HURRICANE CITY
UTAH

**Mayor** Clark Fawcett

**City Manager** Kaden DeMille

**City Council**

*Joseph Prete*
*Dave Imlay*
*Lynn Excell*
*Amy Werrett*
*Merlin Spendlove*

# Hurricane City Council Meeting
# Agenda

October 1, 2026
5:00 PM
City Council Chambers 147 N 870 W, Hurricane

Notice is hereby given that the City Council will hold a Regular Meeting in the City Council Chambers 147 N 870 W, Hurricane, UT. Meeting Link on Webex Meeting number: 2630 456 5376 Meeting password: HCcouncil Join from a video or application Dial 26304565376@cityofhurricane.webex.com. You can also dial 173.243.2.68 and enter your meeting number. Join by phone +1-415-655-0001 US Toll Access code:26304565376.
A silent roll call will be taken, followed by the Pledge of Allegiance and prayer by invitation.
**THOSE WISHING TO SPEAK DURING PUBLIC FORUM MUST SIGN IN WITH THE RECORDER BY 6:00 P.M.**

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**5:00 p.m. Pre-meeting**

**6:00 p.m. - Call to Order**

Prayer

Pledge of Allegiance

Declaration of any conflicts of interest

**Public Forum – Comments from Public**

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 3 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 12:00 p.m. the Tuesday one week before the Council meeting.

**Recess – Meeting of the Hurricane City Council**

**Call to Order – Meeting of the Municipal Building Authority of Hurricane City**

1. Reading of Statement: The Municipal Building Authority of the City of Hurricane, Utah hereby intends to issue a lease revenue bond (the “Series 2026 Bonds”). The purpose of said bond is to provide funds to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the “Series 2026 Project”); (b) fund any required deposit to a debt service reserve fund; and (c) pay costs associated with the issuance of the Series 2026 Bonds. The estimated amount of the bond is $27,000,000

2. Consideration for adoption of a **Resolution 2026-33 of the Municipal Building Authority of Hurricane City, Utah** authorizing the issuance and sale of not more than $27,000,000 aggregate principal amount of lease revenue bonds, series 2026 and related matters

**Adjournment – Meeting of the Municipal Building Authority of Hurricane City**

**Reconvene – Meeting of the Hurricane City Council**

**NEW BUSINESS**

1. Consideration for adoption of **Resolution 2026-34 of the City Council of Hurricane City, Utah (the "City") authorizing and approving the execution and delivery of an Amendment to Master Lease Agreement and a Ground Lease Agreement** by and between the City and the Municipal Building Authority of Hurricane City, Utah (the "Authority"), authorizing the issuance and sale by the Authority of its Lease revenue Bonds, Series 2026, in an aggregate principal amount of not more than $27,000,000; authorizing and approving the execution and delivery by the Authority of a Supplemental Indenture of Trust, a Bond Purchase Contract, certain security documents, and other documents required in connection with the series 2026 Bonds; adopting a tax and disclosure compliance procedure; authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by the resolution; and related matters
2. Consideration for adoption of **Resolution 2026-35 Authorizing the issuance and sale** of not more than $24,000,000 aggregate principal amount of Electric Revenue Bonds, Series 2027; and related matters
3. Consideration and possible approval of **Resolution 2026-32 Approving the form of the Non-BQ Lease/Purchase Agreement** with ZMFU II, INC. Salt Lake City, Utah and authorizing execution and delivery thereof – Kaden DeMille
4. Consideration and possible approval of **local consent for a Recreational Beer license** for Coral Cliffs Entertainment – Zachery Morgan
5. **Public Hearing** to take comments on the following:
    a. Possible abandonment and vacation of a portion of 2460 West Street
6. Consideration and possible approval of **Ordinance 2026-23 Approving the Abandonment and Vacation** of a Portion of 2460 West – Arthur LeBaron
7. Consideration and possible approval of **Resolution 2026-31 Approving updates** to the Hurricane City Retention Schedule – Cindy Beteag
8. Consideration and possible approval of **Zone Change Ordinance No. ZC26-14** to rezone a property located at 1024 N Main Street from Single Family Residential 10 (R1-10) to Single Family Residential 8 (R1-8); File No. ZC26-14; Parcel No. H-311-C-2; Scott Brady, Applicant & Property Owner
9. Mayor, Council, and staff reports
10. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

