GLH PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 & 2
BOARD OF TRUSTEES

NOTICE OF SPECIAL MEETING
Thursday, October 30, 2025, at 10:30 a.m.
1245 E Brickyard Rd Ste 70, Salt Lake City, UT 84106

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

https://us06web.zoom.us/j/81055159148?pwd=2dcwo8r8RybAchYLYHe2SoRMTmEtG1.1
Meeting ID: 810 5515 9148
Passcode: 681784

Trustees	Terms
Paul Ritchie, Chair	Term to May 21, 2030
Corey Berg, Vice Chair/Treasurer	Term to May 21, 2028
Dave Hennefer, Clerk/Secretary	Term to May 21, 2030
Chad Smith, Trustee	Term to May 21, 2028
Whit Hill, Trustee	Term to May 21, 2030

AGENDA

1. Call to Order/Declaration of Quorum
2. Preliminary Action Items
   a. Conflict Disclosure
   b. Consider Approval of Agenda
3. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
4. Action Items
   a. Approve Minutes from July 11, 2025, Special Meeting (**enclosure**)
   b. Adopt Resolution of Acceptance of District Eligible Costs (October 30, 2025) **(enclosure)**
   c. Approve Tentative 2025 Amended Budget for District No. 1 and Set Public Hearing Date to hear public comment on the same (**enclosure**)
   d. Approve Tentative 2026 Budgets for District No. 1 and District No. 2 and Set Public Hearing Date to hear public comment on the same (**enclosure**)
   e. Consider Approval of Assignment of Reimbursement Rights from GLH Industrial, LLC and GLH Building 1, LLC to District No.1
5. Discussion Items
6. Adjourn

MINUTES OF A JOINT MEETING

GLH PUBLIC INFRASTRUCTURE DISTRICT NOS. 1 AND 2
BOARDS OF TRUSTEES

JOINT MEETING
Friday, July 11, 2025, at 2:00 p.m.
1245 E Brickyard Rd Ste 70, Salt Lake City, UT 84106

The meeting was also held via teleconference and open to the public.

Attendance

The meeting referenced above was called and held in accordance with the applicable statutes of the State of Utah. The following members of the Boards of Trustees were in attendance:

Paul Ritchie
Dave Hennefer
Chad Smith
Whit Hill
Corey Berg

Also present: George Rowley, Esq. Betsy Fowler-Russon, Esq., WBA, PC, District General Counsel; Shelby Clymer CliftonLarsonAllen, LPC, District Accountant.

Joint/Combined Meetings

The Boards of Trustees of the Districts have determined to hold joint meetings of the Districts and to prepare joint minutes of action taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes is the action of each of the Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

Call to Order/Declaration of Quorum

It was noted that a quorum of each Board was present and in person. Upon a motion duly made and seconded, the meeting was called to order at 2:07 p.m.

Preliminary Action Items

Consider Approval of Agenda

The Boards reviewed the proposed agenda for the meeting. Following discussion, upon a motion duly made by Mr. Berg and seconded by Mr. Ritchie, the Boards unanimously approved the agenda as presented.

Public Comment

No members of the public were in attendance.

Action Items

Approve Minutes from May 19, 2025 Meeting

Mr. Rowley presented the Minutes from May 19, 2025, board meeting for consideration. Following review, upon a motion duly made by Mr. Hennefer, seconded by Mr. Hill, and upon a vote unanimously carried, the Board approved the Minutes from the May 19, 2025 meeting.

Adoption of Cost Acceptance Resolution

Mr. Rowley presented the Cost Acceptance Resolution for consideration. Following review, upon a motion duly made by Mr. Berg, seconded by Mr. Hill, and upon a vote unanimously carried, the Board approved the Resolution Approving Annexation.

Discussion Items

Discuss Assignment of Reimbursement Rights from The Ritchie Group/GLH Industrial to District No. 1

Mr. Rowley opened discussion on the Draft Agreement Assigning the Reimbursement Rights. The Board discussed adding GLH BUILDING 1, LLC, Utah limited liability company to the agreement. No action taken.

Administrative Non-Action Items

Board Training – Open and Public Meetings Act & Training Required by State Auditor for New Board Members

Mr. Rowley reminded the Board members of the required annual board member training by the state auditor and under the Open and Public Meetings Act.

Adjourn

There being no further business to come before the Boards and upon a motion duly made by Mr. Hennefer, seconded by Mr. Smith, and unanimously carried, the meeting was adjourned at 2:31 p.m.

