ANGELL SPRINGS SPECIAL SERVICE DISTRICT, UTAH
TAXABLE WATER REVENUE BONDS, SERIES 2025

FINAL BOND RESOLUTION
APRIL __, 2025

RESOLUTION NO. ________________

A RESOLUTION AUTHORIZING $1,010,000 TAXABLE WATER REVENUE BONDS, SERIES 2025, FOR THE PURPOSE TO FINANCE, IN PART, THE ACQUISITION AND CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS; AND RELATED MATTERS.

WHEREAS, the Angell Springs Special Service District, Washington County, Utah (the "Issuer"), desires to finance, in part, the acquisition and construction of water system improvements, and related improvements to the Issuer's System, including all equipment and necessary appurtenances thereof (the "Project") and desires to finance said improvements by issuing its Taxable Water Revenue Bonds, Series 2025 in the total principal amount of $1,010,000 (the "Series 2025 Bonds"); and

WHEREAS, the Issuer has previously issued its Outstanding Obligations (as defined herein) for improvements to the Issuer's water system; and

WHEREAS, the Series 2025 Bonds shall be issued on a parity with the Outstanding Obligations such that the Series 2025 Bonds and Outstanding Obligations shall be equally secured by a first lien pledge on the Net Revenues of the Issuer's System (as those terms are defined herein); and

WHEREAS, the Issuer does not have on hand money to pay the cost of the System improvements and, with the exception of the Issuer's Outstanding Obligations, the revenues to be derived by the Issuer from the operation of its System will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2025 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), provides that the Issuer may issue nonvoted revenue bonds as long as revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of such facilities and debt service on all outstanding obligations secured by the revenues of such facilities; and

WHEREAS, the Issuer has been advised that its System will generate sufficient revenues to pay for operation and maintenance of the System, as well as debt service on all proposed and Outstanding Obligations secured by the revenues of the System, including the Series 2025 Bonds authorized herein; and

WHEREAS, the State of Utah acting through its Department of Environmental Quality, Drinking Water Board (the "Drinking Water Board" or "DWB") has offered to purchase at par the Issuer's Series 2025 Bonds in the total principal amount of $1,010,000, bearing no interest on the unpaid principal amount thereof; and

WHEREAS, the Issuer desires to accept the offer of the Drinking Water Board and to confirm the sale of the Series 2025 Bonds to the Drinking Water Board; and

WHEREAS, the Issuer has obtained a grant from the Drinking Water Board for the Project in the amount of $435,859 that will not need to be repaid.

NOW, THEREFORE, Be It Resolved by the Administrative Control Board of the Angell Springs Special Service District, Washington County, Utah, as follows:

DEFINITIONS

As used in this resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

"Annual Debt Service" means the annual payment of principal, premium or penalty, if any, and interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2025 Bonds and all Outstanding Obligations or other forms of indebtedness issued on a parity with the Series 2025 Bonds and which are secured by the Net Revenues of the System.

"Bondholder" or "Registered Owner" means the registered holder of any Series 2025 Bond, the issuance of which is authorized herein.

"Bonds" means the Outstanding Obligations, the Series 2025 Bonds and any refunding bonds or Parity Bonds issued under section 4.2.

"Drinking Water Board" means the State of Utah acting through its Department of Environmental Quality, Drinking Water Board, or any successor agency.

"Depository Bank" means a "Qualified Depository" as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Taxable Water Revenue Fund as herein described, the deposits of which Bank shall be insured by the Federal Deposit Insurance Corporation.

"Escrow Account" means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, such account to be used for the purpose of depositing the proceeds of the sale of the Series 2025 Bonds and accounting for those proceeds pursuant to the terms of the Escrow Agreement.

"Escrow Agent" means Utah State Treasurer, Salt Lake City, Utah, who shall so act pursuant to the terms of the Escrow Agreement.

"Escrow Agreement" means the agreement entered into among the Issuer, the Drinking Water Board, and the Escrow Agent on the date of delivery of the Series 2025 Bonds.

"Exchange Bonds" means the fully registered Series 2025 Bonds issued in substantially the form set forth in Exhibit C, in exchange for the State Bonds representing the Series 2025 Bonds or in exchange for other Exchange Bonds, in the denomination of $1,000 or any integral multiple thereof.

"Fully Registered Bond" means any single Bond that is fully registered in the denomination(s) equal to the aggregate principal amount of the applicable Series 2025 Bonds authorized herein.

"Issuer" means the Angell Springs Special Service District, Washington County, Utah or its successors.

"Net Revenues" means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, including the cost of water treatment, whether incurred by the Issuer or paid to any other political subdivision or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents on the Bonds, payment of premiums for insurance on the System hereafter required and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

"Outstanding Obligations" means the Issuer's outstanding loan on its water tower with a principal amount outstanding of $15,000.

"Paying Agent" means the person or persons authorized by the Issuer to pay the principal of and interest, if any, on the Series 2025 Bonds on behalf of the Issuer. The initial paying agent for the Series 2025 Bonds is the Clerk of the Issuer.

"Project" means to finance, in part, the acquisition and construction of water system improvements, and related improvements to the Issuer's System, including all equipment and necessary appurtenances thereof.

"Registrar" means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2025 Bonds on behalf of the Issuer. The initial Registrar for the Series 2025 Bonds is the Clerk of the Issuer.

