POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-9

JOINT MEETING
April 3, 2025, at 9:00 a.m.
ANCHOR LOCATION: 1201 E. Wilmington Ave, Suite 115, Salt Lake City, UT 84106

This meeting is open to the public and may be joined using the following information:

LINK: **Join the meeting now**
MEETING ID: 222 316 656 533
PASSCODE: BH7WG2ak
DIAL IN: 720-721-3140
PHONE CONFERENCE ID: 713 467 926#

Trustees	Terms
Jay Hardy - Chair	Term from June 11, 2024 to 4 years from appointment
Robert Booth – Treasurer/Vice Chair	Term from June 11, 2024 to 6 years from appointment
Zachary Clegg – Clerk/Secretary	Term from June 11, 2024 to 6 years from appointment
Trever Nicoll - Trustee	Term from June 11, 2024 to 4 years from appointment
Vacant	Term from June 11, 2024 to 6 years from appointment

NOTICE OF MEETING AND AGENDA

1. Call to Order/Declaration of Quorum.

2. Preliminary Action Items.

    a. Approve Agenda. **(Pages 1 - 2)**

3. Public Comment – Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes

4. Action Items

    a. Approve Draft Minutes from March 6, 2025, Joint Meeting. **(Pages 3 - 6)**

    b. Approval of Independent Contractor Agreement with Streamline for Webhosting Services. **(Pages 7 - 18)**

    c. A resolution of the board of trustees of the Point Phase 1 Public Infrastructure District No. 1 (the "Issuer"), authorizing the issuance and sale of tax assessment and general revenue bonds, series 2025 in the aggregate principal amount of not to exceed $350,000,000 fixing the maximum aggregate principal amount of the bonds, the maximum number of years over which the bonds may mature, the maximum interest rate which the bonds may bear, and the maximum discount from par at which the bonds may be sold; delegating to certain officers of the issuer the authority to approve the final terms and provisions of the bonds within the parameters set forth herein; providing for the publication of a notice of public hearing and bonds to be issued; providing for the running of a contest period and setting of a public hearing date; authorizing and approving the execution of an indenture, a preliminary limited offering memorandum, a limited offering memorandum, a bond purchase agreement, a continuing disclosure agreement, a capital pledge agreement and a revenue pledge agreement; and other documents required in connection therewith; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution; and related matters. **(Pages 19 - 38)**

5. Discussion Items

    a. Contracts anticipated to be assigned after bond closing.

6. Administrative Non-Action Items

7. Adjourn

RECORD OF PROCEEDINGS

MINUTES OF THE MEETING OF
THE POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 – 9

HELD
March 6, 2025

The Meeting of Point Phase 1 Public Infrastructure District Nos. 1-9 was held at the offices of the Colmena Group, 1201 E. Wilmington Ave, Suite 115, Salt Lake City, UT 84106 and via MS Teams and Teleconference on Thursday, March 6, 2025, at 9:00 a.m.

ATTENDANCE

Trustees in Attendance:
Jay Hardy – Chair
Robert Booth – Treasurer/Vice Chair
Zachary Clegg – Clerk/Secretary
Trever Nicoll – Trustee

Also in Attendance:
Megan Murphy and Betsy Russon; White Bear Ankele Tanaka & Waldron, P.C.
Shannon McEvoy, Brendan Campbell, and Jake Downing; Pinnacle Consulting Group, Inc.
Randall Larsen; Gilmore & Bell, P.C.

ADMINISTRATIVE ITEMS

Call to Order: The Meeting of the Boards of Trustees (collectively, the "Boards") of the Point Phase 1 Public Infrastructure District Nos. 1 – 9 (collectively, the "Districts") was called to order by Mr. McEvoy at 9:03 a.m.

Declaration of Quorum: Mr. McEvoy noted that a quorum was present, with four out of four Trustees in attendance.

Approval of Agenda: The Boards considered the approval of the agenda. Following review and discussion, upon a motion duly made by Mr. Hardy, seconded by Mr. Nicoll, and upon vote, unanimously carried, it was

RESOLVED to approve the agenda, as presented.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

There were no public comments to come before the board.

ACTION ITEMS

December 19, 2024, Draft Minutes: Mr. McEvoy presented the December 19, 2024, Draft Minutes to the Boards. After review, upon a motion duly made by Mr. Booth, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

RESOLVED to approve the December 19, 2024, Draft Minutes, as presented.

Joint Resolution Adopting Procurement and Administrative Rules: Ms. Murphy presented the Joint Resolution Adopting Procurement and Administrative Rules to the Boards and answered questions. Upon a motion duly made by Mr. Hardy, seconded by Mr. Nicoll, and upon vote, unanimously carried, it was

RESOLVED to approve the Joint Resolution Adopting Procurement and Administrative Rules, as presented.

Joint Resolution Appointing Procurement Official: Ms. Murphy presented the Joint Resolution Appointing Procurement Official to the Boards and answered questions. After review and discussion, upon a motion duly made by Mr. Hardy, seconded by Mr. Nicoll, and upon vote, unanimously carried, it was

RESOLVED to approve the Joint Resolution Appointing Procurement Official, as presented.

Resolution Appointing Event Venue Operator: Ms. Murphy presented the Resolution Appointing Event Venue Operator to the Boards and answered questions. After review and discussion, upon a motion duly made by Mr. Hardy, seconded by Mr. Nicoll, and upon vote, unanimously carried, it was

RESOLVED to approve the Resolution Appointing Event Venue Operator, as presented.