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

Dave Hennefer
District Clerk/Secretary

The foregoing minutes were approved on the 30th day of October, 2025.

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1
ACCEPTANCE RESOLUTION PURSUANT TO INFRASTRUCTURE ACQUISITION AND REIMBURSEMENT AGREEMENT
(October 30, 2025)

WHEREAS, GLH Public Infrastructure District No. 1, in Spanish Fork City, Utah County, State of Utah (the "**District**"), has been duly and validly organized as a political subdivision of the State of Utah, in accordance with the provisions of Title 17D, Chapter 4 of the Utah Code Annotated 1953 (the "**Utah Code**"), as amended from time to time and any successor statute thereto (the "**PID Act**"), Title 17B of the Utah Code, as amended from time to time and any successor statute thereto (the "**Special District Act**") and the Governing Document for GLH Public Infrastructure District Nos. 1-2 approved by Spanish Fork City, Utah on May 21, 2024 (the "**Governing Document**"); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements and services as described in the PID Act, the Special District Act, and subject to the limitations in the Governing Document both within and without its boundaries (collectively, the "**Public Infrastructure**"); and

WHEREAS, the District and GLH Industrial, LLC, a Utah limited liability company (the "**Developer**") are parties to that certain Infrastructure Acquisition and Reimbursement Agreement dated October 10, 2025 (the "**Agreement**"); and

WHEREAS, capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Agreement establishes, among other things, the terms and conditions for the reimbursement of District Eligible Costs to the Developer; and

WHEREAS, pursuant to the Agreement, the Developer has submitted an Application for Acceptance of District Eligible Costs/ Dedicated Public Infrastructure and such additional information as the District may reasonably require; and

WHEREAS, the Board has received a satisfactory Engineer's Cost Certification, and Accountant's Cost Certification; and

WHEREAS, the Board desires to adopt this resolution declaring satisfaction of the conditions to acceptance as set forth in the Agreement, subject to any variances or waivers which the Board may allow in its sole and absolute discretion, and with any reasonable conditions the Board may specify (hereinafter, the "**Acceptance Resolution**").

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT:

1. <u>Incorporation of Recitals</u>. The above recitals are hereby incorporated into and made a part of this Acceptance Resolution.

2. Acknowledgement of Documents Received. With respect to Public Infrastructure that is being dedicated to other governmental entities, Public Infrastructure to be acquired by the District, and funds advanced, the Board makes the following findings.

a. The Board has received and reviewed the Application for Acceptance of District Eligible Costs/ Dedicated Public Infrastructure.

b. The Developer has submitted all of the information required under Exhibit A - Schedule 1 of the Agreement.

c. The CIR Civil Engineering LLC ("**CIRC**") has reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued an Engineer Cost Certification, attached hereto as **Exhibit A**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition and/or reimbursement, and that such costs are reasonable and appropriate for the type of Public Infrastructure being constructed.

d. CliftonLarsonAllen LLP has reviewed the Engineer's Cost Certification and invoices and other material presented to substantiate the District Eligible Costs and has issued an Accountant Cost Certification, attached hereto as **Exhibit B**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition/and or reimbursement.

3. Acceptance of Certified District Eligible Costs. The Board, having reviewed the Application for Acceptance of District Eligible Costs/ Dedicated Public Infrastructure, Engineer's Cost Certification, Accountant's Cost Certification, and all other information as deemed necessary and appropriate, finds and determines that the Certified District Eligible Costs to be accepted pursuant to this Acceptance Resolution is **$604,253.2**. Based on the documentation received, the Board further finds that the applicable requirements set forth in the Agreement have been satisfied, and that the Certified District Eligible Costs are hereby approved for payment by the District subject to the terms of the Agreement.

4. Payment of Certified District Eligible Costs. Pursuant to Section 5.1 of the Agreement, within three (3) business days of adoption of this District Acceptance Resolution, the District shall make a requisition from the any project fund held by the bond trustee (or such lessor amount as may then be available in the project fund), which requisition shall direct the bond trustee make payment of the applicable amount directly to the Developer.

[Signature Page Follows.]

ADOPTED THIS ______ DAY OF _________ 2025.