"Revenues" means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, and impact fees that are imposed to finance the Project, connection charges, and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter acquired or constructed, and all interest earned by and profits derived from the sale of investments made with the income and Revenues.

"Series 2025 Bond or Bonds" means the Issuer's Taxable Water Revenue Bonds, Series 2025 in the total principal amount of $1,010,000, bearing no interest and purchased by the Drinking Water Board.

"Sinking Fund Year" means the twelve-month period beginning on October 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the date of closing and end on the next June 30th..

"State Bonds" means the fully registered Series 2025 Bonds issued in substantially the form set forth in Exhibit B in the denominations equal to the aggregate principal amount of the Series 2025 Bonds.

"System" means the whole and each and every part of the water system of the Issuer, including the Project to be acquired and constructed pursuant to this Bond Resolution, and each and every part of the water system of the Issuer, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of the System, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

ISSUANCE OF SERIES 2025 BONDS

Section II.1. Principal Amount, Designation Series and Interest Rate. The Series 2025 Bonds are hereby authorized for issuance for the purpose of providing funds to (i) finance, in part, the acquisition and construction of water system improvements, and related improvements to the Issuer's System, including all equipment and necessary appurtenances thereof, and (ii) pay the costs of issuing the Series 2025 Bonds. The Series 2025 Bonds shall be limited to $1,010,000 in aggregate principal amount, shall be issued (i) if issued as a State Bond(s), in the form set forth in Exhibit B and (ii) if issued as Exchange Bonds, in the form set forth in Exhibit C, in fully registered form, shall bear no interest on the unpaid principal balance per annum, and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2025 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2025 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Taxable Water Revenue Bonds, Series 2025".

Section II.2. The Series 2025 Bonds are issued on parity with the Issuer's Outstanding Obligations, such that the Series 2025 Bonds are secured by a pledge of the Net Revenues of the Issuer's System, which pledge is on parity with and equal to the pledge of the Net Revenues securing the Outstanding Obligations.

The Series 2025 Bonds are hereby authorized in incremental advances with advancement of proceeds as provided in Section 2.2 hereof.

Section II.3. Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter, beginning prior to the payment by the Issuer of costs of construction of the Project, or at such other time as shall be specified by the Drinking Water Board, the Issuer shall provide to the Drinking Water Board a certificate setting forth a schedule of the costs of the Project which the Issuer estimates will become due and payable by the Issuer prior to the next succeeding calendar quarter and are properly payable with the proceeds of the Series 2025 Bonds. Advances made by the Drinking Water Board on the basis of such certificates shall be deposited in the Escrow Fund. All such advances shall be in the minimum amount of $1,000 or any integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Escrow Fund, the Clerk or Chair of the Issuer shall give telephonic authorization followed by written confirmation to the Drinking Water Board to stamp or write the date and amount of such advance made by the Drinking Water Board in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the Drinking Water Board on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price and Total Principal Sum of the State Bonds noted on the Certificate of Dates of Payment and Amount appearing on the State Bonds.

Section II.4.

Section II.5. Date and Maturities. The Series 2025 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section. The Series 2025 Bonds shall be initially issued as one Fully Registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2025 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at the address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Drinking Water Board is the Registered Owner of the Series 2025 Bonds, payments of principal on the Series 2025 Bonds shall be made by check or draft and mailed to the Drinking Water Board as the Registered Owner at the address shown on the registration books maintained by the Registrar. So long as the Drinking Water Board is the Registered Owner of the Series 2025 Bond, in lieu of presentation or the surrender of the Series 2025 Bond to the Paying Agent for notations by the Paying Agent of such payments, the Drinking Water Board, by its Chair or his or her designee, shall endorse such payments upon the Series 2025 Bond.

The Issuer shall make the principal payments stated for each year, beginning October 1, 2026, and continuing on each October 1 thereafter until the total principal sum shall be paid in full, as follows:

October 1	Principal Maturing
2026	$26,000
2027	26,000
2028	26,000
2029	26,000
2030	26,000
2031	26,000
2032	26,000
2033	26,000
2034	26,000
2035	26,000
2036	26,000
2037	26,000
2038	26,000
2039	26,000
2040	26,000
2041	26,000
2042	26,000

2043	26,000
2044	26,000
2045	26,000
2046	26,000
2047	26,000
2048	26,000
2049	26,000
2050	26,000
2051	26,000
2052	26,000
2053	26,000
2054	26,000
2055	26,000
2056	26,000
2057	26,000
2058	26,000
2059	26,000
2060	26,000
2061	25,000
2062	25,000
2063	25,000
2064	25,000

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of grant and loan commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Act, the Issuer hereby authorizes the Chair and Clerk, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2025 Bonds within the parameters set forth in the Notice of Public Hearing and Bonds to Be Issued published once each week for two consecutive weeks with the first publication being at least 14 days before adoption of this resolution and also posted on the Utah Public Notice Website at least 14 before adoption of this resolution, which parameters are in the aggregate principal amount of not to exceed $1,200,000, bearing no interest, to mature in not more than 40 years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof, and all other terms of the Series 2025 Bonds, and to approve and execute all documents related to the issuance of the Series 2025 Bonds. The Clerk is authorized to attest such signatures and apply the Issuer's seal as appropriate.