**Adjournment**

The undersigned City Recorder does hereby certify that the agenda was posted to the city website, posted to the state public notice website, and at the following locations: the City office, the post office, and the library on September 30, 2026. Cindy Beteag, City Recorder

REASONABLE ACCOMMODATION: Hurricane City will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs, please contact the City Recorder,435-635-2811 x 106, at least 24 hours in advance if you have special needs.

**Agenda Summary for Hurricane City Council October 1, 2026**

**5:00 p.m. Pre-Meeting**
**6:00 p.m. Call to Order**

**Recess – Meeting of the Hurricane City Council**
**Call to Order – Meeting of the Municipal Building Authority of Hurricane City**

1. The Statement Resolution of the Authority is newly required by State law. The language listed on the agenda simply needs to be read during the meeting to meet the requirements.

2. These agenda items relate to financing for the new Hurricane City Campus, which includes the new Police Station and the new City Office building. The Police Station is tentatively scheduled to begin grading in November. The project would be financed through the Municipal Building Authority's Lease Revenue Bonds, Series 2026. The MBA is a separate legal entity created by the City to finance and hold title to public buildings. The City leases the buildings from the MBA, and those lease payments repay the bonds. Once the bonds are paid in full, ownership of the building's transfers to the City. Staff is recommending approval of the resolution authorizing the issuance of the Series 2026 Lease Revenue Bonds in a total principal amount of not more than $27,000,000, maturing in not more than 31 years, and at an interest rate not to exceed 6%. The 6% rate is a ceiling, not the rate we expect to receive.

   As with our other financings, I am taking a very conservative approach, and I anticipate that both the amount financed and the interest rate will come in below these limits. – Paige Chapman

**Adjournment – Meeting of the Municipal Building Authority of Hurricane City**
**Reconvene – Meeting of the Hurricane City Council**
**New Business**

1. Same comments listed under MBA #2.

2. This agenda item relates to financing for Hurricane City Power's Substation #1, including the associated transmission lines, and for the completion of the Sky Mountain Substation. Engineering is complete, and construction is anticipated to begin at the end of this year or the beginning of next year. A parameters resolution is one of the first official steps in financing a project. Just as the name implies, it sets the maximum amount the City can borrow, the longest term of the bond, and the highest interest rate it can carry. Staff is recommending approval of the resolution setting a maximum parameter of not more than $24,000,000 to be financed, at a term of no longer than 26 years, and at an interest rate not to exceed 6%, to be repaid from Power Fund revenues.

The 6% rate is a ceiling, not the rate we expect to receive, and it allows room if market conditions change before the bonds are sold. – Paige Chapman

3. During the September 17th City Council meeting, the Council discussed and approved a new lease agreement with Intermountain Golf Cars. These 75 new Club Car Tempo Lithium Golf Carts will replace the aging golf cart fleet at Sky Mountain. With exception of the batteries, the old fleet is now out of warranty, with many carts now seeing an increased need for expensive maintenance.

   As these carts are on lease program, this agenda item is a request for approval of the financing terms and conditions associated with financing the lease of the carts.

   The total amount of the lease/purchase agreement is $846,300 with an interest rate of 4.95%. Payments commence November 1, 2026, with the scheduled term ending November 1, 2032.

   Staff recommends approval of the resolution. – Kaden DeMille

4. Coral Cliffs Entertainment currently holds a full restaurant liquor license for its bar and restaurant area. The applicant is requesting a Beer Recreational License to allow beer to be served in the pinball, darts, and VIP bowling areas.

   Staff has been advised that the pinball and darts areas will be restricted to patrons 21 years of age and older. The applicant would like the bowling area to remain open to all ages.

