**EXHIBIT A**

**FORM OF INDENTURE**

# MASTER TRUST INDENTURE

BETWEEN

CITY OF NORTH SALT LAKE, UTAH

AND

U.S. BANK NATIONAL ASSOCIATION

AS TRUSTEE

DATED AS OF MAY 1, 2010

PROVIDING FOR THE ISSUANCE OF

SALES TAX REVENUE BONDS

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## MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE, dated as of May 1, 2010, by and between the City of North Salt Lake, Utah, a municipal corporation and political subdivision of the State of Utah (the "*City*"), and U.S. Bank National Association, a national banking association duly organized and qualified under the laws of the United States to accept and administer the trust hereby created, and having a place of business in Salt Lake City, Utah (the "*Trustee*"):

### WITNESSETH:

WHEREAS, the City desires to undertake the acquisition, improvement or extension of one or more improvements, facilities or property (or interests therein) which the City is authorized by law to acquire and to finance the cost of such acquisition, improvement or extension by the issuance of sales tax revenue bonds as authorized by law, all payable on a parity as to Revenues of the City as provided herein;

NOW, THEREFORE, the City and the Trustee agree as follows for the benefit of the other and for the benefit of the owners of the Bonds issued pursuant to this Indenture:

### NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

### GRANTING CLAUSE

In order to secure the payment of Principal, Redemption Price and interest on the Bonds and of Repayment Obligations in accordance with their terms and the provisions of the Indenture, and to secure the observance and performance of all the covenants contained herein, in the Bonds and in the Repayment Obligations, the City hereby assigns and pledges to the Trustee and grants to the Trustee a security interest in all right, title and interest of the City in and to (1) the proceeds of sale of the Bonds, (2) the Revenues, and (3) all Funds established or confirmed by the Indenture (except for any Rebate Fund), including the investments, if any, thereof, subject to any required rebate of all or a portion of the earnings on such investments to the United States of America pursuant to the requirements of Section 148(f) of the Code, and all other rights hereinafter granted for the further securing of said Bonds and Repayment Obligations (collectively, the "*Trust Estate*"), subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein; such Trust Estate to be held:

> FIRST, for the equal and proportionate benefit, security and protection of all Bondholders and all Security Instrument Issuers, without preference, priority or distinction as to security or otherwise of any of the Bonds or Security Instrument Repayment Obligations over any of the others, except as otherwise expressly provided in or permitted by the Indenture, by reason of time of issuance, sale, delivery, maturity or expiration thereof or otherwise for any cause whatsoever; and

SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Issuers, without preference, priority or distinction as to security or otherwise of any Reserve Instrument Repayment Obligations over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

PROVIDED, HOWEVER, that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal and premium, if any, on the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, all Security Instrument Repayment Obligations, according to the true intent and meaning thereof and all Reserve Instrument Repayment Obligations, according to the true intent and meaning thereof, or shall provide, as permitted by this Indenture, for the payment thereof as provided in Article XI hereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments or provisions for such payments by the City, this Indenture, and the rights hereby granted, shall terminate; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof, and the trusts and conditions upon which the Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

## ARTICLE I

## DEFINITIONS, STATUTORY AUTHORITY AND EQUALITY OF BONDS

***Section 1.01. Definitions.*** Unless the context otherwise requires, the terms in this Section defined shall, for all purposes of the Indenture and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

*"Accountant's Certificate"* means a certificate signed by an Independent Public Accountant.

*"Accreted Amount"* means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds as the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds.

*"Accrued Debt Service"* means, as of any date of calculation, the amount of Debt Service that has accrued with respect to any Series of Bonds and any related Security Instrument Repayment Obligations, calculating the Debt Service that has accrued with respect to each Series of Bonds and any related Security Instrument Repayment Obligations as an amount equal to the sum of (a) the interest on the Bonds of such Series and on any related Security Instrument Repayment Obligations that has accrued and is unpaid and that will have accrued by the end of the then-current calendar month, and (b) that portion of all Principal Installments payable within the 12-month period following the date of calculation for the Bonds of such Series and on any

related Security Instrument Repayment Obligations that would have accrued, if deemed to accrue in the same manner as interest accrues, by the end of the then current calendar month.

"*Act*" means the Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, and, to the extent applicable, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Chapter 27 of Title 11, Utah Code Annotated 1953, as amended, and all laws amendatory thereof or supplemental thereto.

"*Agent*" or "*Agents*" means the Trustee, the Paying Agents, any Transfer Agent, any Depositary, or any or all of them, as may be appropriate.

"*Aggregate Debt Service*" means, as of any date of calculation and with respect to any period, the sum of the amounts of Debt Service for (a) all Series of Bonds then Outstanding and (b) any Repayment Obligations then outstanding.

"*Amortized Value*" means par, if an obligation was purchased at par or, when used with respect to an obligation purchased at a premium above par or at a discount below par, means the value as of any given date obtained by dividing the total amount of the premium or discount at which such obligation was purchased by the number of days remaining to the maturity of such obligation on the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since the date of such purchase and: (a) in the case of an obligation purchased at a premium, by subtracting the product thus obtained from the purchase price to obtain Amortized Value, or (b) in the case of an obligation purchased at a discount, by adding the product thus obtained to the purchase price to obtain Amortized Value.

"*Authorized Amount*" means, with respect to a Commercial Paper Program, the maximum principal amount of commercial paper which is then authorized by the City to be outstanding at any one time pursuant to such Commercial Paper Program.

"*Authorized Officer*" means the Mayor, the City Manager, the City Treasurer, the City Recorder, the Finance Director and any other person duly authorized to perform the act or sign the document in question.

"*Average Aggregate Debt Service*" means, as of any date of calculation, the sum of the amounts of Aggregate Debt Service for each Fiscal Year during which any Series of Bonds is Outstanding divided by the number of such Fiscal Years.

"*Balloon Bonds*" means Bonds, other than Bonds which mature within one year of the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due or, (b) at the option of the Holder thereof may be redeemed, during any period of a Year.

"*Bond Service Account*" means the Bond Service Account in the Principal and Interest Fund established in Section 5.03.

*"Bondholder," "Holder," "Owner" or "Registered Owner,"* or any similar term, means the owner of any Bond or Bonds. In the case of a fully-registered Bond, Bondholder means the registered owner of such Bond.

*"Bonds"* means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to the Indenture. The term Bonds includes Construction Bonds and Refunding Bonds.

*"Business Day"* means a day of the year which is not a Saturday, Sunday or legal holiday in New York, New York, or a day on which the Trustee, any Depositary and any Security Instrument Issuer are authorized or obligated to close.

*"Calendar Year"* means the period commencing on January 1 of each year and terminating on the next succeeding December 31.

*"Capital Appreciation Bonds"* means Bonds the interest on which (a) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds and designating them as Capital Appreciation Bonds, and (b) is payable upon maturity or redemption of such Bonds.

*"City"* means the City of North Salt Lake, Utah, a municipal corporation and political subdivision of the State, and its successors and assigns.

*"City Recorder"* means the City Recorder of the City, or in the event of his or her disability or absence, a Deputy City Recorder or other person duly authorized to perform the duties of the City Recorder.

*"City Treasurer"* means the City Treasurer of the City, or in the event of his or her disability or absence, the Deputy City Treasurer or other person duly authorized to perform the duties of the City Treasurer.

*"Code"* means the Internal Revenue Code of 1986, as amended and supplemented from time to time. Each reference to a section of the Code shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to tax-exempt bonds.

*"Commercial Paper Program"* means commercial paper obligations with maturities of not more than one Year from the dates of issuance thereof which are issued and reissued by the City from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

*"Construction Bonds"* means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 2.03, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

"*Construction Fund*" means the fund by that name established in Section 5.03.

"*Cost of Construction*" means the costs of the City properly attributable to the financing, acquisition, construction, reconstruction, modification or improvement of facilities, property or improvements (or interests therein) which the City is authorized by law to acquire, as identified for a particular Project, and all expenses preliminary and incidental thereto incurred by the City in connection therewith and in the issuance of the Bonds, including all engineering, fiscal and legal expenses and costs of issuance, printing and advertising for which funds may be disbursed from the Construction Fund and the establishment of necessary reserves and payment of interest during construction, including but not limited to:

(1) Payment of the costs of acquiring, constructing, reconstructing, modifying, or improving a Project.

(2) Payment of the initial or acceptance fee of the Trustee.

(3) Payment to the City of such amounts, if any, as shall be necessary to reimburse the City in full for advances and payments theretofore made or costs theretofore incurred by the City for any item of Cost of Construction.

(4) Costs for the obtaining of any insurance policies or surety bonds with respect to a Project by the City during the acquisition, construction, reconstruction, modification or improvement of such Project.

(5) Payment of audit fees and expenses for maintenance of construction records required to be kept with respect to a Project.

(6) Payment of the costs of any necessary litigation and the obtaining of all necessary permits, licenses and rulings.

(7) Payment of the costs of issuance of the Bonds including legal, accounting, fiscal agent and underwriting fees and expenses, payments and fees due under any agreement pursuant to which any Series of Bonds is sold, premiums, fees or other charges for or under any Security Instrument or Reserve Instrument, bond discount, printing and engraving costs, and fees of rating agencies, incurred in connection with the authorization, sale and issuance of the Bonds and preparation of the Indenture and Supplemental Indenture pursuant to which the Bonds will be issued.

(8) Payment of interest on the Bonds estimated to fall due during the period of construction of a Project and for up to twelve (12) months thereafter (or such different period as may then be permitted by law).

(9) The amount, if any, to be deposited into any Series Subaccount in the Debt Service Reserve Account pursuant to paragraph (10) of Section 2.02(a).

(10) Working capital determined by the City to be necessary or desirable in connection with a Project and payment of any other costs and expenses relating to a Project, including fees and expenses of the Trustee during the acquisition, construction, reconstruction, modification or improvement of a Project.

"*Council*" means the City Council of the City, or any other governing body of the City hereafter provided for pursuant to law.

"*Cross-over Date*" means with respect to Cross-over Refunding Bonds the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

"*Cross-over Refunded Bonds*" means Bonds refunded by Cross-over Refunding Bonds.

"*Cross-over Refunding Bonds*" means Refunding Bonds if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

"*Current Interest Bonds*" means Bonds not constituting Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the interest payment dates provided therefor in a Supplemental Indenture.

"*Debt Service*" means, for any particular Fiscal Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of:

(a) all interest (net of any amounts deposited with the Trustee from the proceeds of the sales of a Series of Bonds) payable during such Fiscal Year on such Bonds then Outstanding and such Repayment Obligations then outstanding, plus

(b) the Principal Installments payable during such Fiscal Year on (i) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (ii) such Repayment Obligations then outstanding;

*provided, however* that for purposes of Sections 2.02, 2.03 and 2.04,

(1) when calculating the Principal Installments payable during such Fiscal Year, there shall be treated as payable in such Fiscal Year the amount of Principal Installments which would have been payable during such Fiscal Year had the Principal of each Series of Balloon Bonds Outstanding been amortized, from their date of issuance over a period of 30 years, on a level debt service basis at an interest rate equal to the rate borne by such Balloon Bonds on the date of

calculation, *provided* (A) that if the date of calculation is within twelve months before the actual maturity of such Balloon Bonds, the full amount of Principal payable at maturity shall be included in such calculation, and (B) that if there is any Security Instrument Repayment Obligation relating to such Balloon Bonds, the amount of Principal to be taken into account shall be the principal component of such Security Instrument Repayment Obligation;

(2) when calculating interest payable during such Fiscal Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate that cannot be ascertained for any particular Fiscal Year, (A) it shall be assumed that such Series of Variable Rate Bonds or Repayment Obligations will bear interest at the average of the variable rates applicable to such Series of Variable Rate Bonds or Repayment Obligations during any consecutive 12-month period during the immediately preceding 24 months (or a shorter period, commencing on the date of issuance of the Series of Variable Rate Bonds or the date of incurring such Repayment Obligations and ending within 30 days prior to the date of computation), or, (B) with respect to any Series of Variable Rate Bonds or Repayment Obligations for which such an average of variable rates cannot be determined, (i) at a rate equal to 110% of the most recent Bond Market Association Municipal Swap Index theretofore published in *The Bond Buyer*, or (ii) if *The Bond Buyer* is no longer published or no longer publishes the Bond Market Association Municipal Swap Index, at a rate certified by the City's financial advisor, underwriter or other agent, including a Remarketing Agent, to be the rate of interest such Series of Variable Rate Bonds or Repayment Obligations would bear if issued on the date of computation in the same amount, with the same maturity or maturities, with the same security, and bearing interest at a variable rate;

(3) when calculating interest payable during such Fiscal Year for any Variable Rate Bonds that are issued with an Interest Rate Swap in which the City has agreed to pay a fixed rate, such Series of Variable Rate Bonds shall be deemed to bear interest at such fixed rate as a result of such Interest Rate Swap; *provided* that such fixed rate may be utilized so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Fiscal Year for any Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the City has agreed to pay a variable rate, such Series of Bonds shall be deemed to be Variable Rate Bonds bearing interest at such variable rate as a result of such Interest Rate Swap; *provided* that such amounts may be utilized only so long as such Interest Rate Swap is contracted to remain in full force and effect;

(5) when calculating interest payable during such Fiscal Year with respect to any Commercial Paper Program, "*Debt Service*" shall mean an amount equal to the sum of all principal and interest payments that would be payable

during such Fiscal Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or the period during which obligations can be issued under such Commercial Paper Program, and bearing interest (A) at an interest rate equal to the average of the interest rates applicable to such Commercial Paper Program during any consecutive 12-month period during the immediately preceding 24 months (or a shorter period, commencing on the date obligations are first issued under the Commercial Paper Program) ending within 30 days prior to the date of computation, or (B) with respect to any Commercial Paper Program for which such an average of the interest rates cannot be determined, (i) at a rate equal to 110% of the most recent Bond Market Association Municipal Swap Index theretofore published in *The Bond Buyer*, or (ii) if *The Bond Buyer* is no longer published or no longer publishes the Bond Market Association Municipal Swap Index, at an interest rate certified by the City's financial advisor, underwriter or other agent, including a Remarketing Agent, to be the rate of interest that obligations of the Commercial Paper Program would bear if issued on the date of computation in the Authorized Amount, with the same security, bearing interest at a variable rate and maturing over a period of 30 years beginning on the date of calculation; and

(6) when calculating interest payable on Bonds that are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the City with respect to such Paired Obligations;

and *further provided, however*, that there shall be excluded from *"Debt Service"* (1) interest on Bonds (whether Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest is available to pay such interest, (2) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-27-3, Utah Code Annotated 1953, as amended, and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal, (3) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the City's obligation to pay such Repayment Obligations, and (4) any termination payments with respect to an Interest Rate Swap.

*"Debt Service Reserve Account"* means the Debt Service Reserve Account in the Principal and Interest Fund established in Section 5.03.

*"Debt Service Reserve Requirement"* means, with respect to any Series Subaccount that has been established in the Debt Service Reserve Account, the amount specified in a Supplemental Indenture as being required to be on deposit in such Series Subaccount.

*"Depositary"* means any bank or trust company selected by the City as a depositary of moneys and securities held under the provisions of the Indenture and may include the Trustee.

"*Escrowed Interest*" means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code Annotated 1953, as amended, in connection with the issuance of Bonds or Cross-over Refunding Bonds secured by such Cross-over Refunding Bonds or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

"*Estimated Completion Date*" means the estimated date upon which a Project will have been substantially completed in accordance with the plans and specifications applicable thereto as that date shall be set forth in a Written Certificate of the City.

"*Event of Default*" has the meaning specified in Section 9.01.

"*Fiscal Year*" means the annual accounting period of the City as from time to time in effect, initially a period commencing on July 1 of each Calendar Year and ending on the next succeeding June 30.

"*Fitch*" means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, "*Fitch*" shall be deemed to refer to another nationally recognized securities rating agency, if any, designated by the City.

"*Fund*" means one of the funds confirmed or established pursuant to Section 5.03, including the Construction Fund, the Principal and Interest Fund and the Revenue Fund.

"*Government Obligations*" means:

(i) Direct obligations of or obligations guaranteed by the United States of America;

(ii) Any other evidences of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) of the character described in clause (i) above; and

(iii) Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (a) which are not callable at the option of the obligor or otherwise prior to maturity or as to which irrevocable notice has been given by the obligor to call such bonds or obligations on the date specified in the notice, (b) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) or clause (ii) above, which fund may be applied only to the payment of interest when due, principal of and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) or clause (ii) above, which have been deposited in such fund along with any cash on deposit in such fund is sufficient to pay interest when due, principal of and redemption premium, if any, on the bonds or other obligations described in this clause (iii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (iii), as appropriate.

"*Indenture*" means this Master Trust Indenture, as from time to time amended or supplemented by Supplemental Indentures.

"*Independent Public Accountant*" means any certified public accountant or firm of such accountants appointed and paid by the City, and who, or each of whom: (1) is in fact independent and not under domination of the City; (2) does not have any substantial interest, direct or indirect, with the City; and (3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City. The Trustee shall be entitled to rely on the written statement of a certified public accountant or firm of such accountants as to his or its compliance with the terms of this definition.

"*Interest Rate Swap*" means an "interest rate contract" within the meaning of the State Money Management Act or other similar agreement related to Bonds of one or more Series, *provided* that such agreement satisfies the requirements of the State Money Management Act or other applicable provision of State law.

"*Investment Securities*" means any of the following securities, if and to the extent that the same are at the time legal for investment of City funds:

(i) any investment authorized from time to time by the provisions of the State Money Management Act, including without limitation the Treasurer's Investment Fund;

(ii) The following investments fully insured by the Federal Deposit Insurance Corporation: (a) certificates of deposit, (b) savings accounts, (c) deposit accounts, or (d) depository receipts of a bank, savings and loan associations and mutual savings banks;

(iii) Certificates of deposit properly secured at all times by collateral security consisting of Government Obligations;

(iv) Government Obligations;

(v) Bonds, debentures or notes or other evidence of indebtedness issued by any one or a combination of any of the following federal agencies: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration; or the Public Housing Authority;

(vi) Repurchase agreements collateralized by Government Obligations or obligations described in clause (v) of this definition with any registered broker/dealer subject to Securities Investors' Protection Corporation jurisdiction, which has an uninsured, unsecured and unguaranteed obligation rated *"Prime-1"* or *"A3"* or better by Moody's and *"A-1"* or *"A"* or better by S&P Corporation, or any commercial bank with the above ratings, *provided*:

(a) a master repurchase agreement or specific written repurchase agreement governs the transaction,

(b) the securities are held free and clear of any lien by the Trustee or an independent third party acting solely as agent for the Trustee, and such third party is (1) a Federal Reserve Bank, (2) a bank which is a member of the Federal Deposit Insurance Corporation and which has combined capital, surplus and undivided profits of not less than $25,000,000, or (3) a bank approved in writing for such purpose by each Security Instrument Issuer which at the time has a Security Instrument outstanding on which there is no payment default, and the Trustee shall have received written confirmation from such third party that it holds such securities, free and clear of any lien, as agent for the Trustee,

(c) a perfected first security interest under the Uniform Commercial Code, or book entry procedures prescribed at 31 CFR 306.1 et seq. or 31 CFR 350.0 et seq. (or similar successor provision of law) in such securities is created for the benefit of the Trustee,

(d) the repurchase agreement has a term of 30 days or less, or the Trustee will value the collateral securities no less frequently than monthly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two business day of such valuation,

(e) the repurchase agreement matures at least ten days (or other appropriate liquidation period) prior to the date when liquidation is required, and

(f) the fair market value of the securities in relation to the amount of the repurchase obligation is equal to at least 100%;

(vii) Money market funds rated AAA by Fitch or Aaa by Moody's or AAA by S&P, including such funds from which the Trustee or its affiliates derive a fee for investment advisory or other services to the fund;

(viii) Direct and general obligations of any state within the territorial United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, *provided* that at the time of their purchase under the Indenture, such obligations are rated in either of the two highest rating categories by a Rating Agency;

(ix) Commercial paper rated "first tier" by two Ratings Agencies, one of which must be Moody's or S&P, and having a remaining term to maturity of 270 days or less;

(x) Refunded municipal obligations rated at the time of purchase in the highest rating category by a Rating Agency; and

(xi) Investment agreements permitted by the State Money Management Act.

"*Issue Date*" means (i) the first day of any calendar month, or (ii) any other date, established in a Supplemental Indenture with respect to a Series of Bonds.

"*Mayor*" means the Mayor of the City, or in the event of his or her disability or absence, the Mayor Pro Tem or other person duly authorized to perform the duties of the Mayor.

"*Maximum Annual Debt Service*" means the greatest amount of Aggregate Debt Service coming due in any Fiscal Year, less any adjustments thereto as provided in Section 2.03(d).

"*Moody's*" means Moody's Investors Service Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, "*Moody's*" shall be deemed to refer to another nationally recognized securities rating agency, if any, designated by the City.

"*Opinion of Bond Counsel*" means an Opinion of Counsel from counsel of nationally recognized standing in the field of law relating to municipal bonds.

"*Opinion of Counsel*" means a written opinion of counsel selected by the City and satisfactory to the Trustee. Any Opinion of Counsel may be based, insofar as it relates to factual matters, on information with respect to which is in the possession of the City, upon a Written Certificate of the City, unless such counsel knows, or in the exercise of reasonable care should have known, that such Written Certificate is erroneous.

"*Outstanding*" means with respect to the Bonds, as of any date of calculation (subject to the provisions of Section 8.04), all Bonds which have been duly authenticated and delivered by the Trustee except: (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation; (b) Bonds for the payment or redemption of which cash funds or Investment Securities shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds), *provided* that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the provisions of the Indenture or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated or delivered pursuant to the terms of Section 3.07 as permitted by the Indenture; and (d) the Principal amount of any Bond issued pursuant to a Supplemental Indenture authorizing partial payment without cancellation if payment is noted on a payment record attached to such Bond *provided* that such payment has been made and duly noted on the payment record attached to such Bond.

"*Paired Obligations*" means any Series (or portion thereof) of Bonds designated as Paired Obligations in the Supplemental Indenture authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred and (i) the principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates which, taken together, result in an irrevocably fixed interest rate obligation of the City for the terms of such Bonds.

*"Paying Agent"* means any bank or trust company designated as paying agent for the Bonds of any Series, and its successor or successors hereinafter appointed in the manner provided in Section 7.02 of the Indenture.

*"Pledged Bonds"* means any Bonds that have been pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations.

*"Principal"* means (a) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case *"Principal"* means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (b) with respect to any Current Interest Bond, the principal amount of such Bond payable at maturity.

*"Principal and Interest Fund"* means the fund by that name established in Section 5.03.

*"Principal Installment"* means, as of any date of calculation, (a) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (1) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (2) the unsatisfied balance (determined as provided in the definition of *"Sinking Fund Installment"* in this Section) of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a Principal amount equal to such unsatisfied balance of such Sinking Fund Installment, or (3) if such future dates coincide as to different Bonds of such Series, the sum of such Principal amount of Bonds and of such unsatisfied balance of such Sinking Fund Installment due on such future date plus such applicable redemption premiums, if any, and (b) with respect to any Repayment Obligations, the principal amount of such Repayment Obligations due on a certain future date.

*"Project"* means the acquisition, construction, improvement or extension of improvements, facilities or property (or an interest therein) which the City is authorized by law to acquire, regardless of whether the City shall hold title thereto, if and to the extent that the same shall be designated by the City as a Project by a Supplemental Indenture.

*"Project Account"* means the separate account for each Project in the Construction Fund pursuant to Section 5.04.

*"Put Bond"* means any Bond which is part of a Series of Bonds which is subject to purchase by the City, its agent or a third party from the Holder of the Bond pursuant to

provisions of the Supplemental Indenture authorizing the issuance of the Bond and designating it as a *"Put Bond."*

*"Rating Agency"* means Fitch, Moody's or S&P.

*"Rating Category"* means one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

*"Rebate Fund"* means any fund established with respect to a Series of Bonds issued under the Indenture to provide for the payment of arbitrage rebate pursuant to the Code.

*"Record Date"* means, with respect to any interest payment date for any Series of Bonds, the date specified as the Record Date in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

*"Redemption Price"* means, with respect to any Bond, the Principal thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to any Supplemental Indenture.

*"Refunded Bonds"* means all or a part of the Outstanding Bonds of one or more Series or all or part of any other bonds, notes or other borrowing or obligations of the City or its Municipal Building Authority to be refunded or refinanced by the issuance of Refunding Bonds.

*"Refunding Bonds"* means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 2.04, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

*"Remarketing Agent"* means a remarketing agent appointed by the City pursuant to Section 7.09 and its successors under the Indenture.

*"Repayment Obligations"* means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

*"Reserve Instrument"* means an instrument or other device issued by a Reserve Instrument Issuer to satisfy all or any portion of the Debt Service Reserve Requirement, if any, for a Series of Bonds. The term *"Reserve Instrument"* includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and other devices; *provided, however*, that no such device or instrument shall be a *"Reserve Instrument"* for purposes of this Indenture unless specifically so designated in the Supplemental Indenture authorizing the use of such device or instrument.

*"Reserve Instrument Agreement"* means any agreement entered into by the City and a Reserve Instrument Issuer pursuant to a Supplemental Indenture and providing for the issuance by such Reserve Instrument Issuer of a Reserve Instrument.

*"Reserve Instrument Costs"* means, with respect to any Reserve Instrument, any fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Issuer pursuant to a Reserve Instrument Agreement or the Supplemental Indenture authorizing the use of such Reserve Instrument. Such Reserve Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Reserve Instrument Costs.

*"Reserve Instrument Coverage"* means, as of any date of calculation and with respect to any Reserve Instrument, the amount available to be paid under such Reserve Instrument into the related Series Subaccount in the Debt Service Reserve Account to satisfy all or any portion of the Debt Service Reserve Requirement.

*"Reserve Instrument Issuer"* means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

*"Reserve Instrument Limit"* means, as of any date of calculation and with respect to any Reserve Instrument, the maximum amount available to be paid under such Reserve Instrument into the related Series Subaccount in the Debt Service Reserve Account to satisfy all or any portion of the Debt Service Reserve Requirement, assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of Principal on the corresponding Series of Bonds.

*"Reserve Instrument Repayment Obligations"* means, as of any date of calculation and with respect to any Reserve Instrument, any outstanding amounts payable by the City under the Reserve Instrument Agreement or the Supplemental Indenture authorizing the use of such Reserve Instrument to repay the Reserve Instrument Issuer for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs. Each Reserve Instrument Agreement or the Supplemental Indenture providing for the use of such Reserve Instrument shall specify any amounts payable under it which, when outstanding, shall constitute Reserve Instrument Repayment Obligations and shall specify the portions of any such amounts that are allocable as principal of and as interest on such Reserve Instrument Repayment Obligations.

*"Revenue Fund"* means the fund by that name established in Section 5.03.

*"Revenues"* means (a) 100% of the Local Sales and Use Tax revenues received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended and (b) any interest subsidy with respect to Bonds paid or payable to or for the account of the City by any governmental body or agency that are available to pay interest on a Series of Bonds

*"S&P"* means Standard & Poor's Credit Market Services, a division of The McGraw-Hill Companies, Inc., its successors and assigns, and, if such corporation shall no longer perform the functions of a securities rating agency, *"S&P"* shall be deemed to refer to another nationally recognized securities rating agency, if any, designated by the City.

"*Security Instrument*" means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term "*Security Instrument*" includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices; *provided, however*, that no such device or instrument shall be a "*Security Instrument*" for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

"*Security Instrument Agreement*" means any agreement entered into by the City and a Security Instrument Issuer pursuant to a Supplemental Indenture providing for the issuance by such Security Instrument Issuer of a Security Instrument.

"*Security Instrument Costs*" means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

"*Security Instrument Issuer*" means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Security Instrument that is in full force and effect with respect to any Series of Bonds Outstanding.

"*Security Instrument Repayment Obligations*" means, as of any date of calculation and with respect to any Security Instrument, any outstanding amounts payable by the City under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs. Each Security Instrument Agreement or the Supplemental Indenture providing for the use of such Security Instrument shall specify any amounts payable under it which, when outstanding, shall constitute Security Instrument Repayment Obligations and shall specify the portions of any such amounts that are allocable as principal of and as interest on such Security Instrument Repayment Obligations.

"*Series*" means all of the Bonds designated as being of the same Series authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Article III or Section 4.04 or Section 8.06.

"*Series Subaccount*" means the separate subaccount created for each Series of Bonds in the Bond Service Account pursuant to Section 5.07 or in the Debt Service Reserve Account pursuant to Section 5.08, as appropriate.

"*Sinking Fund Installment*" means an amount so designated which is established pursuant to Section 2.02(a)(8). The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited pursuant to Sections 5.08(c) or 5.09 toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

"*State*" means the State of Utah.

"*State Money Management Act*" means the State Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, and any applicable regulations and rules promulgated thereunder.

"*Supplemental Indenture*" means any indenture supplemental hereto or amendatory hereof that is in full force and effect and has been duly executed and delivered by the City and the Trustee in accordance with the provisions hereof.

"*Tax Certificate*" means any agreement or certificate of the City that the City may execute in order to establish and maintain the excludability of interest on a Series of Bonds from gross income of the owners thereof for federal income tax purposes.

"*Transfer Agent*" means, as the agent of the City, the Trustee and each and every additional agent appointed from time to time as the agent of the City pursuant to Section 7.10 for the transfer and authentication of Bonds for so long as such appointment shall continue in effect.

"*Treasurer's Investment Fund*" means the fund held by the Treasurer of the State and commonly known as the Utah State Public Treasurer's Investment Fund.

"*Trust Estate*" has the meaning specified in the Granting Clause.

"*Trustee*" means the trustee identified in the preamble hereof and appointed by the City pursuant to Section 7.01, its successors and assigns, and any other corporation or association which may at any time be substituted in its place as provided herein.

"*Variable Rate Bonds*" means, as of any date of calculation, Bonds the terms of which on such date of calculation are such that interest thereon for any future period of time is expressed to be calculated at a rate which is not susceptible of a precise determination.

"*Written Certificate of the City*," "*Written Request of the City*" and "*Written Statement of the City*" means an instrument in writing signed on behalf of the City by an Authorized Officer thereof. Any such instrument and any supporting opinions or certificates may, but need not, be combined in a single instrument with any other instrument, opinion or certificate, and the two or more so combined shall be read and construed so as to form a single instrument. Any such instrument may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or certificate of counsel, consultants, accountants or engineers, unless the Authorized Officer signing such Written Certificate or Request or Statement knows, or in the exercise of reasonable care should have known, that the opinion or certificate with respect to the matters upon which such Written Certificate or Request or Statement may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel, consultant, accountant or engineer, as the case may be, need not certify to all of the matters required to be certified under any provision of the Indenture, but different Authorized Officers, counsel, consultants, accountants or engineers may certify to different facts, respectively. Every Written Certificate or Request or Statement of the City, and every certificate or opinion of counsel, consultants, accountants or engineers provided for herein shall include:

(a) a statement that the person making such certificate, request, statement or opinion has read the pertinent provisions of the Indenture to which such certificate, request, statement or opinion relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the certificate, request, statement or opinion is based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and

(d) with respect to any statement relating to compliance with any provision hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

"*Year*" means any period of twelve consecutive months.

***Section 1.02. Construction.*** This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) The terms "hereby," "hereof," "herein," "hereto," "hereunder", and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.

(b) Words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, trusts, corporations or governments or agencies or political subdivisions thereof.

(c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.

(d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.

(e) The titles or leadlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

***Section 1.03. Authority for the Indenture.*** The Indenture is executed and delivered pursuant to the provisions of the Act.

***Section 1.04. Special Obligations.*** The Bonds and the Repayment Obligations are special obligations of the City payable from and secured by the Revenues, moneys, securities and funds pledged therefor.

## ARTICLE II

## AUTHORIZATION AND ISSUANCE OF BONDS

***Section 2.01. Authorization of Bonds.*** Bonds designated as *"Sales Tax Revenue Bonds"* (or *"Sales Tax Revenue Notes"* or *"Sales Tax Revenue Obligations,"* as appropriate) are hereby authorized to be issued by the City under the Indenture. The maximum Principal amount of the Bonds which may be issued hereunder is not limited; however, the City reserves the right to limit or restrict the aggregate Principal amount of the Bonds which may at any time be issued or Outstanding hereunder. Bonds may be issued in such Series as from time to time shall be established and authorized by the City. The Bonds may be issued in one or more Series pursuant to one or more Supplemental Indentures. The designation of the Bonds shall include, in addition to the name *"Sales Tax Revenue Bonds"* (or *"Sales Tax Revenue Notes"* or *"Sales Tax Revenue Obligations,"* as appropriate), such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the City may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs. Each Bond shall recite in substance that it, including the interest thereon, is payable solely from the Revenues and other funds of the City pledged for the payment thereof and that it does not constitute a debt of the City within the meaning of any constitutional or statutory limitations or provisions.

***Section 2.02. General Provisions for the Issuance of Bonds.***

(a) Whenever the City shall determine to issue any Series of Bonds, the City shall execute and deliver a Supplemental Indenture which shall specify the following:

(1) The purpose for which such Series of Bonds is to be issued, which shall be for a purpose set forth in Section 2.03 or Section 2.04, or a combination of such purposes;

(2) The authorized Principal amount and Series designation of such Series of Bonds;

(3) The Issue Date and the maturity date or dates of the Bonds of such Series;



(4) The interest rate or rates (including a zero interest rate) of the Bonds of such Series, or the manner of determining such rate or rates, *provided* that the Supplemental Indenture shall specify the maximum rate that the Bonds of such Series may bear if such Bonds are Variable Rate Bonds, and the interest payment dates of the Bonds of such Series;

(5) The authorized denominations of the Bonds of such Series;

(6) Any Paying Agents and the places of payment of the Principal and Redemption Prices, if any, of, and interest on, the Bonds of such Series, and, if other than the Trustee, any Transfer Agents and the places where Bonds may be registered for transfer or exchange;

(4) The interest rate or rates (including a zero interest rate) of the Bonds of such Series, or the manner of determining such rate or rates, *provided* that the Supplemental Indenture shall specify the maximum rate that the Bonds of such Series may bear if such Bonds are Variable Rate Bonds, and the interest payment dates of the Bonds of such Series;

(5) The authorized denominations of the Bonds of such Series;

(6) Any Paying Agents and the places of payment of the Principal and Redemption Prices, if any, of, and interest on, the Bonds of such Series, and, if other than the Trustee, any Transfer Agents and the places where Bonds may be registered for transfer or exchange;

(7) The Redemption Prices, if any, and subject to Article IV, the redemption terms, if any, for the Bonds of such Series;

(8) The amount and due date of each Sinking Fund Installment, if any, for the Bonds of such Series;

(9) The Record Date for the Bonds of such Series;

(10) Any Debt Service Reserve Requirement for such Series of Bonds pursuant to Section 5.08(a) and the amount, if any, to be deposited from the proceeds of such Series of Bonds into any Series Subaccount in the Debt Service Reserve Account established for such Series of Bonds;

(11) The amount, if any, to be deposited from any legally available source into the Construction Fund;

(12) The forms of the Bonds of such Series;

(13) Unless otherwise identified in the Security Instrument Agreement or Reserve Instrument Agreement, as applicable, and to the extent applicable, the obligations payable under any Security Instrument Agreement or Reserve Instrument Agreement entered into in connection with the issuance of the Bonds of such Series which, when outstanding, shall constitute Security Instrument Repayment Obligations or Reserve Instrument Repayment Obligations, as the case may be, and which portions of such Security Instrument Repayment Obligations or Reserve Instrument Repayment Obligations, as the case may be, are to be attributed to principal of and to interest on such Repayment Obligations; and

(14) Any further covenants by the City required by any Security Instrument Issuer, Reserve Instrument Issuer or purchaser of Bonds deemed necessary or desirable by the City in connection with the sale of such Series of Bonds.