DISTRICT:

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Utah

By: ___________________________________
Officer of the District

Attest:

By: ______________________________________
Secretary

Exhibit A

Engineer Cost Certification

Exhibit B

Accountant Cost Certification

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1
GENERAL FUND
2025 AMENDED BUDGET

	ORIGINAL BUDGET 2025	AMENDED BUDGET 2025
BEGINNING FUND BALANCES	$ -	$ -
REVENUES		
Interest Income	-	2,000
Developer advance	10,000	-
Total revenues	10,000	2,000
TRANSFERS IN		
Transfers from other funds	-	85,000
Total funds available	10,000	87,000
EXPENDITURES		
General and administrative		
Accounting	4,000	12,000
Insurance	-	3,500
Legal	6,000	18,000
Contingency	-	5,500
Total expenditures	10,000	39,000
Total expenditures and transfers out requiring appropriation	10,000	39,000
ENDING FUND BALANCES	$ -	$ 48,000
AVAILABLE FOR OPERATIONS	-	48,000
TOTAL RESERVE	$ -	$ 48,000

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1
CAPITAL PROJECTS FUND
2025 AMENDED BUDGET

	ORIGINAL BUDGET 2025	AMENDED BUDGET 2025
BEGINNING FUND BALANCES	$ -	$ -
REVENUES		
Interest Income	-	45,000
Reimbursed expenditures	-	2,681,000
Bond issuance proceeds	-	10,425,000
Total revenues	-	13,151,000
TRANSFERS IN		
Total funds available	-	13,151,000
EXPENDITURES		
Capital Projects		
Bond issue costs	-	567,800
Capital outlay	-	9,234,794
Total expenditures	-	9,802,594
TRANSFERS OUT		
Transfers to other fund	-	3,272,156
Total expenditures and transfers out requiring appropriation	-	13,074,750
ENDING FUND BALANCES	$ -	$ 76,250

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2026

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1
SUMMARY
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,

10/28/25

	ACTUAL 2024	BUDGET 2025	ACTUAL 6/30/2025	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	$ -	$ -	$ -	$ -	$ 3,370,406
REVENUES					
Interest Income	-	-	-	97,000	102,100
Developer advance	-	10,000	-	-	-
Reimbursed expenditures	-	-	-	2,681,000	-
Bond issuance proceeds	-	-	10,425,000	10,425,000	-
Total revenues	-	10,000	10,425,000	13,203,000	102,100
TRANSFERS IN	-	-	3,272,156	3,272,156	57,420
Total funds available	-	10,000	13,697,156	16,475,156	3,529,926
EXPENDITURES					
General Fund	-	10,000	1,631	30,000	51,000
Debt Service Fund	-	-	-	-	531,585
Capital Projects Fund	-	-	539,300	9,802,594	-
Total expenditures	-	10,000	540,931	9,832,594	582,585
TRANSFERS OUT	-	-	3,272,156	3,272,156	57,420
Total expenditures and transfers out requiring appropriation	-	10,000	3,813,087	13,104,750	640,005
ENDING FUND BALANCES	$ -	$ -	$ 9,884,069	$ 3,370,406	$ 2,889,921
AVAILABLE FOR OPERATIONS	-	-	83,369	57,000	56,020
CAPITALIZED INTEREST	-	-	-	2,150,156	1,622,571
RESERVE FUND	-	-	-	1,037,000	1,037,000
TOTAL RESERVE	$ -	$ -	$ 83,369	$ 3,244,156	$ 2,715,591

See summary of significant assumptions.

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,

10/28/25

	ACTUAL 2024	BUDGET 2025	ACTUAL 6/30/2025	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	$ -	$ -	$ -	$ -	$ 57,000
REVENUES					
Interest Income	-	-	-	2,000	600
Developer advance	-	10,000	-	-	-
Total revenues	-	10,000	-	2,000	600
TRANSFERS IN					
Transfers from other funds	-	-	85,000	85,000	53,420
Total funds available	-	10,000	85,000	87,000	111,020
EXPENDITURES					
General and administrative					
Accounting	-	4,000	1,631	12,000	19,000
Auditing	-	-	-	-	9,000
Insurance	-	-	-	-	4,000
Legal	-	6,000	-	18,000	19,000
Total expenditures	-	10,000	1,631	30,000	51,000
TRANSFERS OUT					
Transfers to other fund	-	-	-	-	4,000
Total expenditures and transfers out requiring appropriation	-	10,000	1,631	30,000	55,000
ENDING FUND BALANCES	$ -	$ -	$ 83,369	$ 57,000	$ 56,020
AVAILABLE FOR OPERATIONS	-	-	83,369	57,000	56,020
TOTAL RESERVE	$ -	$ -	$ 83,369	$ 57,000	$ 56,020

See summary of significant assumptions.

