if the elected representative does not take his position or vacates it by resignation during his first year of office. After the first year, an alternate's responsibility is waived. Special elections and their attendant procedures may be held, in accordance with the other processes of this constitution, by majority vote of the representatives.

In the event of a tie vote relative to any of these positions, including alternates, the Election Committee will break the tie by drawing lots.



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For all future elections, an election will be held annually. Candidates will be elected to three-year terms. Offices filled by the annual election will be those offices whose terms had expired that year and those which have been vacated by resignation of the representatives and not assumed by alternates. Those representatives elected to the latter positions will be elected only for the unexpired term of the representative being replaced.

The election day will be the first Wednesday in May each year. This is defined as the day the Election Committee is to mail ballots to all who are eligible to vote. The close of the election will be the second Wednesday of May at 4:00 P.M. Results of the election will be posted the second Friday of May at 4:00 P.M., and letters will be mailed to all candidates at this time. In the Administrative Senate minutes following the elections, the results shall be included with the number of total ballots mailed, and total votes cast by areas and for each candidate.

The term of office of all elected representatives will begin June 1 of the year in which each is elected; except during 1971, when the elected representatives are empowered to meet and establish the by-laws, structure, and procedures of the Administrative Senate under the guidance of the 1971 Election Committee immediately after the election.

#### ARTICLE III Amendments

The constitution may be added to or amended by a majority vote of the representatives to the Administrative Senate and must be approved by the President and Trustees of the Ohio University.

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**Official Statement**

**\$24,700,000  
GENERAL  
RECEIPTS  
BONDS Series 1972**

**Ohio University**



**Moody's Rating: A-1**

**Standard and Poor's Rating: AA**

**Time of Sale:**

May 24, 1972 at 12:00 noon, E.D.T. at the  
Office of the Vice President and Treasurer  
Cutler Hall, Ohio University  
Athens, Ohio 45701

# OFFICIAL BID FORM — OHIO UNIVERSITY

## GENERAL RECEIPTS BONDS, SERIES 1972

Ohio University  
Athens, Ohio 45701  
Attention: Mr. John F. Milar  
Vice President and Treasurer

Gentlemen:

For the purchase of all of the \$24,700,000 General Receipts Bonds, Series 1972, dated June 1, 1972, and described in your published Notice of Sale inviting bids on May 24, 1972, we jointly and severally agree to pay the sum of \$\_\_\_\_\_, not less than \$24,700,000 plus accrued interest from June 1, 1972, to date of delivery of said Bonds, said Bonds to bear interest at the rates set opposite the respective maturities below:

Principal Amount	Stated Maturity	Interest Rate	Principal Amount	Stated Maturity	Interest Rate
\$ 175,000	1974	_____%	\$ 540,000	1993	_____%
180,000	1975	_____%	575,000	1994	_____%
190,000	1976	_____%	610,000	1995	_____%
200,000	1977	_____%	650,000	1996	_____%
215,000	1978	_____%	690,000	1997	_____%
230,000	1979	_____%	735,000	1998	_____%
245,000	1980	_____%	780,000	1999	_____%
260,000	1981	_____%	830,000	2000	_____%
275,000	1982	_____%	880,000	2001	_____%
295,000	1983	_____%	940,000	2002	_____%
315,000	1984	_____%	1,000,000	2003	_____%
335,000	1985	_____%	1,060,000	2004	_____%
355,000	1986	_____%	1,125,000	2005	_____%
375,000	1987	_____%	1,195,000	2006	_____%
400,000	1988	_____%	1,265,000	2007	_____%
425,000	1989	_____%	1,345,000	2008	_____%
450,000	1990	_____%	1,430,000	2009	_____%
480,000	1991	_____%	1,520,000	2010	_____%
510,000	1992	_____%	1,620,000	2011	_____%

This bid is made on the terms and conditions set forth in said Notice of Sale, which is hereby made a part hereof. We submit herewith a certified or bank cashier's or official's check in the form prescribed by and in accordance with said Notice of Sale in the amount of \$247,000.

*Respectively submitted,*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative

(The name(s) of other associate(s) will be furnished to the University upon request.)

*For your information only, and not as part of the attached bid, we calculate the net interest cost of this bid in accordance with the method set forth in the Official Notice of Sale to be \_\_\_\_\_%, giving effect to any premium bid from par indicated, and the total amount of interest at the rate or rates specified to the respective maturities \$\_\_\_\_\_.*



## Official Statement

# **\$24,700,000 GENERAL RECEIPTS BONDS Series 1972**

**Ohio University**

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# OFFICIAL NOTICE OF SALE OF BONDS

## \$24,700,000 OHIO UNIVERSITY GENERAL RECEIPTS BONDS, SERIES 1972

NOTICE IS HEREBY GIVEN that sealed bids will be received at the Office of the Vice President and Treasurer, Ohio University, in his office in Cutler Hall, Athens, Ohio, 45701, until twelve o'clock noon, Eastern Daylight Time, on

May 24, 1972

at which time and place said bids will be publicly opened and read, for the purchase of all of the \$24,700,000 Ohio University General Receipts Bonds, Series 1972 (the "Series 1972 Bonds"), to be issued by Ohio University (the "University") to pay costs of certain University Facilities, consisting of 15 student dormitories housing approximately 1,750 students, a dining hall, 13 married student apartment buildings housing 193 families, a laundry and a commissary facility.

### DESCRIPTION OF BONDS

**Authority:** The Series 1972 Bonds are the first issue of Ohio University General Receipts Bonds under and pursuant to Section 2i Article VIII, Ohio Constitution, Section 3345.11 and 3345.12 of the Ohio Revised Code, the General Bond Resolution adopted by the President and Board of Trustees of the University, and a Trust Agreement between the University and the Ohio National Bank of Columbus, Columbus, Ohio, as Trustee. The Series 1972 Bonds are particularly provided for by the Series 1972 Resolution adopted by said Board, and by a First Supplemental Trust Agreement between the University and the Trustee, of which the Series 1972 Resolution constitutes a part.

**Date, Denominations, and Maturity:** The Series 1972 Bonds in coupon form and those originally issued in fully registered form will be dated as of June 1, 1972. Coupon bonds will be in the denominations of \$5,000, and fully registered bonds will be in the denominations of \$5,000 or authorized multiples thereof, and said bonds will be exchangeable as between coupon and registered form. The Series 1972 Bonds will mature serially on December 1, in each year as follows:

Year	Principal	Year	Principal
1974.....	\$175,000	1993.....	\$ 540,000
1975.....	180,000	1994.....	575,000
1976.....	190,000	1995.....	610,000
1977.....	200,000	1996.....	650,000
1978.....	215,000	1997.....	690,000
1979.....	230,000	1998.....	735,000
1980.....	245,000	1999.....	780,000
1981.....	260,000	2000.....	830,000
1982.....	275,000	2001.....	880,000
1983.....	295,000	2002.....	940,000
1984.....	315,000	2003.....	1,000,000
1985.....	335,000	2004.....	1,060,000
1986.....	355,000	2005.....	1,125,000
1987.....	375,000	2006.....	1,195,000
1988.....	400,000	2007.....	1,265,000
1989.....	425,000	2008.....	1,345,000
1990.....	450,000	2009.....	1,430,000
1991.....	480,000	2010.....	1,520,000
1992.....	510,000	2011.....	1,620,000

✓  
**Redemption, Terms and Prices:** The Series 1972 Bonds maturing on or before December 1, 1983, are not subject to redemption. Series 1972 Bonds maturing on or after December 1, 2009, are subject to call for redemption prior to maturity at the option of the Board, in whole or in part, and in inverse numerical order on any interest payment date at par and accrued interest to the date of redemption. Series 1972 Bonds maturing after December 1, 1983, are subject to call for redemption prior to maturity in whole or in part and in inverse numerical order at the option of the Board of Trustees on June 1, 1984, or on any interest payment date thereafter at par and accrued interest to the date of redemption, plus redemption premiums as follows: 3% if redeemed June 1, 1984 through December 1, 1988, inclusive; 2½% if redeemed June 1, 1989 through December 1, 1993, inclusive; 2% if redeemed June 1, 1994 through December 1, 1998, inclusive; 1½% if redeemed June 1, 1999 through December 1, 2003, inclusive; and 1% if redeemed June 1, 2004 through December 1, 2008. Series 1972 Bonds maturing December 1, 2008 are entitled to priority of redemption over all other redeemable Series 1972 Bonds. Notice of call for redemption of Series 1972 Bonds shall be given in the manner provided in the Trust Agreement.

**Interest and Payment Dates:** Interest on the Series 1972 Bonds will be payable semi-annually on June 1 and December 1 of each year, beginning December 1, 1972.

**Payment and Alternate Paying Agent:** The principal, interest and any redemption premium on the Series 1972 Bonds in coupon form, other than principal of or any redemption premium on coupon bonds registered as to principal, shall be payable at the office of the Trustee, or, at the option of the holder, at the office of the alternate Paying Agent, subject to approval by the Fiscal Officer, as provided for in the Series 1972 Resolution (Exhibit A hereto). The principal of and any redemption premium on registered Series 1972 Bonds shall be payable at the office of the Trustee and any interest on fully registered Series 1972 Bonds shall be payable by check or draft, as provided in the Trust Agreement.

**Security:** The Series 1972 Bonds, and such additional General Receipts Bonds as may be issued pursuant to the Trust Agreement, and the interest thereon, are payable from and secured by a first pledge of and lien on (a) the Bond Pledge Fund created by Section 5 of the General Bond Resolution, (b) the Bond Service Fund, including the Bond Service Account and the Bond Service Reserve Account therein, created by Section 6 of the General Bond Resolution, and (c) the gross amount of all General Receipts of the University, all as provided for in the General Bond Resolution and the Trust Agreement. Such General Receipts, more particularly defined in Section 1 of the General Bond Resolution, are comprised of all moneys received by the University including, among other receipts, gross fees, deposits, charges, receipts and income from all or any part of the students of the University, whether designated as tuition, instructional fees, general fees, activity fees, or other special purpose fees, or otherwise designated, and all gross income, revenues and receipts from University Facilities; but excluding certain receipts as provided and defined in the General Bond Resolution, including moneys raised by taxation and state appropriations until and unless the pledge thereof to the payment of Bond service charges is authorized by law and provided for by the Board, and specified receipts presently pledged to secure and required for other bonds of the University. The holders and owners of the Bonds shall have no right to have excises or taxes levied by the General Assembly of Ohio for the payment of principal, interest, or any call premium.

