

BOND REGISTRAR AGREEMENT

This BOND REGISTRAR AGREEMENT (the “Agreement”) is made and entered into as of _____, 2024, and under the circumstances summarized in the following recitals, by and between the City of Gahanna, Ohio (the “Issuer”), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter and The Huntington National Bank, in Columbus, Ohio (the “Bond Registrar”), a national banking association duly organized and validly existing under the laws of the United States of America and authorized to exercise corporate trust powers under the laws of the State of Ohio, in connection with the issuance and servicing of \$_____ Capital Facilities [Improvement and Refunding] Bonds, Series 2024[A/B], dated _____, 2024 (the “Bonds”):

A. By Ordinance[s] No. _____-2024 [and No. _____-2024, each] passed by the City Council of the Issuer on February ____, 2024 ([collectively,] the “Bond Ordinance”), a certified copy of which is attached hereto as **EXHIBIT A**, and the Certificate of Award dated _____, 2024 and signed by the Director of Finance pursuant to the Bond Ordinance (the “Certificate of Award” and together with the Bond Ordinance, the “Bond Legislation”), a copy of which is attached hereto as **EXHIBIT B**, the Issuer has authorized the issuance and sale of the Bonds.

B. By the Bond Legislation and pursuant to Section 9.96 and Chapter 133 of the Ohio Revised Code, the Issuer has appointed the Bond Registrar as its agent to act as authenticating agent, bond registrar, transfer agent and paying agent for and in connection with the Bonds, and has authorized and directed the Bond Registrar to keep all the books and records necessary for registration, exchange and transfer of the Bonds (the “Bond Register”).

C. The Issuer has determined that the Bonds will be initially issued and issuable in book entry form, with one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). The fully registered Bonds will be deposited with and retained in the custody of DTC or the Bond Registrar as its agent pursuant to any custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system for use in a book entry system. The Issuer has executed, and DTC has accepted, a Blanket Issuer Letter of Representations to DTC (the “DTC Letter”) pertaining to the book entry system, a copy of which DTC Letter is included in the transcript of proceedings for the Bonds.

D. Capitalized words and terms used herein and not otherwise defined shall have the meanings set forth in the Bond Legislation.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Issuer and the Bond Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Bonds:

(a) The Issuer will deliver to the Bond Registrar no later than two (2) business days prior to the day set for delivery of the Bonds to the Original Purchaser (the “Closing”):

(i) specimens of the signatures or facsimile signatures of the officers of the Issuer whose signatures or facsimile signatures appear on the Bonds;

(ii) _____ (____) Bond certificates (one for each maturity of the Bonds), completed with numbers, principal amounts, and denominations and listing Cede & Co., as nominee for DTC, as the registered owner, to be delivered at the Closing and such additional bond forms with appropriate blank spaces to be filled in (the “Bond Forms”), in sufficient number to provide for future transfers, as agreed upon by the Issuer and the Bond Registrar; and

(iii) a completed Request to Authenticate and Deliver in the form attached hereto as **EXHIBIT C**.

(b) The Bond Registrar shall review the Bonds to be delivered at the Closing to confirm the numbers, principal amounts, interest rates, denominations and other pertinent information and record the name and address of Cede & Co., as nominee for DTC, as registered owner of the Bonds, in the Bond Register, all so as to permit delivery of those Bonds at the time and place of the Closing.

(c) No later than two (2) business days before the Closing, the Bond Registrar, through one or more duly authorized officers or employees, or through another authorized person acting as an agent of the Bond Registrar and approved by the Issuer, shall sign the Certificate of Authentication on each of the Bonds to be delivered at the Closing. At least two (2) business days prior to the Closing, the authenticated Bonds shall be delivered to DTC, or retained by the Bond Registrar as DTC’s agent pursuant to a custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system, against a safekeeping receipt provided by DTC. No further disposition or release will be made of the Bonds or interests in the Bonds until payment for the Bonds has been made by _____, in _____, _____ (the “Original Purchaser”), to the Issuer in accordance with the instructions in the Request to Authenticate and Deliver.

