Hinckley, Utah

June 4, 2026

The Mayor and Town Council of Hinckley Town, Millard County, Utah met in regular session at its regular meeting place in said Municipality at 7:00 o'clock p.m. on the 4th day of June, 2026, with the following members of the Governing Body present:

Alan Miller	Mayor
~~Chris Mork~~	~~Councilmember~~
Skip Taylor	Councilmember
Ron Black	Councilmember
Kristi Townsend	Councilmember

Also present:

Tresa Taylor	Town Clerk

Absent:

Chris Mork	Councilmember

After the minutes of the preceding meeting had been read and approved, the Town Clerk presented to the Council an affidavit evidencing the giving of not less than twenty-four (24) hours public notice of the agenda, date, time and place of the June 4, 2026, meeting of the Council in compliance with the requirements of Section 52-4-202(1), Utah Code Annotated 1953, as amended, by (1) posting written notice of the meeting at the principal office of the Town Council, and (2) providing notice to at least one newspaper of general circulation within the geographic jurisdiction of Hinckley Town, Millard County, Utah (the "City") or to a local media correspondent. The affidavit was ordered recorded in the minutes of the meeting and is as follows:

STATE OF UTAH)
: SS.
COUNTY OF MILLARD)

I, TRESA TAYLOR, the undersigned Town Clerk of Hinckley Town, Millard County, Utah (the "Issuer"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Mayor and Town Council (the "Governing Body") of the Town on June 4, 2026, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice 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.

In addition, the Notice of 2026 Annual Meeting Schedule for the Town (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Mayor and Town Council to be held during the year, by causing said Notice to be (i) posted in January 9, 2026 at the principal office of said Governing Body, (ii) posted on the Utah Public Notice Website (http://pmn.utah.gov) and (iii) posted on the City's official website.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed or imprinted hereon the official seal of the Issuer, this 4th day of June, 2026.

HINCKLEY TOWN

By Tresa Taylor
Town Clerk

(SEAL)

EXHIBIT A

[Attach Notice of Public Meeting Here]

NOTICE OF AGENDA OF REGULAR MEETING

* * * * * *

PLEASE TAKE NOTICE that the Mayor and members of the Town Council of Hinckley Town, Millard County, State of Utah, will hold a Regular Meeting on Thursday, the 4th day of June, 2026, at its regular meeting place, the Hinckley Town Offices, 161 East 300 North, Hinckley, Utah, at the hour of 7:00 o'clock p.m.

The Agenda for the meeting consists, in part, of the following:

(1) Consideration for and adoption of a Parameter Resolution authorizing the issuance of not to exceed $1,500,000 in Wastewater Revenue Bonds of Hinckley Town, Millard County, Utah and calling of a public hearing to receive input with respect to the issuance of such Bonds and any potential impact to the private sector from the construction of the Project; and

(2) Any other business that may come before said meeting.

DATED this 3rd day of June, 2026.

Treesa Taylor
Town Clerk

After the conduct of other business, the following resolution was introduced in written form by the Mayor, was read in full and, pursuant to motion made by Councilmember Ron Black and seconded by Councilmember Skip Taylor, was adopted by the following vote:

Yea: Alan Miller
~~Chris Mork~~
Skip Taylor
Ron Black
Kristi Townsend

Nay: None

The Resolution was thereupon signed by the Mayor, was attested and countersigned by the Town Clerk and was ordered recorded in the official records of the Issuer.

The Resolution is as follows:

HINCKLEY TOWN, MILLARD COUNTY, UTAH
RESOLUTION NO. 26-06-04

A RESOLUTION AUTHORIZING THE ISSUANCE AND CONFIRMING THE SALE OF WASTEWATER REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $1,500,000 (THE "BONDS") OF HINCKLEY TOWN, MILLARD COUNTY, UTAH (THE "ISSUER"), CALLING A PUBLIC HEARING AND ESTABLISHING A TIME, PLACE AND LOCATION FOR SAID PUBLIC HEARING TO RECEIVE INPUT FROM THE PUBLIC WITH RESPECT TO THE ISSUANCE OF BONDS AND ANY POTENTIAL ECONOMIC IMPACT TO THE PRIVATE SECTOR FROM THE CONSTRUCTION OF THE PROJECT TO BE FUNDED BY THE BONDS; PROVIDING FOR A PLEDGE OF WASTEWATER REVENUES FOR THE PAYMENT OF THE BONDS; FIXING THE MAXIMUM 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; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS subject to the limitations set forth herein, Hinckley Town, Millard County, State of Utah, desires to issue its Wastewater Revenue Bonds (the "Bonds") for the construction of wastewater system improvements, including upgrade of lagoon, together with related improvements (the "Project"), and to acquire necessary land, rights of way and other appurtenances and facilities and to defray all or a portion of the cost thereof from the bonds to be issued hereby, pursuant to this Resolution and a Master Resolution (the "Master Resolution"), in substantially the form presented at the meeting at which this Resolution was adopted and which is attached hereto as Exhibit "B";

and

WHEREAS in order to allow for flexibility in setting the financial terms of the Bonds once costs of the Project are finally determined and to optimize debt service costs to the Issuer, the Governing Body of the Issuer desires to grant to the Mayor, in accordance with state law, the authority to approve the interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the Bonds shall be sold and any changes with respect thereto from those terms which were before the Governing Body at the time of adoption of this Resolution, provided that such terms do not exceed the parameters set forth for such terms in Section 1 of this Resolution (the "Parameters"); and

WHEREAS the Issuer, Hinckley Town, considers it desirable and necessary and for the benefit of the Issuer to construct the Project to be owned and operated by the Issuer, but does not have on hand money sufficient to pay for the Project; and

WHEREAS the revenues to be derived by the Issuer from the operation of the System (as hereinafter defined) have not been pledged or hypothecated in any manner or for any purpose and the Issuer desires to issue its Wastewater Revenue Bonds payable from such revenues in the manner for which provision is hereinafter made in order to pay all or part of the cost of the Project; and

WHEREAS the Utah Local Government Bonding Act, Sections 11-14-101, et seq., Utah Code Annotated, 1953, as amended, provides that, prior to issuing bonds an issuing entity must (i) give notice of its intent to issue such bonds and (ii) hold a public hearing to receive input from the public with respect to the issuance of such bonds and any potential economic impact to the private sector from the construction of the Project to be funded by the Bonds; and

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

WHEREAS the State of Utah acting through its Water Quality Board has tentatively agreed to purchase Wastewater Revenue Bonds (the "Bonds"), at interest rates of not to exceed 2.0% per annum and on the general and special terms and conditions as set forth herein;

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Town Council of Hinckley Town, Millard County, State of Utah, as follows:

Section 1. The Mayor and Town Council (the "Governing Body") of Hinckley Town, Millard County, Utah (the "Issuer"), hereby finds and determines that it is in the best interests of the residents within the Town for the Issuer to issue its Wastewater Revenue Bonds in the aggregate principal amounts of not to exceed $1,500,000 at interest rates not to exceed 2.0% per annum, to mature in not more than thirty-five (35) years from their date or dates (collectively the "Bonds"), pursuant to a resolution to be adopted by the Governing Body authorizing and confirming the issuance and sale of the Bonds. Therefore, the Issuer hereby declares its intention to issue the Bonds according to the provisions of this Section. The Bonds are to be issued for the purpose of paying all or part of the cost of constructing wastewater system improvements, including upgrade of lagoon, together with related improvements, the acquisition of necessary land and easements and the payment of all related costs and services including engineering, the expenses and costs of the issuance of the Bonds and the cost to acquire and provide all appurtenant facilities therefor (the "Project").

The Issuer hereby declares its intention to issue the Bonds according to the provisions of this Section; provided, however, that the Bonds shall only be issued by the Issuer after adoption of a Master Resolution by the Governing Body of the Issuer (the "Master Resolution") setting forth the specific terms of the Bonds within the maximum terms herein provided.

The form of Master Resolution attached hereto as Exhibit “B” is in all respects hereby authorized and approved, and the Mayor and Town Clerk of the Issuer are hereby authorized and directed to execute and deliver the same on behalf of the Issuer.

The Mayor, within the parameters set forth herein, is hereby authorized to approve the interest rates, principal amounts, terms, maturities, redemption features and purchase price at which the Bonds shall be sold.

Section 2. The form, terms and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution. The Mayor and Town Clerk of the Issuer are hereby authorized and directed to execute and seal the Bonds.

Section 3. The appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution and the Bonds or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), 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 Governing Body or the provisions of the laws of the State of Utah or the United States.

Section 4. The Issuer shall hold a public hearing on July 2, 2026, to receive input from the public with respect to the issuance of the Bonds and any potential impact to the private sector from the construction of the Project to be funded by the Bonds, which hearing date shall be not less than fourteen (14) days after notice of the public hearing is (A) first published once a week for two consecutive weeks in the Millard County Chronicle Progress, a newspaper of general circulation in the Issuer and (B) published on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended. The Issuer directs its officers and staff to publish a Notice of Public Hearing in substantially the following form:

NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN that on June 4, 2026, the Mayor and Town Council of Hinckley Town (the "Issuer"), adopted a resolution (the “Resolution”) declaring its intention to issue its Wastewater Revenue Bonds (the “Bonds”) in a principal amount of up to $1,500,000 with interest at a rate not to exceed 2.0% per annum payable over a period of not more than 35 years, pursuant to the Utah Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and to call a public hearing to receive input from the public with respect to the issuance of the Bonds.

The Issuer shall hold a public hearing on July 2, 2026, at the hour of 7:00 p.m. The location of the public hearing is in the Town Office, 161 East 300 North, Hinckley, Utah. The purpose of the meeting is to receive input from the public with respect to the issuance of the Bonds and any potential economic impact to the private sector from the construction of wastewater system improvements, including lagoon upgrades, together with related improvements (the "Project") to be funded by the Bonds. All members of the public are invited to attend and participate.

DATED this 4th day of June, 2026.

/s/ Tresa Taylor
Town Clerk

[Publish once each week for two consecutive weeks.]

* * * * * * * *

<u>Section 5</u>. The Issuer shall also cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's principal offices for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a Notice of Bonds to be Issued in substantially the following form:

NOTICE OF BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that on June 4, 2026, the Mayor and Town Council of Hinckley Town (the "Issuer"), adopted a resolution (the "Resolution") declaring its intention to issue its Wastewater Revenue Bonds (the "Bonds"), pursuant to the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

The Issuer intends to issue the Bonds in the principal amount of not to exceed $1,500,000 to bear interest at a rate not to exceed 2.0% per annum, to mature in not to more than 35 years from their date or dates, and to be sold at a price not less than 100% of the total principal amount thereof, plus accrued interest to the date of delivery. The Bonds will specify that any installment of principal on the Bonds which shall not be paid when due shall bear interest at the rate of 18% per annum from the due date thereof until paid.