#### TERMS OF SALE

**Purchase Prices and Interest:** (1) Each bid shall be for all of the \$24,700,000 principal amount of Series 1972 Bonds at not less than par plus accrued interest; (2) each bid shall specify the rate or rates of interest which the Bonds are to bear, but only one rate shall be specified for all Bonds maturing on the same date; (3) the maximum difference between the highest rate and the lowest rate stated in a bid shall not exceed 2%; (4) all rates must be in multiples of 1/8 or 1/20 of

1%; (5) each bond shall bear interest from its date to its stated maturity date (subject to applicable redemption provisions); and (6) no supplemental coupons will be permitted.

**Bid Forms and Deposit:** Each bid shall be in writing, on the bid form provided by the University, and enclosed in a sealed envelope endorsed "Bid for General Receipts Bonds, Series 1972". Each bid shall be accompanied by cash, a bank cashier's or official's check, or a certified check, or combination thereof, in the amount of at least \$247,000. Any check shall be payable to the order of "Ohio University". A bank cashier's or official's check shall not be issued by, and a certified check shall not be certified by, the bidder. The bid deposit of the successful bidder will be retained to secure performance of the bid and to be forfeited as agreed liquidated damages upon failure of the successful bidder to perform and otherwise will be applied as part payment for the Bonds. No interest will be paid upon the deposit of any bidder.

**Award:** The Series 1972 Bonds will be awarded to the highest bidder based on the lowest interest cost to absolute maturity. Such lowest interest cost will be determined by taking the aggregate amount of interest from June 1, 1972 to the several maturity dates of the Bonds at the rate or rates specified and deducting therefrom the amount of premium offered, if any. It is contemplated that the authorized officer of the University will consider the bids received and, unless all bids are rejected, make the award of the Bonds on May 24, 1972. The University reserves the right to reject any or all bids, and to waive any informality, irregularity or defect.

**Delivery and Payment:** It is anticipated that the Bonds will be available for delivery on or about June 15, 1972 at The Chase Manhattan Bank, N.A., New York, New York. Unless other mutually satisfactory arrangements are made the successful bidder will be required to accept delivery of the Bonds at such place when so available and make payment therefore in Federal funds. If the Bonds, transcript, no-litigation certificate and approving opinion are not available for delivery on or before 12 o'clock noon of the 45th calendar day after the date for receipt of bids, and the successful bidder shall not be in default of any of its obligations, it shall thereafter, and so long as tender thereof by the University shall not yet have been made, have the right to cancel the contract of purchase by delivering to the office of the undersigned during regular business hours, written notice of such cancellation, and its bid deposit shall be returned to it immediately.

**Legal Opinion and Transcript:** Upon delivery, the Bonds will be accompanied by the unqualified approving opinions as to legality rendered by Bricker, Evatt, Barton & Eckler, Columbus, Ohio, Bond Attorneys, at the expense of the University. A complete transcript of proceedings, the printed Bonds with the opinion of the Bond Attorneys printed thereon, and a no-litigation certificate to the effect that no litigation is pending contesting the validity of the Bonds will be furnished by the University.

**Tax Exemption:** In the event that, prior to their delivery, the interest on the Bonds should by act of Congress or otherwise become subject to federal income taxes, or any act of Congress should provide that interest income on the Bonds shall be taxable at a future date for federal income tax purposes, whether directly or indirectly, the successful bidder may refuse to accept delivery and in such event the bid deposit shall be returned without interest.

**Official Statement:** Official bid forms and the Official Statement, the Series 1972 Resolution, and the Trust Agreement, are available upon request to the undersigned, from whom further information concerning the Bonds may also be obtained.

John F. Milar  
Vice President and Treasurer  
Ohio University  
Telephone: 614-594-5381

# BOND YEAR TABLE

\$24,700,000 OHIO UNIVERSITY  
GENERAL RECEIPTS BONDS, SERIES 1972

Bonds Due Dec. 1	Par Amount	Years from June 1, 1972	Cumulative Bond Years From June 1, 1972
1974.....	\$ 175,000.....	2.5.....	437.5
1975.....	180,000.....	3.5.....	1067.5
1976.....	190,000.....	4.5.....	1922.5
1977.....	200,000.....	5.5.....	3022.5
1978.....	215,000.....	6.5.....	4420.0
1979.....	230,000.....	7.5.....	6145.0
1980.....	245,000.....	8.5.....	8227.5
1981.....	260,000.....	9.5.....	10697.5
1982.....	275,000.....	10.5.....	13585.0
1983.....	295,000.....	11.5.....	16977.5
1984.....	315,000.....	12.5.....	20915.0
1985.....	335,000.....	13.5.....	25437.5
1986.....	355,000.....	14.5.....	30585.0
1987.....	375,000.....	15.5.....	36397.5
1988.....	400,000.....	16.5.....	42997.5
1989.....	425,000.....	17.5.....	50435.0
1990.....	450,000.....	18.5.....	58760.0
1991.....	480,000.....	19.5.....	68120.0
1992.....	510,000.....	20.5.....	78575.0
1993.....	540,000.....	21.5.....	90185.0
1994.....	575,000.....	22.5.....	103122.5
1995.....	610,000.....	23.5.....	117457.5
1996.....	650,000.....	24.5.....	133382.5
1997.....	690,000.....	25.5.....	150977.5
1998.....	735,000.....	26.5.....	170455.0
1999.....	780,000.....	27.5.....	191905.0
2000.....	830,000.....	28.5.....	215560.0
2001.....	880,000.....	29.5.....	241520.0
2002.....	940,000.....	30.5.....	270190.0
2003.....	1,000,000.....	31.5.....	301690.0
2004.....	1,060,000.....	32.5.....	336140.0
2005.....	1,125,000.....	33.5.....	373827.5
2006.....	1,195,000.....	34.5.....	415055.0
2007.....	1,265,000.....	35.5.....	459962.5
2008.....	1,345,000.....	36.5.....	509055.0
2009.....	1,430,000.....	37.5.....	562680.0
2010.....	1,520,000.....	38.5.....	621200.0
2011.....	1,620,000.....	39.5.....	685190.0

TOTAL \$24,700,000



## INTRODUCTION AND SUMMARY

The purpose of this Official Statement is to set forth information concerning Ohio University (the "University"), a state university of Ohio, and the \$24,700,000 General Receipts Bonds, Series 1972 ("Series 1972 Bonds"), of the University. This is the first series of the University's new gross pledge "General Receipts Bonds" (the "Bonds"), and represents an improved type of financing of state university auxiliary facilities in Ohio, as recently authorized by an amendment of the Ohio Constitution as implemented by statute.

The significant differences between the General Receipts Bonds financing and the previous available authority for university auxiliary facility financing are in the extremely broad scope, and gross pledge character, of the security afforded to enhance the quality of these new Bonds, and in the simplicity and flexibility provided by permitting all authorized types of auxiliary facilities to be financed under one open-end trust agreement.

Security provisions include the pledge to the Bonds, on a gross pledge and first lien basis, of the "General Receipts" of the University, which include the full amount of every type and character of campus receipts, excepting only those otherwise restricted. The fact that in the fiscal year ended June 30, 1971, the pledged General Receipts amounted to \$23,178,986, nearly 14 times the estimated highest principal and interest requirements on the Series 1972 Bonds (see General Receipts section) evidences the scope and significance of this first pledge security.

The Bond proceedings provide for mandatory budgeting and setting aside into a special trust fund, as collected and at least three times a year (once each regular academic term), required amounts from major collections of General Receipts at all times sufficient to pay principal, interest and any redemption premiums (collectively, "Bond service charges") on the Bonds and to create and maintain a debt service reserve ("Required Reserve") equal to the highest principal and interest in any subsequent year. Appropriate portions of the amounts so set aside are transmitted to the Trustee semi-annually, preceding each interest payment date. Such procedure for budgeting and setting aside General Receipts will assure timely availability of required funds, but does not limit or modify the first pledge of and lien on all General Receipts.

Other security provisions include the requirement that the "Required Reserve" (maximum principal and interest requirements in any future year) be funded in not more than five years. Furthermore, the University covenants to fix, make, adjust, and collect items of General Receipts to produce at all times General Receipts sufficient to pay Bond service charges and to establish and maintain the Required Reserve, and, together with other moneys available, to pay all costs and expenses necessary for the proper maintenance and successful and continuous operation of the University.

The Board of Trustees of the University (the "Board") has authorized the issuance of the General Receipts Bonds, and the Series 1972 Bonds in particular, by adoption of an open-end "General Bond Resolution" (see attached Trust Agreement) and the "Series 1972 Resolution" (Exhibit "A" hereto) and has authorized a Trust Agreement and First Supplemental Trust Agreement. The General Bond Resolution is the basic bond resolution pertaining to all General Receipts Bonds and prescribes restrictions upon the issuance of additional parity Bonds. For each issue of Bonds a Series Resolution is to be adopted, setting forth detailed provisions and authorizing a supplemental trust agreement for that issue.

Details of the matters discussed above are contained in Exhibit A, the Series 1972 Resolution, and in the Trust Agreement (attached document).

## **SECURITY AND SOURCES OF PAYMENT— GENERAL**

The Series 1972 Bonds are being issued pursuant to, and will be secured by, the Trust Agreement and the First Supplemental Trust Agreement thereto between the University and Ohio National Bank of Columbus, Columbus, Ohio, Trustee, both dated June 1, 1972. All Bonds, including the present Series 1972 Bonds, are and will be payable from and secured by a first pledge of and lien on: the gross "General Receipts" of the University as defined in the General Bond Resolution; the "General Receipts Bond Pledge Fund" established by the General Bond Resolution and held by the University; and the "General Receipts Bond Service Fund" (including the Bond Service Account and the Bond Service Reserve Account therein) established by the General Bond Resolution and held by the Trustee.

## **APPROVING OPINION — TAX EXEMPTION**

There will be delivered with the Series 1972 Bonds a transcript of proceedings, and the unqualified approving opinion as to legality rendered by Bricker, Evatt, Barton & Eckler, Columbus, Ohio, Bond Counsel to the University. Bond Counsel's opinion will be printed on the Series 1972 Bonds. A draft of the approving opinion is printed as Exhibit C to this Official Statement.