PRELIMINARY DRAFT - SUBJECT TO REVISION

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1
DEBT SERVICE FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,

10/28/25

	ACTUAL 2024	BUDGET 2025	ACTUAL 6/30/2025	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	$ -	$ -	$ -	$ -	$ 3,237,156
REVENUES					
Interest Income	-	-	-	50,000	100,000
Total revenues	-	-	-	50,000	100,000
TRANSFERS IN					
Transfers from other funds	-	-	3,187,156	3,187,156	4,000
Total funds available	-	-	3,187,156	3,237,156	3,341,156
EXPENDITURES					
Debt Service					
Bond interest	-	-	-	-	527,585
Paying agent fees	-	-	-	-	4,000
Total expenditures	-	-	-	-	531,585
TRANSFERS OUT					
Total expenditures and transfers out requiring appropriation	-	-	-	-	531,585
ENDING FUND BALANCES	$ -	$ -	$ 3,187,156	$ 3,237,156	$ 2,809,571
CAPITALIZED INTEREST	$ -	$ -	$ -	$ 2,150,156	$ 1,622,571
RESERVE FUND	-	-	-	1,037,000	1,037,000
TOTAL RESERVE	$ -	$ -	$ -	$ 3,187,156	$ 2,659,571

See summary of significant assumptions.

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1
CAPITAL PROJECTS FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,

10/28/25

	ACTUAL 2024	BUDGET 2025	ACTUAL 6/30/2025	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	$ -	$ -	$ -	$ -	$ 76,250
REVENUES					
Interest Income	-	-	-	45,000	1,500
Reimbursed expenditures	-	-	-	2,681,000	-
Bond issuance proceeds	-	-	10,425,000	10,425,000	-
Total revenues	-	-	10,425,000	13,151,000	1,500
TRANSFERS IN					
Total funds available	-	-	10,425,000	13,151,000	77,750
EXPENDITURES					
Capital Projects					
Bond issue costs	-	-	539,300	567,800	-
Capital outlay	-	-	-	9,234,794	-
Total expenditures	-	-	539,300	9,802,594	-
TRANSFERS OUT					
Transfers to other fund	-	-	3,272,156	3,272,156	53,420
Total expenditures and transfers out requiring appropriation	-	-	3,811,456	13,074,750	53,420
ENDING FUND BALANCES	$ -	$ -	$ 6,613,544	$ 76,250	$ 24,330

See summary of significant assumptions.

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

On May 21, 2024, the City Council of Spanish Fork City, Utah adopted a resolution authorizing the creation of the GLH Public Infrastructure District No. 1 (the District). The Office of the Lieutenant Governor of the State of Utah issued a Certificate of Creation for the District on June 10, 2024 and recorded in the real property records of Utah County June 26, 2024.

The District was established to provide financing for infrastructure improvements to facilitate development within the boundaries of the Districts. The District has the power to issue bonds for the purpose of paying all or part of the costs of acquiring, acquiring an interest in, improving, or extending certain public improvements, facilities, or property.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Interest Income

Interest earned on the District’s available funds has been estimated based on an average interest rate of approximately 3.50%.

Expenditures

Administrative Expenditures

Administrative and operations expenditures include the estimated services necessary to maintain the District’s administrative viability such as legal, accounting, district management, insurance, and other administrative expenses.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2025 Bonds (discussed under Debt and Leases).

Debt and Leases

On June 6, 2025, the District issued Series 2025 Limited Tax General Obligation Bonds in the amount of $10,425,000. The Bonds are secured and payable from pledged revenues, consisting of property tax revenues, pioneering agreement revenues, if any and any other legally available moneys which the District determines. The Bonds bear interest at 6.875% payable annually on March 1 and are subject to mandatory sinking fund redemption beginning March 1, 2035. The Bonds mature on December 1, 2055.

Reserves

Surplus Fund

The Bonds are secured by the 2025 Surplus Fund which was funded with proceeds of the 2025 Bonds. The Surplus Fund was originally funded in the amount of $1,037,000 and has a maximum balance of $2,074,000.