In the event the Series 2025 Bonds are not issued during the calendar year 2025, then the denomination of the Bonds shall be modified to correspond to the year in which they are issued. If the Series 2025 Bonds are not issued during the calendar year 2025, the pricing committee may adjust the repayment schedule, provided the aggregate principal amount does not exceed $1,010,000.

Section II.6. Optional Redemption and Redemption Prices. Each principal payment of the Series 2025 Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of $1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2025 Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.5 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Drinking Water Board with respect to the Series 2025 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section II.7. Notice of Redemption for Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.5. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Exchange Bonds, including series, to be redeemed, and the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Exchange Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Exchange Bond or portion thereof called for redemption; and

(vii) the place where such Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) Upon the payment of the redemption price of Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

Notice of redemption shall be given, not more than forty-five (45) days nor less than thirty (30) days prior to the redemption date, to Registered Owners of the Exchange Bonds, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Exchange Bonds or portions thereof redeemed but who failed to deliver Series 2025 Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Registered Owner of such Series 2025 Bonds actually receives the notice. Receipt of such notice, shall not be a condition precedent to such redemption, and failure to so receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Series 2025 Bonds.

In case any Exchange Bond is to be redeemed in part only, the notice of redemption which relates to such Exchange Bond shall state also that on or after the redemption date, upon surrender of such Series 2025 Bond, a new Series 2025 Bond in principal amount equal to the unredeemed portion of such Series 2025 Bond will be issued.

Section II.8. Execution and Delivery of the Series 2025 Bonds. The Chair is hereby authorized to execute by manual or facsimile signature the Series 2025 Bonds and the Clerk to countersign by manual or facsimile signature the Series 2025 Bonds and to have placed on the Series 2025 Bonds the official seal of the Issuer. The Clerk is hereby authorized to deliver to the Drinking Water Board the Series 2025 Bonds upon payment to the Issuer of the initial incremental advance of proceeds of the Series 2025 Bonds.

Section II.9. Delinquent Payment. Payments of principal and/or interest, if any, on the Series 2025 Bonds which are delinquent from the due date thereof shall draw interest at the rate of eighteen percent (18%) per annum on the delinquent payment from said due date until paid in full.

Section II.10. Exchange of State Bonds. As long as the Drinking Water Board is the sole Registered Owner of the Series 2025 Bonds, the Series 2025 Bonds shall be issued only as the State Bonds in the form prescribed in Exhibit B. It is recognized that the Drinking Water Board may sell or otherwise transfer the Series 2025 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Drinking Water Board determines to sell or otherwise transfer all or a portion of the Series 2025 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2025 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section and Section 3.1 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2025 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Drinking Water Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit C, and shall be executed pursuant to authorization contained in Section 2.6 hereof. Each principal payment on the Series 2025 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2025 Bonds for Exchange Bonds, provided that the Drinking Water Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section III.1. Execution of and Registration of Series 2025 Bonds; Persons Treated as Owners. The Series 2025 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2025 Bonds to be kept by the Clerk who is hereby appointed the Registrar of the Issuer with respect to the Series 2025 Bonds. Any Series 2025 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her attorney duly authorized in writing, upon surrender of such Series 2025 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2025 Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his or her attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2025 Bond surrendered for transfer. Series 2025 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2025 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2025 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2025 Bond. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2025 Bond for redemption.

Series 2025 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2025 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2025 Bond shall be made only to or upon order of the Registered Owner thereof or his or her attorney duly authorized in writing, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2025 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2025 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2025 Bond shall be delivered.

Section III.2. Deposit of Bond Proceeds. The proceeds from the sale of the Series 2025 Bonds shall be deposited upon delivery in the Escrow Account and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of the costs of issuance of the Series 2025 Bonds. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be transferred as soon as practicable (a) first to each party or entity, other than the Issuer, contributing the grant funds to the Project in proportion to the amount of grant funds originally deposited into the Escrow Account, and (b) then to the "sinking Fund" established hereunder, and shall be used only for the prepayment of the Series 2025 Bonds in inverse order of maturity. Proceeds from the sale of the Series 2025 Bonds on deposit in the Escrow Account may, at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of the unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section III.3. The Series 2025 Bonds Constitute Special Limited Obligations. Notwithstanding anything in this Bond Resolution elsewhere contained, the principal and interest, if any, on the Series 2025 Bonds shall be payable out of 100% of the Net Revenues, and in no event shall the Series 2025 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System. The Net Revenues are pledged to secure the Series 2025 Bonds.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Revenues to pay the Series 2025 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section III.4. Section 3.4 Flow of Funds. From and after the earlier of the delivery date of the Series 2025 Bonds, and until all the Series 2025 Bonds have been paid in full, the Revenues shall be set aside into the Angell Springs Special Service District, Utah Taxable Water Revenue Fund referred to herein as the "Revenue Fund", hereby established to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in the Revenue Fund for the following purposes and in the following priority:

(a) From the amounts in the Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose the Issuer shall establish on its books an account known as the "Expense Account" to which shall be allocated monthly, on or before the tenth day of each month, such portion of the Revenue Fund as is estimated to be required for Operation and Maintenance Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of Operation and

Maintenance Expenses for which the amounts theretofore allocated to the Expense Account are insufficient. At the end of each Sinking Fund Year all amounts in the Expense Account in excess of that required to pay Operation and Maintenance Expenses then due shall be transferred to the Sinking Fund established as hereinafter provided.

