

ORDINANCE NO. 2025-30

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$1,335,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF (i) IMPROVING STREETS AND ROADS IN THE VILLAGE BY RECONSTRUCTING, RESURFACING, GRADING, DRAINING, CURBING, PAVING, CONSTRUCTING STORM SEWERS AND RELATED FACILITIES AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, (ii) ACQUIRING, REMODELING, RENOVATING, FURNISHING AND EQUIPPING A BUILDING TO HOUSE VILLAGE SERVICE DEPARTMENT FUNCTIONS AND IMPROVING ITS SITE, (iii) REMODELING, RENOVATING, INSTALLING LIGHTING AND OTHERWISE IMPROVING THE VILLAGE'S COMMUNITY CENTER, (iv) ACQUIRING REAL ESTATE FOR VILLAGE PURPOSES, (v) ACQUIRING SOLID WASTE AND RECYCLING CONTAINERS FOR USE IN REFUSE COLLECTION AND (vi) RESURFACING FORBES ROAD FROM NORTHFIELD ROAD TO BROADWAY AVENUE IN ACCORDANCE WITH PLANS APPROVED OR TO BE APPROVED BY COUNCIL, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance Nos. 2009-40, 2009-41, 2009-42, 2009-43, 2009-44, 2009-45 and 2009-46, each passed on September 8, 2009, there were issued \$3,839,000 Various Purpose Notes, Series 2009 (the Series 2009 Notes), in anticipation of bonds of which \$481,500 was for the purpose stated in clause (i) of Section 1 and \$343,500 for the purpose stated in clause (ii) of Section 1, which Series 2009 Notes matured on October 7, 2010; and

WHEREAS, pursuant to Ordinance Nos. 2010-42, 2010-43, 2010-44, 2010-45, 2010-46, 2010-47, 2010-48, 2010-49 and 2010-50, each passed on September 14, 2010, there were issued \$4,845,000 Various Purpose Notes, Series 2010 (the Series 2010 Notes), in anticipation of bonds of which \$1,441,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2009 Notes, which Series 2010 Notes matured on October 6, 2011; and

WHEREAS, pursuant to Ordinance Nos. 2011-34, 2011-35, 2011-36, 2011-37, 2011-38, 2011-39, 2011-40 and 2011-42, each passed on August 23, 2011, and Ordinance Nos. 2011-41 and 2011-45, each passed on September 13, 2011, there were issued \$5,345,000 Various Purpose Notes, Series 2011 (the Series 2011 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2010 Notes, which Series 2011 Notes matured on October 4, 2012; and

WHEREAS, pursuant to Ordinance Nos. 2012-63, 2012-64, 2012-65, 2012-66, 2012-67, 2012-68 and 2012-69, each passed on September 25, 2012, there were issued \$2,809,500 Various Purpose Notes, Series 2012-2 (the Series 2012-2 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2011 Notes, which Series 2012-2 Notes matured on October 2, 2013; and

WHEREAS, pursuant to Ordinance Nos. 2013-33, 2013-34, 2013-35, 2013-36, 2013-37, 2013-38 and 2013-39, each passed on September 10, 2013, there were issued \$2,766,500 Various Purpose Notes, Series 2013 (the Series 2013 Notes), in anticipation of bonds of which \$1,971,000 was for the purpose stated in clause (i) of Section 1 and \$350,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2012-2 Notes, which Series 2013 Notes matured on September 30, 2014; and

WHEREAS, pursuant to Ordinance Nos. 2014-43, 2014-44, 2014-45, 2014-46, 2014-47, 2014-48 and 2014-49, each passed on September 9, 2014, there were issued \$2,686,500 Various Purpose Notes, Series 2014 (the Series 2014 Notes), in anticipation of bonds of which \$1,951,000 was for the purpose stated in clause (i) of Section 1 and \$340,500 for the purpose stated in clause (ii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2013 Notes, which Series 2014 Notes matured on September 24, 2015; and

WHEREAS, pursuant to Ordinance Nos. 2015-44 and 2015-45, each passed on August 25, 2015, there were issued \$2,621,500 Various Purpose Notes, Series 2015 (the Series 2015 Notes), in anticipation of bonds of which \$1,916,000 was for the purpose stated in clause (i) of Section 1, \$325,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2015 Notes, which Series 2015 Notes matured on September 22, 2016; and

WHEREAS, pursuant to Ordinance No. 2016-46, passed on September 14, 2016, there were issued \$2,491,500 Various Purpose Notes, Series 2016 (the Series 2016 Notes), in anticipation of bonds of which \$1,871,000 was for the purpose stated in clause (i) of Section 1, \$310,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2015 Notes, which Series 2016 Notes matured on September 21, 2017; and

WHEREAS, pursuant to Ordinance No. 2017-31, passed on August 22, 2017, there were issued \$2,346,500 Various Purpose Notes, Series 2017 (the Series 2017 Notes), in anticipation of bonds of which \$1,831,000 was for the purpose stated in clause (i) of Section 1, \$295,500 for the purpose stated in clause (ii) and \$55,000 was for the purpose stated in clause (iii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2016 Notes, which Series 2017 Notes matured on September 20, 2018; and

WHEREAS, pursuant to Ordinance No. 2018-44, passed on August 28, 2018, and Ordinance Nos. 2018-49, 2018-50, 2018-51 and 2018-52, each passed on September 4, 2018, there were issued \$2,335,000 Various Purpose Notes, Series 2018 (the Series 2018 Notes), in anticipation of bonds of which \$1,861,000 was for the purpose stated in clause (i) of Section 1, \$280,000 for the purpose stated in clause (ii), \$55,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v) and \$30,000 was for the purpose stated in clause (vi) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2017 Notes, which Series 2018 Notes matured on September 19, 2019; and

WHEREAS, pursuant to Ordinance No. 2019-53, passed on August 27, 2019, there were issued \$2,200,000 Various Purpose Notes, Series 2019 (the Series 2019 Notes), in anticipation of bonds of which \$1,725,000 was for the purpose stated in clause (i) of Section 1, \$265,000 for the purpose stated in clause (ii), \$55,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v) and \$30,000 was for the purpose stated in clause (vi) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2018 Notes, which Series 2019 Notes matured on September 17, 2020; and