Rescind Approval of Infrastructure Acquisition and Reimbursement Agreement: Ms. Murphy presented a proposal to Rescind Approval of Infrastructure Acquisition and Reimbursement Agreement to the Boards. After review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

RESOLVED to Rescind Approval of Infrastructure Acquisition and Reimbursement Agreement.

Funding and Reimbursement Agreement: Ms. Murphy presented the Funding and Reimbursement Agreement to the Boards and answered questions. Upon a motion duly made by Mr. Clegg, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

RESOLVED to approve the Funding and Reimbursement Agreement as presented.

Reimbursement Agreement for Capital Services Costs: Ms. Murphy presented the Reimbursement Agreement for Capital Services Costs to the Boards and answered questions. Upon a motion duly made by Mr. Booth, seconded by Mr. Clegg, and upon vote, unanimously carried, it was

RESOLVED to approve the Reimbursement Agreement for Capital Services Costs, as presented.

Development Services Agreement with CLW Point Partners, LLC: Mr. Booth presented the Development Services Agreement with CLW Point Partners, LLC to the Boards and answered questions. After review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

RESOLVED to approve the Development Services Agreement with CLW Point Partners, LLC, subject to legal changes and review.

Engagement of Causey Public Finance, LLC for financial forecast services: Mr. Campbell and Mr. Larsen presented the Engagement of Causey Public Finance, LLC for financial forecast services to the Boards and answered questions. Upon a motion duly made by Mr. Hardy, seconded by Mr. Booth, and upon vote, unanimously carried, it was

RESOLVED to approve the Engagement of Causey Public Finance, LLC for financial forecast services, as presented.

Amendment to PID Governing Documents to expand the annexation area to include sub campus: Mr. Larsen and Mr. Booth presented the Amendment to PID Governing Documents to expand the annexation area to include sub campus to the Boards and answered questions. After review and discussion, upon a motion duly made by Mr. Booth, seconded by Mr. Hardy, and upon vote, unanimously carried, it was

RECORD OF PROCEEDINGS

RESOLVED to approve the Amendment to PID Governing Documents to expand the annexation area to include sub campus, as presented.

DISCUSSION ITEMS

Contracts anticipated to be assigned after bond closing: The Boards discussed Contracts anticipated to be assigned after bond closing.

Independent Contractor Agreement with Streamline: The Boards discussed Independent Contractor Agreement with Streamline for website services.

ADMINISTRATIVE NON-ACTION ITEMS

Mr. Campbell answered questions from Mr. Clegg regarding timeline and next steps for reimbursements.

ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Mr. Booth, seconded by Mr. Hardy, and upon vote, unanimously carried, the meeting was adjourned at 9:49 a.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

____
Jake Downing, Recording Secretary for the Meeting

MASTER SERVICES AGREEMENT

THE TERMS AND CONDITIONS CONTAINED IN THIS MASTER SERVICES AGREEMENT, TOGETHER WITH ANY ORDER FORMS (COLLECTIVELY, THE "**AGREEMENT**") APPLY TO ALL USE OF THE HOSTED SERVICES PROVIDED BY STREAMLINE SOFTWARE, INC. ("**STREAMLINE**") TO POINT PHASE 1 PUBLIC INFRASTRUSTURE DISTRICT NOS. 1-9 (COLLECTIVELY THE "**CUSTOMER**"). STREAMLINE AND CUSTOMER MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A "**PARTY**" OR COLLECTIVELY AS THE "**PARTIES**".

BY ACCESSING OR USING ANY OF STREAMLINE'S SERVICES OR SOFTWARE, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY STREAMLINE AND CUSTOMER AS PART OF THE ORDER PROCESS – AS DEFINED IN SECTION 1 BELOW) ("EFFECTIVE DATE").

1. THE SERVICE

1.1. Provision of the Service. Subject to all the terms of this Agreement, Streamline grants Customer the non-sublicensable, non-transferrable, nonexclusive, limited right to remotely access and use the service described in the Order Process (as defined below), including the right to use any associated materials provided or made available (e.g. online) by Streamline (collectively, the "**Service**") - but only for Customer's own business purposes. The "**Order Process**" is Streamline's online order process and the Subscription Agreement attached as **Exhibit A**, and incorporated herein by this reference. All activity under the Agreement shall be strictly in accordance with and subject to Streamline's applicable usage documentation available at support.getstreamline.com (collectively, the "**Documentation**").

1.2. Services Levels. Streamline will use commercially reasonable efforts to ensure the Service is substantially operational on a 24/7 basis (subject to downtime for scheduled maintenance, emergency maintenance, and matters beyond Streamline's reasonable control).

1.3. General Restrictions. Customer shall not (and shall not allow any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party (except contractors acting on Customer's behalf – and Customer is fully responsible and liable for their breach of this Agreement); (b) use the Service to help develop any competitive product or service, (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of any part of the Service, (d) modify or create derivatives of the Service or any other materials provided by Streamline, or (e) remove or obscure any proprietary or other notices contained in the Service or Documentation provided by Streamline.

1.4. Customer's Third-Party Services. The Service will enable Customer to send Customer Data (as defined in Section 2.1 below) to and from different third-party products, services, sources, and destinations (collectively, "**Third-Party Services**"). Customer's use of any Third-Party Services is subject to Customer's separate agreement with the provider. Customer is responsible for selecting and configuring the Third-Party Services it chooses to use with the Service and for any exchange of Customer Data it enables through the Service. Streamline is not responsible for any Third-Party Services used by Customer with the Service, their code or technology, or how the providers use or protect Customer Data, except to the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, unless Customer has a separate agreement with the partner/provider. For clarity, Streamline has no liability or obligation under the separate agreement between Customer and the applicable third-party provider.