(b) All amounts in the Revenue Fund not allocated to the Expense Account shall be allocated to the "Angell Springs Special Service District, Utah, Taxable Water Revenue Bond Sinking Fund" (the "Sinking Fund") hereby established:

(i) Of the amounts allocated to the Sinking Fund there shall be allocated to a subaccount established on the books of the Issuer known as the "Bond Account" such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and interest, if any, on the Series 2025 Bonds as shall become due and all bonds or obligations issued in parity therewith, including the Outstanding Obligations. (A) The amount to be set aside monthly on or before the tenth day of each month, with respect to the Outstanding Obligations is set forth in the documents authorizing those obligations. (B) The amount to be set aside with respect to the Series 2025 Bonds shall, as nearly as may be practicable, be allocated to the Bond Account monthly, on or before the tenth day of each month, beginning October 10, 2026 and shall equal 1/12 (in the case of the first Sinking Fund Year, the fraction, the numerator of which is one and the denominator is the number of months remaining in the calendar year) of the amount of the principal on the payment next due on the Series 2025 Bonds, to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and interest, if any, on the Series 2025 Bonds as and when the same become due. (In the event insufficient moneys are available to make prompt payment of the full principal and interest, if any, on the Series 2025 Bonds as shall become due, such moneys shall be allocated pro rata based on the amount of principal next coming due on each Bond.) Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and interest, if any, on the Outstanding Obligations and the Series 2025 Bonds and shall not be reallocated, transferred or paid out for any other purpose; and

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (i) above, there shall be allocated monthly on a parity basis (1) those amounts, if any, as shall be required for the Outstanding Obligations to be deposited in a reserve account; and (2) on or before the tenth day of each month, beginning October 10, 2025 to the "Reserve Account – Series 2025" established on the books of the Issuer the sum of $361, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2025 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to $26,000. (In the event insufficient moneys are available to make full allocation to the reserve account, such moneys shall be allocated pro rata based on the monthly allocation requirement of such reserve fund.) Amounts allocated to the Reserve Accounts for the Outstanding Obligations and the Reserve Account – Series 2025 (collectively, the "Reserve Accounts") shall be used to pay the principal and interest, if any, falling due on the respective Outstanding Obligations and Series 2025 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Reserve Accounts have been accumulated as in this paragraph provided, no further allocations to the Reserve Accounts needs be made unless payments from the Reserve Accounts have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated to the Bond Account and the Reserve Account, there shall be allocated monthly, on or before the tenth day of each month, to a subaccount established on the books of the Issuer known as the capital facilities replacement account (the "Replacement Account"), the amount of one-twelfth of five percent (5%) of the Issuer's annual operating budget for the System. Said Account shall only be used for the construction of Capital Facilities as directed in Section 4.1(p) herein. This Replacement Account only requires a one-twelfth of five percent (5.0%) per month in the aggregate allocation for the Series 2025 Bonds and the Issuer's Outstanding Bonds that have been purchased by the Drinking Water Board for such time as the Series 2025 Bonds or Outstanding Bonds purchased by the Drinking Water Board may be outstanding.

(iv) All remaining funds, if any, after all of the payments required to be made pursuant to subsections 3.4(b)(i) through 3.4(b)(iii) have been made, may be used by the Issuer (a) to prepay or redeem the Series 2025 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

(b) If at any time, the Net Revenues derived by the Issuer from the operation of the System shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Net Revenues thereafter derived by the Issuer from the operation of the System.

Section III.5. Section 3.5. Investment of Funds. Any funds allocated to the Bond Account and Reserve Accounts may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account shall be maintained in that account and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Reserve Accounts shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as after such transfer the Reserve Accounts are fully funded as provided herein. In the event the balance in the Reserve Accounts is less than the amount required herein, then the income from the investment thereof shall be maintained in each respective Reserve Account until total deposits in said Reserve Accounts shall equal the amount required to fully fund the Reserve Accounts. There shall not be required to be in the Bond Account and the Reserve Accounts at any time more than the total amount required to pay the total principal of and interest due, if any, on the Outstanding Obligations and the Series 2025 Bonds. Whenever the money in the Bond Account and the Reserve Accounts equal the total principal amount of the Outstanding Obligations and Series 2025 Bonds outstanding plus accrued interest thereon, if any, the money in those accounts shall be used to prepay all of the Outstanding Obligations and Series 2025 Bonds then outstanding.

Section III.6.

ARTICLE IV

COVENANTS

Section IV.1. Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2025 Bonds the following:

(a) The rates for all water service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient for the retirement and/or redemption of the Series 2025 Bonds and the Outstanding Obligations, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be adequate to meet the debt service payments on the Outstanding Obligations and Series 2025 Bonds and any Parity Bonds (as defined in Section 4.2) when due. The rates charged for water services provided by the System shall be sufficient to produce Net Revenues that are equal to 125% of Annual Debt Service. All Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the Operation and Maintenances Expenses of the System and the payment of the Series 2025 Bonds and Outstanding Obligations, as herein provided. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for the Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4 of this Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(b) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of this Bond Resolution and the resolutions authorizing the Outstanding Obligations.