   Staff's primary question is how alcohol service will be monitored in the bowling area where youth may also be present. Specifically, staff would like the applicant to explain how they will ensure that alcohol purchased and distributed, including beer served in pitchers, is consumed only by individuals who are legally permitted to consume alcohol. The applicant should identify the safeguards and monitoring procedures that will be used to prevent minors from consuming alcohol.

   The State regulates the enforcement and requirements related to alcohol service. This would be the first and only Beer Recreational License of this type in Hurricane. – Cindy Beteag

5. Public Hearing to take comments on the following:
   a. Possible abandonment and vacation of a portion of 2460 West Street

6. Ted Spilsbury has petitioned the City to abandon the portion of 2460 West that is undeveloped that runs between his family property and the Intermountain Health campus, just north of State Street.

There are a few issues to keep in mind for this one:

a. 2460 West was dedicated by the Spilsbury family as part of the Hurricane Industrial Park development in 1979.
b. The platted alignment of 2460 West runs all the way to State Street. The location of the alignment is not compatible with the development of a future intersection at State Street because of its misalignment with other intersections that have already been established. It is NOT a good idea to develop 2460 West all the way to State Street.
c. Ted is working a deal with Intermountain wherein he would sell them the family parcel that lies West of the existing road alignment. The parcel would lend itself better for future development of the Intermountain campus with the road being abandoned.
d. The City's active transportation plan contemplates a trail alignment that is slated to run along 2460 West and through the Spilsbury property. However, the trail could be integrated into a future development plan that doesn't include the road. In fact, staff would not recommend the extension of 2460 West to intersect with State Street.

Findings: Staff has met with Ted Spilsbury and concurs with the proposed area to be abandoned. The City can work with property owners to integrate a trail alignment into a future development plan on the property.
Recommendation: Staff is not opposed to the abandonment, provided Mr. Spilsbury discloses the City's Active Transportation Master Plan to his potential buyers. – Arthur LeBaron

7. Utah Code requires municipalities to adopt a retention schedule governing the maintenance and destruction of records. The City Council adopted the City's current retention schedule in 2023. Since that time, the State has made changes and updates to its retention requirements. The proposed amendments update the City's existing retention schedule to reflect those changes and align it with the current State retention schedules. – Cindy Beteag

8. DISCUSSION FOR OCTOBER 1, 2026
To: Hurricane City Council
From: Gary Cupp, Planning Director

Background/Request:
The applicant requests a zone change from Single Family Residential R1-10 to Single Family Residential R1-8 on a nonconforming parcel with the intent of constructing a single-family dwelling. The lot is nonconforming because it does not meet R1-10 development standards, which require a minimum lot area of 8,000 square feet (subject lot is 7,595 square feet in area) and an 80-foot frontage (subject lot has only 75 feet). It should also be noted that there are no utility connections stubbed to the property

despite utility infrastructure being present on adjacent lots and in the surrounding subdivisions. These issues came to light when the applicant submitted a building permit application to construct a residence on the property, at which time staff informed him of the nonconformities relating to the lot's area and frontage, and the lack of utilities, and explained to him that these conditions are possible indicators of an unlawfully created lot.

Hurricane City Code (HCC) section 10-8-6 provides that a nonconforming lot may be developed if the lot was a legal lot at the time the applicable zoning standards were established, and HCC section 10-8-10 places the burden of demonstrating that a lot is legally nonconforming on the applicant. The applicant's narrative states that the parcel existed as a separate lot as early as the 1970s, and city records show this area has been within city limits since at least 1960. The applicant has provided documentation establishing the lot's existence as a separate parcel back to 1985, and based on the review of available records, staff has determined that the property was zoned R1-10 in 1985, and that R1-10 zoning at that time included the same minimum lot area and frontage standards as are currently required. However, the applicant has not been able to provide sufficient documentation to verify that the parcel was legally created; thus, staff cannot make a determination that the parcel qualifies as a legally nonconforming lot under City code.