(b) The Bonds of any Series shall be executed by the City for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the City or upon the Written Request of the City but only upon receipt by the Trustee of the following documents or moneys or securities, all of such documents dated or certified, as the case may be, as of the date of such delivery by the Trustee (unless the Trustee shall accept any of such documents bearing a prior date):

(1) An executed copy of the Supplemental Indenture relating to the issuance of the Bonds of such Series;

(2) A Written Request of the City as to the delivery of the Bonds of such Series;

(3) An Opinion of Bond Counsel to the effect that (i) the City has the power under the Act, as amended to the date of such Opinion, to issue the Bonds of such Series and to execute and deliver the Indenture, and the Indenture has been duly and lawfully executed and delivered by the City, is in full force and effect and is valid and binding upon the City and enforceable in accordance with its terms, and no other authorization for the Indenture is required; (ii) the Indenture creates the valid pledge which it purports to create of the Revenues, Funds, moneys, securities and funds held or set aside under the Indenture, subject to the application thereof to the purposes and on the conditions permitted by the Indenture; (iii) the Bonds of such Series are valid and binding special obligations of the City, enforceable in accordance with their terms and the terms of the Indenture and are entitled to the benefits of the Indenture and the Act, as amended to the date of such Opinion; and (iv) the Bonds of such Series have been duly and validly authorized and issued in accordance with law and the Indenture; *provided* that such Opinion of Counsel may contain limitations acceptable to the purchaser of such Series of Bonds, including limitations as to enforcement by bankruptcy or similar laws, equity principles, sovereign police powers, and federal powers;

(4) A Written Certificate of the City setting forth (A) the principal amount of the Bonds, (B) the Debt Service for each Fiscal Year of the Bonds of such Series and (C) the Aggregate Debt Service for all Outstanding Bonds, including such Series of Bonds being issued, for each Fiscal Year;

(5) A Written Certificate of the City demonstrating compliance with the requirements of Section 11-14-17.5(4) of the Utah Municipal Bond Act; *provided, however*, that the requirements of this subparagraph (5) shall at all times be deemed to conform to, and shall without further action by the City be amended or supplemented so as to conform to, any applicable debt service coverage requirements imposed by the Utah Municipal Bond Act upon bonds payable from and secured by a pledge of tax revenues under the Local Sales and Use Tax Act and *provided further* that if said Section 11-14-17.5(4) shall be repealed without replacement, it shall not be necessary for the City to comply with this subparagraph (5);

(6) The amounts, if any, necessary for deposit into the Construction Fund, the Revenue Fund, and any Series Subaccount in the Debt Service Reserve Account for such Series of Bonds; and

(7) Such further documents, moneys and securities as are required by the provisions of Section 2.03 or Section 2.04, or of any Supplemental Indenture.

(c) The City may authorize by Supplemental Indenture the delivery to the Trustee of one or more Security Instruments with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith.

(d) The City may authorize by Supplemental Indenture the issuance and delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith.

(e) The City may authorize by Supplemental Indenture the issuance of Put Bonds; *provided* that any obligation of the City to pay the purchase price of any such Put Bonds shall not be secured by a pledge of Revenues on a parity with the pledge contained in Section 5.01. The City may provide for the appointment of such Remarketing Agents, indexing agents or other agents as the City may determine.

(f) The City may authorize by Supplemental Indenture such other provisions relating to a Series of Bonds as are permitted by law and are consistent with the provisions of the Indenture.

(g) After the original issuance of the Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III, Section 4.04 or Section 8.06.

(h) Notwithstanding any provision of this Section 2.02 to the contrary, a Supplemental Indenture may provide for the delivery of a Series of Bonds, issued in the form of a single Bond, in installments to be noted by the Trustee in a delivery schedule on the reverse side thereof or attached thereto.

(i) The City shall not issue any bonds, notes or other indebtedness payable on a priority to the pledge of Revenues for the payment of the Bonds herein without the prior written consent of the Bondholders of 100% of the Outstanding Bonds.

### *Section 2.03. Special Provisions for the Issuance of Construction Bonds.*

(a) One or more Series of Construction Bonds may be authenticated and delivered upon original issuance from time to time in such principal amount for each such Series as may be determined by the City for the purpose of paying or providing for the payment of all or a portion of the Cost of Construction of a Project. Each such Series shall be in such principal amount which, when taken together with funds previously used or to be provided by the City for such Project, will provide the City with sufficient funds to pay the estimated Cost of Construction of such Project, as set forth in the Written Certificate of the City furnished pursuant to Section 2.03(c).

(b) Each Supplemental Indenture authorizing the issuance of a Series of Construction Bonds:

(1) shall specify the Project for which the proceeds of such Series of Construction Bonds will be applied; and

(2) may provide for the deposit of a specified amount of money from the proceeds of the sale of such Series of Construction Bonds or from other legally available sources into a Project Account in the Construction Fund to pay when due (together with any investment earnings available for such purpose) all or a portion of the interest on such Series of Construction Bonds accrued and to accrue to the Estimated Completion Date, plus interest to accrue on such Series of Construction Bonds after the Estimated Completion Date for up to one Year (or such different period as may then be permitted by law).

(c) Each Series of Construction Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.02) of a Written Certificate of the City which shall:

(1) set forth the then Estimated Completion Date and the then estimated Cost of Construction of the Project being financed by such Series of Bonds;

(2) state that, upon the authentication and delivery of the Bonds of such Series, no event will have occurred which, with the passage of time or the giving of notice, or both, would give rise to an Event of Default under the Indenture;

(3) set forth, for any Year within the twenty-four (24) calendar months next preceding the authentication and delivery of such Series of Construction Bonds, the Revenues for such period;

(4) set forth the Maximum Annual Debt Service on all Outstanding Bonds upon the issuance of the proposed Series of Construction Bonds, together with any adjustments to the Maximum Annual Debt Service permitted by Section 2.03(d); and

(5) demonstrate that the Revenues set forth in (3) above are equal to or greater than 200% of the Maximum Annual Debt Service set forth in (4) above.

Notwithstanding any other provisions of the Indenture, the provisions of this Section 2.03 shall not apply to the first series of Bonds issued under the Indenture.

(d) In determining the Maximum Annual Debt Service on all Outstanding Bonds, the City may reduce the Debt Service on any Series of Bonds for any Fiscal Year by the amount of capitalized interest available to pay the interest on such Bonds in such Fiscal Year pursuant to Section 2.03(b)(2).

(e) The proceeds, including accrued interest, of the Construction Bonds of each Series shall be deposited simultaneously with the delivery of such Bonds into the Construction Fund and, to the extent permitted by law and the provisions of the Indenture, in any other Funds or Accounts or such other funds or accounts as may be established by the Supplemental Indenture authorizing the issuance of such Series of Construction Bonds in such amounts as may be provided in such Supplemental Indenture;

(f) There may also be deposited from any legally available source, to the extent permitted by law and the provisions of the Indenture, in the Funds and Accounts or such other funds or accounts as may be established by the Supplemental Indenture, such amounts, if any, as may be provided in the Supplemental Indenture authorizing the issuance of such Series of Construction Bonds; and

(g) Notwithstanding any other provisions of the Indenture, the provisions of this Section 2.03 shall not apply to the first series of Bonds issued under the Indenture.

***Section 2.04. Special Provisions for the Issuance of Refunding Bonds.***

(a) One or more Series of Refunding Bonds may be issued in such principal amount which, when taken together with other legally available funds, will provide the City with funds which will be sufficient to accomplish the refunding of the Refunded Bonds including the payment of all expenses and the establishment of any reserves in connection with such refunding.

(b) Each Supplemental Indenture authorizing the issuance of a Series of Refunding Bonds shall specify the Refunded Bonds to be refunded.

(c) Each Series of Refunding Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.02) of the following documents or moneys or securities (or if such documents or moneys or securities are to be delivered to the trustee or debtor for the other borrowings, to such trustee or debtor, with a copy or other evidence of such delivery to the Trustee):

(1) Either

(A) for Refunded Bonds originally issued pursuant to the provisions of the Indenture, a Written Certificate of the City which shall:

(i) set forth the Aggregate Debt Service on the Refunded Bonds for each Fiscal Year to and including the scheduled final maturity date thereof,

(ii) set forth the Aggregate Debt Service on the Refunding Bonds for each Fiscal Year to and including the scheduled final maturity date thereof, and

(iii) demonstrate that the Aggregate Debt Service on the Refunding Bonds for each such Fiscal Year set forth pursuant to clause (ii) is no greater than one hundred percent (100%) of the Aggregate Debt Service on the Refunded Bonds for each such Fiscal Year set forth pursuant to clause (i), and containing such additional statements as may be reasonably necessary to show compliance with the requirements of the Indenture;

or

(B) A Written Certificate of the City which shall:

(i) set forth, for any Year within the twenty-four (24) calendar months next preceding the authentication and delivery of such Series of Refunding Bonds, the Revenues for such period;

(ii) set forth the Maximum Annual Debt Service upon the issuance of the proposed Series of Refunding Bonds, together with any adjustments to the Maximum Annual Debt Service permitted by Section 2.03(d); and

(iii) demonstrate that the Revenues set forth in (i) above are equal to or greater than 200% of the Maximum Annual Debt Service set forth in (ii) above.

(2) Irrevocable instructions to the Trustee (or such trustee or lender or its designee, as appropriate), satisfactory to it, to give due notice of redemption of all the Refunded Bonds on the redemption date or dates specified in such instructions;

(3) If the Refunded Bonds are not by their terms subject to redemption within the next succeeding ninety (90) days, irrevocable instructions to the Trustee (or such trustee or lender or its designee, as appropriate), satisfactory to it, to mail the notice

provided for in Section 11.01(b) (or any similar provision for other borrowings, as appropriate) to the holders of the Refunded Bonds;

(4) Either (A) moneys in an amount sufficient to effect payment at the applicable redemption price of the Refunded Bonds, together with accrued interest to the redemption date, which moneys shall be held by the Trustee or any one or more of the Paying Agents (or such trustee or lender or its designee, as appropriate) in a separate account irrevocably in trust for and assigned to the respective holders of the Refunded Bonds, or (B) Government Obligations (or similar investments as provided for in the documents relating to other borrowings, as appropriate) in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the provisions of Section 11.01(b) (or any similar provision for other borrowings, as appropriate), which Government Obligations and moneys shall be held in trust and used only as provided in such Section.

(d) A Series of Refunding Bonds may be combined with a Series of Construction Bonds.

***Section 2.05. Provisions Regarding Bonds Secured by a Security Instrument.***

(a) The City may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the City deems appropriate, including:

(1) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (A) the Security Instrument Issuer shall be deemed to be the Holder of the Outstanding Bonds of such Series when the approval, consent or action of the Bondholders for such Series of Bonds is required or may be exercised under the Indenture and following an Event of Default and (B) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent.

(2) In the event that the Principal and Redemption Price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the City to the Bondholders of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondholders in accordance with the terms of such Security Instrument.

(b) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

## ARTICLE III

### TERMS AND PROVISIONS OF BONDS

***Section 3.01. Terms of Bonds.***

(a) The Principal and Redemption Price of the Bonds shall be payable in lawful money of the United States of America at the principal corporate trust operations office of the Trustee, or at the principal office of any Paying Agent, or otherwise as provided in a Supplemental Indenture with respect to any Series of Bonds. Unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, payment of interest on any Bond shall be made to the person who is the registered owner thereof as of the close of business on the Record Date and shall be paid by check mailed to the registered owner thereof at the address of such registered owner as it appears on the registration books of the City maintained by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner prior to the Record Date.

(b) Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, the Bonds of any Series shall be issued in fully registered form without coupons. Each Series of Bonds shall be in such denominations as may be authorized by the Supplemental Indenture authorizing the issuance of the Bonds of such Series. A Supplemental Indenture may provide for the delivery of a Series of Bonds, issued in the form of a single fully registered Bond, in installments to be noted by the Trustee in a delivery schedule attached to such Bond. Anything in this Indenture to the contrary notwithstanding, a Supplemental Indenture may provide that Bonds issued in such single fully registered form may be submitted to the Trustee for notation of payment of installments and for notation of transfer, without requiring cancellation of such single fully registered Bond. Such Supplemental Indenture may provide for transfer of such Bonds to a new Holder by delivery after such notation, and without cancellation.

(c) The Bonds shall be dated as of the Issue Date specified in the Supplemental Indenture pursuant to which the Series of Bonds is issued. Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, each fully-registered Bond of any Series shall bear interest from the interest payment date next preceding the date of registration and authentication thereof unless it is registered as of an interest payment date, in which event it shall bear interest from the date thereof, or unless it is registered prior to the first interest payment date, in which event it shall bear interest from its date, or unless, as shown by the records of the Trustee, interest on the Bonds of such Series shall be in default, in which event it shall bear interest from the date to which interest has been paid in full.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable to comply with the Act, custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

(e) From and after the issuance of the Bonds of any Series, the findings and determinations of the Council respecting that Series shall be conclusive evidence of the existence of the facts so found and determined in any action or proceeding in any court in which the validity of such Bonds is at issue, and no bona fide purchaser of any such Bonds shall be required to see to the existence of any fact or to the performance of any condition or to the taking of any proceeding required prior to such issuance, or to the application of the purchase price paid for such Bonds. The validity of the issuance of any Series of Bonds shall not be dependent on or affected in any way by (1) any proceedings taken by the City for the planning, acquisition or construction of a Project, or (2) any contracts made by the City in connection therewith, or (3) the failure to complete the planning, acquisition or construction of a Project. The recital contained in the Bonds that the same are issued pursuant to the Act shall be conclusive evidence of their validity and of the regularity of their issuance and all the Bonds shall be incontestable from and after their issuance. Bonds shall be deemed to be issued, within the meaning of the Indenture, whenever the definitive Bonds, or any temporary Bonds exchangeable therefor, have been delivered to the purchasers thereof, and the purchase price thereof received, or in the case of Bonds to be refunded through exchange, whenever such exchange has been made.

(f) Subject to any limitations contained in a Supplemental Indenture, the City may provide a Security Instrument for any Series of Bonds (or may substitute one Security Instrument for another) if the City has provided to the Trustee written evidence satisfactory to the Trustee from each Rating Agency then having a rating in effect for any Series of Bonds then Outstanding to the effect that the Rating Agency has reviewed the proposed Security Instrument and that the use of such Security Instrument (or the substitution of one Security Instrument for another, as appropriate) will not, by itself result in a reduction or withdrawal of such Rating Agency's rating of such Series of Bonds.

### *Section 3.02. Execution of Bonds; Limited Obligations.*

(a) The Bonds shall be signed on behalf of the City by the manual or facsimile signature of its Mayor and attested and countersigned by the manual or facsimile signature of its City Recorder, and its seal shall be thereunto affixed by its City Recorder, which may be by a facsimile of the City's seal imprinted upon the Bonds. The Bonds shall then be delivered to the Trustee for manual authentication by it or by any Transfer Agent. In case any officer who shall have signed or attested any of the Bonds shall cease to be such officer before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or by any Transfer Agent or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the City as though such person who signed or attested the same had continued to be such officer of the City. Also, any Bond may be signed, countersigned or attested on behalf of the City by any person who on the actual date of the execution of such Bond shall be the proper officer of the City, although on the nominal date of such Bond any such person shall not have been such officer of the City.

(b) Only such of the Bonds as shall bear thereon a certificate of authentication, executed by the Trustee or by any Transfer Agent, shall be valid or obligatory for any purpose or entitled to the benefits of the Indenture, and such certificate of the Trustee or of any Transfer Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, the Indenture and that the Holder thereof is entitled to the benefits of the Indenture.

(c) The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the City payable solely from the Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder or the income from the temporary investment thereof) as provided herein. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the City or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefore.

(d) The provisions of this Section relating to the execution of Bonds may be changed as they apply to the Bonds of any Series by the Supplemental Indenture authorizing such Series of Bonds.

***Section 3.03. Transfer of Bonds.*** Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds:

(a) Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 3.06, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation or, if applicable, notation of the new Holder together with the signature of the Trustee or any applicable Transfer Agent on the back of such Bond or on a form of record attached to such Bond for such purpose, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. No transfer will be effective until entered upon the books required to be kept pursuant to the provisions of Section 3.06.

(b) Whenever any Bond shall be surrendered for transfer, the Trustee or any Transfer Agent shall authenticate and deliver a new fully registered Bond or Bonds duly executed by the City or, if applicable, shall deliver the same Bond, duly annotated with the new Holder and signed by the Trustee or any applicable Transfer Agent on the back of such Bond or on a form of record attached to such Bond for such purpose, for like aggregate principal amount. The Trustee or any Transfer Agent shall require the payment by the Bondholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

(c) The City, the Trustee and any Transfer Agent shall not be required (1) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the date of the mailing of a notice of redemption of Bonds selected for redemption under Article IV and ending at the close of business on the day of such mailing, or (2) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

(d) The City, the Trustee and any Transfer Agent may treat and consider the person in whose name each Bond is registered upon the books required to be kept pursuant to Section 3.06 as the Holder and absolute owner of such Bond for the purpose of payment of Principal of and interest on such Bond and for all other purposes whatsoever.

***Section 3.04. Exchange of Bonds.*** Fully-registered Bonds may be exchanged at the principal corporate trust operations office of the Trustee or of any Transfer Agent for a like aggregate Principal amount of fully-registered Bonds of the same Series and maturity of authorized denominations. The Trustee or any Transfer Agent shall require the payment by the Bondholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, no such exchange shall be required to be made subsequent to the Record Date.

***Section 3.05. Form of Bonds.*** The Bonds of each Series of Bonds shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations not inconsistent with the terms hereof as may be necessary, desirable, authorized and permitted hereby.

***Section 3.06. Bond Registration Books.*** The Trustee will keep or cause to be kept, at its principal corporate trust operations office, sufficient books for the registration and transfer of Bonds, which shall at all times be open to inspection by the City; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

***Section 3.07. Bonds Mutilated, Lost, Destroyed or Stolen.*** If any Bond shall become mutilated, the City, at the expense of the Holder of such Bond, shall execute, and the Trustee or any Transfer Agent shall, at the expense of the Holder of such Bond, thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee or any Transfer Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee or to any Transfer Agent shall be cancelled by it and delivered to, or upon the order of, the City. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and the Trustee and, if such evidence be satisfactory to both and indemnity as required by the Act or State law and satisfactory to the Trustee shall be given, the City, at the expense of the Holder of such Bond, shall execute, and the Trustee shall, at the expense of the Holder of such Bond, thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof). Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the City, and shall be equally and proportionately entitled to the benefits of the Indenture with all other Bonds of the same Series secured by the Indenture. Neither the City nor the Trustee shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the Principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

## ARTICLE IV

## REDEMPTION OF BONDS

***Section 4.01. Privilege of Redemption of Bonds.*** Any Series of Bonds subject to redemption prior to maturity pursuant to a Supplemental Indenture shall be redeemable, upon notice being given, at such times, at such Redemption Prices and upon such terms as provided in this Article and (in addition to and consistent with the terms contained in this Article) in the Supplemental Indenture authorizing the issuance of the Bonds of such Series.

***Section 4.02. Selection of Bonds for Redemption.*** Except as otherwise provided in a Supplemental Indenture:

(a) If less than all of the Bonds of any Series are called for redemption and if the Bonds of such Series shall mature on more than one date, the Bonds of such Series shall be redeemed from the Outstanding Bonds of such Series in inverse order of maturities.

(b) If less than all of the Bonds of any Series maturing on any single date are called for redemption, the Trustee shall select the Bonds to be redeemed, from the Outstanding Bonds of such Series maturing on that date not previously called for redemption, in such manner as in the Trustee's sole discretion it shall deem appropriate and fair; *provided, however*, that subject to other applicable provisions of the Indenture or of any Supplemental Indenture, the portion of any Bond to be redeemed shall be in a Principal amount equal to a denomination in which Bonds of such Series are authorized to be issued. In selecting Bonds for redemption the Trustee shall treat each Bond as representing the number of Bonds which is obtained by dividing the Principal amount of each Bond by the minimum denomination in which such Series of Bonds is authorized to be issued. If part but not all of a Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the Principal amount thereof so called for redemption and the redemption premium, if any, on such Principal amount. The City shall execute and the Trustee or any Transfer Agent shall authenticate and deliver to or upon the order of such Holder or his legal representative, without charge therefor, a Bond or Bonds of the same maturity and bearing interest at the same rate as the Bond so surrendered for the unredeemed portion of the surrendered Bond. The Trustee shall promptly notify the City in writing of the Bonds or portions thereof selected for redemption.

***Section 4.03. Notice of Redemption.*** Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds:

(a) Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of such Bond, at his address as it appears on the bond registration books of the Trustee or at such address as he may have filed with the Trustee for that purpose, but neither failure to mail any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds. Each notice of redemption shall state the redemption date, the place of redemption, the source of the funds to be used for such redemption, the Principal amount and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the distinctive numbers of the Bonds to be redeemed, and shall also state that the interest on the Bonds or portions thereof in such notice designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the Redemption Price thereof and interest accrued thereon to the redemption date.

(b) Notice of redemption shall be given by the Trustee for and on behalf and at the expense of the City, at the Written Request of the City given to the Trustee at least 60 days prior to the date fixed for redemption. The City shall deposit with, or otherwise make available to, the Trustee the money required for payment of the Redemption Price of and the accrued interest to the redemption date on all Bonds then to be called for redemption at least two Business Days before the date fixed for such redemption.

(c) If at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all Bonds called for redemption, such notice may state that it is conditional upon the deposit of moneys sufficient to redeem all Bonds with the Trustee not later than the redemption date, and such notice shall be of no effect unless such moneys are so deposited. If the notice contains such condition and if moneys sufficient to redeem all Bonds called for redemption have not been deposited with the Trustee by the redemption date, the notice of redemption shall be rescinded, none of the Bonds described in such notice shall be redeemed, the Redemption Price shall not be due and payable under the Indenture, and the Trustee shall, as soon as possible after the redemption date, give notice for and on behalf and at the expense of the City, by first class mail, postage prepaid, to the registered owners of the Bonds called for redemption of the rescission of such notice of redemption.

***Section 4.04. Partial Redemption of Bonds; Disposition of Redeemed Bonds.*** Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds:

(a) Upon surrender of any Bond redeemed in part only, the City shall duly execute and the Trustee or any Transfer Agent shall authenticate and deliver to the registered owner thereof, at the expense of the City, a new Bond or Bonds of the same Series and maturity and of authorized denominations equal in aggregate Principal amount to the unredeemed portion of the Bond surrendered.

(b) All Bonds redeemed in whole or in part pursuant to the provisions of this Article shall be cancelled by the Trustee or any Transfer Agent and shall thereafter be delivered to, or upon the order of, the City.

*Section 4.05.* ***Effect of Redemption.*** Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, if notice of redemption has been duly given as aforesaid, and moneys for payment of the Redemption Price, together with interest to the redemption date on the Bonds so called for redemption, are held by the Trustee, then such Bonds shall, on the redemption date designated in such notice, become due and payable at the Redemption Price specified in such notice and interest accrued thereon to the redemption date; and from and after the date so designated interest on the Bonds so called for redemption shall cease to accrue.

## ARTICLE V

## PLEDGE OF REVENUES; ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

*Section 5.01.* ***The Pledge Effected by the Indenture.*** The Bonds and the Repayment Obligations are special obligations of the City payable from and secured by the Revenues, moneys, securities and funds pledged therefor. There are hereby pledged for the payment of Principal, Redemption Price and interest on the Bonds and of Repayment Obligations in accordance with their terms and the provisions of the Indenture, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture (1) the proceeds of sale of the Bonds, (2) the Revenues, and (3) the Construction Fund, Principal and Interest Fund, Revenue Fund and any other Funds hereafter established or confirmed by the Indenture (except for any Rebate Fund) and pledged for the payment of Principal, Redemption Price and interest on the Bonds and of Repayment Obligations, including the investments, if any, thereof, subject to any required rebate of all or a portion of the earnings on such investments to the United States of America pursuant to the requirements of Section 148(f) of the Code.

*Section 5.02.* ***Perfection of Security Interest.***

(a) This Indenture creates a valid and binding pledge and assignment of and security interest in all of the Revenues pledged under this Indenture in favor of the Trustee as security for payment of the Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-28, Utah Code Annotated 1953, as amended, and hereafter has priority against all parties having claims of any kind in tort, contract, or otherwise against the City, regardless of whether or not the parties have notice of the lien created hereunder.

*Section 5.03.* ***Establishment of Funds.***

(a) The following Funds are hereby established:

(1) Revenue Fund, to be held by the City;

(2) Construction Fund, to be held by the Trustee, in which the Trustee shall establish a Project Account for each Project; and

(3) Principal and Interest Fund, to be held by the Trustee, consisting of

(A) a Bond Service Account, in which the Trustee shall establish a separate Series Subaccount for each Series of Bonds, and

(B) a Debt Service Reserve Account, in which the Trustee may establish a separate Series Subaccount for one or more Series of Bonds.

(c) The City may, by Supplemental Indenture, establish one or more additional Funds, accounts or subaccounts, including, but not limited to, a Rebate Fund.

***Section 5.04. Construction Fund.***

(a) There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Indenture or any Supplemental Indenture.

(b) The Trustee shall establish within the Construction Fund a separate Project Account for each Project and may establish one or more subaccounts in each Project Account.

(c) Amounts in each Project Account established for a Project shall be applied to pay the Cost of Construction of the Project. In the event and to the extent that proceeds of the sale of Bonds were deposited in a Project Account to provide for the payment of capitalized interest, the Trustee shall, during the period for which such interest was capitalized, transfer from such Project Account, to the appropriate Series Subaccount in the Bond Service Account, the amounts required to pay interest on the Bonds when due, subject to any limitations contained in the Supplemental Indenture authorizing such Bonds.

(d) Before any payment is made from any Project Account by the Trustee (except for transfers into Series Subaccounts in the Bond Service Account to pay interest on the Bonds as contemplated in (c) above), the City shall file with the Trustee a Written Request of the City, in substantially the form attached hereto as *Exhibit A*, showing with respect to each payment to be made, the name of the person to whom payment is due and the amount to be paid with payment instructions, and stating that the obligation to be paid was incurred and is a proper charge against the Project Account. Each such Written Request shall be sufficient evidence to the Trustee that obligations in the stated amounts have been incurred by the City and that each item thereof is a proper charge against the applicable Project Account.

(e) Upon receipt of each such Written Request, the Trustee shall pay the amounts set forth therein as directed by the terms thereof.

(f) The City shall maintain on file with the Trustee a schedule of dates on which the City estimates that money in each Project Account will be expended and the amounts estimated to be required on those dates. The City may revise such schedule at any time to reflect changes in the estimated dates and amounts. Amounts in the Construction Fund shall be invested and reinvested by the Trustee, in accordance with instructions received from an Authorized Officer of the City, to the fullest extent practicable in Investment Securities (or, to the extent permitted by a Supplemental Indenture executed and delivered pursuant to Section 10.02(a)(3), in other investments) maturing in such amounts and at such times as may be necessary to make funds available when needed. The Trustee may, and to the extent required for payments from the Construction Fund shall, sell any such Investment Securities at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the applicable Project Account in the Construction Fund.

(g) Unless otherwise provided in a Supplemental Indenture authorizing a Series of Construction Bonds, all net income earned on any moneys or investments in the Project Account established in the Construction Fund for a Project shall be held in such Project Account and applied to pay the Costs of Construction.

(h) The substantial completion of construction of each Project shall be evidenced by a Written Certificate of the City, which shall be filed with the Trustee. Upon the filing of such Certificate, the balance in the Project Account in the Construction Fund in excess of the amount, if any, stated in such Certificate shall, to the extent permitted under applicable law and covenants, including any covenants contained in any Tax Certificate, regarding the use of proceeds of the Bonds, and as directed in such Written Certificate or in a Supplemental Indenture, be (i) used to purchase Bonds as provided in Section 5.09, (ii) deposited into the Debt Service Reserve Account to fund any amounts required to be deposited therein, (iii) deposited into the Bond Service Account, (iv) transferred into another Project Account to pay Costs of Construction of a Project or (v) used for any other purpose for which proceeds of Bonds may be used under applicable law and covenants regarding the use of proceeds of Bonds. If subsequent to the filing of such Certificate, a supplemental Written Certificate of the City is filed with the Trustee stating that the balance of the money remaining in the Construction Fund is no longer needed to pay Costs of Construction of such Project, any remaining balance in the Project Account in the Construction Fund shall, to the extent permitted under applicable law and covenants, including any covenants contained in any Tax Certificate, regarding the use of proceeds of the Bonds and as directed in such supplemental Written Certificate or in a Supplemental Indenture, be (i) used to purchase Bonds as provided in Section 5.09, (ii) deposited into the Debt Service Reserve Account to fund any amounts required to be deposited therein, (iii) deposited into the Bond Service Account, (iv) transferred into another Project Account to pay Costs of Construction of a Project or (v) used for any other purpose for which proceeds of Bonds may be used under applicable law and covenants regarding the use of proceeds of Bonds.

***Section 5.05. Revenues; Revenue Fund.***

(a) All Revenues shall be promptly deposited by the City to the credit of the Revenue Fund. There shall also be deposited into the Revenue Fund all amounts required to be so deposited by the Indenture, including, but not limited to, Section 10.02.

(b) Following the deposits required by Section 5.06(a), there shall be retained in the Revenue Fund, to the extent such amounts are not otherwise required to be transferred from the

Revenue Fund pursuant to the provisions of Section 5.06, the amount estimated to be required for deposit into the Principal and Interest Fund in the next succeeding month; *provided, however,* for purposes of calculating the interest payable for the next succeeding month for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate that cannot be ascertained for any such month, it shall be assumed that such Series of Variable Rate Bonds or Repayment Obligations will bear interest at the greater of (i) the maximum interest rate permitted under the applicable Supplemental Indenture authorizing the issuance of such Series of Variable Rate Bonds, (ii) the maximum interest rate permitted under any Reserve Instrument Agreement then in effect with respect to such Series of Variable Rate Bonds, or (iii) the maximum interest rate permitted under any Security Instrument Agreement then in effect with respect to such Series of Variable Rate Bonds, as applicable.

***Section 5.06. Flow of Funds.***

(a) On or before the last Business Day prior to the end of each month the City shall transfer from the Revenue Fund, to the extent of moneys available therein, and deposit, in the following order:

(1) for credit to the Bond Service Account, the amount, if any, required so that the balance in each of the Series Subaccounts in the Bond Service Account shall equal the Accrued Debt Service on the Series of Bonds and, to the extent that the Supplemental Indenture creating such Series Subaccount authorizes the use of a Security Instrument, on any Security Instrument Repayment Obligations for which such Series Subaccount was established; *provided* that if there are not sufficient moneys to satisfy the requirements of this subsection (i) with respect to all Series Subaccounts in the Bond Service Account, all moneys available for distribution among such Series Subaccounts shall be deposited into the Bond Service Account and distributed on a pro rata basis to the deficient Series Subaccounts in the Bond Service Account, such distribution to be determined by multiplying the amount available for distribution by the proportion that the deficiency for each Series Subaccount bears to the total deficiency for all Series Subaccounts; and *provided further*, that in the event and to the extent moneys have been deposited in any Project Account to provide for the payment of capitalized interest, such moneys shall be transferred from the appropriate Project Account and deposited into the appropriate Series Subaccount in the Bond Service Account in an amount sufficient to cause the balance in such Series Subaccount to equal the interest component of Accrued Debt Service on the Series of Bonds; and

(2) for credit to the Debt Service Reserve Account, without priority or preference as between subsections (A) or (B):

(A) if, after the issuance of a Series of Bonds, an amount equal to the Debt Service Reserve Requirement is not on deposit in the Series Subaccount established in the Debt Service Reserve Account for such Series of Bonds because sufficient moneys for that purpose were not required by a Supplemental Indenture to be deposited into the Debt Service Reserve Account pursuant to the provisions of Section 2.02(a)(10), such amount as shall be required by the Supplemental

Indenture authorizing such Series of Bonds, in not to exceed sixty (60) approximately equal monthly installments commencing no later than the Business Day immediately preceding the first Interest Payment Date of such Series of Bonds, computed as of the contemplated date of issuance of such Series of Bonds, necessary to cause the balance in such Series Subaccount to equal the Debt Service Reserve Requirement; and

(B) if moneys shall ever have been paid out of any Series Subaccount in the Debt Service Reserve Account for the purpose specified in Section 5.08(b) or if for any other reason moneys in any Series Subaccount in the Debt Service Reserve Account shall have been removed and in either case if such moneys shall not have been replaced from any source, such amount as shall be necessary to cause either the amount so paid out of or removed from such Series Subaccount in the Debt Service Reserve Account to be replaced, or the amount to be on deposit in such Series Subaccount to be equal to the Debt Service Reserve Requirement attributable to the corresponding Series of Bonds, whichever is less;

*provided* that if there are not sufficient moneys in the Revenue Fund to satisfy the requirements of this subsection (2), all moneys available for distribution among the Series Subaccounts in the Debt Service Reserve Account shall be deposited into the Debt Service Reserve Account and distributed pro rata based on the amount of the deficiencies to the deficient Series Subaccounts in the Debt Service Reserve Account.

*provided, however*, that so long as there shall be held in the Principal and Interest Fund, excluding any Reserve Instrument Coverage, an amount sufficient to pay in full all Outstanding Bonds and all outstanding Repayment Obligations in accordance with their terms (including Principal or applicable sinking fund Redemption Price and interest thereon), no deposits shall be required to be made into the Principal and Interest Fund.

(b) Amounts remaining in the Revenue Fund at the end of each month after payment of the amounts required by subsection (a) of this Section may be applied by the City, free and clear of the lien of the Indenture, to any one or more of the following, to the extent permitted by law: (1) the purchase or redemption of any Bonds and payment of expenses in connection therewith; (2) payments of Principal or redemption price of and interest on any bonds, including general obligation or junior lien revenue bonds of the City; (3) payments into any Project Account or Accounts established in the Construction Fund for application to the purposes of such Accounts; and (4) any other lawful purpose of the City.

(c) Upon any purchase or redemption, pursuant to subsection (b) of this Section, of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established, the principal amount of such Bonds shall be credited toward such Sinking Fund Installments as directed in a Written Certificate or Request of the City, unless the City shall elect to have the Sinking Fund Installments next due credited as provided in Section 5.07(c).

### *Section 5.07. Principal and Interest Fund - Bond Service Account.*

(a) Each Supplemental Indenture providing for the issuance of a Series of Bonds shall establish a separate Series Subaccount in the Bond Service Account for each such Series of Bonds issued; *provided, however,* that such a separate Series Subaccount need not be established in the Principal and Interest Fund for a Series of Bonds if such Series of Bonds is secured by a Series Subaccount in the Debt Service Reserve Account that also secures one or more other Series of Bonds as contemplated by Section 5.08(a) (in which case the Supplemental Indenture may provide for the payment of principal and interest on such Series of Bonds from the same Series Subaccount in the Principal and Interest Fund as the principal and interest on such other Series of Bonds are payable from). There shall be deposited into each Series Subaccount the amounts required to be so deposited pursuant to Section 5.06(a)(1)(A)(i). Any payments made by a Security Instrument Issuer with respect to a Series of Bonds shall be deposited into the Series Subaccount in the Bond Service Account relating to such Series of Bonds, subject to the provisions of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

(b) The Trustee shall pay out of the appropriate Series Subaccount in the Bond Service Account to the respective Paying Agent (1) on or before each interest payment date for each Series of Bonds, the amount required for the interest payable on such date; (2) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (3) on or before any redemption date for each Series of Bonds, the amount required for the payment of Redemption Price of and accrued interest on such Bonds then to be redeemed. Such amounts shall be applied by the Paying Agents to pay Principal Installments and Redemption Price of, and interest on the related Series of Bonds. The Trustee shall pay out of the appropriate Series Subaccount in the Bond Service Account to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. If payment is so made on Pledged Bonds held for the benefit of the Security Instrument Issuer, a corresponding payment on the Security Instrument Repayment Obligation shall be deemed to have been made (without requiring an additional payment by the City) and the Trustee shall keep its records accordingly.