1.5. Feedback. Notwithstanding anything else, Customer grants Streamline a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Streamline agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided "**AS IS**". "**Feedback**" means all suggestions for improvement or enhancement, recommendations, comments, opinions or other feedback provided by Customer (whether in oral, electronic or written form) to Streamline for the Service.

2. CUSTOMER DATA

2.1. Generally. "Customer Data" means all data provided by Customer or its systems or providers to Streamline. As between the Parties, Customer shall retain all right, title and interest in the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Streamline a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Service to Customer. Streamline will not sell, distribute, or otherwise provide any Customer Data to any third party (but data will be stored and processed by Streamline's services providers to the extent acting on Streamline's behalf hereunder and provided that Streamline is fully liable for their breach of this Agreement. Customer represents and warrants that (i) it has all rights and authorization to provide the Customer Data, (ii) the provision of Customer Data, and Streamline's use of the data as authorized hereunder, is allowed by Customer's privacy policy, if any, and (iii) Customer's provision, use and maintenance of Customer Data complies with all laws, regulations and third-party rights. For clarity, Customer is fully responsible for ensuring that its end users agree to a Customer privacy policy that allows for such information to be used hereunder.

2.2. Security. Streamline will implement and maintain a reasonable information security program with administrative, physical, and technical safeguards designed to help protect the integrity of Customer Data, as outlined in the Streamline Security and Continuity of Operations Guide, as the same may be modified or amended (the "**Guide**"). The Guide, in its current form as of April 19, 2024, is available at the following link and incorporated herein by this reference:

https://docs.google.com/document/d/1qCHDzJvVwW67tT45DHMmANKg2v47aH3tFkS8AdXoDDA/edit#heading=h.exloycca970q.

2.3. Aggregate and Deidentified Data. Streamline will have a revocable, right to retain and internally use any Customer Data in an aggregated and deidentified form to internally improve its products and services (such as training algorithms).

2.4. Personal Identifying Information. During the performance of this Agreement, Customer may disclose Personal Identifying Information to Streamline. "**Personal Identifying**

Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in Utah Code Ann. §§ 13-44-201 and 13-61-101(6)(a); an employer, student, or military identification number; or a financial transaction device, as defined in Utah Code § 76-6-506.1. In compliance with Utah Code § 13-44-201, Streamline agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to Streamline; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

Streamline agrees to report within forty-eight (48) hours to Customer any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this Agreement "**Data Security Incident**" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to Streamline systems; (b) inability to access business and other proprietary information, data, or the Streamline systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

3. CUSTOMER CONTENT.

3.1. Customer's Own Content. Customer is responsible for all materials, information, photos, and content (collectively, the "**Content**") uploaded, posted or stored through its use of the Service. Customer grants Streamline a worldwide, royalty-free, non-exclusive license to host, display, and use any Content provided through Customer's use of the Service to the extent necessary to provide the Service to Customer. If Customer shares Content in a manner designed to be shared with other Service users, Customer acknowledges and agrees to such sharing. Customer should archive its Content frequently. Streamline is not responsible for any lost, damaged, or unrecoverable Content. Customer also acknowledges that Streamline is not responsible or liable with respect to Customer's use of, or access to, any Content provided by other users. To the extent authorized by law, Customer agrees not to use, nor permit any third party to use, the Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, or contrary to any local, state, federal or foreign law;

Content that would impersonate someone else or falsely represent Customer's (or any person's) identity or qualifications, or that constitutes a breach of any individual's privacy;

Except as permitted by Streamline in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

Virus, trojan horse, worm or other disruptive or harmful software or data; and

Any information, software or content which is not legally Customer’s and without legally sufficient permission from the copyright owner or intellectual property rights owner.

3.2. Monitoring Customer’s Content. Streamline may, but has no obligation to, monitor content on the Service, except for such monitoring of content related to Streamline’s accessibility monitoring services, which includes, but is not limited to, monthly HTML scanning via Lighthouse, PDF scanning via CommonLook’s PDF accessibility scanner, manual testing of Streamline’s core architecture (such as navigation bars and design elements) by LevelAccess, and proprietary testing of videos for closed captioning. Streamline may disclose any information necessary to satisfy its legal obligations, protect Streamline or its customers, or operate the Service properly. Streamline, in its sole discretion, may refuse to post or may remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

3.3. Community Forums. The Service may include a community forum or other social features to exchange content and information with other users of the Service and the public. Streamline does not support and is not responsible for the content in these community forums. Customer is responsible for all its interactions with, and its use of content from, any other community users. Customer should not reveal information that it does not want to make public. Users may post hypertext links to content of third Parties for which Streamline is not responsible.

4. INTELLECTUAL PROPERTY

No intellectual property rights are assigned or transferred by Streamline hereunder.

5. FEES AND PAYMENT

5.1. Fees and Payment. All fees are as agreed to by Streamline and Customer in writing, as seen in **Exhibit A.** Fees are payable when due. If Customer has provided Streamline with a credit card or bank account number, Customer hereby authorizes Streamline (or its third party payment processor) to charge such card or account for all fees owed. If Customer pays in advance for usage-based pricing, and then exceeds such usage, Streamline will invoice Customer for the excess usage on a pro rata basis for the remainder of the term. Streamline may adjust the fees charged to Customer hereunder on notice at any time. If Customer does not want to agree to any fee increase, its sole remedy, and Streamline’s exclusive liability, is to terminate this Agreement on notice (or by canceling Customer’s Service account via the functionality provided therein). If Customer disagrees with an invoice, it must notify Streamline within thirty (30) days from receipt of the invoice – or it is deemed final. Streamline’s fees are exclusive of all taxes and other governmental assessments. Customer is responsible for all of the foregoing - other than taxes based on the income of Streamline.