(c) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(d) So long as any Series 2025 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by the Bondholders upon request; provided, however, during such periods of time as the Community Impact Fund Board is the Registered Owner of the Series 2025 Bonds, each such audit will be supplied to the Drinking Water Board as soon as completed without prior request therefor by the Drinking Water Board. At a minimum, each such audit shall include the following:

(i) A statement in detail of the income and expenditures of the System for such Sinking Fund Year;

(ii) A balance sheet as of the end of such Sinking Fund Year;

(iii) The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Bond Resolution, and the accountant's recommendations for any change or improvement in the operation of the System;

(iv) A list of the insurance policies in force at the end of the Sinking Fund Year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;

(v) An analysis of all funds and accounts created in this Bond Resolution, setting out all deposits and disbursements made during the Sinking Fund Year and the amount in each fund or account at the end of the Sinking Fund Year;

(vi) The number of water connections within the boundaries of the Issuer, and applications for water service on hand at the end of the Sinking Fund Year;

(vii) The total billings for such Sinking Fund Year; and

(viii) All schedules of rates and charges imposed for water service during the Sinking Fund Year.

The Bondholder may, upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular Sinking Fund Year set forth in this Section 4.1(d), provided, however, that such waiver shall not apply to the reporting requirements of the Issuer set forth in Section 4.1(e) herein.

(e) (e) In addition to the reporting requirements set forth in Section 4.1(d) above, the Issuer shall submit to the Drinking Water Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Drinking Water Board to the Issuer upon purchase of the Series 2025 Bonds.

All expenses incurred in compiling the information required by this section shall be regarded and paid as an Operation and Maintenance Expense. If a Bondholder is other than the Drinking Water Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(f) The Bondholder shall have the right at all reasonable times to inspect the System, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to it financial statements and other information relating to the Issuer and the System as it may from time to time reasonably require.

(g) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(h) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Bonds have been paid in full, except that the Issuer may sell any portion of the System which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(i) The Issuer shall charge for water services and require that each be paid in full. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will take action to collect such bill.

(j) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(k) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds, except when the Issuer in good faith contests its liability to pay the same.

(l) The Issuer will not grant a franchise for the operation of any competing water system within its limits, as long as the Series 2025 Bonds authorized herein remain outstanding.

(m) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(n) All payments falling due on the Series 2025 Bonds shall be made to the Bondholder thereof at par and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(o) The Issuer will maintain its identity, will make no attempt to cause its existence to be abolished and will resist all attempts by other political subdivisions to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(p) The Issuer has establish and hereby reaffirms a capital facilities replacement account (the “Replacement Account”) to be held by the Issuer and shall annually deposit therein (prior to the end of each sinking fund year) an amount equal to 5% of the Issuer’s annual operating budget for the System, including debt service and depreciation and must continue said annual deposits until the Series 2025 Bonds are redeemed. The Replacement Account shall not serve as security for the payment of principal on the Series 2025 Bonds. The Issuer shall limit the use of moneys on deposit in the Replacement Account to the construction of Capital Facilities (as herein defined) for its System. No disbursements shall be made from said Account unless and until the Issuer has given at least 31 days’ advance written notice to the Drinking Water Board specifying the amount of the proposed disbursement and the purpose for which said disbursement will be made. The Issuer shall not, however, be required to obtain the consent of the Drinking Water Board prior to making any disbursement from said Account. For purposes of this Paragraph 4.1(r), Capital Facilities means the replacement of obsolete equipment or facilities whose useful life has expired, extensions or additions to the Issuer’s System, and other capital improvements necessary to keep the System in good operational condition. Even though the Issuer's Series 2025 Bonds obligate the Issuer to fund the Replacement Account, the maximum annual obligation with respect to the Replacement Account is collectively 5.0% per year.

(q) The Issuer agrees, in accepting the proceeds of the Series 2025 Bonds, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Drinking Water Board. These requirements include, but are not limited to, Title XIV of the Safe Drinking Water Act of 1996, OMB Circular A-133, the Utah Federal State Revolving Fund (SRF) Program (R309-705 of the Utah Administrative Code), the Utah Local Government Bond Act, the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide.

(r) Every officer, agent or employee of the Issuer having custody or control of any of the Revenues or of the proceeds of the Series 2025 Bonds shall be bonded by a responsible corporate surety in an amount not less than two times the annual principal. The premium on such surety bond shall not be an Operation and Maintenance Expense of the System.

(f)

Section I.2. Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer payable out of the Net Revenues of the System and on a priority superior to the Series 2025 Bonds shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2025 Bonds. Furthermore, the Series 2025 Bonds shall not be entitled to any priority one over the other in application of the Net Revenues of the System, regardless of the time or times of their issuance, it being the intention of the Issuer that there shall be no priority among the Series 2025 Bonds authorized to be issued pursuant to this Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. It is expressly agreed and covenanted that the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2025 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2025 Bonds.

The provisions of the foregoing paragraph are subject to the following two exceptions:

(f) The Series 2025 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Issuer's Outstanding Obligations and Series 2025 Bonds except that if fewer than all of the Series 2025 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest at a rate higher or mature at a date earlier than the corresponding Bond refunded thereby without the consent of the owners and holders of all of the Series 2025 Bonds that are not refunded. In all other respects, refunding bonds may be secured in such manner and may be payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance. With the consent of the Bondholders, refunding bonds may be exchanged for not less than a like principal amount of the Series 2025 Bonds authorized to be refunded, may be sold or may be exchanged in part or sold in part. If sold, the proceeds of the sale not required for the payment of expenses shall be used to refund that portion of the Series 2025 Bonds refunded.