Strict application of the code would not allow a building permit to be issued on a potentially illegal lot. Since the applicant has not been able to demonstrate the lot's legal creation, as an alternative to not allowing the lot to be developed staff advised the applicant that a zone change to R1-8 should be requested. The R1-8 zoning district has minimum lot area and frontage requirements that the property can conform to. If this zone change is approved, the parcel would no longer be nonconforming with respect to zoning standards, however, this solution would not legalize the lot. Notwithstanding, since the lot's legal status is undetermined either way, staff is supportive of allowing the applicant's building permit application to move forward subject to compliance with all other applicable City requirements. The alternative of not issuing a building permit on an otherwise developable lot would unreasonably preclude the development of needed single-family housing.

Planning Commission Review and Recommendation:
A public hearing was held at the September 24, 2026, Planning Commission meeting and no public comments or objections to the proposed zone change were received. The Planning Commission had no concerns with the zone change request and voted unanimously to recommend approval to the City Council.

Property Information:
Location – 1024 N Main Street
Property Size – approx. 0.17 acres
Current Zoning – R1-10

General Plan – Single Family
Existing Development – Vacant, undeveloped lot.
Parcel No. H-311-C-2

Findings:
Staff review of the approval standards cited in section 10-7-7(E) of the Hurricane City Code for consideration of zone changes:

a. Is the proposed amendment consistent with the goals, objectives, and policies of the City's General Plan? The General Plan Map designates this area as "Single Family", which advises densities consistent with R1-15, R1-10, R1-8, and R1-6. This request meets the General Plan Map for the area. The property is part of a broader single-family neighborhood and is close to schools and parks.
b. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? Development in the area is zoned and developed similarly, with the denser RM-1 across the street from this property. The proposed zone change amendment is harmonious with development in the area.
c. Will the proposed amendment adversely affect the adjacent property? The proposed zone change conforms with the densities recommended by the General Plan for the area, and most of the immediately adjacent property is developed in a similar manner as proposed for the subject property, which will mitigate any potential adverse effects on neighboring properties.
d. Are public facilities and services adequate to serve the subject property? There are no concerns with the adequacy of public facilities to serve this property.

Recommendation:
In practical terms, absent approval of the requested zone change, or sufficient evidence establishing the legal nonconforming status of the lot, the property would not be developed and would not provide needed single-family housing in the city. Staff therefore recommends approval of the zone change request.

9. Mayor, Council, and staff reports.

10. Tentative Close Meeting upon request.

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY THE CITY OF HURRICANE, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board of the Municipal Building Authority of Hurricane City, Utah, (the "Authority") will be held at 147 North 870 West, Hurricane, Utah at 6:00 p.m. on October 1, 2026, for the purpose of making a statement indicating the Authority's intent to issue its Lease Revenue Bonds, Series 2026 and for the transaction of such other business incidental to the foregoing as may come before said meeting.

_____
Secretary-Treasurer

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the Chair-President, the Vice President and Trustees of the Governing Board of the Authority, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time in said notice, and to the transaction of any and all business which may come before said meeting.

_____
Chair/President

_____
Vice President

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

Hurricane, Utah

October 1, 2026

The Board of Trustees (the "Governing Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), met in special session in Hurricane, Utah, on October 1, 2026, at 6:00 p.m., with the following Trustees being present:

| | |
|---|---|
| Clark Fawcett | Chair/President |
| Joseph Prete | Vice President |
| Lynn Excell | Trustee |
| Dave Imlay | Trustee |
| Merlin Spendlove | Trustee |
| Amy Werrett | Trustee |

Also present:

| | |
|---|---|
| Cindy Beteag | Secretary-Treasurer |
| Kaden Demille | City Manager |

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Secretary-Treasurer presented to the Governing Board a Certificate of Compliance with Open Meeting Law with respect to this October 1, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The Chair-President then read the following statement pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Local Building Authority Act, Title 17D, Chapter 2, of the Utah Code Annotated 1953, as amended:

"The Municipal Building Authority of the City of Hurricane, Utah hereby intends to issue a lease revenue bond (the "Series 2026 Bonds"). The purpose of said bond is to provide funds to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"); (b) fund any required deposit to a debt service reserve fund; and (c) pay costs associated with the issuance of the Series 2026 Bonds. The estimated amount of the bond is $27,000,000."