5.2. Late Payments. In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Streamline for all costs of collection (including attorneys’ fees). If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Streamline reserves the right to suspend Customer's access to the Service, with notice, without liability to Customer until such amounts are paid in full.

6. TERM AND TERMINATION

6.1. Term. This Agreement will begin on the Effective Date and will have the subscription term selected by Customer in the Order Process ("**Subscription Term**"). The Subscription Term will automatically renew for successive renewal terms of equal length to the initial Subscription Term, subject to annual appropriations by Customer, unless: (i) Customer cancels its Service account via the account functionality prior to the renewal date, or (ii) this Agreement is otherwise terminated as set out herein.

6.2. Termination. Streamline or Customer may terminate this Agreement, with or without cause, and the Subscription Term at any time, with 30 days written notice; provided that, if such termination is in the middle of a Subscription Term and termination if not for Customer's breach, Streamline will refund all fees paid in advance for the remainder of the Subscription Term. In addition, either party may immediately terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate); (b) ceases operation without a successor; or (c) seeks protection under, or is subject to, any bankruptcy, receivership or comparable proceeding. In the event this Agreement is terminated by Customer for Streamline's uncured breach, Streamline will promptly refund to Customer all fees paid in advance for the remainder of the Subscription Term.

6.3. Effect of Termination. Upon any expiration or termination of this Agreement, (i) Customer shall immediately cease any and all use of and access to the Service and (ii) Customer will return to Streamline (or destroy at the Streamline's request) its Confidential Information (subject to Section 6.4 below). During the thirty (30) days period immediately following expiration or termination of this Agreement, Streamline will, on request, provide Customer with a copy of its Customer Data (in a format reasonably requested.

6.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.3, 1.4, 5 (with respect to outstanding payment obligations), 6, 7, 8, and 9.

7. WARRANTIES; DISCLAIMER

7.1. Mutual Warranties. Each party represents and warrants that (i) it has all right, power, and authority to execute this Agreement and perform hereunder, (ii) its activities in connection with this Agreement will not violate any laws or regulations, and (iii) its performance will not conflict with an obligations it has to any third party.

7.2. Services Warranties. Streamline warrants, for Customer's benefit only, that the Services will operate in conformity, in all material respects, with the applicable Documentation. Streamline does not warrant that Customer's use of the Service will be uninterrupted or error-free. Streamline's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Streamline' sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Streamline determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service or as of the date of the warranty claim. The limited warranty set forth in this Section 7.2 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) if the Service is provided on a no-charge or evaluation basis. This Section 7.2 will not apply if the Services are provided on a beta, evaluation, or otherwise free basis.

7.3. Disclaimer; Limitation on Liability. EXCEPT AS SET FORTH IN SECTIONS 7.1 and 7.2, THE SERVICE IS PROVIDED "**AS IS**" AND STREAMLINE DISCLAIMS (ON BEHALF OF ITSELF AND ITS PARTNERS AND PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

STREAMLINE SHALL NOT BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, TO CUSTOMER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO STREAMLINE DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD (OR, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE US$1,000.00), OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES. STREAMLINE'S PARTNERS AND PROVIDERS SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT.

7.4. Accessibility Claims. STREAMLINE'S DISCLAIMER AND LIMITATION OF LIABILITY SHALL NOT APPLY TO (i) CLAIMS MADE BY THIRD PARTIES AGAINST CUSTOMER FOR ALLEGED VIOLATIONS OF WEB ACCESSIBILITY LAWS OR REGULATIONS INSOFAR AS THE CLAIMS ARISE FROM STREAMLINE'S SERVICE'S OR (ii) IT'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8. STREAMLINE HEREBY WARRANTS THAT ITS SERVICE COMPLIES WITH ALL WEB ACCESSIBILITY LAWS AND REGULATIONS.

8. INDEMNIFICATION

Streamline shall indemnify and hold harmless Customer from and against any claim (i) that the Service (as provided by Streamline) infringes any patent, copyright, or trademark, (ii) that Streamline or the Services violates any laws or regulations, or (iii) arising from the negligence, willful misconduct, or any criminal or tortious act or omission of Streamline or any of its subcontractors, officers, agents, or employees - provided that Customer provides Streamline with: (i) written notice of such claim within ten (10) days (but in any event notice in sufficient time for Streamline to respond without prejudice); (ii) the right to solely control the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. Notwithstanding the foregoing sentence, Customer shall have the right to participate in any claim subject to indemnification, and Streamline shall not accept any settlement offer without Customer's consent. If Customer's use of the Service is, or in Streamline's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Streamline may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. The foregoing indemnification obligation of Streamline shall not apply: (1) if the Service is modified by any party other than Streamline, but solely to the extent the alleged infringement is caused by such modification; (2) if the Service is combined with other services or processes not authorized by Streamline, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service, except if such actions arise from website accessibility claims.