WHEREAS, pursuant to Ordinance No. 2020-69, passed on August 25, 2020, and Ordinance No. 2020-73, passed on August 27, 2020, there were issued \$2,130,000 Various Purpose Notes, Series 2020 (the Series 2020 Notes), in anticipation of bonds of which \$1,655,000 was for the purpose stated in clause (i) of Section 1, \$250,000 for the purpose stated in clause (ii), \$45,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v), \$30,000 was for the purpose stated in clause (vi) and \$50,000 was for the purpose stated in clause (vii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2019 Notes, which Series 2020 Notes matured on September 16, 2021; and

WHEREAS, pursuant to Ordinance No. 2021-55, passed on August 24, 2021, there were issued \$1,975,000 Various Purpose Notes, Series 2021 (the Series 2021 Notes), in anticipation of bonds of which \$1,560,000 was for the purpose stated in clause (i) of Section 1, \$225,000 for the purpose stated in clause (ii), \$35,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v), \$30,000 was for the purpose stated in clause (vi) and \$50,000 was for the purpose stated in clause (vii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2020 Notes, which Series 2021 matured on September 15, 2022; and

WHEREAS, pursuant to Ordinance No. 2022-42, passed on July 12, 2022, there were issued \$1,815,000 Various Purpose Notes, Series 2022 in anticipation of bonds of which \$1,440,000 was for the purpose stated in clause (i) of Section 1, \$200,000 for the purpose stated in clause (ii), \$20,000 was for the purpose stated in clause (iii), \$40,000 was for the purpose stated in clause (iv), \$35,000 was for the purpose stated in clause (v), \$30,000 was for the purpose stated in clause (vi) and \$50,000 was for the purpose stated in clause (vii) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2021 Notes, which Series 2022 matured on September 14, 2023; and

WHEREAS, pursuant to Ordinance No. 2023-28, passed on August 29, 2023, there were issued \$1,655,000 Various Purpose Notes, Series 2023, in anticipation of bonds of which \$1,335,000 was for the purpose stated in clause (i) of Section 1, \$175,000 for the purpose stated in clause (ii), \$35,000 was for the purpose stated in clause (iii), \$30,000 was for the purpose stated in clause (iv), \$25,000 was for the purpose stated in clause (v) and \$45,000 was for the purpose stated in clause (vi) of Section 1 and, together with other funds available to the Village, was used to retire the Series 2022 Notes, which Series 2023 matured on June 13, 2024; and

WHEREAS, pursuant to Ordinance No. 2024-22, passed on May 14, 2024, there were issued \$1,495,000 Various Purpose Notes, Series 2024 (the Outstanding Notes), in anticipation of bonds of which \$1,230,000 was for the purpose stated in clause (i) of Section 1, \$150,000 was for the purpose stated in clause (ii), \$30,000 was for the purpose stated in clause (iii), \$25,000 was for the purpose stated in clause (iv), \$20,000 was for the purpose stated in clause (v) and \$40,000 was for the purpose stated in clause (vi) and, together with other funds available to the Village, was used to retire the Series 2023 Notes, which Outstanding Notes mature on June 12, 2025; and

WHEREAS, this Council finds and determines that the Village should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the Village; and

WHEREAS, the Director of Finance, as fiscal officer of the Village, has certified to this Council that the estimated life or period of usefulness of the improvements described in Section 1 is at least five years, the estimated maximum maturity of \$180,000 of the Bonds described in clause (i) of Section 1 is eight years, \$600,000 of the Bonds described in clause (i) of Section 1 is nine years,

\$320,000 of the Bonds described in clause (i) of Section 1 is 10 years and \$15,000 of the Bonds described in clause (i) of Section 1 is 12 years, the Bonds described in clause (ii) of Section 1 is 13 years, the Bonds described in clause (iii) of Section 1 is 17 years, the Bonds described in clause (iv) of Section 1 is 27 years, the Bonds described in clause (v) of Section 1 is two years and the Bonds described in clause (vi) of Section 1 is 14 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of \$180,000 of the Bonds described in clause (i) of Section 1 and the Bonds described in clause (ii) of Section 1 is October 7, 2029, in anticipation of \$600,000 of the Bonds described in clause (i) of Section 1 is October 6, 2030, in anticipation of \$320,000 of the Bonds described in clause (i) of Section 1 is October 5, 2031, in anticipation of \$15,000 of the Bonds described in clause (i) and the Bonds described in clauses (iii) and (iv) of Section 1 is September 19, 2038, in anticipation of the Bonds described in clause (v) of Section 1 is September 19, 2028, and in anticipation of the Bonds described in clause (vi) of Section 1 is September 16, 2040;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Oakwood, Cuyahoga County, Ohio, that:

Section 1. Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of the Village in an aggregate principal amount not to exceed \$1,335,000 (the Bonds) for the purpose of paying costs of (i) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (\$1,115,000), (ii) acquiring, remodeling, renovating, furnishing and equipping a building to house Village Service Department functions and improving its site (\$130,000), (iii) remodeling, renovating, installing lighting and otherwise improving the Village's Community Center (\$25,000), (iv) acquiring real estate for Village purposes (\$20,000), (v) acquiring solid waste and recycling containers for use in refuse collection (\$10,000) and (vi) resurfacing Forbes Road from Northfield Road to Broadway Avenue in accordance with plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (\$35,000).

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2026, shall bear interest at the now estimated rate of 6% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 10 annual principal installments on August 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be February 1, 2027, and the first principal payment of the Bonds is estimated to be August 1, 2028.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$1,335,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire, together with other funds available to the Village, the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 7% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for, subject to the paragraph immediately following. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

If requested by the Original Purchaser (as defined in Section 6) and if the Director of Finance has determined it to be in the best interests of and financially advantageous to the Village to participate in the Treasurer of State's Ohio Market Access Program (as described in Section 6(c)), the Notes may provide that, in the event that the Village does not pay or make provision for payment at maturity of the debt charges on the Notes, the principal amount of the Notes shall bear interest at a different rate not to exceed the After Maturity Rate (as defined in the Standby Note Purchase Agreement defined and provided for in Section 6(c)) from the maturity date until the Village pays or makes provision to pay that principal amount.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the Village's paying agent, at the designated corporate trust office of U.S. Bank Trust Company, National Association, or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance, after determining that the payment at that bank or trust company will not endanger the funds or securities of the Village and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the Village on or after a date to be determined by the Director of Finance in the Certificate of Award as provided in this Ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The Village's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date, and upon the request of the Director of Finance, the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the Village and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the Village and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the Village is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Village.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Village action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the Village.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other Village officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement, placement agent agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the Village, to combine the issue of Notes with one or more other note issues of the Village into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(c) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the Village, the Village shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms presented to this Council with such changes not materially adverse to the Village as may be approved by the officers of the Village executing the Standby Note Purchase Agreement and Paying Agent Agreement. The Village acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the Village is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the Village, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes of the Village in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the Village shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the Village, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the Village and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds

resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the Village, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent other funds are available for the payment of debt charges on the Notes and Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of other funds so available and appropriated.