The Issuer intends to issue the Bonds for the purpose of (i) financing all or a portion of the cost to construct wastewater system improvements, including lagoon upgrades, together with related improvements; and (ii) paying costs of issuing the Bonds.

OUTSTANDING BONDS SECURED BY THE SAME REVENUE

There are no outstanding bonds secured by the revenues from the wastewater system, which revenues are being pledged to secure the payment of the Bond.

ESTIMATED TOTAL COST OF THE BONDS

Although the Resolution authorizes the issuance of Bonds in the principal amount of up to $1,500,000, it is presently anticipated that the proposed Bonds will actually be issued in the amount of $961,000, in which case the estimated total cost to the Issuer for the proposed Bonds is $1,171,803, including an estimated cost of interest on the Bonds of $210,805.

NOTICE IS FURTHER GIVEN that a period of 30 days from and after the last date of 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 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.

A copy of the Resolution is on file in the office of the Town Clerk in Hinckley, Utah, where it may be examined during regular business hours of the Town Clerk from 9:00 a.m. to 1:00 p.m. Monday through Friday.

DATED this 4th day of June, 2026.

/s/ Tresa Taylor
Town Clerk

[Publish one time only.]

* * * * * * * *

Section 6. For a period of thirty (30) days from and after publication of the Notice of Bonds to be Issued, any person in interest shall have the right to contest the legality of this Resolution or the Bonds hereby authorized. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution or the Bonds for any cause whatsoever.

Section 7. 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.

PASSED AND APPROVED this 4th day of June, 2026

HINCKLEY TOWN

By_______________________
Mayor

ATTEST AND COUNTERSIGN:

By_______________________
Town Clerk

[SEAL]

After the conduct of other business not pertinent to the foregoing, it was moved and carried that the Mayor and Town Council adjourn.

HINCKLEY TOWN

By_______________________
Mayor

ATTEST:

By_______________________
Town Clerk

[SEAL]

STATE OF UTAH)
: ss.
COUNTY OF MILLARD)

I, TRESA TAYLOR, the undersigned, do hereby certify that I am the duly qualified and acting Town Clerk of Hinckley Town, Millard County, Utah (the "Issuer"). I further certify that the above and foregoing constitutes a true and correct copy of the minutes of a regular public meeting of the Mayor and Town Council of the Issuer, held on June 4, 2026, including a Resolution adopted at such meeting, together with exhibits and appendices attached thereto, as said minutes, resolution and appendices are recorded in the regular official book of minutes of the proceedings of the Governing Body kept in the office of the Town Clerk that said proceedings were duly had and taken as therein shown, that the meeting thereon shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were present at said meeting, as therein shown.

I further certify and I caused a true and correct copy of the above-referenced resolution (including all exhibits and appendices attached thereto) to be filed in the office of the Town Clerk for examination by any interested person during the regular business hours of the office of the Town Clerk.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed hereon the official seal of the Issuer, this 4th day of June, 2026.

Tresa Taylor
Town Clerk

[SEAL]

<u>EXHIBIT "B"</u>

MASTER RESOLUTION

[See Transcript Document No. ____]

<u>SCHEDULE 1</u>

NOTICE OF MEETING

SCHEDULE 2

Notice of Annual Meetings

MASTER RESOLUTION

OF

HINCKLEY TOWN, MILLARD COUNTY, UTAH

AS ISSUER

DATED AS OF *, 2026

MASTER RESOLUTION

WHEREAS, Hinckley Town, Millard County, State of Utah, considers it desirable and necessary and for the benefit of the Issuer to construct, operate and maintain the Project (as hereinafter defined) to be owned and operated by the Issuer, but does not have on hand money sufficient to pay for the Project (as hereinafter defined); and

WHEREAS, pursuant to the provisions of a Resolution adopted on June 4, 2026 (the "Authorizing Resolution"), the Governing Board of the City (the "Governing Board") has authorized and approved certain actions to be taken by the City in connection with the financing of the Project, including the adoption this Master Resolution and the issuance of the Series 2026 Bonds hereunder; and

WHEREAS, it has been determined by the City that the estimated amount necessary to finance the Project, including necessary expenses incidental thereto, will require the issuance, sale and delivery of the Series 2026 Bonds in the principal amount of $961,000, as hereinafter provided; and

WHEREAS, the City has determined that the Series 2026 Bonds shall be secured as provided herein and has ascertained and determined that the provisions herein contained for protecting and enforcing the rights and remedies of the registered owners of such Series 2026 Bonds are reasonable, proper and in accordance with law, and that this Master Resolution is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions herein contained to be reasonable and proper for the security of the registered owners of the Series 2026 Bonds; and

WHEREAS, all acts and things required by law to make this Master Resolution a valid and binding instrument for the security of all Bonds duly issued hereunder have been done and performed, and the execution and delivery of this Master Resolution have been in all respects duly authorized; and

WHEREAS, the Series 2026 Bonds in registered form are to be in substantially the appropriate form set forth in Section 2.06 and if issued as Exchange Bonds are to be in substantially the appropriate form set forth in Section 2.07, with appropriate variations, omissions and insertions as permitted or required by this Master Resolution; and

WHEREAS, all things necessary to make the Series 2026 Bonds when authenticated by the City and issued as in this Master Resolution provided, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Master Resolution a valid assignment and pledge of the amounts pledged to the payment of the principal on the Series 2026 Bonds, and to constitute this Master Resolution a valid assignment of the rights of the City with respect to the Project have been done and performed and the creation, execution and delivery of this Master Resolution, and the creation, execution and issuance of the Series 2026 Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Mayor and City Council of Hinckley Town, Millard County, Utah, as follows:

ARTICLE I

DEFINITIONS

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

"Act" means the provisions of the Local Government Bonding Act of the State of Utah, Chapter 14, Title 11, Utah Code Annotated, 1953, as amended and the Registered Public Obligations Act of the State of Utah, Chapter 7, Title 15, Utah Code Annotated, 1953, as amended.

"Annual Debt Service" means the annual payment of principal, interest, if any, and premium or penalty, if any, to be paid by the Issuer on all outstanding bonds or other forms of indebtedness which are secured by the revenues of the System.

"Annual Net Revenues" means the Net Revenues for any 12 consecutive calendar months.

"Bond Fund" mean the fund established in Section 4.02 hereof.

"Bond" means the $961,000 aggregate principal amount of Wastewater Revenue Bond, Series 2026 of the Issuer authorized hereby.

“Bond Documents” means this Master Resolution.

"Bondholder" means the registered holder of any registered bond, the issuance of which is authorized herein.

"Delivery Date" means the date the Bond is delivered to the initial purchaser and this date to be known on the Bond as the issue date.

"Depository" or "Depository Bank" means a Qualified Depository (defined hereinafter).

"Escrow Account" means an account to be held in escrow by the Escrow Agent pursuant to an Escrow Agreement to be entered into between the Issuer and the Water Quality Board on the date of delivery of the Bond, said account to be used for the purpose of depositing the proceeds of the sale of the Bond as well as certain grant monies and supervising said proceeds pursuant to the terms of the Escrow Agreement.

"Escrow Agent" means the Utah State Treasurer.

"Executive Officer" means the Mayor of the Issuer.

"Expense of Maintenance and Operation" means all expenses reasonably and necessarily incurred in connection with the operating, repairing, maintaining and insuring of the System, and including ordinary repairs, renewals and replacements, other than capital improvements, necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, paying agents' fees, depository fees, legal fees, architect's fees, engineering fees, fiscal agent's fees, escrow agent's fees, properly allocated charges for insurance, any other expenses described as Expenses of Maintenance and Operation and generally all expenses which under general accounting practices are properly chargeable to maintenance and operation, but excluding depreciation.

"First Payment Date" means a payment of principal and interest on March 1, 2029, provided, however, that there shall also be a payment of interest only on March 1, 2027 and March 1, 2028.

"Fully Registered Bond" means a single Bond registered as to both principal and interest, if any, in the denomination equal to the amount of the Bond authorized herein.

"Future Parity Bonds" means any bonds hereafter issued by the Issuer on a parity with the Bond herein authorized pursuant to the conditions and restrictions set forth in Article V hereof.

"Governing Body" means the Mayor and City Council of the Issuer.

"Installment Amount" means the amount of each annual registered installment of principal and interest on the Bond, as shown in the Repayment Schedule in the Bond.

"Issue Amount" means the principal amount of the Bond authorized to be issued hereunder and is the amount of $961,000.

"Issuer" means Hinckley Town, Millard County, Utah.

“Master Resolution” means this resolution providing for the issuance of a revenue bond payable from the Revenues of the System, as from time to time amended or supplemented in accordance with the provisions hereof.

"Net Revenues" means, for any period, the Revenues during such period less Expenses of Maintenance and Operation during such period.

"Outstanding" or "Outstanding Bonds" means any Bond which has been issued and delivered in accordance with the provisions hereof; but shall not include a Bond in lieu of which another Bond has been issued to replace a mutilated, lost, destroyed or stolen bond.

"Payment Date" means the 1st day of March in each year beginning with the year 2029, provided, however, that there shall also be a payment of interest only on March 1, 2027 and March 1, 2028.

"Payment Years" means the Years in which Installment Amounts come due, described as the years 2027 through 2058.

"Permitted Investments" means those investments specified in Section 51-7-11, Utah Code Annotated, 1953, as amended.

"Project" means the construction of wastewater system improvements, including lagoon upgrades, together with related improvements.

"Qualified Depository" means a depository institution constituting a "qualified depository" under Chapter 7 of Title 51, Utah Code Annotated 1953, as amended.

"Reserve Fund Installment" means a monthly payment of $542 for the first six (6) years until the sum of $39,058 is accumulated.

"Reserve Fund Requirement" means the amount equal to the maximum annual installment of principal and interest on the Bond, which is $39,516.

"Revenues" means all revenues, income and profits of any kind derived from the operation of the System, including the proceeds of any connection charges not applied directly to the payment of the cost of improving or extending the System or of making connections thereto, and all interest earned by and profits derived from the sale of investments made with the said revenues, income and profits. Revenues shall not include the proceeds of sale of the Bond, Parity Bonds or other obligation issued for System purposes.