Subject to the conditions and limitations below, Streamline shall defend, indemnify, and hold harmless Customer and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims (and resulting, to the extent payable to unaffiliated third Parties: losses, liabilities, damages, and expenses, including reasonable legal expenses and attorneys' fees) alleging that the Customer's website for which the Services are provided are not accessible for people with disabilities, including claims for violation of the Americans with Disabilities Act (ADA) and Utah Code § 63A-16-209. The above indemnification for website accessibility claims shall only apply to a particular claim or lawsuit to the extent such outstanding items and tasks on the "Accessibility Dashboard" forming the basis of such claim were completed at the time of the alleged visit to the website by the plaintiff or complaining party. Streamline shall maintain strategic control over the defense of any such claims, including selection of defense legal counsel, strategic decision making regarding how to handle the claims, including whether to defend or settle the claims, and the terms for potential settlement. Notwithstanding the foregoing sentence, Customer shall have the right to participate in any claim subject to indemnification, and Streamline shall not accept any settlement offer without Customer's consent.

9. CONFIDENTIAL INFORMATION

Each party agrees that all business and technical information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as expressly authorized herein, the Receiving Party will, using reasonable measures, hold in confidence and not use or disclose any Confidential Information. In addition, all Confidential Information from Streamline's partners or providers will, as between Streamline and Customer, be Streamline's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; or (ii) is or has become public knowledge through no fault of the Receiving Party. If required to be disclosed by law, the Receiving Party will immediately notify the Disclosing Party and use its best efforts to limit the disclosure. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief (without the posting of a bond or similar instrument) in addition to whatever other remedies it might have at law. The Parties understand that all material provided or produced under this Agreement may be subject to Utah Government Records Access and Management Act (GRAMA), Utah Code § 63G-2-101.

10. LOGO USE

Customer agrees that Streamline may use Customer's name and logo on Streamline's website and in Streamline promotional materials as part of a general list of customers. Any other marketing or promotional use is subject to Customer's written approval (email is sufficient).

11. GENERAL TERMS

11.1. Assignment. Customer will not assign or transfer this Agreement without Streamline's written consent, except that it may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets (provided that the successor is not a competitor of Streamline). Streamline, upon thirty (30) days written notice to Customer may freely assign this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 11.1 will be null and void.

11.2. Force Majeure. Streamline will not be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of Streamline, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of telecommunications, or refusal of a license by a government agency.

11.3. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Utah and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Rules of the Judicial Arbitration and Mediation Service ("**JAMS**") in accordance with such Rules. To the extent the JAMS streamlined rules are available – they shall apply. The arbitration shall take place in the state and county in which Customer is located, in the English language and the arbitral decision may be enforced in any court. To the extent a claim cannot legally be arbitrated (as determined by an arbitrator), the jurisdiction and venue for actions related to the subject matter hereof shall be the District Court in the state and county in which Customer is located and both Parties hereby submit to the personal jurisdiction of such courts.

11.4. Third-Party Beneficiaries. To the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, the terms of this Agreement will apply to such offering (unless Customer has a separate agreement with the partner/provider as contemplated by Section 1.4 above). Such partners and providers of Streamline are third-party beneficiaries to this Agreement (as necessary to protect their intellectual property, confidential information, or liability). Except as described herein, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.5. Notice. All notices, statements, demands, requirements, approvals or other communications and documents ("**Communications**") required or permitted to be given, served, or delivered by or to a party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below ("**Notice Address**"). Communications to a party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at such party's Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at such Party's Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such party at such party's Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such party's Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each party is as follows:

If to Streamline:	Streamline Software, Inc., 3301 C Street Suite 1000 Sacramento, CA 95816.
With a copy to:	legal@getstreamline.com
If to Customer:	Point Phase 1 Public Infrastructure District Nos. 1-9 c/o White Bear Ankele Taknaka and Waldron 3200 E. 400 S. Salt Lake City, UT 84111 Attn: Blair Dickhoner Email: Bdickhoner@wbapc.com
With copies to:	Pinnacle Consulting Group, Inc. 550 W. Eisenhower Blvd. Loveland, CO 80537 Attn: Shannon McEvoy Email: shannonm@pcgi.com

11.6. Insurance. Streamline shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Streamline involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that Customer may carry, and any insurance maintained by Customer shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name Customer as an additional insured. Streamline's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit Streamline's liability. Streamline shall be responsible for the payment of any deductibles on issued policies.

11.7. Subject to Annual Appropriation and Budget. Customer does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of Customer under this Agreement is subject to annual budgeting and appropriations, and Streamline expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body, and the obligations of Customer shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. Customer and Streamline understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements. To the extent Streamline's remedies for a Customer default under this Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the Customer's then-current fiscal period.

11.8. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to Customer, its respective officials, employees, contractors, or agents, or any other person acting on behalf of Customer and, in particular, governmental immunity afforded or available to Customer pursuant to the Utah Governmental Immunity Act. Utah Code § 63G-7-101 et seq.

12. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. It may only be amended or waived in a writing executed by both Parties. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. This Agreement may be executed electronically and in counterparts (such as via PandaDoc).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the __ day of __________, 2024. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

[Signature Page to Master Service Agreement with Streamline]

DISTRICTS:

POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-9, bodies politic and corporate created and validly existing under the laws of the State of Utah

____
Officer of the Districts

ATTEST:

____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

____
General Counsel for the Districts

STREAMLINE:

____

____
Printed Name

____
Title

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE BOARD OF TRUSTEES OF THE POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1:

NOTICE IS HEREBY GIVEN that a special meeting of the Board of Trustees of the Point Phase 1 Public Infrastructure District No. 1 will be held at 9:00 a.m. on April 3, 2025, for the purpose of consideration for adoption of a resolution authorizing the issuance of its Tax Assessment and General Revenue Bonds, Series 2025, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

____
Clerk/Secretary

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the members of the Board of Trustees of the Point Phase 1 Public Infrastructure District No. 1, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