(c) Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, amounts accumulated in any Series Subaccount in the Bond Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) shall, if so directed by the City in a Written Request not less than 30 days before the due date of such Sinking Fund Installment, be applied by the Trustee to (1) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, (2) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms, or (3) any combination of (1) and (2). The applicable sinking fund Redemption Price (or Principal amount of maturing Bonds) of any Bonds so purchased or redeemed shall be deemed to constitute part of the Bond Service Account until such Sinking Fund Installment date for the purpose of calculating the amount of such Account. As soon as practicable after the 60th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption on such due date, by giving notice as required by the Indenture, Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee shall pay out of the appropriate Series Subaccount in the Bond Service Account to the appropriate Paying Agents, on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

***Section 5.08. Principal and Interest Fund - Debt Service Reserve Account.***

(a) Each Supplemental Indenture providing for the issuance of a Series of Bonds shall establish in the Debt Service Reserve Account a separate Series Subaccount for each such Series of Bonds issued *provided, however*, that such a separate Series Subaccount need not be established in the Principal and Interest Fund for a Series of Bonds if such Series of Bonds is secured by a Series Subaccount in the Debt Service Reserve Account that also serves one or more other Series of Bonds. Such Supplemental Indenture shall also specify the Debt Service Reserve Requirement to be on deposit in such Series Subaccount.

(b) If on the third Business Day prior to the end of any month, after the deposit of moneys required by Section 5.06(a)(1)(A)(i), the amount in any Series Subaccount in the Bond Service Account shall be less than the amount required to be in such Series Subaccount, the Trustee shall (1) apply amounts from the corresponding Series Subaccount, if any, in the Debt Service Reserve Account to the extent necessary to make good the deficiency; and (2) to the extent that moneys and investments available in the corresponding Series Subaccount, if any, in the Debt Service Reserve Account are not sufficient to eliminate the deficiency in the Series Subaccount in the Bond Service Account and Reserve Instruments are in effect for the corresponding Series of Bonds, immediately make a demand for payment on all such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof in the appropriate Series Subaccount in the Bond Service Account.

(c) Whenever the moneys on deposit in a Series Subaccount in the Debt Service Reserve Account, including investment earnings and Reserve Instrument Coverage with respect thereto, shall exceed the Debt Service Reserve Requirement for such Series Subaccount, such excess shall be transferred by the Trustee to the corresponding Series Subaccount in the Bond Service Account and shall be used to pay Debt Service on the related Bonds, subject to any limitations contained in the Tax Certificate relating to such Bonds.

(d) Whenever the amount in a Series Subaccount in the Debt Service Reserve Account, excluding any Reserve Instrument Coverage, together with the amount in the corresponding Series Subaccount in the Bond Service Account for a Series of Bonds, is sufficient to pay in full all Outstanding Bonds of such Series and related Repayment Obligations in accordance with their terms (including Principal or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in such Series Subaccount in the Debt Service Reserve Account shall be transferred to the corresponding Series Subaccount in the Bond Service Account and no deposits shall be required to be made into such Series Subaccount in the Debt Service Reserve Account.

(e) Unless otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, in calculating the amount on deposit in a Series Subaccount in the Debt Service Reserve Account, the amount of the Reserve Instrument Coverage for the corresponding Series of Bonds will be treated as an amount on deposit in such Series Subaccount in the Debt Service Reserve Account. The City may deposit a Reserve Instrument into any Series Subaccount in the Debt Service Reserve Account to satisfy all or a portion of the Debt Service Reserve Requirement with respect to the Series of Bonds for which such Series Subaccount was established and upon such deposit may withdraw any moneys in such Series Subaccount in excess of such Debt Service Reserve Requirement.

(f) Unless otherwise specified in the Supplemental Indenture authorizing a Series of Bonds, no Reserve Instrument for such Series of Bonds shall be allowed to expire unless and until cash has been deposited into the appropriate Series Subaccount in the Debt Service Reserve Account, or a new Reserve Instrument has been issued in place of the expiring Reserve Instrument, in an amount or to provide coverage at least equal to the Debt Service Reserve Requirement for the corresponding Series of Bonds.

***Section 5.09. Purchase of Bonds.*** The City may, to the extent permitted under applicable law and covenants, including any covenants contained in any Tax Certificate, purchase Bonds of any Series from any available funds at public or private sale, as and when and at such prices as the City may in its discretion determine. All Bonds so purchased shall at such times as shall be selected by the City be delivered to and cancelled by the Trustee or any Registrar and shall thereafter be delivered to, or upon the order of, the City, and no Bonds shall be issued in place thereof. In the case of the purchase of Bonds of a Series and maturity for which Sinking Fund Installments shall have been established, the City shall, by a Written Request of the City delivered to the Trustee, elect the manner in which the Principal amount of such Bonds shall be credited toward Sinking Fund Installments, consistent with the procedures of Section 5.07(c).

## ARTICLE VI

## GENERAL COVENANTS

***Section 6.01. Punctual Payment of Bonds.*** The City will punctually pay or cause to be paid, solely from the Revenues and funds pledged therefor pursuant to the Indenture, the principal or Redemption Price and the interest to become due in respect of all the Bonds in strict conformity with the terms of the Bonds and the City will punctually pay or cause to be paid all Sinking Fund Installments which may be established for any Series of Bonds.

***Section 6.02. Construction of Projects.*** Once the City has determined to construct a Project and issued Bonds with respect to such Project, the City will promptly commence, or cause to be commenced, the construction of such Project and will continue, or cause to be continued, the same to completion with all practicable dispatch, and such Project will be constructed in a sound and economic manner.

***Section 6.03. No Impairment of Revenues.*** Pursuant to Section 11-14-17.5(2)(d) of the Utah Municipal Bond Act, (i) the ordinances, resolutions or other enactments of the Council imposing the sales taxes constituting the Revenues and pursuant to which such sales taxes are being collected and (ii) the obligation of the City to levy, collect and allocate the sales taxes constituting the Revenues and to apply the Revenues as provided in the Indenture, shall be irrevocable so long as the Bonds are Outstanding and are not subject to amendment in any manner which would impair the rights of the Bondholders or which would in any way jeopardize the timely payment of the principal of or interest on the Bonds when due.

***Section 6.04. Against Encumbrances; Further Assurances.***

(a) The City will not sell, convey, mortgage, encumber, pledge or otherwise dispose of any part of the Revenues except as provided in the Indenture; *provided, however,* that nothing contained herein shall prevent the City from issuing, if and to the extent permitted by law, indebtedness having a lien on Revenues subordinated to that of the Bonds..

(b) The City will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further accounts, instruments and transfers as may be reasonably required for the better assuring, pledging and confirming to the Trustee all and singular the Revenues and the other amounts pledged hereby to the payment of the principal of, Redemption Price and interest on the Bonds.

***Section 6.05. Covenant of State of Utah.*** Pursuant to Section 11-14-17.5(3) of the Utah Municipal Bond Act, the State pledges and agrees with the Bondholders, Security Instrument Issuers and Reserve Instrument Issuers that the State will not alter, impair or limit the Revenues in a manner that reduces the amounts to be rebated to the City which are devoted or pledged by the Indenture until the Bonds, together with applicable interest, are fully met and discharged; *provided, however*, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the Bondholders, Security Instrument Issuers and Reserve Instrument Issuers.

***Section 6.06. Accounts and Reports.***

(a) The City will at all times keep, or cause to be kept, proper books of record and accounts, separate and apart from all other records and accounts of the City, in which complete and accurate entries shall be made of all transactions relating to the Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Trustee, the Holders of not less than five percent (5%) of any Series of Bonds then Outstanding, any Security Instrument Issuer, any Reserve Instrument Issuer, any party specified by a Supplemental Indenture, or their representatives authorized in writing.

(b) The City will place on file with any party specified by a Supplemental Indenture annually within six (6) months after the close of each Fiscal Year, a financial statement in reasonable detail for the preceding Fiscal Year showing the receipt and disposition of all Revenues and the balances of all Funds as of the end of each Fiscal Year, which financial statement and balance sheet shall be accompanied by an Accountant's Certificate. Each such financial statement, in addition to whatever matters may be thought proper by the Independent Public Accountant to be included therein, shall include the following:

(1) An analysis of all Funds provided for herein, setting out as to each all deposits and disbursements made during the Fiscal Year and the amount in each Fund at the end of the Fiscal Year; and

(2) Such other matters as may be required by Supplemental Indenture.

Simultaneously with the filing of such financial statement, there shall be filed with any party specified by a Supplemental Indenture a report of indenture compliance review conducted by the firm of Independent Public Accountants which signed the Accountants' Certificate accompanying the financial statement.

(c) The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of the Indenture shall be available for inspection of Bondholders, Security Instrument Issuers and Reserve Instrument Issuers at the principal corporate trust office of the Trustee and, upon the Written Request of the City, shall be mailed to each Bondholder, Security Instrument Issuer and Reserve Instrument Issuer who shall file a written request therefor with the City.

(d) The City shall file with the Trustee and with any party specified by a Supplemental Indenture (1) immediately upon becoming aware of any Event of Default or other default in the performance by the City of any covenant, agreement or condition contained in the Indenture, a Written Certificate of the City specifying such default; and (2) not later than six (6) months following the end of each Fiscal Year a Written Certificate of the City stating that, to the best of the knowledge and belief of the Authorized Officer of the City executing such Written Certificate, except for any default then existing which shall have been specified in the Written Certificate of the City referred to in (1) above, the City has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Indenture and there does not exist at the date of such Written Certificate any default by the City under the Indenture or any Event of Default or other event which, with the lapse of time specified in Section 9.0l, would become an Event of Default, or, if any such default or Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

***Section 6.07. Maintenance of Paying Agents.*** The Trustee shall pay to each Paying Agent, to the extent of the moneys held by the Trustee for such payment, funds for the prompt payment of the principal and Redemption Price of and interest on the Bonds of such Series presented at any such place of payment.

***Section 6.08. Compliance with Indenture.*** The City will not issue any Bonds in any manner other than in accordance with the provisions of the Indenture and will not suffer or permit any default to occur under the Indenture, but will faithfully observe and perform all the covenants, conditions and requirements hereof. The City 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 the Indenture, and for the better assuring and confirming unto the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers of the rights, benefits and security provided in the Indenture. The City for itself, its successors and assigns, represents, covenants and agrees with the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers as a material inducement to the purchase of the Bonds and the issuance of the Security Instruments and the Reserve Instruments, that so long as any of the Bonds shall remain Outstanding and the principal or Redemption Price thereof or interest thereon shall be unpaid or unprovided for, it will faithfully perform all of the covenants and agreements contained in the Indenture and the Bonds.

***Section 6.09. Power to Issue Bonds and Pledge Revenues and Other Funds.*** The City is duly authorized under all applicable laws to create and issue the Bonds and to adopt the Indenture and to pledge the Revenues and other moneys, securities and funds purported to be pledged by the Indenture in the manner and to the extent provided in the Indenture. The Bonds and the provisions of the Indenture are and will be the valid and legally enforceable obligations of the City in accordance with their terms and the terms of the Indenture. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other moneys, securities and Funds pledged under the Indenture and all the rights of the Bondholders, the Security Instrument Issuers and the Reserve Instrument Issuers under the Indenture against all claims and demands of all persons whomsoever.

***Section 6.10. General.***

(a) The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of the Act and the Indenture.

(b) The City covenants that upon the date of authentication and delivery of any of the Bonds, all acts, conditions and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened and have been performed in regular and in due time, form and manner as required by law and the City will have duly and regularly complied with all applicable provisions of law and will be duly authorized to issue the Bonds under the Act in the manner and upon the terms as in the Indenture provided.

## ARTICLE VII

## THE TRUSTEE, THE PAYING AGENTS AND THE TRANSFER AGENTS

***Section 7.01. Trustee.***

(a) The City hereby appoints U.S. Bank National Association, as the initial Trustee hereunder to act as the legal depositary of the City for the purpose of receiving all moneys which the City is required to pay to the Trustee hereunder and to hold, allocate, use and apply the same as provided in the Indenture. The Trustee hereby accepts and agrees to execute the trusts hereby created upon the terms set forth herein. The Trustee shall act as the legal depositary of the City for the purpose of receiving all moneys which the City is required to pay to the Trustee hereunder, and to hold, allocate, use and apply the same as provided in the Indenture. The Trustee shall also act as registrar and Transfer Agent for the Bonds, with the duties herein provided, and shall also act in accordance with the duties specified in Section 3.02(a). In acting as registrar and Transfer Agent, the Trustee shall be the agent of the City.

(b) The Trustee may at any time resign or be discharged of its duties and obligations hereby created by giving not less than 60 days' written notice to the City, specifying the date when such resignation shall take effect, and mailing notice thereof to the Holders of all Bonds then Outstanding, and such resignation shall take effect on the day specified in such notice unless previously a successor shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor; *provided, however*, that such resignation of the Trustee shall in no event take effect until such successor shall have been appointed and accepted the duties of Trustee.

(c) The City may at any time remove the Trustee initially appointed or any successor thereto by a Written Certificate of the City providing for such removal, for the appointment of a successor, and for the effective date of the change of Trustee; *provided, however*, that such removal of the Trustee shall in no event take effect until such successor shall have been appointed and accepted the duties of Trustee by the execution of a Supplemental Indenture. A copy of such Written Certificate of the City shall be mailed by first class mail to the Trustee.

(d) Notice of the resignation or removal of the Trustee and the appointment of a successor shall be mailed by first class mail to the registered Holders of all Bonds then Outstanding and to each Security Instrument Issuer and Reserve Instrument Issuer then having a Security Instrument or Reserve Instrument outstanding, within 30 days after delivery of the Written Certificate of the City providing for such appointment. Any successor Trustee appointed by the City subsequent to the issuance of the first Series of Bonds issued hereunder shall be a bank or trust company with a capital, undivided profits and surplus of not less than $50,000,000.

(e) If no successor Trustee shall have been appointed and shall have accepted appointment within 45 days of giving notice of the resignation or removal of the Trustee as aforesaid, the Trustee or any Bondholder (on behalf of himself and all other Bondholders) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee.

***Section 7.02. Paying Agents; Appointment and Acceptance of Duties; Removal.*** The City shall appoint Paying Agents for the Bonds of each Series pursuant to Supplemental Indentures. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the City and to the Trustee a written acceptance thereof. The City may remove any Paying Agent and any successor thereto, and appoint a successor or successors thereto; *provided, however*, that any such Paying Agent



designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the Principal and Redemption Price of and interest on the Bonds until the designation of a successor as such Paying Agent. Each Paying Agent is hereby authorized to redeem Bonds when duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

***Section 7.03. Terms and Conditions of the Trusts.*** Notwithstanding any other provision of this Indenture to the contrary, the Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations of the Trustee shall be read into this Indenture. Subject to Article IX and Section 7.03(l) hereof, the designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the Principal and Redemption Price of and interest on the Bonds until the designation of a successor as such Paying Agent. Each Paying Agent is hereby authorized to redeem Bonds when duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

***Section 7.03. Terms and Conditions of the Trusts.*** Notwithstanding any other provision of this Indenture to the contrary, the Trustee shall, prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations of the Trustee shall be read into this Indenture. Subject to Article IX and Section 7.03(l) hereof, the Trustee shall, during the existence of any Event of Default (which has not been cured), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. The Trustee shall perform such duties, rights and powers only upon and subject to the following express terms and conditions:

(a) The Trustee shall perform such duties and only such duties as are specifically set forth in the Indenture. The duties and obligations of the Trustee shall be determined solely by the express provisions of the Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Indenture, and no implied covenants or obligations shall be read into the Indenture against the Trustee.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of any of the same who have been selected by it with ordinary care in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney for the City or any other attorneys, if, in the case of such other attorneys, they are approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice. The Trustee shall not be liable for any error of judgment made in good faith by any of its officers or employees unless it shall be proved that the Trustee was negligent in ascertaining pertinent facts.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the City herein set forth; but the Trustee may require of the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The

Trustee shall have no obligation to perform any of the duties of the City under the Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner or pledgee of Bonds secured hereby with the same rights which it would have if not Trustee. To the extent permitted by law, the Trustee may also receive tenders and purchase in good faith Bonds from itself, including any department, affiliate or subsidiary, with like effect as if it were not Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to the Indenture, upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in Principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Indenture.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Written Certificate of the City as sufficient evidence of the facts therein contained and shall also be at liberty to accept a similar Written Certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Recorder to the effect that a resolution in the form therein set forth has been adopted by the City as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except:

(1) Failure by the City to cause to be made any of the payments to the Trustee required to be made pursuant to Article V;



(2) Failure of the City to file with the Trustee any document required by the Indenture to be so filed prior to or subsequent to the issuance of the Bonds; or

(3) Any default with respect to a Security Instrument Agreement or a Reserve Instrument Agreement as to which any of the parties thereto has notified the Trustee in writing;

*provided* that the Trustee shall be required to take notice or be deemed to have notice of any default hereunder if specifically notified in writing of such default by the Holders of not less than 10% in aggregate Principal amount of Bonds then Outstanding, by any Security Instrument Issuer or by any Reserve Instrument Issuer, and all notices or other instruments required by the Indenture to be delivered to the Trustee must, in order to be

(2) Failure of the City to file with the Trustee any document required by the Indenture to be so filed prior to or subsequent to the issuance of the Bonds; or

(3) Any default with respect to a Security Instrument Agreement or a Reserve Instrument Agreement as to which any of the parties thereto has notified the Trustee in writing;

*provided* that the Trustee shall be required to take notice or be deemed to have notice of any default hereunder if specifically notified in writing of such default by the Holders of not less than 10% in aggregate Principal amount of Bonds then Outstanding, by any Security Instrument Issuer or by any Reserve Instrument Issuer, and all notices or other instruments required by the Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee and in the absence of such notice, the Trustee may conclusively assume there is no default except as aforesaid;

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all books, papers and records of the City pertaining to the Revenues and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in the Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds or any action whatsoever within the purview of the Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee reasonably deemed desirable by it for the purpose of establishing the right of the City to the authentication of any Bonds or the taking of any other action by the Trustee.

(l) The Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by the Indenture at the request, order or direction of any of the Bondholders, Security Instrument Issuers or Reserve Instrument Issuers pursuant to the provisions of the Indenture, unless such Bondholders, Security Instrument Issuers or Reserve Instrument Issuers shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by mandatory provisions of law.

(n) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, appraisal, Bond or other paper or document, unless requested in writing to do so by (i) the Holders of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) any Security Instrument Issuer of a Security Instrument then in full force and effect and not in default on a payment obligation or (iii) any Reserve Instrument Issuer of a Reserve Instrument then in full force and effect and not in default on a payment obligation; *provided*, that, if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not reasonably assured to the Trustee by the security afforded to it by the terms of the Indenture, the Trustee may require reasonable indemnity against such expenses or liabilities as a condition to so proceeding. The reasonable expense of every such inquiry or examination shall be paid by the City or, if paid by the Trustee, shall be repaid by the City.

(o) The Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion, rights or powers conferred upon it by the Indenture.

(p) None of the provisions contained in the Indenture shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it.

(q) The Trustee shall not be obligated to take or omit to take any action hereunder if, upon the basis of advice of counsel selected by it, the Trustee determines it would be unlawful to take or omit to take such action.

(r) The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to any Series of Bonds.

(s) The Trustee shall not be liable for actions taken at the direction of Bondholders or Security Instrument Issuer pursuant to the provisions of Article IX.

***Section 7.04. Intervention by the Trustee.*** In any judicial proceeding to which the City is a party and which in the opinion of the Trustee has a substantial bearing on the interests of Holders of the Bonds, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by (i) the Holders of a majority of the aggregate Principal amount of Bonds then Outstanding or (ii) any Security Instrument Issuer of a Security Instrument then in full force and effect and not in default on a payment obligation. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

***Section 7.05. Successor Trustee.*** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business or assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become a successor Trustee hereunder and vested with all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of the Trustee or the City, anything herein to the contrary notwithstanding.

***Section 7.06. Concerning Any Successor Trustee.*** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the City a Supplemental Indenture accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the Written Request of the City, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its or his successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estates, properties, rights, powers, trusts, duties and obligations hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. Any Trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such Trustee to secure any amounts then due it pursuant to the provisions of Section 7.07 hereof.

***Section 7.07. Compensation of the Trustee and Its Lien.*** The City covenants and agrees to pay to the Trustee from time to time and the Trustee shall be entitled to, reasonable compensation and, except as otherwise expressly provided, the City covenants and agrees to pay or reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of the Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ including but not limited to any Paying Agent, Transfer Agent or Depository) except any such expense, disbursement or advance as may arise from its negligence or bad faith. The City also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim of liability in the premises. The obligations of the City under this Section to compensate and indemnify the Trustee and to pay or reimburse the Trustee for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall survive the satisfaction and discharge of the Indenture. Such additional indebtedness shall be secured by a lien prior to that of the Bonds upon all property and funds held or collected by the Trustee as such, except funds held in trust for the benefit of the Holders of particular Bonds.

***Section 7.08. Appointment of Co-Trustee.*** It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under the Indenture, and in particular in case of the enforcement thereof on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by the Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such estates, properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. In case any separate trustee or co-trustee, or a successor to either of them shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

***Section 7.09. Appointment, Duties and Term of Remarketing Agent.*** The City may pursuant to a Supplemental Indenture appoint one or more Remarketing Agents from time to time to purchase or remarket Put Bonds.

***Section 7.10. Appointment, Duties and Term of Additional Transfer Agents.*** The City may appoint one or more Transfer Agents from time to time in addition to the Trustee to transfer and authenticate Bonds. Each appointment of a Transfer Agent other than the Trustee shall be made by a Supplemental Indenture which shall, among other things, specify the duties, qualifications and term of such Transfer Agent and the conditions under which such Transfer Agent may resign, be removed or be replaced. Each Transfer Agent other than the Trustee shall signify its acceptance of the duties imposed upon it pursuant to the Indenture by depositing with the City and the Trustee a written acceptance of such duties, together with a certificate stating that the Transfer Agent is duly qualified to perform such duties under the terms of the Indenture and under all applicable local, state and federal laws.

## ARTICLE VIII

## MODIFICATION OR AMENDMENT OF INDENTURE

***Section 8.01. Amendments Permitted.***

(a) The Indenture or any Supplemental Indenture and the rights and obligations of the City and of the Holders of the Bonds may be modified or amended at any time by a Supplemental Indenture and pursuant to the affirmative vote at a meeting of Bondholders, or with the written consent without a meeting, (1) of the Holders of at least a majority in Principal amount of the Bonds then Outstanding, and (2) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Holders of at least a majority in Principal amount of the Bonds of each Series so affected and then Outstanding, and (3) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of at least a majority in Principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Installment and then Outstanding; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series remain Outstanding, the consent of the Holders of Bonds of such Series shall not be required and Bonds of such Series shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section.

(b) The Indenture or any Supplemental Indenture and the rights and obligations of the City, the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers may also be modified or amended at any time by a Supplemental Indenture, without notice to or the consent of any Bondholders for any of the following purposes:

(1) to add to the covenants and agreements of the City contained in the Indenture, to add other covenants and agreements thereafter to be observed, to pledge or provide additional security hereunder or to surrender any right or power herein reserved to or conferred upon the City;

(2) to make such provisions for the purpose of curing any ambiguity, or of curing or correcting any defective provision contained in the Indenture or in regard to questions arising under the Indenture, as the City may deem necessary or desirable, and which shall not adversely affect the interests of the Holders of the Bonds;

(3) to provide for the issuance of a Series of Bonds in accordance with the provisions of Article II;

(4) to provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code Annotated 1953, as amended, or any successor provision of law or to modify or eliminate the book-entry registration system for any of the Bonds;

(5) to confirm, as further assurance, any pledge of or lien on the Revenues or any other moneys, securities or funds subject or to be subjected to the lien of this Indenture;

(6) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;

(7) to modify, alter, amend or supplement this Indenture or any Supplemental Indenture in any other respect which in the judgment of the Trustee is not materially adverse to the Holders of the Bonds; *provided, however,* that any such modification, alteration, amendment or supplement pursuant to this Section 8.01(b)(7) shall not take effect until the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation thereunder shall have consented in writing to such modification, alteration, amendment or supplement; *provided further* that in determining whether any such modification, alteration, amendment or supplement is materially adverse to the Holders of the Bonds, the Trustee shall consider the effect on the Holders as if there were no Security Instrument with respect to the Bonds;

(8) to make any change which in the judgment of the Trustee shall not materially adversely affect the rights or interests of the Holders of any Outstanding Bonds requested by a Rating Agency in order to obtain or maintain any rating on the Bonds or by a Security Instrument Issuer or Reserve Instrument Issuer in order to insure or provide other security for any Bonds;

(9) to make any change necessary (A) to establish or maintain the exemption from federal income taxation of interest on any Series of Bonds as a result of any modifications or amendments to Section 148 of the Code (or any successor provision of law) or interpretations thereof by the Internal Revenue Service, or (B) to comply with the provisions of Section 148(f) of the Code (or any successor provision of law), including provisions for the payment of all or a portion of the investment earnings of any of the Funds established hereunder to the United States of America;

(10) if the Bonds affected by such change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, *provided* that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(11) if the Bonds affected by such change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, *provided* that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(12) to the extent permitted by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental

Indenture may be modified or amended if the City delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project and (2) a Written Certificate of the City setting forth the costs of the Project and an Estimated Completion Date and certifying that such amendment will not adversely affect the City's ability to comply with the provisions of the Indenture;

(13) to provide for the appointment of a successor Trustee, a Paying Agent, a separate or co-trustee pursuant to Section 7.08, a Remarketing Agent or a Transfer Agent;

(14) to provide for uncertificated Bonds or for the issuance of coupons and bearer Bonds or Bonds registered only as to principal, but only to the extent that such would not adversely affect the Tax-Exempt status of the Bonds;

(15) to provide the procedures required to permit any Holder to separate the right to receive interest on the Bonds from the right to receive principal thereof and to sell or dispose of such right as contemplated by Section 1286 of the Code;

(16) to provide for the appointment or replacement of a Security Instrument Issuer or a Reserve Instrument Issuer or for an additional Security Instrument Issuer or an additional Reserve Instrument Issuer following the occurrence of an event of default under the respective Security Instrument or Reserve Instrument, as applicable, or to provide for an additional Security Instrument Issuer following the withdrawal or suspension or reduction below the Rating Category of AAA, Aaa or any equivalent rating by any rating agency of the long-term ratings of the Security Instrument Issuer provided that the Security Instrument provided by the replacement or additional Security Instrument Issuer would result in a long-term rating on the Bonds equal to the Rating Category of AAA, Aaa or any equivalent rating by any Rating Agency;

(17) to provide for the pledge of additional monies, funds or other assets to secure payment of one or more Series of Bonds; and

(18) to correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are incorrect.

No modification or amendment shall be permitted pursuant to subparagraph (1), (7), (8), (10), (11), (12) or (16) unless the City delivers to the Trustee an Opinion of Counsel of nationally recognized standing in the field of law relating to municipal bonds to the effect that such modification or amendment will not adversely affect the tax-exempt status or validity of any Bonds affected by such modification or amendment.

(c) No modification or amendment permitted by this Section shall (1) extend the fixed maturity of any Bond, or reduce the Principal amount or Redemption Price thereof, or reduce the rate or extend the time of payment of interest thereon, without the consent of the Holder of each Bond so affected, or (2) reduce the aforesaid percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of the Indenture, without the consent of the Holders of all of the Bonds then Outstanding, or (3) without its written consent thereto, modify any of the rights or obligations of the Trustee.

(d) Each Supplemental Indenture authorized by this Section shall become effective as of the date of its execution and delivery or such other date as shall be specified in such Supplemental Indenture.

(e) No amendment shall be permitted pursuant to this Section 8.01 which shall affect (1) the rights or duties of a Security Instrument Issuer or Reserve Instrument Issuer of a Security Instrument or a Reserve Instrument as the case may be, then in full force and effect and not in default on a payment obligation, or (2) the Series of Bonds for which a Security Instrument Issuer or Reserve Instrument Issuer provides security, without the consent of such Security Instrument Issuer or Reserve Instrument Issuer as the case may be.

(f) Notwithstanding any provisions of the Indenture to the contrary, a Supplemental Indenture providing for the issuance by a Security Instrument Issuer of a Security Instrument in connection with a Series of Bonds issued under the Indenture may provide, among other provisions, that the Security Instrument Issuer shall at all times, so long as the Series of Bonds remains Outstanding, be deemed to be the exclusive owner of all of the Bonds of such Series for the purpose of consenting to the execution and delivery of a Supplemental Indenture pursuant to the provisions of Section 8.01(a).

***Section 8.02. Bondholders' Meetings.***

(a) The Trustee may, and upon the Written Request of the City shall, at any time, call a meeting of the Holders of Bonds, to be held at such place as may be selected by the Trustee and specified in the notice calling such meeting. Written notice of such meeting, stating the time and place of the meeting and in general terms the business to be submitted, shall be mailed by the Trustee, postage prepaid, not less than 30 nor more than 60 days before such meeting, to any Security Instrument Issuer or Reserve Instrument Issuer that is in full force and effect with respect to any Series of Bonds Outstanding and to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the Bond register of the City. The cost and expense of the giving of such notice shall be borne by the City, and the Trustee shall be reimbursed by the City for any expense incurred by it.

(b) Prior to calling any meeting of the Holders of Bonds, the Trustee shall adopt regulations for the holding and conduct of such meeting, and copies of such regulations shall be filed at the principal corporate trust office of the Trustee and at the office of the City and shall be open to the inspection of all Bondholders. The regulations shall include such provisions as the Trustee may deem advisable for evidencing the ownership of Bonds, for voting in person or by proxy, for the selection of temporary and permanent officers to conduct the meeting and inspectors to tabulate and canvass the votes cast thereat, the adjournment of any meeting and the records to be kept of the proceedings of such meeting, including rules of order for the conduct of such meeting and such other regulations as, in the opinion of the Trustee, may be necessary or desirable.

(c) No resolution adopted by such meeting of Bondholders shall be binding unless and until a valid Supplemental Indenture has been executed and delivered containing the modifications or amendments authorized by the resolution adopted at such meeting. Such Supplemental Indenture shall become effective upon the filing with the Trustee of the resolution adopted at such meeting and such Supplemental Indenture.

***Section 8.03. Amendment by Written Consent.*** The City may at any time execute and deliver a valid Supplemental Indenture amending the provisions of the Bonds or of the Indenture or any Supplemental Indenture, to the extent that such an amendment is permitted by this Article, to become effective when and as approved by written consent of the Bondholders, and any necessary Security Instrument Issuers and Reserve Instrument Issuers, and as provided in this Section. Such Supplemental Indenture shall not be effective unless there shall have been filed with the City or the Trustee the written consents of the necessary number of Holders of the Bonds then Outstanding and the consents of any necessary Security Instrument Issuers and Reserve Instrument Issuers, and a notice shall have been published as hereinafter in this Section provided. It shall not be necessary for any consent under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof. Each consent of a Bondholder shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 12.04. Any such consent shall be binding upon the Holder of the Bonds giving such consent and on any subsequent Holder thereof (whether or not such subsequent Holder has notice thereof) unless such consent is revoked in writing by the Holder of the Bonds giving such consent or a subsequent Holder thereof by filing such revocation with the City and the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed. Notice of the execution and delivery of such Supplemental Indenture shall be mailed by the City to Bondholders (but failure to mail copies of such notice shall not affect the validity of the Supplemental Indenture when assented to by the requisite percentage of the Holders of the Bonds as aforesaid) and to each Security Instrument Issuer and Reserve Instrument Issuer of a Security Instrument or a Reserve Instrument as the case may be, then in full force and effect and not in default in a payment obligation.

***Section 8.04. Disqualified Bonds.*** Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds in this Article provided for, and neither the City nor any owner or Holder of such Bonds shall be entitled to vote or consent to, or to take, any other action provided for in this Article. Any Pledged Bonds shall be deemed Outstanding and, for the purposes of any vote, shall be considered to be owned by the appropriate Security Instrument Issuer.

***Section 8.05. Effect of Modification or Amendment.*** When any Supplemental Indenture modifying or amending the provisions of the Indenture or any Supplemental Indenture shall become effective, as provided in this Article, the Indenture or such Supplemental Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, duties and obligations under the Indenture or such Supplemental Indenture of the City, the Trustee, any Security Instrument Issuer, any Reserve Instrument Issuer, and all Holders of Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Indenture shall be and be deemed to be part of the terms and conditions of the Indenture or the modified or amended Supplemental Indenture for any and all purposes.

***Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments.*** The City or the Trustee may determine that Bonds executed and delivered after the effective date of a Supplemental Indenture executed and delivered as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the City, as to the modification or amendment provided for by such Supplemental Indenture. In that case, upon demand of the Holder of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the principal corporate trust operations office of the Trustee or at such other office as the Trustee may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Supplemental Indenture, shall be prepared, executed and delivered. In that case, upon demand of the Holder of any Bond then Outstanding, such new Bonds shall be exchanged at the principal corporate trust operations office of the Trustee without cost to any Bondholder, for Bonds then Outstanding, upon surrender of such Bonds.

***Section 8.07. Irrevocable Consent.*** Subject to Section 8.03, any consent pursuant to the provisions of this Article by any Holder of a Bond shall be irrevocable, and shall be conclusive and binding upon all future Holders of the same Bond delivered on transfer thereof or in exchange therefor or in replacement thereof.

## ARTICLE IX

## EVENTS OF DEFAULT AND REMEDIES OF BONDHOLDERS

***Section 9.01. Events of Default.*** The occurrence of one or more of the following events shall constitute an *"Event of Default"*:

(a) failure by the City to make the due and punctual payment of the Principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption or otherwise;

(b) failure by the City to make the due and punctual payment of any installment of interest on any Bond or any Sinking Fund Installment when and as such interest installment or Sinking Fund Installment shall become due and payable;

(c) failure by the City to observe any of the covenants, agreements or conditions on its part contained in the Indenture or in the Bonds contained, and failure to remedy the same for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the City by the Trustee, or to the City and the Trustee by the Holders of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding;

(d) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Chapter 9 of Title 11, United States Code (as the same may from time to time be hereafter amended), or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors are instituted by or against the City and, if instituted against the City, said proceedings are consented to or are not dismissed within 30 days after such institution; or

(e) any event specified in a Supplemental Indenture as constituting an Event of Default under the Indenture;

*provided* that any failure by the City to make payment as described in subparagraph (a) or (b) of this Section shall not constitute an Event of Default with respect to any Bond if the Supplemental Indenture authorizing the issuance of such Bond provides that due and punctual payment by a Security Instrument Issuer or a Reserve Instrument Issuer shall not give rise to an Event of Default and such payment is, in fact, duly and punctually made.

The Trustee shall give notice to any Security Instrument Issuer or Reserve Instrument Issuer of any Event of Default known to the Trustee within 30 days after it has knowledge thereof.

***Section 9.02. Remedies.***

(a) Upon the occurrence and continuance of an Event of Default:

(i) the Trustee may proceed, and

(ii) upon the written request of (x) the Holders of a majority of the Principal amount of the Outstanding Bonds, (y) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure a majority in aggregate Principal amount of the Bonds then Outstanding, or (z) any combination of Bondholders and Security Instrument Issuers described under clauses (x) and (y) representing a majority in aggregate Principal amount of the Bonds at the time Outstanding, shall proceed,

to protect and enforce its rights and the rights under the Indenture of the Bondholders, the Security Instrument Issuers and the Reserve Instrument Issuers forthwith by any available remedy, including, without limitation, suit or suits in equity or at law, whether for the payment of any amount due hereunder or on the Bonds, or for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or any remedy granted under the Act, or for an accounting against the City, as if the City were the trustee of an express trust, or in the enforcement of any other legal or equitable right, as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under the Indenture.

