

\$5,685,000
City of Brecksville, Ohio
Road Improvement Notes, Series 2024

NOTE PURCHASE AGREEMENT

PNC CAPITAL MARKETS LLC (the Underwriter), and **CITY OF BRECKSVILLE, OHIO** (the City) enter into this Note Purchase Agreement dated September 4, 2024 (the Agreement), for the purchase by the Underwriter from the City of certain notes proposed to be issued by the City referred to in the caption and more fully described below.

In consideration of their mutual covenants and agreements, the Underwriter and the City agree as follows:

Section 1. Description of and Agreement to Purchase the Notes. Upon and subject to the terms, conditions and provisions set forth in this Agreement, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the following Notes to be issued by the City: \$5,685,000 Road Improvement Notes, Series 2024 (the Notes). The Notes are being issued under and will have the terms determined in or pursuant to the Note Legislation.

The Notes will be dated September 18, 2024, will mature on September 18, 2025, and will bear interest (computed on the basis of a 360-day year consisting of 12 30-day months) at the rate of _____% per year, payable at maturity, all as provided for in the Note Legislation.

Section 2. Purchase Price; Public Offering. The purchase price of the Notes shall be \$_____, there being no accrued interest from the date of the Notes to the date of delivery of the Notes to the Underwriter. That purchase price represents the principal amount of the Notes (\$5,685,000.00), plus gross original issue premium (\$_____), less the Underwriter's discount (\$_____). In addition, the Underwriter will withhold \$_____ from the purchase price for the sole purpose of paying certain costs of issuance of the Notes in accordance with Section 9(b).

The Underwriter intends to make an initial bona fide public offering of the Notes and may subsequently change the offering prices. The Underwriter agrees to notify the City of such changes if they occur prior to the Closing Date, but failure to so notify the City will not invalidate those changes. The Underwriter may offer and sell the Notes to certain dealers (including dealers depositing Notes into investment trusts or mutual funds) at prices lower than such offering price or prices.

Section 3. Definitions of Certain Words and Terms. In addition to the words and terms defined elsewhere in this Agreement and the Note Legislation, the following words and terms as used in this Agreement shall have the following meanings unless another meaning is plainly intended:

“Bond Counsel” means the law firm of Squire Patton Boggs (US) LLP.

“Certificate of Award” means the Certificate of Award authorized by the Note Ordinance in the form attached as **Exhibit A**, in which the Fiscal Officer has specified and determined certain terms of the Notes and of their sale.

“Clerk” means the Clerk of Council of the City.

“Closing” means delivery of the Notes to and payment for the Notes by the Underwriter.

“Closing Date” means September 18, 2024.

“Council” means the City Council of the City.

“DTC” means The Depository Trust Company.

“Executive” means the Mayor of the City.

“Fiscal Officer” means the Director of Finance of the City.

“Municipal Advisor” means MAS Financial Advisory Services, LLC.

“Note Legislation” means, collectively, the Note Ordinance and the Certificate of Award.

“Note Ordinance” means Ordinance No. _____, passed by the Council on August 6, 2024, authorizing the issuance and sale of the Notes.

“Notes” means \$5,685,000 City of Brecksville, Ohio, Road Improvement Notes, Series 2024.

“Paying Agent” means The Huntington National Bank.

“State” means State of Ohio.

“Tax Exemption” means the exclusion from gross income of interest on the Notes for federal income tax purposes and the exemption of interest on the Notes from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax.

Unless otherwise indicated, reference to a Section is to a section of this Agreement.

Section 4. Representations, Warranties and Covenants of the City. The City represents and warrants as of the date of this Agreement and as of the Closing Date, or covenants, as follows:

(a) The City is a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and its Charter, and has full power and authority thereunder and under the Note Legislation to: (i) enter into this Agreement; (ii) issue, sell and deliver the Notes as provided in this Agreement; and (iii) perform its

obligations under and as contemplated in the Note Legislation, this Agreement and the Notes.