GLH INFRASTRUCTURE FINANCING DISTRICT NO. 1
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY

$15,325,000
Limited Tax General Obligation Bonds
Series 2025
Dated June 6, 2025
Interest Rate - 6.875%
Interest Payable March 1
Principal Payable March 1

Year Ending December 31,	Principal	Interest	Annual Debt Service
2026	$ -	$ 527,585	$ 527,585
2027	-	716,719	716,719
2028	-	716,719	716,719
2029	-	716,719	716,719
2030	-	716,719	716,719
2031	-	716,719	716,719
2032	-	716,719	716,719
2033	-	716,719	716,719
2034	-	716,719	716,719
2035	105,000	716,719	821,719
2036	165,000	709,500	874,500
2037	185,000	698,156	883,156
2038	205,000	685,438	890,438
2039	230,000	671,344	901,344
2040	255,000	655,531	910,531
2041	280,000	638,000	918,000
2042	305,000	618,750	923,750
2043	335,000	597,781	932,781
2044	370,000	574,750	944,750
2045	405,000	549,313	954,313
2046	440,000	521,469	961,469
2047	480,000	491,219	971,219
2048	520,000	458,219	978,219
2049	565,000	422,469	987,469
2050	615,000	383,625	998,625
2051	665,000	341,344	1,006,344
2052	725,000	295,625	1,020,625
2053	780,000	245,781	1,025,781
2054	845,000	192,156	1,037,156
2055	1,950,000	134,063	2,084,063
Total	$ 10,425,000	$ 16,862,589	$ 27,287,589

See summary of significant assumptions.

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 2

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2026

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 2
GENERAL FUND
2026 BUDGET
WITH 2024 ACTUAL AND 2025 ESTIMATED
For the Years Ended and Ending December 31,

10/22/25

	ACTUAL 2024	BUDGET 2025	ESTIMATED 2025	BUDGET 2026
BEGINNING FUND BALANCES	$ -	$ -	$ -	$ -
REVENUES				
Total revenues	-	-	-	-
TRANSFERS IN				
Transfers from other funds	-	-	-	-
Total funds available	-	-	-	-
EXPENDITURES				
General and administrative				
	-	-	-	-
Total expenditures	-	-	-	-
TRANSFERS OUT				
Total expenditures and transfers out requiring appropriation	-	-	-	-
ENDING FUND BALANCES	$ -	$ -	$ -	$ -

See summary of significant assumptions.

PRELIMINARY DRAFT - SUBJECT TO REVISION

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 2
2026 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

On May 21, 2024, the City Council of Spanish Fork City, Utah adopted a resolution authorizing the creation of the GLH Public Infrastructure District No. 2 (the District). The Office of the Lieutenant Governor of the State of Utah issued a Certificate of Creation for the District on June 10, 2024 and recorded in the real property records of Utah County June 26, 2024.

The District was established to provide financing for infrastructure improvements to facilitate development within the boundaries of the Districts. The District has the power to issue bonds for the purpose of paying all or part of the costs of acquiring, acquiring an interest in, improving, or extending certain public improvements, facilities, or property.

The District has no employees, and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

The District does not anticipate having any activity in 2026.

Expenditures

The District does not anticipate having any activity in 2026.

This information is an integral part of the accompanying budget.

ASSIGNMENT OF REIMBURSEMENT RIGHTS

This **ASSIGNMENT OF REIMBURSEMENT RIGHTS** (the **"Agreement")** is made and entered into as of the 30th day of October, 2025, by and among **GLH INDUSTRIAL, LLC,** a Utah limited liability company and **GLH BUILDING 1**, **LLC,** a Utah limited liability company **(**collectively the **"Developer"), and GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1**, a body politic and corporate of the State of Utah **("District").** The Developer and the District are referred to herein individually as a **"Party"** and collectively as the **"Parties."**

RECITALS

WHEREAS, pursuant to Spanish Fork City (the "**City**") policy the City reimburses developers for certain public improvements that benefit the City and other property owners in the vicinity (the "**Policy**") a Memorandum of Agreement relating to reimbursable costs for the GLH Industrial Park Project is attached as Exhibit A; and

WHEREAS, the Developer has constructed public improvements that qualify for reimbursement under the Policy (the **"Improvements")** which are set forth in Exhibit B**,** the Improvements will benefit the property in the District and certain real property located in in the City that is being developed as an industrial park known as the Verk Industrial Park, of which the District is a part; and

WHEREAS, the City formed the Verk Industrial Regional Public Infrastructure District ("**Verk**") to issue bonds to pay for regional improvements, including some or all of the Improvements, but the amount of the bonds was insufficient to pay for all of the Improvements, however, the City has represented that it will try to reimburse the Developer in some manner for at least a portion of the Improvements; and

WHEREAS, the District has issued bonds and has repaid the Developer for certain public improvements, which will not allow the District to construct or reimburse the Developer for other public improvements that are needed and benefit the property within the District; and

WHEREAS, pursuant to this Agreement, the Parties hereby agree that the Developer will assign its rights to obtain reimbursement from the City or Verk to the District and the District agrees to use any funds it receives from the City or Verk to construct public improvements that benefit the property in the District or reimburse the Developer for public improvements it constructs that benefit the property in the District other than those for which the Developer has already been reimbursed.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Recitals are Incorporated. The recitals to this Agreement are incorporated as if fully set forth herein.