Following the reading of the above statement, this separate agenda item for the meeting was closed.

This October 1, 2026.

(SEAL)

By: _____
Chair-President

ATTEST:

By:_____
Secretary-Treasurer

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Chair-President

ATTEST:

By:_____
Secretary-Treasurer

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cindy Beteag, the undersigned Secretary-Treasurer of the Governing Board of the Municipal Building Authority the City of Hurricane, Utah (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the October 1, 2026, public meeting held by the Authority as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1 (the "Notice") to be posted at the principal offices of the City of Hurricane at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) By causing a copy of such Notice to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a copy of such Notice, to be posted on the City of Hurricane's official website at least twenty-four (24) hours prior to the convening of the meeting.

The Authority meets on an "as needed" basis.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 1, 2026.

(SEAL)

By:_____
Secretary-Treasurer

SCHEDULE 1

NOTICE OF MEETING

HURRICANE CITY
UTAH

## STAFF COMMENTS

**Agenda Date:** 10/01/26

**Item:** Consideration for adoption of a Resolution 2026-33 of the Municipal Building Authority of Hurricane City, Utah authorizing the issuance and sale of not more than $27,000,000 aggregate principal amount of lease revenue bonds, series 2026 and related matters. AND

Consideration for adoption of Resolution 2026-34 of the City Council of Hurricane City, Utah (the "City") authorizing and approving the execution and delivery of an Amendment to Master Lease Agreement and a Ground Lease Agreement by and between the City and the Municipal Building Authority of Hurricane City, Utah (the "Authority"), authorizing the issuance and sale by the Authority of its Lease revenue Bonds, Series 2026, in an aggregate principal amount of not more than $27,000,000; authorizing and approving the execution and delivery by the Authority of a Supplemental Indenture of Trust, a Bond Purchase Contract, certain security documents, and other documents required in connection with the series 2026 Bonds; adopting a tax and disclosure compliance procedure; authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by the resolution; and related matters.

**Discussion:** These agenda items relate to financing for the new Hurricane City Campus, which includes the new Police Station and the new City Office building. The Police Station is tentatively scheduled to begin grading in November. The project would be financed through the Municipal Building Authority's Lease Revenue Bonds, Series 2026. The MBA is a separate legal entity created by the City to finance and hold title to public buildings. The City leases the buildings from the MBA, and those lease payments repay the bonds. Once the bonds are paid in full, ownership of the building's transfers to the City. Staff is recommending approval of the resolution authorizing the issuance of the Series 2026 Lease Revenue Bonds in a total principal amount of not more than $27,000,000, maturing in not more than 31 years, and at an interest rate not to exceed 6%. The 6% rate is a ceiling, not the rate we expect to receive.

As with our other financings, I am taking a very conservative approach, and I anticipate that both the amount financed and the interest rate will come in below these limits. – Paige Chapman

**Findings:**

**Recommendation:**

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") will be held at 147 North 870 West, Hurricane, Utah, at 6:00 p.m. on October 1, 2026, for the purpose of authorizing the issuance and sale of the Authority's Lease Revenue Bonds, Series 2026, in a total principal amount of not more than $27,000,000, and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

_____
Secretary-Treasurer

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the Chair/President, Vice President and Trustees of the Governing Board of the Authority, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

_____
Chair/President

_____
Vice President

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

Hurricane, Utah

October 1, 2026

The Governing Board (the "Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), met in special session at 147 North 870 West, Hurricane, Utah, on October 1, 2026, at 6:00 p.m., with the following Trustees being present:

| | |
|---|---|
| Clark Fawcett | Chair/President |
| Joseph Prete | Vice- President |
| Lynn Excell | Trustee |
| Dave Imlay | Trustee |
| Joseph Prete | Trustee |
| Merlin Spendlove | Trustee |
| Amy Werrett | Trustee |