"Serial Bonds" means the registered $1000 denomination (or multiples of $1000) Wastewater Revenue Bond, Series 2026 which may be issued in exchange for the Fully Registered Bond.

"System" means the complete wastewater and wastewater system of the Issuer, as such system now exists, together with the Project, and any other properties now or hereafter owned or operated by the Issuer relating to said system and as may hereafter be improved and extended, including specifically all properties of every nature owned by the Issuer and used or useful in the operation of said system, including real estate, personal and intangible properties, contracts, franchises, leases and choses in action, whether lying within or without the boundaries of the Issuer.

"Town Clerk" means the duly appointed and acting Town Clerk of the Issuer.

"Water Quality Board" means the State of Utah, Water Quality Board, or any other successor agency.

"Year" means the twelve-month period beginning on January 1st of each calendar year and ending on the next succeeding December 31st.

Except where the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing the male gender shall include the female gender and vice versa.

ARTICLE II

TERMS AND PROVISIONS OF THE SERIES 2026 BOND

Section 2.01. Purpose and Authority.

(a) The Governing Body hereby finds, determines and declares that the Project to be acquired, constructed, improved and extended with the proceeds of the Bond is necessary for the proper operation of the System and is economically feasible, and the Revenues will be sufficient to retire the Bond.

(b) For the purpose of paying the cost of the Project, including the payment of all fees and expenses incident thereto and to the issuance of the Series 2026 Bond, the Series 2026 Bond shall be issued in the amount or amounts set forth in the Certificate of Dates of Payment and Amounts at the end of the Bond, but in no event more than the maximum principal amount of $961,000. The Series 2026 Bond shall be payable solely from the Revenues to be derived from the operation and ownership of the System, as more specifically provided herein, and, to the extent available, monies remaining in the Construction Fund as described in Section 3.01 upon completion of the Project.

Section 2.02. Designation and Terms of the Series 2026 Bond. The Series 2026 Bond shall be designated as the "Wastewater Revenue Bond, Series 2026," shall be dated as of the date of delivery to the Water Quality Board, shall be issued as a single fully-registered bond, without coupons, in the denomination of the amount or amounts set forth in the Certificate of Dates of Payment of Amounts at the end of the Series 2026 Bond and shall be numbered R-1, the principal amount of which shall bear interest at the rate of 1.33% per annum and shall be in such amount as set forth in the table and column of Payment Dates and Amounts as set forth in the form of the Series 2026 Bond. Interest shall be payable on the same day as the due date for a payment of principal; provided, however, that there shall also be a payment of interest only on March 1, 2027 and March 1, 2028.

Any installment of principal and/or interest which shall not be paid when due shall bear interest, to the extent permitted by law, at the rate of eighteen percent (18%) per annum from the date of maturity of such installment until that installment is paid.

Subject to prepayment of principal as herein provided, principal on the Series 2026 Bond shall be payable in the number of annual registered installments equal to the number of Payment

Years, with no provision for any grace period as to the due date of such payments; provided, however, that the last such installment payment shall be in such amount as will pay the remaining principal due and interest on the Series 2026 Bond on the date of such payment each in the amount of the Installment Amount, due on the Payment Date of each of the Payment Years. Each payment shall be first applied to any applicable interest accrued to the date of payment of that installment, then to principal. Principal and interest, if any, on the Series 2026 Bond shall be payable in any coin or currency which, on the respective dates of payments, is legal tender for the payment of debts to the United States of America and, except as hereinafter otherwise provided, shall be made by check or draft mailed to the Office of the Water Quality Board in Salt Lake City, Utah, or to its designee or to such other registered owner of the Series 2026 Bond as is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each Payment Date at the address of such registered owner as it appears on such registration books or to such other address furnished in writing by such registered owner to the Issuer, and payment shall be endorsed thereon in the payment record attached thereto.

The single, Fully-Registered Bond may be exchanged for Serial Bonds in increments of $1000 at the option of the holder.

Section 2.03. Payment of the Series 2026 Bond. So long as Utah Water Quality Board is the registered owner thereof, principal and interest, if any, on the Series 2026 Bond shall be payable in lawful money of the United States of America by check or draft of the Issuer mailed to the Utah Water Quality Board, Salt Lake City, Utah, or its designees. In the event the Bond is registered in the name of a different owner, principal payments shall be payable upon presentation of the Bond and interest installments shall be mailed to the address of the registered owner as it appears on the registration books maintained by the Issuer as of the close of business on the 15th day of the month next preceding each Payment Date or to such other address furnished in writing to the Issuer by such new registered owner to the Issuer. Each payment shall be endorsed by the registered owner of the Series 2026 Bond on the payment record attached thereto upon receipt thereof.

Section 2.04. Prepayment Provisions and Provisions Regarding Notation of Payments.

(a) The Series 2026 Bond shall be subject to prepayment at the option of the Issuer at any time in whole or in part in multiples of $1000 at the principal amount thereof plus accrued interest, if any, to the date of prepayment, and without premium. Any prepayment shall be allocated to the Series 2026 Bond unless otherwise approved and directed by the Water Quality Board or other registered owner of the Bond. In the event of a partial prepayment, each installment payment due on the Payment Date of each Payment Year after such partial prepayment shall remain in the amount set forth in Section 2.02 regardless of any such partial prepayment; provided that any such partial prepayment shall reduce the principal due on the Series 2026 Bond in inverse order of installment maturities; and provided further that the final payment on the Bond shall be fully sufficient to pay all principal and interest, if any, remaining due thereon. Each prepayment on the Series 2026 Bond shall be applied to any interest then due, if any, on the Series 2026 Bond and then to principal, in inverse order of maturity of the principal installments. Notice of any call for prepayment shall be given by registered mail not less than 30 nor more than 45 days prior to the prepayment date to the

Utah Water Quality Board, Salt Lake City, Utah, or to its designee, or to such other registered owner of the Bond as is shown on the registration books at the close of business on the fifteenth day next preceding the mailing of such prepayment notice at the registered owner's address as shown on such registration books or at such other address furnished in writing by such registered owner to the Issuer.

(b) In the event of a partial prepayment, such prepayment shall be made in the manner provided for herein for the payment of Installment Amounts (except that prepayments need not be made on Payment Dates) and endorsed on the Bond on the prepayment record attached thereto.

(c) If notice of prepayment shall have been given as aforesaid, the Series 2026 Bond or the portion thereof specified in said notice shall become due and payable at the prepayment price and on the prepayment date therein designated and if, on the prepayment date, money for the payment of the prepayment price of the Series 2026 Bond or the portion thereof to be prepaid, together with interest, if any, to the prepayment date, shall be available for such prepayment on said date, then from and after the prepayment date, interest, if any, on the Series 2026 Bond or the portion thereof so called for prepayment shall cease to accrue and become payable.

(d) The registered owner of the Series 2026 Bond shall endorse any payment or prepayment of principal on the Series 2026 Bond upon the payment record or prepayment record attached to the Series 2026 Bond.

Section 2.05. Execution of Bond and Representations Relating to the Master Resolution. The Series 2026 Bond shall be executed on behalf of the Issuer by the manual or facsimile signature of the Executive Officer and attested and countersigned by the manual or facsimile signature of the Secretary. The Secretary shall impress or imprint the official seal of the Issuer on the Bond. All of the covenants, promises, statements, recitals, representations and agreements contained in the Series 2026 Bond and this Master Resolution are hereby considered and understood, and it is hereby ordered and declared that the covenants, promises, statements, recitals, representations and agreements therein and herein are covenants, promises, statements, recitals, representations and agreements of the Issuer.

Section 2.06. Form of Series 2026 Bond. The Series 2026 Bond shall be in substantially the following form:

REGISTERED **REGISTERED**

No. R-_ **$__________**

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF MILLARD
HINCKLEY TOWN

WASTEWATER REVENUE BOND, SERIES 2026

THIS BOND HAS BEEN DESIGNATED BY THE AUTHORITY AND THE CITY FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.

Principal Sum	Interest Rate	Original Issue Date
$961,000.00	**1.33%**	**_________, 2026**

Hinckley Town, Millard County, Utah (the "Issuer") for value received, promises to pay from the special fund hereinafter described and in the manner hereinafter set forth, and not otherwise, to the order of the registered owner hereof, the Total Principal Sum set forth in the Certificate of Dates of Payment and Amount (hereinafter "Principal Certificate") set forth at the end of this Bond, together with interest accruing on the unpaid principal balance from the Original Issue Date at the rate specified above (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable annually on March 1 of each year, beginning March 1, 2029, as set forth in the following Repayment Schedule:

Maturity Date March 1st	Principal Amount	Interest Amount	Total Amount
2029	$26,000.00	$12,781.00	$38,781.00
2030	$27,000.00	$12,436.00	$39,436.00
2031	$27,000.00	$12,076.00	$39,076.00
2032	$27,000.00	$11,717.00	$38,717.00
2033	$28,000.00	$11,358.00	$39,358.00
2034	$28,000.00	$10,986.00	$38,986.00
2035	$28,000.00	$10,613.00	$38,613.00
2036	$29,000.00	$10,241.00	$39,241.00
2037	$29,000.00	$ 9,855.00	$38,855.00
2038	$30,000.00	$ 9,470.00	$39,470.00
2039	$30,000.00	$ 9,071.00	$39,071.00
2040	$30,000.00	$ 8,672.00	$38,672.00
2041	$31,000.00	$ 8,273.00	$39,273.00

2042	$31,000.00	$ 7,860.00	$38,860.00
2043	$32,000.00	$ 7,448.00	$39,448.00
2044	$32,000.00	$ 7,022.00	$39,022.00
2045	$32,000.00	$ 6,597.00	$38,597.00
2046	$33,000.00	$ 6,171.00	$39,171.00
2047	$33,000.00	$ 5,732.00	$38,732.00
2048	$34,000.00	$ 5,293.00	$39,293.00
2049	$34,000.00	$ 4,841.00	$38,841.00
2050	$35,000.00	$ 4,389.00	$39,389.00
2051	$35,000.00	$ 3,924.00	$38,924.00
2052	$36,000.00	$ 3,458.00	$39,458.00
2053	$36,000.00	$ 2,979.00	$38,979.00
2054	$37,000.00	$ 2,500.00	$39,500.00
2055	$37,000.00	$ 2,008.00	$39,008.00
2056	$38,000.00	$ 1,516.00	$39,516.00
2057	$38,000.00	$ 1,011.00	$39,011.00
2058	$38,000.00	$ 505.00	$38,505.00

To each installment of principal there shall be added interest accruing from the Original Issue Date, at the rate of One and thirty-three hundredths (1.33%) per cent per annum on the entire balance remaining due under this Bond, provided, however, that there shall also be a payment of interest only on March 1, 2027 and March 1, 2028. Interest shall be payable on the same day as the due date for a payment of principal.