In the opinion of Bond Counsel, the interest on the Series 1972 Bonds is exempt from federal income taxes under existing laws, regulations and judicial decisions.

As to state taxation, Article VIII, Section 2i of the Ohio Constitution provides that the principal and interest "shall be exempt from taxation within this state", and Section 3345.12(N), Ohio Revised Code, provides in material part that:

"The obligations issued under Sections . . . 3345.11, and 3345.12 of the Revised Code, the transfer thereof, and the income therefrom, including any profit made on the sale thereof shall at all times be free from taxation within the state (of Ohio)."

## **ELIGIBILITY FOR INVESTMENT IN OHIO**

Section 3345.12(M) of the Ohio Revised Code provides that these Bonds shall be lawful investments in Ohio for banks, societies for savings, building and loan and savings and loan associations, deposit guarantee associations, trust companies, trustees, fiduciaries, insurance companies, including domestic for life and domestic not for life, trustees or other officers having charge of sinking and bond retirement or other special funds of political subdivisions and taxing districts, the commissioners of the sinking fund of the State, the Industrial Commission and the various state-wide retirement systems for public employees, notwithstanding any other provisions of the Ohio Revised Code with respect to investments by them.

Under that Section of the Ohio Revised Code the Bonds are also acceptable as security for the deposit of public moneys in Ohio.

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## **APPLICATION OF BOND PROCEEDS**

### **UNIVERSITY FACILITIES**

The proceeds of all Bonds are to be applied solely to pay costs of "University Facilities", and to refund, fund or retire obligations issued for such purpose, as specifically provided and allocated in the applicable Series Resolution.

"University Facilities" are defined in the General Bond Resolution as buildings, structures, and other improvements, and equipment, real estate and interests in real estate therefor, all or any part of the costs of which are at any time authorized

by the applicable statutes to be financed by the issuance of obligations. Such University Facilities presently include student activity or student service facilities, dining halls, and other food service and preparation facilities, dormitories, and other living quarters and accommodations, vehicular parking facilities, bookstores, athletic and recreational facilities, faculty centers, auditoriums, assembly and exhibition halls, hospitals, infirmaries and other medical and health facilities, research, and continuing education facilities, and any part of or combination of the foregoing.

## PURPOSE OF THE ISSUE

All of the par value proceeds of the Series 1972 Bonds, \$24,700,000, will be used to retire the principal amount of outstanding Dormitory and Dining Hall Notes, Series I and J. The amount of such notes, maturing September 15, 1972, is \$24,800,000, with \$100,000 of the obligation being reduced at the time of this issue by application of University proceeds to the project. The interim financing provided University Facilities consisting of 15 student dormitories, a dining hall, 13 married student apartment buildings, a laundry and a commissary facility. The dormitory and apartment facilities were in use during the 1970-71 academic year. Construction of the commissary and laundry building is scheduled for completion in time for utilization during the Fall term 1972.

## ADEQUACY OF FACILITIES

The facilities thus described are an addition to the University's dormitory system, which provides current total dormitory and dining hall facilities for approximately 8,700 students. This capacity is considered adequate to meet housing needs for the foreseeable future. According to present University plans, *no further financing* will be required for dormitories.

## THE UNIVERSITY

Ohio University is a state assisted co-educational institution of higher learning, located in the city of Athens, Ohio, approximately 75 miles southeast of Columbus, Ohio. Members of the original Ohio Company of Associates, who came from New England, planned the founding of Ohio University. The University was established by the Ohio Legislature in 1804, and was the first institution of higher learning in the Northwest Territory.

Ohio University's growth in the past decade has been primarily through increased undergraduate instruction, offered to students living "in residence" at the Athens campus. The institution's present Athens campus enrollment of approximately 18,800 students (headcount) consists of about 16,800 undergraduates, with about 50 percent of the undergraduate students living in the University residence halls.

Instruction on the Athens campus is provided by eight degree granting colleges, and includes a breadth of educational possibilities that only a university can offer. The undergraduate student can choose between nearly 100 areas of undergraduate study, while 46 different programs are offered at the masters level and 19 areas of study for the doctoral student. The undergraduate degree granting colleges are the University College, College of Education, College of Engineering and Technology, College of Communication, College of Arts and Sciences, College of Fine Arts, College of Business Administration, and the Graduate College.

The Graduate College has jurisdiction over the requirements and standards for the masters and doctoral degree areas of the University. Projected growth for the Ohio University Athens campus is expected to be in the graduate areas, with the current graduate enrollment expected to increase to 3,000 by 1980.

The University introduced its direct influence upon the Southeastern Ohio area in 1946 with the establishment of branch campuses in Chillicothe, Portsmouth and Zanesville, Ohio. The educational offerings at these three locations have

achieved steady growth, and with the addition of campuses in Lancaster and Belmont County and an Academic Center in Ironton, now form a regional campus network for the surrounding area. The combined enrollment (headcount) of the regional campuses in the fall of 1971 was 5,265 students.

## ADMINISTRATION

Chapter 3337 of the Ohio Revised Code provides for the government of Ohio University. That statute calls for the appointment of a Board of Trustees, composed of nine members appointed for nine-year terms by the Governor, with the advice and consent of the State Senate. The Board of Trustees is directed to, and granted the authority for, all things necessary for the proper maintenance and successful and continuous operation of the University.

The present members of the Board of Trustees:

Mr. Duncan M. Baxter, Chairman, Portsmouth, Ohio  
Mr. Edwin L. Kennedy, Vice Chairman, Lehman Brothers, New York, New York  
Mr. Wayne E. Brown, Big Bear Stores Company, Columbus, Ohio  
Mr. Fred H. Johnson, Fidelity National Life Insurance Company, Columbus, Ohio  
Dr. Charles E. Holzer, Jr., Holzer Medical Center, Gallipolis, Ohio  
Mr. William R. Morris, Buckeye Continental-Union Insurance Company, Columbus, Ohio  
Mrs. J. Wallace Phillips, Columbus, Ohio  
Mr. C. Paul Stocker, Lorain Products Corporation, Lorain, Ohio  
Mr. Don M. Casto, Jr., Don M. Casto Organization, Columbus, Ohio\*

\*Term expires May 14, 1972 at which time he will be replaced by an appointee of the Governor, State of Ohio.

Dr. Claude R. Sowle was elected President of the University on August 1, 1969, succeeding Dr. Vernon R. Alden. Dr. Sowle was Dean of the University of Cincinnati College of Law and a Professor of Law prior to his selection as President of Ohio University. He received his Bachelor of Science degree from Northwestern University and the Juris Doctor degree from Northwestern University School of Law.

## ASSETS AND OPERATING INCOME

Activities and functions of the University are conducted on a total land area of more than 2,500 acres. University land on the Athens campus totals 643 acres, regional campuses 983 acres and an area for development in Athens, 112 acres. The University also owns a 309 acre plot which serves as the site for the University airport and a 456 acre tract of land near its Belmont County regional campus which includes 40 acres of virgin forest used by the University as a research facility for the study of plants and animals.

University operations are housed in more than 150 buildings, listed in the 1971 Financial Report at a value of more than \$108,000,000. As of June 30, 1971, twelve construction projects were in progress at a budget cost of more than \$16,500,000.

A comparative statement of current operating income and expense is provided in Exhibit B to this document. Aggregates of such amounts during the last two bienniums:

Year Ending	Income	Expense
1968	\$44,842,779	\$44,054,198
1969	50,229,319	48,568,281
1970	55,492,652	52,450,446
1971	59,406,387	57,734,932

Student charges for instruction are collected primarily in three categories: Instructional Fees (charged each term to all students), Tuition Surcharge (added

charge to non-Ohio residents), and General Fees (for services supplemental to basic instruction). These fees are listed below for full time students for the current and next academic year (part-time students pay a proportionate amount).

	1971-72	1972-73
Instructional Fee	\$200	\$210
Tuition Surcharge	\$400	\$400
General Fee	\$ 50	\$ 50

Note: Such fees constitute a major portion of the pledged General Receipts, as defined in the General Bond Resolution.

## STATE APPROPRIATIONS

Current Ohio laws have no provision by which monies received in the form of state appropriations may be pledged to General Receipts Bonds. However, such appropriations contribute significantly to the successful operation and maintenance of the University and increase the ability of Ohio University to generate "general receipts" pledged to the bonds.

The basis for state appropriation is a specific dollar amount of support for each "full time equivalent" student studying at the various levels of instruction offered by Ohio University. Full time equivalency is determined, generally, by dividing total student credit hours of course registration by 15 for a regular academic term and by 45 for the summer term; with this total fall and summer term figure being added to produce a total annual "full time equivalent" student. The following table shows state appropriations (derived from the full time equivalent base) for the University in comparison with general receipts for the past four years.

### STATE APPROPRIATIONS

Year	Appropriations	General Receipts
1968-69	\$16,774,690	\$17,585,457
1969-70	18,787,153	21,161,855
1970-71	19,561,048	23,178,986
1971-72	20,143,812	25,442,058*

\*Projected total at year end, June 30, 1972.

The University also receives capital improvement appropriations from the state, such funds primarily being used for academic facilities. During the six-year period ending June 30, 1971, the total of such state appropriations for buildings, utilities and renovations was approximately \$30,000,000.

## ENROLLMENTS

Since enrollment has a direct effect upon both the appropriations and general receipts received each year, the following enrollment tables are provided to indicate the recent history of enrollments in the student body of Ohio University.

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### ENROLLMENTS

Year	Fall Headcount		Fall Full Time Equivalent	
	Athens	Regional	Athens	Regional*
1968	16,989	5,383	17,194	3,468
1969	17,870	5,151	18,262	3,716
1970	18,669	5,135	18,935	3,886
1971	18,778	5,265	18,791	3,896

\*Regional Full Time Equivalent figures include all student enrollment other than the Athens campus.

The Ohio General Assembly in 1969, upon recommendation of the Ohio Board of Regents, set enrollment limitations for several of the larger state universities, such as Ohio University. That limitation imposes a ceiling of 20,000 full time equivalent students on the Athens campus, for planning purposes, with 17,000 undergraduate students and 3,000 graduate students. The proposed limitation for the Athens campus is expected to be reached by 1980.

## **CONSTITUTIONAL AND STATUTORY AUTHORIZATION**

The new gross pledge General Receipts Bonds are authorized pursuant to Sections 3345.11 and 3345.12, Ohio Revised Code, enacted under authority of the Ohio Constitution, and particularly Section 2i of Article VIII thereof.