Also present:

| | |
|---|---|
| Cindy Beteag | Secretary-Treasurer |
| Kaden Demille | City Manager |

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Secretary-Treasurer presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this October 1, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, a, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair/President in open meeting and recorded by the Secretary-Treasurer in the official records of the Municipal Building Authority of the City of Hurricane, Utah. The resolution is as follows:

A RESOLUTION OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH (THE "AUTHORITY") AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $27,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, SERIES 2026 (THE "SERIES 2026 BONDS"); DELEGATING TO CERTAIN OFFICERS OF THE AUTHORITY THE ABILITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2026 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2026 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2026 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2026 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2026 BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION POSTING OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE PUBLICATION AND POSTING OF A NOTICE OF INTENT TO ISSUE A LEASE REVENUE BOND AND PUBLIC HEARING; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE CONTRACT, AN AMENDMENT TO MASTER LEASE AGREEMENT, SECURITY DOCUMENTS, A GROUND LEASE, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2026 BONDS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Hurricane City, Utah (the "City") has previously authorized and directed the creation of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"); and

WHEREAS, pursuant to the direction of the City, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and the laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act"); and

WHEREAS, pursuant to the provisions of the Building Authority Act and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, with the Building Authority Act, the "Act"), the Governing Board (the "Board") of the Authority, has authority to issue its lease revenue bonds for the purpose of financing certain improvements for and on behalf of the Authority; and

WHEREAS, the Authority desires to issue its Lease Revenue Bonds, Series 2026 (to be issued in one or more series and with such other or further designation(s) as the Authority may determine) (the "Series 2026 Bonds"), in an aggregate principal amount of not to exceed

$27,000,000 to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"); (b) fund any required deposit to a debt service reserve fund; and (c) pay costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the Act provides for the posting of a Notice of Public Hearing and Bonds to be Issued, and the Authority desires to publish such notice in compliance with the Act with respect to the Series 2026 Bonds to thereby initiate the running of a contest period; and

WHEREAS, pursuant to Sections 11-14-316, 11-14-318 and 17D-2-502 of the Act, the Notice of Public Hearing and Bonds to be Issued substantially in the form in Exhibit B shall constitute (a) the notice of intent to issue bonds, (b) the notice of a public hearing to receive input from the public with respect to the Series 2026 Bonds, and (c) will provide for a 30-day period during which the active voters of the City may submit a written petition requesting an election to approve or disapprove the issuance of the Series 2026 Bonds; and

WHEREAS, pursuant to Sections 11-14-103 and 17D-2-501 of the Act, the Notice of Intent to Issue a Lease Revenue Bond and Public Hearing attached hereto as Exhibit C shall constitute (a) the notice of intent to issue a lease revenue bond, and (b) notice of a public hearing required under 11-14-103; and

WHEREAS, the City is the owner of a fee simple interest to or will have a leasehold interest in the property on which the Series 2026 Project shall be located and the Authority desires to lease such property from the City pursuant to the terms and provisions of a Ground Lease Agreement (the "Ground Lease") in substantially the form presented to this meeting and attached hereto as Exhibit G and herein authorized and approved; and

WHEREAS, the Authority desires to lease the Series 2026 Project, as lessor, on an annually renewable basis, to the City, as lessee, pursuant to the terms and provisions of a Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as heretofore amended, and as further amended by a Sixth Amendment to Master Lease (the "Sixth Amendment to Lease" and together with the Master Lease as previously amended, the "Lease"), by and between the Authority and the City in substantially the form presented to the Board at this meeting and attached hereto as Exhibit E; and

WHEREAS, the Authority proposes to (i) finance the costs associated with the Series 2026 Project, (ii) fund the deposit of any required reserve, and (iii) pay the costs of issuance of the Series 2026 Bonds by means of the issuance of the Series 2026 Bonds issued pursuant to the General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as heretofore supplemented and amended and as further supplemented by a Seventh Supplemental Indenture of Trust (the "Seventh Supplemental Indenture and together with the General Indenture, the "Indenture") between a Zions Bancorporation, National Association, as trustee (the "Trustee")and the Authority, in substantially the form presented to the Board at this meeting and attached hereto as Exhibit D; and