(b) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Holders or other parties as plaintiffs or defendants.

(c) No delay in exercising or omission to exercise any remedy, right or power accruing upon any Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be exercised from time to time and as often as may be deemed to be expedient.

(d) In case the Trustee shall have proceeded to enforce any remedy, right or power under this Indenture in any suit, action or proceedings, and the suit, action or proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then the City, the Trustee, the Bondholders, the Security Instruments Issuers and the Reserve Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceedings had been taken.

***Section 9.03. Accounting and Examination of Records After Default.*** The City covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and accounts of the City and all other records of the City relating to the Revenues shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys. The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under the Resolution for such period as shall be stated in such demand.

***Section 9.04. Application of Revenues and Other Moneys after Default.***

(a) During the continuance of an Event of Default, the Trustee shall apply Revenues and such moneys, securities and funds and the income therefrom as follows and in the following order, *provided* that moneys held in any Series Subaccount in the Bond Service Account or in the Debt Service Reserve Account or received under any Security Instrument shall not be used for purposes other than payment of the interest and Principal or Redemption Price then due on the Series of Bonds corresponding to such Series Subaccount or such Security Instrument in accordance with paragraph (3) of this Section:

(1) to the payment of the reasonable and proper charges and expenses of the Trustee and the reasonable fees and disbursements of its counsel;

(2) to the payment of the interest and Principal or Redemption Price then due on the Bonds and Security Instrument Repayment Obligations, as follows:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the Security

Instrument Repayment Obligations in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the persons entitled thereto of the unpaid Principal or Redemption Price of any Bonds and Security Instrument Repayment Obligations which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds and Security Instrument Repayment Obligations due on any date, then to the payment thereof ratably, according to the amounts of Principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(3) to the payment of all obligations owed to all Reserve Instrument Issuers according to the amounts due without any discrimination or preference.

(b) If and whenever all overdue installments of interest on all Bonds and Repayment Obligations, together with the reasonable and proper charges and expenses of the Trustee, and all other sums payable by the City under the Indenture, including the Principal and Redemption Price of and accrued unpaid interest on all Bonds and Repayment Obligations which shall then be payable, shall either be paid by or for the account of the City, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee and the Repayment Obligations shall be made good or secured to the satisfaction of the Security Instrument Issuers and the Reserve Instrument Issuers as appropriate, or provision deemed by the Trustee and, in the case of Repayment Obligations, to the Security Instrument Issuers and the Reserve Instrument Issuers, as appropriate, to be adequate shall be made therefor, the Trustee shall pay over to the City all such Revenues then remaining unexpended in the hands of the Trustee (except Revenues deposited or pledged, or required by the terms of the Indenture to be deposited or pledged, with the Trustee), and thereupon the City and the Trustee shall be restored, respectively, to their former positions and rights under the Indenture, and all Revenues shall thereafter be applied as provided in Article V. No such payment over to the City by the Trustee or resumption of the application of Revenues as provided in Article V shall extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

### *Section 9.05. Rights and Remedies of Bondholders.*

(a) No Holder of any Bond, any Security Instrument Issuer or Reserve Instrument Issuer shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(1) such Holder, Security Instrument Issuer or Reserve Instrument Issuer has previously given written notice to the Trustee of a continuing Event of Default;

(2) either (x) the Holders of not less than 25% in aggregate Principal amount of the Outstanding Bonds, (y) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure 25% in aggregate Principal amount of the Bonds at the time Outstanding, or (z) any combination of Bondholders and Security Instrument Issuers described in clauses (x) and (y) representing not less than 25% in aggregate Principal amount of the Bonds at the time Outstanding, shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holders or Security Instrument Issuers have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceedings; and

(5) no direction inconsistent with such written request has been given to the Trustee during such 60 day period by (1) the Holders of a majority in Principal amount of the Outstanding Bonds, (2) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure a majority in aggregate Principal amount of the Bonds then Outstanding, or (3) any combination of Bondholders and Security Instrument Issuers described in clauses (1) and (2) representing a majority in aggregate Principal amount of the Bonds at the time Outstanding;

it being understood and intended that no one or more Holders of Bonds or Security Instrument Issuers shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other such parties, or to obtain or to seek to obtain priority or preference over any other such parties or to enforce any right under this Indenture, except in the manner herein and therein provided and for the equal and ratable benefit of all such parties in accordance with the provisions of the Indenture.

(b) Notwithstanding any other provision in this Indenture, the Holder of any Bond shall have the right which is absolute and unconditional to receive payment of the Principal of, Redemption Price and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date of such Bond) and to institute suit for the enforcement of any such payment, subject only to any conditions of any Security Instrument Issuer providing a Security Instrument securing such Bond. Such right to receive payment shall not be impaired without the consent of such Holder.

(c) (i) The Holders of a majority of the Principal amount of the Outstanding Bonds, (ii) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure a majority in aggregate Principal amount of the Bonds then Outstanding, or (iii) any combination of Bondholders and Security Instrument Issuers described under clauses (i) and (ii) representing a majority in aggregate Principal amount of the Bonds at the time Outstanding, shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, *provided* that:

(1) such direction shall not be in conflict with any rule of law or this Indenture,

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders and Security Instrument Issuers not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

***Section 9.06. Appointment of Receiver.*** Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders, the Security Instrument Issuers and the Reserve Instrument Issuers, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the trust estate created hereby, including, without limitation, the proceeds of the sale of the Bonds, the Revenues and the Funds, including the investments, if any, thereof, pending such proceedings, with such powers as a court making such appointments shall confer.

***Section 9.07. Non-Waiver.*** Nothing in this Article or in any other provision of the Indenture or in the Bonds shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the Principal and Redemption Price of and interest on the Bonds and the Repayment Obligations to the respective Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers, as appropriate, at the respective dates of maturity, or upon call for redemption, as herein provided, out of the Revenues, Funds and other moneys, securities and funds herein pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Holders, Security Instrument Issuers or Reserve Instrument Issuers, as appropriate, to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and Repayment Obligations. No delay or omission of the Trustee or of any Holder of the Bonds or, with respect to Repayment Obligations, of any Security Instrument Issuer or Reserve Instrument Issuer as appropriate, to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or to the Holders of Bonds or, with respect to Repayment Obligations, to Security Instrument Issuers and Reserve Instrument Issuers, as appropriate, may be exercised from time to time and as often as shall be deemed expedient by the Trustee, the Holders of the Bonds, the Security Instrument Issuers and the Reserve Instrument Issuers.

***Section 9.08. Remedies Not Exclusive.*** No remedy herein conferred upon or reserved to the Trustee or to the Holders of Bonds or, with respect to Repayment Obligations, to Security Instrument Issuers and Reserve Instrument Issuers, as appropriate, is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by the Trustee, the Holder of any one or more of the Bonds or, with respect to Repayment Obligations, by Security Instrument Issuers and Reserve Instrument Issuers, as appropriate. Nothing herein contained shall permit the levy of any attachment or execution upon any of the properties of the City, nor shall any properties of the City be subject to forfeiture by reason of any default hereunder, it being expressly understood and agreed by each and every Bondholder by the acceptance of any Bond and by each and every Security Instrument Issuer and Reserve Instrument Issuer by entering into Security Instrument Agreements and Reserve Instrument Agreements, as appropriate, that the rights of all such Bondholders, Security Instrument Issuers and Reserve Instrument Issuers are limited and restricted to the use and application of Revenues, Funds and other moneys, securities and funds pledged under the Indenture in accordance with the terms of the Indenture.

***Section 9.09. Waivers of Events of Default.*** The Trustee:

(i) may waive, and

(ii) upon the written direction of (x) the Holders of a majority of the Principal amount of the Outstanding Bonds, (y) Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure a majority in aggregate Principal amount of the Bonds then Outstanding, or (z) any combination of Bondholders and Security Instrument Issuers described under clauses (x) and (y) representing a majority in aggregate Principal amount of the Bonds at the time Outstanding, shall waive,

any Event of Default hereunder and its consequences; *provided, however*, that (x) there shall not be waived any Event of Default specified in Section 9.01(a) or Section 9.01(b) hereof unless prior to such waiver the City shall have caused to be deposited with the Trustee a sum sufficient to pay all matured installments of interest upon all Bonds and the Principal of any and all Bonds which shall have become due (with interest upon such Principal and, to the extent permissible by law, on overdue installments of interest, at the rate per annum specified in the Bonds) and (y) no Event of Default shall be waived unless (in addition to the applicable conditions as aforesaid) there shall have been deposited with the Trustee such amounts as shall be sufficient to cover reasonable compensation and reimbursement of expenses payable to the Trustee. No such waiver shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

## ARTICLE X

## DEPOSITS AND INVESTMENT OF FUNDS

***Section 10.01. Deposits.***

(a) All moneys held by the Trustee under the provisions of the Indenture shall be deposited with the Trustee. All moneys held by the City under the Indenture shall be deposited in the name of the City in the Treasurer's Investment Fund or in one or more Agents. All moneys deposited under the provisions of the Indenture with the Trustee or any Agent shall be held in trust and applied only in accordance with the provisions of the Indenture, and each of the Funds established by the Indenture shall be a trust fund for the purposes thereof.

(b) Each Agent (other than the Trustee) shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association, having deposits insured by an agency of the United States of America, having capital stock, undivided profits and surplus aggregating at least $25,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of the Indenture. Each Agent (other than the Trustee) shall signify its acceptance of the duties imposed upon it pursuant to the Indenture by depositing with the Trustee a written acceptance of such duties, together with a certificate stating that it is duly qualified to perform such duties under the terms of the Indenture and under all applicable local, state and federal laws.

(c) All Revenues and other moneys held by any Agent under the Indenture may be placed on demand or time deposit, if and as directed by the City, *provided* that such deposits shall permit the moneys so held to be available for use at the time when needed. The City and the Trustee shall not be liable for any loss or depreciation in value resulting from any investment made pursuant to the Indenture. Any such deposit may be made in the commercial banking department of any Agent which may honor checks and drafts on such deposit with the same force and effect as if it were not such Agent. All moneys held by any Agent, as such, may be deposited by such Agent in its banking department on demand or, if and to the extent directed by the City and acceptable to such Agent, on time deposit, *provided* that such moneys on deposit be available for use at the time when needed. Such Agent shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

(d) All moneys deposited with the Trustee and each Agent shall be credited to the particular Fund or account to which such moneys belong; *provided, however*, nothing herein contained shall prohibit the City from directing the Trustee or a Agent by a Written Request of the City to make inter-Fund or account transfers of investments at the market value of the investments so transferred, as such market value shall be determined by the City at the time of transfer and set forth in the Written Request. The Trustee shall be entitled to rely on the determination set forth in the Written Request.

*Section 10.02. Investment of Funds.*

(a) Moneys held in any Fund or account shall be invested and reinvested by the City or the Trustee to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund or account, subject to the following:

(1) the Trustee shall make such investments only in accordance with written instructions received from an Authorized Officer of the City;

(2) any Supplemental Indenture authorizing a Series of Bonds may impose additional restrictions on moneys held in any Fund or account; and

(3) any Supplemental Indenture authorizing a Series of Bonds may authorize the investment of moneys to be held in any Project Account, Series Subaccount in the Bond Service Account or Series Subaccount in the Debt Service Account created by such Supplemental Indenture and relating to such Series of Bonds in such other investments as may be specified by the Supplemental Indenture.

(b) Subject to any required rebate of earnings on investments in any Fund or account to the United States of America pursuant to Section 148(f) of the Code and except as otherwise provided in a Supplemental Indenture establishing a Project Account or a Series Subaccount: (i) all moneys earned as an investment of moneys in the Construction Fund shall be retained therein; (ii) net income earned on any moneys or investments in the Revenue Fund and the Bond Service Account shall remain in or be transferred to the Revenue Fund; (iii) whenever a Series Subaccount in the Debt Service Reserve Account is in its full required amount, net income earned on any moneys or investments in such Series Subaccount shall be transferred to the corresponding Series Subaccount in the Bond Service Account as provided in Section 5.08(c), otherwise, to be retained therein.

(c) The Trustee shall have no liability or responsibility for any loss or for failure to maximize earnings resulting from any investment made in accordance with the provisions of this Section 10.02. The Trustee shall be entitled to assume, absent receipt by the Trustee of written notice to the contrary, that any investment which at the time of purchase is an Investment Security, remains an Investment Security thereafter.

(d) The Trustee may make any and all investments permitted by the provisions of this Section 10.02 through its own investment department or that of its affiliates. As and when any amount invested pursuant to this Article X may be needed for disbursement, the Trustee may cause a sufficient amount of such investments to be sold and reduced to cash to the credit of such funds. The City acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the City the right to receive brokerage confirmations of security transactions, the City waives receipt of such confirmations. The Trustee shall furnish to the City periodic statements that include detail of all investment transactions made by the Trustee.

*Section 10.03.* ***Arbitrage Covenant.*** The City covenants that moneys on deposit in any Fund, whether or not such moneys were derived from proceeds of sales of Bonds or from any other sources, will not be used in a manner which will cause any Bonds, the interest on which is to be exempt from federal income taxation under the Code, to be "arbitrage bonds" within the meaning of Section 148 of the Code; *provided, however*, that this covenant shall not prevent the issuance of a Series of Bonds the interest on which is subject to Federal income taxation under the Code.

## ARTICLE XI

## DEFEASANCE

***Section 11.01. Discharge of Indebtedness.***

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, subject to any limitations contained in a Supplemental Indenture with respect to a Series of Bonds, to the Holders of all Bonds the Principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture and if all Repayment Obligations owed to Security Instrument Issuers and Reserve Instrument Issuers shall have been paid in full, then the pledge of any Revenues and other moneys, securities and Funds pledged under the Indenture and all covenants, agreements and other obligations of the City to the Bondholders, Security Instrument Issuers and Reserve Instrument Issuers shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the City to be prepared and filed with the City and, upon the request of the City, shall execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Agents shall pay over or deliver to the City all moneys or securities held by them pursuant to the Indenture which are not required for the payment of Principal or Redemption Price, if applicable, and interest on Bonds not theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Outstanding Bonds the Principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the City to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section, unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds. Subject to any further conditions in a Supplemental Indenture with respect to a Series of Bonds, all Outstanding Bonds of any Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if:

(1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail as provided in Article IV notice of redemption of such Bonds on said date;

(2) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or noncallable Government Obligations (including any Government Obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the Principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be; and

(3) in the event said Bonds are not by their terms subject to redemption within the next succeeding 90 days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, first class postage prepaid, a notice to the Holders of such Bonds that the deposit required by (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the Principal or Redemption Price, if applicable, on said Bonds.

Neither Government Obligations nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Principal or Redemption Price, if applicable, and interest on said Bonds; *provided* that any cash received from such principal or interest payments on such Government Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in amounts sufficient to pay when due the Principal or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Trustee, free and clear of any trust, lien or pledge.

***Section 11.02. Unclaimed Moneys.*** Anything in the Indenture to the contrary notwithstanding, any moneys held by an Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for four years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Agent at such date, or for four years after the date of deposit of such moneys if deposited with the Agent after the said date when such Bonds become due and payable, shall, at the Written Request of the City, be repaid by the Agent to the City, as its absolute property and free from trust, and the Agent shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the City for the payment of such Bonds.

## ARTICLE XII

## MISCELLANEOUS

***Section 12.01. Limited Liability of City.*** Notwithstanding anything in the Indenture contained, the City shall not be required to advance any moneys derived from any source of income other than the Revenues and other moneys, securities and Funds pledged under the Indenture for the payment of the Principal or Redemption Price of or interest on the Bonds, for Repayment Obligations. Nevertheless, the City may, but shall not be required to, advance for any of the purposes hereof any funds of the City which may be available to it for such purposes.

***Section 12.02. Benefits of Indenture Limited to Parties.*** Nothing in the Indenture, expressed or implied, is intended to give to any person other than the City, the Trustee, any Paying Agent, any Transfer Agent, any Remarketing Agent, any Depositary, the Holders of the Bonds, any Security Instrument Issuer or any Reserve Instrument Issuer, any right, remedy or claim under or by reason of the Indenture. Any covenants, stipulations, promises or agreements in the Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the Trustee, the Paying Agents, any Transfer Agent, any Remarketing Agent, any Depositary, the Holders of the Bonds, any Security Instrument Issuer and any Reserve Instrument Issuer.

***Section 12.03. Successor is Deemed Included in All References to Predecessor.*** Whenever in the Indenture the City, the Trustee, any Paying Agent, any Transfer Agent, any Remarketing Agent, any Depositary, any Security Instrument Issuer or any Reserve Instrument Issuer is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in the Indenture contained by or on behalf of the City, the Trustee, any Transfer Agent, any Paying Agent, any Remarketing Agent, any Depositary, any Security Instrument Issuer or any Reserve Instrument Issuer shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

***Section 12.04. Execution of Documents by Bondholders.*** Any request, declaration or other instrument which the Indenture may require or permit to be executed by Bondholders may be in one or more instruments of similar tenor, and shall be executed by Bondholders in person or by their attorneys appointed in writing.

Except as otherwise expressly provided, the fact and date of the execution by any Bondholder or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of the Bonds and the amount, maturity, number and date of holding the same shall be proved by the Bond register.

Any request, declaration or other instrument or writing of the Holder of any Bond shall bind all future Holders of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith or in reliance thereon.

***Section 12.05.*** ***Waiver of Notice.*** Whenever in the Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

***Section 12.06.*** ***Cremation or Destruction of Cancelled Bonds.*** Whenever in the Indenture provision is made for the surrender to the City of any Bonds which have been paid or cancelled pursuant to the provisions of the Indenture, the City may, by a Written Request of the City, but shall not unless otherwise provided by law be required to, direct the Trustee to cremate or destroy such Bonds and to furnish to the City a certificate of such cremation or destruction.

***Section 12.07.*** ***Payments Due on Other Than Business Days.*** Except as otherwise provided in a Supplemental Indenture, in any case where the date of payment of principal, premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds, on the date for performing any act or exercising any right, shall be a day other than a Business Day, then payment of interest or principal and premium, if any, or the performance of such act or exercise of such right need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if it had been made on the date scheduled for such payment, performance, or exercise.

***Section 12.08.*** ***Governing Law.*** The Indenture shall be governed by and construed in accordance with the laws of the State.

***Section 12.09.*** ***System of Registration.*** This Indenture shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended.

***Section 12.10.*** ***Plan of Financing.*** This Indenture shall constitute a plan of financing within the meaning and for all purposes of Section 11-14-14(3), Utah Code Annotated 1953, as amended.

***Section 12.11.*** ***Article and Section Headings.*** All references herein to "Articles," "Sections" and other subdivisions are to the corresponding articles, sections or subdivisions of the Indenture, and the words "hereby," "herein," "hereof," "hereunder" and other words of similar import refer to the Indenture 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 of reference and shall not affect the meaning, construction or effect of the Indenture.

***Section 12.12.*** ***Partial Invalidity.*** If any one or more of the covenants or agreements, or portions thereof, provided in the Indenture to be performed shall be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of the Indenture or of the Bonds; but the Bondholders, any Security Instrument Issuer and any Reserve Instrument Issuer shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

***Section 12.13. Notices.*** Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted under this Indenture shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, as follows:

(i) IF TO THE CITY:
City of North Salt Lake
20 South Highway 89
North Salt Lake, Utah 84054
Attention: City Manager

(ii) IF TO THE TRUSTEE:
U.S. Bank National Association, as Trustee
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
Attention: Corporate Trust Department

or to such other person or addresses as the respective party hereafter designates in writing to the City and the Trustee.

***Section 12.14. Counterparts.*** This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

***Section 12.15. Effective Date.*** This Indenture shall become effective immediately.

***Section 12.16. Compliance with Municipal Bond Act and Refunding Bond Act.*** It is hereby declared by the Council that it is the intention of the City by the execution of this Indenture to comply in all respects with the applicable provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and other applicable provisions of law.

*(Signature page follows.)*

IN WITNESS WHEREOF, the City has caused this Indenture to be executed by the Mayor and countersigned by the City Recorder, and its official seal to be hereunto affixed and attested by the City Recorder, and to evidence its acceptance of the trusts hereby created, U.S. Bank National Association, has caused this Indenture to be executed by one of its Trust Officers, all as of the date hereof.

CITY OF NORTH SALT LAKE, UTAH

By ____________________________
Mayor

COUNTERSIGN:

By ____________________________
City Recorder

[SEAL]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By ____________________________
Trust Officer

## EXHIBIT A

## FORM OF WRITTEN REQUEST

## WRITTEN REQUEST OF THE CITY FOR PAYMENT FROM CONSTRUCTION FUND

TO: U.S. Bank National Association, as Trustee under that certain Master Trust Indenture, dated as of __________ 1, 2010, as amended and supplemented to the date hereof, in connection with the $______________ Sale Tax Revenue Bonds, Series ____, of the City of North Salt Lake, Utah

DATE: ________________

**WRITTEN REQUEST NO.: ____**

The undersigned Authorized Officer of the City of North Salt Lake, Utah (the *"City"*), does hereby certify and request to U.S. Bank National Association, as trustee (the *"Trustee"*), as follows:

1. I have read the provisions of Sections 1.01 (Written Certificate of the City, Written Request of the City, Written Statement of the City) and 5.03(d) of the Master Trust Indenture, dated as of May 1, 2010, as amended and supplemented to the date hereof and as further amended and supplemented by the _______________ Supplemental Trust Indenture, dated _______________ (collectively, the *"Indenture"*), each between the City and the Trustee, and in connection therewith have undertaken an examination and investigation of the facts and circumstances on which this Written Request of the City is based in order to make the request and certification contained herein, and in my opinion this Written Request of the City complies with the provisions of Sections 1.01 (Written Certificate of the City, Written Request of the City, Written Statement of the City) and 5.03(d) of the Indenture.

2. Pursuant to the provisions of Section 5.03(d) of the Indenture, the undersigned hereby requests and authorizes a payment from the _______________ Project Account in the Construction Fund to pay the amounts shown on the Payment Schedule, attached hereto as *Schedule I*, to or on behalf of the City, representing payments heretofore made or to be made by the City to the persons listed thereon.

3. Each payment proposed to be made as set forth on the Payment Schedule has been incurred and is a proper charge against the Construction Fund as a Cost of Construction of the _______________ Project of the City.

4. The items for which payment is requested in the foregoing Written Request of the City for payment from the _______________ Project Account in the

Construction Fund are within the now effective construction budget for the acquisition and construction of the ______________ Project of the City.

5. To the extent that the Payment Schedule attached to the foregoing Written Request of the City covers payments for work, materials, equipment or supplies relating to the acquisition of the ______________ Project of the City:

a. Each item set forth on the Payment Schedule is a proper charge and in a reasonable amount against the ______________ Project Account in the Construction Fund and has not been heretofore included in a prior Written Request of the City; and

b. Such work was actually performed or such materials, equipment or supplies were actually installed in furtherance of the acquisition of the ______________ Project or delivered at the site of the ______________ Project for that purpose or delivered for storage or fabrication at a place or places approved by me or as a progress payment due on the equipment being fabricated to order.

6. To the extent that the payment of any item set forth on the Payment Schedule is for other than work, materials, equipment or supplies relating to the acquisition of the ______________ Project of the City, in connection with the foregoing authorization and request, the undersigned certifies that each payment proposed to be made on the Payment Schedule is a proper charge and in a reasonable amount against the Construction Fund and has not been heretofore included in a prior Written Request of the City for Payment from Construction Fund.

7. This Written Request is sufficient evidence to the Trustee that:

a. obligations in the stated amounts have been incurred by the City and that each item thereof is a proper charge against the ______________ Project Account in the Construction Fund; and

b. there has not been filed with or served upon the City notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named herein which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing solely by operation of law.

8. This Written Request of the City, including the Payment Schedule attached hereto, shall be conclusive evidence of the facts and statements set forth herein.

The terms used herein which are defined in the Indenture shall have the respective meanings therein assigned to them.

CITY OF NORTH SALT LAKE, UTAH

By ____________________________________
Authorized Officer

## SCHEDULE I

## PAYMENT SCHEDULE

| PERSON OR FIRM | AMOUNT | PURPOSE |
|---|---|---|

## ACCEPTANCE, AUTHENTICATION, SIGNATURE IDENTIFICATION AND INCUMBENCY CERTIFICATE OF TRUSTEE

DATED: MAY 19, 2010

The undersigned, U.S. Bank National Association, as trustee (the *"Trustee"*) under the Master Trust Indenture dated as of May 1, 2010 (the *"Master Trust Indenture"*), between the City of North Salt Lake, Utah (the *"City"*) and the Trustee, and the First Supplemental Indenture of Trust, dated as of May 1, 2010 (the *"First Supplemental Indenture"* and, together with the Master Trust Indenture, the *"Indenture"*), hereby acknowledges and certifies with respect to the $4,030,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2010 (Federally Taxable–Direct Pay–Build America Bonds) (the *"Series 2010 Bonds"*), as follows:

1. Pursuant to the Master Trust Indenture and the First Supplemental Indenture (collectively, the *"Indenture"*), the undersigned has been designated and appointed under the Indenture as Trustee, Bond Registrar and Paying Agent, and the undersigned does hereby accept such trusts created by the Indenture and agrees to perform the duties therein required of it upon the terms and conditions of the Indenture.

2. Pursuant to a General Certificate and Request from the City dated the date hereof, and after receipt by the Trustee of the instruments and amounts required by the Indenture, the Trustee authenticated $4,030,000 aggregate principal amount of the Series 2010 Bonds, the same being dated May 19, 2010, bearing interest, and maturing on June 15 of each of the years, as set forth on *Schedule A* attached hereto.

3. The person named below is an authorized officer of the Trustee and in accordance with the provisions of the Resolution, was duly authorized and empowered to authenticate, and did authenticate, the Series 2010 Bonds, and the signature appearing after the name of such person is a true and correct specimen of his genuine signature:

| NAME | OFFICE | SIGNATURE |
|---|---|---|
| Kim R. Galbraith | Vice President | ______________________ |

4. The Trustee is a national banking association duly organized and validly existing under the laws of the United States of America and is qualified to do business in the State of Utah and is in good standing under the laws of the United States and possesses full power to act as a trustee under said laws with respect to the Indenture.

5. Attached hereto as *Exhibit A* are (a) a true, complete and correct copy of a Certificate of the Comptroller of the Currency, dated August 21, 2001 (the *"Trustee Document"*), relating to the authority of the Trustee to act as Trustee under the banking laws of the United States pursuant to the Indenture, which authorization has not been rescinded or

modified in any way and (b) an Assistant Secretary's Certificate with respect to the Bylaws of the Bank, which together with the Trustee Document clearly demonstrates the authority of the officer named in Paragraph 3 above to act on behalf of the Trustee; and that said Trustee Document and the Bylaws of the Bank were in full force and effect on the date or dates that such officer acted and remains in full force and effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By______________________________
Trust Officer

## SCHEDULE A

**$4,030,000**
**CITY OF NORTH SALT LAKE, UTAH,**
**SALES TAX REVENUE BONDS,**
**SERIES 2010**
**(FEDERALLY TAXABLE–DIRECT PAY–BUILD AMERICA BONDS)**

| JUNE 15 OF THE YEAR | AMOUNT MATURING | INTEREST RATE |
|---|---|---|
| 2011 | $155,000 | 1.30% |
| 2012 | 165,000 | 1.60 |
| 2013 | 165,000 | 2.15 |
| 2014 | 165,000 | 2.55 |
| 2015 | 170,000 | 3.10 |
| 2016 | 175,000 | 3.55 |
| 2017 | 180,000 | 3.80 |
| 2018 | 180,000 | 4.15 |
| 2019 | 185,000 | 4.30 |
| 2020 | 190,000 | 4.50 |
| 2021 | 200,000 | 4.65 |
| 2022 | 205,000 | 4.80 |
| 2023 | 210,000 | 4.90 |
| 2025 | 440,000 | 5.15 |
| 2027 | 470,000 | 5.50 |
| 2030 | 775,000 | 5.80 |

**EXHIBIT A**

[ATTACH CERTIFICATE OF COMPTROLLER OF THE CURRENCY AND ASSISTANT SECRETARY'S CERTIFICATE]

**FIFTH SUPPLEMENTAL TRUST INDENTURE**

**BETWEEN**

**CITY OF NORTH SALT LAKE, UTAH**

**AND**

**U.S. BANK NATIONAL ASSOCIATION,**
**AS TRUSTEE**

**DATED AS OF [DOCUMENT DATE], 2026**

**$[PRINCIPAL]**
**SALES TAX REVENUE REFUNDING BONDS**
**SERIES 2026**

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## INDENTURE

THIS FIFTH SUPPLEMENTAL TRUST INDENTURE (the *"Fifth Supplemental Indenture"*), dated as of [Document Date], 2026, between the City of North Salt Lake, Utah, a municipal corporation and political subdivision of the State of Utah (the *"City"*), and U.S. Bank National Association, a national banking association duly organized and qualified under the laws of the United States of America, authorized by law to accept and execute trusts and having an office in Salt Lake City, Utah (the *"Trustee"*):

## W I T N E S S E T H

**WHEREAS**, the City has entered into a Master Trust Indenture, dated as of May 1, 2010 (the *"Master Indenture"* and as amended and supplemented, including by the Fifth Supplemental Indenture, the *"Indenture"*), with the Trustee;

**WHEREAS**, the City considers it necessary and desirable and for the benefit of the City and its residents to issue its Sales Tax Revenue Refunding Bonds, Series 2026 (the *"Series 2026 Bonds"*) pursuant to the Indenture and as hereinafter provided for the purpose of (i) refunding the Refunded Bonds (collectively, the "*Refunded Bonds*") and (ii) paying certain costs related to the issuance and sale of the Series 2026 Bonds, all pursuant to authority contained in the Utah Refunding Bond Act, Chapter 14 of Title 27, Utah Code Annotated 1953, as amended (the *"Utah Code"*);

**WHEREAS**, the Series 2026 Bonds will be authorized, issued and secured under the Indenture on a parity with all other Bonds issued and outstanding from time to time thereunder;

**WHEREAS**, the execution and delivery of the Series 2026 Bonds and of this Fifth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the City and authenticated by the Trustee, the valid and binding legal obligations of the City and to make this Fifth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL TRUST INDENTURE WITNESSETH:

The terms and conditions upon which the Series 2026 Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof are as follows:

## ARTICLE I

## DEFINITIONS

***Section 101. Definitions.***

(a) Except as provided in subparagraph (b) of this Section, all defined terms contained in the Indenture when used in this Fifth Supplemental Indenture shall have the same meanings as set forth in the Indenture.

(b) As used in this Fifth Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following meanings:

*"Bond Counsel"* means Farnsworth Johnson PLLC, or other counsel of nationally recognized standing in matters pertaining to the issuance of obligations by states and their political subdivisions and the tax-exempt status thereof, duly admitted to the practice of law before the highest court of any state of the United States.

*"Indenture"* means the Master Indenture, as amended and supplemented by Supplemental Indentures.

*"Issue Date"* means the date of issuance and delivery of the Series 2026 Bonds, as provided in Section 203 hereof.

*"Master Indenture"* means the Master Trust Indenture, dated as of May 1, 2010, as heretofore amended and supplemented, between the City and the Trustee.

*"Purchaser"* means ________________________, as the purchaser of the Series 2026 Bonds.

*"Record Date"* means, with respect to any interest payment date for the Series 2026 Bonds, the fifteenth day preceding such interest payment date or, if such day is not a Business Day, the Business Day immediately preceding such day.

*"Series 2026 Bonds"* means the $[Principal] Sales Tax Revenue Refunding Bonds, Series 2026 of the City authorized by this Fifth Supplemental Indenture.

*"Series 2026 Escrow Account"* means the Series 2026 Escrow Account established in the Redemption Fund pursuant to Section 5.03 of the Indenture and Section 301 hereof.

*"Trustee"* means U.S. Bank National Association, Salt Lake City, Utah, and its successors and permitted assigns under the Indenture.

The terms *"hereby," "hereof," "hereto," "herein," "hereunder,"* and any similar terms as used in this Fifth Supplemental Indenture refer to this Fifth Supplemental Indenture.

***Section 102. Authority for Fifth Supplemental Indenture.*** This Fifth Supplemental Indenture is adopted pursuant to the provisions of the Act and the Indenture.

## ARTICLE II

## AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 2026 BONDS

***Section 201. Authorization of Series 2026 Bonds, Principal Amount, Designation and Series.*** A Series of Sales Tax Revenue Refunding Bonds is hereby authorized to be issued for the purpose specified in Section 202 in the aggregate principal amount of $[Principal] in accordance with and subject to the terms, conditions and limitations established in the Indenture and this Fifth Supplemental Indenture. Such Series of Bonds shall be designated *"Sales Tax Revenue Refunding Bonds, Series 2026."*

***Section 202. Findings and Purpose.*** The City hereby finds, determines and declares that:

(a) The requirements of Sections 2.02 and 2.03 of the Indenture will have been complied with upon the delivery of the Series 2026 Bonds.

(b) The Series 2026 Bonds are being issued for the purpose of financing all or a portion of the Refunded Bonds and paying certain costs related to the issuance and sale of the Series 2026 Bonds.

***Section 203. Issue Date.*** The Issue Date of Series 2026 Bonds shall be the date of original issuance and delivery thereof.

***Section 204. Date, Maturities and Interest***. The Series 2026 Bonds shall be dated as of the Issue Date, shall mature on the dates and shall bear interest at the rates per annum set forth below. Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

| ___________ | AMOUNT MATURING | INTEREST RATE |
|---|---|---|
| | $ | % |

***Section 205. Denominations and Numbers.*** The Series 2026 Bonds shall be issued only in fully-registered form, without coupons. The Series 2026 Bonds shall be issued in the denomination of $5,000 or any whole multiple thereof. The Series 2026 Bonds shall be numbered from one (1) consecutively upwards in order of authentication and delivery by the Trustee.

***Section 206. Paying Agent.*** U.S. Bank National Association, Salt Lake City, Utah, is hereby appointed the Paying Agent for the Series 2026 Bonds, subject to the Paying Agent executing and delivering an acceptance to the City and the Trustee as contemplated in Section 7.02 of the Indenture. Principal of the Series 2026 Bonds shall be payable at the principal corporate trust office of the Paying Agent or of any successor as Paying Agent in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. Payment of interest on any Series 2026 Bonds shall be (a) made to the registered owner thereof and shall be paid by check or draft mailed to the registered owner thereof as of the close of business on the Record Date at his address as it appears on the registration books of the City maintained by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner or (b) made by wire transfer to the registered owner upon written notice by such owner to the Trustee given not less than 15 days prior to such interest payment date, subject to the provisions of Section 3.01 of the Indenture. In the written acceptance of each Paying Agent referred to in Section 7.02 of the Indenture, such Paying Agent shall agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Paying Agent to at all times be complied with.