If less than the Maximum Principal Amount is advanced, the principal amount payable on the due date shall be the total unpaid principal sum set forth in the "Certificate of Dates of Payment and Amount". The Issuer shall pay the Installment Amounts on each Payment Date thereafter and liability of Issuer shall continue until the Total Principal Sum, together with accrued interest, if any, shall be paid in full, irrespective of the initial amount advanced by the Purchaser.

Any installment of principal and interest hereof which shall not be paid when due shall bear interest at the rate of eighteen (18%) per cent per annum from the date of maturity of such installment until paid. This Bond is payable in lawful money of the United States of America by check or draft of the Issuer mailed to the State of Utah Water Quality Board, Salt Lake City, Utah, or its designee, or to such other registered owner hereof, as such registered owner is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each installment payment date at the address of such registered owner as it appears on such registration books or to such other address as is furnished in writing by such registered owner to the Issuer. The registered owner of this Bond, by acceptance hereof, agrees that such registered owner shall endorse each payment received on the Payment Record attached hereto. Payments received on this Bond shall be applied first to the payment of interest payable and then to principal.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF AND INTEREST, IF

ANY, ON THIS BOND SOLELY FROM THE REVENUES (THE "REVENUES") DERIVED FROM THE ISSUER'S SEWER AND WASTEWATER SYSTEM ("SYSTEM") AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE MASTER RESOLUTION (AS HEREINAFTER DEFINED). THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON INDEBTEDNESS. PURSUANT TO THE MASTER RESOLUTION, REVENUES FROM THE SYSTEM HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THIS BOND.

This Bond is issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act (as hereinafter defined) and all other laws applicable thereto.

This Bond is a special obligation of the Issuer and is the only one of an issue of a total series of fully-registered Wastewater Revenue Bond, designated as "Wastewater Revenue Bond, Series 2026", in the aggregate principal amount of $961,000, dated as of the date set forth below and is issued under, by virtue of, in full conformity with and after full compliance with the Constitution and laws of the State of Utah, including particularly the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated, 1953, as amended, (collectively the "Act") and a Master Resolution duly adopted by the Town Council of the Issuer (the "Governing Body") on ___________, 2026, authorizing this Bond (the "Master Resolution"), for the purpose of paying all or part of the cost of construction of wastewater system improvements, including lagoon upgrades, together with related improvements (the "Project") including, without limitation, all fees and expenses reasonably incurred in connection therewith and with the issuance of such bonds as may be properly payable from the proceeds thereof. Principal on this Bond is payable solely from the revenues, funds and other monies pledged or provided therefor under the terms of the Master Resolution.

This Bond is dated as of date of delivery and is duly issued under and by virtue of the Act and under and pursuant to the Master Resolution. A copy of the Master Resolution is on file at the office of the Secretary of the Issuer in Hinckley, Utah, and reference to the Master Resolution and to the Act is made for a description of the pledge and covenants securing the Series 2026 Bond, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Bond is issued and a statement of the rights, duties, immunities and obligations of the Issuer. Such pledge and other obligations of the Issuer under the Master Resolution may be discharged at or prior to the maturity or redemption of the Series 2026 Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Master Resolution.

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

This Bond is transferable, as provided in the Master Resolution, only upon the books of the Issuer kept for that purpose at the office of the Secretary of the Issuer by the registered owner hereof in person or by his attorney duly authorized in writing. The Issuer may treat and consider the person in whose name this Series 2026 Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof, and interest, if any, payable hereon and for all other purposes whatsoever.

Subject to the provisions of the Master Resolution, the Series 2026 Bond is issuable in fully registered form, without coupons, in a denomination equal to the aggregate principal amount of the Series 2026 Bond or, upon exchange, in the denomination of $1000 and any integral multiple thereof.

This Bond is subject to redemption at any time at the option of the Issuer in whole or in part (if in part, in integral multiples of $1000) in inverse order of the due date of the principal installments hereon, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so redeemed, and without premium. The registered owner of this Series 2026 Bond, by acceptance hereof, agrees to endorse each such redemption on the Prepayment Record attached hereto.

Notice of redemption shall be given by the Issuer by registered mail, not less than 30 days nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his address as it appears on the bond registration books of the Issuer, or at such address as he may have filed with the Issuer for that purpose. Each notice of redemption shall state the redemption date and the principal amount to be redeemed.

If notice of redemption shall have been given as aforesaid, the Bond or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah or by the Act or the Master Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of the series of Bonds of which this Bond is a part, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Bond shall not be valid until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, Hinckley Town, Millard County, Utah, has caused this Bond to be signed by its Mayor and attested and countersigned by its Town Clerk, and the official seal of Hinckley Town, Millard County, Utah, to be impressed or imprinted hereon, all as of the ____ day of _______, 2026.

HINCKLEY TOWN

(DO NOT SIGN-FORM ONLY)
By_____________________________
Mayor

ATTEST AND COUNTERSIGN:

(DO NOT SIGN-FORM ONLY)
By____________________________
Town Clerk

(SEAL)

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

I, the undersigned Treasurer of the Issuer, hereby certify that I have received from the original purchaser of this Bond the amount or amounts indicated below on the date or dates set forth opposite such amount(s); that the amount last inserted under the column "Total Principal Sum" is the total amount received by the Issuer for the issuance of this Bond, and that I have placed my signature in the space provided opposite such amount(s) to evidence receipt of same.

Amount of Payment	Date of Payment	Total Principal Sum	Treasurer's Signature (SEAL)
$__________	__________	__________	__________
$__________	__________	__________	__________
$__________	__________	__________	__________
$__________	__________	__________	__________

REGISTRATION CERTIFICATE

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

Date of Registration	Name of Registered Owner	Signature of Bond Registrar
__________	State of Utah, Dept of Environmental Quality, Water Quality Board	__________
__________	__________	__________
__________	__________	__________

PAYMENT RECORD

I, the undersigned registered owner or authorized officer of the registered owner of the bond to which this Payment Record is attached (the "Owner"), hereby certify that the Owner has received from Hinckley Town, Millard County, Utah, the amounts indicated below on the dates set forth opposite such amounts in repayment of the loan of $961,000 to Hinckley Town, Millard County, Utah, as referenced by the bond to which this Payment Record is attached, and have placed my signature in the space provided opposite such amounts to evidence receipt of same.

As long as the State of Utah, Department of Environmental Quality, Water Quality Board, Salt Lake City, Utah is the registered owner of the bond to which this Payment Record is attached, the Chairman of said Board or designee, shall sign below as the owner of such bond.

Date Due	Amount	Interest Paid	Principal Paid or Prepaid	Date Due	Remaining Unpaid Principal Balance	Name, Title and Signature of Owner or Authorized Officer Thereof

PREPAYMENT RECORD

I, the undersigned registered owner or authorized officer of the registered owner of the bond to which this Payment Record is attached (the "Owner"), hereby certify that the Owner has received from Hinckley Town, Millard County, Utah, the amounts indicated below on the dates set forth opposite such amounts in repayment of the loan of $961,000 to Hinckley Town, Millard County, Utah, as referenced by the bond to which this Prepayment Record is attached and have placed my signature in the space provided opposite such amounts to evidence receipt of same.

As long as the State of Utah, Department of Environmental Quality, Water Quality Board, is the registered owner of the Bond to which this Prepayment Record is attached, the Chairman of said Board shall sign below as the owner of such Bond.

Principal Due

Date	Amount	Payment	Principal Balance	Date Paid	Name, Title and Signature of Owner or Authorized Officer Thereof

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

____

____
Insert Social Security or Other
Identifying Number of Assignee

____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of Hinckley Town, Millard County, Utah, and does hereby irrevocably constitute and appoint ___________________________ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________________ Signature: ____________________

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange or a commercial bank or trust company.

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

Section 2.07. Exchange of the Series 2026 Bond for Serial Bonds.

(a) It is recognized that the Water Quality Board may sell or otherwise transfer the Series 2026 Bond pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated, 1953, as amended, or otherwise. The Series 2026 Bond may be exchanged at the office of the Issuer for a like aggregate principal amount of Serial Bonds in accordance with the provisions of Section 2.07 hereof. Serial Bonds shall be substantially in the form set forth in Section 2.07(b) hereof. Each Principal Installment on the Series 2026 Bond not previously paid or cancelled shall be represented by an equivalent principal amount of Serial Bonds, in authorized denominations and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2026 Bond for Serial Bonds and the Issuer shall pay or cause to be paid all costs and other charges incident to such exchange.

(b) Form of Serial Bond. The Serial Bond shall be in substantially the following form:

REGISTERED **REGISTERED**

No. R-__ **$__________**

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF MILLARD
HINCKLEY TOWN

WASTEWATER REVENUE BOND, SERIES 2026

	MATURITY	**DATED**
[SEE REVERSE SIDE	**DATE**	**DATE**
FOR ADDITIONAL		
PROVISIONS]	**March 1, ____**	**________, 20__**

Registered Owner:

Principal Amount: ____DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Hinckley Town, Millard County, Utah (the "Issuer"), acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender hereof, the principal amount identified above, bearing interest at the rate of 1.33% per annum. If the principal and interest amount of this Bond is not paid when due, said principal shall bear interest at the rate of eighteen (18%) per annum from said due date until paid. Principal of and interest, if any, on this Bond shall be payable at the office of the registered owner. The principal of and interest, if any, on this Bond shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. Payments received on this Bond shall be applied first to the payment of interest, if any, then to principal.

Interest on this Bond shall be mailed to the registered owner hereof at his address as shown on the records of the Issuer annually on March 1st of each year until the total principal amount of this Bond, plus all accrued interest hereon, is paid in full. In the event this Bond is exchanged for Serial Bonds as herein provided, interest will continue to accrue from March 1st previous to date of exchange and shall be payable commencing on the first March 1st following the dated date of said Serial Bonds.

THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THIS BOND SOLELY FROM THE REVENUES (THE "REVENUES") DERIVED FROM THE ISSUER'S SEWER AND WASTEWATER SYSTEM ("SYSTEM") AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE MASTER RESOLUTION (AS HEREINAFTER DEFINED). THIS BOND IS NOT A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION ON INDEBTEDNESS. PURSUANT TO THE MASTER RESOLUTION, REVENUES FROM THE SYSTEM HAVE BEEN PLEDGED AND WILL BE SET ASIDE INTO SPECIAL FUNDS BY THE ISSUER TO PROVIDE FOR THE PROMPT PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THIS BOND AND ALL BONDS OF THE SERIES OF WHICH IT IS A PART.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act (as hereinafter defined) and all other laws applicable thereto.

THE TERMS AND PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE SIDE OR AT THE END HEREOF AND SUCH CONTINUED TERMS AND PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Utah or by the Act or the Master Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of the series of Bonds of which this Bond is a part, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

This Bond shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Issuer.

IN WITNESS WHEREOF, Hinckley Town, Millard County, Utah, has caused this Bond to be signed in its name and on its behalf by its Mayor and [a facsimile of] its corporate seal to be [imprinted] [impressed] hereon and attested and countersigned by its Town Clerk [(the signatures of said Mayor and Town Clerk being by facsimile), and said officials by the execution hereof do adopt as for their own proper signatures their facsimile signatures appearing on each of the Bonds], all as of the Issue Date specified above.

HINCKLEY TOWN

(FORM ONLY-DO NOT SIGN)
By______________________________
Mayor

ATTEST AND COUNTERSIGN:

(FORM ONLY-DO NOT SIGN)
By______________________________
Town Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Master Resolution and is one of the Wastewater Revenue Bond, Series 2026, of Hinckley Town, Millard County, Utah.

HINCKLEY TOWN
as Bond Registrar

By______________________________
Town Clerk

Date of Registration and Authentication:

____

Bond Registrar and Paying Agent:

Hinckley Town, Millard County, Utah

[FORM OF REVERSE SIDE OF OR TO BE APPENDED TO THE BONDS]

This Bond is a special obligation of the Issuer and is one of an issue of a total series of fully-registered Wastewater Revenue Bonds, designated as "Wastewater Revenue Bonds, Series 2026," in the aggregate principal amount of $_________ dated as of the date set forth below, issued under, by virtue of, in full conformity with and after full compliance with the Constitution and laws of the State of Utah, including particularly the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended, and a Master Resolution duly adopted by the Town Council of the Issuer (the "Governing Body") on *, 2026, authorizing this Bond (the "Master Resolution"), for the purpose of paying all or part of the cost of construction of wastewater system improvements, including lagoon upgrades, together with related improvements (the "Project") including, without limitation, all fees and expenses reasonably incurred in connection therewith and with the issuance of such bonds as may be properly payable from the proceeds thereof. Principal of, premium, if any, and interest, if any, on this Bond is payable solely from the revenues, funds and other monies pledged or provided therefor under the terms of the Master Resolution.

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

The Bonds are dated as of _______________, 2026 and are duly issued under and by virtue of the Act and under and pursuant to the Master Resolution. A copy of the Master Resolution is on file at the office of the Secretary of the Issuer in Hinckley, Utah, and reference to the Master Resolution and to the Act is made for a description of the pledge and covenants securing the Bonds, the nature, manner and extent of enforcement of such pledge and covenants, the terms and conditions upon which the Bonds are issued and a statement of the rights, duties, immunities and obligations of the Issuer. Such pledge and other obligations of the Issuer under the Master Resolution may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Master Resolution.

This Bond is transferrable, as provided in the Master Resolution, only upon the books of the Issuer kept for that purpose at the office of the Secretary of the Issuer, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer in a form approved by the Issuer, duly executed by the registered owner or his duly authorized attorney, and thereupon the Issuer shall issue in the name of the transferee a new registered Bond or Bonds of the same aggregate principal amount, series designation and maturity as the surrendered Bond, all as provided in the Master Resolution and upon the payment of the charges therein prescribed. The Issuer and any paying agent may treat and consider the person in whose name this Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof, and interest, if any, payable hereon and for all other purposes whatsoever.

Subject to the provisions of the Master Resolution, the Bonds are issuable in fully registered form, without coupons, in the denomination of $1000 and any integral multiple thereof.

The Bonds are subject to redemption at any time at the option of the Issuer in whole or in part (if in part, in integral multiples of $1000) in inverse order of maturity upon notice given as hereinafter set forth, at a redemption price equal to the principal amount of each Bond or portion thereof to be so redeemed, and without premium.

If less than all of the Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected as provided in the Master Resolution; provided, however, that subject to other applicable provisions of the Master Resolution, the portion of any Bond to be redeemed shall be in a principal amount equal to a denomination in which the Bond was authorized to be issued, and that in selecting Bonds for redemption, the Issuer shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $1000. If part but not all of a Bond in a denomination in excess of $1000 is to be redeemed, the registered owner thereof shall present and surrender such Bond to the Issuer, and the Issuer shall execute and authenticate and deliver to the registered owner thereof, without charge therefor, a Bond or Bonds of the same maturity for unredeemed balance of the principal amount of such Bond, all as more fully set forth in the Master Resolution.

Notice of redemption shall be given by the Issuer by registered mail, not less than 30 days nor more than 45 days prior to the redemption date, to the registered owner of this Bond, at his address as it appears on the bond registration books of the Issuer, or at such address as he may have filed with the Issuer for that purpose. Each notice of redemption shall state the redemption date and the principal amount and, if less than all of the Bonds are to be redeemed, the distinctive numbers of the Bonds to be redeemed.

If notice of redemption shall have been given as aforesaid, the Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated.

Except as otherwise provided herein and unless the context clearly indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Master Resolution.

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM- as tenants in common
TEN ENT- as tenants by the entireties
JT TEN- as joint tenants with right of survivorship and not as tenants in common
UNIF GIFT MIN ACT- ________ Custodian ___________
(Cust) (Minor)

Under Uniform Gifts to Minors Act _________
(State)

Additional abbreviations may also be used though not in the list above.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto ____

____
Insert Social Security or Other
Identifying Number of Assignee

____
(Please Print or Typewrite Name and Address of Assignee)

the within Bond of Hinckley Town, Millard County, Utah and does hereby irrevocably constitute and appoint _________________ attorney to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: __________________ Signature: ____________________

Signature Guaranteed:

____

NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange or a commercial bank or trust company.

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

Section 2.08. Provisions for the registration of the Series 2026 Bond shall be pursuant to Section 3.01 hereof.

ARTICLE III

SALE OF BONDS; CONSTRUCTION FUND; SYSTEM OF REGISTRATION

Section 3.01 Sale of Bonds; Construction Fund.

(a) The sale of the Bond to the Water Quality Board at a price equal to the Issue Amount is hereby approved, ratified and confirmed. The Bond shall be delivered to the Water Quality Board as soon as may be conveniently done hereafter. The purchase price for the Bond will be deposited with the Escrow Agent, to be held by the Escrow Agent in accordance with the provisions of this Master Resolution and the Escrow Agreement.

(b) Proceeds of the sale of the Bond shall be paid into and disbursed from a special fund held by the Escrow Agent in the Escrow Account heretofore established and confirmed and to be known as the Construction Fund. Money in the Construction Fund shall be held, used and paid out solely for the purpose set out in Section 2.01 hereof or to prepay the Bond as hereinafter provided, pursuant to the provisions of the Constitution and laws of the State of Utah and the provisions of the Escrow Agreement, which provisions shall include a requirement that each disbursement of monies from the Construction Fund shall be made only upon the written authorization of the State and the Issuer in the manner provided in the Escrow Agreement. Monies held in the Construction Fund shall be invested as provided in the Escrow Agreement.

(c) Upon completion of the Project, the Issuer shall immediately notify the Water Quality Board in writing of such completion and shall immediately transfer, or cause the Escrow Agent to immediately transfer, in the manner set forth in the Escrow Agreement, any funds remaining in the Construction Fund to the Bond Fund. Such funds shall be used to the fullest extent possible and as soon as possible hereunder, to prepay principal installments on the Bond in the manner set forth in this Master Resolution by applying such amounts against principal installments in inverse order of maturity.

(d) Any unexpended bond proceeds remaining in said Escrow Account after completion of the Project shall be paid immediately into "Hinckley Town, Millard County, Utah, 2026 Bond Wastewater Revenue Fund" hereafter described. The said unexpended proceeds shall be used only for the prepayment of amounts of principal due or to become due on the Bonds in inverse order of maturities or for redemption of any Serial Bonds at a price (exclusive of accrued interest) not exceeding the face amount thereof and as provided in the Escrow Agreement.

Section 3.02. Registration and Exchange of Bonds.

(a) This Article shall constitute a system of registration within the meaning and for the purpose of Chapter 7 of Title 15, Utah Code Annotated, 1953, as amended. The Issuer shall cause books for the registration and for the transfer of any Bond to be kept at the office of its Town Clerk.

(b) Upon surrender for transfer of a Bond at the office of the Issuer, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Issuer and duly executed by the registered owner or his attorney duly authorized in writing, the Town Clerk or other duly authorized official of the Issuer shall note the name of the transferee or transferees and the date of the transfer in the place provided on the back of a Bond and shall affix his or her official signature thereon. The Town Clerk shall thereupon deliver a Bond to the transferee and shall enter in the registration books of the Issuer the name and address of the transferee.

(c) The Issuer shall not be required to transfer a Bond during the period from the fifteenth day of the month next proceeding any Payment Date on a Bond to and including such Payment Date, nor to transfer a Bond during a period of 15 days next preceding mailing of a notice of prepayment of any installment, or portion thereof, on a Bond.

(d) The person in whose name a Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the Issuer shall not be affected by any notice to the contrary. Payment of the principal of, and interest, if any, on a Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon a Bond to the extent of the sum or sums so paid.

(e) No service charge shall be made by the Issuer for any transfer of any Bond but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of a Bond.

(f) Prior to making any transfer of any Bond as provided in this Section, the Town Clerk shall verify that the payment record and prepayment record attached to a Bond have been accurately completed as of the date of such transfer and, if necessary, conform such payment record and prepayment record to accurately reflect all payments of principal on a Bond, based on the records and information with respect to such Bond maintained by the Issuer and the registered owner surrendering such Bond.