Section 10. Federal Tax Considerations. The Village covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The Village further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the Village having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as "qualified tax-exempt obligations" if such designation or treatment is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the Village with respect to the Notes as the Village is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the Village, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the Village, for inclusion in the transcript of proceedings for

the Notes, setting forth the reasonable expectations of the Village regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the Village or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the Village have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the Village are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14. Retention of Municipal Advisor. The services of MAS Financial Advisory Services LLC, as municipal advisor, be and are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the Village in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the Village or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized to provide for the payment of those fees and any reimbursements from the proceeds of the Notes to the extent available and otherwise is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement

and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or of any of its committees, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold and issued at an early date to make their proceeds available to enable the Village to retire the Outstanding Notes and therefor preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: 5.19.25

Tanya Joseph
Tanya Joseph, Clerk of Council

Erica J. Nikolic
Erica Nikolic, President of Council

Presented to the
Mayor 5.28.25

Approved: 5.28.25

Gary V. Gottschalk
Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2025-30 was duly and regularly passed by this Council at the meeting held on the 19th day of may, 2025.

Tanya Joseph
Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2025-30 was duly posted on the 28th day of may, 2025, and will remain posted in accordance with the Village Charter.

Tanya Joseph
Tanya Joseph, Clerk of Council

DATED: 5.28.25

STANDBY NOTE
PURCHASE AGREEMENT

Dated as of June 11, 2025

among

THE TREASURER OF THE STATE OF OHIO
“Treasurer”

VILLAGE OF OAKWOOD, OHIO
“Issuer”

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
“Paying Agent”

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Recitals.....	1
ARTICLE I. CERTAIN DEFINED TERMS	2
SECTION 1.01 Definitions	2
SECTION 1.02 Use of Phrases.....	3
SECTION 1.03 Computation of Time Periods.....	4
SECTION 1.04 Legend	4
ARTICLE II. PURCHASE OF RENEWAL OR UNPAID NOTES	4
SECTION 2.01 Obligation to Purchase Renewal Notes.....	4
SECTION 2.02 Obligation to Purchase Unpaid Notes.....	4
SECTION 2.03 Required Actions Following Purchase of Unpaid Notes	5
SECTION 2.04 Remedies.....	5
SECTION 2.05 Fees	6
ARTICLE III. TERMS OF PURCHASE OF RENEWAL NOTES	6
SECTION 3.01 Terms of the Renewal Note	6
SECTION 3.02 Issuer Representations and Warranties	6
SECTION 3.03 Delivery of the Renewal Note.....	7
SECTION 3.04 Conditions to Closing	7
ARTICLE IV. MISCELLANEOUS.....	9
SECTION 4.01 Notices	9
SECTION 4.02 Governing Law	10
SECTION 4.03 Paying Agent.....	10
SECTION 4.04 Counterparts.....	10
SECTION 4.05 Severability	10
SECTION 4.06 Business Days	10
SECTION 4.07 Headings	10
Signatures.....	S-1
Exhibit A.....	A-1
Exhibit B	B-1
Exhibit C	C-1

STANDBY NOTE PURCHASE AGREEMENT

THIS STANDBY NOTE PURCHASE AGREEMENT, entered into as of June 11, 2025, by and among the TREASURER OF THE STATE OF OHIO acting not individually but in his/her official capacity as an officer of the State (the "Treasurer"), the VILLAGE OF OAKWOOD, OHIO (the "Issuer") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "Paying Agent");

WITNESSETH THAT:

WHEREAS, the Treasurer has accepted the Issuer into the Market Access Program (the "Program") to provide further assurance to the Issuer and the holder of those certain \$_____ Various Purpose Notes, Series 2025, of the Issuer dated June 11, 2025 (the "Notes"), that principal of and interest on the Notes will be fully paid at maturity; and

WHEREAS, to participate in the Program, the Issuer has requested that the Treasurer, under authority of Ohio Revised Code (ORC) section 135.143(G), enter into this Agreement providing for (a) the purchase of Notes for which there are not sufficient funds on deposit, by 9:00 o'clock a.m. Ohio time on the Maturity Date and in the appropriate account created with respect to the Notes under the Paying Agent Agreement, to provide for the full payment of all amounts due on such Notes on the Maturity Date (the "Unpaid Notes") or (b) the purchase of renewal notes of the Issuer, the proceeds of which will be applied to cause adequate funds for the payment at maturity of all principal and interest due thereon at maturity of the Notes, to be deposited with the Paying Agent for payment to the holder (the "Renewal Notes"); and

WHEREAS, the Issuer has represented to the Treasurer that the Notes are in form and substance satisfactory to the Treasurer and include provision for the required Renewal Note Rate or After Maturity Rate, as defined herein; and

WHEREAS, the Treasurer is authorized under ORC section 135.143(G) to enter into this Agreement with the Issuer to purchase such Notes for investment of interim funds of the State of Ohio; and

WHEREAS, the Paying Agent is made a party hereto at the direction of the Issuer in order to ensure adequate funds for the payment at maturity of all principal and interest due thereon at maturity to be deposited with holder, and if necessary, to provide for the orderly transfer and registration of Unpaid Notes to the Treasurer; and

WHEREAS, the parties wish to express herein the terms and conditions under which the Treasurer will purchase Unpaid Notes or Renewal Notes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I.
CERTAIN DEFINED TERMS

SECTION 1.01 Definitions. As used in this Agreement the following terms shall have the following meanings:

“Agreement” means this Standby Note Purchase Agreement, as the same may be amended in writing, from time to time.