(b) The Council has duly passed the Note Ordinance, which authorizes (i) the signing, delivery and due performance of this Agreement and the Notes, and (ii) the taking of any action as may be required on the part of the City to consummate the transactions contemplated in the Note Legislation, this Agreement and the Notes. Any and all necessary approvals of those transactions have been obtained, and, except as may be required under the securities laws of any state, there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the City in connection with any of those transactions.

(c) The Notes will conform to their description in the Note Legislation. When delivered to and paid for by the Underwriter, the Notes will have been duly authorized, signed, issued and delivered by, and will constitute valid and legal general obligations of, the City. The principal of and interest on the bonds in anticipation of which the Notes are issued, unless paid from other sources and subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in equity; to the exercise of judicial discretion; and to limitations on legal remedies against public entities, are payable solely from the ad valorem property tax sources described in the Note Ordinance.

(d) The signing and delivery of this Agreement, the Certificate of Award and the Notes, the passage of the Note Ordinance, and compliance with the provisions of this Agreement and of those documents, will not conflict with or result in a violation of the Ohio Constitution, any laws of the State of Ohio or any other relevant jurisdiction (including, without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the City), and will not conflict with or result in a violation of or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution, ordinance, indenture, trust agreement, mortgage, deed of trust or other agreement or instrument to which the City is a party or by which it is bound.

(e) No litigation or administrative action or proceeding is pending or, to the knowledge of the City officials signing the Notes, threatened restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Notes, or the levy and collection of taxes to pay the debt charges on the Notes, or contesting or questioning the proceedings and authority under which the Notes are to be authorized, issued, sold, signed or delivered or the validity of the Notes or the issuance of the bonds in anticipation of which the Notes are issued, and, specifically, no judicial action or proceeding challenging the validity of the Notes or those bonds has been commenced by personal service on any member of the Council, the Fiscal Officer or the Executive.

(f) Neither the existence or the boundaries of the City nor the title to their respective offices of the present officers of the City who are responsible for the

authorization, issuance, signature and delivery of the Notes is or are being contested in any judicial or administrative proceeding.

(g) No authority or proceeding for the issuance or payment of or security for the Notes has been repealed, revoked or rescinded.

(h) No litigation or administrative action or proceeding contests or affects, in any way, the enforceability of the Note Legislation, this Agreement or the Notes, the powers or authority of the City with respect to the Note Legislation, this Agreement or the Notes, or the exemption of the Notes from registration with the United States Securities and Exchange Commission.

(i) Prior to the Closing, the City will have taken all actions necessary to be taken by it for: (i) the issuance and sale of the Notes upon the terms set forth in the Note Legislation and this Agreement, and (ii) the signing and delivery by the City of the Notes and of all such other instruments and the taking of all such other actions on the part of the City as may be necessary or appropriate for the effectuation and consummation of the transactions contemplated by the Note Legislation, this Agreement and the Notes. The City will take such actions between the date of this Agreement and the Closing as are reasonably necessary to cause the warranties and representations contained in this Agreement to be true as of the Closing.

(j) The City will not take or omit to take any action that will in any way result in the Note proceeds being applied in a manner other than as provided in the Note Legislation and certifications contained in the transcript of proceedings.

Section 5. Covenants of the City. The City further covenants, as follows:

(a) Prior to the Closing Date, the City shall not issue, assume or guarantee (i) any additional general obligation bonds or bond anticipation notes or (ii) any other indebtedness payable from revenues of the City other than ad valorem property tax revenues that are specifically pledged as security for the Notes pursuant to the Note Legislation.

(b) At the request of the Underwriter, the City will cooperate with the Underwriter in qualifying the Notes under the securities laws of any jurisdiction, and will furnish the Underwriter with such information, execute such instruments, and take such other action as may be necessary in the reasonable judgment of the Underwriter to effect registration or confirmation of exemption from registration of the Notes under those laws. However, the City does not consent, and shall not be required with respect to the offering or sale of the Notes to consent, to suit or to general service of process in any jurisdiction.

(c) The City shall not take or omit to take any action knowing that, under existing law, taking that action, or failing to take that action, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Notes.