(g) Additional bonds may be issued on a parity with the Series 2025 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as "Parity Bonds"):

(i) The Net Revenues for the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 125% of the average Annual Debt Service on all of the Bonds then outstanding (other than those to be refunded by the Parity Bonds proposed to be issued) and the Parity Bonds proposed to be issued. For purposes of this subsection (b)(i), Net Revenues for the preceding Sinking Fund Year may include an amount equal to ninety-five percent (95%) of the amount by which such Net Revenues would increase due to any water rate increase which became effective prior to and in anticipation of the issuance of the proposed Parity Bonds. The requirements of this subsection (b)(i) may be waived or modified by the written consent of the Registered Owners of 100% of the principal amount of the Bonds then outstanding.

(ii) All payments required by this Bond Resolution to be made into the Sinking Fund must have been made in full and there must be in each reserve account the full amount required by this Bond Resolution to be accumulated therein.

(iii) The proceedings authorizing such Parity Bonds must provide that the aggregate amount required to be accumulated in the Reserve Accounts shall be (a) no less than the highest future Annual Debt Service of all Outstanding Obligations, Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued, and (b) must require the accumulation of such amount in the reserve account to be accomplished within six (6) years after delivery of such Parity Bonds.

(iv) The Parity Bonds must be payable as to principal on October 1 of each year in which principal falls due.

(v) The proceeds of the Parity Bonds must be used for the making of improvements, extensions, renewals, replacements or repairs to the System.

(i)

ARTICLE II

MISCELLANEOUS

Section II.1. Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Bond Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(f) The Bondholder may require the Issuer to pay an interest penalty equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2025 Bonds (the "Interest Penalty"), the Interest Penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. The Interest Penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(g) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues of the System for purposes of applying the Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section II.2. Amendments to Bond Resolution. Provisions of this Bond Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2025 Bonds, no change, variation or alteration of any kind in the provisions of this Bond Resolution shall be made in any manner until such time as all of the Series 2025 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Bond Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Bond Resolution under the provisions of this section, it shall cause notice of the proposed amendment ("Amendment Notice") to be sent to all Bondholders of all Series 2025 Bonds then outstanding. The Amendment Notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Clerk for public inspection. Should a Bondholder consent to the proposed amendment to this Bond Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in the Amendment Notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least 75% of the principal of the respective Series 2025 Bonds outstanding, the governing body of the Issuer may adopt the amendatory resolution and it shall become effective. Nothing in this Section shall permit or be construed as permitting an amendment to this Bond Resolution which would (a) extend the stated maturity or reduce the principal amount of the Series 2025 Bonds or reduce the rate of or extend the time for paying interest on delinquent payments of principal on the Series 2025 Bonds, without the consent of holders of all the Series 2025 Bonds, (b) reduce the amount of or extend the time for making any payment required by any fund or account established hereunder without the consent of he holders of all the Series 2025 Bonds which would be affected by such reduction or extension, and (c) change the rights of the holders of less than all Series 2025 Bonds then outstanding, without the consent of the holders of the Series 2025 Bonds at the time outstanding which would be affected by such changes.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, such Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section II.3. Maintenance of Proceedings. A certified copy of this Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the Clerk where it shall be made available for inspection by any Bondholder or his or her agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Bond Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest, if any, on the Series 2025 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2025 Bonds.

Section II.4. Defeasance of Series 2025 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the

Registered Owner of the Series 2025 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2025 Bonds) shall be cancelled and discharged.

Any Series 2025 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2025 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2025 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2025 Bonds).

Section II.5. Sale of Series 2025 Bonds Approved. The sale of the Series 2025 Bonds to the Drinking Water Board, at par, is hereby ratified, confirmed and approved.

Section II.6. Bondholders not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project or for the failure of the System to function successfully after completion of the Project.

Section II.7. Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, the Issuer has posted a Notice of Public Hearing and Bonds to Be Issued (a) on the District website, (b) has also caused the Notice to be posted to the Utah Public Notice Website, and (c) has posted the Notice at the District office, all not less than (14) days before the date set for the public hearing. The Clerk shall cause a copy of this Bond Resolution to be kept on file in the office of the Issuer for public examination during regular business hours for at least thirty (30) days from and after the last publication thereof. Such Notice is hereby reaffirmed and approved.

Section II.8. Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Bond Resolution and the documents authorized and approved herein.

Section II.9. Severability If any section, paragraph, clause or provision of this Bond Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Resolution.

Section II.10. Statutory Authority for the Series 2025 Bonds. The Series 2025 Bonds are issued under the authority of the Utah Local Government Bonding Act, Title

11, Chapter 14, Utah Code Annotated 1953, as amended (the "Bonding Act"), and each Series 2025 Bond certificate shall so recite. By the adoption of this Bond Resolution, it is the intention of the Issuer to comply in all respects with the applicable provisions of the Bonding Act and the Series 2025 Bonds issued hereby shall be incontestable for any reason whatsoever after their delivery for value.

Section II.11. Record of Proceedings. The Clerk of the Issuer is hereby authorized and directed to complete and execute the Record of Proceedings attached hereto to officially record the proceedings at which this Bond Resolution was considered for adoption.