WHEREAS, to further secure its payment obligations under the Indenture, the Authority proposes to grant a lien on and security interest in the Series 2026 Project pursuant to the following: (i) either a Supplement to Amended and Restated Leasehold Deed of Trust, Assignment of Rents and Security Agreement or a Leasehold Deed of Trust, Assignment of Rents and Security Agreement, and (ii) an Assignment of Ground Lease in substantially the forms presented to this meeting and attached hereto as Exhibit F (collectively the "Security Documents"); and

WHEREAS, there has been presented to the Board at this meeting a form of a Bond Purchase Contract (the "Bond Purchase Contract") to be entered into between the Authority, the City, and the underwriter/purchaser selected by the Authority for the Series 2026 Bonds (the "Underwriter/Purchaser"), in substantially the form attached hereto as Exhibit H, in the event that the Series 2026 Bonds are not sold pursuant to a public bid with an official notice of bond sale or similar document; and

WHEREAS, the Authority desires to improve and promote the local health and general welfare of the citizens of the City by entering into the documents and taking the actions described above; and

WHEREAS, the Council has or is expected to authorize, approve and direct the execution of the Ground Lease, the Lease, the Indenture, the Bond Purchase Contract and the Security Documents and to authorize the issuance of the Series 2026 Bonds and the financing of the Series 2026 Project by the Authority and to authorize the execution of the Ground Lease, the Lease, the Indenture, the Bond Purchase Contract, the Security Documents, and certain other acts to be taken by the Authority in connection therewith; and

WHEREAS, in order to allow the Authority (in consultation with the Authority's municipal advisor (the "Municipal Advisor"), flexibility in setting the pricing date of the Series 2026 Bonds to optimize debt service costs to the Authority, the Board desires to grant to any one of the following: Chair/President or Vice President or the City Manager of the City (the "Designated Officers"), the authority to (a) determine whether all or a portion of the Series 2026 Bonds should be sold pursuant to a private placement or a public offering (including via a negotiated underwriting or public bid), (b) approve the principal amounts, interest rates, terms, maturities, redemption features, and purchase price at which the Series 2026 Bonds shall be sold, (c) select the Underwriter/Purchaser of the Series 2026 Bonds, and (d) make any changes with respect thereto from those terms which were before the Board at the time of adoption of this resolution (this "Resolution"), provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters"); and

WHEREAS, there has been presented to the Board at this meeting a certificate demonstrating that the useful life of the Series 2026 Project exceeds the final maturity of the Series 2026 Bonds, attached hereto as Exhibit I; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH, AS FOLLOWS:

Section 1. Terms defined in the foregoing recitals hereto shall have the same meaning when used in this Resolution.

Section 2. The Board hereby finds and determines that it is in the best interests of the Authority and the residents of the City for the Authority to issue not more than Twenty-Seven Million Dollars ($27,000,000) aggregate principal amount of the Authority's Lease Revenue Bonds, Series 2026, to bear interest at a rate or rates of not to exceed six percent (6.00%) per annum, to mature in not more than thirty-one (31) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, plus accrued interest, if any, to the date of delivery of the Series 2026 Bonds, for the purpose of (i) financing the Series 2026 Project, (ii) funding any required deposits to a debt service reserve fund, and (iii) paying costs of issuance, all pursuant to this Resolution, the Indenture and the Lease, all substantially in the forms attached hereto, as shall be approved by the Designated Officers, all within the Parameters set forth herein. The issuance of the Series 2026 Bonds shall be subject to the final approval of bond counsel and to the approval of the Attorney for the Authority.

Section 3. The Designated Officers are hereby authorized to select the Underwriter/Purchaser and specify and agree as to the method of sale between either a competitive sale or negotiated sale (including a private placement without the use of an official statement), the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2026 Bonds for and on behalf of the Authority, provided that such terms are within the parameters set by this Resolution.