***Section 207. Limited Obligation***. The Series 2026 Bonds, together with interest thereon, shall be limited obligations of the City payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2026 Bonds proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

***Section 208. Optional Redemption***. The Bonds maturing on or after ___________, 2032, are subject to redemption at the option of the Issuer on ___________, 2031 (the *"First Redemption Date"*), and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City, upon notice as contained in the Indenture, at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Series 2026 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

***Section 209. Mandatory Sinking Fund Redemption***. (a) The Series 2026 Bonds maturing on ___________, 2039, are subject to mandatory redemption by operation of Sinking Fund Installment, in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

| REDEMPTION DATE (___________) | PRINCIPAL AMOUNT |
|---|---|
| 2037 | $140,000 |
| 2038 | 145,000 |
| 2039* | 145,000* |

* Stated Maturity

(b) The Series 2026 Bonds maturing on ___________, 2043, are subject to mandatory redemption by operation of Sinking Fund Installment, in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

| REDEMPTION DATE (___________) | PRINCIPAL AMOUNT |
|---|---|
| 2040 | $150,000 |
| 2041 | 155,000 |
| 2042 | 155,000 |
| 2043* | 160,000* |

* Stated Maturity

(c) The Series 2026 Bonds maturing on ___________, 2047, are subject to mandatory redemption by operation of Sinking Fund Installment, in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

| REDEMPTION DATE (___________) | PRINCIPAL AMOUNT |
|---|---|
| 2044 | $160,000 |
| 2045 | 165,000 |
| 2046 | 170,000 |
| 2047* | 175,000* |

________________
* Stated Maturity

(d) The Series 2026 Bonds maturing on ___________, 2051, are subject to mandatory redemption by operation of Sinking Fund Installment, in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

| REDEMPTION DATE (___________) | PRINCIPAL AMOUNT |
|---|---|
| 2048 | $180,000 |
| 2049 | 180,000 |
| 2050 | 185,000 |
| 2051* | 190,000* |

________________
* Stated Maturity

***Section 210. Execution and Delivery of Series 2026 Bonds.***

(a) The Series 2026 Bonds shall be executed on behalf of the City by the Mayor by manual or facsimile signature, and attested and countersigned by the City Recorder by manual or facsimile signature, and the City's seal shall be affixed to, or a facsimile thereof shall be imprinted upon, the Series 2026 Bonds. The Series 2026 Bonds shall then be delivered to the Trustee (or any Transfer Agent appointed pursuant to Section 7.10 of the Indenture) and manually authenticated by it.

(b) The Series 2026 Bonds shall be delivered to the Purchaser, upon compliance with the provisions of Section 3.02 of the Indenture.

***Section 211. Initial Registration of Series 2026 Bonds.*** Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books of the City kept by the Trustee in the name of Cede & Co.

***Section 212. Book-Entry System***.

(a) Except as provided in paragraphs (b) and (c) of this Section 208 the Registered Owner of all Series 2026 Bonds shall be and the Series 2026 Bonds shall be registered in the name of Cede & Co. (*"Cede"*), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 208, *"DTC"*). Payment of the interest on any Series 2026 Bond shall be made in accordance with the provisions of this First Supplemental Indenture to the account of Cede on the interest payment dates for the Bonds at the address indicated for Cede in the registration books of the Registrar.

(b) The Series 2026 Bonds shall be initially issued in the form of a separate single, fully registered Bond in the amount of each separate stated maturity of the Series 2026 Bonds. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the registration books of the City kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2026 Bonds so registered in the name of Cede, the City, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2026 Bonds. Without limiting the immediately preceding sentence, the City, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2026 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2026 Bonds. The City, the Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2026 Bond for all purposes whatsoever, including (but not limited to) (A) payment of the principal or redemption price of, and interest on, each Series 2026 Bond, (B) giving notices of redemption and other matters with respect to such Series 2026 Bonds and (C) registering transfers with respect to such Bonds. So long as the Series 2026 Bonds are registered in the name of Cede & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2026 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the City's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 208, no person other than DTC shall receive a Bond evidencing the obligation of the City to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this First Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this First Supplemental Indenture, the word "Cede" in this First Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 208, and notwithstanding any other provisions of this First Supplemental Indenture, the Series 2026 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2026 Bonds at any time by giving written notice to the City, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2026 Bonds under applicable law.

(ii) The City, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds if the City determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2026 Bonds or the City; and the City shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds upon receipt by the City, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2026 Bonds to the effect that: (A) DTC is unable to discharge its responsibilities with respect to the Series 2026 Bonds; or (B) a continuation of the requirement that all of the outstanding Series 2026 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2026 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (c)(ii)(B) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(A) hereof the City may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the City, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the City shall execute and the Registrar shall authenticate Series 2026 Bond certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2026 Bonds.

(iv) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2026 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2026 Bond and all notices with respect to such Series 2026 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Owners of Series 2026 Bonds registered in the name of Cede pursuant to this First Supplemental Indenture by the City or the Registrar with respect to any consent or other action to be taken by such Owners, the City shall establish a record date for such consent or other action by such Owners and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

## ARTICLE III

## ESTABLISHMENT OF SERIES 2026 BOND SERVICE SUBACCOUNT AND SERIES 2026 ESCROW ACCOUNT; APPLICATION OF SERIES 2026 BOND PROCEEDS; PROVISIONS FOR TRANSFERS OF FUNDS

***Section 301. Establishment of Series 2026 Escrow Account and Series 2026 Debt Service Subaccount.*** (a) There is hereby established an Escrow Account in the Redemption Fund designated as the *"Series 2026 Escrow Account,"* moneys in which shall be used to pay costs of the Series 2026 Refunded Bonds and costs of issuance of the Series 2026 Bonds.

(b) Pursuant to the provisions of Sections 5.03 and 5.07 of the Indenture there is hereby established in the Bond Service Account in the Principal and Interest Fund a separate Series Subaccount for the Series 2026 Bonds designated as the *"Series 2026 Bond Service Subaccount."*

***Section 302. Application of Proceeds.*** The City shall deposit all of the proceeds from the sale of the Series 2026 Bonds in the Series 2026 Escrow Account.

***Section 303. No Series 2026 Debt Service Reserve Requirement.*** There is no Debt Service Reserve Requirement for the Series 2026 Bonds.

## ARTICLE IV

## FORM OF SERIES 2026 BONDS

***Section 401. Form of Series 2026 Bonds.*** Subject to the provisions of the Indenture, each Series 2026 Bond shall be, respectively, in substantially the following form, with such insertions or variations as to any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by the Indenture:

*Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

THIS BOND HAS BEEN DESIGNATED BY THE ISSUER 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.

| | |
|---|---|
| REGISTERED | REGISTERED |
| No. R-____ | $[Principal] |

**UNITED STATES OF AMERICA**

**STATE OF UTAH**

**NORTH SALT LAKE CITY, UTAH**
**SALES TAX REVENUE REFUNDING BOND**
**SERIES 2026**

| INTEREST RATE | MATURITY DATE | ISSUE DATE |
|---|---|---|
| _____% | ___________, _____ | __________, 2026 |

Registered Owner: CEDE & CO.

Principal Amount: -------------------- _________________________DOLLARS -----------------------

KNOW ALL MEN BY THESE PRESENTS that the City of North Salt Lake, Utah (the *"City"*), a municipal corporation and political subdivision of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the registered owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender hereof, the principal amount identified above, and to pay to the registered owner hereof interest on the balance of said principal amount from time to time remaining unpaid from the interest payment date next preceding the date of registration and authentication of this Bond, unless this Bond is registered and authenticated as of an interest payment date, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is registered and authenticated prior to the first interest payment date, in which event this Bond shall bear interest from the issue date specified above (the *"Issue Date"*), or unless, as shown by the records of U.S. Bank National Association, Salt Lake City, Utah, as Trustee (as hereinafter defined), interest on the hereinafter referred to Bonds shall be in default, in which event this Bond shall bear interest from the date to which interest has been paid in full, or unless no interest has been paid on this Bond, in which event it shall bear interest from its Issue Date, at the interest rate per annum (calculated on the basis of a year of 360 days consisting of twelve 30-day months), payable semi-annually on ___________ and [Document Date] commencing ________________, ___________, until payment in full of such principal, and to pay interest on overdue principal of this Bond at the interest rate borne by this Bond. Principal of this Bond shall be payable at the principal corporate trust office of U.S. Bank National Association, Salt Lake City, Utah, a paying agent of the City, or its successor as such paying agent, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; and payment of the interest hereon shall be (a) made to the registered owner hereof and shall be paid by check or draft mailed to the person who is the registered owner of record as of the close of business on the fifteenth day preceding each interest payment date (or if such fifteenth day is not a business day, the next preceding business day) at the address of such registered owner as it appears on the registration books of the City maintained by the Trustee, or at such other address as is furnished in writing by such registered owner to the Trustee as provided in the Indenture or (b) made by wire transfer to such registered owner upon written notice by such owner to the Trustee given not less that 15 days prior to such interest payment date, subject to the provisions of the Indenture.

This Bond is a special obligation of the City and is one of the Sales Tax Revenue Refunding Bonds of the City (the *"Bonds"*) and is issued under the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and other applicable provisions of law (the *"Act"*), for the purpose of developing the Foxboro Wetlands Park, including a pond and boardwalks; and improving the Eaglewood Golf Course (collectively, the "*Refunded Bonds*") and paying certain costs related to the issuance and sale of the Series 2026 Bonds (defined below).

The Bonds are issued under and pursuant to a Master Trust Indenture, dated as of May 1, 2010, as previously amended and supplemented (the *"Master Indenture"*), between the City and U.S. Bank National Association, as trustee (said trustee and any successor thereto under the Master Indenture being herein referred to as the *"Trustee"*), as further amended and supplemented by a Fifth Supplemental Trust Indenture, dated as of [Document Date], 2026, (the *"Fifth Supplemental Indenture"*), between the City and the Trustee (such Master Indenture, as amended and supplemented by the Fifth Supplemental Indenture and as hereafter amended and supplemented, being herein referred to as the *"Indenture"*).

The City is obligated to pay principal of and interest on this Bond solely from excise tax revenues received by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended (the *"Revenues"*) and other funds of the City pledged therefor under the terms of the Indenture. This Bond is not a debt of the City within the meaning of any constitutional or statutory limitation of indebtedness or a pledge of the general credit of the City. Pursuant to the Indenture, sufficient Revenues have been pledged and will be set aside into special funds by the City to provide for the prompt payment of the principal of and interest on this Bond and all Bonds of the series of which it is a part.

As provided in the Indenture, Bonds may be issued from time to time in one or more series in various principal amounts, may mature at different times, may bear interest at different rates, and may otherwise vary as provided in the Indenture, and the aggregate principal amount of Bonds which may be issued is not limited. All Bonds issued and to be issued under the Indenture and certain other obligations entered into or to be entered into by the City under the Indenture are and will be equally and ratably secured by the pledge of Revenues and covenants made therein, except as otherwise expressly provided or permitted in or pursuant to the Indenture.

This Bond is one of a total authorized issue of Bonds of $[Principal] (the *"Series 2026 Bonds"*) designated as *"Sales Tax Revenue Refunding Bonds, Series 2026"*, dated as of the Issue Date, and duly issued under and by virtue of the Act and under and pursuant to the Indenture. Copies of the Indenture are on file at the office of the City Recorder and at the principal corporate trust office of the Trustee, and reference to the Indenture 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 Series 2026 Bonds are issued and additional bonds and other obligations payable from the Revenues may be issued thereunder on a parity with the Series 2026 Bonds, and a statement of the rights, duties, immunities and obligations of the City and of the Trustee. Such pledge and other obligations of the City under the Indenture may be discharged at or prior to the maturity of the Bonds upon the making of provisions for the payment thereof on the terms and conditions set forth in the Indenture.

To the extent and in the respects permitted by the Indenture, it may be modified or amended by action on behalf of the City taken in the manner and subject to the conditions and exceptions prescribed in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee, 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 Trustee, duly executed by the registered owner or his duly authorized attorney, and thereupon the City shall issue in the name of the transferee a new registered Series 2026 Bond or Bonds of the same aggregate principal amount, denominations, Series designation and maturity as the surrendered Series 2026 Bond, all as provided in the Indenture and upon the payment of the charges therein prescribed. The City, the Trustee, and any paying agent 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 hereof and interest due hereon and for all other purposes whatsoever.

The Series 2026 Bonds are issuable in the form of fully-registered Bonds, without coupons, initially in the denomination of $5,000 and any integral multiple thereof.

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 Indenture.

The Series 2026 Bonds maturing on or after ___________, 2032, are subject to redemption at the option of the Issuer on ___________, 2032 (the *"First Redemption Date"*), and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the City, upon notice as contained in the Indenture, at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. Series 2026 Bonds maturing prior to the First Redemption Date are not subject to optional redemption.

The Series 2026 Bonds are subject to mandatory redemption by operation of Sinking Fund Installment as provided in the Indenture.

Any Series 2026 Bond subject to redemption shall be redeemed as provided in and subject to the terms of the Indenture.

This Bond and the issue of Series 2026 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 and all other laws applicable thereto.

Pursuant to Section 11-14-307(3) of the Act, the State of Utah pledges and agrees with the holders of the Series 2026 Bonds that the State of Utah will not alter, impair or limit the Revenues, in a manner that reduces the amounts to be rebated to the City which are devoted or pledged by the Indenture until the Series 2026 Bonds, together with applicable interest, are fully met and discharged; *provided, however*, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of the Series 2026 Bonds.

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 Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this Series 2026 Bond exist, have happened and have been performed and that the issue of the Series 2026 Bonds, together with all other indebtedness of the City, 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 Trustee.

IN WITNESS WHEREOF, THE CITY OF NORTH SALT LAKE, UTAH, has caused this Bond to be signed in its name and on its behalf by the Mayor and its corporate seal to be impressed hereon, attested by the City Recorder, all as of the Issue Date specified above.

CITY OF NORTH SALT LAKE, UTAH

______________________________

Mayor

COUNTERSIGN AND ATTEST:

______________________________

City Recorder

[SEAL]

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Series 2026 Bonds described in the within-mentioned Indenture and is one of the Sales Tax Revenue Refunding Bonds, Series 2026, of the City of North Salt Lake, Utah.

Date of registration and authentication: ____________________, 2026.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By ______________________________________
Trust Officer

## [FORM OF ASSIGNMENT]

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

| | | | |
|---|---|---|---|
| TEN COM | — | as tenants in common | UNIF TRAN MIN ACT— |
| TEN ENT | — | as tenants by the entirety | _______ Custodian _______ |
| JT TEN | — | as joint tenants with right of survivorship and not as tenants in common | (Cust) (Minor) under Uniform Transfers to Minors Act of ______________________________ (State) |

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

FOR VALUE RECEIVED ____________________________________ hereby 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 the CITY OF NORTH SALT LAKE, UTAH, and hereby irrevocably constitutes and appoints ________________________________________________ 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 an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (*e.g.*, the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

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.

## ARTICLE V

## THE TRUSTEE

***Section 501. Appointment of Trustee.*** For the benefit and protection of the holders of the Series 2026 Bonds and any other Bonds hereafter issued pursuant to the Indenture, U.S. Bank National Association, a national banking association having trust power, doing business and having its corporate trust office in Salt Lake City, Utah, is hereby appointed as Trustee, Paying Agent and Transfer Agent. U.S. Bank National Association shall signify acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the City a written acceptance thereof prior to the delivery of the Series 2026 Bonds.

## ARTICLE VI

## MISCELLANEOUS

***Section 601. System of Registration.*** The Indenture shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code.

***Section 602. Article and Section Headings.*** 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 of reference and shall not affect the meaning, construction or effect of this Fifth Supplemental Indenture.

***Section 603. Partial Invalidity.*** In any one or more of the covenants or agreements, or portions thereof, provided in this Fifth Supplemental Indenture to be performed shall be contrary to law (other than the provisions of the Indenture limiting the liability of the City to make payments on the Bonds solely from Revenues and other amounts pledged therefor by the Indenture), then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Fifth Supplemental Indenture or of the Series 2026 Bonds; but the Holders of the Series 2026 Bonds and any Security Instrument Issuer and any Reserve Instrument Issuer shall retain all the rights and benefits accorded to them under the Act or any other applicable provisions of law.

***Section 604. Counterparts.*** This Fifth Supplemental Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

***Section 605. Effective Date.*** This Fifth Supplemental Indenture shall take effect immediately.

(*Signature page follows.*)

IN WITNESS WHEREOF, the City has caused this Fifth Supplemental Indenture to be executed by the Mayor and countersigned by the City Recorder, and to evidence its acceptance of the trusts hereby created, U.S. Bank National Association, has caused this Fifth Supplemental Indenture to be executed by one of its Vice Presidents, all as of the date hereof.

CITY OF NORTH SALT LAKE, UTAH

By______________________________________
Mayor

ATTEST:

By ________________________________
City Recorder

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By______________________________________
Vice President

# EXHIBIT B

## FORM OF PURCHASE CONTRACT

**$[PRINCIPAL]**
**SALES TAX REVENUE REFUNDING BONDS**
**SERIES 2026**

**CITY OF NORTH SALT LAKE, UTAH**

**PURCHASE CONTRACT**

[Pricing Date], 2026

City of North Salt Lake
10 East Center Street
North Salt Lake, Utah 84054

Ladies and Gentlemen:

The undersigned, [Underwriter] (the *"Purchaser"*), acting on its own behalf and not as agent or fiduciary for you, hereby offers to purchase from the City of North Salt Lake, Utah (the *"Issuer"*), all (but not less than all) of the $[Principal] Sales Tax Revenue Refunding Bonds, Series 2026 of the Issuer (the *"Bonds"*). This offer is made subject to the Issuer's acceptance of this Purchase Contract on or before 11:59 p.m., Utah time, on the date hereof. Upon the Issuer's acceptance of this offer, it will be binding upon the Issuer and upon the Purchaser. Initially-capitalized terms used but not defined herein shall have the meaning assigned to them in the hereinafter-defined Bond Resolution, unless the context clearly requires otherwise.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. *Schedule A* attached hereto, which is incorporated by reference into this Purchase Contract, contains a brief description of the Bonds, the purchase price to be paid and the date of delivery and payment therefor (the *"Closing"*). The Bonds are authorized pursuant to the provisions of the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and other relevant provisions of law, and pursuant to a resolution of the city council of the Issuer adopted on August 18, 2026 (the *"Bond Resolution"*), a Master Trust Indenture, dated as of May 1, 2010 (the *"Master Indenture"*) and a Second Supplemental Trust Indenture, dated as of [Document Date], 2026 (the *"Supplemental Indenture"* and, together with the Master Indenture, the *"Indenture"*) for the purpose of refunding a portion of the Issuer's outstanding Sales Tax Revenue Bonds, Series 2010 (the *"Refunded Bonds"*).

2. The Issuer represents and covenants to the Purchaser that:

(a) the Issuer has and will have on the date of Closing the power and authority to enter into and perform this Purchase Contract and the Indenture, to adopt the Bond Resolution, and to deliver and sell the Bonds to the Purchaser;

(b) this Purchase Contract, the Indenture, and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the Issuer is subject or by which it is bound;

(c) no governmental approval or authorization other than the Bond Resolution is required in connection with the sale of the Bonds to the Purchaser;

(d) this Purchase Contract, the Indenture, and the Bonds are and shall be at the time of the Closing legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors' rights;

(e) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or by the Indenture or the validity or enforceability of the Bonds, the Bond Resolution, the Indenture, or this Purchase Contract or contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Resolution, the refunding of the Refunded Bonds (as defined in the Supplemental Indenture) or the execution and the delivery of this Purchase Contract and the Indenture;

(f) the Issuer is not in breach of or in default under any existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is or may be bound, and no event has occurred or is continuing that, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder, in either case, in any manner or to any extent that could have a material adverse effect on the financial condition of the Issuer, the operations of the Issuer or the transactions contemplated by this Purchase Contract, the Bond Resolution and the Indenture, or have an adverse effect on the validity or enforceability in accordance with their respective terms of the Bonds, the Indenture, this Purchase Contract or the Bond Resolution or in any way adversely affect the existence or powers of the Issuer or the excludability from gross income for federal income tax purposes of interest on the Bonds;

(g) the Issuer's audited general purpose financial statements as of and for the fiscal year ended June 30, 2026, is a fair presentation of the financial position of the Issuer as of the date indicated and the results of its operations and changes in its fund balances for the periods specified. Since June 30, 2026, there has been no material adverse change in the condition, financial or otherwise, of the Issuer from that set forth in the audited financial statements as of and for the period ended that date; and the Issuer has not incurred since June 30, 2026, any material liabilities, directly or indirectly, except in the ordinary course of its operations;

(h) the Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Bonds to be applied or results in such proceeds being applied in a manner other than as provided in the Bond Resolution and the Indenture;

(i) each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Purchaser in connection with the transactions contemplated by the Bond Resolution, the Indenture and this Purchase Contract, at or before the Closing, shall constitute a representation, warranty or agreement by the Issuer upon which the Purchaser shall be entitled to rely; and

(j) the Issuer is not currently, nor has it been at any time during the last five years, in default in the payment of the principal of or interest on any obligation issued by it.

3. As conditions to the Purchaser's obligations hereunder:

(a) From the time of the execution and delivery of this Purchase Contract to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of Issuer; (ii) event, court decision, proposed law or rule that may have the effect of changing the federal income tax incidents of the Bonds or the contemplated transactions; or (iii) international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) the Bonds, in definitive form, duly executed;

(ii) the approving opinion of Farnsworth Johnson, PLLC, Bond Counsel, satisfactory to the Purchaser, dated the date of Closing, relating to the legality and tax-exempt status of interest on the Bonds;

(iii) a non-litigation certificate in form and substance satisfactory to the Purchaser, executed by authorized officials of and counsel to the Issuer;

(iv) an opinion of counsel to the Issuer with respect to the authorization and enforceability of, and the compliance with, the Bond Resolution, the Indenture and the Purchase Contract;

(v) a certified copy of the Bond Resolution;

(vi) an executed counterpart of the Indenture;

(vii) an executed counterpart of this Purchase Contract;

(viii) a transcript of all proceedings relating to the authorization and issuance of the Bonds; and

(ix) such additional certificates, instruments and other documents (including, without limitation, those set forth on *Schedule A* hereto) as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer and the Purchaser (up to $6,500) and Bond Counsel; the fees of the Trustee, Registrar and Paying Agent for the Bonds; and miscellaneous expenses of the Issuer incurred in connection with the offering and delivery of the Bonds. The Issuer is responsible for paying all costs associated with the redemption of the Refunded Bonds, including the giving of all notices of redemption.

The Purchaser will pay all costs relating to the wiring of federal funds to purchase the Bonds; *provided, however,* the Purchaser is not responsible for paying any costs of redeeming the Refunded Bonds.

5. This Purchase Contract is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery and payment for the Bonds, and the termination of this Purchase Contract.

6. This Purchase Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

7. The invalidity or unenforceability of any provision hereof as to any one or more jurisdictions shall not affect the validity or enforceability of the balance of this Purchase Contract as to such jurisdiction or jurisdictions, or affect in any way such validity or enforceability as to any other jurisdiction.

8. No waiver or modification of any one or more of the terms and conditions of this Purchase Contract shall be valid unless in writing and signed by the party or parties making such waiver or agreeing to such modification.

9. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Utah.

10. The Issuer acknowledges and agrees that (a) the transaction contemplated herein is an arm's length commercial transaction between the Issuer and the Purchaser and its affiliates, (b) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the *"Municipal Advisor Rules"*), agent or a fiduciary of the Issuer, (iii) the Purchaser and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Issuer with respect to the transaction contemplated hereby and the discussions,

undertakings and procedures leading thereto (whether or not the Purchaser, or any affiliate of the Purchaser, has provided other services or advised, or is currently providing other services or advising the Issuer on other matters), (v) the Purchaser and its affiliates have financial and other interests that differ from those of the Issuer, and (vi) the Issuer has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

(*Signature page follows.*)

Very truly yours,

[UNDERWRITER]

By ______________________________________
Its ___________________________________

CITY OF NORTH SALT LAKE, UTAH

By ______________________________________
Mayor

## SCHEDULE A

**$[PRINCIPAL]**
**CITY OF NORTH SALT LAKE, UTAH**
**SALES TAX REVENUE REFUNDING BONDS**
**SERIES 2026**

## EXHIBIT C

## FORM OF CERTIFICATE OF DETERMINATION

**CERTIFICATE OF DETERMINATION**
**PURSUANT TO THE RESOLUTION OF THE CITY OF NORTH SALT LAKE, UTAH**
**AUTHORIZING THE ISSUANCE AND SALE OF**
**WATER REVENUE AND REFUNDING BONDS, SERIES 2026**

1. *Authority; Definitions*. Pursuant to a resolution authorizing the issuance and Sale of Sales Tax Revenue Bonds, Series 2026 (the *"Bonds"*) adopted by the City Council of City of North Salt Lake, Utah (the *"City"*) on August 18, 2026 (the *"Resolution"*), the City has authorized the issuance of the Bonds. This certificate is executed pursuant to and in accordance with the delegation of authority contained in the Resolution, as authorized by law, particularly Section 11-14-302 of the Local Government Bonding Act (the *"Act"*). The undersigned is the "Designated Officer" of the City, as that term is defined in the Resolution, duly authorized to execute this Certificate of Determination. All terms used herein and not otherwise defined herein shall have the meanings specified in the Resolution.

2. *Acceptance of Bid*. The bid of ____________________ (the *"Purchaser"*) conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds and is the best bid received for the purchase of the Bonds, resulting in the sale of the Bonds at the lowest obtainable interest rate (a copy of the bid, together with a list of bids received for the Bonds, is attached hereto as *Exhibit A*). The bid of the Purchaser for the purchase of the Bonds, which is set out in full in *Exhibit A* hereto, is hereby accepted, it being hereby found, determined and declared that the Bonds bear interest at the lowest obtainable interest rate. The Bonds shall be issued by the City for the purpose set forth in the Resolution. The sale of the Bonds to the Purchaser at the price of $____________ (representing the par amount of the Bonds, plus $____________ reoffering premium and less $____________ Purchaser's discount) is hereby confirmed. The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in the Indenture.

3. *Aggregate Principal Amount and Maturity of Bonds*. The Bonds shall be issued for the purpose specified in the Resolution in the aggregate principal amount of $[Principal]. The Bonds shall mature on the dates and in the principal amounts, and shall bear interest payable semiannually on __________ and __________, commencing __________, _______, at the respective interest rates per annum, as follows:

| __________ | AMOUNT MATURING | INTEREST RATE |
|---|---|---|
| | $ | % |

4. *Optional Redemption of the Bonds*. The Bonds are subject to redemption at the option of the City on __________, _____ (the *"First Redemption Date"*), and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as will be selected by the City, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the redemption date. Bonds maturing on or prior to the First Redemption Date are not subject to optional redemption.

5. *Mandatory Sinking Fund Redemption of the Bonds*. (a) The Bonds maturing on __________, ______ are subject to mandatory redemption in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

| REDEMPTION DATE (__________) | PRINCIPAL AMOUNT |
|---|---|
| | $ |
| * | * |

___________________

* Stated Maturity

(b) The Bonds maturing on __________, ______ are subject to mandatory redemption in such manner as the Trustee may determine, at a price equal to one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date, on the dates and in the principal amounts as follows:

| REDEMPTION DATE (__________) | PRINCIPAL AMOUNT |
|---|---|
| | $ |
| * | * |

_________________
* Stated Maturity

6. *Use of Proceeds*. The proceeds of the sale of the Bonds shall be deposited ______________________________.

7. *Terms Within Parameters.* The terms and provisions of the Bonds determined and designated herein are within the parameters set forth in the Resolution and otherwise comply with the provisions of the Resolution and the Act.

IN WITNESS WHEREOF, I have hereunto set my hand on _________________, 2026.

By ____________________________________
City Manager and Designated Officer of the
City of North Salt Lake, Utah

## EXHIBIT A

COPIES OF WINNING BID AND LIST OF BIDS RECEIVED FOR THE BONDS

## EXHIBIT D

## NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Sections 11-14-316 and 11-27-4, Utah Code Annotated 1953, as amended, that on August 18, 2026, the City Council (the *"Council"*) of the City of North Salt Lake, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its Sales Tax Revenue Refunding Bonds (the *"Bonds"*), in an aggregate principal amount of not to exceed $15,000,000 to bear interest at a rate or rates of not to exceed 5.50% per annum and to mature not later than 21 years from their date or dates and to be sold at a discount from par not to exceed 2.00%. The Bonds shall be subject to such optional and mandatory redemption and other provisions as are contained in the Master Indenture of Trust, described below, and the final form of the Bonds and Supplemental Indenture, described below.

The Bonds are to be issued and sold by the City pursuant to (a) the Resolution, (b) a Master Indenture of Trust (the *"Master Indenture"*), and (c) a Supplemental Indenture of Trust (the *"Supplemental Indenture"*). The Supplemental Indenture will be executed and delivered at a future date prior to the issuance of the Bonds in substantially the form attached to the Resolution, with such changes thereto as shall be approved by the City, *provided* that the principal amount, interest rate or rates, maturity or maturities and discount will not exceed the maximums set forth above.

The Bonds are to be issued for the purpose of (a) refunding all or a portion of the City's currently outstanding Sales Tax Revenue Bonds, Series 2022 (the *"Refunded Bonds"*); and (b) paying certain costs relating to the issuance of the Bonds, all as set forth in the Resolution, the Master Indenture and the Supplemental Indentures. The aggregate principal amount of the Bonds, if any, issued for the purpose of refunding the Refunded Bonds may exceed the aggregate principal amount of the Refunded Bonds.

The repayment of the Bonds will be secured by a pledge of the legally available revenues from the Local Sales and Use Taxes received by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code (the *"Pledged Taxes"*).

A copy of the Resolution (including the drafts of the Supplemental Indenture and a copy of the Master Indenture attached to the Resolution) is on file in the office of the City Recorder at City Hall, 10 East Center Street, City of North Salt Lake, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that, pursuant to law, for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution (including the Supplemental Indenture attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds.

After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or any provisions made for their security and payment for any cause.

DATED August 18, 2026.

CITY OF NORTH SALT LAKE, UTAH

## EXHIBIT E

## ATTACH FORM OF PRELIMINARY OFFICIAL STATEMENT

# PRELIMINARY OFFICIAL STATEMENT

# City of North Salt Lake, Utah

## $14,330,000*
## Sales Tax Revenue and Refunding Bonds, Series 2026

On Tuesday, October 13, 2026 (up to 9:30:00 a.m., M.D.T.) electronic bids will be received by means of the ***PARITY***® electronic bid submission system. See the "OFFICIAL NOTICE OF BOND SALE—Procedures Regarding Electronic Bidding."

The 2026 Bonds will be awarded to the successful bidder(s) and issued pursuant to the resolution of the City of North Salt Lake; Utah previously adopted on August 18, 2026.

***The City of North Salt Lake, Utah has deemed this PRELIMINARY OFFICIAL STATEMENT final as of the date hereof, for purposes of paragraph (b)(1) of Rule 15c2–12 of the Securities and Exchange Commission, subject to completion with certain information to be established at the time of sale of the 2026 Bonds as permitted by the Rule.***

For additional information with respect to the 2026 Bonds, contact the Municipal Advisor:

ZIONS PUBLIC FINANCE, INC.


**One S Main St 18th Fl**
**Salt Lake City, UT 84133–1109**
**801.844.7373 | f 801.844.4484**
mark.anderson@zionsbancorp.com


This PRELIMINARY OFFICIAL STATEMENT is dated September 29, 2026, and the information contained herein speaks only as of that date.

* Preliminary; subject to change.

(This page has been intentionally left blank.)

# PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 29, 2026

**NEW ISSUE**
Book-Entry Only

**Ratings:** S&P "___"
See "MISCELLANEOUS—Bond Ratings" herein.

*In the opinion of Farnsworth Johnson PLLC, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the 2026 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from taxes imposed by the Utah Individual Income Tax Act. In the further opinion of Bond Counsel, interest on the 2026 Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the 2026 Bonds.*

# City of North Salt Lake, Utah

## $14,330,000*

## Sales Tax Revenue and Refunding Bonds, Series 2026

The $14,330,000*, Sales Tax Revenue and Refunding Bonds, Series 2026 are issued by the City as fully–registered bonds and, when initially issued, will be in book–entry form, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York. DTC will act as securities depository for the 2026 Bonds.

Principal of and interest on the 2026 Bonds (interest payable June 15 and December 15 of each year, commencing June 15, 2027) are payable by U.S. Bank National Association, as Paying Agent, to the registered owners thereof, initially DTC.

The 2026 Bonds are subject to optional redemption prior to maturity and may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See "THE 2026 BONDS—Redemption Provisions" and "—Mandatory Sinking Fund Redemption At Bidder's Option" herein.

The 2026 Bonds are being issued for (i) the purpose of refunding certain sales tax revenue bonds previously issued by the City and to (ii) pay costs associated with the issuance of the 2026 Bonds. See "THE 2026 BONDS—Sources And Uses Of Funds" and "See "THE 2026 BONDS—Plan Of Refunding" herein. The 2026 Bonds and Outstanding Parity Bonds previously issued by the City will be equally and ratably secured under the Indenture.

**The 2026 Bonds are special limited obligations of the City, payable solely from and secured by a pledge of the revenues, moneys, securities and funds pledged therefor in the Indenture. The revenues consist of the Pledged Taxes. No assurance can be given that the Pledged Taxes will remain sufficient for the payment of principal and interest on the 2026 Bonds and the City is limited by Utah law in its ability to increase the rate of such taxes. See "INVESTMENT CONSIDERATIONS IN THE OWNERSHIP OF THE 2026 BONDS" herein. The 2026 Bonds do not constitute general obligation indebtedness or a pledge of the ad valorem taxing power or full faith and credit of the City and are not obligations of the State of Utah or any other agency or other political subdivision or entity of the State of Utah. The City will not mortgage or grant any security interest in all or any portion of the improvements financed with the proceeds of the 2026 Bonds to secure payment of the 2026 Bonds. See "SECURITY AND SOURCES OF PAYMENT" herein.**

**Dated:** Date of Delivery[1]     **Due:** June 15, as shown on inside front cover

**See the inside front cover for the maturity schedule of the 2026 Bonds**

**The 2026 Bonds will be awarded pursuant to competitive bidding received by means of the *PARITY*® electronic bid submission system on Tuesday, October 13, 2026 (as set forth in the OFFICIAL NOTICE OF BOND SALE (dated the date of this PRELIMINARY OFFICIAL STATEMENT).**

**Zions Public Finance, Inc., Salt Lake City, Utah, is acting as Municipal Advisor.**

***This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire OFFICIAL STATEMENT to obtain information essential to the making of an informed investment decision.***

This OFFICIAL STATEMENT is dated September __, 2021, and the information contained herein speaks only as of that date.

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* Preliminary; subject to change.

[1] The anticipated date of delivery is Thursday, October 22, 2026.

# City of North Salt Lake, Utah

## $14,330,000*

## Sales Tax Revenue and Refunding Bonds, Series 2026

**Dated: Date of Delivery[1]** **Due: June 15, as shown below**

| Due June 15 | CUSIP® 66223P | Principal Amount* | Interest Rate | Yield/ Price |
|---|---|---|---|---|
| 2027 | | $625,000 | | |
| 2028 | | 415,000 | | |
| 2029 | | 440,000 | | |
| 2030 | | 460,000 | | |
| 2031 | | 485,000 | | |
| 2032 | | 505,000 | | |
| 2033 | | 535,000 | | |
| 2034 | | 560,000 | | |
| 2035 | | 585,000 | | |
| 2036 | | 615,000 | | |
| 2037 | | 645,000 | | |
| 2038 | | 680,000 | | |
| 2039 | | 715,000 | | |
| 2040 | | 750,000 | | |
| 2041 | | 785,000 | | |
| 2042 | | 825,000 | | |
| 2043 | | 865,000 | | |
| 2044 | | 900,000 | | |
| 2045 | | 940,000 | | |
| 2046 | | 980,000 | | |
| 2047 | | 1,020,000 | | |

**$__________ ____% Term Bond Due June 15, 20__—Price ____%**
(CUSIP® ___)

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* Preliminary; subject to change.

[1] The anticipated date of delivery is Thursday, October 22, 2026.

® CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Global Services, managed by FactSet Research Systems, on behalf of the American Bankers Association.