(d) Upon confirmation by the Issuer of its receipt of payment of the purchase price for the Bonds, the Bond Registrar, on behalf of the Issuer, will contact DTC and authorize the release and delivery of the Bonds in accordance with the instructions in the Request to Authenticate and Deliver.

(e) [As requested by the Original Purchaser and in accordance with the Bond Legislation, the Bond Registrar shall establish a Cost of Issuance Fund and provide for the payment of certain Financing Costs as described in **EXHIBIT E**. Any balance remaining in the Cost of Issuance Fund after thirty (30) days from the date of this Agreement shall be forwarded to the Issuer and the Cost of Issuance Fund shall be closed. For this service, the Bond Registrar shall be paid a fee of \$_____ at Closing.]

(f) The Issuer consents to the Bond Registrar acting as agent for DTC pursuant to an existing custodial relationship between the Bond Registrar and DTC with respect to the holding of the Bonds by the Bond Registrar under the DTC-FAST system.

Section 2. The Bond Registrar shall hold in safekeeping any Bond Forms delivered to it by the Issuer and not delivered at the Closing, as set forth in the form of Receipt attached hereto as **EXHIBIT D**, and shall notify the Issuer of any need for additional Bond Forms in sufficient time

to permit an adequate supply to be available for the purposes set forth in Section 1(a)(ii) and Section 4 of this Agreement.

Section 3. So long as any of the Bonds remain outstanding, the Bond Registrar will keep and maintain, at its designated corporate trust office, the Bond Register, initially its Columbus, Ohio corporate trust office, on which it will maintain a current and accurate record of the names and addresses of the registered owners of the Bonds (the “Owners”), and shall perform, without limitation, authentication, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Bonds, all in accordance with this Agreement, the Bond Legislation, Section 9.96 of the Ohio Revised Code, the DTC Letter and any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and regulations, proposed regulations and rulings under that Section 149(a).

As used in this Section:

“Book Entry Form” or “Book Entry System” means a form or system under which (a) the ownership of beneficial interests in the Bonds and the principal of and interest and any premium on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the Issuer and payable only to a Depository or its nominee as registered owner, with the certificates deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the Issuer or the Bond Registrar is the record that identifies the owners of beneficial interests in the Bonds and that principal and interest.

“Depository” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book Entry System to record ownership of beneficial interests in the Bonds or the principal of and interest and any premium on the Bonds, and to effect transfers of the Bonds, in Book Entry Form, and includes and means initially DTC.

“Participant” means any participant contracting with a Depository under a Book Entry System and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Bonds shall be originally issued to a Depository for use in a Book Entry System and: (a) such Bonds shall be registered in the name of the Depository or its nominee, as Owner, and deposited with and retained in the custody of the Depository or its agent; (b) there shall be a single, fully registered Bond representing each maturity; and (c) such Bonds shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository, without further action by the Issuer as set forth in the Bond Legislation. The owners of book entry interests in the Bonds shall not, except as provided in the Bond Legislation, have any right to receive Bonds in the form of physical securities or certificates. The Issuer and the Bond Registrar shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

Except as provided in subsection (c) of Section 9 of the Bond Ordinance, the Issuer and the Bond Registrar will recognize and treat the Depository as the owner of the Bonds for all

purposes, including payment of debt charges, redemption and other notices and enforcement of remedies. Crediting of debt charge payments and transmittal of notices and other communications by the Depository to Participants, by Participants to indirect Participants, and by Participants and indirect Participants to the book entry interest owners, will be handled under arrangements among them.