Section 3.03. Mutilated, Lost, Destroyed or Stolen Bonds. If a Bond shall become mutilated, the Issuer, at the expense of the registered owner thereof, shall execute and deliver a new Bond of like tenor in exchange for the Bond so mutilated, but only upon surrender to the Treasurer of the Bond so mutilated, which Bond shall thereupon be cancelled by the Issuer. If a Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and if such evidence be satisfactory and given, the Issuer, at the expense of the registered owner thereof, shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if the entire principal amount of the Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same without surrender thereof). Any Bond issued under the provisions of this Section in lieu of a Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer and shall be equally and proportionately entitled to the benefits of this Master Resolution. The Issuer shall not be required to treat both the original Bond and the duplicate Bond as being Outstanding for the purpose of determining the principal amount of the Bond and Parity Bonds which may be issued under this Master Resolution or for the purpose of determining any percentage of the Bond or Parity Bonds Outstanding under this Master Resolution, but both the original and duplicate Bond shall be conformed by the Town Clerk to accurately reflect all payments of principal on the lost, destroyed or stolen Bond, based on the records and information with respect to such lost, destroyed or stolen Bond maintained by the Issuer and the registered owner of the Bond.

ARTICLE IV

FLOW OF FUNDS

Section 4.01. Pledge Effected by the Master Resolution.

(a) The Series 2026 Bond is a special obligation of the Issuer payable from and secured by the Revenues. There is hereby pledged for the payment of the principal of, prepayment premium, if any, and interest, if any, on the Bonds in accordance with their terms and the provisions of this Master Resolution, subject only to the provisions of this Master Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Resolution, (i) the proceeds of sale of the Bonds, (ii) the Revenues, and (iii) all funds established hereunder, including the investments, if any, thereof.

(b) In no event shall the Bond be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System.

Section 4.02. Establishment of Funds. The following funds are hereby established and confirmed:

(1) Construction Fund, to be held by the Escrow Agent;
(2) Revenue Fund, to be held by the Issuer;
(3) Bond Fund, to be held by the Issuer;
(4) Reserve Fund, to be held by the Issuer; and
(5) Emergency Repair and Replacement Fund, to be held by the Issuer.

Section 4.03. Revenue Fund.

(a) There shall be deposited into the Revenue Fund, as received, the Revenues of the System. The Revenue Fund shall be deposited with the Depository and the monies credited to said Revenue Fund shall be expended only in the manner herein specified.

(b) Expenses of Maintenance and Operation shall be paid by the Issuer from time to time as they become due and payable and shall be a first charge on the Revenue Fund.

Section 4.04. Flow of Funds.

(a) After payment of Expenses of Maintenance and Operation then due the Issuer shall transfer, or cause the Depository to transfer, to the extent of monies available in the Revenue Fund, to the following funds in the following order the amounts set forth below:

(1) In the Bond Fund, in each month so long as the Bond is outstanding, (i) one-twelfth of the sum of the amount of principal, and interest, if any, falling due on the Series 2026 Bond.

(2) In the Reserve Fund, on a monthly basis a sum equal to the Reserve Fund Installment so as to cause to be on deposit in the Reserve Fund an amount equal to the Reserve Fund Requirement not later than 72 months following the commencement of such monthly transfers.

If monies shall ever be paid out of the Reserve Fund, monies shall be deposited, in addition to other deposits required by this paragraph (2), into the Reserve Fund from available Revenues (after making all other payments of Expenses of Maintenance and Operation and deposits into the Bond Fund heretofore provided in this Section) to the extent necessary to cause the amount paid out to be replaced; and

(3) With respect to the Series 2026 Bond, the sum of $271shall be deposited monthly into the Emergency Repair and Replacement Fund created herein, beginning the month next following the month in which the Bond is issued hereunder until a total of $19,529 is accumulated but not later than 72 months following the commencement of such monthly transfers; provided, however, that if monies shall ever be paid out of a given Emergency Repair and Replacement Fund, monies shall be deposited, in addition to other deposits required by this paragraph (3), into the Emergency Repair and Replacement Fund from available Revenues (after making all other payments of Expenses of Maintenance and Operation and deposits into the Emergency Repair and Replacement Fund heretofore provided in this Section) to the extent necessary to cause the amount paid out to be replaced.

If available Revenues in the Revenue Fund (after payment of Expenses of Maintenance and Operation and deposits into the Bond Fund) are not sufficient to allow the deposit of the full amount of the applicable Reserve Fund Installments to the Reserve Funds created herein, then those available revenues shall be allocated among the Reserve Funds on a pro rata basis, based upon the relative Reserve Fund Installments for each such Reserve Fund. In addition, if amounts are subsequently withdrawn from the Reserve Funds as provided in Section 4.6, the Issuer shall thereafter make deposits from first available Revenues to the Reserve Funds created herein, in such amounts as is necessary to restore the amounts withdrawn; provided, however, that such deposits shall be made on a pro rata basis among said Reserve Funds until the amounts withdrawn have been fully restored.

(b) Amounts remaining in the Revenue Fund after payment of the amounts required by paragraphs (1) through (3) subsection (a) of this Section and not required to meet Expenses of Maintenance and Operation or used for remedying any deficiencies in the payments previously made to the funds herein established, may be used, at the option of the Issuer and to the extent permitted by law, (1) to purchase or prepay any Bond in accordance with the provisions hereof governing prepayment of the Bond authorized hereunder in advance of maturity or, in the case of Future Parity Bonds, in accordance with the provisions of the resolution authorizing such Future Parity Bonds governing prepayment of such Future Parity Bonds in advance of maturity, including payment of expenses in connection with such purchase or prepayment; (2) to pay the principal or prepayment price of and interest, if any, on any bonds, including general obligation or junior lien revenue bonds of the Issuer issued to acquire, construct, improve or extend the System; (3) to pay the costs of capital improvements to the System; and (4) for any other lawful purpose, including, without limitation, payment of other obligations of the Issuer.

Section 4.05. Bond Fund. Monies in the Bond Fund shall be used for the purpose of paying principal, prepayment premium, if any, and any applicable interest when due on the Bond. The Bond Fund shall be kept on deposit with the Depository.

Section 4.06. Reserve Fund. In the event that the money on deposit in the Bond Fund on the final day of any month is less than the amount required to be in such Bond Fund pursuant to Section 4.04(a)(1) hereof, then the Issuer shall cause any funds on deposit in the respective Reserve Fund to be immediately transferred by the Depository to such corresponding Bond Fund in the amount required to eliminate the deficiency in such Bond Fund(s). The Reserve Fund shall be kept on deposit with the Depository.

Section 4.07. Emergency Repair and Replacement Fund. (a) The amounts in the Emergency Repair and Replacement Fund shall, from time to time, be applied upon the written request of the Issuer, to the payment of (i) extraordinary operation and maintenance costs, (ii) contingencies, including the prevention or correction of any unusual loss or damage to the System to the extent not covered by the proceeds of insurance or other monies recoverable as a result thereof, or (iii) construction, including extensions, repairs or replacements to the System as shall be necessary, proper or convenient to insure the continued and efficient operation thereof and/or the capacity of the system to earn Revenues.

(b) If on the final day of any month the amount required to be in the Bond Fund shall be less than the amount required to be on deposit therein pursuant to Section 4.04(a)(1) hereof and there shall not be on deposit in the Reserve Funds sufficient monies to cure such deficiency, the Issuer shall transfer from the Emergency Repair and Replacement Fund the amount necessary (or all the monies in the Emergency Repair and Replacement Fund, if less than the amount necessary) to make up such deficiency.

(c) Upon payment in full of the Bond, or when funds are available to pay in full all Outstanding Bonds as provided in Section 4.09 hereof, any amount remaining in the Emergency Repair and Replacement Fund may be withdrawn by the Issuer and used for any lawful purpose of the Issuer.

Section 4.08. Investment of Funds. All money maintained on deposit with the Depository shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Bond. All money so maintained on deposit with the Depository shall be secured to the fullest extent required or permitted by the laws of the State of Utah pertaining to the securing of public deposits. All or part of the money in the Bond Fund and in the Reserve Fund shall be invested by the Depository, at the direction of the Issuer, in Permitted Investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purpose for which such funds were created. Interest received on all such investments permitted hereunder shall be deposited in the Revenue Fund, except that at any time less than the required amount is on deposit in either the Bond Fund or the Reserve Fund, then interest attributable to such fund, respectively, shall be deposited into such fund. Whenever any money so invested from the Bond Fund or the Reserve Fund is needed for the purpose for which such fund was created, such investments, to the amount necessary, shall be liquidated by the Depository at the direction of the Issuer, and the proceeds thereof applied to the required purpose.

Section 4.09. Use of Funds When Reserves Sufficient to Pay Outstanding Bonds. Whenever there is sufficient available money in the Bond Fund and in the Reserve Fund to pay in full all principal and interest under this Bond and all Bonds in accordance with their terms and the terms of this Master Resolution or, in the case of Future Parity Bonds, the resolution authorizing the issuance of such Future Parity Bonds, the money in such funds shall be used for such purpose and no other purpose but no additional payments need to be made into either fund unless necessary to replace monies lost or otherwise dissipated therefrom.

ARTICLE V

COVENANTS AND UNDERTAKINGS

Section 5.01. Punctual Payment. The Issuer will punctually pay or cause to be paid the principal, the prepayment premium, if any, and any applicable interest when due on the Series 2026 Bond, in strict conformity with the terms of the Series 2026 Bond and of this Master Resolution or, in the case of Future Parity Bonds, the resolution authorizing the issuance of such Future Parity Bonds, according to the true intent and meaning thereof. The Issuer agrees that there shall be no grace period as to the date of any payment required to be made pursuant to the terms of the Bond and of this Master Resolution or, in the case of Future Parity Bonds, the resolution authorizing the issuance of such Future Parity Bonds.

Section 5.02. Operation and Maintenance. The Issuer will cause the System to be operated continuously for the furnishing of System services to the inhabitants of the Issuer, to the extent practicable under conditions as they may from time to time exist, in an efficient and economical manner, and will at all times cause to be maintained, preserved and kept, the System, including all parts thereof and appurtenances thereto, in good repair, working order and condition, and in such manner that the operating efficiency thereof will be of high character. The Issuer will from time to time cause to be made all necessary and proper repairs and replacements so that the rights and security of the registered owners of the Bond may be fully protected and preserved, and will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Utah, including the making and collecting of sufficient rates, fees and charges as appropriate, for all services supplied by the System and the segregation and application of the Revenues of the System in the manner provided in this Master Resolution.

Section 5.03. Compliance with Contracts and Agreements; Maintenance of Revenues.