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This OFFICIAL STATEMENT does not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of, the 2026 Bonds (as defined herein), by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained herein, and if given or made, such other informational representations must not be relied upon as having been authorized by either the City of North Salt Lake, Utah (the "City"); U.S. Bank National Association, ("U.S. Bank") Salt Lake City, Utah (as Trustee, Bond Registrar and Paying Agent); Zions Public Finance, Inc., Salt Lake City, Utah (as Municipal Advisor); the successful bidder(s); or any other entity. All information contained herein has been obtained from the City, The Depository Trust Company, New York, New York and from other sources which are believed to be reliable. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this OFFICIAL STATEMENT nor the issuance, sale, delivery or exchange of the 2026 Bonds, shall under any circumstance create any implication that there has been no change in the affairs of the City since the date hereof.

The 2026 Bonds have not been registered under the Securities Act of 1933, as amended, or any state securities laws in reliance upon exemptions contained in such act and laws. Neither the Securities and Exchange Commission nor any state securities commission has passed upon the accuracy or adequacy of this OFFICIAL STATEMENT. Any representation to the contrary is unlawful.

***The yields/prices at which the 2026 Bonds are offered to the public may vary from the initial reoffering yields/prices on the inside cover pages of this OFFICIAL STATEMENT. In addition, the successful bidder(s) may allow concessions or discounts from the initial offering prices of the 2026 Bonds to dealers and others. In connection with the offering of the 2026 Bonds, the successful bidder(s) may engage in transactions that stabilize, maintain, or otherwise affect the price of the 2026 Bonds. Such transactions may include overallotments in connection with the purchase of 2026 Bonds, the purchase of 2026 Bonds to stabilize their market price and the purchase of 2026 Bonds to cover the successful bidder(s) short positions. Such transactions, if commenced, may be discontinued at any time.***

*Forward–Looking Statements.* Certain statements included or incorporated by reference in this OFFICIAL STATEMENT constitute "forward–looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used, such as "plan," "project," "forecast," "expect," "estimate," "budget" or other similar words. ***The achievement of certain results or other expectations contained in such forward–looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward–looking statements. The City does not plan to issue any updates or revisions to those forward–looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur. See "PROJECTED DEBT SERVICE COVERAGE" herein.***

The CUSIP® (the Committee on Uniform Securities Identification Procedures) identification numbers are provided on the inside cover page of this OFFICIAL STATEMENT and are being provided solely for the convenience of bondholders only, and the City does not make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP® numbers are subject to being changed after the issuance of the 2026 Bonds because of various subsequent actions including, but not limited to, a refunding in whole or in part of the 2026 Bonds.

***The content from websites referenced in this OFFICIAL STATEMENT has not been reviewed for accuracy and completeness. Such information has not been provided in connection with the offering of the 2026 Bonds and is not a part of this OFFICIAL STATEMENT.***

[Map Placeholder.]

# OFFICIAL STATEMENT RELATED TO

# City of North Salt Lake, Utah

## $14,330,000*
## Sales Tax Revenue and Refunding Bonds, Series 2026

### INTRODUCTION

This introduction is only a brief description of the 2026 Bonds, as hereinafter defined, the security and source of payment for the 2026 Bonds and certain information regarding the City of North Salt Lake, Utah (the "City"). The information contained herein is expressly qualified by reference to the entire OFFICIAL STATEMENT. Investors are urged to make a full review of the entire OFFICIAL STATEMENT as well as the documents summarized or described herein.

See the following appendices that are attached hereto and incorporated herein by reference: "APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025;" "APPENDIX B—THE MASTER TRUST INDENTURE;" "APPENDIX C—FORM OF OPINION OF BOND COUNSEL;" "APPENDIX D—FORM OF LIMITED CONTINUING DISCLOSURE UNDERTAKING;" and "APPENDIX E—BOOK–ENTRY SYSTEM."

When used herein the terms "Fiscal Year[s] 20YY" or "Fiscal Year[s] End[ed][ing] June 30, 20YY" shall refer to the year beginning on July 1 and ending on June 30 of the year indicated. When used herein the terms "Calendar Year[s] 20YY"; "Calendar Year[s] End[ed][ing] December 31, 20YY"; or "Tax Year 20YY" shall refer to the year beginning on January 1 and ending on December 31 of the year indicated. Unless otherwise indicated, capitalized terms used in this OFFICIAL STATEMENT shall have the meaning established in the Indenture (as hereinafter defined). See "APPENDIX B—THE MASTER TRUST INDENTURE."

**Public Sale/Electronic Bid**

The 2026 Bonds will be awarded pursuant to competitive bidding received by means of the ***PARITY***® electronic bid submission system on Tuesday, October 13, 2026, as set forth in the OFFICIAL NOTICE OF BOND SALE (dated the date of this PRELIMINARY OFFICIAL STATEMENT).

See the "OFFICIAL NOTICE OF BOND SALE" above.

**City of North Salt Lake, Utah**

The City, incorporated in 1946, covers an area of approximately 8.6 square miles and is located in the southeastern portion of Davis County (the "County"). The City is approximately six miles north of Salt Lake City, Utah. The City had 23,588 residents per the 2025 U.S. Census Bureau estimates. See "CITY OF NORTH SALT LAKE, UTAH" below.

**The 2026 Bonds**

This OFFICIAL STATEMENT, including the cover page, introduction and appendices, provides information in connection with the issuance and sale by the City of its $14,330,000*, Sales Tax Revenue and Refunding Bonds, Series 2026 (the "2026 Bonds" or "2026 Bond"), initially issued in book–entry form.

**Authority And Purpose Of The 2026 Bonds; Outstanding Parity Bonds**

*Authority.* (i) the Utah Refunding Bond Act, Title 11, Chapter 27 (the "Refunding Act"), Utah Code Annotated 1953, as amended (the "Utah Code"), and other applicable provisions of law; (ii) a resolution adopted by the City Council of the City

* Preliminary; subject to change.

on August 18, 2026 (the “Resolution”); and (iii) a Master Trust Indenture, dated as of May 1, 2010, as previously supplemented and amended (the “Master Indenture”) between the City and U.S. Bank National Association, Salt Lake City, Utah (“U.S. Bank”), as trustee (the “Trustee”), as further supplemented by a Fourth Supplemental Indenture of Trust, dated as of October 1, 2026, between the City and the Trustee (the “Fourth Supplemental Indenture”) providing for the issuance of the 2026 Bonds. The Master Indenture, together with all amendments or supplements thereto, including without limitation the Third Supplemental Indenture, is sometimes referred to collectively herein, as the “Indenture.”

*Purpose.* The 2026 Bonds are being issued for (i) the purpose of refunding certain sales tax revenue bonds previously issued by the City and (ii) paying costs associated with the issuance of the 2026 Bonds. See “THE 2026 BONDS—Sources And Uses Of Funds” and “See “THE 2026 BONDS—Plan Of Refunding” herein. The 2026 Bonds and Outstanding Parity Bonds previously issued by the City will be equally and ratably secured under the Indenture.

**Outstanding Parity Bonds**

*Outstanding Parity Bonds.* The City has outstanding under the Master Indenture its:

(i) $7,455,000 (original principal amount) Sales Tax Revenue Bonds, Series 2021, dated September 30, 2021, currently outstanding in the aggregate principal amount of $5,415,000 (the “2021 Bonds”);
(ii) $ 2,521,000 (original principal amount) Sales Tax Revenue and Refunding Bonds, Series 2019, dated December 17, 2019, currently outstanding in aggregate principal amount of $984,000 (the “2019 Bonds”);
(iii) $16,692,000 (original principal amount) Sales Tax Revenue Bonds, Series 2022, currently outstanding in the aggregate principal amount $14,682,000 (the”2022 Bonds”), dated December 7, 2022. *It is anticipated that the 2026 Bonds will refund all of the outstanding 2022 Bonds on Thursday, October 22, 2026.*

The 2021 Bonds, the 2021 Bonds, and the 2019 Bonds together comprise and are referred to herein as the “Outstanding Parity Bonds.”

**Security And Source Of Payment**

The 2026 Bonds are special limited obligations of the City payable on a parity with the Outstanding Parity Bonds, solely from and secured solely by the Revenues, moneys, securities and funds pledged therefor under the Indenture between the City and the Trustee. The Revenues consist of all the revenues produced by the sales and use taxes levied by the City under (i) the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the “Local Sales and Use Tax Act”) and (ii) the City Option Sales and Use Tax Act, Title 59, Chapter 12, Part 11, Utah Code (the “City Option Sales and Use Tax Act”) (collectively, the “Pledged Taxes”).

No assurance can be given that the Pledged Taxes will remain sufficient for the payment of the principal of or interest on the 2026 Bonds and the City is limited by State law in its ability to increase the rate of such taxes. See “INVESTMENT CONSIDERATIONS IN THE OWNERSHIP OF THE 2026 BONDS” below. The 2026 Bonds do not constitute general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in any of the improvements financed or refinanced with the proceeds of the 2026 Bonds to secure payment of the 2026 Bonds.

See “SECURITY AND SOURCES OF PAYMENT” below.

The 2026 Bonds are secured on a parity lien with the Outstanding Parity Bonds and with any additional bonds, notes or other obligations that may be issued from time to time under the Indenture (the “Additional Bonds”). See “SECURITY AND SOURCES OF PAYMENT—Issuance Of Additional Bonds” below. The 2026 Bonds, the Outstanding Parity Bonds and any Additional Bonds which may be issued from time to time under the Indenture are collectively referred to herein as the “Bonds.”

**Pledged Taxes**

The Pledged Taxes for Fiscal Year 202_ have been estimated at __________ and will, if maintained at that level, provide coverage of _. _ times the expected maximum debt service of approximately $1,894,385.81* occurring in Fiscal Year 2027 (combined debt service of the 2026 Bonds and the outstanding parity bonds).

Under the Indenture, the City may issue Additional Bonds if Pledged Taxes for any consecutive 12–month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the maximum annual debt service on all Bonds including the Additional Bonds to be Outstanding following the issuance of the Additional Bonds.

See "SECURITY AND SOURCES OF PAYMENT—Pledged Taxes," "HISTORICAL DEBT SERVICE COVERAGE," and "PROJECTED DEBT SERVICE COVERAGE" below.

**Redemption Provisions For The 2026 Bonds**

The 2026 Bonds are subject to optional redemption prior to maturity and may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See "THE 2026 BONDS—Redemption Provisions" and "—Mandatory Sinking Fund Redemption At Bidder's Option" herein.

**Registration, Denominations, Manner Of Payment**

The 2026 Bonds are issuable only as fully–registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, ("DTC"). DTC will act as securities depository of the 2026 Bonds. Purchases of the 2026 Bonds will be made in book–entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC's Direct Participants (as defined herein). Beneficial Owners (as defined herein) of the 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the 2026 Bonds. "Direct Participants," "Indirect Participants" and "Beneficial Owners" are defined in "APPENDIX E—BOOK–ENTRY SYSTEM."

Principal of and interest on the 2026 Bonds (interest payable June 15 and December 15 of each year, commencing June 15, 2027) are payable by U.S Bank National Association, as paying agent (the "Paying Agent") for the 2026 Bonds, to the registered owners of the 2026 Bonds. So long as Cede & Co. is the registered owner of the 2026 Bonds, DTC will, in turn, remit such principal and interest to its Direct Participants, for subsequent disbursements to the Beneficial Owners of the 2026 Bonds, as described in "APPENDIX E—BOOK–ENTRY SYSTEM."

So long as DTC or its nominee is the registered owner of the 2026 Bonds, neither the City nor the Trustee will have any responsibility or obligation to any Direct or Indirect Participants of DTC, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice for the Direct Participants, Indirect Participants or the Beneficial Owners of the 2026 Bonds. Under these same circumstances, references herein and in the Indenture to the "Bondowners" or "Registered Owners" of the 2026 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 2026 Bonds.

**Tax Matters Regarding The 2026 Bonds**

In the opinion of Farnsworth Johnson PLLC, Bond Counsel to the City, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the 2026 Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the 2026 Bonds is exempt from State of Utah individual income taxes.

See "TAX MATTERS" below for a more complete discussion. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the 2026 Bonds.

**Professional Services**

In connection with the issuance of the 2026 Bonds, the following have served the City in the capacity indicated.

*Trustee, Bond Registrar, Paying Agent*
U.S. Bank National Association
Corporate Trust Department
170 S Main St Ste 200
Salt Lake City, UT 84010
801.534.6083 | f 801.524.4838
laurel.bailey@usbank.com

*Bond Counsel and Disclosure Counsel*
Farnsworth Johnson PLLC
180 N University Ave Ste 260
Provo, UT 84601
801.932.0317 | f 801.364.5032
brandon@farnsworthjohnson.com

| *City Attorney* | *Municipal Advisor* |
|---|---|
| Hayes Godfrey Bell, PC<br>Todd J. Godfrey<br>2118 East 3900 South #300<br>Holladay, UT 84124<br>801.272.8998<br>tgodfrey@hgblaw.net | Zions Public Finance, Inc.<br>Zions Bank Building<br>One S Main St 18th Fl<br>Salt Lake City, UT 84133–1109<br>801.844.7377 \| f 801.844.4484<br>mark.anderson@zionsbancorp.com |

**Conditions Of Delivery, Anticipated Date, Manner, And Place Of Delivery**

The 2026 Bonds are offered, subject to prior sale, when, as and if issued and received by the successful bidder(s), subject to the approval of legality of the 2026 Bonds by Farnsworth Johnson PLLC., Bond Counsel to the City, and certain other conditions. Certain legal matters will be passed on for the City by Todd Godfrey, City Attorney. Certain matters regarding this OFFICIAL STATEMENT will be passed on by Farnsworth Johnson PLLC. It is expected the 2026 Bonds, in book–entry form, will be available for delivery to DTC or its agent on or about Thursday, October 22, 2026.

**Limited Continuing Disclosure Undertaking**

The City will execute a continuing disclosure undertaking for the benefit of the Beneficial Owners of the 2026 Bonds. For a detailed discussion of this undertaking, previous undertakings and timing of submissions see "CONTINUING DISCLOSURE UNDERTAKING" below and "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

**Basic Documentation**

This OFFICIAL STATEMENT speaks only as of its date, and the information contained herein is subject to change. Brief descriptions of the City, the 2026 Bonds, and the Indenture are included in this OFFICIAL STATEMENT. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document and references herein to the 2026 Bonds are qualified in their entirety by reference to the form thereof included in the Indenture.

Descriptions of the Indenture and the 2026 Bonds are qualified by reference to bankruptcy and other laws affecting the remedies for the enforcement of the rights and security provided therein and the effect of the exercise of the police power by any entity having jurisdiction. See "APPENDIX B—THE MASTER TRUST INDENTURE." The "basic documentation" which includes the Indenture, the closing documents and other documentation authorizing the issuance of the 2026 Bonds and establishing the rights and responsibilities of the City and other parties to the transaction may be obtained from the "contact persons" as indicated below.

**Contact Persons**

As of the date of this OFFICIAL STATEMENT, additional requests for information may be directed to Zions Public Finance, Inc., Salt Lake City, Utah (the "Municipal Advisor") to the City:

Mark Anderson, Vice President, mark.anderson@zionsbancorp.com
Heather Phipps, Relationship Manager, heather.phipps@zionsbancorp.com
Zions Public Finance, Inc.
One S Main St 18th Fl
Salt Lake City, UT 84133–1109
801.844.7379

As of the date of this OFFICIAL STATEMENT, the chief contact person for the City concerning the 2026 Bonds is:

Ken Leetham, City Manager and Treasurer, kenl@nslcity.gov
City of North Salt Lake
10 E. Center St.
North Salt Lake, UT 84054
801.335.8725 | f 801.335.8719

## CONTINUING DISCLOSURE UNDERTAKING

### Continuing Disclosure Undertaking For 2026 Bonds

The City will enter into a Disclosure Undertaking for the benefit of the Beneficial Owners of the 2026 Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system ("EMMA") pursuant to the requirements of paragraph (b)(5) of Rule 15c2–12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and other terms of the Disclosure Undertaking, including termination, amendment and remedies, are set forth in the form of Disclosure Undertaking in "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

***During the five years prior to the date of this OFFICIAL STATEMENT, the City has not failed to comply in all material respects with its prior undertakings pursuant to the Rule.***

The City will submit its annual comprehensive financial report ("ACFR") (Fiscal Year Ending June 30) and other operating and financial information on or before January 26 (not more than 210 days from the end of the Fiscal Year). The City will submit the Fiscal Year 2026 ACFR and other required operating and financial information for the 2026 Bonds on or before January 26, 2027, and annually thereafter on or before each January 26.

A failure by the City to comply with the Disclosure Undertaking will not constitute a default under the Indenture and the Beneficial Owners of the 2026 Bonds are limited to the remedies described in the Disclosure Undertaking. A failure by the City to comply with the Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the 2026 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the 2026 Bonds and their market price.

## INVESTMENT CONSIDERATIONS IN THE OWNERSHIP OF THE 2026 BONDS

*This section contains a general overview of certain risk factors which should be considered, in addition to the other matters set forth in this OFFICIAL STATEMENT, in evaluating an investment in the 2026 Bonds. This section is not meant to be a comprehensive or definitive discussion of the risks associated with an investment in the 2026 Bonds, and the order in which this information is presented does not necessarily reflect the relative importance of various risks. Potential investors in the 2026 Bonds are advised to consider the following factors, among others, and to review this entire OFFICIAL STATEMENT to obtain information essential to making of an informed investment decision. Any one or more of the investment considerations discussed below, among others, could adversely affect the financial condition of the City or its ability to make scheduled debt service payment on Bonds. There can be no assurance that other risks not discussed herein will not become material in the future.*

### Uncertainty Of World, National, And Local Economic Activity

The amount of Pledged Taxes to be collected by the City is dependent on a number of factors beyond the control of the City, including, but not limited to, the state of the United States economy and the economy of the City and the State. Any one or more of these factors could result in the City receiving less Pledged Taxes than anticipated. During periods in which economic activity declines, Pledged Taxes are likely to fall as compared to an earlier year. In addition, Pledged Taxes are dependent on the volume of the transactions subject to the tax. From time to time, proposals have been made by the Utah State Legislature (the "State Legislature") to add or remove certain types of purchases from the sales tax and the State (like many other states) has recognized the potential reduction in sales tax revenues because of purchases made through the internet and other non–traditional means. See "SECURITY AND SOURCE OF PAYMENT—Pledged Taxes" below.

### The 2026 Bonds Are Limited Obligations; Limitation On Increasing Rates For Pledged Taxes

The 2026 Bonds are special limited obligations of the City, payable solely from the Pledged Taxes, moneys, securities and funds pledged therefor in the Indenture. No assurance can be given that the amount of Pledged Taxes received by the City will remain sufficient for the payment of the principal or interest on the 2026 Bonds and the City is limited by State law in its ability to increase the rate of such taxes. *The City currently levies the maximum rate allowed under the Local Sales and Use Tax Act for all taxes making up the Pledged Taxes.* The 2026 Bonds do not constitute general obligation indebtedness or a pledge of the ad valorem taxing power or the full faith and credit of the City and are not obligations of the State or any other agency or other political subdivision or entity of the State. The City will not mortgage or grant any security interest in any of the projects financed with the proceeds of the 2026 Bonds to secure payment of the 2026 Bonds.

**No Debt Service Reserve Fund For The 2026 Bonds**

Pursuant to the Indenture, each Series of Bonds is secured (if at all) by a separate subaccount in the Debt Service Reserve Fund. *Upon the issuance of the 2026 Bonds, no subaccounts of the Debt Service Reserve Fund will be funded with respect to the 2026 Bonds.*

**State Legislative Changes To Sales Tax Statutes**

The State Legislature has authority to alter the statutes under which the City derives its various sales and use tax revenues, including specifically the Pledged Taxes. From time-to-time proposals are discussed and introduced to change these statutes, including changes that could significantly reduce the amount of Pledged Taxes the City receives. This can be done by, among other things, expanding or diminishing the sales tax base, reducing rates or altering the formula by which the tax revenues are allocated among the counties, cities and towns within the State. The City cannot predict whether the State Legislature will change sales and use tax base, rates, and/or distributions, including changes that could affect Pledged Taxes at some point in the future. See also, "SECURITY AND SOURCES OF PAYMENT—State Pledge Of Nonimpairment" below.

**Climate Change Risk; Natural Disasters And Global Health Emergencies**

There are potential risks to the City that are associated with climate change as the frequency, timing, and severity of extreme weather events increase. The City cannot predict how or when various climate change risks may occur, nor can they quantify the impact on the City or its operations.

Utah is experiencing prolonged drought conditions, including a severe snow drought (Winter 2025-2026) affecting water availability along the Wasatch Front. Extended severe drought conditions may contribute to adverse environmental and public health effects, including reduced air quality caused by wind-driven dust storms from exposed lakebeds, such as the drying Great Salt Lake, which contains arsenic and other contaminants. The State has also experienced significant wildfire and forest fire activity, which has periodically resulted in diminished air quality both from instate events and from wildfires occurring in surrounding regions.

Severe drought and wildfire conditions may adversely affect the State's and the City's economy through impacts including, but not limited to, reduced economic development opportunities, property damage or loss, decreased tourism activity, and reduced agricultural productivity. Such conditions may also negatively affect wildlife populations, natural habitats, and other natural resources.

Natural disasters (including earthquakes, mudslides, wildfires/forest fires, heat waves, floods, windstorms, droughts, and avalanches) and future, global health emergencies are possible and may affect the State's and the City's economy.

Regional, national, or global epidemics or pandemics, could have materially adverse local, regional, national, or global economic and social impacts. The City's finances may be materially adversely affected by epidemics and pandemics.

*The City cannot predict how or when any climate–change–related events, natural disasters, or health emergencies may occur; nor can it quantify the impact of such events on the City or its operations.*

## THE 2026 BONDS

**General**

The 2026 Bonds will be dated the date of their original issuance and delivery[1] (the "Dated Date") and will mature on June 15 of the years and in the amounts as set forth on the inside cover page of this OFFICIAL STATEMENT.

The 2026 Bonds will bear interest from their Dated Date at the rates set forth on the inside cover page of this OFFICIAL STATEMENT. Interest on the 2026 Bonds is payable semiannually on each June 15 and December 15, commencing June 15, 2027. Interest on the 2026 Bonds will be computed based on a 360–day year comprised of 12, 30–day months. In

[1] The anticipated date of delivery is Thursday, October 22, 2026.

addition to acting as the initial Trustee and Paying Agent, U.S. Bank is also the initial Bond Registrar with respect to the 2026 Bonds (in such capacity, the "Bond Registrar") under the Indenture.

The 2026 Bonds will be issued as fully–registered bonds, initially in book–entry form, in the denomination of $5,000 or any integral multiple thereof, not exceeding the amount of each maturity.

**Plan Of Refunding**

The City previously issued the 2022 Bonds, the original proceeds of which were used to finance the costs of improvements to Hatch Park, fun any necessary reserves, and pay the costs associated with the issuance of the 2022 Bonds.

Certain proceeds from the 2026 Bonds, in the aggregate amount of $ $14,682,000.00*, will be deposited with U.S Bank National Association, as paying agent to redeem the 2022 Bonds at a redemption price of 100% of the principal amount thereof on Thursday, October 22, 2026* (the "Redemption Date") plus interest to the redemption date. The 2022 Bonds mature on the dates and in the amounts, and bear interest at the rates, as follows:

| Scheduled Maturity (June 15) | Redemption Date | Principal Amount | Interest Rate | Redemption Price |
|---|---|---|---|---|
| 2027 | October 22, 2026 | $450,000 | 3.50% | 100% |
| 2028 | October 22, 2026 | 466,000 | 3.60 | 100 |
| 2029 | October 22, 2026 | 483,000 | 3.70 | 100 |
| 2030 | October 22, 2026 | 501,000 | 3.80 | 100 |
| 2031 | October 22, 2026 | 520,000 | 3.90 | 100 |
| 2032 | October 22, 2026 | 540,000 | 4.00 | 100 |
| 2033 | October 22, 2026 | 562,000 | 4.10 | 100 |
| 2034 | October 22, 2026 | 585,000 | 4.20 | 100 |
| 2035 | October 22, 2026 | 609,000 | 4.30 | 100 |
| 2036 | October 22, 2026 | 635,000 | 4.40 | 100 |
| 2037 | October 22, 2026 | 663,000 | 4.50 | 100 |
| 2038 | October 22, 2026 | 693,000 | 4.60 | 100 |
| 2039 | October 22, 2026 | 725,000 | 4.70 | 100 |
| 2040 | October 22, 2026 | 759,000 | 4.80 | 100 |
| 2041 | October 22, 2026 | 795,000 | 4.90 | 100 |
| 2042 | October 22, 2026 | 834,000 | 5.00 | 100 |
| 2043 | October 22, 2026 | 876,000 | 5.10 | 100 |
| 2044 | October 22, 2026 | 921,000 | 5.20 | 100 |
| 2045 | October 22, 2026 | 969,000 | 5.30 | 100 |
| 2046 | October 22, 2026 | 1,020,000 | 5.50 | 100 |
| 2047 | October 22, 2026 | 1,076,000 | 5.70 | 100 |

(Source: the Municipal Advisor.)

**Sources And Uses Of Funds**

The proceeds from the sale of the 2026 Bonds are estimated to be applied as set forth below:

| | |
|---|---|
| *Sources of Funds:* | |
| Par amount of 2026 Bonds………… | $ - |
| [Net] reoffering premium/discount………… | |
| Total Sources………… | $ - |
| *Uses of Funds:* | |
| Deposit to Current Refunding Account………… | $ - |
| Cost of Issuance (1) ………… | |
| Successful Bidder's Discount………… | |
| Total Uses………… | $ - |

(Source: the Municipal Advisor.)

* Preliminary; subject to change.

**Redemption Provisions**

The 2026 Bonds are subject to optional redemption prior to maturity and may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See "THE 2026 BONDS—Redemption Provisions" and "—Mandatory Sinking Fund Redemption At Bidder's Option" below.

**Mandatory Sinking Fund Redemption At Bidder's Option**

The 2026 Bonds may be subject to mandatory sinking fund redemption at the option of the successful bidder(s). See "OFFICIAL NOTICE OF BOND SALE—Term Bonds and Mandatory Sinking Fund Redemption at Bidder's Option."

**Notice Of Redemption**

Notice of redemption shall be given by the Bond Registrar by first class mail, not less than 30 nor more than 60 days prior to the redemption date, to the owner, as of the Record Date (as defined herein), of each 2026 Bond that is subject to redemption, at the address of such owner as it appears on the registration books of the City kept by the Bond Registrar, or at such other address as is furnished to the Bond Registrar in writing by such owner on or prior to the Record Date. Each notice of redemption will state redemption date, the place of redemption, the redemption price and, if less than all of the 2026 Bonds are to be redeemed, the respective principal amounts to be redeemed, and will also state that the interest on the 2026 Bonds in such notice designated for redemption will cease to accrue from and after such redemption date and that on the redemption date there will become due and payable on each of the 2026 Bonds to be redeemed the principal thereof and interest accrued thereon to the redemption date.

Each notice of optional redemption may further state that such redemption will be conditioned upon the receipt by the Paying Agent, on or prior to the date fixed for redemption, of moneys sufficient to pay the principal of and premium, if any, and interest on such 2026 Bonds to be redeemed and that if such moneys have not been so received the notice will be of no force or effect and the City will not be required to redeem such 2026 Bonds. If such notice of redemption contains such a condition and such moneys are not so received, the redemption will not be made, and the Bond Registrar will within a reasonable time thereafter give notice, in the way the notice of redemption was given, that such moneys were not so received. Any such notice mailed will be conclusively presumed to have been duly given, whether the Bondowner receives such notice. Failure to give such notice or any defect therein with respect to any 2026 Bond will not affect the validity of the proceedings for redemption with respect to any other 2026 Bond.

In addition to the foregoing notice, further notice of such redemption will be given by the Trustee to MSRB as provided in the Fourth Supplemental Indenture, but no defect in such further notice nor any failure to give all or any portion of such notice will in any manner affect the validity of a call for redemption if notice thereof is given as prescribed above and in the Third Supplemental Indenture.

*For so long as a book–entry system is in effect with respect to the 2026 Bonds, the Bond Registrar will mail notices of redemption to DTC or its successor. Any failure of DTC to convey such notice to any Direct Participants or any failure of the Direct Participants or Indirect Participants to convey such notice to any Beneficial Owner will not affect the sufficiency of the notice or the validity of the redemption of 2026 Bonds. See "THE 2026 BONDS—Book–Entry System" below.*

**Registration And Transfer; Record Date**

*Registration and Transfer*. In the event the book–entry system is discontinued, any 2026 Bond may, in accordance with its terms, be transferred, upon the registration books kept by the Bond Registrar, by the person in whose name it is registered, in person or by such owner's duly authorized attorney, upon surrender of such 2026 Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Bond Registrar. No transfer will be effective until entered on the registration books kept by the Bond Registrar. Whenever any 2026 Bond is surrendered for transfer, the Bond Registrar will authenticate and deliver a new fully–registered 2026 Bond or 2026 Bonds of the same series, designation, maturity and interest rate and of authorized denominations duly executed by the City, for a like aggregate principal amount.

The 2026 Bonds may be exchanged at the principal corporate office trust of the Trustee for a like aggregate principal amount of fully–registered 2026 Bonds of the same series, designation, maturity and interest rate of other authorized denominations.

For every such exchange or transfer of the 2026 Bonds, the Trustee will require the payment by the registered owner requesting such transfer or exchange any tax or other governmental charge required to be paid with respect to such exchange or transfer of the 2026 Bonds.

*Record Date*. "Regular Record Date" means, with respect to any Interest Payment Date for any Series of Bonds, the date specified as the Regular Record Date in the Supplemental Indenture authorizing the issuance of such Series of Bonds. "Special Record Date" means such date as may be fixed for the payment of defaulted interest on the 2026 Bonds in accordance with the Indenture. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Trustee will not be required to transfer or exchange any 2026 Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day 15 days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day 15 days prior to the mailing of notice calling any 2026 Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The City, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each 2026 Bond is registered in the registration books kept by the Bond Registrar as the holder and absolute owner thereof for receiving payment of, or on account of, the principal, premium and interest due thereon and for all other purposes whatsoever.

**Book–Entry System**

DTC will act as securities depository for the 2026 Bonds. The 2026 Bonds will be issued as fully–registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully–registered 2026 Bond certificate will be issued for each maturity of the 2026 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See "APPENDIX E—BOOK–ENTRY SYSTEM" for a more detailed discussion of the book–entry system and DTC.

In the event the book–entry system is discontinued, the principal of and interest on the 2026 Bonds will be payable at the office of the Trustee, as Paying Agent.

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**Debt Service On The 2026 Bonds**

| | The 2026 Bonds | | | |
|---|---|---|---|---|
| Payment Date | Principal* | Interest | Period Total | Fiscal Total |
| June 15, 2027 | $625,000.00 | | | |
| December 15, 2027 | - | | | |
| June 15, 2028 | 415,000.00 | | | |
| December 15, 2028 | - | | | |
| June 15, 2029 | 440,000.00 | | | |
| December 15, 2029 | - | | | |
| June 15, 2030 | 460,000.00 | | | |
| December 15, 2030 | - | | | |
| June 15, 2031 | 485,000.00 | | | |
| December 15, 2031 | - | | | |
| June 15, 2032 | 505,000.00 | | | |
| December 15, 2032 | - | | | |
| June 15, 2033 | 535,000.00 | | | |
| December 15, 2033 | - | | | |
| June 15, 2034 | 560,000.00 | | | |
| December 15, 2034 | - | | | |
| June 15, 2035 | 585,000.00 | | | |
| December 15, 2035 | - | | | |
| June 15, 2036 | 615,000.00 | | | |
| December 15, 2036 | - | | | |
| June 15, 2037 | 645,000.00 | | | |
| December 15, 2037 | - | | | |
| June 15, 2038 | 680,000.00 | | | |
| December 15, 2038 | - | | | |
| June 15, 2039 | 715,000.00 | | | |
| December 15, 2039 | - | | | |
| June 15, 2040 | 750,000.00 | | | |
| December 15, 2040 | - | | | |
| June 15, 2041 | 785,000.00 | | | |
| December 15, 2041 | - | | | |
| June 15, 2042 | 825,000.00 | | | |
| December 15, 2042 | - | | | |
| June 15, 2043 | 865,000.00 | | | |
| December 15, 2043 | - | | | |
| June 15, 2044 | 900,000.00 | | | |
| December 15, 2044 | - | | | |
| June 15, 2045 | 940,000.00 | | | |
| December 15, 2045 | - | | | |
| June 15, 2046 | 980,000.00 | | | |
| December 15, 2046 | - | | | |
| June 15, 2047 | 1,020,000.00 | | | |
| | $14,330,000.00 | | | |

*Preliminary; subject to change.
(Source: the Municipal Advisor.)

## SECURITY AND SOURCES OF PAYMENT

**The Indenture**

The 2026 Bonds are special limited obligations of the City, payable solely from and secured by a pledge of the Pledged Taxes and certain funds and accounts pledged therefor and established by the Indenture. The Pledged Taxes consist of all the revenues produced by the Pledged Taxes. No assurance can be given that the Pledged Taxes will remain sufficient for the payment of principal of and interest on the 2026 Bonds and the City is limited by State law in its ability to increase the rate of such taxes. See "INVESTMENT CONSIDERATIONS IN THE OWNERSHIP OF THE 2026 BONDS" above. The 2026 Bonds do not constitute general obligation indebtedness or a pledge of the ad valorem taxing power or full faith and credit of the City and are not obligations of the State or any other agency or other political subdivision or entity of the State.

The City will not mortgage or grant any security interest in any of the improvements financed or refinanced with the proceeds of the 2026 Bonds to secure payment of the 2026 Bonds.

Upon the occurrence of an Event of Default specified in the Indenture, the Trustee or the Registered Owners of the 2026 Bonds may pursue certain remedies to enforce the obligations of the City under the Indenture. These remedies do not include the right to declare all the principal of and interest on the 2026 Bonds to be immediately due and payable. See "APPENDIX B—THE MASTER TRUST INDENTURE—Article IX–Events of Default; Remedies" (page B–56).

**State Pledge Of Nonimpairment**

In accordance with the provisions of the State statutes, the State pledges and agrees with the holders of Bonds that it will not alter, impair or limit the sales taxes in a manner that reduces the amounts rebated to the City which are devoted or pledged for the payment of such Bonds until such Bonds, together with applicable interest, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the holders of outstanding Bonds.

The City notes that this provision has not been interpreted by a court of law and, therefore, the extent that such provision would (i) be upheld under constitutional or other legal challenge, (ii) protect the current rates and collection of all Pledged Taxes, or (iii) impact any other aspect of Pledged Taxes, cannot be predicted by the City.

See also "INVESTMENT CONSIDERATION IN THE OWNERSHIP OF THE 2026 BONDS—State Legislative Changes To Sales Tax Statutes" above.

**Flow Of Funds**

To secure timely payment of the principal of and interest on the 2026 Bonds, the City has pledged and assigned to the Trustee the Pledged Taxes and all moneys in certain funds and accounts established by the Indenture. The Indenture establishes a Construction Fund, a Revenue Fund, a Bond Fund, and certain other funds and accounts.

See "APPENDIX B—THE MASTER TRUST INDENTURE–Article V. Pledge of Revenues; Establishment of Funds and Application Thereof–Section 5.06 Flow of Funds" (page B–36).

**Pledged Taxes**

*Pledged Taxes*. Under State law sales taxes are imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. A use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State or the tangible personal property is stored, used or otherwise consumed in the State.