“After Maturity Rate” means, with respect to any Unpaid Note, the rate per annum that is the lesser of (i) the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Note Legislation was authorized plus 400 basis points or (ii) the highest rate permitted by law.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks in Columbus, Ohio or New York, New York are required or authorized by law to remain closed.

“Closing Date” means the date of issuance and delivery of the Notes.

“Escrow Funds” means any funds required to be held in a segregated escrow fund on behalf of the Treasurer with the Paying Agent pursuant to Section 2.02(a) of this Agreement.

“Issuer” means the Issuer as set forth in the recitals.

“Governing Body” means Village Council of the Issuer.

“Gross Purchase Price” means with respect to any Note, 100% of the face amount of such Note, plus interest accrued to its Maturity Date.

“Maturity Date” means June 11, 2026.

“Net Purchase Price” means, with respect to any Unpaid Note, the Gross Purchase Price less any amounts paid to the Treasurer relating to such Unpaid Note.

“Note Funding Date” means five (5) Business Days prior to the Maturity Date.

“Note Legislation” means, with respect to the Issuer, Ordinance No. 2025-____, passed on May ____, 2025, by the Governing Body authorizing, among other things, the issuance of its Note and the execution and delivery of this Agreement.

“Notes” means the general obligation Notes of the Issuer identified, and in the aggregate amount set forth, in the preamble hereto.

“Notification Date” means thirty (30) days prior to the Maturity Date.

“Official Statement” means the official statement or other offering document, if any, authorized by the Issuer in connection with the offering of the Notes or Renewal Notes, as the case may be.

“Paying Agent” means the Paying Agent as set forth in the recitals.

“Paying Agent Agreement” means the agreement between the Issuer and the Paying Agent dated as of the date hereof.

“Potential Unpaid Note” means a Note for which the Issuer has not, by 1:00 o’clock p.m. Ohio time on the Note Funding Date (i) deposited sufficient funds in the appropriate account created with respect to the Note under the Paying Agent Agreement, to provide for the full payment of all amounts due on such Note on the Maturity Date or (ii) delivered to the Treasurer and Paying Agent a Renewal Certificate.

“Program” means the Ohio Market Access Program of the Treasurer.

“Program Materials” means the application to participate in the Program and related documents establishing the terms and conditions necessary to qualify for acceptance into the Program.

“Renewal Certificate” means a certificate stating that the Issuer has authorized renewal notes or bonds and has entered into a purchase agreement whereby such notes or bonds will be purchased and the proceeds thereof will be made available to retire the Notes at or prior to maturity.

“Renewal Date” means any date, mutually agreed to by the Issuer and the Treasurer, at least one (1) Business Day prior to the Maturity Date.

“Renewal Notes” has the meaning set forth in the Recitals.

“Renewal Note Legislation” means, with respect to the Issuer, collectively, (i) the Ordinance to be passed by the Governing Body authorizing, among other things, the issuance of the Renewal Notes and (ii) the related certificate of award.

“Renewal Note Rate” means, with respect to any Renewal Notes, the rate per annum that is the lesser of (i) the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Note Legislation was authorized plus 400 basis points or (ii) the highest rate permitted by law.

“Tax-exempt” shall mean, with respect to an obligation, that interest thereon is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

“Treasurer” means the Treasurer of the State of Ohio.

“Unpaid Note” has the meaning set forth in the Recitals.

SECTION 1.02 Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set

forth in Section 1.01 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

SECTION 1.03 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”.

SECTION 1.04 Legend. A Note contemplated pursuant to this Agreement shall have the following legend included on its face:

“The holder of this Note hereby consents to the registration of this Note in the name of the Treasurer of the State of Ohio (the “Treasurer”) upon the receipt from the Treasurer of the full payment of principal and interest due at maturity on such Note on or before the date of maturity, provided that, in the case of a note held in a book-entry system by a depository, the interest of the Treasurer shall be noted in accordance with the procedures established by the Depository. In the case of an unregistered Note, such registration in the name of the Treasurer of State shall be demonstrated by a notation on the face of this Note of such transfer of ownership.”

ARTICLE II. PURCHASE OF RENEWAL OR UNPAID NOTES

SECTION 2.01 Obligation to Purchase Renewal Notes.

(a) On the Notification Date, the Paying Agent shall send written notice by electronic means in compliance with Section 4.01 herein to the Treasurer and the Issuer in a form and substance substantially similar to **Exhibit A** hereof.

(b) Not later than 3:00 o'clock p.m. Ohio time on the Note Funding Date, the Paying Agent shall deliver written notice by electronic means to the Treasurer and the Issuer of the existence of a Potential Unpaid Note in a form and substance substantially similar to **Exhibit B** hereof. Upon receiving such notice, the Issuer shall take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 hereof, to authorize, execute, and deliver or cause to be delivered Renewal Notes to the Treasurer on the Renewal Date.

(c) The Treasurer's obligation to purchase Renewal Notes, as set forth in this Agreement, is unconditional and irrevocable, provided that (i) such obligation shall be limited to an obligation to purchase the Renewal Notes by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12), (ii) the Renewal Notes have been validly authorized, executed and delivered pursuant to Section 3.03 hereof and (iii) the conditions in Section 3.04 have been satisfied. The Treasurer's obligation to purchase Renewal Notes does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.02 Obligation to Purchase Unpaid Notes.

(a) The Treasurer shall cause the Gross Purchase Price of any Potential Unpaid Note to be delivered to the Paying Agent by wire transfer not later than 11:00 o'clock a.m. Ohio time on

the Renewal Date and the Paying Agent shall promptly confirm receipt of such funds by facsimile or electronic transmission to the Treasurer and shall hold the funds uninvested in a segregated escrow fund held on behalf of the Treasurer (the "Escrow Funds").

(b) On the Maturity Date, if the Issuer has not deposited the Gross Purchase Price of the Notes with the Paying Agent by 9:00 o'clock a.m. Ohio time, the Paying Agent shall send written notice by electronic means in compliance with Section 4.01 herein to the Treasurer and the Issuer in a form and substance substantially similar to **Exhibit C** hereof, and the Treasurer shall be obligated to purchase the Unpaid Note at the Gross Purchase Price thereof. The Paying Agent shall apply the Escrow Funds to purchase the Unpaid Notes, and upon such purchase, the Paying Agent shall register the Unpaid Note in the name of the Treasurer and, if required, make the appropriate notation on the face of the Unpaid Note pursuant to its terms and Section 1.04 hereto. If the Escrow Funds are not required under this Section 2.02(b), they shall be wired to the Treasurer's account within one (1) Business Day.