Section 6. Closing, Delivery and Payment of the Notes. The Closing will occur at or before 1:00 p.m., Ohio time, on the Closing Date, and at the Cleveland, Ohio office of Bond Counsel, or at such other later time or other place as the Underwriter and the City mutually agree upon. At the Closing, the Underwriter shall accept or acknowledge delivery of the Notes, in definitive form duly signed, and of the Closing Documents identified in Section 7.

The Notes will be delivered as fully registered Notes in typewritten or xerographically reproduced form, registered in the name of a nominee of DTC, in a denomination equal to the aggregate principal amount of Notes. The Notes will be made available to DTC or to the Paying Agent as agent for DTC pursuant to the DTC Fast Automated Securities Transfer (FAST) service, if satisfactory to DTC, the Paying Agent and the Underwriter, at least one business day prior to the Closing Date for purposes of inspection and establishment of the book entry system for the Notes.

At the Closing, the Underwriter shall make payment for the Notes in immediately available funds in accordance with the instructions the City will provide to the Underwriter for the purpose.

CUSIP identification numbers will be placed on the Notes, but the City will have no responsibility for the accuracy of those numbers. Neither the failure to place such numbers on any Note nor any error with respect to any CUSIP numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any of the Notes.

Section 7. Closing Documents and Establishment of Issue Price. The Closing Documents shall consist of the following, each properly signed, certified or otherwise verified, dated as of such date and in such form, as may be satisfactory to Bond Counsel and the Underwriter:

(a) A legal opinion of Bond Counsel, substantially in the form heretofore provided to the Underwriter, and a supplemental opinion of Bond Counsel substantially in the form attached as **Exhibit B**.

(b) An appropriate certificate pursuant to then current Sections 103 and 148 of the Internal Revenue Code of 1986, as amended.

(c) The Note Ordinance, certified by the Clerk, and the Certificate of Award signed as provided in the Note Ordinance.

(d) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel may reasonably request (i) in order to enable Bond Counsel to render its opinion, (ii) to evidence compliance with legal requirements, (iii) to evidence the truth and accuracy, as of the date of this Agreement and as of the Closing Date, of the City's representations and warranties contained in this Agreement, or (iv) to evidence the due performance or satisfaction by the City on or prior to the Closing Date of all agreements then to be performed and all conditions then to have been or to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents identified or referred to in this Agreement shall be deemed to be in compliance with the provisions of this Agreement, if, but only if, they are in form and substance satisfactory to the Underwriter, which

satisfaction shall be conclusively evidenced by the Underwriter accepting and paying for the Notes.

If the City is unable to satisfy the conditions contained in this Agreement to the obligations of the Underwriter to purchase or to accept delivery of and to pay for the Notes, or if those obligations of the Underwriter are terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation under it, except that the respective obligations of the City and the Underwriter set forth in Section 9 shall continue in full force and effect.

The Underwriter agrees to assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, in the form attached hereto as **Exhibit C**.

The City will treat the first price at which 10% of the Notes (the “10% test”) was sold to the public as defined in **Exhibit C** as the issue price of the Issue. At the execution of this Agreement, the Underwriter shall report to the City the price at which it has sold the Notes to the public, which is the price set forth in **Exhibit C**.

Section 8. Conditions of the Obligations of the Underwriter.

(a) The obligations of the Underwriter to purchase, and to accept delivery of and pay for, the Notes will be subject to all of the following:

(i) The completeness and correctness, on the date of this Agreement and on the Closing Date, of the representations and warranties of the City made in this Agreement.

(ii) The performance by the City of its obligations and covenants under this Agreement.

(iii) Each of the following additional conditions precedent:

(A) The Notes, the Certificate of Award and this Agreement shall have been duly authorized and signed by the City.

(B) The Note Ordinance shall have been duly passed and be in effect.

(C) All necessary actions of the City relating to the Notes shall be in full force and effect without rescission or modification.

(D) This Agreement shall be in full force and effect and shall not have been amended, modified or supplemented (except with the consent of the Underwriter).

(E) There shall have been taken, in connection with the issuance of the Notes and with the transactions contemplated in this Agreement, all such actions as in the opinion of Bond Counsel are legally necessary and appropriate.