Section 2i of Article VIII, Ohio Constitution, provides in relevant part that the Ohio General Assembly may authorize the issuance of revenue obligations and other obligations for capital improvements for state supported and state assisted institutions of higher education, which obligations may be secured by a pledge under law of all or such portion as the General Assembly authorizes of receipts of such institutions. The section further provides that the owners or holders of such obligations are not given the right to have excises or taxes levied by the General Assembly for the payment of principal or interest.

Sections 3345.11 and 3345.12, Ohio Revised Code, implement such constitutional authority. These sections authorize the issuance by the University of these General Receipts Bonds to pay all or part of the costs of "auxiliary facilities" (referred to as "University Facilities" in the General Bond Resolution) and to refund obligations previously issued for such purpose. Section 3345.12, Ohio Revised Code, authorizes the pledge to such Bonds of all such part of the "available receipts" of the University as the University determines in the Bond proceedings (referred to as "General Receipts" in the General Bond Resolution), and expressly provides that the pledge thereof and lien thereon may be made prior to all other expenses, claims, or payments except any prior pledges thereof.

## **"GENERAL RECEIPTS" PLEDGED TO BOND SECURITY**

The General Receipts pledged by the General Bond Resolution to the security of the Bonds include virtually all the receipts of the University, excepting only receipts (such as state appropriations) expressly excluded by law and subject only to prior pledges in connection with previously undertaken revenue bond financing of housing facilities and certain dining hall and other auxiliary facilities.

12      The General Receipts are defined in Section 1 of the General Bond Resolution and consist of all moneys received by the University including but not limited to all gross fees, charges, receipts and income from all or any part of the students (whether designated as tuition, instructional fees, tuition surcharges, general fees, activity fees, health fees, or other special purpose fees, or otherwise designated); all gross income, revenues and receipts from the operation, ownership, or control of University Facilities (defined in Section 1 of the General Bond Resolution); all grants, gifts, donations and pledges and receipts therefrom, except to the extent restricted in purpose so as not to be available for Bond service charges; and bond and note proceeds to the extent and as allocated to Bond service charges under any proceedings authorizing any such obligations.

Exclusions from General Receipts so pledged are limited to those few required by statute or in connection with prior pledges to revenue bonds of the University, and consist only of: moneys raised by taxation and state appropriations until and

unless the pledge thereof to the payment of Bond service charges is authorized by law and is made by a Supplemental Trust Agreement approved by the Board; restricted grants, gifts, donations and pledges; and any special fee that might be required to be charged pursuant to Section 154.21(D), Ohio Revised Code.

With respect to revenue bonds under existing bond resolutions and a trust agreement of the University, and related prior pledges thereunder, there are also excluded from General Receipts, so long as any of such respective revenue bonds are outstanding, those receipts pertaining to dormitory facilities which are presently pledged under the January 1, 1962 Trust Agreement with The City National Bank and Trust Company of Columbus, Columbus, Ohio, and supplements thereto, but only so long as any dormitory revenue bonds of the University heretofore or hereafter issued are outstanding thereunder, except that the surplus amounts resulting from any such receipts which are available for any lawful purpose of the University pursuant to said trust agreement and supplements thereto and are released from the pledge thereof shall nevertheless be included in General Receipts. Any receipts of the University which it may at any time lawfully pledge to the security of the Bonds may be included, or confirmed to be included in General Receipts by Supplemental Trust Agreement approved by the Board.

Reference is made to the case of Tishman Athens, Inc. and Bromley Hall, Limited v. The President and Trustees of the Ohio University, et. al. (Case No. 26076, Court of Common Pleas, Athens County, Ohio) in which the plaintiffs request a permanent injunction requiring the University to permit all students, if they so choose, to reside at Bromley Hall, a private student dormitory. The parietal rules of the University require all freshmen and sophomore students to reside in University owned housing. Such injunction, if granted, would have no material affect upon the amount of general receipts available for debt service on General Receipts Bonds of the University.

Upon receipt thereof by the University the General Receipts are, pursuant to Section 3345.12, Ohio Revised Code, immediately subject to the lien of the pledge thereof made by the General Bond Resolution, and the lien of such pledge is valid against all parties having claims of any kind, regardless of notice, and creates a perfected security interest without necessity for prior separation, physical delivery, filing or recording or further act by the University.

The following schedule indicates respective minimum amounts of "General Receipts" of the University, as defined in Section 1 of the General Bond Resolution and discussed above, in the below-indicated fiscal years ending on June 30:

#### GENERAL RECEIPTS SUMMARY

	1968	1969	1970	1971	1972(1)
Student Fees*	\$12,294,897	\$14,013,129	\$17,596,305	\$19,211,016	\$21,782,929
Public Service					
Income	439,298	460,355	457,625	485,172	460,000
Auxiliary					
Enterprises (2)	1,012,075	1,436,887	1,620,010	2,100,748	2,006,043
Other General					
Income (3)	1,153,585	1,675,086	1,487,915	1,382,050	1,193,086
<b>TOTAL</b>	<b>\$14,899,855</b>	<b>\$17,585,457</b>	<b>\$21,161,855</b>	<b>\$23,178,986</b>	<b>\$25,442,058</b>

\*Fees include: Instructional, Tuition Surcharge, General and all other, less amount of Facilities Fee Pledge.

(1) Estimated totals at June 30, 1972; includes \$30 per quarter Instructional Fee increase.

(2) Excludes receipts from the dormitory facilities to the extent that they are excluded from the definition of "General Receipts" by the General Bond Resolution.

(3) Includes gifts, grants, investment income, departmental sales and other miscellaneous receipts.

# BOND SERVICE CHARGES

## SERIES 1972 BONDS

(Assumed Rate Table)

The table below illustrates the estimated principal and interest requirements for the Series 1972 Bonds, based on an assumed interest of 5.75%, and the related estimated payments necessary to fund the Required Reserve.

Fiscal Year Ending	Principal	Interest	Total	Required Reserve
1973.....	\$ -0-	\$1,420,250.....	\$1,420,250.....	\$435,000
1974.....	-0-	1,420,250.....	1,420,250.....	435,000
1975.....	175,000.....	1,415,219.....	1,590,219.....	265,000
1976.....	180,000.....	1,405,012.....	1,585,012.....	265,000
1977.....	190,000.....	1,394,375.....	1,584,375.....	266,575
1978.....	200,000.....	1,383,162.....	1,583,162	
1979.....	215,000.....	1,371,231.....	1,586,231	
1980.....	230,000.....	1,358,438.....	1,588,438	
1981.....	245,000.....	1,344,781.....	1,589,781	
1982.....	260,000.....	1,330,262.....	1,590,262	
1983.....	275,000.....	1,314,881.....	1,589,881	
1984.....	295,000.....	1,298,494.....	1,593,494	
1985.....	315,000.....	1,280,956.....	1,595,956	
1986.....	335,000.....	1,262,269.....	1,597,269	
1987.....	355,000.....	1,242,431.....	1,597,431	
1988.....	375,000.....	1,221,444.....	1,596,444	
1989.....	400,000.....	1,199,162.....	1,599,162	
1990.....	425,000.....	1,175,443.....	1,600,443	
1991.....	450,000.....	1,150,288.....	1,600,288	
1992.....	480,000.....	1,123,550.....	1,603,550	
1993.....	510,000.....	1,095,088.....	1,605,088	
1994.....	540,000.....	1,064,900.....	1,604,900	
1995.....	575,000.....	1,032,844.....	1,607,844	
1996.....	610,000.....	998,775.....	1,608,775	
1997.....	650,000.....	962,550.....	1,612,550	
1998.....	690,000.....	924,025.....	1,614,025	
1999.....	735,000.....	883,056.....	1,618,056	
2000.....	780,000.....	839,500.....	1,619,500	
2001.....	830,000.....	793,213.....	1,623,213	
2002.....	880,000.....	744,050.....	1,624,050	
2003.....	940,000.....	691,725.....	1,631,725	
2004.....	1,000,000.....	635,950.....	1,635,950	
2005.....	1,060,000.....	576,725.....	1,636,725	
2006.....	1,125,000.....	513,906.....	1,638,906	
2007.....	1,195,000.....	447,206.....	1,642,206	
2008.....	1,265,000.....	376,481.....	1,641,481	
2009.....	1,345,000.....	301,444.....	1,646,444	
2010.....	1,430,000.....	221,663.....	1,651,663	
2011.....	1,520,000.....	136,850.....	1,656,850	
2012.....	1,620,000.....	46,575.....	1,666,575	

Estimated Reserve Requirements are based upon the highest annual principal and interest needs on the Series 1972 Bonds, \$1,666,575. The procedure followed meets the requirements of the General Bond Resolution (Section 7) and is designed to keep the total charges for principal, interest and reserve at a relatively constant level during the funding of the reserve.



## OTHER OUTSTANDING BONDS

The University has previously issued revenue bonds as described in this section. It is necessary to emphasize, however, that such bonds have no claim upon the General Receipts which are pledged to the General Receipts Bonds, Series 1972, about which this Official Statement pertains. Information concerning the previous issues is presented herewith merely to present a complete picture of the University's financial standing. Surplus funds of receipts pledged to such prior bonds which are available for any lawful purpose of the University and which are released from the prior pledges, are, however, included in General Receipts.

Housing and Dining Revenue Bonds outstanding as of June 30, 1971, include the following issues:

*Series A, issued January 1962*, provided for a married student apartment complex. Principal outstanding, \$510,000 at 2 $\frac{7}{8}$ %.

*Series B, issued January 1964*, funded three dormitories. Range of interest rates on \$2,847,000 outstanding is 3 $\frac{1}{4}$ % to 3 $\frac{1}{2}$ %.

*Series C and D, issued January 1965*, financed two dormitories, with \$3,115,000 outstanding at 3 $\frac{1}{4}$ % to 3.4%.

*Series E, issued January 1967*, provided for three additional dormitories. An interest rate of 3 $\frac{5}{8}$ % exists on \$2,929,000 outstanding.

*Series F, issued January 1965*, refunded a dormitory complex financed through three separate state agencies. \$5,810,000 is outstanding at 3% to 3 $\frac{1}{2}$ %.

*Series G and H, issued October 1968*, funded five dormitories and a dining hall, with \$8,560,000 outstanding at rates from 3% to 5 $\frac{1}{2}$ %.