(c) The Treasurer's obligation to purchase Unpaid Notes, as set forth in this Agreement, is unconditional and irrevocable, provided that such obligation shall be limited to an obligation to purchase the Unpaid Notes by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12). The Treasurer's obligation to purchase Unpaid Notes does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.03 Required Actions Following Purchase of Unpaid Notes. Following purchase of the Unpaid Notes by the Treasurer pursuant to Section 2.02:

(a) The Unpaid Notes shall bear interest from and after the Maturity Date at the After Maturity Rate, until paid in full, as expressed on the face of the Note. The Issuer shall use its best efforts to make full and prompt payment of all amounts due on the Unpaid Notes. Payments made on Unpaid Notes by the Issuer shall be accounted for by the Treasurer until the Treasurer shall have received payment in an amount equal to the Net Purchase Price for the Unpaid Note plus interest on the entire principal balance thereof calculated at the After Maturity Rate, from the Maturity Date to the date of payment.

(b) Upon registration of the Unpaid Note in the name of the Treasurer, or if unregistered, upon satisfaction of the terms of Section 1.04 and 2.02 herein and delivery of the Unpaid Note to the Treasurer at the address provided pursuant to Section 4.01 herein, the obligations of the Paying Agent under this Agreement shall be deemed satisfied in full.

SECTION 2.04 Remedies. The Treasurer shall have such remedies as are specified in the Note and as are available under applicable law, including but not limited to ORC section 321.35, for collection of unpaid amounts.

In the case of an Unpaid Note not held in a book-entry system in the custody of a depository, upon receipt of payment in full of all amounts due with respect to an Unpaid Note, the

Treasurer shall cancel the Unpaid Note, and return the Unpaid Note marked "Paid in Full," to the Issuer.

In the case of an Unpaid Note held in a book-entry system in the custody of a depository, the Treasurer's interest in such Note shall be terminated in accordance with the procedures established by the depository.

SECTION 2.05 Fees. The Treasurer shall receive, as compensation for the agreements and covenants entered into herein, a fee in the amount of Zero Dollars (\$-0-) plus expenses incurred relating to the execution of this Agreement, to be paid from proceeds of the sale of the Note. The fee shall be due and payable by the Issuer concurrently with the delivery of the Note to the Paying Agent.

ARTICLE III. TERMS OF PURCHASE OF RENEWAL NOTES

In the event that the Treasurer purchases a Renewal Note of the Issuer pursuant to Section 2.01(b) hereof, the Treasurer and the Issuer agree as follows, in consideration of their mutual covenants and agreements:

SECTION 3.01 Terms of the Renewal Note. Upon the terms and conditions and upon the basis of the representations set forth herein, the Treasurer hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Treasurer, all (but not less than all) of the Renewal Notes at the Gross Purchase Price. The Renewal Note shall (a) bear interest (computed on the basis of a 365- or 366-day year, as applicable) at the Renewal Note Rate, payable at maturity, as set forth in a certificate of award, (b) be dated as of the Renewal Date, and, (c) unless alternate terms are authorized by written consent of the Treasurer, shall be in a principal amount not in excess of (i) the Gross Purchase Price of the Notes or (ii) 100% of the par amount of the Renewal Notes. The Renewal Notes shall mature not more than one year after the Renewal Date and shall be prepayable at any time with thirty (30) days written notice in compliance with Section 4.01 herein to the Treasurer at a price of par plus accrued interest to the date of prepayment.

SECTION 3.02 Issuer Representations and Warranties. The Issuer represents, warrants, covenants and agrees with the Treasurer that:

(a) The Issuer is and will be at the Closing Date, duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and has full power and authority thereunder and under the Renewal Note Legislation: (i) to issue, sell and deliver the Notes to their original purchaser; (ii) to sell and deliver the Renewal Notes to the Treasurer as provided in Article III herein and (iii) to carry out and consummate all transactions contemplated by this Agreement and the Notes;

(b) When delivered to and paid for by the Treasurer on the Renewal Date in accordance with the provisions hereof, the Renewal Notes will have been duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the Issuer payable from the same sources as the Notes issued under the Note Legislation;

(c) The execution and delivery of the Renewal Notes, and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, will not (i) violate the Constitution or laws of the State of Ohio, or any existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Issuer is bound, or (ii) conflict with, result in a breach of, or constitute a default under any existing resolution, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the Issuer is a party or by which the Issuer may be bound;

(d) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, which in any way questions the powers of the Issuer referred to in paragraph (a) above, or the validity of any proceedings taken by the Issuer in connection with the issuance of the Notes, or wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement, the Notes, the Renewal Notes or the documents signed or to be signed by the Issuer in connection with the issuance of the Notes or the Renewal Notes;

(e) The Issuer has (i) duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Notes, and (ii) prior to their issuance, the Issuer shall have duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Renewal Notes; and

(f) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Notes have been obtained.

SECTION 3.03 Delivery of the Renewal Note. No later than 9:00 o'clock a.m. Ohio time on the Renewal Date, or such earlier time as the Issuer and the Treasurer shall mutually agree upon, (a) the Issuer will deliver or cause to be delivered to the Paying Agent for registration at such place as the Issuer and the Paying Agent may mutually agree upon, the Renewal Notes in definitive form, duly executed by the Issuer; and (b) the Treasurer will wire or cause to be delivered to an account designated by the Issuer, the purchase price of the Renewal Notes, in immediately available funds, or such other funds or method of payment as may be mutually agreed upon by the Issuer, the Treasurer and the Paying Agent; provided that such purchase price shall be no more than the Gross Purchase Price of the Notes unless the Treasurer shall agree in writing otherwise.