(b) The Underwriter shall have the right, between the date of this Agreement and the Closing Date, by written notice to the City, to cancel its obligation to purchase the Notes and to terminate this Agreement (except for the provisions of Section 9(a) which shall survive any such cancellation and termination), if, in the Underwriter's sole and reasonable judgment, any of the following events shall occur during that time and cause the market price or marketability of the Notes, or the ability of the Underwriter to enforce contracts for the sale of the Notes, to be materially adversely affected:

(i) Legislation shall have been enacted by the Congress of the United States or the Ohio General Assembly or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Notes; or

(ii) There shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Notes, the Note Legislation or any comparable securities of the City, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) Additional material restrictions not in force as of the date of this Agreement shall have been imposed upon trading in securities generally by any federal, Ohio or New York governmental authority or by any United States national securities exchange; or

(vi) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose as to the Notes or securities of the general character of

the Notes any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of the Underwriter; or

(vii) There shall have occurred a downgrading, suspension, withdrawal or negative change in credit watch status of underlying rating on obligations issued by the City, or any notice shall have been given by a rating agency that has rated the debt of the City to the City of its intention to review, downgrade, suspend, withdraw or adversely change the credit watch status of any such rating.

Section 9. Expenses.

(a) The Underwriter is solely responsible for paying, and will pay, the following fees and expenses:

(i) Any applicable fees of the Municipal Securities Rulemaking Board (MSRB), CUSIP Service Bureau, DTC and Securities Industry and Financial Markets Association (SIFMA); and

(ii) Any applicable fees or expenses of any legal counsel retained by the Underwriter regardless of whether the Notes are issued and delivered to the Underwriter; and

(iii) The Underwriter's other out-of-pocket expenses incident to preparation for issuance and delivery of the Notes in the event that pursuant to and in accordance with Section 8(b) of this Agreement the Underwriter elects to cancel its obligations to purchase and pay for the Notes and terminate this Agreement

(b) The Underwriter shall also pay the following fees and expenses from proceeds of the Notes retained by the Underwriter for that purpose:

(i) Any fees of the Ohio Municipal Advisory Council, costs of marketing and advertising in selling the Notes; expenses of printing the Notes; the lump-sum fee of the Paying Agent; costs incident to qualifying the Notes for offer and sale under the securities or "blue sky" laws of such jurisdictions as may be selected by the Underwriter; wire fees and the Underwriter's other out-of-pocket expenses incident to the issuance of the Notes and all other costs incidental to the issuance of the Notes and preparation for that issuance in the event that the Notes are issued and delivered.

(ii) Any applicable fees or expenses of Bond Counsel

(iii) Any applicable fees or expenses of the Municipal Advisor.

(iv) Reasonable travel expenses of employees of the Underwriter and employees and counsel of the City incident to the issuance and delivery of the Notes.

The amount of expenses required to be paid by the Underwriter in accordance with subparagraphs (b)(i) through (iv) of this Section shall not exceed \$_____; the City shall

be responsible for the payment of, and agrees to pay, any of those expenses in excess of that amount.

The Underwriter will provide to the City not later than 120 days after the Closing date a detailed accounting of any and all of the expenses paid by the Underwriter pursuant to subparagraphs (b)(i) through (iv) of this Section and shall remit to the City contemporaneously with that accounting any difference between \$_____ and the amount of those expenses paid by the Underwriter. The City then shall be responsible for the payment of any such expenses previously incurred for which invoices are subsequently received, or for reimbursement of the Underwriter for payment of any such expenses that are subsequently paid by the Underwriter.

(c) The fee of the Underwriter (\$_____) is reflected in the purchase price of the Notes from the City and will be retained by the Underwriter as a discount from the reoffering price of the Notes.

(d) Notwithstanding any other provision of this Agreement, the City shall not be responsible for the payment of any MSRB or SIFMA fees.

(e) As used in this section, “employees” means and includes employees, officers, officials and partners.