The University also has \$6,300,000 outstanding in Convocation Center Notes, issued originally in 1966. Current one year interim financing was obtained at 3.7%. These notes are payable from allocations from the General Fee portion of student fees. Pledged is \$10 per student per quarter of the \$50 quarterly General Fee. Said pledge will remain the same when the notes are funded, and has been, and will continue to be, deducted from income considered General Receipts, until such time as the obligation is cleared. The following table sets forth the total debt service requirements on these outstanding issues:

### OTHER OUTSTANDING BONDS—DORMITORY AND DINING

Fiscal Year Ending	Total Principal and Interest Series A-H	Fiscal Year Ending	Total Principal and Interest Series A-H
1972	\$1,496,207	1990	\$1,121,227
1973	1,474,876	1991	1,091,113
1974	1,493,517	1992	1,076,090
1975	1,480,711	1993	1,070,718
1976	1,467,577	1994	1,066,468
1977	1,446,083	1995	949,497
1978	1,482,530	1996	935,565
1979	1,476,729	1997	943,207
1980	1,480,220	1998	937,637
1981	1,482,711	1999	941,263
1982	1,266,050	2000	935,704
1983	1,217,683	2001	911,263
1984	1,175,240	2002	824,365
1985	1,153,417	2003	585,414
1986	1,143,495	2004	484,676
1987	1,151,164	2005	428,810
1988	1,137,737	2006	433,230
1989	1,133,947	2007	426,860

NOTE: \$6.3 million in interim notes are outstanding. As of May 17, 1972, those notes will be refinanced for one year, value \$6,125,000. The pledge on these notes is about \$500,000 per year in the form of a student Facilities Fee Pledge. This amount has been deducted in the computation of "General Receipts" as explained above, but has not been included in the table.

## **COVENANT AS TO SUFFICIENCY OF GENERAL RECEIPTS**

The Bonds are further secured by the covenant in Section 2(c) of the General Bond Resolution that the University will fix, make, adjust and collect fees, rates, rentals and charges and other items of General Receipts as will produce at all times General Receipts sufficient (1) to pay Bond service charges when due, (2) to establish and maintain the Required Reserve, and (3) together with other moneys lawfully available therefor, to pay all costs and expenses required to be paid under the Bond proceedings and all other costs and expenses for the proper maintenance and successful and continuous operation of the University.

### **BOND PLEDGE FUND UNIVERSITY BUDGETING REQUIREMENTS**

The General Receipts Bond Pledge Fund (the "Bond Pledge Fund"), established by Section 5 of the General Bond Resolution, is a special trust fund pledged to the security of the Bonds, to be held by the University, separate and apart from its other funds, on deposit in qualified banks or invested in eligible investments. General Receipts are required to be deposited by the University in the Bond Pledge Fund, based on budgeting requirements, and payments are made from the Bond Pledge Fund to the Accounts in the Bond Service Fund held by the Trustee for payment of Bond service charges and for establishing and maintaining the Required Reserve, as discussed below.

In Section 5 of the General Bond Resolution the University covenants that it will include in its budget for each fiscal year the amounts required to be made available for Bond service charges and toward the Required Reserve during that year. The budgeted amounts from various sources of General Receipts must, in the aggregate, at all times be sufficient in amounts and times of collection to meet all payments required to be made into the Bond Service Fund. Such budgets can, and must, be revised from time to time during a fiscal year to reflect any changes necessary to achieve such requirements.

The University is required to pay into the Bond Pledge Fund, promptly following the major collection of fees and charges for each academic term (with the permitted exception of the summer term, but without excepting such collection from pledged General Receipts) appropriate portions of such collections in accordance with such budgets. That is, the University must, at least three times a year so long as on the quarter system, pay to the Bond Pledge Fund, from the gross General Receipts in accordance with the budgets, amounts that will ensure timely payment of Bond service charges and the Required Reserve requirements during that year. Such payments into the Bond Pledge Fund must in any event result in balances therein during the then current fiscal year at least sufficient in time and amount to make all payments required to be made in that fiscal year to the Bond Service Fund. No further payments to the Bond Pledge Fund need be made in a fiscal year when the balance in such Fund is sufficient to make all Bond Service Fund payments for that fiscal year.

As stated in Section 5 of the General Bond Resolution: "The provisions of this Section (for the Bond Pledge Fund and budgeted payments thereto) are intended to further assure that the payments will be made into the Bond Service Fund at the times and in the amounts required, and nothing in this Section shall be deemed to limit or modify in any way the pledge of and lien on all General Receipts as provided in Section 2 hereof nor to restrict the University to any particular source of General Receipts for meeting its obligations under the Bond proceedings."

## **BOND SERVICE FUND, ACCOUNTS THEREIN AND PAYMENTS THERE TO**

### **ACCOUNTS**

The General Receipts Bond Service Fund (the "Bond Service Fund") is held by the Trustee, and the moneys and investments therein are pledged to and are to be applied exclusively to the payment of Bond service charges. The General Bond Resolution establishes three Accounts in this Fund—the Bond Service Account, the Bond Service Reserve Account and the Bond Purchase and Redemption Account. The primary source of payments to the accounts in the Bond Service Fund is the Bond Pledge Fund, discussed above.

**Bond Service Account.** The current Bond service charges are to be paid from moneys in the Bond Service Account. The Trustee will apply such moneys and will timely transmit appropriate amounts to other paying agents to meet payments of Bond service charges as they fall due.

**Bond Service Reserve Account.** The General Bond Resolution requires the establishment in the Bond Service Reserve Account of a "Required Reserve" in an amount equal to the highest annual Bond service charges falling due in any subsequent fiscal year on all outstanding Bonds. If there is ever any insufficiency in the Bond Service Account to pay Bond service charges then due, the Trustee will immediately transfer necessary amounts from the Reserve Account to the Bond Service Account. Any resulting deficiency in the Reserve Account must be made up by the University, from the Bond Pledge Fund and General Receipts, within 120 days after the end of the fiscal year. Any amount in the Reserve Account in excess of the Required Reserve may be transferred to the Bond Service Account or to the Bond Redemption and Purchase Account.

**Bond Redemption and Purchase Account.** In this Account will be held the proceeds of any refunding Bonds; any surplus over Required Reserve transferred to this Account from the Bond Service Reserve Account; and any other amounts made available by the University for the purpose of this Account. Moneys in this Account, at the University's direction, may be used to purchase for cancellation and to redeem any Bonds, and may be transferred to the Bond Service Account or to the Bond Service Reserve Account.

## **TRUST AGREEMENT AND SUPPLEMENTAL TRUST AGREEMENTS**

All General Receipt Bonds will be issued pursuant to and secured by the Trust Agreement (attached document). In addition to provisions to the General Bond Resolution, which constitutes part of the Trust Agreement, the Trust Agreement will contain provisions, among others, as to authentication, registration, exchange, replacement and redemption of Bonds; remedies on default; duties of the Trustee, successor trustees and paying agents; supplemental trust agreements; and defeasance. Certain provisions of the Trust Agreement are summarized below:

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### **EVENTS OF DEFAULT**

Each of the following is declared by the Trust Agreement to be an "Event of Default":

- (a) Failure to pay any interest when due and payable, continued for 30 days;
- (b) Failure to pay the principal of or any redemption premium on any Bond when and as the same becomes due and payable, continued for 30 days;
- (c) Failure to perform or observe duly or punctually any of the covenants, agreements or conditions contained in the Bonds or Trust Agreement, continued

for 90 days after written notice thereof to the University. Such notice may be given by the Trustee in its discretion, and shall be given by the Trustee on the written request of the holders of not less than 10% in principal amount of Bonds then outstanding.

## REMEDIES

Upon the happening and continuance of any event of default, the Trustee may, and upon the written request of the holders of not less than 10% of the then outstanding Bonds shall, upon being properly indemnified, take appropriate actions, in equity or at law including, if an event of default in payment of Bond service charges occurs, application to a court for the appointment of a receiver to receive and administer pledged General Receipts, to protect and enforce all the rights of the Trustee and the bondholders under the Trust Agreement. In addition, in the event of the occurrence of any event of default, the Trustee may, and upon the request of the holders of at least 25% of the principal amount of the then outstanding Bonds must, so long as properly indemnified, by appropriate notice to the University declare the principal of all outstanding Bonds, and the accrued interest thereon, immediately due and payable. Further provision is made for the rescission of such last declaration upon the payment of all amounts due, and for waivers in connection with events of default.

Furthermore, the holders of two-thirds in principal amount of outstanding Bonds, shall, in accordance with the terms of the Trust Agreement, have the right by written instrument delivered to the Trustee to direct the method and place of conducting any and all remedial proceedings under the Trust Agreement.

Section 3345.12, Ohio Revised Code, establishes the duties of the University, the Board and their members, officers and employees under the Bond proceedings as duties enforceable by mandamus, and a covenant to that effect is contained in the General Bond Resolution.

## SUPPLEMENTAL TRUST AGREEMENTS; MODIFICATIONS

Any Supplemental Trust Agreement, except those described in the next paragraph, amending, adding to or rescinding, in any particular, any of the terms or provisions of the Trust Agreement will require the consent and approval of the holders of not less than two-thirds in aggregate principal amount of the Bonds then outstanding (excluding Bonds, if any, owned by the University), except that (1) an extension of the maturity of any Bond's principal or interest, or a reduction in its principal amount or the rate of interest or redemption premium thereon, or a reduction in the amount or extension of the time of any payment required by any mandatory sinking fund requirements, shall require the consent of the holder of any affected Bond, and (2) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Trust Agreement shall require the consent of the holders of all of the Bonds then outstanding.

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The University and the Trustee may, however, without bondholder consent or notice, enter into Supplemental Trust Agreements as shall not, in the opinion of the University and the Trustee, be inconsistent with the terms and provisions of the Trust Agreement, to cure ambiguity, inconsistency or formal defect or omission in the Trust Agreement; to grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the bondholders or the Trustee; to subject additional revenues or receipts to the lien and pledge of the Trust Agreement; to add University covenants and agreements thereafter to be observed for the protection of the bondholders, or to surrender or limit any right, power or authority reserved to or conferred upon the University in the Trust Agreement; to evidence any succession to the University and the assumption by such successor of the University's covenants and agreements in the Trust Agreement and the Bonds; and in connection with the issuance of additional Bonds in accordance with the General Bond Resolution.