SECTION 3.04 Conditions to Closing. The Treasurer has entered into this Agreement in reliance upon the Issuer's representations and agreements herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Renewal Date. The Treasurer's obligations under Section 2.01 and Article III of this Agreement are and shall be subject to the following further conditions (any or all of which may be waived by the Treasurer in its discretion):

(a) At the Renewal Date, the Issuer shall have duly passed and there shall be in full force and effect such legislation as, in the opinion of a nationally recognized bond counsel, shall be necessary in connection with the transactions contemplated hereby;

(b) The Treasurer shall have the right to cancel its obligation under Section 2.01(b) and Article III herein to purchase the Renewal Notes if any of the documents, certificates or opinions to be delivered to the Treasurer hereunder is not delivered on the Renewal Date, or if, between the date hereof and the Renewal Date, legislation shall have been enacted by the Congress of the United States to become effective on or prior to the Renewal Date, or a decision of a court of the United States shall be rendered, or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction over the subject matter shall be issued or made, to the effect that the issuance, sale and delivery of the Renewal Notes, or any other obligations of any similar public body of the general character of the Issuer, is in violation of the Securities Act of 1933, as amended, or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Renewal Notes as contemplated hereby or of obligations of the general character of the Renewal Notes; and

(c) On the Renewal Date, the Treasurer shall receive the following documents:

(1) One executed or certified copy of the Renewal Note Legislation;

(2) A certificate, dated as of the Renewal Date, duly executed by the fiscal officer of the Governing Body to the effect that there are no pending, or to their knowledge, threatened legal proceedings which will materially adversely affect the transactions contemplated hereby or the validity or enforceability of the Renewal Notes;

(3) One original transcript of all proceedings relating to the authorization and issuance of the Renewal Notes;

(4) An opinion of nationally recognized bond counsel dated the Renewal Date stating that the Renewal Notes have been validly issued, interest is excluded from gross income for federal income tax purposes, and the Renewal Notes are exempted from registration under the 1933 Act, each to the same extent that interest on the Notes is so excluded; and

(5) Such additional legal opinions, certificates, proceedings, instruments, and other documents, as the Treasurer or its counsel may reasonably request to evidence compliance by the Issuer with legal requirements relating to the issuance of the Renewal Notes, the truth and accuracy, as of the Renewal Date, of all representations herein contained and the due performance or satisfaction by the Issuer at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated hereunder.

If the Issuer shall be unable to satisfy the conditions to the Treasurer's obligations contained in this Article III, the Treasurer's obligations under Section 2.01 shall be terminated and the Treasurer's obligations under Section 2.02 shall be effected.

ARTICLE IV.
MISCELLANEOUS

SECTION 4.01 Notices. Except as otherwise specified in this Agreement, all notices, requests and other communications provided for hereunder shall be in electronic, telephonic or written form and shall be given to the party to whom sent, addressed to it, at its address, telephone, facsimile number or similar electronic means set forth below or such other address, telephone, facsimile number or similar electronic means as such party may hereafter specify for the purpose by notice to the other parties set forth below. Each such notice, request or communication shall be effective (i) if given by telephone, facsimile or similar electronic means, when such communication is transmitted to the address specified below and any appropriate answer back is received, (ii) if given by mail, three (3) Business Days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by any other means, when delivered at the address specified below:

- (a) if to the Treasurer:

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department
Telephone No.: (614) 466-3511
Facsimile No.: (614) 466-2499
OMAP@tos.ohio.gov and Investments@tos.ohio.gov

- (b) if to the Issuer:

Village of Oakwood, Ohio
24800 Broadway
Oakwood, Ohio 44146
Attention: Brian L. Thompson, Director of Finance
Telephone No.: (440) 232-6776
Facsimile No.: (440) 232-9505
bthompson@oakwoodvillage.com

- (c) if to the Paying Agent:

U.S. Bank Trust Company, National Association
1350 Euclid Avenue, 11th Floor
CN-OH-RN11
Cleveland, Ohio 44115
Attention: Corporate Trust Services
Telephone No.: (216) 623-5987
Facsimile No.: (216) 623-9202
david.schlabach@usbank.com

or (iv) in any of the foregoing cases, at such other address, telephone, facsimile number or similar electronic means as the addressee may hereafter specify for the purpose in a notice to the other party.

SECTION 4.02 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio.

SECTION 4.03 Paying Agent. The Paying Agent shall be entitled to the same protections in so acting under this Agreement as it has in acting as Paying Agent under the Paying Agent Agreement. The Paying Agent's obligations under this Agreement shall be deemed satisfied in full upon satisfaction of the conditions in Section 2.03(b) herein or upon the Note being retired.

SECTION 4.04 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

SECTION 4.05 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity or enforceability or non-authorization of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

SECTION 4.06 Business Days. If any payment under this Agreement shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing interest, if any, in connection with such payment.

SECTION 4.07 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[Signature Page Immediately Follows]

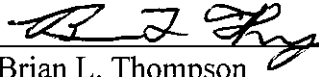
[Signature Page to the Standby Note Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered by their respective duly authorized officers as of the date hereof.

TREASURER OF THE STATE OF OHIO
"Treasurer"

By: _____
Name: _____
Title: _____

VILLAGE OF OAKWOOD, OHIO
"Issuer"

By: 
Name: Brian L. Thompson
Title: Director of Finance

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
"Paying Agent"

By: _____
Name: _____
Title: _____

EXHIBIT A
Form of Notification Date Notice

[Notification Date]

Village of Oakwood, Ohio
24800 Broadway
Oakwood, OH 44146
Attention: Brian L. Thomson, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of June 11, 2025 (the "Agreement"), among the Treasurer of the State of Ohio (the "Treasurer"), the Village of Oakwood, Ohio (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Paying Agent").

Pursuant to the Agreement, the Issuer is required to satisfy the following requirements no later than June ___, 2026:

(1) Deposit with the Paying Agent sufficient funds for full payment of all amounts due on the Note on June 11, 2026; or

(2) Deliver to the Treasurer and Paying Agent a certificate stating that the Issuer has authorized renewal notes or bonds and has entered into a purchase agreement whereby such notes or bonds will be purchased and the proceeds thereof will be made available to retire the Notes at or prior to June 11, 2026.

If there are any questions about satisfying the above referenced requirements, please contact the office of the Treasurer as soon as possible.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: Exhibit – Not for Signature

Name: _____

Title _____

EXHIBIT B
Form of Potential Unpaid Note Notice

_____, 2026

Village of Oakwood, Ohio
24800 Broadway
Oakwood, OH 44146
Attention: Brian L. Thomson, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Notes

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of June 11, 2025 (the "Agreement") among the Treasurer of the State of Ohio (the "Treasurer"), the Village of Oakwood, Ohio (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Paying Agent").

