

REGISTRAR AND PAYING AGENT AGREEMENT

This Registrar and Paying Agent Agreement (“Agreement”) is executed and effective as of this ___ day of _____, 2025, by and between BOKF, NA, a national banking association with principal offices in Albuquerque, New Mexico (“Bank”) and the City of Santa Fe, New Mexico (the “Issuer”) for the bonds described as follows:

\$25,000,000
CITY OF SANTA FE, NEW MEXICO
GENERAL OBLIGATION
IMPROVEMENT BONDS
SERIES 2025

WHEREAS, pursuant to Ordinance No. _____ adopted by the Governing Body of the Issuer on _____, 2025 (the “Bond Ordinance”), the Issuer has appointed the Bank to serve as Registrar, Depository Agent and Paying Agent in connection with the above-captioned Bonds; and

WHEREAS, the Bank hereby accepts such appointments and agrees to serve as the Paying Agent and Registrar for the Bonds, and to perform the duties of Paying Agent and Registrar as set forth in the Bond Ordinance.

NOW THEREFORE, THE CITY OF SANTA FE AND BOKF, NA AGREE as follows:

A. The bank agrees to perform the duties of a Registrar and Paying Agent, which include:

1. Authentication, preparation and delivery of bonds;
2. Maintenance of the bond register;
3. Maintenance of bond inventory and accounting;
4. Cancellation and destruction of paid bonds;
5. Providing Issuer with certificate of destroyed bonds;
6. Transfer of ownership of bonds;
7. Issue replacement bonds in lieu of a mutilated, lost, destroyed or stolen bond upon receipt of satisfactory proof and indemnification of the Bank;
8. Pay by bank draft to bondholders of record the principal of, premium, if any, and interest on the bonds but only to the extent that Issuer has deposited with the Bank sufficient immediately available funds for such purposes; interest on funds received prior to payment dates may be retained by the Bank; float on checks issued by the bank for payment of principal and interest payments will be retained by the Bank; and
9. Furnish Issuer periodic debt service invoice statements.

B. As Paying Agent for the Bonds, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Bonds as the same become due and payable to the registered owners thereof, pursuant to the terms of this Agreement and the Bond Ordinance, with payment to be made solely and entirely from payments to be made by the Issuer to the Paying Agent.

C. Upon written notice from the Bank, Issuer agrees to cause to be printed, at its expense, any additional bonds required by the Bank subsequent to initial issuance as long as any bonds remain outstanding.

D. The Bank shall not be required to transfer or exchange any Bond during the period beginning fifteen days prior to any date fixed for the payment of interest or principal on any of the Bonds.

E. In any case where any payments with respect to the Bonds shall fall due on a Saturday, a Sunday, a legal holiday, or a day upon which banking institutions in the City of Albuquerque, New Mexico, or in such other locality as Paying Agent may maintain its principal offices, are authorized by law to close for business, then said payments need not be made on such date, but shall be made on the next succeeding banking day with the same force and effect as if made on the day upon which said payments fall due.

F. In the event any principal or interest payment cannot be made as a result of the Bank's inability, after due diligence, to locate the bondholder of record to whom such payments are due, and in the event that such bondholder has not claimed such payments, or corresponded in writing with Issuer or Bank concerning such payments within five (5) years after the date prescribed for payment, then funds deposited with the Bank by Issuer for any such payments will be returned to the Issuer and such bondholder shall look solely to the Issuer from and after such date for payment thereof.

G. The Bank's fees and expenses as compensation for the performance of its duties as Registrar and Paying Agent under the terms of this Agreement shall be as follows:

Acceptance Fee:	\$ 300.00
Annual Fee:	\$ 300.00 (payable semi-annually with debt service)

Plus New Mexico Gross Receipts Tax

H. The Bank shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct. The Bank shall be under no duty to investigate or inquire as to the validity or accuracy of any document, agreement, requisition, instruction or request furnished to it hereunder believed by it to be genuine and the Bank may rely and at upon, and shall not be liable for acting or not acting upon, any such document, agreement, requisition, instruction or request. The duties and obligations of the Bank shall be determined solely by the express terms of this Agreement, the Bank shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement and no duties, obligations or responsibilities shall be implied into this Agreement against the Bank.

I. The Bank may consult with and obtain advice from legal counsel of its selection in the event any question as to any of the provisions hereof or its duties hereunder shall arise, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel. The cost of such services shall be born by Issuer.

J. Should the Issuer elect to terminate this Agreement and appoint a successor Registrar, Transfer Agent and Paying Agent, the Bank reserves the right to charge and be paid by the Issuer for the costs of transferring records, notifying bondholders and for any other duties that need to be performed. These costs are in addition to the specified fees and expenses in Paragraph G.

K. This Agreement may be executed in counterparts, all of which taken together will constitute one instrument.

Executed on the date first above written.

CITY OF SANTA FE, NEW MEXICO

By: _____
Alan Webber, Mayor

BOKF, NA

By: _____
Title: _____

Exhibit A

AUTHORIZED SIGNATURES

The following individuals are authorized to issue instructions to BOKF, NA as Agent for the accounts established by the attached agreement:

Signature: _____

Printed Name: Emily K. Oster

Title: Finance Director

Date: _____, 2025

Signature: _____

Printed Name: Mark Scott

Title: City Manager

Date: _____, 2025

Approved by: _____

Name: Alan Webber

Title: Mayor

Date: _____, 2025