## ADDITIONAL BONDS

Additional General Receipts Bonds, as the same may from time to time be authorized by Series Resolutions, are issuable on a parity with the Series 1972 Bonds pursuant to the General Bond Resolution, without limitation as to amount except as provided in the General Bond Resolution or as may hereafter be provided by law.

Section 13 of the General Bond Resolution sets as the basic financial test for the issuance of additional Bonds the requirement that the actual General Receipts during each of the two preceding fiscal years were at least equal to two times the maximum Bond service charges required to be paid in any subsequent fiscal year on all Bonds to be outstanding upon the delivery of the additional Bonds. For purposes of such computation, historic General Receipts and future Bond service charges are subject only to the adjustments set forth in Section 13 of the General Bond Resolution, none of which rely on estimates.

Among other conditions to be met for issuance of additional Bonds are that the University is not in default, and as a result of the authentication and delivery of such additional Bonds will not be in default, of any of its covenants or obligations under the Trust Agreement, and that other requirements provided in the Trust Agreement (such as appropriate opinions by counsel concerning the validity of the Bond proceedings) for such issuance have been met.

## REPORTS AND RECORDS

Annual reports, and records inspection, are covered by covenants in the General Bond Resolution that annual fiscal year financial reports shall be timely submitted to the Trustee, to the designated Original Purchasers of each series of Bonds, and to any bondholders requesting the same; that upon request of the Trustee the University will make available a copy of any reports concerning the University prepared by the official State auditing agency; and that the Trustee, each Original Purchaser, and the holders of 25% or more in principal amount of all outstanding Bonds shall have the right, themselves or by a public accounting firm or other authorized representative, to inspect and audit books, records and accounts of the University relating to the Bond Service Fund and the Bond Pledge Fund.

## MISCELLANEOUS

The quotations herein from, and summaries and explanations of, the provisions of the Constitution of Ohio, the Ohio Revised Code, the General Bond Resolution, the Series 1972 Resolution, the Bonds and the Trust Agreement and the First Supplemental Trust Agreement referred to herein, do not purport to be complete except for the General Bond Resolution (attached) and Series 1972 Resolution, appended hereto as Exhibit A, and reference is made to the pertinent provisions of said Constitution, Revised Code, and such documents for full and complete statements of their provisions. Any statements in this Official Statement involving matters of estimate or opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the University and the purchasers or holders of any of the General Receipts Bonds.

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OHIO UNIVERSITY  
John F. Milar  
*Vice President and Treasurer*

March 27, 1972

## EXHIBIT A

### FIRST SUPPLEMENTAL TRUST AGREEMENT AND SERIES 1972 RESOLUTION

Pertaining to OHIO UNIVERSITY  
\$24,700,000 GENERAL RECEIPTS BONDS, SERIES 1972

This First Supplemental Trust Agreement, dated as of the first day of June, 1972 (hereinafter called the "Supplement"), by and between The President and Trustees of The Ohio University and its Board of Trustees (hereinafter collectively called the "University"), a state university of the State of Ohio created and existing under and by virtue of Chapter 3337 of the Ohio Revised Code, and The Ohio National Bank of Columbus, a bank organized and existing under and by virtue of the laws of the United States of America and duly authorized to exercise corporate trust powers in the State of Ohio, with its principal place of business located in Columbus, Ohio (hereinafter, with any successor, called the "Trustee"), as Trustee under the Trust Agreement hereinafter mentioned.

#### WITNESSETH:

WHEREAS, the University, pursuant to the General Bond Resolution adopted by its Board of Trustees (hereinafter called the "Board") on April 14, 1972, has entered into a Trust Agreement dated as of June 1, 1972 (of which the General Bond Resolution constitutes a part) with the Trustee providing for the issuance from time to time of General Receipts Bonds of the University, with each such issue to be authorized by a Series Resolution adopted by the Board pursuant thereto, which Series Resolution shall authorize a Supplemental Trust Agreement, supplementing such Trust Agreement, pertaining to such issue of Bonds; and

WHEREAS, the Board adopted on April 14, 1972, the Series Resolution, designated and hereinafter referred to as the "Series 1972 Resolution", providing for the herein described Series 1972 Bonds and this Supplement, which Series 1972 Resolution is incorporated herein, constituting an integral part of this Supplement, and provides, in its entirety, as follows:

#### SERIES 1972 RESOLUTION

*Providing for the authorization, issuance and sale of \$24,700,000  
General Receipts Bonds, Series 1972, of The President and Trustees  
of The Ohio University, dated as of June 1, 1972.*

WHEREAS, The President and Trustees of The Ohio University (herein called the "University"), a state university of the State of Ohio created and existing under Chapter 3337 of the Ohio Revised Code, by resolution adopted by its Board of Trustees (herein called the "Board") April 14, 1972 (herein called the "General Bond Resolution") and by a Trust Agreement dated as of June 1, 1972 (herein called the "Trust Agreement"), comprised in part of the General Bond Resolution, has provided for the issuance from time to time of General Receipts Bonds of the University, with each such issue to be authorized by a Series Resolution adopted by the Board pursuant thereto; and

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WHEREAS, the General Bond Resolution was adopted and the Trust Agreement was authorized by the Board pursuant to Sections 3345.11 and 3345.12 of the Ohio Revised Code, enacted by the General Assembly of Ohio under authority of the Constitution of Ohio, particularly Section 2i of Article VIII thereof, which authorizes the University to issue its Bonds to pay costs of certain capital facilities, defined as "auxiliary facilities" in Section 3345.12 of the Ohio Revised Code and called "University Facilities" in the General Bond Resolution and in this Series Resolution, and to refund, fund or retire such Bonds or other obligations previously issued for such purpose; and

WHEREAS, the University has previously determined, and does hereby confirm, that it has been necessary to construct, equip and furnish certain University Facilities, herein collectively called the "Series 1972 University Facilities Projects" or "Projects", and being fifteen new student dormitories and a dining hall in the South Green Dormitory Development housing 1734 students, thirteen married stu-

dent apartment buildings housing 193 families and a utility building in the East Mill Street area, and appurtenant laundry and commissary facilities, being on lands owned by the University or the State of Ohio for the benefit of the University on or in proximity to the University Campus, the costs of which are \$24,700,000; and

WHEREAS, bond anticipation notes designated Ohio University Housing and Dining Revenue Notes of 1967, Series I and J, dated September 15, 1971, presently outstanding in the aggregate amount of \$24,800,000, have been issued to pay the costs of the aforesaid Projects; and

WHEREAS, the aforesaid Projects are substantially complete and it is necessary to issue Bonds to retire the above notes; and

WHEREAS, pursuant to the foregoing, the University has determined to issue, as the first issue of Bonds under the Trust Agreement, \$24,700,000 principal amount of General Receipts Bonds, to be designated General Receipts Bonds, Series 1972, to pay the costs of the Series 1972 University Facilities Projects and to retire the aforesaid notes, and desires to provide therefor by this Resolution of its Board;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PRESIDENT AND TRUSTEES OF THE OHIO UNIVERSITY, as follows:

**Section 1. Definitions and Interpretations.** All words and terms defined in Section 1 of the General Bond Resolution and all interpretations therein provided shall have the same meanings, respectively, and be subject to the same interpretations as therein provided where used in this Resolution, unless the context or use clearly indicates another or different meaning or intent, except that this Resolution, together with the Certificate of Award provided for in Section 5 hereof, is sometimes herein called and may be known as the "Series 1972 Resolution", the Bonds authorized by this Resolution are referred to herein and in the First Supplemental Trust Agreement hereby authorized as the "Series 1972 Bonds", and the terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, mean this Resolution. As used in this Resolution the terms "Series 1972 University Facilities Projects" and "Projects" shall have the respective meanings provided for them in the preambles hereto; and "Outstanding Notes" shall mean, collectively, the notes designated Housing and Dining Revenue Notes of 1967, Series I and J, referred to in the preambles hereto.

**Section 2. Authority.** This Resolution is adopted pursuant to the General Bond Resolution, the Trust Agreement, and the Act.

**Section 3. Authorization, Designation and Purpose of Series 1972 Bonds.** It is hereby declared to be necessary to, and the University shall, issue, sell and deliver, as provided and authorized herein, \$24,700,000 principal amount of General Receipts Bonds of the University, which shall be designated "General Receipts Bonds, Series 1972", for the purpose of paying part of the costs of the University Facilities that comprise the Series 1972 University Facilities Projects and to retire obligations previously issued for such purpose. For such purpose, the proceeds from the sale of the Series 1972 Bonds shall be allocated and deposited as provided in Section 6 hereof.

**Section 4. Terms and Provisions Applicable to the Series 1972 Bonds.**

(a) *Form and Numbering.* The Series 1972 Bonds shall be issued initially in the form of coupon Bonds registrable as to principal only or of fully registered Bonds as requested by the Original Purchaser thereof, shall be exchangeable for Series 1972 Bonds in coupon form or fully registered form as provided in the Trust Agreement, and shall be numbered as determined by the Fiscal Officer.

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(b) *Denomination and Dates.* The Series 1972 Bonds in coupon form shall be in the denomination of \$5,000 each, and shall be dated as of June 1, 1972. The Series 1972 Bonds in fully registered form shall be in the denomination of \$5,000 and any multiple thereof authorized by the Trust Agreement, and shall be dated as of the date of Series 1972 Bonds in coupon form if authenticated prior to the first interest payment date, and otherwise shall be dated as of the last interest payment date preceding the date of their authentication except that if authenticated on an interest payment date they shall be dated as of such date of authentication; provided that if at the time of authentication, interest thereon is in default, they shall be dated as of the date to which interest has been paid. Each Series 1972 Bond shall have only one principal maturity date, except for interim certificates or receipts which may be issued pending preparation of definite Bonds.

(c) *Interest.* The Series 1972 Bonds shall bear interest from their respective dates payable semiannually on June 1 and December 1, beginning December 1, 1972, at the respective rates per annum set forth in the Certificate of Award provided for in Section 5 hereof.

