



LEGISLATIVE COVER MEMO

Introduction: May 4, 2026

Agenda Item: **Resolution 2026-29**

AUTHORIZING A PROPERTY LEASE BETWEEN THE CITY OF FRANKLIN AND HUNTINGTON NATIONAL BANK

Submitted by: Dan Stitzel, Chief of Fire & EMS

Scope/Description: This resolution authorizes a lease to purchase agreement with Huntington Bank for a 2026 Chevy Tahoe Fire Command Vehicle including the upfitting of emergency warning equipment and installation, decals, and compartment equipment. Total lease amount not to exceed of \$92,500 paid over four years in annual installments. The vehicle will be assigned to the battalion shift supervisor and be equipped to serve as an incident command vehicle.

The Safety Committee reviewed this proposal at their April 6, 2026 meeting and recommended moving forward.

Budget Impact: This expense is included in the department's Capital Improvement fund.

Exhibits: Exhibit A: Lease Documentation Schedule No. 101-0018042-004

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2026-29

AUTHORIZING A PROPERTY LEASE BETWEEN THE CITY OF FRANKLIN AND HUNTINGTON NATIONAL BANK

WHEREAS, the Lessee (The City of Franklin) is a political subdivision of the State of Ohio (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("City Council") is authorized to purchase, lease, acquire, and to encumber, real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements including any and all exhibits thereto ("Property Leases") in the principal amount not exceeding the amount of Ninety Two Thousand Five Hundred Dollars (\$92,500.00) ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Property Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property:

Fire Command Vehicle – (1) New Chevrolet Tahoe
(Together with all attachments, tooling, accessories, appurtenances, and additions thereto.)

WHEREAS, Huntington Public Capital Corporation or an affiliate or related entity ("Lessor") is expected to act as the lessor under the Property Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Property Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of Council Members present concurring, that:

Section 1. The City Manager of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Property Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. The City Manager is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Leases (including, but not limited to, escrow agreements) as the City Manager deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Property Leases are hereby authorized.

Section 2. By a written instrument signed by the City Manager, the City Manager may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Property Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Property Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Property Leases and the Property Leases shall contain such options to purchase or prepay by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Property Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Property Lease and the Lessee's obligations under the Property Leases shall not constitute general obligations of the Lessee or indebtedness under the

Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Leases for the current fiscal year are hereby appropriated.

Section 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee’s official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 6. As to each Property Lease, the Lessee reasonably anticipates that it and entities controlled by it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Property Lease is issued and hereby designates each Property Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 7. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 8. This Resolution shall become effective immediately upon its passage.

ADOPTED: May 4, 2206

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

The undersigned Clerk of Council of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect as of the date stated above.

Khristi Dunn, Clerk of Council



Dan Callahan
Equipment Finance Sales Coordinator III
11100 Wayzata Blvd., Ste 700
Minnetonka, MN 55305
Email: Daniel.Callahan@huntington.com
Customer Service:
HBEF.Service@huntington.com
(866)-329-7286

April 28, 2026

City of Franklin, Ohio
1 Benjamin Franklin Way
Franklin, Ohio 45005

Re: City of Franklin, Ohio - Lease Documentation Schedule No. 101-0018042-004

Welcome and thank you for choosing **Huntington Public Capital Corporation** (“HPCC”). At HPCC, we are committed to service excellence and strive to provide the best products and services to fit your leasing needs.

In order to facilitate your lease, please sign and return to my attention one (1) emailed signed copy of the enclosed documents (listed below):

- Resolution and Declaration of Official Intent;
 - Please list the titles of the authorized signers followed by their signatures.
 - Please have the City Clerk sign, print name, title and date

- Equipment Schedule - Please sign and title;
 - Exhibit A – Description of Equipment
 - Exhibit B – Payment Schedule

- Certificate of Authorization – Please have the City Clerk sign, print name, title and date;

- Certificate of Fiscal Officer – Please sign and date;

- Escrow Agreement - Please sign, print name and title;
 - Exhibit A – Payment Request Form – Complete and Return when funds are ready to be released;

- Incumbency Certificate – Please have the authorized signers sign, print name and title in the middle section of the Certificate and please have an authorized officer, sign, print name and title at the bottom section of the Certificate;

- Payment Authorization Certificate - Please sign, print name and title; and

Additional Items needed for Closing:

- 8038-GC Form – Complete and sign. Return COPY to my attention. Send ORIGINAL to the IRS at:
Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

U. S. PATRIOT ACT DISCLOSURE NOTICE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
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. What this means for you is that: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents



- Invoice for Escrow Setup Fee of **\$500.00** due on the Closing Date.

Additional Items needed for Post-Closing and Escrow Draws:

- Liability and Property Insurance Certificates showing **Huntington Public Capital Corporation** as Lessor's Loss Payee and Additional Insured and to include those requirements set out in the Master Lease Agreement;
- Copy of MSO and/or title application evidencing a lien in favor of **Huntington Public Capital Corporation**; and
- Vendor Invoice(s) and Disbursement Wire Instructions.

HPCC is committed to creating superior Customer experiences. Should you have any post-closing requests or questions, our Customer Service department is here to assist you. All inquiries can be sent to HBEF.Service@huntington.com or please call 866-329-7286.

Again, we appreciate your business and look forward to partnering with you for all of your banking needs.

Sincerely,

Dan Callahan
Equipment Finance Sales Coordinator III

U. S. PATRIOT ACT DISCLOSURE NOTICE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
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. What this means for you is that: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents

RESOLUTION AND DECLARATION OF OFFICIAL INTENT
(For "BQ" Transactions)

Lessee: **City of Franklin, Ohio** ("Lessee")

Maximum Principal Amount Expected To Be Financed: **\$92,500.00**

WHEREAS, the Lessee is a political subdivision of the state of **Ohio** (the "**State**") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("**Governing Body**") is authorized to purchase, lease, acquire, and to encumber, real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements including any and all exhibits thereto ("**Property Leases**") in the principal amount not exceeding the amount stated above ("**Principal Amount**") for the purpose of acquiring the property generally described below ("**Property**") and to be described more specifically in the Property Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property:

Quantity	Equipment Description	VIN #
1	New Chevrolet Tahoe	TBD

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

WHEREAS, **Huntington Public Capital Corporation** or an affiliate or related entity ("**Lessor**") is expected to act as the lessor under the Property Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Property Leases ("**Lease Purchase Proceeds**") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

Section 1. Any one of the Authorized Representatives identified below (each an "**Authorized Representative**") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Property Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Leases (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Property Leases are hereby authorized.

Authorized Representatives of Lessee:

City Manager Finance Director

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Property Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Property Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Property Leases and the Property Leases shall contain such options to purchase or prepay by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Property Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Property Lease and the Lessee's obligations under the Property Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Leases for the current fiscal year are hereby appropriated.

Section 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 6. As to each Property Lease, the Lessee reasonably anticipates that it and entities controlled by it will not issue more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Property Lease is issued and hereby designates each Property Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 7. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on May 15, 2026.

CERTIFICATION

The undersigned City Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect as of the date stated above.

Signature of City Clerk of Lessee

Print Name: Khristi Dunn

Official Title: City Clerk

EQUIPMENT SCHEDULE

**Equipment Schedule No. 101-0018042-004,
Between City of Franklin, Ohio, as Lessee
And Huntington Public Capital Corporation, as Lessor**

Dated as of: **May 15, 2026**

Lessor and Lessee hereby acknowledge that the Items of Equipment described in this Schedule have been delivered to, and are now in the possession of, and have been unconditionally accepted by Lessee for all purposes of the Master Lease Agreement No. **18042** dated **May 15, 2026** (the "Agreement") and that the following is a description of said items, the cost thereof, deferred interest to, termination date, the expiration date of the Lease Term with respect thereto, the Lease Payments therefor and the location thereof.

1. Equipment Description: **See Attached Exhibit A**
2. Amount Financed and Lease Payments: Lessee shall pay Lessor the Lease Payments on the dates and in the amounts set forth in the Payment Schedule on the **Exhibit B** (the "Lease Payments")
3. Lease Commencement Date: **May 15, 2026**
4. Lease Termination Date: **December 15, 2029**
5. Legal Name of Lessee: **City of Franklin, Ohio**
6. The Agreement is incorporated into this Equipment Schedule by reference and made a part hereof.
7. Lessee acknowledges that (i) this Schedule is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, (ii) including this Schedule, Lessee has not designated more than \$10,000,000 of obligations issued during the calendar year in which the Lease Commencement Date occurs as qualified tax obligations, and (iii) Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of section 265(b) of the Code during the calendar year in which the Lease Commencement Date occurs will not exceed \$10,000,000.

[The next page is the signature page of this Equipment Schedule.]

ACCEPTED AND APPROVED as of the date stated above as a Schedule to and made a part of the Master Lease Agreement.

Lessor:
Huntington Public Capital Corporation

Lessee:
City of Franklin, Ohio

By: _____

By: _____

Name: Carmel Viado

Name: Jonathan Westendorf

Title: Vice President

Title: City Manager

EXHIBIT A TO

**Equipment Schedule No. 101-0018042-004
Between City of Franklin, Ohio, as Lessee
And Huntington Public Capital Corporation, as Lessor**

DESCRIPTION OF EQUIPMENT:

Equipment Description:	VIN #:	Street Address:	City:	State:	Zip Code:
(1) New Chevrolet Tahoe	TBD	1 Benjamin Franklin Way	Franklin	OH	45005

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

EXHIBIT B TO
Equipment Schedule No. 101-0018042-004
Between City of Franklin, Ohio , as Lessee
And Huntington Public Capital Corporation, as Lessor

PAYMENT SCHEDULE

Lessee's Fiscal Period: January 1st to December 31st

The following Lease Payments are computed on the basis of interest at the rate of 4.7900% per annum with interest computed on the basis of a 360-day year and twelve 30-day months:

Lease Payment Dates:	Lease Payment:	Principal Portion:	Interest Portion:	Concluding Payment:*
12/15/26	\$25,464.55	\$22,879.94	\$2,584.61	\$69,620.06
12/15/27	\$25,464.55	\$22,129.75	\$3,334.80	\$47,490.31
12/15/28	\$25,464.55	\$23,189.76	\$2,274.79	\$24,300.55
12/15/29	\$25,464.55	\$24,300.55	\$1,164.00	\$0.00
Total:	\$101,858.20	\$92,500.00	\$9,358.20	

*The Concluding Payment does not include any Prepayment Premium that may be applicable according to the terms set forth in the Master Lease Agreement.

CERTIFICATE OF AUTHORIZATION

Date: May 15, 2026

Lessee: **City of Franklin, Ohio**

Lessor: **Huntington Public Capital Corporation**

Reference is made to the following documents (collectively, the "Lease"): the Equipment Schedule No. 101-0018042-004 dated as of May 15, 2026 together with its Master Lease Agreement No. 18042 dated as of August 23, 2023 and all document related to said Lease by and between the above-named Lessee and the above-named Lessor.

I hereby certify to Lessor that I am the officer of Lessee with the title indicated beneath my signature below, and as such, I am authorized to execute and deliver this Certificate on behalf of Lessee in connection with the Lease between Lessor and Lessee.

I further certify: (a) that I have examined the representations and warranties made by Lessee in the Lease; and (b) that such representations and warranties remain true and correct as if made on and as of the date of this Certificate.

I further certify: (1) that attached hereto as Exhibit A is a copy of the resolutions or ordinances adopted by the governing body of Lessee or the minutes of an official meeting of the governing body of Lessee regarding the matters set forth in said minutes; (2) that the transactions contemplated by the Lease have been duly authorized by the governing body of Lessee pursuant to the resolutions, ordinances or actions set forth in said Exhibit A; and (3) the resolutions or ordinances which were adopted by, or the actions taken by, the governing body of Lessee as set forth in Exhibit A are in full force and effect on the date of this Certificate and have not been modified or rescinded.

The undersigned City Clerk of Lessee hereby certifies and attests that the undersigned has access to the official records of the governing body of Lessee and that the undersigned is authorized to execute and deliver this Certificate.

Signature of City Clerk of Lessee

Print Name: Khristi Dunn

Official Title: City Clerk

Attachment: Exhibit A, true and complete copy of the original authorizing resolution/ordinance/minutes

CERTIFICATE OF FISCAL OFFICER

The undersigned, Fiscal Officer of **City of Franklin, Ohio** (“Lessee”) hereby certifies that the moneys required to meet the obligations of Lessee during the current fiscal year, as provided for in the Master Lease Agreement **18042**, dated **August 23, 2023**, by and between Lessee and **Huntington Public Capital Corporation**, and the accompanying Equipment Schedule **101-0018042-004**, dated **May 15, 2026**, have been lawfully appropriated by the governing body of Lessee for such purposes and are in the treasury of Lessee or in the process of collection to the credit of an appropriate fund, free from any appropriation for any other purpose and from any previous encumbrances. This Certificate is given in compliance with Section 5705.41, and to the extent applicable, Section 5705.44, Ohio Revised Code.

Fiscal Officer

Dated: May 15, 2026

ESCROW AGREEMENT

This Escrow Agreement (the "**Escrow Agreement**") dated as of May 15, 2026 and entered into among the following parties:

"**Lessor**" means: **Huntington Public Capital Corporation**, a Nevada corporation

"**Lessee**" means: **City of Franklin, Ohio**, a body corporate and politic existing under the laws of **Ohio**

"**Escrow Agent**" means: **Argent Institutional Trust Company**, a trust company organized under the laws of the State of Florida

WITNESSETH:

1. This Escrow Agreement relates to and is hereby made a part of the Equipment Schedule No. 101-0018042-004 dated on or about the date hereof which incorporates the terms and conditions of Master Lease Agreement No. 18042 dated as of August 23, 2023 (collectively, the "**Lease**"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease. "**Funding Expiration Date**" shall mean the date which is **eighteen (18) months** after the date of this Escrow Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement.

4. There is hereby established in the custody of Escrow Agent a special trust fund with an account number to be designated by the Escrow Agent (the "**Acquisition Fund**") which shall be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement. The money and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor.

5. Lessor shall deposit \$92,500.00 in the Acquisition Fund. Monies held by the Escrow Agent hereunder (the "Escrow Funds") shall be invested and reinvested by the Escrow Agent at the written direction of Lessee in Qualified Investments (as defined below) and shall reinvest the proceeds pursuant to such written direction in such Qualified Investments maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed and in any event not later than the Funding Expiration Date. In the absence of such written direction, the Escrow Agent shall invest the Acquisition Fund in the Reich & Tang FDIC Insured Deposit Marketplace until such time as a representative of Lessee shall instruct the Escrow Agent in writing to have the Escrow Funds deposited in another Qualified Investment (as defined below). With respect to any funds received by the Escrow Agent after one o'clock, a.m., Eastern Standard Time, the Escrow Agent shall not be required to invest such funds or to execute any investment instruction until the next day upon which banks in Eastern Standard Time are open for business. The investments made hereunder shall be held by the Escrow Agent in the Acquisition Fund and any income earned on such investments shall be deposited in the Acquisition Fund. The Escrow Agent may make or dispose of any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such trades. The Escrow Agent shall liquidate any investments held in order to make required disbursements under this Escrow Agreement. Additional information on Qualified Investments and/or the prospectus for such investment, if applicable, is available upon written request or by contacting Escrow Agent. The Escrow Agent shall have no responsibility or liability for any loss, cost or penalty which may result from any investment or sale of investment made pursuant to this Escrow Agreement.

6. "**Qualified Investments**", to the extent permitted by law, means: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principle of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America; (iv) certificates of deposit, time deposits, trust deposits, trust accounts, other deposit products or demand deposits with any bank or savings institution, including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits, trust deposits, trust accounts, other deposit products or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in clauses (i), (ii), or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in clauses (i), (ii) or (iii) above; provided that such collateral is free and clear of claims of third parties, that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first priority security interest in such collateral. Any money market fund (including any money market fund sponsored by the Escrow Agent or any affiliate thereof, or for which the Escrow Agent or any affiliate serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding the fact that (i) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such fund for services rendered (as further described in section 15 hereof), (ii) the Escrow Agent charges and collects fees rendered pursuant to the Lease, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to the Lease may at times duplicate those provided to such funds by the Escrow Agent or its affiliates), which fund is invested solely in

obligations described in clauses (i), (ii) or (iii) above. If any of the above-described Qualified Investments, including the investment described in Section 5, are **not** legal investments of Lessee, then Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with written direction to invest funds in accordance with Section 5.

7. Monies in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment. Lessee shall send to Lessor one or more properly executed Payment Request Forms executed by Lessee, and delivered to Lessor for its review. No later than one (1) business day of receipt of the Payment Request Form from Lessee, Lessor, if acceptable as-is, shall execute and deliver the Payment Request Form(s) to Escrow Agent, in the acceptable form, a copy of which is attached hereto as Exhibit A, together with an invoice for the cost of the acquisition of the Equipment for which payment is requested. Upon proper presentation of a Payment Request Form for the invoice at Lessor's satisfaction, Lessor shall provide the Payment Request Form, as previously approved and executed by Lessor, to Escrow Agent and payment shall be made by Escrow Agent from the Acquisition Fund to the payee designated in the Payment Request Form for the cost of the acquisition of the Equipment specified therein. Payment Request Forms delivered to Escrow Agent after 12:00 p.m. E.S.T will be paid the following business day.

8. The Acquisition Fund and this Escrow Agreement shall terminate upon the earlier of: (a) the disbursement of all funds from the Acquisition Fund, (b) the Funding Expiration Date, and (c) the date on which notice is provided by Lessee to Lessor to close the Acquisition Fund (such notice may be provided by Lessee in a Payment Request Form, subject to the conditions set forth in Section 7, by selecting the box which indicates the draw is the final draw to be taken under the Acquisition Fund and that the Acquisition Fund should be closed following the draw). Upon any such termination, any amount remaining in the Acquisition Fund shall, unless otherwise directed by Lessee in writing, immediately be paid as follows: **first**, to Escrow Agent for payment of all reasonable fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and **second**, to Lessor to be applied by Lessor for benefit of Lessee as follows: (i) toward the interest portion of the Lease Payment next coming due under the Lease, (ii) toward the principal portion of the Lease Payment next coming due under the lease, and (iii) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor will prepare and deliver the Lessee a revised Lease Payment schedule to the Lease that reflects such partial prepayment of principal. If Lessor delivers to Escrow Agent written notice of the occurrence of an Event of Default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then Escrow Agent shall immediately remit to Lessor the remaining balance of the Acquisition Fund.

9. Lessee hereby grants Lessor a security interest in the money and investments held by Escrow Agent under this Escrow Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Escrow Agreement and any agreement, contract or instrument related to the Lease or this Escrow Agreement. Lessee represents and warrants to Lessor that the money and investments held by Escrow Agent under this Escrow Agreement are free and clear of any liens other than Lessor's security interests created under this Escrow Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by Escrow Agent under this Escrow Agreement subject to such security interest created by Lessee as bailee for Lessor.

10. Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent and thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall, after payment of its fees, costs and expenses, deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent. Any merger, sale, other transfer, consolidation or the purchase of all or substantially all of the Escrow Agent's escrow business resulting in a new or successor corporate entity to the escrow business shall not be considered a successor for the purposes of this Escrow Agreement, and the Escrow Funds shall be transferred to such entity without written consent or further action under this Escrow Agreement.

11. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representation or warranties as to the title to any Equipment or as to the performance of any obligations of Lessor or Lessee. No provision of this Escrow Agreement shall require the Escrow Agent 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.

12. Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the authorized agent of either of them, at any time during regular business hours.

Federal regulations require that Escrow Agent furnish to clients, without any additional cost, written notification of any security transaction in their trust accounts. The notification must be sent within five (5) business days from the date of the transaction or from the date of receipt by Escrow Agent or the broker/deal confirmation. As an alternative to a notice of each individual transaction, clients

may elect to receive this information consolidated into periodic trust statements. Lessee directs Escrow Agent to not send notification of each individual security transaction; security transaction information will be consolidated on the periodic trust statements provided by the Escrow Agent which shall be sent as of December 31 annually. Lessee acknowledges the awareness of the security transaction notification requirement and has made the decision to waive such notification as indicated herein, until further written notice to receive such notification is provided to Escrow Agent.

13. Escrow Agent may: (i) act in reliance upon any writing (including email), notice, certificate, instruction, instrument (each an “**Instrument**”) or signature (including a signature provided by the electronic signing service DocuSign initiated by the Lessor) which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such an Instrument; and (iii) assume that any person purporting to give any such Instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Escrow Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to the form of, the manner of execution of, or the validity, accuracy or authenticity of any Instrument deposited with it, nor as to the identity, authority or right of any person executing the same. Lessee and Lessor shall be responsible for ensuring that only authorized individuals acting on their behalf shall transmit such Instrument via email to the Escrow Agent and for treating applicable user and authorization codes, passwords and/or authentication keys with extreme care. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent’s reliance upon and compliance with such Instrument sent by email notwithstanding such directions conflict or are inconsistent with subsequent written direction. Lessee and Lessor each agree (i) to assume all risks arising out the use of email to submit directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instruction, and the risk of interception and misuse by third parties; (ii) that they are fully informed of the protections and risks associated with the various methods of transmitting directions to the Escrow Agent and that there may be more secure methods of transmitting directions than the method(s) selected by it; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by Escrow Agent’s gross negligence or willful misconduct. In the administration of this Escrow Agreement, the Escrow Agent may execute any of its powers and perform its duties directly or through agents, custodians, nominees and attorneys and shall not be responsible for the misconduct or negligence of such agents, custodians, nominees and attorneys appointed by it with reasonable due care. The Escrow Agent shall not be obligated to perform any obligation hereunder and shall not incur any liability for the nonperformance or breach of any obligation hereunder to the extent that it is delayed in performing, unable to perform or breaches such obligation because of acts of God, war, terrorism, riots, lightning, fire, tornadoes, storms, droughts, explosions, floods, earthquakes, hurricanes, strikes, lockouts or other industrial disturbances, orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, electrical outages, epidemics, pandemics, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Escrow Agent’s technological infrastructure exceeding authorized access, equipment or transmission failures, or other causes reasonably beyond its control; provided that the Escrow Agent shall use commercially reasonable efforts consistent with accepted corporate trust industry practices to maintain performance without delay or resume performance as soon as reasonably practicable under the circumstances.

14. The Lessee agrees to pay to the Escrow Agent its fees and expenses for any reasonable extraordinary services performed or incurred in connection with its duties under this Agreement if notified in writing prior to the performance of those services or the incurring of those expenses so as to allow the Lessee to appropriate sufficient funds for their payment. The provisions of this Section 14 shall survive the termination of this Escrow Agreement and the resignation or removal of Escrow Agent for any reason. In no event shall Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

15. The Escrow Agent may receive various types of fees and revenues in connection with servicing the Acquisition Fund, either upfront or upon investment. The Escrow Agent may charge (i) a flat fee, a fee of a fixed dollar amount payable at the time the transaction takes place or imposed periodically throughout the relationship, and/or (ii) a transaction based fee, a fixed dollar fee that is charged each time the Escrow Agent is required to execute a particular transaction, service or function. The Escrow Agent may receive compensation from any money market funds held in connection with the relationship as (i) shareholder servicing payments, which is compensation for providing certain services for the benefit of the money market fund company, typically consisting of maintenance of shareholder ownership records, distributing prospectuses and other shareholder information materials to investors and handling proxy voting materials; paid under a money market fund’s 12b-1 distribution plan and impacting the investment performance of the fund by the amount of the fee as detailed in the fund’s prospectus, which will be provided to Lessee; and/or (ii) revenue sharing payments, which are payments from a money market fund company as payments that represent a reallocation to the Escrow Agent of a portion of the compensation payable to the fund company in connection with Lessee’s investment which constitute a form of fee sharing between the fund company and the Escrow Agent and do not as a general rule result in any additional charge or expense in connection with a money market fund investment, are not paid under a 12b-1 plan, and do not impact the investment performance of the fund. The amount of any revenue share payable to Escrow Agent with respect to Lessee’s investments is available upon request. The Escrow Agent may be separately and additionally compensated for services. The Lessee acknowledges that the current prospectus for the money market fund,

if any, the Acquisition Fund is to be invested in, describes, among other things, the investment risk and objectives of the money market fund, and it has been reviewed by the Lessee or a representative of the Lessee.

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

17. In the event any court of competent jurisdiction shall hold any provisions of this Escrow Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

19. All written notices to be given under this Escrow Agreement shall be given by mail (or email with original to follow) to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received three (3) days after deposit in the United States mail, with postage fully prepaid, provided, however, that any notice to the Escrow Agent shall not be deemed to be given until received by it .

20. EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS ESCROW AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY PARTY HERETO WITH RESPECT TO THIS ESCROW AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

21. The parties agree that the electronic signature (provided by the electronic signing service DocuSign initiated by the Lessor) of a party to this Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Escrow Agreement. The parties agree that any electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date first written above.

City of Franklin, Ohio

as Lessee

By: _____

Name: Jonathan Westendorf

Title: City Manager

Address: 1 Benjamin Franklin Way, Franklin, OH 45005

Huntington Public Capital Corporation,

as Lessor

By: _____

Name: Carmel Viado

Title: Vice President

Address: c/o The Huntington National Bank, 11100 Wayzata Blvd., Ste 700, Minnetonka, MN 55305

Argent Institutional Trust Company,

as Escrow Agent

By: _____

Name: Amy Thompson

Title: Vice President

Address: 8040 Hosbrook Road, Ste 430, Cincinnati, OH 45236

EXHIBIT A
PAYMENT REQUEST FORM & ACCEPTANCE CERTIFICATE

Re: Acquisition Fund established by the Escrow Agreement dated as of **May 15, 2026** among **City of Franklin, Ohio**, as Lessee, **Huntington Public Capital Corporation**, as Lessor and **Argent Institutional Trust Company**, as Escrow Agent.

Sir or Madam,

This Payment Request Form & Acceptance Certificate (referred to in the Agreement and herein as the "**Payment Request Form**") states the following:

A. Draw Request

As Escrow Agent for the above-referenced Acquisition Fund, upon the execution date by undersigned Lessor, you are hereby requested to pay from that Acquisition Fund to the person or corporation designated below as payee, the sum set forth below in payment of a portion of all of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the payee with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part of all of the "Equipment" that is subject to the Lease described in the above referenced Escrow Agreement.

Amount: _____

Payee: _____

Address: _____

City, State, Zip: _____

Funds should be sent via: (check and complete one)

Wire Transfer: Bank Name: _____

ABA #: _____

Beneficiary: _____

Account #: _____

Reference Info#: _____

Check: Payee: _____

Address: _____

City, State, Zip: _____

Regular mail _____ Overnight Mail _____

Credit Account: Account Name: _____

Account No.: _____

_____ By checking this box, Lessee represents to Lessor that this draw is the final draw to be taken under the Acquisition Fund and Lessee desires Lessor to close the Acquisition Fund following this draw.

B. Equipment Description and Acceptance

Lessee confirms (i) that the Equipment, further described below, on the attached invoice(s), and/or on Schedule 1 hereto, has been delivered to Lessee and that Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it has received such Equipment in good condition, and accepts same for all purposes (or, if Lessee has requested Lessor to make arrangements to pay for the Equipment before it is delivered to and inspected by Lessee, Lessee acknowledges that Lessor is only willing to do so at Lessee's sole risk and as such the parties agree that as of the date hereof, Lessee's obligations under the Lease, including the Escrow Agreement, are absolute, unconditional, and cannot be cancelled); (ii) that the Equipment is of the size, design, capacity and manufacture selected solely by Lessee and meets the provisions of any purchase agreements pursuant to which the Equipment has been acquired; (iii) that Lessee irrevocably accepts said Equipment "AS-IS, WHERE-IS" for all purposes of the Lease, including the Escrow Agreement, as of the date hereof; (iv) no Event of Default, as such term is defined in the Agreement, and no event which with notice or lapse of time or both, would become an Event of Default, has occurred and is continuing at the date hereof, (v) the insurance coverage to be provided pursuant to the Agreement has been provided, and (vi) the Equipment is essential to the proper, efficient and economic operation of Lessee. Lessee waives any right it may have to revoke its acceptance of the Equipment

Manufacturer:	Description:	Year:	New/Used:	Serial No:	Location:	Cost:
						\$
					Total Equipment Cost:	\$
					Total Lease Amount:	\$

The Lessee agrees it remains solely responsible for the delivery, shipment, installation, construction, insuring and testing of the Equipment at its own risk and expense. The Lessee agrees to reimburse Lessor for all taxes, costs and fees and expense incurred by Lessor (including reasonable attorneys' fees) in connection with the Lease and enforcement of any of its provisions. By the execution hereof, the provisions of the Agreement are incorporated into this Payment Request Form as described herein. This Payment Request Form is unequivocally conditioned upon Lessor's approval as evidenced by its execution and shall be made effective the date underneath Lessor's signature below, and delivered to Escrow Agent via email to its representative identified below:

Argent Institutional Trust Company
Attn: Amy Thompson
Email: athompson@argentfinancial.com
Phone: 513-606-2799

Note: If vendor payment is by wire transfer, Escrow Agent's wire team will conduct a callback to confirm that the request is accurate and not fraudulent. The call will come from a phone number with a "___" area code.

_____ will be utilized for the callback.

If the phone number above is no longer accurate, please provide the accurate number below. Please allow 24 hours to process and update information.

Updated Phone Number: _____

City of Franklin, Ohio, as
Lessee

By: _____
Name: _____
Title: _____
Date: _____

Reviewed and Approved by:
Huntington Public Capital Corporation, as
Lessor

By: _____
Name: _____
Title: _____
Date: _____

INCUMBENCY CERTIFICATE
CITY OF FRANKLIN, OHIO

The undersigned certifies that he/she is the **City Clerk** of the **City of Franklin, Ohio** (“Lessee”), a political subdivision organized under the laws of the state of **Ohio**, and that, as such, he/she is authorized to execute this Certificate on behalf of the Lessee.

The undersigned further certifies that the person(s) specified below is/are duly elected, qualified and acting representatives(s) of the political subdivision, in the capacity or capacities so specified, and that the signature appearing opposite an officer's name is his or her true signature:

<u>NAME:</u>	<u>TITLE:</u>	<u>SIGNATURE:</u>
<u>Jonathan Westendorf</u>	<u>City Manager</u>	_____
<u>Jenna Trice</u>	<u>Finance Director</u>	_____

WITNESS, the signature of the undersigned this 15th day of May, 2026.

Signature: _____

Print Name: Khristi Dunn

Title: City Clerk

PAYMENT AUTHORIZATION CERTIFICATE

Date: **May 15, 2026**

Lessee: **City of Franklin, Ohio**

Lessor: **Huntington Public Capital Corporation**

Reference is made to the following documents (collectively, the "Lease"): the Equipment Schedule No. **101-0018042-004** dated as of **May 15, 2026** together with its Master Lease Agreement No. **18042** dated **August 23, 2023** and all documents related to said Lease by and between the above-named Lessee and the above-named Lessor.

Lessee hereby instructs Lessor and authorizes Lessor to disburse the proceeds of the Lease as specified below:

Total Escrow Funding Amount: **\$92,500.00**

Wire Transfer:	Bank:	Bank of America, N. A.
	ABA No.:	026009593
	Account No.:	334037214715
	Account Name:	Argent Institutional Trust Company
	Reference:	City of Franklin, OH SCH 004 – Escrow

All terms defined in this section shall have the same meaning as in the Escrow Agreement. Disbursements from the above funds deposited in the Acquisition Fund shall be made in the future upon receipt by Lessor of Payment Request Forms executed by Lessee and in accordance with the Escrow Agreement. Lessee hereby instructs Lessor and authorizes Lessor to disburse the proceeds of the Acquisition Fund, with exact amounts and dates provided on future Payment Request Forms, to the following payee(s) according to the instructions below:

If instructions are not provided hereto for Acquisition Fund disbursements anticipated in the future, additional steps may be taken by Lessor prior to releasing funds, such as a callback to the authorized signer of Lessee on a recorded phone line.

By signing below, Lessee authorizes Lessor to issue checks, send wires or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Such payments may be made by Lessor by making advance(s) under the Lease described above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's legal counsel, and making other disbursements in connection with the lease-purchase financing transaction under the terms of the Lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance herewith.

IN WITNESS WHEREOF, the Lessee has caused this Payment Authorization Certificate to be executed as of the day and year first above written.

Lessee:
City of Franklin, Ohio

By: _____

Name: Jonathan Westendorf

Title: City Manager



**AUTHORIZATION FOR
AUTOMATIC ELECTRONIC PAYMENT**

1. Check one of the boxes below:

A. By checking this box, along with signing and completing this Authorization and returning it to The Huntington National Bank (together with its successors and assigns, "Creditor"), you authorize a one-time payment by electronic check for the Advance Payment plus applicable taxes, including any financed up-front taxes and fees as noted on Contract # _____.

OR

B. By checking this box, along with signing and completing this Authorization and returning it to The Huntington National Bank (together with its successors and assigns, "Creditor"), you authorize all payments due to Creditor under all existing and future agreements with Creditor (as amended or otherwise modified from time to time, the "Contracts") to be made from the designated account on the terms and conditions set forth herein.

Please make your regular payment until your invoice indicates that automatic electronic payment will be made.

2. Please complete the following (if any account information is not completed, you authorize Creditor to rely on the attached check or deposit slip to obtain the relevant information).

Name of Account Holder: _____

Title of Signor (if Account Holder is NOT an individual): _____

Name of Financial Institution: _____

Account Type: Checking Account or Savings Account

Account Number: _____

Routing Number: _____

Authorized Signature: _____

Date Signed: _____

PLEASE ATTACH A VOIDED CHECK

(a deposit slip may be attached if account does not have checks)

Terms and Conditions: You authorize Creditor to initiate debit entries to your designated account for making your payments due to Creditor, including your regularly scheduled payment amount plus any past due amounts and any other outstanding fees and charges due and owing under your Contracts. Creditor typically will initiate such debit entries on your regularly scheduled due dates. If a due date falls on a weekend or holiday, Creditor may initiate the debit entries on either (i) the last business day prior to the due date or (ii) the first business day after the due date. If an attempted debit entry is returned for any reason, including insufficient funds, Creditor may assess a fee for each failed debit entry and may, but is not required to, attempt the debit entry up to two (2) more times. Creditor also may make credit entries to your designated account for purposes of adjusting debit entries made in error.

This authorization will remain in full force and effect until Creditor has received written notice of your intent to cancel this authorization in such time and in such manner as to afford Creditor a reasonable opportunity to act on such notice. Creditor may cancel or suspend your automatic payment at any time and require non-automatic payments. If Creditor suspends automatic payment at its discretion, it may subsequently resume automatic payment.

Automatic electronic payments are **REQUIRED**. If the "Required" box is checked, you will be in default under your Contracts if you cancel automatic payment. This additional default provision is hereby added to your Contracts as if stated therein. If the "REQUIRED" box is checked, please initial:

Initial: _____

You represent that the designated account is used primarily for business and commercial purposes. You should immediately notify Creditor of any automatic payment error. If you desire to change the account from which automatic payments are made, you must timely notify Creditor and execute a new Authorization for Automatic Electronic Payment.

Payments under Section 1(B) of this Authorization will be made using the automated clearing house ("ACH") funds transfer system and will be made in accordance with this authorization, the ACH Rules and other applicable law in effect from time to time. This authorization does not alter or lessen your obligations under your Contracts with Creditor including but not limited to those provisions regarding the amount of the monthly payments, when payments are due, the application of payments, the assessment of late charges or the determination of delinquencies.



The Huntington National Bank

PO Box 701096
Cincinnati, OH 45270-1096
Phone: 866.329.7286
Email: hbef.service@huntington.com

=====		INVOICE=====		
			Invoice Date:	5/15/2026
City of Franklin, Ohio			Invoice #	18042-4-1
Attn: Accounts Payable			DUE DATE:	Upon Closing
1 Benjamin Franklin Way				
Franklin, OH 45005				
<u>CONTRACT #:</u>	<u>DESCRIPTION:</u>	<u>AMOUNT:</u>	<u>SALES TAX:</u>	<u>TOTAL DUE:</u>
101-0018042-004	Escrow Setup Fee	\$500.00		\$500.00
		TOTAL DUE:		\$500.00
<u>REMIT TO:</u>		<u>WIRE TO:</u>		
The Huntington National Bank		ABA #044000024-Huntington National Bank		
Equipment Finance Division		To Benefit: Equipment Finance		
P.O. Box 701096		Account #01651130920		
Cincinnati, OH 45270-1096		Reference:	101-0018042-004	

INSURANCE REQUIREMENTS

A.M. Best Rating: Insurance must be with insurers with an A.M. Best or comparable agency rating of not less than "B+-".

For the Benefit of: All insurance including any endorsements should state that it is for the benefit of "Huntington Public Capital Corporation, c/o The Huntington National Bank, its parents, affiliates, successors and assigns".

Insured Name:

City of Franklin, Ohio

Certificate Holder:

Huntington Public Capital Corporation

c/o The Huntington National Bank, its parents, affiliates, successors and assigns

c/o American Lease Insurance

PO Box 77840

Springfield, OH 45501

Property Damage/Vehicle Physical Damage:

- Certificate (generally Acord 27 or 23) should reference the specific equipment being financed. This can be done by listing the actual equipment, or by specific reference to everything financed under **Master Lease Agreement No. 18042**.
- Property insurance and/or equivalent vehicle physical damage insurance must protect the Collateral for its full replacement value of at least the **Equipment Cost**.
- Huntington Public Capital Corporation c/o The Huntington National Bank and its parents, affiliates, successors and assigns shall be named lender loss payee on a **Lender's Loss Payable** endorsement. The repayment of Huntington's financing must be protected even if the insured fails to comply with some policy term.
- Required Insurance shall not have a deductible amount in excess of Twenty-Five Thousand Dollars (\$25,000.00).

General Liability/Vehicle Liability:

- Liability insurance and/or equivalent vehicle liability insurance certificate (generally Acord 25 or 23) shall have coverage limits not less than:
 - \$1,000,000 each occurrence
 - \$1,000,000 personal injury
 - \$1,000,000 general aggregate
 - Or, if applicable, \$1,000,000 vehicle liability
- Huntington Public Capital Corporation c/o The Huntington National Bank, its parents, affiliates, successors and assigns shall be named as **Additional Insured**. Please include copy of endorsement with certificate.

Additional Policy Requirement:

- Shall provide for thirty (30) days' prior written notice of cancellation, material change, or non-renewal.

Note: In the future you may be contacted by commequipmentEOI@assurant.com in regards to insurance updates and/or renewals.

Huntington Public Capital Corporation
c/o The Huntington National Bank
11100 Wayzata Blvd., Ste 700
Minnetonka, MN 55305

Titling Instructions

Lien Holder:

Huntington Public Capital Corporation should be listed as first Lien Holder as referenced below:

Huntington Public Capital Corporation
c/o The Huntington National Bank
11100 Wayzata Blvd., Ste 700
Minnetonka, MN 55305

Mailing Address:

The original title should be sent to the following address:

Huntington Public Capital Corporation
c/o The Huntington National Bank
Attention: Titles Department
11100 Wayzata Blvd., Ste 700
Minnetonka, MN 55305
Phone #: (866)-311-2755

Contact:

If you have any questions please contact the Titles Department at (866) 311-2755