Section 10. No Third-party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the parties to it, and no other persons, including any holders or purchasers (except the Underwriter) or beneficial owners of the Notes, shall acquire or have any right under or by virtue of this Agreement. All representations, warranties, covenants and agreements of the City shall remain in full force and effect regardless of any termination by or on behalf of the Underwriter and shall survive the delivery of the Notes.

Section 11. Representations by the Underwriter. The Underwriter makes the following representations by the undersigned as a duly authorized officer of the Underwriter (the Officer) as the basis for the undertakings on its part herein contained:

(a) To the best of the knowledge and belief of the Officer, after due inquiry, the Underwriter is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on its ability to perform its duties and obligations under this Agreement.

(b) To the best of the knowledge and belief of the Officer, after due inquiry, the Underwriter is currently in compliance with, and not currently in violation of, any provisions of Chapter 102 and Sections 2921.42 and 2921.43 of the Revised Code which may be applicable to the Underwriter entering into this Agreement.

(c) To the best of the knowledge and belief of the Officer, after due inquiry, the Underwriter is not aware of any finding for recovery having been issued against it by the Auditor of State of Ohio which is “unresolved” under Section 9.24 of the Revised Code.

(d) This Agreement has been duly authorized, executed and delivered by the Underwriter and constitutes a valid and binding obligation of the Underwriter enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, arrangement, fraudulent conveyance or transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion.

Section 12. Notice. Any notice or other communication to be given under this Agreement: (a) to the City shall be given by delivering it in writing to the City, Attention: Director of Finance, City of Brecksville, 9069 Brecksville Road, Brecksville, Ohio 44141; and (b) to the Underwriter shall be given by delivering it in writing to PNC Capital Markets LLC, 1900 East 9th Street, 13th Floor, Cleveland, Ohio 44114, Attention: _____, _____.

Section 13. Governing Law; Counterparts. This Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract. All signatures need not be made on the same signature page. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.

Section 14. Nonassignability of Underwriter Obligations. The obligations of the Underwriter under this Agreement shall not be subject to assignment without the prior written consent of the City. This shall not prevent the Underwriter from obtaining the participation of other investment firms as additional underwriters or members of a selling group.

Section 15. Acknowledgment and Agreement Regarding Role of Underwriter. The City acknowledges and agrees that (i) the primary role of the Underwriter, as an underwriter, is to purchase the Notes, for resale to investors, in an arm's length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertaking and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly set forth in this Agreement; and (iv) the City has been afforded the opportunity to consult with its own legal, accounting, tax, financial, municipal and other advisors, as applicable, to the extent it has deemed appropriate.

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Section 16. No Other Agreements. This Agreement supersedes any other agreements between the City and the Underwriter relating to the same subject, and any such agreements shall be null and void upon the effectiveness of this Agreement.

Dates of Signing:

CITY OF BRECKSVILLE, OHIO

September 4, 2024

By: _____
Mayor

By: _____
Director of Finance

**PNC CAPITAL MARKETS LLC, as
Underwriter**

September 4, 2024

By: _____

Title: _____

CERTIFICATE – NOTE PURCHASE AGREEMENT

As fiscal officer of the City of Brecksville, Ohio, I certify that the money required to meet the obligations of the City during Fiscal Year 2024 under the attached Note Purchase Agreement have been lawfully appropriated by the City for such purposes and is in the City treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Dated: September 4, 2024

Director of Finance
City of Brecksville, Ohio

EXHIBIT A

\$5,685,000
City of Brecksville, Ohio
Road Improvement Notes, Series 2024

CERTIFICATE OF AWARD

I certify that I have sold the Notes identified above authorized by Ordinance No. _____, passed on August 6, 2024 (the Note Ordinance) to PNC Capital Markets LLC (the Original Purchaser), at a purchase price of \$_____ (consisting of par (\$5,685,000.00), plus premium of \$_____, less underwriter’s discount of \$_____). The Original Purchaser will withhold \$_____ of the proceeds of the Notes for the sole purpose of paying certain costs of issuance of the Notes. Therefore, on the closing date, the City will receive \$_____ from the Original Purchaser. The Notes shall be issued in the principal amount of \$5,685,000 and at an interest rate of _____% per year to the stated maturity date of the Notes. The Notes shall be dated September 18, 2024, and the debt charges on the Notes shall be payable on September 18, 2025.