(d) *Maturities.* The Series 1972 Bonds shall mature on December 1 in the years and in the principal amount set opposite the year as follows:

Maturity Date December 1	Principal Amount	Maturity Date December 1	Principal Amount
1974.....	\$175,000	1993.....	\$ 540,000
1975.....	180,000	1994.....	575,000
1976.....	190,000	1995.....	610,000
1977.....	200,000	1996.....	650,000
1978.....	215,000	1997.....	690,000
1979.....	230,000	1998.....	735,000
1980.....	245,000	1999.....	780,000
1981.....	260,000	2000.....	830,000
1982.....	275,000	2001.....	880,000
1983.....	295,000	2002.....	940,000
1984.....	315,000	2003.....	1,000,000
1985.....	335,000	2004.....	1,060,000
1986.....	355,000	2005.....	1,125,000
1987.....	375,000	2006.....	1,195,000
1988.....	400,000	2007.....	1,265,000
1989.....	425,000	2008.....	1,345,000
1990.....	450,000	2009.....	1,430,000
1991.....	480,000	2010.....	1,520,000
1992.....	510,000	2011.....	1,620,000

(e) *Redemption Terms and Prices.* The Series 1972 Bonds maturing on or before December 1, 1983, are not subject to redemption. Series 1972 Bonds maturing on or after December 1, 2009, are subject to call for redemption prior to maturity at the option of the Board in whole or in part and in inverse numerical order on any interest payment date at par and accrued interest to the date of redemption. Series 1972 Bonds maturing after December 1, 1983, are subject to call for redemption prior to maturity in whole or in part and in inverse numerical order at the option of the Board of Trustees on June 1, 1984, or on any interest payment date thereafter at par and accrued interest to the date of redemption plus redemption premiums as follows:

3% if redeemed June 1, 1984 through December 1, 1988, inclusive,  
2½% if redeemed June 1, 1989 through December 1, 1993, inclusive,  
2% if redeemed June 1, 1994 through December 1, 1998, inclusive,  
1½% if redeemed June 1, 1999 through December 1, 2003, inclusive,  
1% if redeemed June 1, 2004 through December 1, 2008.

Series 1972 Bonds maturing December 1, 2008 are entitled to priority of redemption over all other redeemable Series 1972 Bonds.

Notice of call for redemption of Series 1972 Bonds shall be given in the manner provided in the Trust Agreement.

(f) *Place of Payment and Paying Agents.* The principal, interest and redemption premium on the Series 1972 Bonds in coupon form, other than principal of or any redemption premium on coupon bonds registered as to principal, shall be payable at the office of the Trustee, or, at the option of the holder, at the office of the alternate Paying Agent designated pursuant to Section 5 hereof. The principal of and any redemption premium on registered Series 1972 Bonds shall be payable at the office of the Trustee and the interest on fully registered Series 1972 Bonds shall be payable by check or draft, as provided in the Trust Agreement.

(g) *Execution.* The Series 1972 Bonds and the coupons pertaining thereto shall be executed in the manner provided in the General Bond Resolution.

#### Section 5. Sale of Series 1972 Bonds.

(a) *General.* The Series 1972 Bonds shall be offered for sale, by advertisement, to the highest bidder based on the lowest interest cost determined as hereafter described, at such time, in such manner and on such terms as determined by the Fiscal Officer of the University, and may be awarded by said Fiscal Officer as provided in this section.



(b) *Notice of Sale and Official Statement.* Notice of Sale of the Series 1972 Bonds, over the name of the Fiscal Officer on behalf of the University, shall be given in such manner determined by the Fiscal Officer, provided that such notice shall be published at least once, not less than ten calendar days before the date for receipt of bids, in The Daily Bond Buyer. Such Notice of Sale shall set forth the terms pertaining to the bids and other terms and conditions of the sale of the Series 1972 Bonds as the Fiscal Officer shall determine, provided that the purchase price therefor shall not be less than par plus accrued interest. The Fiscal Officer may also cause to be prepared and printed and shall sign an official statement of the University setting forth appropriate information pertaining to the University and to the Series 1972 Bonds, in sufficient number for distribution to prospective bidders.

(c) *Award.* Unless all bids are rejected, the Fiscal Officer, acting on behalf of the University, shall award the Series 1972 Bonds to the highest bidder therefor based on the lowest interest cost to absolute maturity, such lowest interest cost to be determined by taking the aggregate amount of interest to the several maturity dates of the Series 1972 Bonds at the rate or rates specified and, if a premium is offered, by deducting therefrom the amount of such premium. The cost of printing the Series 1972 Bonds, and the costs of the alternate Paying Agent designated therefor, shall not be considered in determining the lowest interest cost. Such award shall be made by a certificate of the Fiscal Officer, herein called the "Certificate of Award", which shall identify the successful bidder (called "Original Purchaser" in this Resolution and the Trust Agreement), the interest rate or rates, and such other data or provisions as the Fiscal Officer determines consistent with this Resolution and the Trust Agreement. The Certificate of Award shall be incorporated in and form a part of the Supplemental Trust Agreement authorized by Section 10 hereof.

(d) *Selection of Alternate Paying Agent.* The Original Purchaser of the 1972 Bonds may designate a Paying Agent for the Series 1972 Bonds, to be a Paying Agent in addition to the Trustee, subject to approval by the Fiscal Officer. Such Paying Agent shall be a bank or trust company organized and existing under the laws of the United States or the State of Illinois or the State of New York, with its principal corporate trust office in the City of Chicago and State of Illinois or in the Borough of Manhattan and City and State of New York, having, at the time of the appointment, a combined capital and surplus of at least \$50,000,000. The said Original Purchaser shall exercise its option to designate an alternate Paying Agent in accordance with this section in a writing, accompanied by accurate schedules of fees proposed to be charged by such Paying Agent for its services, filed with the Fiscal Officer within two business days after award of the Series 1972 Bonds. If the Fiscal Officer, in his discretion, disapproves any such selection he shall immediately notify the Original Purchaser and the latter shall have two business days thereafter to make a substitute designation in a writing, accompanied by the aforesaid accurate schedules of fees, filed with the Fiscal Officer. If the said Original Purchaser does not file such designation within the time required, or if any such second designation is unacceptable to the Fiscal Officer, the Fiscal Officer shall designate such alternate Paying Agent as is required hereby, and for such purpose may, in his discretion, consult with the said Original Purchaser. The Paying Agent so approved or designated by the Fiscal Officer shall be identified in a certificate signed by him which shall be incorporated in and form a part of the Supplemental Trust Agreement authorized by Section 10 hereof, unless the identification of such Paying Agent shall have been made in the Certificate of Award provided for in paragraph (c) above.

**Section 6. Allocation of Proceeds of Series 1972 Bonds.** All of the proceeds from the sale of the Series 1972 Bonds shall be received and receipted by the Fiscal Officer, and shall be allocated, deposited and credited as follows:

(a) To the Bond Service Account in the General Receipts Bond Service Fund, the portion of such proceeds representing accrued interest and premium, if any;

(b) To the 1972 University Facilities Projects Construction Fund (hereinafter called the "1972 Construction Fund") hereby established, the balance of the proceeds from the sale of the Series 1972 Bonds; provided, however, appropriate portions of the proceeds may, instead of such deposit to the 1972 Construction Fund, be paid at the option of the University directly to the obligees of the University, or to the University for prompt payment to such obligees, in the amounts necessary to retire the Outstanding Notes.

Any unexpended proceeds from the Outstanding Notes shall be deposited to

the credit of the 1972 Construction Fund, and applied to the purpose for which issued, except to the extent applied to retire the Outstanding Notes and to pay interest thereon.

The 1972 Construction Fund hereby established shall be held by the University in a separate deposit account or accounts (except when invested as hereinafter provided) set up in a bank or banks that are members of the Federal Deposit Insurance Corporation, and used to pay costs of the Series 1972 University Facilities Projects that constitute "costs of University Facilities" as defined in the General Bond Resolution (herein called "Series 1972 Projects Costs") and to retire the Outstanding Notes.

The Fiscal Officer shall apply the 1972 Construction Fund pursuant to the provisions of this Section 6 to the paying of the Series 1972 Projects Costs. Any payment to be made with respect to an obligation under a construction contract relating to the Projects shall be made only upon certification by a qualified architect or engineer that such payment is due under such contract. The moneys to the credit of the 1972 Construction Fund shall, pending application thereof as above set forth, be subject to a lien and charge in favor of the holders of the Series 1972 Bonds, and the University covenants that it will not cause or permit to be paid from said Fund any funds except in compliance with the provisions of this Resolution and the Trust Agreement.

Moneys on deposit in the 1972 Construction Fund may be invested by or at the direction of the Fiscal Officer in eligible investments, as defined in the General Bond Resolution, maturing or redeemable at the option of the holder prior to the time needed for the purposes hereof. Such investments and the proceeds of sale thereof shall constitute part of the 1972 Construction Fund, and earnings from any such investments shall be deposited in said Fund. The said investments may be sold, exchanged or collected from time to time by or at the direction of the Fiscal Officer.

Any balance remaining in the 1972 Construction Fund after payment of costs described in this section shall be promptly transferred to the Bond Service Reserve Account in the Bond Service Fund.

**Section 7. Additional Covenant.** The Projects have been completed and the University hereby finds and determines that encumbrances for and expenditures representing Series 1972 Projects Costs have been made, and that all of the proceeds from the sale of the Series 1972 Bonds will be needed to retire the Outstanding Notes, and hereby directs the appropriate officers to apply such proceeds thereto at the earliest practicable date. The University covenants that in no event shall the proceeds of the Series 1972 Bonds be invested or used in such manner that any of said bonds would be "arbitrage bonds" for purposes of Section 103(d)(1) of the Internal Revenue Code of 1954, as amended.

**Section 8. Funding of Required Reserve.** In accordance with and consistent with clause (2)(i) of Section 7(b) of the General Bond Resolution, the portion of the Required Reserve necessitated by reason of the Series 1972 Bonds, including the interest rates as set forth in the Certificate of Award, shall be funded as provided in this Section 8. At least five business days before each June 1 and December 1, commencing December 1, 1972, the University shall pay over to the Trustee from the Bond Pledge Fund and, if necessary, from any other General Receipts of the University, to the credit of the Bond Service Reserve Account, at least one-tenth of such portion of the Required Reserve. Such payments to the Trustee shall, subject to clause (2)(iii) of Section 7(b) of the General Bond Resolution, continue at the times and in the amounts aforesaid until the aforesaid portion of the Required Reserve is fully funded.