____
Chair

____
Treasurer/Vice Chair

____
Clerk/Secretary

____
Trustee

____
Trustee

April 3, 2025

The Board of Trustees (the "Board") of the Point Phase 1 Public Infrastructure District No. 1 held a special meeting on April 3, 2025 at the hour of 9:00 a.m., with the following members of the Board being present:

Jay Hardy	Chair
Robert Booth	Treasurer/Vice Chair
Zachary Clegg	Clerk/Secretary
Trever Nicoll	Trustee
Vacant	Trustee

Also present:

Blair Dickhoner	District Counsel
Aaron Wade	Bond Counsel

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Clerk/Secretary presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this April 3, 2025 meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by __________ and seconded by _________, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair and recorded by the Clerk/Secretary in the official records of the Point Phase 1 Public Infrastructure District No. 1. The resolution is as follows:

RESOLUTION NO. 2025-___

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE POINT PHASE 1 PUBLIC INFRASTRUCTURE DISTRICT NO. 1 (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF TAX ASSESSMENT AND GENERAL REVENUE BONDS, SERIES 2025 IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $350,000,000, FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF AN INDENTURE, A PRELIMINARY LIMITED OFFERING MEMORANDUM, A LIMITED OFFERING MEMORANDUM, A BOND PURCHASE AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT, A CAPITAL PLEDGE AGREEMENT AND A REVENUE PLEDGE AGREEMENT; AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Point Phase 1 Public Infrastructure District No. 1 (the "Issuer") is a public infrastructure district, a political subdivision and body corporate and politic, created by, but independent from, the Point of the Mountain State Land Authority ("POMSLA") duly organized and existing under the Constitution and laws of the State of Utah, including particularly Title 17B, Chapter 1 and Title 17D, Chapter 4, Utah Code Annotated 1953 and the Point of the Mountain State Land Authority Act, Title 11, Chapter 59, Utah Code Annotated 1953, as amended (the "POMSLA Act"); and

WHEREAS, on June 11, 2024, the Board of Directors of POMSLA did adopt a resolution authorizing the creation of the Issuer, approving a Governing Document for the Issuer, as may be amended from time to time pursuant to its terms (the "Governing Document") and appointing the Board; and

WHEREAS, the Issuer was incorporated on June 28, 2024 upon the issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State, and recorded in the real property records of Salt Lake County, Utah (the "County") on July 18, 2024; and

WHEREAS, the Issuer is authorized by the District Act and the POMSLA Act, to issue bonds for the purpose of paying all or part of the costs of acquiring, acquiring an interest in, improving, or extending certain improvements, facilities, or property; and

WHEREAS, the Board has previously determined that it was necessary to acquire, construct, and install a portion of the improvements benefiting the Issuer (the "Project"); and

WHEREAS, for the purpose of financing or reimbursing a portion of the Project (including paying amounts due or to become due under any acquisition and reimbursement agreement), the Board desires to issue its Tax Assessment and General Revenue Bonds, Series 2025 (the "Series 2025 Bonds") in the aggregate principal amount of not to exceed $350,000,000 pursuant to a General Indenture of Trust and a First Supplemental Indenture of Trust (collectively, the "Indenture") between the Issuer and Zions Bancorporation, N.A., with such Indenture in substantially the form presented to the meeting at which this Resolution was adopted and which are attached hereto as Exhibit B; and

WHEREAS, the Governing Document currently does not limit the aggregate limited tax debt (as such term is defined in the Governing Document) that may be issued by the Issuer; and

WHEREAS, the Issuer has not previously issued any Debt; and

WHEREAS, pursuant to the petition approved by POMSLA in connection with the creation of the District, a lessee of property within the boundaries of the Issuer shall constitute a surface property owner for purposes of consenting to the issuance of limited tax bonds as permitted under the District Act; and

WHEREAS, prior to the adoption of this Resolution, 100% of the lessees of property within the boundaries of the Issuer have consented to the issuance of not to exceed $350,000,000 of limited tax bonds (the "Bond Consent") for the purpose of paying all or a portion of the cost of public infrastructure as permitted under the District Act, there presently being no registered voters within the boundaries of the Issuer; and

WHEREAS, pursuant to the District Act, the Bond Consent will be sufficient to meet any statutory or constitutional election requirement necessary for the issuance of limited tax bonds; and

WHEREAS, the Series 2025 Bonds shall be issued under and pursuant to the District Act, a portion of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code (the "Bond Act"), the Governing Document and all other laws thereunto pertaining; and

WHEREAS, the Bond Act provides that prior to issuing new money bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Board desires to call a public hearing for this purpose and publish a notice of such hearing with respect to the Series 2025 Bonds issued under the Bond Act, including a notice of bonds to be issued, in compliance with the Bond Act; and

WHEREAS, the Series 2025 Bonds shall be limited tax, tax equivalent and general revenue obligations of the Issuer and shall be payable solely from the Pledged Revenue (as defined in the Indenture); and

WHEREAS, there has been presented to the Board at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit C to be entered into among the Issuer and Piper Sandler & Co. (the "Purchaser") for the purchase of the Bonds; and

WHEREAS, there has been presented to the Board at this meeting a form of a Preliminary Limited Offering Memorandum (the "PLOM"), in substantially the form attached hereto as Exhibit D; and

WHEREAS, there has been presented to the Board at this meeting a form of a Continuing Disclosure Agreement (the "CDA"), in substantially the form attached hereto as Exhibit E to be entered into between the Issuer, one or more developers, and Zions Bancorporation, N.A.; and