The Issuer has failed to either deposit with the Paying Agent sufficient funds to provide for full payment of all amounts due on the Note on June 11, 2026, or deliver to the Treasurer and Paying Agent a Renewal Certificate.

Pursuant to the Agreement, the Issuer is required to take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 of the Agreement, to authorize, execute and deliver or cause to be delivered Renewal Notes to the Treasurer on the Renewal Date.

Please contact the office of the Treasurer immediately.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: Exhibit – Not for Signature

Name: _____

Title: _____

EXHIBIT C
Form of Maturity Date Notice

_____, 2026

Village of Oakwood, Ohio
24800 Broadway
Oakwood, OH 44146
Attention: Brian L. Thomson, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Notes

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of June 11, 2025 (the "Agreement"), among the Treasurer of the State of Ohio (the "Treasurer"), the Village of Oakwood, Ohio (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Paying Agent").

The Issuer has failed to deposit with the Paying Agent sufficient funds for full payment of all amounts due on the Note on the date hereof.

Funds of the Treasurer have been applied to purchase the Note, the Note has been registered in the name of the Treasurer, and the Note will bear interest at [After Maturity Rate] and will be payable to the Treasurer.

Please contact the office of the Treasurer immediately.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: Exhibit – Not for Signature

Name: _____

Title _____

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE VILLAGE OF OAKWOOD, OHIO:

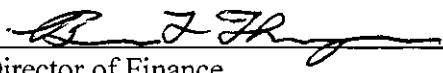
As fiscal officer of the Village of Oakwood, Ohio, I certify in connection with your proposed issue of not to exceed \$1,335,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of (i) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2009 Street improvement) (\$180,000 of the Notes), (ii) acquiring, remodeling, renovating, furnishing and equipping a building to house Village Service Department functions and improving its site (the 2009 Service Department improvement) (\$130,000 of the Notes), (iii) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2010 Street improvement) (\$600,000 of the Notes), (iv) improving streets and roads in the Village by reconstructing, resurfacing, grading, draining, curbing, paving, constructing storm sewers and related facilities and making other improvements as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2011 Street improvement) (\$320,000 of the Notes), (v) remodeling, renovating, installing lighting and otherwise improving the Village's Community Center (the 2018 Community Center improvement) (\$25,000 of the Notes), (vi) acquiring real estate for Village purposes (the 2018 Real Estate improvement) (\$20,000 of the Notes), (vii) resurfacing streets and roads in the Village with asphalt as designated in the plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2018 Street improvement) (\$15,000 of the Notes), (viii) acquiring solid waste and recycling containers for use in refuse collection (the 2018 Recycling Container improvement) (\$10,000 of the Notes) and (ix) resurfacing Forbes Road from Northfield Road to Broadway Avenue in accordance with plans approved or to be approved by Council, together with the necessary related improvements and appurtenances thereto (the 2020 Forbes Road improvement, and, collectively with the 2009 Street improvement, the 2009 Service Department improvement, the 2010 Street improvement, the 2011 Street improvement, the 2018 Community Center improvement, the 2018 Real Estate improvement, the 2018 Street improvement and the 2018 Recycling Container improvement, the improvements) (\$35,000 of the Notes), that:

1. The estimated life or period of usefulness of the improvements is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is (i) 20 years as to the portions of the Bonds related to the 2009 Street improvement, the 2010 Street improvement, the 2011 Street improvement and the 2018 Community Center improvement, (ii) 25 years as to the portion of the Bonds related to the 2009 Service Department improvement, (iii) five years as to the portions of the Bonds related to the 2018 Recycling Container improvement, (iv) 30 years as to the portion of the Bonds related to the 2018 Real Estate

improvement and (v) 15 years as to the portion of the Bonds related to the 2018 Street improvement and the 2020 Forbes Road improvement. If notes in anticipation of the related Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the related Bonds. Thus, the maximum maturity of the Bonds related to the (A) 2009 Street improvement is eight years, (B) 2009 Service Department improvement is 13 years, (C) 2010 Street improvement is nine years, (D) 2011 Street improvement is 10 years, (E) 2018 Community Center improvement is 17 years, (F) 2018 Real Estate improvement is 27 years, (G) 2018 Street improvement is 12 years, (H) 2018 Recycling Container improvement is two years and (I) 2020 Forbes Road improvement is 14 years.

3. The maximum maturity of the Notes is (i) October 7, 2029, as to the portions of the Notes related to the 2009 Street improvement and the 2009 Service Department improvement, which date is 20 years from October 7, 2009, the date of issuance of the original notes issued for those purposes, (ii) October 6, 2030, as to the portion of the Notes related to the 2010 Street improvement, which date is 20 years from October 6, 2010, the date of issuance of the original notes issued for that purpose, (iii) October 5, 2031, as to the portion of the Notes related to the 2011 Street improvement, which date is 20 years from October 5, 2011, the date of issuance of the original notes issued for that purpose, (iv) September 19, 2038, as to the portion of the Notes related to the 2018 Community Center improvement, the 2018 Real Estate improvement and the 2018 Street improvement, which date is 20 years from September 19, 2018, the date of issuance of the original notes issued for those purposes, (v) September 19, 2028, as to the portion of the Notes related to the 2018 Recycling Container improvement, which date is 10 years from September 19, 2018, the date of issuance of the original notes issued for that purpose, and (vi) September 16, 2040, as to the portion of the Notes related to the 2020 Forbes Road improvement, which date is 20 years from September 16, 2020, the date of issuance of the original notes issued for that purpose.

Dated: May 28, 2025



Director of Finance
Village of Oakwood, Ohio

\$ _____
Village of Oakwood, Ohio
Various Purpose Notes, Series 2025

PAYING AGENT AGREEMENT

This Paying Agent Agreement (this “Agreement”), is entered into as of June 11, 2025, between the Village of Oakwood, Ohio (the “Issuer”) and U.S. Bank Trust Company, National Association (the “Paying Agent”).