*Chairman*

**Section 9. First Supplemental Trust Agreement.** The ~~Chairman~~ of the Board, the President of the University, the Secretary of the Board, and the Fiscal Officer, or any one or more of them, are authorized and directed to execute, acknowledge and deliver to the Trustee, in the name of and on behalf of the University, a First Supplemental Trust Agreement pursuant to the Trust Agreement and in connection with the issuance of the Series 1972 Bonds, in substantially the form submitted to this Board with such changes therein not substantially adverse to the University as may be permitted by the Act and the Trust Agreement and approved by the officer or officers executing the same on behalf of the University. The approval of such changes, and that such changes are not substantially adverse to the University, shall be conclusively evidenced by the execution of the First Supplemental Trust Agreement by such officer or officers.

*Adopted: April 14, 1972*

## EXHIBIT B

### COMPARATIVE STATEMENT OF CURRENT OPERATING INCOME AND EXPENSES

FOR THE FOUR YEARS ENDED JUNE 30, 1971  
(Including Regional Campuses)

CURRENT INCOME: June 30, 1968 June 30, 1969 June 30, 1970 June 30, 1971

Instruction and General:

Governmental				
Appropriations	\$15,170,088	\$16,774,690	\$18,787,153	\$19,561,048
Student Fees	12,613,617	14,519,898	18,092,736	19,751,781
Dept. Sales and				
Charges	65,362	26,399	21,780	47,414
Recovery of Indirect				
Expenses	304,637	738,867	382,024	398,734
Other	1,578,678	1,676,823	2,059,547	1,919,827
Total Instruction				
and General	\$29,732,382	\$33,736,677	\$39,343,240	\$41,678,804
Organized Research	661,486	1,672,358	814,048	733,432
Public Service	3,889,258	3,648,921	3,266,336	3,037,614
Auxiliary Enterprises	9,674,865	10,273,241	11,003,188	12,867,242
Student Aid	884,788	898,122	1,065,840	1,089,295
Total Current				
Income	<u>\$44,842,779</u>	<u>\$50,229,319</u>	<u>\$55,492,652</u>	<u>\$59,406,387</u>

CURRENT EXPENDITURES:

Instruction and General:

Departmental				
Instruction	\$16,810,041	\$17,638,298	\$20,149,302	\$22,475,507
Instructional Services	1,093,229	986,252	1,130,069	1,125,241
Libraries	1,191,239	1,675,910	1,848,870	2,234,384
Plant Operation and				
Maintenance	3,514,071	3,615,338	4,369,011	5,211,884
Student Services	1,907,459	2,044,900	2,356,862	2,638,035
General Expenses	1,900,790	1,551,541	1,567,064	1,634,760
General				
Administration	1,111,410	2,460,238	2,396,932	2,590,210
Total Instruction				
and General	\$27,528,239	\$29,972,477	\$33,818,110	\$37,910,021
Organized Research	859,371	2,261,640	1,603,424	1,569,869
Public Services	4,152,795	3,906,081	3,434,401	3,174,205
Auxiliary Enterprises	9,941,115	10,759,660	11,547,090	13,155,868
Student Aid	1,572,678	1,668,423	2,047,421	1,924,969
Total Current				
Expenditures	<u>\$44,054,198</u>	<u>\$48,568,281</u>	<u>\$52,450,446</u>	<u>\$57,734,932</u>

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EXCESS OF CURRENT INCOME

Over Current				
Expenditures	\$ 788,581	\$ 1,661,038	\$ 3,042,206	\$ 1,671,455

# EXHIBIT C

LAW OFFICES

## BRICKER, EVATT, BARTON & ECKLER

100 EAST BROAD STREET

COLUMBUS, OHIO 43215

TELEPHONE (614) 221-6651

Dear Sirs:

We have examined the certified transcript of proceedings relating to the authorization and issuance of \$24,700,000 General Receipts Bonds, Series 1972 (herein called the "Series 1972 Bonds"), of The President and Trustees of the Ohio University and its Board of Trustees, Athens, Ohio, a state university of Ohio (herein called the "University"), to pay costs of certain University Facilities consisting of fifteen new student dormitories and a dining hall in the South Green Dormitory Development housing 1734 students, thirteen married student apartment buildings housing 193 families and a utility building in the East Mill Street area, and appurtenant laundry and commissary facilities, being on lands owned by the University or the State of Ohio for the benefit of the University on or in proximity to the University Campus.

The Series 1972 Bonds are issuable in definitive form, either as coupon bonds in the denomination of \$5,000 each registrable as to principal only, or as fully registered bonds without coupons in denominations of \$5,000 and any authorized multiple thereof. Fully registered bonds may be exchanged for coupon bonds and coupon bonds may be exchanged for fully registered bonds as provided in the Trust Agreement described below. The Series 1972 Bonds in coupon form and those originally issued in fully registered form are dated June 1, 1972. The Series 1972 Bonds mature on the first day of December in the years and in the respective principal amounts, and such principal amounts bear interest payable semiannually on December 1, 1972 and on each June 1 and December 1 thereafter at the respective rates, as follows:

Maturity Date December 1	Principal Amount	Maturity Date December 1	Principal Amount
1974.....	\$ 175,000	1993.....	\$ 540,000
1975.....	180,000	1994.....	575,000
1976.....	190,000	1995.....	610,000
1977.....	200,000	1996.....	650,000
1978.....	215,000	1997.....	690,000
1979.....	230,000	1998.....	735,000
1980.....	245,000	1999.....	780,000
1981.....	260,000	2000.....	830,000
1982.....	275,000	2001.....	880,000
1983.....	295,000	2002.....	940,000
1984.....	315,000	2003.....	1,000,000
1985.....	335,000	2004.....	1,060,000
1986.....	355,000	2005.....	1,125,000
1987.....	375,000	2006.....	1,195,000
1988.....	400,000	2007.....	1,265,000
1989.....	425,000	2008.....	1,345,000
1990.....	450,000	2009.....	1,430,000
1991.....	480,000	2010.....	1,520,000
1992.....	510,000	2011.....	1,620,000

The Series 1972 Bonds maturing after December 1, 2008 are subject to call and redemption as a whole, or in part in inverse numerical order on any interest payment date at par and accrued interest to the redemption date. The Series 1972 Bonds maturing after December 1, 1983 are subject to call and redemption, as a whole, or in part in inverse numerical order on or after June 1, 1984, at par and accrued interest to the redemption date, plus redemption premiums of 3% if redeemed June 1, 1984 through December 1, 1988, inclusive; 2½% if redeemed June 1, 1989 through December 1, 1993, inclusive; 2% if redeemed June 1, 1994 through December 1, 1998, inclusive; 1½% if redeemed June 1, 1999 through December 1, 2003, inclusive; and 1% if redeemed June 1, 2004 through December 1, 2008.

The Series 1972 Bonds are issued under and pursuant to Section 2i of Article VIII, Ohio Constitution, Sections 3345.11 and 3345.12 of the Ohio Revised Code, a Trust Agreement and First Supplemental Trust Agreement, both dated as of June 1, 1972, between the University and The Ohio National Bank of Columbus, Columbus, Ohio (herein called the "Trustee"), as Trustee, the General Bond Resolution, comprising part of the said Trust Agreement, and the Series 1972 Resolution and the Certificate of Award, both comprising part of said First Supplemental Trust Agreement.

We have also examined executed counterparts of the aforesaid Trust Agreement and First Supplemental Trust Agreement, the laws under authority of which the Series 1972 Bonds are issued and the said Agreements given, and executed coupon bond No. 72-1 of the Series 1972 Bonds.

From this examination we are of the opinion that the Series 1972 Bonds constitute valid and legally binding obligations of The President and Trustees of the Ohio University and its Board of Trustees, in accordance with the terms and provisions thereof; that the principal thereof and interest thereon, together with the principal of and interest on any additional General Receipts Bonds hereafter issued pursuant to the Trust Agreement (herein, collectively with the Series 1972 Bonds, called the "Bonds"), are payable from and secured by a first pledge of and lien on the Bond Pledge Fund, and the Bond Service Fund, including the Bond Service Account and the Bond Service Reserve Account therein, established by and as provided in the Trust Agreement, and the gross amount of "General Receipts" of the University as defined in the Trust Agreement and subject to the provisions thereof; and that the owners and holders of the Bonds and coupons are given no right to have any excises or taxes levied by the Ohio General Assembly for the payment of the principal thereof or interest thereon.

We are further of the opinion that the Series 1972 Bonds are negotiable instruments and securities, subject to the provisions therein for registration; that under the laws, regulations and judicial decisions existing as of the date of original delivery of the Series 1972 Bonds, the interest thereon is exempt from federal income taxes; and that the Series 1972 Bonds, the transfer thereof, and the income therefrom, including any profit made on the sale thereof, are exempt from taxation within the State of Ohio.

Respectfully submitted,

OHIO UNIVERSITY  
ATHENS, OHIO 45701

BOARD OF TRUSTEES

April 14, 1972

Mrs. J. Wallace Phillips  
2355 Tremont Road  
Columbus, Ohio 43221

Mr. William R. Morris  
Vice President  
Buckeye Union Insurance Company  
1111 East Broad Street  
Columbus, Ohio 43215

Dear Jody and Bill:

I hereby appoint the two of you to serve as members of a special Board Committee on Intercollegiate Athletics. I also will serve as a member of the Committee. I am designating Jody as chairwoman of the Committee.

It shall be the responsibility of this Committee:

- (1) To review all matters relating to intercollegiate athletics and/or the Mid-American Conference requiring Board action and to present its recommendations regarding such matters to the full Board;
- (2) To counsel and advise the Administration on matters of significance relating to intercollegiate athletics and/or the Mid-American Conference requiring administrative rather than Board action; and
- (3) To commission administrative studies of matters relating to intercollegiate athletics and/or the Mid-American Conference whenever it deems such studies desirable, to review such studies upon their completion; and to recommend to the full Board or the Administration, as may be appropriate, actions based upon the results of such studies.

This Committee should provide the Board with a viable mechanism for more effective review and scrutiny of the intercollegiate athletics program and

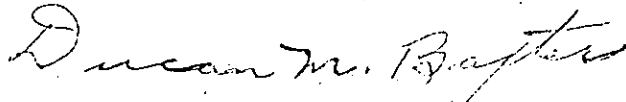
Mrs. J. Wallace Phillips  
Mr. William R. Morris

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April 14, 1972.

its Conference relationship, consistent with the Board's resolution of March 13, 1972, on these subjects.

Cordially yours,



Duncan M. Baxter  
Chairman

DMB:ls

cc: Members, Board of Trustees  
President Sowle  
Vice President Davison  
Secretary to the Board Mahn