Neither the Issuer nor the Bond Registrar shall have any responsibility or liability for any aspects of the records relating to, or payments made on account of, book entry interest ownership, or for maintaining, supervising or reviewing any records relating to such ownership; or for the distribution by the Depository, Participants or others to the book entry interest owners of (a) payments of debt charges paid on the Bonds, or (b) redemption or other notices sent to the Depository as the registered owner, or that they will do so on a timely basis.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a Book Entry System, the Issuer may attempt to have established a securities depository/Book Entry System relationship with another qualified Depository pursuant to the Bond Legislation. If the Issuer does not or is unable to do so, the Issuer, after the Bond Registrar, at the direction of the Issuer, has made provision for notification of the owners of book entry interests in the Bonds by appropriate notice to the then Depository, shall permit withdrawal of the Bonds from the Depository or its agent, and shall authenticate and deliver Bond certificates in fully registered form to the assignees of the Depository or its nominee. If the event is not the result of Issuer action or inaction, such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing, or otherwise preparing, and delivering such replacement Bonds), of those persons requesting that authentication and delivery. Such replacement Bonds shall be in Authorized Denominations.

The Issuer and the Bond Registrar hereby covenant and agree to perform any and all of their respective duties and obligations arising out of the representations made by the Issuer in the DTC Letter.

Section 4. In accordance with the Bond Legislation and except as provided with respect to Bonds in Book Entry Form as provided in Section 3 hereof, the Bond Registrar shall:

(a) Exchange or transfer Bonds upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, and shall complete, authenticate and deliver new Bonds to the Owner or the new Owner of the transferred Bonds or its agent in an authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Bonds surrendered. The new Bonds will bear interest at the same rate and mature on the same date as the surrendered Bonds.

(b) Record the exchange or transfer of any Bond on the Bond Register.

(c) If manual signatures on behalf of the Issuer are required, undertake the above actions only after the new Bonds are signed by the authorized officers of the Issuer.

(d) Complete the transfer or exchange, and completion, authentication and delivery of the new Bonds, in accordance with the standards and conditions applicable to registered corporate

securities established in the Securities and Exchange Commission regulation §240.17 Ad-1 and -2 as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

(e) Give notice on behalf of the Issuer of any calls for redemption of Bonds.

(f) Hold moneys provided by the Issuer for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay those moneys to those Owners upon presentation and surrender of those Bonds.

Section 5. Every exchange or transfer of the Bonds will be made without charge to the Owners, except that the Issuer and the Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Bond Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer.

Section 6. The Bonds shall be subject to optional [and mandatory] redemption prior to maturity as provided in the Bond Legislation. To exercise its right of optional redemption, the Issuer shall give written notice to the Bond Registrar of its election to redeem and of the redemption date and the principal amount of Bonds to be redeemed. That notice shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar. Upon receipt of such notice, the Bond Registrar shall give notice of redemption of Bonds, call Bonds, hold moneys provided by the Issuer for redemption of particular Bonds in trust for the account of the Owners of those Bonds, and pay those moneys to those Owners, all in accordance with the provisions of the Bond Legislation, this Agreement and the DTC Letter.

The Bond Registrar shall not be required to make any exchange or transfer of a Bond during the period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds to the Owners and ending at the close of business on the day of such mailing or to transfer or exchange any Bond selected for redemption, in whole or in part.

Section 7. The Bond Registrar shall complete, authenticate, deliver and register new Bonds to replace Bonds lost, stolen, destroyed or mutilated upon receiving written instructions to do so from the Director of Finance together with evidence of indemnification by the Owner of the Issuer and the Bond Registrar in a form satisfactory to the Issuer and the Bond Registrar.

Section 8. The Bond Registrar shall cancel any Bonds surrendered to it pursuant to the Bond Legislation for payment or retirement or for exchange, replacement or transfer. Written reports of surrender and cancellation of the Bonds shall be made to the Director of Finance by the Bond Registrar upon written request. Unless otherwise directed by the Issuer or other lawful authority, cancelled Bonds shall be retained and stored by the Bond Registrar for a period of seven (7) years. After that time, or at any earlier time as authorized by the Issuer, the cancelled Bonds may, at the direction of the Director of Finance, be either returned to the Issuer or destroyed by the Bond Registrar by shredding or cremation, and certificates of that destruction (describing the manner of that destruction) shall be provided by the Bond Registrar to the Director of Finance.