2. Assignment of Reimbursement Rights: The Developer hereby assigns to the District any and

all of its rights to receive reimbursement for the Improvements from the City or Verk (the **"Assigned Rights").** The District hereby accepts the Assigned Rights and agrees to use any reimbursements to construct public improvements that benefit the property in the District or reimburse the Developer for public improvements other than the Improvements for which the Developer has already been reimbursed or that the District constructs, which benefit the property in the District.

3. Entire Agreement; Modifications. This Agreement contains the entire understanding of the Parties and supersedes all other agreements or understandings between them with respect to the subject matter of the Agreement. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

4. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Utah, without giving effect to any choice or conflicts of laws principles.

5. Interpretation. Any caption that identifies a paragraph or section heading is for convenience only and the content of the paragraph controls the relationship between the Parties not the language of the heading. Singular includes the plural and plural includes singular. Reference to a paragraph also references all paragraphs. This Agreement shall be considered to have been drafted by the Parties and there will be no construction of ambiguities against any Party.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. Waiver: Partial Invalidity. No term or condition of this Agreement shall be deemed waived unless such waiver is expressed in writing and is signed by the Parties. Failure or delay on the part of any Party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver thereof. In the event that an arbitrator or judge determines that any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall remain enforceable deleting therefrom the invalid or unenforceable provision and all other provisions remaining valid and enforceable to the fullest extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written. 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.

DEVELOPER:

GLH INDUSTRIAL, LLC
a Utah limited liability company

____
____
Title

GLH BUILDING 1, LLC
a Utah limited liability company

____
____
Title

DISTRICT:

GLH PUBLIC INFRASTRUCTURE DISTRICT NO. 1, a body politic and corporate created and validly existing under the laws of the State of Utah

____
Authorized Officer

Attest:

____

EXHIBIT A
Policy

Memorandum of Understanding
GLH Industrial Park Development

Introduction
The City of Spanish Fork (City) and The Ritchie Group (Developer) have jointly written this Memorandum of Understanding for the purpose of memorializing the understanding of the Parties regarding the reimbursement of costs to the Developer for the infrastructure to be built in as part of the GLH Industrial Park development.

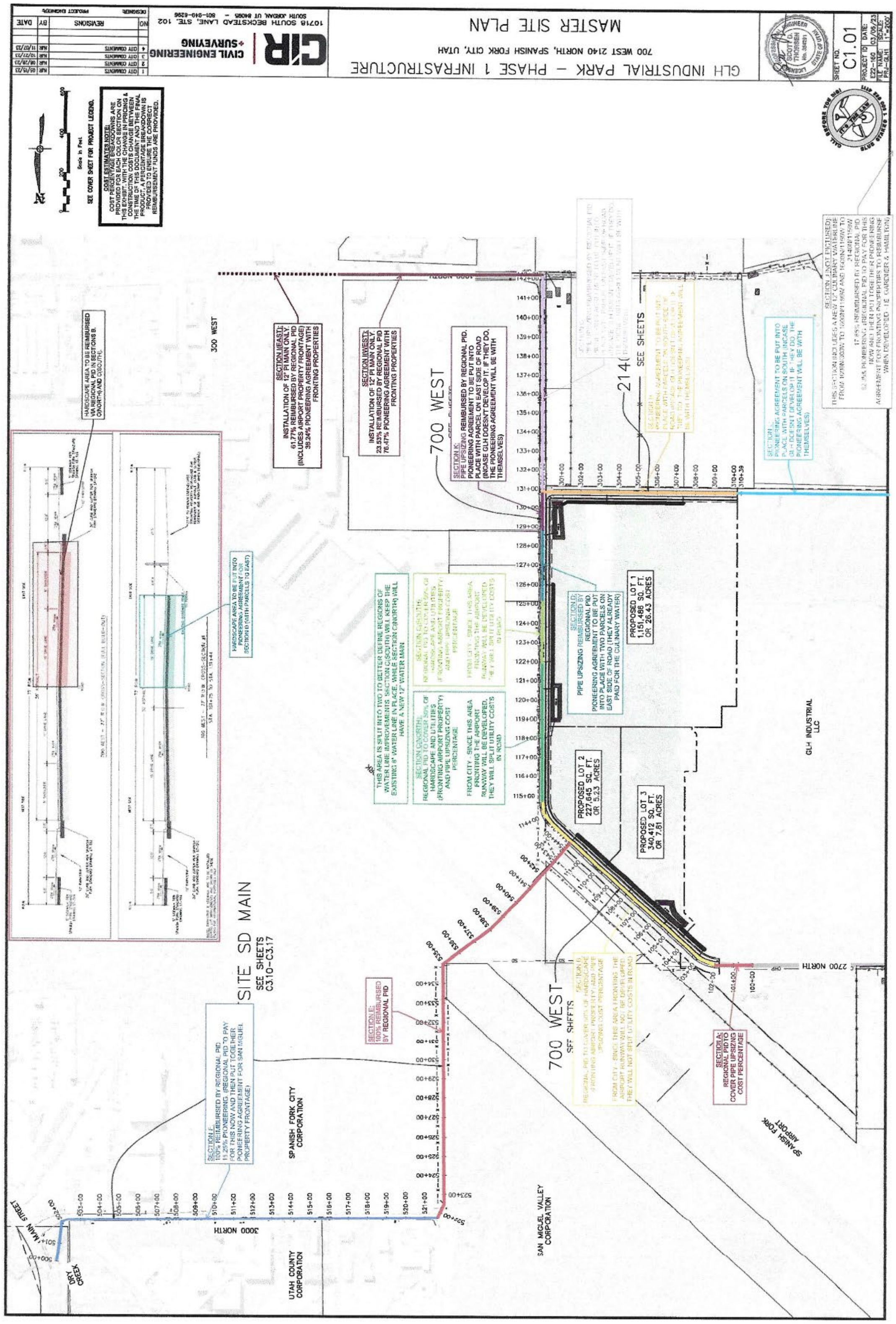
Reimbursement Background
The Developer is about to begin construction and expend several million dollars to place infrastructure improvements on its development (GLH Industrial) and on other land in or around the Verk Industrial project. Because a significant portion of the infrastructure to be built will be regional in nature, the Developer seeks clarity on the reimbursement policies of regional, local, and off-site costs before starting the project.