(a) The Issuer will comply with all terms, covenants and provisions, express or implied, of all contracts and agreements entered into by it for System use and services and all other contracts or agreements affecting or involving the System or the business of the Issuer with respect thereto, and will fix and collect rates, fees and charges, as appropriate for all services supplied by the System fully sufficient, after making due allowance for delinquencies in collection, to provide for the payment of the Expenses of Maintenance and Operation, to provide for the payment of all obligations payable from the Revenues of the System, including the Bond, as and when the same become due and payable, and to establish the Bond Fund, the Reserve Fund, and into the Emergency Repair and Replacement Fund and to make the deposits into the Bond Fund, the Reserve Fund and the Emergency Repair and Replacement Fund as hereinabove required.

(b) In order to assure full and continuous performance of the covenants contained by sub-section (a) of this Section with a margin for contingencies and temporary unanticipated reduction in Revenues, the Issuer hereby covenants and agrees that it will, at all times while the Bond shall be outstanding, continue in effect and establish, fix, prescribe and collect rates and charges for the sale or use of System services furnished by the Issuer which, together with any other income, are reasonably expected to yield Net Revenues equal to at least 1.25 times the aggregate annual debt service on all Bonds issued hereunder and Future Parity Bonds which will be outstanding in the forthcoming year.

(c) If at any time the Revenues arising from such rates, fees and charges, as appropriate, shall not be sufficient to make all such payments promptly as herein required, the Issuer shall revise the rates, fees and charges, as appropriate, to the users of System services so that such deficiency will be remedied before the end of the next ensuing Year. If the Issuer shall fail to revise such charges as herein required, the registered owners of not less than ten percent (10%) in aggregate principal amount of the Outstanding Bond, whether or not the Bond shall then be in default, shall have authority, to the extent permitted by law, to bring an appropriate action in any court of competent jurisdiction to compel the Governing Body to carry out the provisions of this Section.

Section 5.04. Delinquencies; Single Billing.

(a) If any delinquent charge for System services, with applicable penalty and interest, is not paid in full within 60 days from the date on which the charge has become delinquent, the Issuer will, when appropriate and necessary to effect collection, cause all System services to be discontinued to the delinquent customers or premises, or forbid further use of such services by such customers or premises, to the extent permitted by law, until such delinquency, with penalties and interest has been paid in full. The Issuer further agrees in addition to the foregoing that it will do all things and exercise all remedies legally available to assure the prompt payment of all charges made for System services.

(b) The Issuer further covenants and agrees, to the extent permitted by law, that the Issuer will bill each customer receiving System services in a single bill, will refuse to accept payment for any of such services unless payment for the other services is also made, and if payment for any of such services is permitted to become delinquent and remain so for a period of 60 days, will treat such delinquency as provided in subsection (a) of this Section.

(c) If any customer or user of System services shall become delinquent for more than six months in the payment of his charges for such services, the Issuer agrees that, in addition to all of the remedies for which provision is made in this Master Resolution, the Issuer will proceed immediately, and it is hereby authorized to proceed, with a suit at law or in equity against such customer or user to recover the amount of any such delinquent charges, together with penalties and interest to the extent permitted by law.

Section 5.05. Consideration Required for Services. The Issuer will not permit System services to be supplied to any person, firm or corporation, public or private, or to any public agency or instrumentality including the Issuer without due consideration to be received in exchange therefor.

Section 5.06. Observance of Laws and Regulations; Permits, Licenses and Claims.

(a) The Issuer will well and truly keep, observe and perform all valid and lawful obligations or orders or regulations now and hereafter imposed on it by contract, or prescribed by any law of the United States of America or of the State of Utah, or by any officer, board or commission having jurisdiction or control over the Issuer or the System or both, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Issuer, including its right to exist and carry on business, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired; provided, however, that the Issuer shall not be required to comply with any such orders so long as the validity or application thereof shall be contested in good faith.

(b) The Issuer shall at all times undertake reasonable efforts to perfect, and protect and maintain rights of any kind, all purchase contracts of any kind, and all permits, licenses and claims, necessary for the operation of the System.

Section 5.07 Payment of Taxes and Claims. The Issuer will, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon any of the properties of the System or upon the Revenues when the same shall become due, and will duly observe and conform to all valid requirements of any governmental authority relative to any such properties. The Issuer will keep the System and all parts thereof free from judgments, mechanics' and materialmen's liens (other than those arising by mere operation of law from the construction of the Project and other improvements to the System which are promptly discharged in due course) and free from all other liens, claims, demands and encumbrances of whatsoever prior nature or character, to the end that the priority of the lien of this Master Resolution on the Revenues may at all times be maintained and preserved, and free from any claim or liability which might embarrass or hamper the Issuer in conducting its business.

Section 5.08. Accounts and Reports. The Issuer will maintain and keep proper books of record and accounts separate and apart from all other records and accounts of the Issuer, in which there shall be made full and correct entries of all transactions relating to the System and the Revenues. Not later than 90 days after the close of each fiscal year, the Issuer will cause an audit of such books and accounts to be made by an independent public accountant, or state auditing official, if appropriate, showing the receipts of and disbursements made for the account of the System. Each such audit, in addition to whatever matter may be thought proper by the accountant to be included therein, shall include the following:

(1) A statement in detail of the income and expenditures of the System for such fiscal year;

(2) A balance sheet as of the end of such fiscal year;

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

(4) A list of the insurance policies and fidelity bonds in force at the end of such fiscal year, setting out as to each policy and bond that amount of the policy, the risks covered, the name of the insurer and the expiration date;

(5) The number and type or class, if applicable, of customers of the System, and the number of connections, if applicable, to the System;

(6) The amount of money in each of the funds created in Article IV hereof at the end

of such fiscal year and the amount of money paid into and expended from each of said funds during such fiscal year;

(7) To the extent applicable, a statement of all schedules of rates in effect at the close of the fiscal year and the aggregate dollar amount billed for the System services during such fiscal year and the Revenues received from charges for System services by types or classes of customers, if applicable;

(8) A list of the official titles of the Executive Officer, the Town Clerk and members of the Governing Body, and the name of each person occupying said positions; and

(9) A general statement concerning any events or circumstances which might affect the financial status of the System.

All expenses incurred in the making of the audits required herein shall be regarded and paid as Expense of Maintenance and Operation. The Issuer further agrees to furnish a copy of each such audit to the Water Quality Board so long as it is the registered owner of the Bond and to any subsequent registered owner of the Bond who shall request the same in writing. Any registered owner of the Bond shall have the right to discuss with the accountant making the audit the contents of the audit and to ask for such additional information as he may reasonably require in connection with such audit. The Issuer agrees that said books of record and account herein referenced, and any and all other books, records and accounts of the Issuer relating to the System, shall at all reasonable times be open to inspection by any registered owner of the Bond or their representatives duly authorized in writing, during normal business hours.

Section 5.09. Insurance and Fidelity Bonds.

(a) The Issuer agrees to procure and maintain, or cause to be procured and maintained, insurance on the System and public liability insurance in such amounts and against such risks as are usually insurable in connection with similar systems and as is usually carried by municipalities operating similar systems.

(b) The Issuer further agrees to procure and maintain, or cause to be procured and maintained, adequate fidelity insurance or bonds on the positions of Executive Officer, Town Clerk and on any other person or persons handling or responsible for funds of the Issuer related to the System.

(c) The provisions of this Section relating to the procurement and maintenance of insurance are subject to the condition that insurance of the type described herein is obtainable at reasonable rates and upon reasonable terms and conditions.

Section 5.10. Against Sale or Other Disposition of System Property Except Under Conditions. The Issuer will not sell, lease, encumber, alienate or in any manner dispose of the

System or any substantial part thereof until the Bond has been paid in full; provided, however, that nothing herein contained shall be construed to prevent disposal by the Issuer, upon prior written notice to the registered owners of the Bond, of property which it deems has become inexpedient to use in connection with the System, when other property of equal value is substituted therefor.

Section 5.11. Against Competition with System Services. The Issuer, so far as it legally may, covenants and agrees that it will not operate or grant a franchise for the operation of any system competing with the System within the boundaries of the Issuer as long as the Bond is Outstanding.

Section 5.12. Future Parity Bonds.

(a) The Issuer will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues, unless such other bonds or obligations are made subordinate to the Bonds herein authorized; provided that at any time Future Parity Bonds may be authorized by resolution of the Governing Body if all the following conditions are met:

(1) The Issuer is in full compliance with all of the covenants and undertakings in connection with all Bonds of the Issuer then Outstanding and payable from the Revenues of the System;

(2) The issuance of the Future Parity Bonds shall, but only to the extent required by law, have been duly authorized at an election held pursuant to applicable law;

(3) The Annual Net Revenues of the System for the 12 consecutive months ending with the calendar month next preceding the adoption by the Governing Body of the resolution authorizing the issuance and confirming the sale of the Future Parity Bonds, as shown by an audit rendered by an independent public accountant employed by the Issuer, when added to the estimated amount of the increase in such Annual Net Revenues for the first full twelve-month period in which the improvements, extensions, additions or betterments to the System to be acquired with the proceeds of the Future Parity Bonds will be in operation (such estimated amount to be evidenced (i) by a certificate of an independent consulting engineer approved by the Governing Body of recognized skill and experience in the field of engineering matters related to the construction and maintenance of systems similar to the System), are equal to at least 1.25 times the maximum annual debt service on (i) all Bonds (including any previously issued Future Parity Bonds) then outstanding plus (ii) the Future Parity Bonds then proposed to be issued;

(4) If the Future Parity Bonds are to be issued solely for the purpose of refunding a portion of the Bonds then outstanding then, for the purpose of making the calculation required under the foregoing paragraph, the maximum annual debt service on the Outstanding Bonds in any future Year shall take into consideration only Bonds that will remain outstanding after the issuance of such Future Parity Bonds, provided that if before the issuance and delivery of such Future Parity Bonds all of the Bonds theretofore issued will

have been retired, nothing herein contained shall limit or restrict the issuance of any such Future Parity Bonds;

(5) Future Parity Bonds may be issued only for the purpose of acquiring, constructing, improving or extending the System, or for the purpose of refunding any outstanding Bonds, or for any combination of such purposes;

(6) The resolution authorizing the issuance of such Future Parity Bonds shall provide that the last maturity date of the Future Parity Bonds shall not be earlier than the last maturity date of any Bonds theretofore issued and then outstanding and shall provide for fixed serial maturities or mandatory minimum bond fund payments, of any combination thereof, in such amounts as will be sufficient to provide for the payment or retirement of all such Future Parity Bonds on or before their respective maturity dates; and

(7) The payments required to be made into the various funds provided in Article IV hereof must be current at the time of the issuance of such Future Parity Bonds.