Section 9. The Bond Registrar shall retain and store the Bond Register for seven (7) years after payment of all of the Bonds. At any time and upon request by the Issuer, the Bond Registrar shall permit the Issuer to inspect the Bond Register and will provide the Issuer with a

copy of the Bond Register. The Bond Registrar and the Issuer acknowledge that pursuant to Section 9.96 of the Ohio Revised Code the Bond Register is not a “public record” under Ohio law. In the event of a request to the Bond Registrar by any person other than the Issuer for inspection of the Bond Register, the Bond Registrar shall notify the Director of Finance and will not permit that inspection unless it is approved by the Director of Finance, except that the Bond Registrar may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 10. The Bond Registrar shall pay the debt charges on the Bonds in accordance with the Bond Legislation and the DTC Letter, but only from money deposited with the Bond Registrar by the Issuer for that purpose. The Issuer shall cause funds to be on deposit with the Bond Registrar in an amount sufficient and available to pay the interest, or principal and interest, then to be due no later than 10:00 a.m. (Ohio time) on the business day immediately preceding the date on which that payment is to be made.

The Bond Registrar will keep and maintain records of its receipt of moneys from the Issuer and its disbursement of those moneys and will make those records available to the Director of Finance upon request.

Section 11. The Bond Registrar agrees to undertake [the] [all other] duties and obligations and to perform all services contemplated to be performed under this Agreement. For its ordinary services, the Issuer shall pay the Bond Registrar a [single one-time fee of \$_____ within thirty (30) days after the Closing] [fee of \$_____ at Closing, together with an annual fee of \$_____ thereafter within forty-five (45) days of receipt of invoice from the Bond Registrar in each year that Bonds are outstanding], plus reasonable out-of-pocket expenses, disbursements and advances made by the Bond Registrar in accordance with the terms of this Agreement (including attorney fees and expenses), which the Bond Registrar hereby acknowledges to be the compensation due to it during the life of the Bonds for the performance of its ordinary services contemplated by this Agreement. If the Bond Registrar is required by a governmental agency or court proceeding initiated by a third party to undertake actions or duties beyond those which are set forth herein but related thereto, the Bond Registrar shall promptly provide written notice thereof to the Issuer. Payment of the Bond Registrar’s fees and expenses for such extraordinary services shall be made by the Issuer only after such notice and shall be subject to Issuer approval and appropriation of funds for that purpose.

Section 12. In the absence of bad faith on its part in the performance of its services under this Agreement, the Bond Registrar will be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

At any time, the Bond Registrar may apply to the Director of Finance for instructions, and may, with the consent of the Issuer, consult with bond counsel for the Issuer, or, in the discretion of the Bond Registrar, it may consult with its own counsel, as to anything arising in connection with the duties herein undertaken, and it shall not be liable for any action taken or omitted by it in good faith in reliance upon such written instructions or upon the written opinions of such counsel; provided, however, that before relying upon the opinion of its own counsel it shall furnish to both the Issuer and to bond counsel for the Issuer a copy of such opinion.

Section 13. No provision of this Agreement shall be construed to relieve the Bond Registrar from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that:

(a) the Bond Registrar shall not be liable for any error of judgment made in good faith by one of its officers unless it shall be proved that it was negligent in ascertaining the pertinent facts; and

(b) no provision of this Agreement shall require the Bond Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

Section 14. The Bond Registrar may resign as Bond Registrar at any time by giving ninety (90) days (or such shorter time as is approved in writing by the Director of Finance) written notice of resignation to the Issuer. The Bond Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the Issuer by the Director of Finance and delivered to the Bond Registrar. Upon the effectiveness of the resignation or termination, the Bond Registrar shall deliver to the Issuer, or such other person designated by the Issuer, the Bond Register and all other records (or copies of those records) pertaining to the Bonds and all Bond Forms and canceled Bonds.