A sales and use tax due and unpaid constitute a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding the sheriff to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

The Local Sales and Use Tax Act provides that each county, city and town in the State may levy a local sales and use tax of up to 1% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1%, various provisions of the Local Sales and Use Tax Act encourage local governments to levy these taxes at the rate of 1%. The legislative intent contained in the Local Sales and Use Tax Act is to provide an additional source of revenue to assist local governments to meet their financial needs and to service their bonded indebtedness. The local sales and use taxes discussed in this paragraph and received by the City are the Pledged Taxes from which a portion of the Revenues is derived. *The City has levied the Pledged Taxes at the maximum legal rate of 1%.*

Local sales and use taxes, including the Pledged Taxes, are collected by the State Tax Commission and distributed monthly to each county, city and town. Generally, the distributions are based on a formula, which provides that (i) 50% of sales tax collections will be distributed based on the percentage of the population of the local government to the total population of all similar local governments in the State and (ii) 50% of sales tax collections will be distributed based on the point of sale (the "50/50 Distribution"). The 50/50 Distribution formula is subject to legislative changes and the State Legislature has from time to time discussed altering this 50/50 Distribution formula. Changes to such formula have been and continue to be under discussion and the City cannot predict whether the State Legislature will make any such adjustments.

*Collections*. The following table shows the amount of Pledged Taxes collected and received by the City for the past 10 Fiscal Years.

| Fiscal Year Ended June 30 | Pledged Taxes | % Increase (Decrease) From Prior Year |
|---|---|---|
| 2025 | $6,850,924 | 3.9% |
| 2024 | 6,591,278 | (1.7) |
| 2023 | 6,706,873 | 5.9 |
| 2022 | 6,331,832 | 15.5 |
| 2021 | 5,480,812 | 16.8 |
| 2020 | 4,693,916 | 4.7 |
| 2019 | 4,482,083 | 4.0 |
| 2018 | 4,309,400 | 10.0 |
| 2017 | 3,916,229 | 10.0 |
| 2016 | 3,560,963 | [ ] |

(Source: the City, compiled by the Municipal Advisor.)

*The Larger Sales Taxpayers*. State law prohibits disclosure of actual dollar figures of sales and use tax collections by specific businesses. However, for the most current 12 months reported (***[Month Year]*** through ***[Month Year]***) the largest 10 businesses collected approximately ***[__._%]*** of the total pledged taxes collected in the City. The largest tax collection by a single business was approximately ***[__._%]***. Larger sales taxpayers include ***[sector]***, ***[sector]***, and ***[sector]***. (Source: City of North Salt Lake from data provided by the Utah State Tax Commission.)

**No Debt Service Reserve Fund For The 2026 Bonds And Outstanding Parity Bonds**

Pursuant to the Indenture, each Series of Bonds, if required, may be secured by a separate subaccount in the Debt Service Reserve Fund as described below.

*2026 Bonds*. Upon the issuance of the 2026 Bonds there will be no funding of an account of the Debt Service Reserve Fund with respect to the 2026 Bonds.

*Outstanding Parity Bonds*. No subaccount of the Debt Service Reserve Fund has been required to be funded with respect to the Outstanding Parity Bonds.

**Issuance Of Additional Bonds**

The Indenture permits the issuance of Additional Bonds by the City that are payable on a parity with the Bonds out of the Pledged Taxes, funds and accounts pledged under the Indenture. The Indenture does not limit the amount of Additional Bonds that may be issued by the City but requires that certain requirements must be satisfied as a condition to the issuance of any Additional Bonds.

The City shall not issue any bonds, notes or other indebtedness payable on a priority to the pledge of Revenues for the payment of the Bonds herein without the prior written consent of the Bondholders of 100% of the Outstanding Bonds.

*Requirements for the Issuance of Refunding Bonds*. Additional Bonds may be issued by the City to refund any Bonds outstanding under the Indenture upon the delivery to the Trustee by the City of either of the following:

(a) A Written Certificate of the City demonstrating that the Aggregate Debt Service on the Refunding Bonds for each fiscal year is no greater than 100% of the Aggregate Debt Service on the Refunded Bonds for each such fiscal year; or

(b) A Written Certificate of the City setting forth that for any year within 24 calendar months next preceding the authentication and delivery of such Refunding Bonds, the Revenues for such period and demonstrating that such Revenues are equal to or greater than 200% of the Maximum Annual Debt Service on all outstanding Bonds upon the issuance of the proposed Refunding Bonds, together with any adjustments to Maximum Annual Debt Service described in paragraph (i) below.

(i) In determining the Maximum Annual Debt Service on all outstanding Bonds, the City may reduce the debt ser-vice on any Series of Bonds for any Fiscal Year by the amount of capitalized interest available to pay the interest on such Bonds.

## HISTORICAL DEBT SERVICE COVERAGE

The following table shows the past ten Fiscal Years of debt service requirements for the Outstanding Parity Bonds, the historical Pledged Taxes received by the City and pledged to the payment of the 2026 Bonds and the coverage factor of Pledged Taxes to debt service on the Outstanding Parity Bonds. The City's first issuance of sales tax bonds was in Fiscal Year 2010.

| Fiscal Year Ended June 30 | Total Debt Service on Outstanding Parity Bonds | Pledged Taxes | Debt Service Coverage |
|---|---|---|---|
| 2025 | $1,965,793 | $6,850,924 | 3.5X |
| 2024 | 1,959,794 | 6,591,278 | 3.4 |
| 2023 | 1,963,118 | 6,706,873 | 3.4 |
| 2022 | 827,849 | 6,331,832 | 7.6 |
| 2021 | 259,442 | 5,480,812 | 21.1 |
| 2020 | 211,686 | 4,693,916 | 22.2 |
| 2019 | 324,395 | 4,482,083 | 13.8 |
| 2018 | 326,865 | 4,309,400 | 13.2 |
| 2017 | 333,705 | 3,916,229 | 11.7 |
| 2016 | 334,918 | 3,560,963 | 10.6 |

(Source: The City's Financial Statements for each Fiscal Year. Compiled by the Municipal Advisor.)

## PROJECTED DEBT SERVICE COVERAGE

*Forward Looking Projected Information*. The City does not as a matter of course make public projections as to future revenues, income or other results. However, the City prepared the prospective financial information set forth below in the table "Projected Debt Service Coverage," to present Pledged Taxes of the City beginning in Fiscal Year 2025. The accompanying prospective financial information was not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information, but, in the view of the City management, was prepared on a reasonable basis, reflects the best currently available estimates and judgments and presents, to the best of management's knowledge and belief, the expected course of action and the expected future financial performance of the City or was prepared by carrying forward historical information to future years. However, this information is not fact and should not be relied upon as necessarily indicative of future results, and readers of this OFFICIAL STATEMENT are cautioned not to place undue reliance on the prospective financial information.

Neither the City's independent auditors nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

The assumption and estimates underlying the prospective financial information are inherently uncertain and, although considered reasonable by the management of the City as of the date hereof, are subject to a wide variety of significant business, economic, and competitive risks and uncertainties, that could cause actual results to differ materially from those contained in the prospective financial information. Accordingly, there can be no assurance that the prospective results are indicative of the future performance of the City or that the actual results will not differ materially from those presented in the prospective financial information. Inclusion of the prospective financial information in this OFFICIAL STATEMENT should not be regarded as a representation by any person that the results contained in the prospective financial information will be achieved.

*Projected Sales and Use Taxes*. *Recent Developments.* Fiscal Year 2025. For Fiscal Year 2025, the City collected Pledged Taxes of approximately $6,850,924 which is approximately 3.5% more as compared to the same time period in Fiscal Year 2024 of $6,591,278.

The following table shows the debt service requirements for the 2026 Bonds, the Outstanding Parity Bonds, total debt service and projected debt service coverage based upon Fiscal Year 2025 Pledged Taxes for all years during which the 2026 Bonds and the Outstanding Parity Bonds are scheduled to be outstanding.

**Projected Debt Service Coverage Table**

| | The Bonds | | |
|---|---|---|---|
| Fiscal Year Ended June 30 | 2026 Bonds Debt Service (1) | Pledged Taxes (2) | Debt Service Coverage (3) |
| 2027 | $625,000 | $6,850,924 | 11.0X |
| 2028 | 415,000 | 6,850,924 | 16.5 |
| 2029 | 440,000 | 6,850,924 | 15.6 |
| 2030 | 460,000 | 6,850,924 | 14.9 |
| 2031 | 485,000 | 6,850,924 | 14.1 |
| 2032 | 505,000 | 6,850,924 | 13.6 |
| 2033 | 535,000 | 6,850,924 | 12.8 |
| 2034 | 560,000 | 6,850,924 | 12.2 |
| 2035 | 585,000 | 6,850,924 | 11.7 |
| 2036 | 615,000 | 6,850,924 | 11.1 |
| 2037 | 645,000 | 6,850,924 | 10.6 |
| 2038 | 680,000 | 6,850,924 | 10.1 |
| 2039 | 715,000 | 6,850,924 | 9.6 |
| 2040 | 750,000 | 6,850,924 | 9.1 |
| 2041 | 785,000 | 6,850,924 | 8.7 |
| 2042 | 825,000 | 6,850,924 | 8.3 |
| 2043 | 865,000 | 6,850,924 | 7.9 |
| 2044 | 900,000 | 6,850,924 | 7.6 |
| 2045 | 940,000 | 6,850,924 | 7.3 |
| 2046 | 980,000 | 6,850,924 | 7.0 |
| 2047 | 1,020,000 | 6,850,924 | 6.7 |

(1) Preliminary; subject to change.
(2) Based on collections of Pledged Taxes for Fiscal Year 2025 and assuming no change.
(3) Multiples by which the Pledged Taxes exceed the annual Debt Service.

(Source: the Municipal Advisor.)

## CITY OF NORTH SALT LAKE, UTAH

### General

The City, incorporated in 1946, covers an area of approximately 8.6 square miles and is located in the southeastern portion of Davis County (the "County"). The City is approximately six miles north of Salt Lake City, Utah. The City had a population of 23,588 as of the July 1, 2025, U.S. Census estimate. The County, incorporated in 1853, covers an area of approximately 299 (land area) square miles and is located in the north central portion of the State. The southern boundary of the County adjoins the northern boundary of Salt Lake City and Salt Lake County. The northern boundary is approximately eight miles south of Ogden City, Utah. The County had 381,227 residents according to the 2025 U.S. Census, ranking the County as the third most populated county in the State (out of 29 counties).

### Form Of Government

Cities of the fourth class, such as the City, are those with fewer than 30,000 and more than 10,000 inhabitants. The City is organized under general law and governed by a six–member council consisting of the Mayor (the "Mayor") and five councilmembers who are each elected to serve four–year terms (collectively, the "City Council"). The Mayor presides over all City Council meetings but may not vote, except in the case of a tie vote by the councilmembers and certain other circum-stances specified under State law. The City Council has appointed a City Manager to perform executive and administrative duties and functions delegated by the City Council to the City Manager.

The principal powers and duties of State municipalities are generally set forth in Utah Code Title 10, Chapter 8 and include the authority to pass all ordinances and rules and make all regulations necessary for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city. Municipalities construct public improvements and maintain streets, sidewalks, and waterworks. Municipalities also regulate commercial and residential development within their boundaries by means of zoning ordinances, building codes and licensing procedures.

Organizations which are related to the City and controlled by or financially accountable to the City's governing body, the City Council, include the City of North Salt Lake Local Building Authority, the Eaglewood Golf Course Oversight Commit-tee and the Parks & Arts Board.

The current members of the City Council, the Mayor, and the City administration have the following respective terms in office:

| Office/District | Person | Years of Service | Expiration Of Current Term |
|---|---|---|---|
| Mayor | Brian Horrocks (1) | 19 | January 2029 |
| Council Member | Tammy Clayton | 3 | January 2027 |
| Council Member | Suzette Jackson | 3 | January 2027 |
| Council Member | Ted Knowlton | 6 | January 2027 |
| Council Member | Heidi Smoot | 2 | January 2029 |
| Council Member | Alisa Van Langeveld | 6 | January 2029 |
| City Manager | Ken Leetham | 16 | Appointed |
| City Treasurer | Stacey Steckler | **[ ]** | Appointed |
| City Finance Director | Heidi Voordeckers | **[ ]** | Appointed |
| City Attorney | Todd Godfrey | 6 | Appointed |
| City Recorder | Wendy Page | **[ ]** | Appointed |

(1) Brian Horrocks has served in the capacity of Mayor since he was elected in 2021.

(Source: The City, compiled by the Municipal Advisor)

### Employee Workforce And Retirement System; Other Post–Employment Benefits

*Employee Workforce and Retirement System.* The City employed approximately **[ ]** full–time equivalent employees in Fiscal Year 2025. The City participates in cost–sharing multiple employer defined benefit pension plans covering public employees of the State and employees of participating local government entities administered by the Utah State Retirement Systems ("URS"). The retirement system provides retirement benefits, a deferred compensation plan, annual cost of living adjustment and death benefits to plan members and beneficiaries in accordance with retirement statutes.

For a detailed discussion regarding retirement benefits and contributions see "APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025–Notes to Financial Statements–15. Pension Plan" (audit page 60).

*No Post–Employment Benefits*. The City has no post–employment benefit liabilities with the exception of health insurance payments for one fallen officer as required by State law.

**Risk Management; Recent Seismic Activity; Cybersecurity**

***[****Risk Management.* The City provides for its general liability, automobile liability, property and public officials risks through a joint venture protection agreement with the Utah Local Governments Trust, a property and casualty pool ("ULGT"). ULGT is a self–insured pool program which provides for the City's lawful liabilities resulting from bodily injury, property damage, personal injury and/or public official's errors and omissions limited up to $5 million per each occurrence. The City believes its risk management policies and coverage are normal and within acceptable coverage limits for the type of services provided by the City.**]** Settlement amounts have not exceeded insurance coverage for the prior four years. See "APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025–Notes to Financial Statements–10. Risk Management" (page 57).

***[****Cybersecurity*. Cybersecurity incidents could result from unintentional events, or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the City's systems technology for the purposes of misappropriating assets or information or causing operational disruption and damage. To mitigate the risk of business operations impact and/or damage by cybersecurity incidents or cyberattacks, the City invests in multiple forms of cybersecurity and operational safeguards. Operational safeguards include Advanced Firewall/Routers with extensive Access Control Lists (ACLs), cloud managed, and continuous cloud updates. Additionally, there is protection of wireless access to City networks, two factor authentications for all remote access and anti–virus programs. The City performs daily backups stored off-site of all of its data in a protected separate server maintained by an Information Technology consulting firm.**]** The City invests in electronic data processing and mobile equipment insurance.

**Investment Of Funds**

*The State Money Management Act*. The State Money Management Act, Title 51, Chapter 7 of the Utah Code (the "Money Management Act"), governs and establishes criteria for the investment of all public funds held by public treasurers in the State. The Money Management Act provides a limited list of approved investments, including qualified in–state and permitted out–of–state financial institutions, obligations of the State and political subdivisions of the State, U.S. Treasury and approved federal government agency and instrumentality securities, certain investment agreements and repurchase agreements and investments in corporate securities meeting certain ratings requirements. The Money Management Act establishes the State Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all the provisions of the Money Management Act for all City operating funds.

*The Utah Public Treasurers' Investment Fund*. A significant portion of City funds may be invested in the Utah Public Treasurers Investment Fund ("PTIF"). The PTIF is a local government investment fund, established in 1981, and managed by the State Treasurer. All investments in the PTIF must comply with the Money Management Act and rules of the Money Management Council. The PTIF invests primarily in money market securities. Securities in the PTIF include certificates of deposit, commercial paper, short–term corporate notes, and obligations of the U.S. Treasury and securities of certain agencies of the federal government. By policy, the maximum weighted average adjusted life of the portfolio is not to exceed 90 days and the maximum final maturity of any security purchased by the PTIF is limited to five years. Safekeeping and audit controls for all investments owned by the PTIF must comply with the Money Management Act.

All securities purchased are delivered versus payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the PTIF are completely segregated from securities owned by the State. The State has no claim on assets owned by the PTIF except for any investment of State moneys in the PTIF. Deposits are not insured or otherwise guaranteed by the State.

Investment activity of the State Treasurer in the management of the PTIF is reviewed monthly by the Money Management Council and is audited by the State Auditor. The PTIF is not rated.

See "APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025–Notes to the Basic Financial Statements–Note 2. Deposits and Investments" (page 46).

(The remainder of this page has been intentionally left blank.)

### Population

| | North Salt Lake City, Utah | % Change From Prior Period | State of Utah | % Change From Prior Period |
|---|---|---|---|---|
| 2025 Estimate [(1)] | 23,588 | 7.7% | 3,538,904 | 8.2% |
| 2020 Census | 21,907 | 34.2 | 3,271,614 | 18.4 |
| 2010 Census | 16,322 | 85.6 | 2,763,885 | 23.8 |
| 2000 Census | 8,794 | 35.8 | 2,233,169 | 29.6 |
| 1990 Census | 6,474 | 16.7 | 1,722,850 | 17.9 |

(1) U.S. Bureau of the Census estimates for July 1, 2025. Percent change is calculated from the 2020 Census.

(Source: U.S. Department of Commerce, Bureau of the Census.)

### Largest Employers

The following is a list of the top ten largest employers in the City and the County.

| Firm | Industry | Annual Average Employment |
|---|---|---|
| *Major Employes in the City* | | |
| | | |
| *Major Employers in the County* | | |
| Department of Defense | National Security | 10,000-14,999 |
| Davis County School District | Educational Services | 10,000-14,999 |
| Northrop Grumman | Manufacturing | 2,000-2,999 |
| Smith's Food & Drug Centers | Grocery Stores | 2,000-2,999 |
| Wal-Mart Associates | General Merchandise Retailers | 1,000-1,999 |
| Lifetime Products | Sporting and Athletic Goods Manufacturing | 1,000-1,999 |
| Lagoon Corporation | Amusement and Theme Parks | 1,000-1,999 |
| Intermountain Health Care | Health Care | 1,000-1,999 |
| Tanner Memorial Clinic | Health Care | 1,000-1,999 |
| Davis County Government | Local Government | 1,000-1,999 |

(Source: Utah Department of Workforce Services. Updated October 2025, reflecting major employers of 2024. The City, compiled by the Municipal Advisor)

### Rate Of Unemployment—Annual Average

| Year | Davis County, Utah | State of Utah | United States |
|---|---|---|---|
| 2026 …………..………………………………………………….. | 3.5% (1) | 3.8% (1) | 4.3% (2) |
| 2025 [(3)]………….…………………………………………………... | 3.3 | 3.2 | 4.1 |
| 2024………….…………………………………..…..………...… | 3.0 | 2.6 | 3.7 |
| 2023………….……………………………………..……………. | 2.5 | 2.4 | 3.5 |
| 2022………….……………………………………………...…… | 2.2 | 2.8 | 3.9 |

(1) Data for Davis County and State of Utah as of May (All). Seasonally adjusted.
(2) Data for the United States as of July 2026. Seasonally adjusted.
(3) Data for the month of October 2025 is unavailable due to the 2025 lapse in federal appropriations. Seasonally adjusted.

(Source: Utah Department of Workforce Services.)

**Labor Force, Nonfarm Jobs, And Wages Within Davis County, Utah**

| | Calendar Year | | | | | Percent Change Between Years | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 2025 | 2024 | 2023 | 2022 | 2021 | 2024–25 | 2023–24 | 2022–23 | 2021–22 | 2020–21 |
| Civilian labor force | 196,214 | 196,389 | 194,218 | 187,846 | 183,237 | (0.1) | 1.1 | 3.4 | 2.5 | 1.7 |
| Employed persons | 189,819 | 190,565 | 189,454 | 183,766 | 178,778 | (0.4) | 0.6 | 3.1 | 2.8 | 3.4 |
| Unemployed persons | 6,395 | 5,824 | 4,764 | 4,080 | 4,459 | 9.8 | 22.3 | 16.8 | (8.5) | (38.5) |
| Total private sector (average) | 113,504 | 113,785 | 114,109 | 109,785 | 106,314 | (0.2) | (0.3) | 3.9 | 3.3 | 1.5 |
| Agriculture, forestry, fishing & hunting | 529 | 477 | 665 | 405 | 443 | 10.9 | (28.3) | 64.2 | (8.6) | 0.9 |
| Mining (1) | 90 | 103 | 93 | 87 | 146 | (12.6) | 10.8 | 6.9 | (40.4) | - |
| Utilities | 677 | 343 | 345 | 340 | 352 | 97.4 | (0.6) | 1.5 | (3.4) | (0.3) |
| Construction | 11,999 | 12,166 | 11,977 | 11,618 | 10,995 | (1.4) | 1.6 | 3.1 | 5.7 | 1.2 |
| Manufacturing | 13,317 | 13,822 | 13,471 | 13,065 | 13,148 | (3.7) | 2.6 | 3.1 | (0.6) | (1.4) |
| Wholesale trade | 2,584 | 2,727 | 2,769 | 2,394 | 2,347 | (5.2) | (1.5) | 15.7 | 2.0 | (2.6) |
| Retail trade | 16,745 | 17,216 | 17,449 | 17,452 | 16,636 | (2.7) | (1.3) | (0.0) | 4.9 | 6.8 |
| Transportation and warehousing | 6,502 | 6,283 | 6,419 | 6,238 | 5,581 | 3.5 | (2.1) | 2.9 | 11.8 | (7.2) |
| Information | 1,446 | 1,406 | 1,533 | 1,410 | 1,411 | 2.8 | (8.3) | 8.7 | (0.1) | 19.1 |
| Finance and insurance | 2,897 | 3,021 | 3,083 | 2,904 | 3,009 | (4.1) | (2.0) | 6.2 | (3.5) | 0.4 |
| Real estate, rental and leasing | 1,908 | 1,806 | 1,704 | 1,647 | 1,639 | 5.6 | 6.0 | 3.5 | 0.5 | 4.1 |
| Professional, scientific, and technical services | 8,785 | 8,627 | 9,079 | 9,236 | 9,158 | 1.8 | (5.0) | (1.7) | 0.9 | (11.1) |
| Management of companies and enterprises | 1,164 | 1,041 | 818 | 736 | 1,150 | 11.8 | 27.3 | 11.1 | (36.0) | 8.4 |
| Admin., support, waste remediation | 6,162 | 6,515 | 6,872 | 6,867 | 6,553 | (5.4) | (5.2) | 0.1 | 4.8 | 6.1 |
| Education services | 14,327 | 14,298 | 13,794 | 13,057 | 12,785 | 0.2 | 3.7 | 5.6 | 2.1 | 2.9 |
| Health care and social assistance | 18,622 | 18,379 | 17,946 | 17,206 | 16,514 | 1.3 | 2.4 | 4.3 | 4.2 | 3.4 |
| Arts, entertainment, and recreation | 5,255 | 5,084 | 4,689 | 4,152 | 3,963 | 3.4 | 8.4 | 12.9 | 4.8 | 13.6 |
| Accommodation and food services | 11,172 | 11,178 | 11,241 | 10,684 | 10,092 | (0.1) | (0.6) | 5.2 | 5.9 | 6.4 |
| Other services | 4,185 | 4,140 | 4,428 | 4,048 | 3,911 | 1.1 | (6.5) | 9.4 | 3.5 | 4.8 |
| Public administration | 16,373 | 16,940 | 16,588 | 16,078 | 16,368 | (3.3) | 2.1 | 3.2 | (1.8) | 0.7 |
| Unclassified | 0 | 2 | 2 | 3 | 5 | (100.0) | 0.0 | (33.3) | (40.0) | 0.0 |
| Total public sector (average) | 31,236 | 31,788 | 30,855 | 29,838 | 29,892 | (1.7) | 3.0 | 3.4 | (0.2) | 2.4 |
| Federal | 14,024 | 14,689 | 14,396 | 13,995 | 14,307 | (4.5) | 2.0 | 2.9 | (2.2) | (0.8) |
| State | 1,974 | 2,097 | 2,023 | 1,914 | 1,818 | (5.9) | 3.7 | 5.7 | 5.3 | 1.0 |
| Local | 15,238 | 15,003 | 14,437 | 13,930 | 13,767 | 1.6 | 3.9 | 3.6 | 1.2 | 6.1 |
| Total payroll (in millions) | $8,683 | $8,908 | $8,193 | $7,602 | $7,066 | (2.5) | 8.7 | 7.8 | 7.6 | 3.2 |
| Average monthly wage | $4,999 | $5,100 | $4,710 | $4,537 | $4,323 | (2.0) | 8.3 | 3.8 | 5.0 | 1.5 |
| Average employment | 144,740 | 145,573 | 144,964 | 139,624 | 136,206 | (0.6) | 0.4 | 3.8 | 2.5 | 1.7 |
| Establishments | 10,571 | 10,570 | 10,351 | 10,187 | 10,638 | 0.0 | 2.1 | 1.6 | (4.2) | 4.5 |

(1) In 2020 mining was recorded for Davis County, thus percent change between 2021 and 2020 is not available.
(Source: Utah Department of Workforce Services, compiled by the Municipal Advisor.)

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## DEBT STRUCTURE OF THE CITY AND LOCAL BUILDING AUTHORITY OF NORTH SALT LAKE, UTAH

### Outstanding Sales Tax Revenue Bonded Indebtedness

*Sales Tax Revenue Bonds issued under the Indenture*. The City has issued the 2019 Bonds and the 2021 Bonds under the Indenture. The 2026 Bonds are issued on a parity with the City's currently outstanding sales tax bonds. As of the date of this OFFICIAL STATEMENT, the City has outstanding the following sales tax revenue bonds:

| Series | Purpose | Original Principal Amount | Final Maturity Date | Current Principal Outstanding |
|---|---|---|---|---|
| 2026 [(a)] | Refunding | $14,330,000 | June 15, 2047 | $14,330,000 |
| 2021 [(1)] | Park and Golf Course Improvements | 7,455,000 | June 15, 2051 | 5,415,000 |
| 2019 [(2)] | Parks/Refunding | 2,521,000 | June 15, 2030 | 984,000 |
| Total Sales Tax Revenue Bonds outstanding | | | | $20,729,000 |

(a) Preliminary; subject to change. For purposes of this OFFICIAL STATEMENT, the 2026 Bonds will be considered issued and outstanding, and the 2022 Bonds will be considered defeased.
(1) Rated "AA+" by S&P Global Ratings ("S&P").as of the date of this OFFICIAL STATEMENT.
(2) Not rated; no rating applied for. Sold through a private placement.
(Source: the Municipal Advisor.)

### Outstanding Water Revenue Bonded Indebtedness

The City's outstanding water revenue bonds are not issued on a parity with the currently outstanding sales tax bonds issued under the Indenture nor do the water revenue bonds share security of any pledged revenues. As of the date of this OFFICIAL STATEMENT, the City has outstanding the following water revenue bonds:

| Series | Purpose | Original Principal Amount | Final Maturity Date | Current Principal Outstanding |
|---|---|---|---|---|
| 2022 [(1)] | Refunding | $1,976,000 | March 1, 2031 | $1,132,000 |

(1) Not rated; no rating applied for. Sold through a direct purchase.

(Source: the Municipal Advisor.)

### Outstanding Lease Revenue Bonded Indebtedness

The Local Building Authority of the City of North Salt Lake (the "Authority") last issued lease revenue bonds in 2016. The Authority's lease revenue bonds are not issued on a parity with the currently outstanding sales tax bonds issued under the Indenture nor do currently outstanding lease revenue bonds share security of any pledged revenues. As of the date of this OFFICIAL STATEMENT, the Authority has outstanding the following lease revenue bonds:

| Series | Purpose | Original Principal Amount | Final Maturity Date | Current Principal Outstanding |
|---|---|---|---|---|
| 2016 [(1)] | Parks | $999,000 | December 15, 2026 | $117,000 |

(1) Not rated; no rating applied for. Sold through a private placement.

(Source: the Municipal Advisor.)

For additional information regarding sales tax debt, water revenue debt, lease revenue debt and annual debt service requirements see "APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025—Notes to Financial Statements–Note 8. Long–Term Debt" (page 53).

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**Debt Service Schedule Of Outstanding Sales Tax Revenue Bonds By Fiscal Year**

| Fiscal Year Ending June 30 | Series 2026 $14,330,000*(a) Principal | Series 2026 Interest | Series 2021 $7,455,000 Principal | Series 2021 Interest | Series 2019 $2,521,000 Principal | Series 2019 Interest | Totals: Total Principal | Total Interest | Total Debt Service |
|---|---|---|---|---|---|---|---|---|---|
| 2026 | | | $420,000 | $600,813 | $233,000 | $22,149 | $653,000 | $622,962 | $1,275,962 |
| 2027 | $625,000 | $441,940 | 435,000 | 600,813 | 239,000 | 17,909 | 1,299,000 | 1,060,661 | 2,359,661 |
| 2028 | 415,000 | 651,575 | 445,000 | 600,813 | 245,000 | 13,559 | 1,105,000 | 1,265,947 | 2,370,947 |
| 2029 | 440,000 | 630,825 | 455,000 | 600,813 | 250,000 | 9,100 | 1,145,000 | 1,240,738 | 2,385,738 |
| 2030 | 460,000 | 608,825 | 470,000 | 600,813 | 250,000 | 4,550 | 1,180,000 | 1,214,188 | 2,394,188 |
| 2031 | 485,000 | 585,825 | 490,000 | 600,813 | | | 975,000 | 1,186,638 | 2,161,638 |
| 2032 | 505,000 | 561,575 | 125,000 | 600,813 | | | 630,000 | 1,162,388 | 1,792,388 |
| 2033 | 535,000 | 536,325 | 130,000 | 600,813 | | | 665,000 | 1,137,138 | 1,802,138 |
| 2034 | 560,000 | 509,575 | 135,000 | 600,813 | | | 695,000 | 1,110,388 | 1,805,388 |
| 2035 | 585,000 | 481,575 | 135,000 | 600,813 | | | 720,000 | 1,082,388 | 1,802,388 |
| 2036 | 615,000 | 452,325 | 140,000 | 600,813 | | | 755,000 | 1,053,138 | 1,808,138 |
| 2037 | 645,000 | 421,575 | 140,000 | 600,813 | | | 785,000 | 1,022,388 | 1,807,388 |
| 2038 | 680,000 | 389,325 | 145,000 | 600,813 | | | 825,000 | 990,138 | 1,815,138 |
| 2039 | 715,000 | 355,325 | 145,000 | 600,813 | | | 860,000 | 956,138 | 1,816,138 |
| 2040 | 750,000 | 319,575 | 150,000 | 600,813 | | | 900,000 | 920,388 | 1,820,388 |
| 2041 | 785,000 | 282,075 | 155,000 | 600,813 | | | 940,000 | 882,888 | 1,822,888 |
| 2042 | 825,000 | 242,825 | 155,000 | 600,813 | | | 980,000 | 843,638 | 1,823,638 |
| 2043 | 865,000 | 201,575 | 160,000 | 600,813 | | | 1,025,000 | 802,388 | 1,827,388 |
| 2044 | 900,000 | 166,975 | 160,000 | 600,813 | | | 1,060,000 | 767,788 | 1,827,788 |
| 2045 | 940,000 | 128,725 | 165,000 | 600,813 | | | 1,105,000 | 729,538 | 1,834,538 |
| 2046 | 980,000 | 88,775 | 170,000 | 600,813 | | | 1,150,000 | 689,588 | 1,839,588 |
| 2047 | 1,020,000 | 45,900 | 175,000 | 600,813 | | | 1,195,000 | 646,713 | |
| 2048 | | | 180,000 | 600,813 | | | 180,000 | 600,813 | |
| 2049 | | | 180,000 | 600,813 | | | 180,000 | 600,813 | |
| 2050 | | | 185,000 | 600,813 | | | 185,000 | 600,813 | |
| 2051 | | | 190,000 | 600,813 | | | 190,000 | 600,813 | |
| Totals | $14,330,000 | $8,103,015 | $5,835,000 | $15,621,125 | $1,217,000 | $67,267 | $21,382,000 | $23,791,407 | $40,193,444 |

* Preliminary; subject to change.
(a) For purposes of this OFFICIAL STATEMENT, the 2026 Bonds will be considered issued and outstanding, and the 2022 Bonds will be considered defeased.

(Source: the Municipal Advisor.)

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### Debt Service Schedule Of Outstanding Water Revenue Bonds

| Fiscal Year Ending June 30 | Series 2022 $1,976,000 Principal | Interest | Total Debt Service |
|---|---|---|---|
| 2026 | $212,000 | $29,572 | $241,572 |
| 2027 | 217,000 | $26,392 | 243,392 |
| 2028 | 221,000 | $22,378 | 243,378 |
| 2029 | 225,000 | $17,737 | 242,737 |
| 2030 | 230,000 | $12,562 | 242,562 |
| 2031 | 239,000 | $6,812 | 245,812 |
| Totals | $1,344,000 | $115,451 | $1,459,451 |

(Source: the Municipal Advisor.)

### Debt Service Schedule Of Outstanding Lease Revenue Bonds

| Fiscal Year Ending June 30 | Series 2022 $999,000 Principal | Interest | Total Debt Service |
|---|---|---|---|
| 2026 | $113,000 | $9,085 | $122,085 |
| 2027 | 117,000 | $4,820 | 121,820 |
| Totals | $230,000 | $13,905 | $243,905 |

(Source: the Municipal Advisor.)

### Future Issuance Of Debt

[The City does not anticipate the issuance of any other sales tax debt other than any refunding opportunities during the next three years. However, the City reserves the right to issue any bonds or other obligations as its capital needs may require.]

### Overlapping And Underlying General Obligation Debt

| Taxing Entity | 2026 Taxable Value (1) | City's Portion of Taxable Value | City's Percentage | Taxing Entity's G.O Debt | City's Portion of G.O. Debt |
|---|---|---|---|---|---|
| *Overlapping:* | | | | | |
| State of Utah | $651,461,784,840 | $4,401,790,581 | 0.68% | $661,590,000 | $4,470,225 |
| Davis County School District | 46,324,121,538 | 4,401,790,581 | 9.50% | 551,710,000 | 52,424,348 |
| WBWCD (2) | 151,970,937,517 | 4,401,790,581 | 2.90% | 6,515,000 | 188,705 |
| Total overlapping debt | | | | | $57,083,278 |
| *Underlying:* | | | | | |
| Total underlying debt | | | | | $0 |
| Total overlapping and underlying general obligation debt | | | | | $57,083,278 |
| Total *overlapping* general obligation debt (excluding the State) (3) | | | | | $52,613,053 |
| Total *direct* general obligation bonded indebtedness | | | | | - |
| Total *direct and overlapping* general obligation debt (excluding the State) | | | | | $52,613,053 |

(1) Preliminary; subject to change. Taxable value used in this table *excludes* the taxable value used to determine uniform fees on tangible personal property and valuation on semiconductor manufacturing equipment.
(2) The Weber Basin Water Conservancy District ("WBWCD") covers all of Morgan County, most of Davis and Weber Counties, and portions of Box Elder County and the County. Principal and interest on WBWCD general obligation bonds are paid from sales of water. Certain portions of the principal of and interest on WBWCD's general obligation bonds are paid from sales of water.
(3) The State's general obligation debt is not included in overlapping debt because the State currently levies no property tax for payment of general obligation bonds.
(Source: the Municipal Advisor.)

### Debt Ratios Regarding General Obligation Debt

The following table sets forth the ratios of general obligation debt (excluding any additional principal amounts attributable to unamortized original issue bond premium) that is expected to be paid from taxes levied specifically for such debt and not from other revenues over the taxable value of property within the City, the estimated market value of such property and the population of the City. *The State's general obligation debt is not included in the debt ratios because the State currently levies no property tax for payment of general obligation debt.*

| | To 2026 Taxable Value (1) | To 2025 Market Value (2) | Total Current Population Estimate Per Capita (3) |
|---|---|---|---|
| Direct general obligation debt | 0.00% | 0.00% | $0 |
| Direct and overlapping general obligation debt | 0.00 | 0.00 | 0 |

(1) Based on the estimated 2026 Taxable Value of $4,401,790,581, which value excludes the taxable value used to determine uniform fees on tangible personal property.
(2) Based on the estimated 2026 Market Value of $6,509,196,200, which value excludes the taxable value used to determine uniform fees on tangible personal property.
(3) Based on the 2025 U.S. Census population estimate of 23,588.

(Source: Compiled by the Municipal Advisor.)