Section II.12. Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Bond Resolution are, to the extent of such conflict, hereby repealed.

APPROVED and ADOPTED THIS APRIL 17, 2025.

Chair

ATTEST:

Clerk

(S E A L)

EXHIBIT A-1

RECORD OF PROCEEDINGS

The Administrative Control Board (the "Board") of the Angell Springs Special Service District, Washington County, Utah (the "Issuer"), met in public session at the regular meeting place of the Board in 100 N. Hidden Valley Rd., Leeds, Utah 84746, on April 17, 2025, at the hour of 6:00 p.m., or as soon thereafter as feasible, with the following members of the Board being present:

Karen Blenkinship	Chair
Greg Maranto	Boardmember
Ratandeep "Tony" Hundal	Boardmember
Diane Hundal	Boardmember
Jean Wojtyla	Boardmember/clerk

Absent:

which constituted all the members thereof.

After the meeting had been duly called to order and after other matters not pertinent to this Resolution were discussed, the foregoing Resolution (the "Resolution") was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Boardmember ________________ and seconded by Boardmember ________________, and the Resolution was put a vote and carried, the vote being as follows:

YEA:

NAY:

ABSTAINING:

The Clerk presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this April 17, 2025 meeting, a copy of which is attached hereto as Exhibit A-3. Upon the conclusion of all the business on the agenda and upon motion duly made and seconded, the Meeting was adjourned.

EXHIBIT A-2

CERTIFICATE OF CLERK

I, Jean Wojtyla, the duly appointed and duly qualified and Clerk of the Angell Springs Special Service District, Utah (the "Issuer") do hereby certify that the attached Resolution is a true, accurate and complete copy thereof adopted by the Administrative Control Board of the Issuer at a lawful public meeting duly held and conducted by the Administrative Control Board in Leeds, Utah, on April 17, 2025, commencing at the hour of 6:00 p.m., or as soon thereafter as feasible (the "Meeting"). The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on April 17, 2025, and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this April 17, 2025.

____

Clerk

(S E A L)

EXHIBIT A-3

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jean Wojtyla, the undersigned Clerk of the Price City, Utah (the "Issuer"), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the April 17, 2025, public meeting (the "Meeting") held by the Issuer as follows:

(f) By causing a notice, in the form attached hereto (the "Meeting Notice"), to be posted at the Issuer's principal offices at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(g) By causing a copy of the Meeting Notice to be posted on the District website at least twenty-four (24) hours prior to the convening of the meeting; and

(h) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) prior to the convening of the meeting.

(i) By causing a copy of the Meeting Notice to be delivered to each member of the Administrative Control Board of the Issuer at least twenty-four (24) hours prior to the convening of the Meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this April 17, 2025.

____
Clerk

(S E A L)

(Attach Meeting Notice and Annual Meeting Schedule, including proof of posting thereof on (1)the Utah Public Notice Website, (2) the District website, and (3) at the District office)

EXHIBIT "B"

FORM OF STATE BONDS
UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF WASHINGTON
ANGELL SPRINGS SPECIAL SERVICE DISTRICT
TAXABLE WATER REVENUE BOND
SERIES 2025

$1,010,000

The Angell Springs Special Service District, Washington County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to State of Utah through its Permanent Community Impact Fund Board (the "Drinking Water Board"), or registered owner or registered assigns last noted in the Registration Certificate attached to the end of this Bond (the "Registered Owner"), the Repayable Principal Amount set forth in the "Certificate of Dates of Payment and Amount" attached hereto at the end of this Bond and more fully described below, but in no event more than the aggregate principal amount of $1,010,000 bearing no interest in the principal amount, other than interest on delinquent principal installments, with principal installments payable annually on October 1 of each of the years as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

October 1	Principal Maturing
2026	$26,000
2027	26,000
2028	26,000
2029	26,000
2030	26,000
2031	26,000
2032	26,000
2033	26,000
2034	26,000
2035	26,000
2036	26,000
2037	26,000
2038	26,000
2039	26,000
2040	26,000
2041	26,000

2042	26,000	
2043		26,000
2044		26,000
2045		26,000
2046	26,000	
2047	26,000	
2048	26,000	
2049	26,000	
2050	26,000	
2051	26,000	
2052	26,000	
2053	26,000	
2054	26,000	
2055	26,000	
2056	26,000	
2057	26,000	
2058	26,000	
2059	26,000	
2060	26,000	
2061	25,000	
2062	25,000	
2063	25,000	
2064	25,000	

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his or her address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as Drinking Water Board is the registered holder of this Bond, installment payments of principal and interest, if any, on delinquent installments, shall be made by check or draft mailed to the Drinking Water Board as the registered holder at the address shown on the registration books maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

If any installment payment of Bond principal and/or interest, if any, is not paid when due and payable, the Issuer shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest, if any, and then to principal.

This Bond is payable solely from a special fund designated the "Angell Springs Special Service District, Utah, Taxable Water Revenue Bond Sinking Fund," into which fund and into a reserve therefor, to the extent necessary to assure prompt payment of this Bond, shall be pledged 100% of the Net Revenues (as defined in the Bond Resolution herein described) derived and to be derived from the operation of the Issuer's water system (the "System"), all as more fully described and provided in the Resolutions adopted by the governing body of the Issuer on March 13, 2025 and April 17, 2025 (collectively, the "Bond Resolution).