Any corporation or association with or into which the Bond Registrar or any successor may be merged or converted or with which it or any successor may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which the Bond Registrar or any successor shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bond Registrar or any successor, shall be the successor of the Bond Registrar hereunder, if that successor corporation or association is otherwise eligible hereunder and is approved by the Director of Finance on behalf of the Issuer, without the signing or filing of any paper or any other act on the part of the parties hereto or the Bond Registrar or such successor corporation.

Section 15. Notice from one of the parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first-class mail postage prepaid to the Issuer at 200 S. Hamilton Road, Gahanna, Ohio 43230, Attention: Director of Finance and to the Bond Registrar at 7 Easton Oval – EA5W63, Columbus, Ohio 43219, Attention: Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

Section 16. Where a Bond certificate, for any reason, is in the possession of the Bond Registrar and has not been claimed by the Owner or cannot be delivered to the Owner through usual channels, the Bond Registrar shall, after the expiration of four (4) years from the date said certificate was issued, return said certificate to the Issuer to be held by the Issuer for the Owner or transferred in accordance with applicable laws. Any moneys deposited with the Bond Registrar for the payment of principal or interest that remain unclaimed by the person or persons entitled thereto at the end of four (4) years from the date those moneys became payable to that person or those persons, shall be returned to the Issuer, and thereafter any person entitled to payment of those moneys shall look only to the Issuer for payment thereof, regardless of whether that person may

have in his possession a check for the payment of that interest or principal drawn by the Bond Registrar as agent of the Issuer.

Section 17. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the Issuer and the Bond Registrar.

Section 18. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 19. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. This Agreement may be signed in several counterparts, each of which shall be deemed an original.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have signed this Bond Registrar Agreement as of the day and year first above written.

CITY OF GAHANNA, OHIO

By: _____

Title: _____ Mayor _____

By: _____

Title: _____ Director of Finance _____

Approved as to form and correctness:

By: _____

Title: _____ City Attorney _____

THE HUNTINGTON NATIONAL BANK

By: _____

Title: _____

FISCAL OFFICER’S CERTIFICATE – BOND REGISTRAR AGREEMENT

As the fiscal officer of the City of Gahanna, Ohio, I certify that the money required to meet the obligations of the Issuer during Fiscal Year 2024 under the foregoing Bond Registrar Agreement has been lawfully appropriated by the City Council of the Issuer for those purposes and is in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2024

Director of Finance
City of Gahanna, Ohio

EXHIBIT A
BOND ORDINANCE

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND REGISTRAR AGREEMENT IS INCLUDED, THE BOND ORDINANCE REFERRED TO IN THIS EXHIBIT A IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. ____.

EXHIBIT B

CERTIFICATE OF AWARD

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS BOND REGISTRAR AGREEMENT IS INCLUDED, THE CERTIFICATE OF AWARD REFERRED TO IN THIS EXHIBIT B IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. ____.

EXHIBIT C

\$ _____

City of Gahanna, Ohio

Capital Facilities [Improvement and Refunding] Bonds, Series 2024[A/B]

REQUEST TO AUTHENTICATE AND DELIVER

The City of Gahanna, Ohio (the “City”), by its undersigned officer, requests and authorizes The Huntington National Bank, in Columbus, Ohio, as Bond Registrar under the Bond Registrar Agreement between the City and the Bond Registrar dated _____, 2024, and pertaining to the Bonds identified in the caption (the “Bonds”), to complete and to authenticate or cause to be authenticated, and to deliver on this date, the initial Bonds as authorized by Ordinance[s] No. ____-2024 [and No. ____-2024, each] passed by the City Council of the City on February ____, 2024, and awarded to _____ (the “Original Purchaser”) by a Certificate of Award dated _____, 2024 (collectively, the “Bond Legislation”).