(b) A certificate evidencing compliance with the foregoing requirements of this Section signed by the Executive Officer and attested and countersigned by the Town Clerk shall be delivered to the initial bondholders and to any other registered owners of the Bonds requesting a copy thereof, prior to the issuance of any Future Parity Bonds.

Section 5.13. Rights and Remedies of Bondholders.

(a) The registered owner of any outstanding Bonds from time to time shall be permitted the exercise of all rights and powers to which such registered owner is entitled under the Constitution and laws of the State of Utah.

(b) In addition to all other rights afforded by the Constitution and laws of the State of Utah, to the extent permitted by law, the Issuer agrees that the registered owner of any outstanding Bonds shall have the right (i) to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the officials of the Issuer to charge and collect rates for services supplied by the System sufficient to meet all requirements of this Master Resolution, and (ii) if the Bonds shall be permitted to default as to payment of principal, prepayment premium, if any, and interest thereon to apply to a court of competent jurisdiction to appoint a receiver for the System.

(c) Further, in the event of default the bondholder has the remedy to impose interest on the total outstanding principal balance of the Bonds at the rate of 18% per annum until the default is cured.

Section 5.14. Master Resolution to Constitute Contract Between the Issuer and the Holders of the Bonds. The provisions of this Master Resolution shall constitute a contract between the Issuer and the registered owners from time to time of the Bond. After the issuance of the Bond, no change, variation or alteration in the provisions of this Master Resolution may be made, except as provided in Article VI hereof. The provisions of such contract shall be enforceable by appropriate proceedings to be taken by any of such registered owners either at law or in equity, to the extent permitted by law.

Section 5.15. Compliance with Resolution. The Issuer will not issue, or permit to be issued, any bonds or other obligations in any manner other than in accordance with the provisions of this Master Resolution and will not suffer or permit any default to occur under this Master Resolution, but will faithfully observe and perform all of the covenants, conditions and requirements hereof. The Issuer will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Master Resolution and for the better assuring and confirming to the registered owners of the Bond of the rights, benefits and security provided in this Master Resolution. The Issuer for itself, its successors and assigns represents, covenants and agrees with the registered owners of the Bonds, as a material inducement to the purchase of the Bonds, that so long as the Bonds shall remain outstanding and the principal thereof, prepayment premium, if any, or interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in this Master Resolution and the Bonds.

Section 5.16. Power to Issue Bond and Pledge Revenues and Funds; Power to Own the System and Collect Rates and Fees; Ownership of Project. The Issuer is duly authorized under all applicable laws to create and issue the Bonds and to adopt this Master Resolution and to pledge the Revenues purported to be pledged by Resolution in the manner and to the extent provided herein. The Bonds and the provisions of this Master Resolution are and will be the valid and legally enforceable obligations of the Issuer in accordance with the terms of the Bonds and the terms of this Master Resolution. The Issuer shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues under this Master Resolution and all the rights of the registered owners of the Bonds under this Master Resolution against all claims and demands of all persons whomsoever. The Issuer has, and will have so long as the Bonds are outstanding, good, right and lawful power to acquire, construct, improve, extend and own the Project and the System and to fix and collect rates, fees and charges, as appropriate, in connection with the System. The Issuer will, so long as the Bonds are Outstanding, own and operate the Project.

Section 5.17. The Issuer agrees, in accepting the proceeds of the Series 2026 Bond, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Water Quality Board. These requirements include, but are not limited to, Title VI of the Clean Water Act of 1987, the Single Audit Act of 1996, the Utah Wastewater Loan Program policies and guidelines, the Utah Local Government Bonding Act, the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide.

ARTICLE VI

MODIFICATION OR AMENDMENT OF MASTER RESOLUTION

Section 6.01. Amendments Permitted. The registered owners of seventy-five percent (75%) in principal amount of the outstanding Bonds (not including any Bonds which may then be held or owned by or for the account of the Issuer), shall have the right from time to time to approve the adoption by the Governing Body of any amendment to this Master Resolution which may be deemed necessary or desirable by the Governing Body; provided, however, that nothing herein contained shall permit or be construed to permit the modification of the terms and conditions in this Master Resolution or in the Bond so as to:

(1) Make any change in the maturity of the Bonds;

(2) Reduce the rate of interest borne by the Bonds;

(3) Reduce the amount of the principal payable on the Bonds;

(4) Modify the terms of payment of principal of, prepayment premium, if any, or interest on the Bond or impose any conditions with respect to such payment;

(5) Affect the rights of the registered owners of less than all of the Bonds then Outstanding; and

(6) Make any change in the provisions of this Article.

Section 6.02. Notice of Proposed Amendment; Consent of Bondholders.

(a) If at any time the Governing Body shall have proposed an amendatory resolution, it shall cause the notice of the proposed adoption of such resolution to be sent by registered mail to the registered owners of the Bonds then Outstanding. No notice by publication shall be required.

(b) Whenever at any time within one year from the date of the mailing of said notice, there is filed in the office of the Town Clerk an instrument or instruments executed by the registered owners of at least seventy-five percent (75%) in principal amount of the Bonds then Outstanding, specifically consenting to and approving the adoption of the amendatory resolution; thereupon, but not otherwise, said resolution shall become effective and the provisions thereof binding upon the registered owners of all of the Bonds then outstanding and no registered owners of any Bond then outstanding, whether or not he shall have consented to or shall have revoked any consent as in this Article provided, subject to the limitations of the subsequent paragraph, shall have any right to object to the adoption of such amendatory resolution or to the operation of any of the terms and provisions thereof.

(c) Any consent given by the registered owners of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of six months from the date of the mailing of the notice aforesaid and shall be conclusive and binding upon all future registered owners of the same Bond during such period. Such consent may be revoked at any time after six months from the date of mailing of such notice by the registered owners who gave such consent, or by a successor in title, by filing notice with the Governing Body in form satisfactory to the Governing Body of such revocation of consent, but such revocation shall not be effective if the registered owners of seventy-five percent (75%) in principal amount of the Bonds then Outstanding have prior to the attempted revocation consented to and approved the amendatory resolution.

(d) Proof of the execution of any such instrument of consent or the ownership by any person of such Bond shall be conclusive, if made in the manner provided in this Article. The fact and date of the execution by any person of any such instrument of consent may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the person signing such instrument of consent acknowledged to him/her the execution thereof.

(e) The amount and number of Bonds owned by any person executing any such instrument of consent and the date of his holding the same may be proved by a certificate executed by any bank, trust company or member of the New York Stock Exchange, showing that on the date therein mentioned such person had on deposit with or exhibited under the claim of ownership to such bank, trust company or member of the New York Stock Exchange the Bonds therein described. The Governing Body may nevertheless in its discretion require further proof in cases where it deems further proof desirable.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Discharge of Indebtedness. Any Bond or Parity Bond shall not be deemed Outstanding when:

(1) It is cancelled because of payment or prepayment prior to maturity; or

(2) Cash funds for the payment or prepayment of such Bond or Parity Bond shall have been theretofore deposited with the Depository for such Bond or Parity Bond, respectively (whether upon or prior to maturity of or the prepayment date established for such Bond or Parity Bond); provided that if the Bond or Parity Bond is to be prepaid prior to maturity, notice of such prepayment shall have been given or waiver of such notice shall have been filed with the Issuer by the registered owner of the Bond or Parity Bond, respectively, to be prepaid and there shall have been deposited irrevocably and arrangements shall have been made with the Depository to assure payment of all fees and expenses of the Depository to become due on and prior to the maturity or prepayment date, with no monies to be invested in any investments but direct obligations of or obligations guaranteed by the United States of America, maturing and bearing interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due.

Section 7.02. Publication of Notice of Bonds to Be Issued. In accordance with the provisions of Section 11-14-21, Utah Code Annotated, 1953, as amended, the Secretary has heretofore caused "Notice of Bonds to be Issued" to be published one (1) time in the Millard County Chronicle Progress , a newspaper having general circulation in Hinckley, Utah, which is hereby confirmed and ratified.

Section 7.03. Execution of Escrow Agreement. The Escrow Agreement, in substantially the form presented at the meeting at which this Master Resolution is adopted, is hereby approved and the Executive Officer and the Town Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement to the parties thereto, with such changes, if any, as the Executive Officer may direct prior to such execution and delivery. Said execution of the Escrow Agreement shall constitute conclusive evidence of the approval thereof by the Executive Officer.

Section 7.04. Depository. The Depository hereunder shall be a Qualified Depository. If at any time the Depository hereunder shall cease to be a Qualified Depository, the Issuer shall, as soon as reasonably practicable, select a successor thereto who shall be a Qualified Depository.

Section 7.05. Master Resolution Not to be Construed to Make the Bond an Indebtedness of the Issuer. Nothing in this Master Resolution shall be construed in such a manner as to result in making the Bonds an indebtedness of the Issuer, and if it shall ever be held by any court of competent jurisdiction that any or all of the provisions of this Master Resolution are invalid or that the enforcement of the provisions of this Master Resolution would make the Bond invalid or unenforceable, said provisions of this Master Resolution shall be considered to be null and void.

Section 7.06. Partial Invalidity. If any one or more articles, sections, paragraphs, clauses or provisions of this Master Resolution or the application thereof to any person or circumstances are held to be invalid by final decision in any court of competent jurisdiction, such invalidity shall not affect the other articles, sections, paragraphs, clauses and provisions of this Master Resolution which can be given effect without the article, section, paragraph, clause or provision so held to be invalid or the application of which is held to be invalid and shall not affect the application of such article, section, paragraph, clause or provision to other persons or circumstances and to this end the provisions of this Master Resolution are declared to be severable.

Section 7.07. Article and Section Headings. All references herein to "Articles", "Sections" and subdivisions are to the corresponding articles, sections or words of similar import refer to this Master Resolution as a whole and not to any particular Article, Section or subdivision hereof. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience or reference and shall not affect the meaning, construction or effect of this Master Resolution.

Section 7.08. Conflicting Resolutions. All resolutions and parts thereof in conflict herewith and hereby repealed to the extent of such conflict.

Section 7.09. Effective Date. Immediately after its adoption, this Master Resolution shall be signed by the Mayor and the Town Clerk shall have the official seal of the Issuer impressed or imprinted hereon, shall be recorded in a book kept for that purpose and shall take immediate effect.

PASSED AND APPROVED this _____ day of _______________, 2026.

HINCKLEY TOWN

By______________________________
Mayor

ATTEST AND COUNTERSIGN:

By______________________________
Town Clerk

[SEAL]