Exhibit A shows the proposed infrastructure improvements shown on the Developer's approved plans divided into different Sections. It is understood that the Developer will be constructing these improvements and fronting all costs unless otherwise approved by the City. The Developer will be reimbursed after construction has been completed and approved by the City, per City policy. The reimbursement will be based upon actual costs and approved by the City. Exhibit B divides the responsibility for the utilities/roadways of each Section into costs reimbursed by VERK, reimbursed through pioneering agreements, and non-reimbursed local costs using percentages. It is understood that the percentages are approximates and based on the approved plans and may be subject to change.

It is also understood that the amount of reimbursement to the Developer will be guided by the percentages of reimbursement as indicated on "Exhibit B", attached hereto, or as otherwise agreed by the parties.

GLH Reimbursement Table

Segment (Utility)	PID Cost Percentages	GLH Pioneering Cost Percentages	GLH Cost Percentages
A - Roadway TBC to TBC			100.00%
A -Culinary Water Line 12 inch	17.65%		82.35%
A -PI Water Line 6 Inch			100.00%
A -Sanitary Sewer 12 Inch	30.00%		70.00%
A -Storm Drain 18 Inch	7.14%		92.86%
B - Roadway TBC to TBC	50.00%		50.00%
B -Culinary Water Line 12 inch	17.65%		82.35%
B -PI Water Line 6 Inch			100.00%
B -Sanitary Sewer 12 Inch	30.00%		70.00%
B -Storm Drain 24 inch	13.33%		86.67%
C - NORTH Roadway TBC to TBC	50.00%		50.00%
C - NORTH Culinary Water Line 12 Inch	67.65%		32.35%
C - NORTH PI Water Line 6 Inch	50.00%		50.00%
C - NORTH Sanitary Sewer 10 Inch	16.00%		84.00%
C - NORTH Storm Drain 36 Inch	50.00%		50.00%
C - SOUTH Roadway TBC to TBC	50.00%		50.00%
C - SOUTH Existing 8 Inch Culinary Water			50.00%
C - SOUTH PI Water Line 6 Inch	50.00%		50.00%
C - SOUTH Sanitary Sewer 10 Inch	56.00%		44.00%
C - SOUTH Storm Drain 36 Inch	50.00%		50.00%
D - Roadway TBC to TBC		40.60%	59.40%
D -Culinary Water Line 8 Inch			50.00%
D -PI Water Line 6 Inch		50.00%	50.00%
D -Sanitary Sewer 10 Inch	16.00%	42.00%	42.00%
D-Storm Drain 30 Inch	35.00%	32.50%	32.50%
E -Storm Drain 36 Inch	100.00%		
F -Storm Drain 36 Inch	100.00%		
G - Roadway TBC to TBC		50.00%	50.00%
G -Culinary Water Line 8 Inch	Existing	Existing	Existing
G -PI Water Line 6 Inch		50.00%	50.00%
G -Storm Drain 30 Inch	35.00%	32.50%	32.50%
H - Roadway TBC to TBC		40.60%	59.40%
H -Storm Drain 15 Inch		50.00%	50.00%
H -Sanitary Sewer 8 Inch		50.00%	50.00%
H -Culinary Water Line 12 Inch		41.18%	58.83%
H -PI Water Line 6 Inch		50.00%	50.00%
I - WEST Culinary Water Line 8 inch	Existing	Existing	Existing
I - WEST PI Water Line 12 Inch	23.53%	76.47%	
I - EAST Culinary Water Line 8 inch	Existing	Existing	Existing
I - EAST PI Water Line 12 Inch	61.77%	38.24%	
J -Culinary Water Line 12 Inch	17.65%	82.35%	
K - Roadway TBC to TBC		40.60%	59.40%
K - Existing 8 Inch Culinary Water	Existing	Existing	Existing
K - PI Water Line 6 Inch		50.00%	50.00%
K - Sanitary Sewer 10 Inch	16.00%	42.00%	42.00%
K - Storm Drain 30 Inch	35.00%	32.50%	32.50%
L - Culinary Water Line 12 Inch		41.18%	58.83%