The Bonds shall be delivered to or on the order of the Original Purchaser upon payment in federal funds of \$ _____, which amount reflects (i) the purchase price of the Bonds in the amount of \$ _____, with no accrued interest, less (ii) a portion of the purchase price in the amount of \$ _____ which the Original Purchaser is [withholding to pay certain issuance expenses on behalf of the City] [providing to the Bond Registrar for the further payment of certain issuance expenses], all in accordance with the Bond Legislation.

The Bonds to be initially authenticated and delivered will be dated _____, 2024, and will bear interest and mature on the dates and in the principal amounts all as provided in the Certificate of Award.

The Bonds shall be fully registered, one for each maturity of the Bonds, numbered as determined by the Bond Registrar, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, as designated by the Original Purchaser.

Dated: _____, 2024

[Exhibit – Not for Signature]
Director of Finance
City of Gahanna, Ohio

EXHIBIT D

\$ _____

City of Gahanna, Ohio

Capital Facilities [Improvement and Refunding] Bonds, Series 2024[A/B]

**BOND REGISTRAR’S CERTIFICATE OF COMPLETION,
AUTHENTICATION AND RECEIPT FOR UNISSUED BONDS**

The Huntington National Bank, in Columbus, Ohio, as Bond Registrar under the Bond Registrar Agreement between it and the City of Gahanna, Ohio, certifies that:

(a) The following individuals have signed, on behalf of the Bond Registrar as authenticating agent, the Certificate of Authentication appearing on the Bonds identified in the caption (the “Bonds”) and initially delivered on this date, each being an officer or employee of the Bond Registrar duly qualified, empowered and authorized so to act on behalf of the Bond Registrar and holding the office or title set forth opposite the name:

<u>Name</u>	<u>Signature Sample</u>	<u>Office or Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) All blanks on the Bonds requiring completion by the Bond Registrar have been properly, completely and accurately completed and verified by the Bond Registrar.

(c) The Bonds so completed and authenticated are in the denominations and registered in the names of the registered owners as directed in, and have been delivered in accordance with, the Issuer’s Request to Authenticate and Deliver.

(d) The Bond Registrar has not received and does not retain control of any unissued or unauthenticated Bond certificates.

THE HUNTINGTON NATIONAL BANK,
as Bond Registrar

Dated: _____, 2024

By: _____ *[Exhibit – Not for Signature]*

Title: _____

[EXHIBIT E

DISPOSITION OF BOND PROCEEDS]

In accordance with the Bond Legislation, the Bond Registrar shall establish a Cost of Issuance Fund. On the Closing Date, the Original Purchaser will pay to the Bond Registrar \$_____ for deposit in the Cost of Issuance Fund.

From the Cost of Issuance Fund, the Bond Registrar will thereafter pay, on the Closing Date, as costs of issuance of the Bonds:

- (a) \$_____ to Squire Patton Boggs (US) LLP, Bond Counsel.
- (b) \$_____ to Baker Tilly Municipal Advisors, LLC, as Municipal Advisor, for fees and expenses.
- (c) \$_____ to the Bond Registrar as described in Sections 1(e) and 11 of this Agreement.
- (d) \$_____ to DigitalMuni LLC for providing and distributing the Preliminary Official Statement and the Official Statement.
- (e) \$_____ to the Issuer for costs of issuance previously paid by the Issuer (including prior fees of the Municipal Advisor, Moody's Investors Service, Inc. and travel expenses).
- (f) [\$_____ to the Escrow Trustee].
- (f) \$_____ for contingency costs,

in the event any amounts are not distributed, the Bond Registrar will provide an accounting to the Issuer of all expenses paid under this **EXHIBIT E** and any amounts not distributed will be distributed to the Issuer.

Upon the payment of the amounts described above, the Cost of Issuance Fund will be closed.