WHEREAS, there has been presented to the Board at this meeting a form of an interlocal Capital Pledge Agreement (the "Capital Pledge Agreement"), in substantially the form attached hereto as Exhibit F to be entered into between the Issuer and POMSLA regarding the pledge of Pledged Tax Equivalent Revenues and the Pledged Sales Tax Revenues (as defined therein); and

WHEREAS, there has been presented to the Board at this meeting a form of an interlocal Event Center Revenue Pledge Agreement (the "Revenue Pledge Agreement"), in substantially the form attached hereto as Exhibit G to be entered into between the Issuer and POMSLA regarding the pledge of Net Revenues (as defined therein); and

WHEREAS, the Board desires to grant to any one of the Chair or Treasurer/Vice Chair (the "Designated Officer") the authority to approve the principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2025 Bonds shall be sold and any changes with respect thereto from those terms which were before the Board at the time of adoption of this Resolution, provided such terms do not exceed the parameters defined herein; and

NOW, THEREFORE, it is hereby resolved by the Board of Trustees of the Point Phase 1 Public Infrastructure District No. 1, as follows:

Section 1. For the purpose of (a) financing or reimbursing a portion of the Project, (b) funding a reserve or surplus fund (as necessary), (c) paying capitalized interest (as necessary), and (d) paying costs of issuance of the Series 2025 Bonds, the Issuer hereby authorizes the issuance of the Series 2025 Bonds which shall be designated (i) "Point Phase 1 Public Infrastructure District No. 1 Tax Assessment and General Revenue Bonds, Series 2025" (which may include senior and/or subordinate bonds to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed $350,000,000. The Series 2025 Bonds shall mature in not more than thirty-one (31) years from their date or dates, shall be sold at a price not less than ninety-five percent (95%) of the total principal amount thereof (except for capital appreciation bonds, which upon conversion shall just be limited to the maximum par amount as described herein), shall bear interest at a rate or rates of not to exceed ten percent (10.0%) per annum, shall be subject to a maximum mill levy for repayment of 0.015 per dollar of taxable value which may be imposed for a period of up to forty (40) years from the first date of imposition thereof, as shall be approved by the Designated Officer, all within the parameters set forth herein.

<u>Section 2.</u> The Indenture, the Bond Purchase Agreement, the CDA, the Capital Pledge Agreement and the Revenue Pledge Agreement, in substantially the forms presented to this meeting and attached hereto as <u>Exhibits B, C, E, F and G</u> respectively, are hereby authorized, approved, and confirmed. The Chair or Treasurer/Vice Chair and the Clerk/Secretary are hereby authorized to execute and deliver the Indenture, the Bond Purchase Agreement, the CDA, the Capital Pledge Agreement and the Revenue Pledge Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officer within the parameters set forth herein, including the use of one or more additional indentures in substantially the same form as the Indenture for subordinate pledges of the Pledged Revenues, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof.

<u>Section 3.</u> The use and distribution of the Limited Offering Memorandum and the PLOM, in substantially the form presented at this meeting and attached hereto as <u>Exhibit D</u>, is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Designated Officer or the appropriate officers of the Issuer shall deem advisable. The Designated Officer or any other appropriate officers of the Issuer are hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable in connection therewith, subject to completion thereof with the information established at the time of the sale of the Bonds. The final Limited Offering Memorandum is hereby authorized in substantially the form of the PLOM, with such changes, omissions, insertions and revisions as the Designated Officer or any other appropriate officers of the Issuer shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds.

<u>Section 4.</u> The Designated Officer or any other appropriate officials of the Issuer are authorized to make, or approve, any alterations, changes or additions to the Indenture, the Series 2025 Bonds, the Bond Purchase Agreement, the CDA, the Capital Pledge Agreement, the Revenue Pledge Agreement, the PLOM or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2025 Bonds (within the parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Board or the provisions of the laws of the State of Utah or the United States.

<u>Section 5.</u> The form, terms, and provisions of the Series 2025 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair or Treasurer/Vice Chair and the Clerk/Secretary are hereby authorized and directed to execute and seal the Series 2025 Bonds and to deliver said Series 2025 Bonds to the Trustee for authentication. The signatures of the Chair or Treasurer/Vice Chair and the Clerk/Secretary may be electronic, by facsimile, or manual execution. The Series 2025 Bonds shall recite that the Series 2025 Bonds are issued under the authority of the Constitution of the State of Utah, Bond Act, the District Act, and other applicable law.

<u>Section 6.</u> The Designated Officer or any other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer

for authentication and delivery of the Series 2025 Bonds in accordance with the provisions of the Indenture.

Section 7. The execution thereof by the Chair or Treasurer/Vice Chair and Clerk/Secretary on behalf of the Issuer of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 8. Upon their issuance, the Series 2025 Bonds will constitute limited tax and tax differential obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2025 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2025 Bonds, or any other instrument, shall be construed as creating a general obligation of the State of Utah or any political subdivision thereof, other than the Issuer.