I have determined that the entire principal amount of the Notes should be represented by a single note and issued as a fully registered security in book entry form and that the issuance of the Notes as fully registered securities in that form will facilitate the sale and delivery of the Notes.

Dated: September 4, 2024

Director of Finance
City of Brecksville, Ohio

EXHIBIT B

SUPPLEMENTAL OPINION OF BOND COUNSEL

To: City of Brecksville, Ohio

PNC Capital Markets LLC

We have served as bond counsel to our client the City of Brecksville, Ohio (the “City”) in connection with the issuance by the City of its \$5,685,000 Road Improvement Notes, Series 2024 (the “Notes”), dated the date of this letter.

We have delivered on this date our opinion letter as bond counsel in connection with the original issuance of the Notes (the “Bond Counsel Opinion”). This supplemental opinion letter is rendered pursuant to Section 7 of the Note Purchase Agreement dated September 4, 2024 (the “Purchase Agreement”), between the City and the Underwriter therein named. Capitalized terms not otherwise defined in this letter are used as defined in the Purchase Agreement.

In our capacity as bond counsel, we have examined the transcript of proceedings relating to the issuance of the Notes, the Note Legislation and such other documents, matters and law as we deem necessary to render the opinions and advice set forth in this letter.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Purchase Agreement has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City.
2. The Notes are exempt from registration under the Securities Act of 1933, as amended, and the Note Legislation is exempt from qualification under the Trust Indenture Act of 1939, as amended.

The legal opinions stated immediately above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon: (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined and (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the City.

The rights of the Underwriter under the Purchase Agreement and the enforceability of the Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in

equity; to the exercise of judicial discretion; and to limitations on legal remedies against public entities.

This letter is being furnished only to you for your use solely in connection with the transaction described herein and may not be relied upon by anyone else or for any other purpose without our prior written consent. No statements of belief or opinions other than those expressly stated herein shall be implied or inferred as a result of anything contained in or omitted from this letter. The statements of belief and opinions expressed in this letter are stated only as of the time of its delivery and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement as bond counsel in connection with the original issuance and delivery of the Notes is concluded upon delivery of this letter.

Respectfully submitted,

EXHIBIT C

ATTACHMENT B

**To Tax Compliance Certificate
Pertaining to**

**\$5,685,000
City of Brecksville, Ohio
Road Improvement Notes, Series 2024
Dated September 18, 2024**

INITIAL PURCHASER'S CERTIFICATE

PNC Capital Markets LLC (“Initial Purchaser”), as underwriter for the notes identified above (the “Issue”), issued by the City of Brecksville, Ohio (the “Issuer”), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

1. Issue Price.

1.1 As of the date of this Certificate, the first price at which at least 10% of the Issue was sold to the Public (the “10% Test”) was [_____] % of par (the “Sale Price”). The aggregate Sale Price of Issue is \$[_____] (the “Issue Price”).

1.2 Definitions.

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

“Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the Tax Compliance Certificate executed by the Issuer in connection with the issuance of the Issue (“Tax Certificate”) or in Attachment A to the Tax Certificate.

2. Yield.

The Yield on the Issue is [_____]%, being that Yield that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and semi-annual compounding, produces an amount equal to the aggregate Issue Price of the Issue as stated in paragraph 1.1.

3. Weighted Average Maturity.

The weighted average maturity (defined below) of the Issue is [_____] year and the remaining weighted average maturity of the Current Refunded Notes is [_____] years. The weighted average maturity of an issue is equal to the sum of the products of the Initial Offering Price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the Initial Offering Price of the entire Issue.

4. Underwriter's Discount. The Initial Purchaser's discount is \$[_____] , being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid by the Initial Purchaser to the Issuer for the Issue.

The signer is an officer of the Initial Purchaser and duly authorized to execute and deliver this Certificate of the Initial Purchaser. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Initial Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: September 18, 2024

PNC Capital Markets LLC,
as Initial Purchaser

By: _____
Name:
Title: