

AGREEMENT FOR SERVICES OF  
REGISTRAR AND PAYING AGENT

THIS AGREEMENT FOR SERVICES OF REGISTRAR AND PAYING AGENT (the "Agreement"), made and entered into this \_\_\_\_ day of April, 2026, by and between the Franklin Community School Corporation (the "Issuer") and The Bank of New York Mellon Trust Company, N.A. (the "Bank"),

WITNESSES THAT:

WHEREAS, the Issuer has authorized the issuance of its General Obligation Bonds of 2026 (the "Bonds") in the aggregate principal amount of \$4,000,000; and

WHEREAS, the Bonds are to be issued in fully registered form, thereby requiring the services of a Registrar and Paying Agent (the "Agent"); and

WHEREAS, the Issuer, by its final bond resolution adopted on March 9, 2026 (the "Resolution"), has appointed an Agent and has charged it with the responsibility of authenticating the Bonds; and

WHEREAS, the Bank has expressed its desire and willingness to serve as an Agent for the Bonds;

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein the parties hereto do mutually agree as follows:

SECTION 1. Appointment of Bank as Agent. The Issuer does hereby appoint the Bank as Agent for the Bonds. In discharging its responsibilities, the Bank will pay to the registered owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds on the dates and in the amounts as shown on Exhibit A attached hereto (each, a "Bond Payment Date" and collectively, the "Bond Payment Dates") and the Bank will perform such duties as are customarily required of an Agent, including the duties specified in this Agreement and all duties of such positions required by law.

SECTION 2. General Description of Bonds. The Bonds are being issued for the purpose of providing funds to be applied on the cost of the payment of the 2025 Preschool & Improvement Projects including the construction of a new Preschool Center, renovation and improvements to school, site and athletic facilities, and the purchase of real estate, equipment, buses and technology. The Bonds and the purposes for which they are being issued are fully described in the Final Bond Resolution adopted on March 9, 2026. In the event there is a conflict between the Resolution and this Agreement, the terms of the Resolution shall control.

SECTION 3. Execution. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the President of its Board of Trustees and attested with the facsimile signature of the Secretary of said Board.

SECTION 4. Authentication by the Registrar. All Bonds shall have endorsed thereon a certificate of authentication. No Bond shall be valid or obligatory for any purpose until the certificate of authentication on the Bond has been duly executed by an authorized representative of the Bank.

SECTION 5. Issuance and Delivery of Bonds. Prior to closing, the Issuer will cause a Bond or Bonds to be prepared. The prepared Bonds will be furnished to the Bank before the date of issuance thereof for the Bank to review and to authenticate the Bonds which shall then be delivered by the Bank according to the instructions of the Issuer to: (i) the purchaser of the Bonds (the "Purchaser"); or (ii) The Depository Trust Company, on behalf of the Purchaser.

SECTION 6. Registration of Bonds; Exchange, Transfer; Persons Treated as Owners. So long as any of the Bonds shall remain outstanding, the Bank shall keep a register for the registration and transfer of Bonds (the "Bond Register").

Each Bond shall be transferable or exchangeable only on the Bond Register by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Bank duly executed by the registered owner or his attorney duly authorized in writing, and thereupon the Bank shall validate and deliver a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity to the transferee or transferees or the registered owner, as the case may be, in exchange therefor.

The Issuer and the Bank may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

SECTION 7. Payment. By the Issuer. On or before the seventh (7<sup>th</sup>) business day immediately preceding any Bond Payment Date (the "Deposit Date"), the Issuer agrees to deposit with the Bank funds in an amount equal to the principal of, premium, if any, and interest on the Bonds which shall become due on the next Bond Payment Date.

(a) By the Bank. The Bank's obligation to pay the principal of, premium, if any, and interest on the Bonds on the Bond Payment Dates shall at all times be conditioned upon Issuer's compliance with the terms and provisions of Section 7(a) hereof. The principal of and premium, if any, on the Bonds shall be payable as set forth in the Resolution.

(b) Notwithstanding any other provision of this Agreement or the Resolution, the Bank agrees that upon any default or insufficiency in the deposit of funds with which to make payment of principal and interest as provided herein, the Bank will immediately (no later than 3:00 p.m. on the business day following the Deposit Date (the "Filing Date")), without any direction, security or indemnity file a claim with the Treasurer of the State of Indiana for an amount equal to such principal and interest in default and consents to the filing of any such claim by a bondholder in the name of the Bank for deposit with the Bank. Filing of the claim with the Treasurer of the State of Indiana, as described above, shall occur on or before 3:00 p.m. Eastern Standard Time on the Filing Date.

(c) Notwithstanding the foregoing, for so long as the Bonds are held by The Depository Trust Company, the Bank shall follow the procedures for payment of the principal of, and interest on, the Bonds or Notes established by The Depository Trust Company from time to time, provided that the Issuer shall have deposited with the Bank, on or before the required date for payment sufficient immediately available funds to cover all of such payment.

SECTION 8. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated lost, stolen or destroyed, the Bank may validate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Bank, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Bank evidence of such loss, theft or destruction satisfactory to the Bank, together with indemnity satisfactory to it. In the event any such lost, stolen or destroyed Bond shall have matured, instead of issuing a duplicate Bond the Bank may, upon receiving indemnity satisfactory to it, pay the same without surrender thereof. The Bank may charge the owner of such Bond with its reasonable fees and expenses in connection with the above.

Every substitute Bond issued pursuant to this Section by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bonds, constitute a substitute contractual obligation of the Issuer, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of the Resolution equally and proportionately with any and all other Bonds duly issued thereunder.

SECTION 9. Cancellation of Bonds. In every case of the surrender of any Bond for the purpose of transfer, exchange, payment or retirement, or for replacement, the Bank shall cancel the same, and such Bond shall be delivered to the Issuer, or, if the Issuer so requests, such Bond shall be destroyed by the Bank in accordance with its destruction policy then in effect and a certificate of destruction evidencing such destruction shall be furnished by the Bank to the Issuer.

SECTION 10. Payment of Fees by Issuer; Compensation. For the service to be provided in this Agreement by the Bank, the Issuer agrees to pay reasonable compensation in accordance with the Bank's published fee schedule in effect from time to time during the period the bonds are outstanding and, if applicable, reimburse the Bank for reasonable out-of-pocket expenses of administration (including without limitation attorneys' fees and expenses).

SECTION 11. Concerning the Agent. The Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees. The Agent shall not be answerable for other than its gross negligence or willful misconduct. The failure of the Agent to file the Claim before a Bond Payment Date does not constitute gross negligence. The Agent shall have no responsibility for the form of inscription of ownership upon any Bond or Note certificate which has been made in accordance with directions of the Issuer, the Issuer's underwriter, a broker or a holder of a Bond or Note. The Agent shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper person or persons and shall not be held to have notice of any change of authority of any person, until receipt of written notice thereof from the Issuer. The Agent shall

also be protected in recognizing Bond or Note certificates which it reasonably believes to bear the proper manual or facsimile signatures on behalf of the Issuer. The Agent shall have the right, but not the obligation, to consult with counsel of choice and shall not be liable for action taken or omitted to be taken by Agent either in accordance with the advice of such counsel, or in accordance with any opinion of counsel to the Issuer addressed and delivered to the Agent. The Agent shall not be under any obligation to prosecute any action or suit in respect of the agency relationship which, in its sole judgment, may involve it in expense or liability. In any action or suit the Issuer shall, as often as requested, reimburse the Agent for any expense or liability growing out of such action or suit by or against the Agent in its agency capacity; provided, however, that no such reimbursement shall be made for any expense or liability arising as a result of Agent's gross negligence or willful misconduct. No provision of this Agreement shall require the Agent to risk or expend its own funds.

The Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Agreement and delivered using Electronic Means; provided, however, that the Issuer shall provide to the Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Issuer whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Agent Instructions using Electronic Means and the Agent in its discretion elects to act upon such Instructions, the Agent's understanding of such Instructions shall be deemed controlling. The Issuer understands and agrees that the Agent cannot determine the identity of the actual sender of such Instructions and that the Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Agent have been sent by such Authorized Officer. The Issuer shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Agent and that the Issuer and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Issuer. The Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Agent, including without limitation the risk of the Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Issuer; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Agent immediately upon learning of any compromise or unauthorized use of the security procedures. Electronic Means shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Agent, or another method or system specified by the Agent as available for use in connection with its services hereunder.

SECTION 12. Duty of Care. The Bank shall be under a duty to the Issuer to exercise good faith and due diligence in the performance of its functions as Agent under this Agreement.

With regard to the particular functions it performs, the Bank shall have the same duty and obligation to the owner of the Bonds and shall have the same rights and privileges as the Issuer has in regard to those functions.

SECTION 13. Agents of the Bank. The Bank may provide for its responsibilities under this Agreement to be carried out by agents of the Bank, and may sub-contract for the work to be performed. The Bank shall be responsible for the acts of its agents and subcontractors insofar as the performance of the Bank's duties under this Agreement are concerned; provided, however, the Bank shall not be responsible for the gross negligence or willful misconduct of agents or subcontractors appointed by it with due care.

SECTION 14. Indemnification. The Issuer assumes full responsibility and, to the extent permitted by law, will indemnify the Agent and its officers, directors, agents and employees and save it and them harmless from and against any and all actions or suits, whether groundless or otherwise, and from and against any and all losses, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of the agency relationship created by this Agreement, unless such losses, liabilities, costs and expenses shall have been finally adjudicated to have resulted from the willful misconduct or gross negligence of the Agent, and such indemnification shall survive the Agent's resignation or removal for any reason, or the termination of this Agreement.

SECTION 15. Resignation by the Bank. The Bank may at any time resign as Agent by giving thirty (30) days' written notice to the Issuer and by first-class mail to each registered owner of Bonds then outstanding and such resignation will take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Agent by the Issuer. Such notice to the Issuer may be served personally or sent by registered mail. The Bank agrees to deliver the Bond Register and any other pertinent material to the Issuer or successor Agent on or before the effective date of resignation.

SECTION 16. Removal of the Bank as Agent. The Bank may be removed at any time as Agent by the Issuer, in which event the Issuer may appoint a successor Agent. The Issuer shall notify each registered owner of Bonds then outstanding by first-class mail of the removal of the Bank as Agent. Upon such removal, the Bank agrees to deliver the Bond Register and all other pertinent material to the Issuer or successor Agent upon request of the Issuer.

SECTION 17. Assignment. The Bank may not assign any interest in this Agreement without the express written approval of the Issuer.

SECTION 18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 19. Completeness of Agreement. This Agreement along with the copy of the Resolution constitutes the full and complete agreement between the Issuer and the Bank, and no other understanding or Agreement, whether written or oral, shall bind either of the parties hereto.

SECTION 20. Amendments. The parties may make amendments to this Agreement from time to time, provided that any such amendment shall be reduced to writing and shall be

executed as an addendum to this Agreement in the same manner as this Agreement has been executed.

SECTION 21. Section Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

SECTION 22. Notice. Any notice required to be given by this Agreement shall be given to the parties at the address as follows:

To the Issuer: Franklin Community School Corporation  
Attention: Superintendent  
998 Grizzly Cub Drive  
Franklin, Indiana 46131

To the Bank: The Bank of New York Mellon Trust Company, N.A.  
Attention: Corporate Trust Department  
55 Monument Circle, Suite 1200C  
Indianapolis, IN 46204

SECTION 23. No Agent Funds. No provision of this Agreement shall require the Agent to risk or expend its own funds.

SECTION 24. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the Issuer and the Bank have executed this Agreement as of the date first written above.

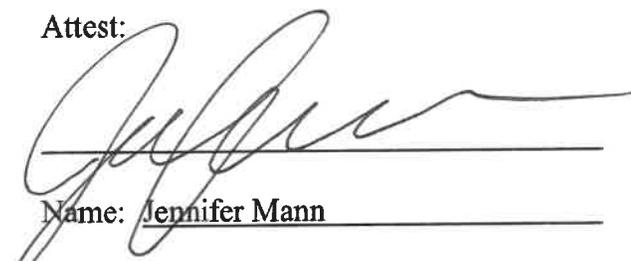
FRANKLIN COMMUNITY SCHOOL CORPORATION

By:  \_\_\_\_\_

Name: Debbie Gill

Title: President, Board of School Trustees

Attest:

  
\_\_\_\_\_  
Name: Jennifer Mann  
Title: Secretary, Board of School Trustees

*[School Corporation Signature Page to Agreement for Services of Registrar and Paying Agent]*

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

*[Registrar Signature Page to Agreement for Services of Registrar and Paying Agent]*

EXHIBIT A

Payment Date

Amount