

SIB#240004/PID#121049

PROMISSORY NOTE

\$2,000,000

March __, 2024

For value received, City of Gahanna, a political subdivision (the "City"), promises to pay to the order of the Director of Transportation of the State of Ohio (the "Director"), acting on behalf of the State of Ohio, at 1980 West Broad Street, Mailstop 2130, Columbus, Ohio 43223, or at such other address as may be designated in writing by the Director, the principal sum of Two Million Dollars (\$2,000,000), with interest on the amount of principal from time to time outstanding from the Disbursement Date as specified under and defined in the Loan Agreement between the Director and the City dated as of March __, 2024, (the "Loan Agreement"), (i) at the rate of zero (0%) percent per annum from the Closing Date until, and including, the last day of the twelfth (12th) month after the Closing Date; and (ii) three percent (3%) per annum from the first day of the thirteenth (13th) month after the Closing Date, until paid. Defined terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

The Borrower shall pay an amount equal to the amount designated in Schedule A attached hereto and incorporated herein in its entirety by this reference.

The entire principal balance hereon, and accrued and unpaid interest thereon, and all other obligations of the City hereunder, if not sooner paid, shall be due and payable in full on the last day of the two hundred fortieth (240th) month after the date on which monies are first disbursed to the City.

This Note does not of itself constitute a commitment by the Director to make any disbursement of the Loan (as defined in the Loan Agreement) to the City. The conditions for making such a disbursement are set forth in the Loan Agreement. The disbursements made by the Director to the City, or on behalf of the City, shall not exceed the face amount of this Note and the total amount of such disbursement is limited by and subject to the conditions for making disbursement of the Loan as set forth in the Loan Agreement.

The annual rate of interest stated herein shall apply to a 360-day period and amounts of interest due hereunder shall be computed upon the basis of 30-day months. Installments of principal and interest shall be applied first to interest as provided herein and the balance to principal due hereunder.

The City may prepay all or any portion of the principal sum hereof at any time but if such prepayment is made during the first three years after the Closing Date of the loan a three percent (3%) fee shall be assessed on the amount prepaid. All such prepayments shall be applied to the payment of the principal installments due hereon in the inverse order of their maturity, and shall be accompanied by the payment of accrued interest on the amount of the prepayment to the date thereof.

The payment of this Note and all interest hereon is secured by the City's pledge of City Tax Increment Financing revenues and City Income Tax Receipts, as set forth in the Loan Agreement. The covenants, conditions and agreements contained in the Loan Agreement are hereby made a part of this Note.

If default be made in the payment of any installment of principal and interest under this Note when any such payment shall have become due and payable, or if an "Event of Default," as defined in the Loan Agreement shall have occurred and be continuing, then, at the option of the Director, the entire principal sum payable hereunder and all interest accrued thereon shall become due and payable at once, without demand or notice.

For the period during which a default shall exist in the payment of any amount due and payable hereunder (the "Amount Due") a late charge equal to five percent (5%) of Amount Due shall be assessed, in addition to all other sums due hereunder, for each month during which the default exists. In the event the Director elects to accelerate the Loan, the interest rate shall increase to eight percent (8%) per annum on any monies due the Director.

If any provision hereof is in conflict with any statute or rule of law of the State of Ohio or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed separable from and shall not invalidate any other provision of this Note.

If this Note is placed in an attorney's hands for collection, or collected by suit or through the bankruptcy or probate, or any other court, either before or after maturity, there shall be paid to the holder of this Note reasonable attorney fees, costs and other expenses incurred by the holder in enforcing the terms of this Note.

Nothing in this Note constitutes a debt or pledge of the faith and credit of the City, or gives the holder of this Note the right to have taxes levied by the City for the payment of this Note.

It is certified and recited that there have been performed and have been met in regular and due form, as required by law, all acts and conditions necessary to be performed by the City or to have been met (i) precedent to and in the issuing of this Note in order to make it legal, a valid and binding obligation of the City, and (ii) precedent to and in the execution and delivery by the City of the Loan Agreement; and that no constitutional or statutory limitation have been exceeded in issuing this Note.

This Note is executed in Gahanna, Ohio, and shall be construed in accordance with the laws of the State of Ohio.

CITY OF GAHANNA

By: _____

Print Name: _____

Title: _____

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