This Bond is issued on a parity with the Issuer's Outstanding Obligations (as defined in the Bond Resolution), such that this Bond is secured by a pledge of Net Revenues of the Issuer's System on a parity with and equal to the pledge of the above mentioned Bonds.

This Bond is issued pursuant to (i) the Bond Resolution, and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purpose to (i) finance, in part, the acquisition and construction of water system improvements, and related improvements to the Issuer's System, including all equipment and necessary appurtenances thereof, and (ii) pay the costs of issuing the Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (and if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days prior to the date fixed for prepayment, to the registered owner of this

Bond addressed to such owner at its address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay when due this Bond, and the principal and interest, if any, on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest, if any, on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in the appropriate book in the office of the Clerk of the Issuer, who shall be the Registrar. This Bond is transferable only by notation upon such book by the registered owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues (as defined in the Bond Resolution) to be derived from the operation of the System have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of this Bond and all bonds and obligations issued on a parity with this Bond, if any, and that said Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all bonds and notes issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Chair and countersigned by its Clerk under the official seal of the Issuer this __________________, 2025.

/s/ (Do Not Sign)
Chair

Countersigned:

/s/ (Do Not Sign)
Clerk

(S E A L)

REGISTRATION CERTIFICATE

(No writing to be placed herein except by
the Bond Registrar)

Date of Registration	Name of Registered Owner	Signature of Bond Registrar

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative hereby certifies that State of Utah Department of Environmental Quality Drinking Water Board (the "Drinking Water Board") has received written authorization from the Clerk or Chair of the Issuer to stamp or write the amount(s) indicated below on the date(s) set forth opposite such amount(s); that the amount last inserted under the column "Total Principal Sum" is the total amount received by the Issuer from the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

Amount of Payment	Date of Payment	Total Principal Sum			Drinking Water Board Representative Signature
$		$			
$		$			
$		$			
$		$			
$		$			
$		$			

EXHIBIT "C"

FORM OF EXCHANGE BOND

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF WASHINGTON
ANGELL SPRINGS SPECIAL SERVICE DISTRICT
TAXABLE WATER REVENUE BOND
SERIES 2025

INTEREST RATE	MATURITY DATE	ISSUE DATE
0%	October 1, 20__	________, 20__

Registered Owner: ____________________

Principal Amount: Dollars

The Angell Springs Special Service District, Washington County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

If this Bond is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is issued on a parity with the Issuer's Outstanding Obligations (as defined in the Bond Resolution described below) such that this Bond is secured by a pledge of the Net Revenues of the Issuer's System on a parity with and equal to the pledge of the above mentioned Bonds.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of One Million and Ten Thousand Dollars ($1,010,000), issued in exchange for the conversion of the Issuer's Taxable Water Revenue Bond, Series 2025 dated _____________, 2025, in the total principal sum of $1,010,000, authorized by Resolutions of the Issuer duly adopted on

March 13, 2025 and April 17, 2025 (collectively, the “Bond Resolution”). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Bond Resolution and (ii) the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purpose to (i) finance, in part, the acquisition and construction of water system improvements, and related improvements to the Issuer’s System, including all equipment and necessary appurtenances thereof, and (ii) pay the costs of issuing the Bonds. This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of such bonds, notes and other obligations which may be issued is not limited. This Bond and all other bonds, notes and other obligations issued and to be issued under the Bond Resolution on a parity with this Bond are and will be equally and ratably secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

The Bonds are subject to redemption prior to maturity at any time, in whole or in part (and if in part, in integral multiples of $1,000), at the election of the Issuer in inverse order of maturity and by lot within each maturity if less than the full amount is redeemed, upon not less than thirty (30) days' nor more than forty-five (45) days' prior notice, at a redemption price equal to 100% of the principal amount of each Bond to be redeemed. Notice of redemption shall be mailed by the Issuer, postage prepaid, to the registered owners of the Bonds addressed to such owners at their address appearing on the registration books maintained by the Issuer.

Subject to the provisions of the Bond Resolution, the Series 2025 Bonds (as defined in the Bond Resolution) are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of $1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay this Bond when due, and principal and interest, if any, on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net

Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond is transferable by the registered holder hereof in person or by his or her attorney duly authorized in writing at the office of the Clerk (the "Registrar") in Leeds, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that one hundred percent (100%) of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and will be set aside into a special fund by the Issuer to be used for the payment of this Bond and the issue of which it forms a part and all bonds and obligations issued on a parity with this Bond, if any, and that said Net Revenues of the System are not pledged, hypothecated or anticipated in any way other than by the issue of Series 2025 Bonds of which this Bond is one and all bonds and obligations issued on a parity with this Bond, if any. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Chair and countersigned by its Clerk with the official seal of the Issuer affixed, all as of __________, 20__.

By /s/ (Do Not Sign)
Chair

COUNTERSIGNED:

/s/ (Do Not Sign)
Clerk

(S E A L)

ASSIGNMENT

FOR VALUE RECEIVED, _________________________________, the undersigned, hereby sells, assigns and transfers unto

____

_______________________________________ (Tax Identification or Social Security No. _______________) the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints ______________________ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _______________________

____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

____

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO SEC RULE 17Ad-15.

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