Section 9. The Designated Officer and other 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 (including, without limitation, any escrow agreement and tax compliance procedures, continuing disclosure agreements and other documents) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 10. After the Series 2025 Bonds are delivered by the Trustee to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2025 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 11. The Issuer shall hold a public hearing on [PUBLIC HEARING DATE], 2025 to receive input from the public with respect to (a) the issuance of the Series 2025 Bonds issued under the Bond Act and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2025 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted (i) as a Class A notice under Section 63G-30-102 on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) in a public location within the Issuer that is reasonably likely to be seen by individuals who pass through or near the affected area and (iii) as required under Section 45-1-101, Utah Code Annotated 1953, as amended. The Clerk/Secretary shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Board offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of posting thereof. The Issuer directs its officers and staff to post a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on April 3, 2025, the Board of Trustees (the "Board") of the Point Phase 1 Public Infrastructure District No. 1 (the "Issuer"), adopted a resolution (the "Resolution") in which it authorizes the issuance of the Issuer's Tax Assessment and General Revenue Bonds, Series 2025 (the "Bonds") (which may include senior and/or subordinate bonds to be issued in one or more series, under one or more indentures and with such other series or title designation(s) as may be determined by the Issuer) and holding a public hearing as described herein. Prior to the adoption of the Resolution, 100% of the lessees of property within the boundaries of the Issuer have consented to the issuance of not to exceed $350,000,000 of limited tax bonds (the "Bond Consent") for the purpose of paying all or a portion of the cost of public infrastructure as permitted under the District Act, there presently being no registered voters within the boundaries of the Issuer.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on [PUBLIC HEARING DATE], 2025, at the hour of [PUBLIC HEARING TIME], via electronic means at Zoom.us or [_________] using Meeting ID: [_________] and Passcode: [_________].

The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate. Comments received will be added to the public record at the public hearing. Public comment during the meeting will be allowed.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing all or a portion of the cost of public infrastructure as permitted under the Special District Act, Title 17B, (b) funding capitalized interest (as necessary), (c) funding a reserve or surplus fund (as necessary), and (d) paying costs related to the issuance of the Bonds.

REVENUES TO BE PLEDGED

The Bonds are Tax Assessment and General Revenue Bonds of the Issuer payable from all or any portion of (i) ad valorem property taxes of the Issuer, subject to a maximum rate of 0.015 per dollar of taxable value, (ii) all or any portion of Tax Equivalent Revenues pledged by the Point of the Mountain State Land Authority to the Issuer pursuant to an Interlocal Capital Pledge Agreement, (iii) Net Revenues of the District attributable to a concert event center within the District, including certain parking revenues generated from within the District pursuant to a Revenue Pledge Agreement and (iv) revenues generated from public infrastructure fees imposed within the District (collectively, the "Pledged Revenues").

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds in the aggregate principal amount of not more than Three Hundred Fifty Million Dollars ($350,000,000). The Bonds shall mature in not more than thirty-one (31) years from their date or dates and taxes being imposed for a period of up to forty (40) years from the first date of imposition thereof, to be sold at a price not less than ninety-five percent (95%) of the total principal amount thereof (except for capital appreciation bonds, which upon conversion shall just be limited to the maximum par amount as described herein), and bearing interest at a rate or rates not to exceed ten percent (10.0%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and First Supplemental Indenture of Trust (collectively, the "Indenture").

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Bonds, the Issuer currently has $-0- principal amount of bonds outstanding secured by the Pledged Revenues.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds is estimated at approximately $714,115,215.

A copy of the Resolution, the Capital Pledge Agreement, Revenue Pledge Agreement and the Indenture are on file at White Bear Ankele Tanaka & Waldron, 350 East 400 South, Suite 2301, Salt Lake City, Utah 84111, where they may be examined during regular business hours from 9:00 a.m. to 4:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice. For electronic copies of the Resolution, the Capital Pledge Agreement, the Revenue Pledge Agreement and the Indenture, please call (303) 858-1800 or email bdickhoner@wbapc.com.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the first date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture, the Bond Consent or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this April 3, 2025.

/s/Zachary Clegg
Clerk/Secretary

Section 12. The Board hereby makes a finding that the Bond Consent has been obtained.

Section 13. The Issuer hereby reserves the right to opt not to issue the Series 2025 Bonds for any reason.

Section 14. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 15. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2025 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2025 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $350,000,000.

APPROVED AND ADOPTED this April 3, 2025.

(SEAL)

By:____
Chair

ATTEST:

By:_____________________________________
Clerk/Secretary

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

I, Zachary Clegg, the duly appointed and qualified Clerk/Secretary of the Point Phase 1 Public Infrastructure District No. 1 (the "District"), do hereby certify according to the records of the Board of Trustees of the District (the "Board") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Board held on April 3, 2025, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on April 3, 2025, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-28-102: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (b) in a public location within the District that is reasonably likely to be seen by residents of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said District, this April 3, 2025.

(SEAL)

By:____
Clerk/Secretary

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Zachary Clegg, the undersigned Clerk/Secretary of the Point Phase 1 Public Infrastructure District No. 1 (the "District"), do hereby certify, according to the records of the District 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 Date, public meeting held by the Board of Trustees of the District (the "Board") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(b) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at least twenty-four (24) hours prior to the convening of the meeting in a public location in or near the affected area that is reasonably likely to be seen by (i) residents of the affected area or (ii) if there are no residents within the affected area, individuals who pass through or near the affected area.

The Board of the District does not schedule regular meetings and meets on an "as needed" basis.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 3, 2025.

(SEAL)

By:______________________________

Clerk/Secretary

SCHEDULE 1

NOTICE OF MEETING

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document No. [___])

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. [___])

EXHIBIT D

FORM OF PRELIMINARY LIMITED OFFERING MEMORANDUM

(See Transcript Document No. [___])

EXHIBIT E

FORM OF CONTINUING DISCLOSURE AGREEMENT

(See Transcript Document No. [___])

EXHIBIT F

FORM OF CAPITAL PLEDGE AGREEMENT

(See Transcript Document No. [___])

EXHIBIT G

FORM OF REVENUE PLEDGE AGREEMENT

(See Transcript Document No. [___])