See "FINANCIAL INFORMATION REGARDING THE CITY OF NORTH SALT LAKE, UTAH—Taxable, Fair Market And Market Value Of Property" below.

### General Obligation Legal Debt Limit And Additional Debt Incurring Capacity

The general obligation indebtedness of the City is limited by State law to 12% of the fair market value of taxable property in the City (4% for general purposes and an additional 8% for sewer, water, and electric purposes). The legal debt limit and additional debt incurring capacity of the City are based on the estimated fair market value for 2021 and the calculated valuation value from 2020 uniform fees, and is calculated as follows:

| Description | Amount |
|---|---|
| 2026 estimated "Fair Market Value" | $6,509,196,200 |
| 2025 "valuation from Uniform Fees (1) | 9,507,493 |
| 2026 "Fair Market Value for Debt Incurring Capacity" | $6,518,703,694 |
| "Fair Market Value for Debt Incurring Capacity" times 2% equals (the "Debt Limit") | $130,374,074 |
| Less: currently outstanding general obligation debt (net) (2) | - |
| Additional debt incurring capacity | $130,374,074 |

(1) For debt incurring capacity only, in computing the fair market value of taxable property in the County, the value of all motor vehicles and state–assessed commercial vehicles (which value is determined by dividing the uniform fee revenue by 1.5%) will be included as a part of the fair market value of the taxable property in the County.
(2) For accounting purposes, the net unamortized bond premium was $0 (as of December 31, 2025) and together with current outstanding direct general obligation debt of $0, results in total outstanding net direct debt of $0.

(Source: Compiled by the Municipal Advisor.)

| | 8% Sewer, Water, and Electric | 4% Other Purposes | 12% Total |
|---|---|---|---|
| "Fair Market Value" x .08 | $521,496,295 | $0 | $521,496,295 |
| "Fair Market Value" x .04 | - | 260,748,148 | 260,748,148 |
| Total debt incurring capacity | 521,496,295 | 260,748,148 | 782,244,443 |
| Less: current outstanding general obligation debt | - | - | - |
| Additional debt incurring capacity | $521,496,295 | $260,748,148 | $782,244,443 |

(Source: Records from the State Tax Commission, compiled by the Municipal Advisor.)

### No Defaulted Obligations

[The City has never failed to pay principal of and interest on any of its financial obligations when due.]

## FINANCIAL INFORMATION REGARDING THE CITY OF NORTH SALT LAKE, UTAH

### Fund Structure; Accounting Basis

The government–wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business–type activities, which rely to a significant extent on fees charged to external parties for goods or services.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government–wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. The remaining governmental and enterprise funds are combined into a single column and reported as other (nonmajor) funds. Internal service funds are aggregated and reported in single column on the proprietary fund financial statements.

Revenues and expenditures are recognized using the modified accrual basis of accounting in the governmental fund statements. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost–reimbursement grants are accrued when the related expenditures are incurred.

In the proprietary fund statements and the government–wide statements, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Cities, Title 10, Chapter 6, Utah Code (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds, capital project funds and proprietary funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer may revise the budget requests submitted by the heads of City departments but must file these submissions with the City Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non–property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the tentative budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 22 of each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund more than the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, to increase the budget total of any fund, public notice and hearing must be provided. Intra– and inter–department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act. The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year.

Also, see "APPENDIX A GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025–Notes to the Financial Statements–Note 1. Summary of Significant Accounting Policies" (page 38).

### Financial Controls

The City utilizes a computerized financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments, but the City has also empowered the Finance Director to maintain control of major categories within departments. These controls are such that a requisition will not be entered into the purchasing system unless the appropriated funds are available. The Finance Director checks for sufficient funds again prior to the purchase order being issued and again before the payment check is issued.

**Management's Current Discussion And Analysis Of Financial Operations**

*[City's Management Discussion and analysis pertaining to Sales Tax Revenue Bonds and assets/liquidity dedicated towards the refunding of the 2026 Bonds]*

**Other Sales And Use Taxes**

*Total City–Wide Sales and Use Taxes*. As of the date of this OFFICIAL STATEMENT, the City's general sales and use tax rate is 7.25%. This tax rate includes the following taxes: 4.85% State tax; 1% local option tax (these sales and use tax revenues are pledged to the repayment of the Bonds); 0.25% county option; 0.25% mass transit; 0.30% mass transit fixed guideway; 0.25% county airport, highway, public transit; 0.25% transportation infrastructure; and 0.10% botanical, cultural, zoo tax.

Additionally, the City imposes a 6% municipal energy tax, a 3.5% municipal telecommunications license tax and a 1.0% municipal transient room tax.

*County–Wide Sales and Use Taxes*. Within the City are county–wide sales and use taxes *which are **not** pledged to the repayment of Bonds.* For example, as of the date of this OFFICIAL STATEMENT, other county–wide sales tax levies include:

(i) a 4.25% transient room tax; (ii) a 2.5% motor vehicle leasing tax; (iii) a 1% tourism–restaurant tax; and (iv) a $1.48 monthly per line county telecommunications (consisting of $0.71 E911 emergency; $0.25 unified state–wide 911; and $0.52 radio network) tax.

*State–Wide Sales and Use Tax*. The State levies a state–wide sales and use tax, which is currently imposed at a rate of 4.85% (as indicated above) of the purchase price of taxable goods and services; a 0.32% transient room tax; and 1.75% on unprepared food and food ingredients (including the 1% local option tax and 0.25% county option tax; the total statewide rate on unprepared food and food ingredients is 3.0%). For residential energy use, the State currently imposes a tax rate of 2.0%.

**Sources Of General Fund Revenues (Excludes Other Governmental Funds)**

Set forth below are brief descriptions of the various sources of revenues available to the City's General Fund as compiled by the Municipal Advisor from information taken from the Fiscal Year 2025 General Purpose Financial Statements. The percentage of total General Fund revenues represented by each source is based on the City's Fiscal Year 2025 period (total general fund revenues were $14,474,695).

*Taxes*. Approximately 87.8% (or $12,706,046) of general fund revenues are from taxes.

*Licenses and permits*. Approximately 1.7% (or $250,366) of general fund revenues are collected from licenses and permits.

*Intergovernmental charges.* Approximately 1.0% (or $140,188) of general fund revenues are collected from intergovernmental charges.

*Charges for services*. Approximately 4.4% (or $639,173) of general fund revenues are from charges for services.

*Fines and forfeitures:* Approximately 3.5% (or $507,843) of general fund revenues are collected from fines and forfeitures.

*Interest*. Approximately 1.2% (or $167,794) of general fund revenues are collected from interest.

*Miscellaneous Revenues*. Less than 1% (or $63,285) of general fund revenues are from miscellaneous revenues.

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(Source: Compiled by the Municipal Advisor from information taken from the Fiscal Year 2025 General Purpose Financial Statements.)

**Five–Year Financial Summaries**

The summaries contained herein were extracted from the City's General Purpose Financial Statements. The summaries themselves have not been audited.

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**Statement of Net Position – Total Activities**

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Assets** | | | | | |
| Cash and cash equivalents | $23,172,371 | 23,303,870 | 24,048,852 | 22,538,765 | 19,610,554 |
| Receivables: | | | | | |
| Accounts net | 341,490 | 291,629 | 829,143 | 823,122 | 1,089,217 |
| Taxes | 5,473,710 | 4,328,045 | 3,356,335 | 3,155,767 | 2,977,553 |
| Intergovernmental | 2,057,801 | 1,611,229 | 1,776,593 | 1,579,927 | 1,480,712 |
| Internal balances | - | - | - | - | - |
| Inventories | 1,094,514 | 906,246 | 457,680 | 466,815 | 295,705 |
| Prepaids | 570,320 | 534,608 | 502,389 | 486,828 | 506,058 |
| Restricted cash and cash equivalents | 25,924,490 | 29,124,322 | 28,352,976 | 14,229,968 | 7,908,824 |
| Net pension asset | - | - | - | 2,217,880 | - |
| Capital assets not being depreciated: | | | | | |
| Land | 29,207,627 | 28,363,159 | 28,363,159 | 28,363,159 | 27,988,557 |
| Water rights | 2,864,051 | 2,864,052 | 2,864,052 | 2,864,052 | 2,864,052 |
| Construction in progress | 6,802,787 | 4,325,239 | 6,156,894 | 6,212,576 | 1,113,569 |
| Capital assets, net of accumulated depreciation: | | | | | |
| Buildings | 7,996,085 | 8,285,473 | 8,510,852 | 5,339,371 | 5,646,114 |
| Improvements other than buildings | 6,339,241 | 6,238,100 | 6,192,215 | 6,188,441 | 6,373,810 |
| Golf course | 2,618,687 | 1,974,212 | 2,072,120 | 2,184,514 | 2,283,352 |
| Water distribution system | 26,673,583 | 20,294,143 | 18,510,585 | 19,012,043 | 18,299,786 |
| Storm water system | 6,442,126 | 6,671,083 | 6,869,289 | 6,869,596 | 6,632,271 |
| Machinery, equipment, and vehicles | 3,784,548 | 2,969,852 | 2,894,470 | 2,566,389 | 2,552,134 |
| Infrastructure | 27,558,680 | 26,595,218 | 23,610,137 | 23,195,574 | 23,794,600 |
| **Total Assets** | 178,922,111 | 168,680,479 | 165,367,741 | 148,294,789 | 131,416,869 |
| **Deferred Outflows of Resources** | | | | | |
| Deferred outflows of resources relating to pensions | 2,242,176 | 2,247,850 | 1,668,117 | 1,211,928 | 909,805 |
| **Total Assets and Deferred Outflows of Resources** | 181,164,287 | 170,928,329 | 167,035,858 | 149,506,717 | 132,326,674 |
| **Liabilities** | | | | | |
| Accounts payable | 2,904,285 | 1,545,743 | 2,446,794 | 1,502,835 | 1,327,911 |
| Accrued liabilities | 537,369 | 599,150 | 428,818 | 419,323 | 327,057 |
| Developer and customer deposits | 788,594 | 750,970 | 864,156 | 1,581,092 | 2,059,142 |
| Unearned revenue | 2,620,289 | 2,628,577 | - | - | - |
| Noncurrent liabilities: | | | | | |
| Due within one year | 2,368,736 | 2,141,452 | 1,953,969 | 1,336,308 | 1,189,087 |
| Due in more than one year | 24,356,434 | 25,760,604 | 26,657,572 | 12,019,800 | 5,842,832 |
| Net pension liability | 2,491,824 | 2,049,231 | 1,668,117 | - | 792,479 |
| **Total Liabilities** | 36,067,531 | 35,475,727 | 34,019,427 | 16,859,358 | 11,538,508 |
| **Deferred Inflows of Resources** | | | | | |
| Deferred inflows relating to pensions | 21,450 | 13,762 | 16,938 | 3,957,725 | 1,873,818 |
| Deferred inflows for property taxes | 3,344,482 | 3,046,735 | 5,613,475 | 5,459,940 | 2,842,085 |
| **Total Deferred Inflows of Resources** | 3,365,932 | 3,060,497 | 5,630,413 | 9,417,665 | 4,715,903 |
| **Net Position** | | | | | |
| Net investment in capital assets | 106,938,549 | 94,267,355 | 91,495,798 | 87,631,626 | 88,680,589 |
| Restricted for: | | | | | |
| Impact Fees | 2,408,297 | 3,818,350 | 4,494,055 | 5,370,880 | 6,101,161 |
| Debt service | 65,125 | 229,888 | 188,095 | 70,236 | 327,187 |
| Class C and Transportation Tax Projects (1) | 1,595,723 | 1,631,764 | 975,088 | 968,628 | 887,562 |
| Construction Projects | 5,427,505 | 6,281,178 | 6,008,752 | 7,291,499 | 229,255 |
| Equipment Purchases | 88,309 | 649,312 | - | - | - |
| Local building authority | 71,876 | 77,965 | 78,341 | 68,430 | 60,569 |
| Housing restriction | 1,150,655 | 896,864 | 661,645 | 460,295 | 303,090 |
| Unrestricted | 23,984,787 | 24,539,429 | 23,484,245 | 21,368,100 | 19,482,850 |
| **Total Net Position** | 141,730,826 | 132,392,105 | 127,386,019 | 123,229,694 | 116,072,263 |
| **Total Liabilities, Deferred Inflows, and Net Position** | $181,164,289 | $170,928,329 | $167,035,858 | $149,506,717 | $132,326,674 |

(Source: Information extracted from the City's annual comprehensive financial reports compiled by the Municipal Advisor.)

**Statement of Activities - Total Governmental and Business-type Activities -**
**Net Revenue (Expense) and Changes in Net Position**

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| *Net (Expense) Revenue* | | | | | |
| **Governmental Activities** | | | | | |
| General governmental | $(2,053,141) | $(2,042,029) | $(825,983) | $(9,784) | $(221,543) |
| Public safety | (7,689,055) | (6,707,354) | (6,523,015) | (5,378,984) | (5,283,622) |
| Highways and public improvements | (431,711) | (1,506,103) | (1,253,956) | 375,863 | 476,345 |
| Community development | (3,406,873) | (1,581,441) | (1,376,221) | (1,559,862) | (561,278) |
| Parks, recreation, and public property | (1,153,407) | (1,421,308) | (1,070,245) | (786,567) | (239,490) |
| Interest on long-term debt | (823,554) | (853,740) | (534,059) | (127,587) | (73,760) |
| **Total Governmental Activities** | (15,557,741) | (14,111,975) | (11,583,479) | (7,486,921) | (5,903,348) |
| **Business-Type Activities** | | | | | |
| Water | 5,450,352 | 191,074 | (1,080,935) | 224,247 | 2,197,147 |
| Pressurized irrigation | - | - | (205,210) | (116,622) | (24,995) |
| Storm water | 209,442 | 94,895 | 67,171 | 78,082 | 499,726 |
| Solid waste | 261,922 | 181,305 | 49,220 | (56,096) | (25,247) |
| Golf course | (46,947) | 143,480 | (86,207) | 137,555 | 349,417 |
| **Total Business-type Activities** | 5,874,769 | 610,754 | (1,255,961) | 267,166 | 2,996,048 |
| **Total Government** | $(9,682,972) | $(13,501,221) | $(12,839,440) | $(7,219,755) | $(2,907,300) |
| **General Revenues** | | | | | |
| Property taxes | 6,814,303 | 6,506,170 | 6,313,541 | 5,730,048 | 5,347,589 |
| Sales taxes | 6,850,924 | 6,591,278 | 6,706,873 | 6,331,832 | 5,480,812 |
| Franchise taxes | 2,509,894 | 2,224,060 | 2,344,067 | 2,036,262 | 1,891,452 |
| Unrestricted interest | 2,425,130 | 2,796,003 | 1,620,176 | 142,431 | 99,637 |
| Miscellaneous | 335,413 | 349,705 | 91,578 | 91,468 | 150,140 |
| Gain (Loss) on sale of capital asset | 86,028 | 40,091 | (80,470) | 45,145 | 69,934 |
| **Total General Revenues** | 19,021,692 | 18,507,307 | 16,995,765 | 14,377,186 | 13,039,564 |
| Changes in Net Position | 9,338,720 | 5,006,086 | 4,156,325 | 7,157,431 | 10,132,264 |
| **Net Position, Beginning** | 132,392,105 | 127,386,019 | 123,229,694 | 116,072,263 | 105,939,999 |
| **Net Position, Ending** | $141,730,825 | $132,392,105 | $127,386,019 | $123,229,694 | $116,072,263 |

(Source: Information extracted from the City's annual comprehensive financial reports compiled by the Municipal Advisor.)

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**Balance Sheet – General Fund**

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Assets** | | | | | |
| Cash and cash equivalents | $5,074,048 | $4,469,238 | $3,705,272 | $4,296,319 | $3,336,274 |
| Receivables: | | | | | |
| Accounts - net | 53,608 | 216,237 | 41,346 | 27,601 | 185,249 |
| Taxes | 3,326,969 | 3,042,293 | 3,229,652 | 3,043,498 | 2,873,327 |
| Intergovernmental | 1,723,835 | 1,333,431 | 1,776,593 | 1,579,927 | 1,480,712 |
| Prepaids | 87,411 | 90,383 | 70,785 | 60,194 | 79,113 |
| Restricted cash and cash equivalents | | | 185,881 | 221,549 | 115,223 |
| **Total Assets** | 10,265,871 | 9,151,582 | 9,009,529 | 9,229,088 | 8,069,898 |
| **Liabilities** | | | | | |
| Accounts payable | 505,025 | 148,112 | 153,881 | 126,013 | 142,624 |
| Accrued liabilities | 447,600 | 540,428 | 263,621 | 300,907 | 201,216 |
| Developer and customer deposits | 787,313 | 749,981 | 862,818 | 1,579,684 | 1,608,261 |
| **Total Liabilities** | 1,739,938 | 1,438,521 | 1,280,320 | 2,006,604 | 1,952,101 |
| **Deferred Inflows of Resources** | | | | | |
| Unavailable revenues - property taxes | 3,084,644 | 3,046,735 | 2,967,471 | 2,794,916 | 2,779,471 |
| **Total Deferred Inflows of Resources** | 3,084,644 | 3,046,735 | 2,967,471 | 2,794,916 | 2,779,471 |
| **Fund Balances** | | | | | |
| Nonspendable: | | | | | |
| Prepaid items | 87,411 | 90,383 | 70,785 | 60,194 | 79,113 |
| Restricted: | | | | | |
| Road tax projects | - | - | 185,881 | 221,549 | 115,223 |
| Assigned: | | | | | |
| Construction projects | 1,500,000 | - | - | - | - |
| Unassigned | 3,853,878 | 4,575,943 | 4,505,072 | 4,145,825 | 3,143,990 |
| **Total Fund Balances** | 5,441,289 | 4,666,326 | 4,761,738 | 4,427,568 | 3,338,326 |
| **Total Liabilities, Deferred Inflows of Resources, and Fund Balances** | $10,265,871 | $9,151,582 | $9,009,529 | $9,229,088 | $8,069,898 |

(Source: Information extracted from the City's annual comprehensive financial reports compiled by the Municipal Advisor.)

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**Statement of Revenues, Expenditures, and Changes in Fund Balances – Total Governmental Funds**

| | Fiscal Year | | | | |
|---|---|---|---|---|---|
| | **2025** | **2024** | **2023** | **2022** | **2021** |
| **Revenues** | | | | | |
| Taxes | $16,175,121 | $15,321,509 | $15,364,483 | $14,098,143 | $12,719,852 |
| Licenses and permits | 250,366 | 252,298 | 243,690 | 238,857 | 230,085 |
| Rental income | 321 | 98,781 | 89,222 | 89,939 | 76,844 |
| Intergovernmental | 2,287,470 | 1,794,983 | 3,249,317 | 4,341,010 | 3,400,303 |
| Charges for services | 639,173 | 489,249 | 553,939 | 642,452 | 1,018,030 |
| Fines and forfeitures | 507,843 | 414,021 | 354,821 | 291,432 | 243,118 |
| Impact fees | 168,760 | 53,781 | 55,885 | 403,625 | 1,446,381 |
| Interest | 2,121,278 | 2,520,309 | 1,445,377 | 100,621 | 61,483 |
| Miscellaneous | 106,218 | 193,056 | 36,848 | 53,763 | 48,373 |
| **Total Revenues** | 22,256,550 | 21,137,987 | 21,393,582 | 20,259,842 | 19,244,469 |
| **Expenditures** | | | | | |
| Current: | | | | | |
| General government | 3,627,160 | 2,000,052 | 1,811,723 | 1,603,451 | 2,111,730 |
| Public safety | 7,857,717 | 7,308,247 | 7,015,901 | 6,267,165 | 5,695,381 |
| Highways and public improvements | 2,556,376 | 2,412,865 | 2,497,247 | 2,356,537 | 1,851,140 |
| Community development | 2,266,779 | 2,070,005 | 1,985,177 | 2,384,189 | 1,867,828 |
| Parks, recreation, and public property | 1,548,666 | 1,434,347 | 1,236,985 | 960,085 | 837,540 |
| Debt Service: | | | | | |
| Principal | 1,066,000 | 1,033,000 | 1,353,000 | 623,000 | 313,000 |
| Interest | 823,554 | 853,354 | 532,998 | 128,142 | 66,377 |
| Capital outlay: | | | | | |
| General government | 87,700 | | 49,450 | 51,253 | 1,794 |
| Highways and public improvements | 3,884,814 | 2,191,353 | 1,889,103 | 3,013,033 | 527,312 |
| Parks, recreation, and public property | 789,769 | 1,422,232 | 240,455 | 31,550 | 50,852 |
| **Total Expenditures** | 24,508,535 | 20,725,455 | 18,612,039 | 17,418,405 | 13,322,954 |
| **Excess (Deficiency) of Revenues Over (Under) Expenditures** | (2,251,985) | 412,532 | 2,781,543 | 2,841,437 | 5,921,515 |
| **Other Financing Sources (Uses)** | | | | | |
| Transfer in | 2,708,414 | 3,071,462 | 4,738,594 | 4,466,086 | 4,601,278 |
| Transfer out | (2,708,414) | (3,071,462) | (4,738,594) | (4,466,086) | (4,601,278) |
| Proceeds from borrowing | | | 16,692,000 | 3,567,271 | |
| Sale of capital assets | 15,554 | 82,300 | | 16,433 | 75,934 |
| Contributions | 86,862 | | 39,983 | 20,500 | |
| **Total Other Financing Sources (Uses)** | 102,416 | 82,300 | 16,731,983 | 3,604,204 | 75,934 |
| **Net Change in Fund Balances** | (2,149,569) | 494,832 | 19,513,526 | 6,445,641 | 5,997,449 |
| **Fund Balance, Beginning** | 44,984,575 | 44,489,744 | 24,976,218 | 18,530,578 | 12,533,129 |
| **Fund Balance, Ending** | $42,835,006 | $44,984,576 | $44,489,744 | $24,976,220 | $18,530,578 |

(Source: Information extracted from the City's annual comprehensive financial reports compiled by the Municipal Advisor.)

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### Taxable, Fair Market And Market Value Of Property

| Calendar Year | Taxable Value (1) | % Change Over Prior Year | Fair Market/ Market Value (2) | % Change Over Prior Year |
|---|---|---|---|---|
| 2026 *……………………………………. | $4,401,790,581 | 9.0 | $6,509,196,200 | 9.3 |
| 2025...……………………………………. | 4,038,402,444 | 5.6 | 5,955,533,879 | 5.0 |
| 2024...……………………………………. | 3,825,894,305 | 4.8 | 5,672,134,247 | 4.8 |
| 2023...……………………………………. | 3,649,832,275 | 5.9 | 5,411,594,967 | 6.3 |
| 2022...……………………………………. | 3,446,417,984 | 24.9 | 5,093,097,527 | 27.6 |

* Preliminary; subject to change. Fair Market/Market Value calculated by the Municipal Advisor.
(1) Taxable valuation includes redevelopment agency valuation but excludes semi–conductor manufacturing equipment ("SCME"). The redevelopment agency valuation for Calendar Year 2025 was approximately $315 million; for Calendar Year 2024 was approximately $296 million; for Calendar Year 2023 was approximately $277 million; for Calendar Year 2022 was approximately $254 million; and for Calendar Year 2021 was approximately $162 million.
(2) Estimated fair market values were calculated by dividing the taxable value of primary residential property by 55%, which eliminates the 45% exemption on primary residential property granted under the Property Tax Act. Does not include market valuation for SCME.

(Source: Information taken from reports of the State Tax Commission. Compiled by the Municipal Advisor.)

### Historical Summaries Of Taxable Value Of Property

| | Calendar Year | | | | | |
|---|---|---|---|---|---|---|
| | 2026 | | 2025 | 2024 | 2023 | 2022 |
| | Taxable Value* | % of T.V. | Taxable Value | Taxable Value | Taxable Value | Taxable Value |
| Set by State Tax Commission (centrally assessed) | | | | | | |
| Total centrally assessed | $129,619,012 | 2.9 | $104,881,978 | $95,990,537 | $93,599,339 | $111,052,020 |
| Set by County Assessor (locally assessed) | | | | | | |
| Real property (land and buildings) | | | | | | |
| Primary residential | 2,560,371,791 | 58.2 | 2,327,814,455 | 2,242,753,602 | 2,138,314,248 | 2,002,292,832 |
| Secondary residential | 23,625,697 | 0.5 | 21,479,786 | 17,454,593 | 21,818,636 | 25,213,863 |
| Commercial and industrial | 990,528,564 | 22.5 | 900,559,332 | 846,768,993 | 811,373,549 | 849,386,868 |
| FAA (greenbelt) | 15,550 | 0.0 | 14,138 | 14,967 | 13,386 | 13,762 |
| Unimproved non FAA (vacant) | 153,884,023 | 3.5 | 139,906,811 | 123,568,061 | 88,902,664 | 34,358,334 |
| Agricultural | - | 0.0 | 0 | 0 | 2,904 | 2,904 |
| Total real property | 3,728,425,625 | 84.7 | 3,389,774,522 | 3,230,560,216 | 3,060,425,387 | 2,911,268,563 |
| Personal property | | | | | | |
| Primary mobile homes | 15,346,188 | 0.3 | 15,346,188 | 13,761,883 | 14,951,264 | 10,315,498 |
| Secondary mobile homes | 73,062 | 0.0 | 73,062 | 50,170 | 92,650 | 42,240 |
| Other business | 528,326,694 | 12.0 | 528,326,694 | 485,531,499 | 480,763,635 | 413,739,663 |
| SCME | - | 0.0 | - | - | - | - |
| Total personal property | 543,745,944 | 12.4 | 543,745,944 | 499,343,552 | 495,807,549 | 424,097,401 |
| Total locally assessed | 4,272,171,569 | 97.1 | 3,933,520,466 | 3,729,903,768 | 3,556,232,936 | 3,335,365,964 |
| Total taxable value | $4,401,790,581 | 100.0 | $4,038,402,444 | $3,825,894,305 | $3,649,832,275 | $3,446,417,984 |
| Total taxable value (1) | $4,401,790,581 | | $4,038,402,444 | $3,825,894,305 | $3,649,832,275 | $3,446,417,984 |

* Preliminary; subject to change.
(1) Not including taxable valuation associated with SCME.

(Source: Information taken from reports of the State Tax Commission. Compiled by the Municipal Advisor.)

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## LEGAL MATTERS

### Absence Of Litigation Concerning The 2026 Bonds

There is no litigation pending or threatened questioning or in any manner relating to or affecting the validity of the 2026 Bonds.

On the date of the execution and delivery of the 2026 Bonds, certificates will be delivered by the City to the effect that to the knowledge of the City, there is no action, suit, proceeding or litigation pending or threatened against the City, which in any way materially questions or affects the validity or enforceability of the 2026 Bonds or any proceedings or transactions relating to their authorization, execution, authentication, marketing, sale or delivery or which materially adversely affects the existence or powers of the City.

A non–litigation opinion issued by Todd Godfrey, City Attorney, dated the date of closing, will be provided stating, among other things, there is not now pending, or to his knowledge threatened, any action, suit, proceeding, inquiry, or any other litigation or investigation, at law or in equity, before or by any court, public board or body, challenging the creation, organization or existence of the City, or the ability of the City, or its respective officers to authenticate, execute or deliver the 2026 Bonds or such other documents as may be required in connection with the issuance and sale of the 2026 Bonds, or to comply with or perform their respective obligations thereunder, or seeking to restrain or enjoin the issuance, sale or delivery of the 2026 Bonds, or directly or indirectly contesting or affecting the proceedings or the authority by which the 2026 Bonds are issued, the legality of the purpose for which the 2026 Bonds are issued, or the validity of the 2026 Bonds or the issuance and sale thereof.

For a general discussion of litigation involving the City see "APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025–Notes to the Basic Financial Statements–10. Risk Management" (page 45).

### General

Certain legal matters incident to the authorization, issuance and sale of the 2026 Bonds are subject to the approving legal opinion of Farnsworth Johnson PLLC., Bond Counsel to the City. Certain legal matters will be passed upon for the City by Todd Godfrey, City Attorney. Certain matters regarding this OFFICIAL STATEMENT will be passed on by Farnsworth Johnson PLLC. The approving opinion of Bond Counsel will be delivered with the 2026 Bonds.

The employment of Bond Counsel is limited to the review of the transcripts of legal proceedings authorizing the issuance of the 2026 Bonds and to the issuance of the legal opinion, in conventional form, relating solely to the validity of the 2026 Bonds pursuant to such authority and the excludability of interest on the 2026 Bonds for income tax purposes as described below. Except for said legal matters, which will be specifically covered in its opinion, Bond Counsel has assumed no responsibility for the accuracy or completeness of any information furnished to any person in connection with or any offer or sale of the 2026 Bonds in the OFFICIAL STATEMENT or otherwise.

The various legal opinions to be delivered concurrently with the delivery of the 2026 Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

## TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the 2026 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the 2026 Bonds as a capital asset, tax–exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the 2026 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the 2026 Bonds.

**Tax Status Of The 2026 Bonds**

In the opinion of Farnsworth Johnson PLLC., Bond Counsel to the City, under the law currently existing as of the issue date of the 2026 Bonds:

*Federal Tax Exemption.* The interest on the 2026 Bonds is excludable from gross income for federal income tax purposes.

*Alternative Minimum Tax.* The interest on the 2026 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the 2026 Bonds, subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the 2026 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the 2026 Bonds.

*State of Utah Tax Exemption.* The interest on the 2026 Bonds is exempt from State of Utah individual income taxes.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the 2026 Bonds but has reviewed the discussion under this section.

**Other Tax Consequences**

*[Original Issue Discount*. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a 2026 Bond over its issue price. The issue price of a 2026 Bond is generally the first price at which a substantial amount of the 2026 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax–exempt bonds accrue on a compound basis. The amount of original issue discount that accrues to an owner of a 2026 Bond during any accrual period generally equals (1) the issue price of that 2026 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that 2026 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that 2026 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that 2026 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

*[Original Issue Premium.* For federal income tax purposes, premium is the excess of the issue price of a 2026 Bond over its stated redemption price at maturity. The issue price of a 2026 Bond is generally the first price at which a substantial amount of the 2026 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax–exempt bonds is amortized over the term of the 2026 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the 2026 Bond and the amount of tax–exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the 2026 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

*Sale, Exchange or Retirement of Bonds.* Upon the sale, exchange or retirement (including redemption) of a 2026 Bond, an owner of the 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the 2026 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the 2026 Bond. To the extent a 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long–term capital gain or loss if the 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

*Reporting Requirements*. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the 2026 Bonds, and to the proceeds paid on the sale of the 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

*Collateral Federal Income Tax Consequences.* Prospective purchasers of the 2026 Bonds should be aware that ownership of the 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2026 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of 2026 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the 2026 Bonds, including the possible application of state, local, foreign and other tax laws.

## MISCELLANEOUS

### Bond Ratings

As of the date of this OFFICIAL STATEMENT, the 2026 Bonds have been rated "___" by S&P Global Ratings ("S&P"). An explanation of the ratings may be obtained from S&P. The City has not directly applied to Fitch Ratings or Moody's Investors Service, Inc. for a rating on the 2026 Bonds.

Such rating does not constitute a recommendation by the rating agency to buy, sell or hold the 2026 Bonds. Such rating reflects only the views of S&P and any desired explanation of the significance of such rating should be obtained from S&P. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own.

There is no assurance that the rating given the outstanding 2026 Bonds will continue for any given period of time or that the rating will not be revised downward or withdrawn entirely by the rating agency if, in their judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the 2026 Bonds.

### Trustee

The obligations and duties of the Trustee are described in the Indenture and the Trustee has undertaken only those obligations and duties that are expressly set out in the Indenture. The Trustee has not independently passed upon the validity of the 2026 Bonds, the security therefor, the adequacy of the provisions for payment thereof or the exclusion from gross income for federal tax purposes of the interest on the 2026 Bonds. The Trustee may resign or be removed or replaced as provided in the Indenture. See "APPENDIX B—THE MASTER TRUST INDENTURE."

### Municipal Advisor

The City has entered an agreement with the Municipal Advisor whereunder the Municipal Advisor provides financial recommendations and guidance to the City with respect to preparation for sale of the 2026 Bonds, timing of sale, taxable and tax–exempt bond market conditions, costs of issuance and other factors related to the sale of the 2026 Bonds. The Municipal Advisor has read and participated in the drafting of certain portions of this OFFICIAL STATEMENT and has supervised the completion and editing thereof. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the OFFICIAL STATEMENT, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and the Municipal Advisor makes no guaranty, warranty or other representation respecting accuracy and completeness of the OFFICIAL STATEMENT or any other matter related to the OFFICIAL STATEMENT.

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### Independent Auditors

The basic financial statements and required supplementary information of the City as of June 30, 2025, and for the year then ended, included in this OFFICIAL STATEMENT, have been audited by K&C, Certified Public Accountants, (“K&C”) Woods Cross, Utah, as stated in their report in “APPENDIX A—GENERAL PURPOSE FINANCIAL STATEMENTS OF THE CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025”. K&C has not been engaged to perform and has not performed, since the date of their report included in the Fiscal Year 2025 Financial Statements, any procedures on the financial statements addressed in the Fiscal Year 2025 General Purpose Financial Statements.

K&C has not participated in the preparation or review of this OFFICIAL STATEMENT. Based upon their non–participation, they have not consented to the use of their name in this OFFICIAL STATEMENT.

### Additional Information

All quotations contained herein from and summaries and explanations of, the State Constitution, statutes, programs, and laws of the State, court decisions and the Indenture, do not purport to be complete, and reference is made to said State Constitution, statutes, programs, laws, court decisions and the Indenture for full and complete statements of their respective provisions.

Any statements in this OFFICIAL STATEMENT involving matters of opinion, whether expressly so stated, are intended as such and not as representation of fact.

The appendices attached hereto are an integral part of this OFFICIAL STATEMENT and should be read in conjunction with the foregoing material.

***This PRELIMINARY OFFICIAL STATEMENT is in a form deemed final for purposes of paragraph (b)(1) of Rule 15c2–12 of the Securities and Exchange Commission.***

This OFFICIAL STATEMENT and its distribution and use have been duly authorized by the City.

**City Of North Salt Lake, Utah**

## APPENDIX A

## GENERAL PURPOSE FINANCIAL STATEMENTS OF CITY OF NORTH SALT LAKE, UTAH FOR FISCAL YEAR 2025

The Financial Statements for Fiscal Year 2025 are contained herein. *The City's Financial Statements for Fiscal Year 2026 must be completed under State law by December 31, 2026.*

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# APPENDIX B

## THE MASTER TRUST INDENTURE

Reference is made to the Indenture, for full details of all of the terms of the 2026 Bonds, the security provisions appertaining thereto, and the definition of any terms used but not defined in this OFFICIAL STATEMENT.

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## APPENDIX C

## FORM OF OPINION OF BOND COUNSEL

Upon the delivery of the 2026 Bonds, Farnsworth Johnson, PLLC., Bond Counsel, proposes to issue their final approving opinion in substantially the following forms:

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## APPENDIX D

## FORM OF CONTINUING DISCLOSURE UNDERTAKING

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## APPENDIX E

## BOOK–ENTRY SYSTEM

DTC, the world's largest securities depository, is a limited–purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non–U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post–trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book–entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly–owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non–U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at http://www.dtcc.com.

Purchases of 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2026 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered ingfto the transaction. Transfers of ownership interests in the 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2026 Bonds, except in the event that use of the book–entry system for the 2026 Bonds is discontinued.

To facilitate subsequent transfers, all 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2026 Bond documents. For example, Beneficial Owners of 2026 Bonds may wish to ascertain that the nominee holding the 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2026 Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2026 Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book–entry–only transfers through DTC (or a successor securities depository). In that event, 2026 Bond certificates will be printed and delivered to DTC.

*The information in this section concerning DTC and DTC's book–entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.*

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NORTH SALT LAKE

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