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<u>EXHIBIT B</u>

Improvement

This is a detailed description of the work completed by The Ritchie Group for which reimbursement, either in part or in full, is sought from the City of Spanish Fork and/or the Verk PID.

<u>1. Supply and Install Sitework.</u>

This category includes the demolition of the existing asphalt, clearing and scrapping the infrastructure sites, leveling the sub grade, importing substantial amounts of soil and gravel, hauling away spoils, and general site work to prepare the ground for infrastructure installation.

<u>2. Supply and Install the Sewer System.</u>

The underground sewer system has been installed in the full length of 700 West from 1900 North to 2700 North. The sewer is also installed at the intersection of 700 West and 2140 North and runs west the length of 1240 North. The sewer line also runs from the intersection of 700 West and 2700 North and then runs west along 2700 North until it reaches the sewer lift station.

<u>3. Supply and Install the Storm Drain.</u>

The large 36-inch underground storm drain has been installed beginning at the north end of 700 West and continues north under the airport runways. It then continues north across the vacant land owned by the City of Spanish Fork and enters the roadways at the intersection of N 600 West and W 3000 North. The storm drain then runs east the length of 3000 North and then turns north at the Intersection of N. Main Street and ends at it delivers its water to Dry Creek, an open drainage ditch leading to Utah Lake. Storm drains are also installed the full length of 700 West from 1900 North to the intersection of 2700 North, and tuns west along 2700 North until it reaches the sewer lift station. Storms drains are also placed in 2140 North from 7000 West the length of the road.

<u>4. Supply and Install Culinary Water Lines.</u>

The water infrastructure has been installed from the intersection 700 West and 1900 North and runs north the full length of 700 West. The line is also installed in the existing length 2140 West. The line is also installed along 2700 North from 700 West to the sewer lift station.

5. Supply and Install Pressurized Irrigation.

The Irrigation water line is placed beneath the street beginning at 300 West and runs west along 1900 North to the intersection of 700 West. The irrigation line then continues north the full length of 700 West. The Irrigation line also runs from 700 West down the length of 2140 North. It also runs from 2700 North west until it reaches the sewer lift station.

6. Supply and Install Roadways

Roadway improvements begin at 300 West and continue west along 1900 North. At the intersection of 1900 North and 700 West the roadway then turns north and continues the full length of 700 West until it reaches the intersection of 2700 North. At the intersection of 700 West and 2700 North the road turns to the west and continues to the sewer lift station

The asphalt that was destroyed due to placing the storm drain underground in the length of the street known as 3000 North has now been fully resurfaced with new asphalt from the intersection 600 West all the way East to the intersection of N. Main Street.

7. Third Party Professions Services of each of the above.

Included in each of the above categories above are any third-party costs for engineering reports, construction drawings, inspection reports, and other professional services, value of land required donated to the City, and any other costs the City may agree to and to reimburse with regard to the installation of infrastructure improvements.