WHEREAS the Issuer has duly authorized and provided for the issuance of its \$ _____ Various Purpose Notes, Series 2025 (the “Notes”);

WHEREAS the Issuer will ensure that all things necessary to make the Notes the valid obligations of the Issuer will be done upon the issuance and delivery thereof;

WHEREAS the Issuer wishes to appoint a paying agent for the purpose of paying the principal of and interest on the Notes, in accordance with the terms of the Notes and to act as paying agent under that certain Standby Note Purchase Agreement (the “SNPA”) among the Issuer, The Treasurer of the State of Ohio (the “Treasurer”) and the Paying Agent; and

WHEREAS the Paying Agent agrees to serve in such capacities for and on behalf of the Issuer;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF PAYING AGENT

1.1. The Issuer hereby appoints U.S. Bank Trust Company, National Association as Paying Agent with respect to the Notes, to pay to the owners or holders of the Notes (the “Holders”) in accordance the terms of the Notes and Ordinance No. 2025-_____, passed by the Village Council of the Issuer on May ___, 2025 (the “Authorizing Document”), and this Agreement the principal of and interest on all or any of the Notes and to take all actions of the Paying Agent under the terms of the SNPA.

1.2. U.S. Bank Trust Company, National Association hereby accepts its appointment, and agrees to act as Paying Agent.

1.3. As compensation for the Paying Agent’s services hereunder and under the SNPA, the Issuer agrees to pay the Paying Agent a fee of \$ _____ on the date hereof and if the Paying Agent is required to deliver the notice required under Section 2.01(b) of the SNPA with respect to a Potential Unpaid Note (as defined therein) an additional fee of \$ _____.

ARTICLE TWO

PAYING AGENT

2.1. Provided that sufficient funds have been provided to the Paying Agent for such purpose by or on behalf of the Issuer, the Paying Agent shall, on behalf of the Issuer, pay to the owners or holders of the Notes the principal of and interest on each Note in accordance with the terms of the Notes and the Authorizing Document. Payment to owners or holders on applicable payment dates is conditioned upon the Issuer depositing with the Paying Agent funds sufficient to pay principal or interest as required under 2.2 below.

2.2. The Issuer hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 3 business days prior to payment date and (2) payment by wire must be received by Paying Agent no later than 10:30 a.m. Ohio time on the payment date.

ARTICLE THREE

REGISTRAR

3.1. The Notes will be initially registered and delivered (FAST) to the Depository Trust Company for the account of the purchaser designated by the Issuer.

3.2. The Paying Agent shall provide for the proper registration of transfer, exchange and replacement of the Notes in accordance with the Authorizing Document. Every Note surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Paying Agent, duly executed by the Holder thereof or his/her attorney duly authorized in writing. The Paying Agent may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

3.3 The Paying Agent will maintain its records as registrar in accordance with the Authorizing Document and the Paying Agent's general practices and procedures in effect from time to time.

3.4. The Issuer acknowledges that if the Treasurer is required to purchase Unpaid Notes under the terms of the SNPA the Paying Agent is required to cause a fully registered Note to be provided to the Treasurer. On the date hereof, the Issuer agrees to provide the Paying Agent an unauthenticated Note to facilitate any such transfer. The Paying Agent agrees that it will maintain such unauthenticated Note in safekeeping.

ARTICLE FOUR

GENERAL MATTERS

4.1. The Paying Agent undertakes to perform the duties set forth herein and the duties of the Paying Agent set forth in this Agreement and the SNPA. No implied duties or obligations shall be read into this Agreement or the SNPA against the Paying Agent. The Paying Agent hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Notes to pay the same as they shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Paying Agent to function as Paying Agent.

4.2. (a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the Issuer.

(b) No provision of this Agreement shall be construed to relieve the Paying Agent from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that no provision of this Agreement or the SNPA shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder or under the SNPA, or in the exercise of any of its rights or powers.

(c) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Note, but shall be protected in acting upon receipt of Notes containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or agent of the Holder.

(d) The Paying Agent may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(e) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

4.3. Money held by the Paying Agent hereunder need not be segregated from other funds. The Paying Agent shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Paying Agent for the payment of the principal, redemption premium (if any) or interest on any Note and remaining unclaimed, by the Holder (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If

funds are returned to the Issuer, the Issuer and the Paying Agent agree that the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and that all liability of the Paying Agent with respect to such moneys shall thereupon cease.

4.4. The Paying Agent may engage in or be interested in any financial or other transaction with the Issuer.

4.5. The Issuer and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.1. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

5.2. This Agreement may not be assigned by either party without the prior written consent of the other party.

5.3. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Paying Agent shall be mailed, faxed, sent pdf or delivered to the Issuer or the Paying Agent, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:	Village of Oakwood, Ohio 24800 Broadway Oakwood, OH 44146 Attention: Director of Finance
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If to the Paying Agent:	U.S. Bank Trust Company, National Association 1350 Euclid Avenue, 11 th Floor CN-OH-RN-11 Cleveland, OH 44115 Attn: Corporate Trust Services
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5.4. The Article headings herein are for convenience of reference only and shall not affect the construction hereof.

5.5. All covenants and agreements herein by the Issuer and the Paying Agent shall bind their successors and assigns, whether so expressed or not.

5.6. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

5.7. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

5.8. This Agreement and the SNPA shall constitute the entire agreement between the parties hereto relative to the Paying Agent acting as Paying Agent and registrar.

5.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

5.10. This Agreement shall be effective from and after its date and until the earliest of (i) the date the Paying Agent resigns, (ii) the date any Notes are registered in the name of the Treasurer, or (iii) the date all of the Notes have been paid in full; provided, however, that no such termination provided for in clause (i) shall be effective until a successor has been appointed and has accepted the duties of the Paying Agent hereunder and under the SNPA.

The Paying Agent may resign at any time by giving written notice thereof to the Issuer. If the Paying Agent shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Paying Agent within thirty (30) days after the Paying Agent gives notice of resignation, the Paying Agent may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and registrar. In the event of resignation of the Paying Agent as Paying Agent and registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Paying Agent hereunder the Paying Agent shall deliver to the Issuer or its designee all funds and unauthenticated Notes.

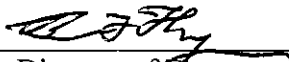
5.11. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Ohio.

5.12. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Paying Agent will ask for documentation to verify its formation and existence as a legal entity. The Paying Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

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

ISSUER:

VILLAGE OF OAKWOOD, OHIO

By: 
Director of Finance

PAYING AGENT:

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____