Section 4. The final interest rate or rates for the Series 2026 Bonds shall be set by the Designated Officers, in consultation with the Municipal Advisor, at the rate or rates which, taking into account the purchase price offered by the Underwriter/Purchaser of the Series 2026 Bonds, will in the opinion of the Designated Officers and the Municipal Advisor result in the lowest cost of funding reasonably achievable given the manner of offering the Series 2026 Bonds at the time of the sale of the Series 2026 Bonds, as evidenced by the execution and delivery of the Bond Purchase Contract (or a term sheet or certificate of award if the Series 2026 Bonds are sold pursuant to a competitive sale).

Section 5. The form of the Indenture attached hereto as Exhibit D is in all respects hereby authorized and approved, and the Chair/President or Vice President and Secretary-Treasurer are hereby authorized and directed to execute and deliver the same on behalf of the Authority.

Section 6. The Bond Purchase Contract in the form presented to this meeting and attached hereto as Exhibit H is in all respects authorized, approved, and confirmed. The Chair/President or Vice President and the Secretary-Treasurer are hereby authorized to execute and deliver said Bond Purchase Contract. The Designated Officers are each hereby authorized to select the Underwriter/Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2026 Bonds for and on behalf of the Authority, provided that such terms are within the Parameters set by this Resolution. The execution of the Bond Purchase Contract (or a term certificate or certificate of award in the case of a competitive sale) will signify the approval of the Designated Officers.

Section 7. The Lease, the Ground Lease, and the Security Documents, in substantially the respective forms presented to this meeting and attached hereto as exhibits, are in all respects approved, authorized and confirmed, and the Chair/President or Vice President and the Secretary-Treasurer are hereby authorized and directed to execute and deliver the same on behalf of the Authority.

Section 8. The Designated Officers of the Authority are authorized to make any alterations, changes or additions to the Indenture, the Bond Purchase Contract, the Lease, the Security Documents, the Ground Lease, the Series 2026 Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the Parameters set by this Resolution), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, the agreements with the Underwriter/Purchaser or the provisions of the laws of the State of Utah or the United States.

Section 9. The form, terms, and provisions of the Series 2026 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair/President or Vice President and Secretary-Treasurer are hereby authorized and directed to execute and seal the Series 2026 Bonds and to deliver said Series 2026 Bonds to the Underwriter/Purchaser(s). The signatures of the Chair/President or Vice President and the Secretary-Treasurer may be by facsimile or manual execution.

Section 10. Upon their issuance, the Series 2026 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2026 Bonds, the Indenture and the Security Documents. No provision of this Resolution, the Indenture, the Bond Purchase Contract, the Lease, the Security Documents, the Ground Lease, the Series 2026 Bonds, or any other instrument, shall be construed as creating a general obligation of the Authority or the City or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Authority or the City or its taxing powers. The Authority has no taxing power.

Section 11. The Designated Officers and appropriate officials of the Authority, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Authority any or all additional certificates, documents and other papers (including amending the Authority's Bylaws as necessary) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 12. After the Series 2026 Bonds are delivered to the Underwriter/Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of the Series 2026 Bonds is deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 13. The Authority shall hold a public hearing on November 5, 2026 at 6:00 p.m. to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b)

the potential economic impact that the improvements to be financed with the proceeds of the Series 2026 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is posted (a) as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended, (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code Annotated 1953, as amended. The City additionally authorizes the publication of such Notice of Public Hearing and Bonds to be Issued pursuant to Sections 11-14-316, and 11-14-318 of the Act as (a) notice of its intent to issue bonds, (b) notice of a public hearing to receive input from the public with respect to the Series 2026 Bonds and (c) the initiation of a 30-day contestability period in which any person of interest may contest the issuance of the Series 2026 Bonds. The Secretary-Treasurer shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the date of posting thereof. The Authority directs its officers and staff to post a "Notice of Public Hearing and Bonds to be Issued" in substantially the form as shown in Exhibit B hereto.

Section 14. The Authority shall hold a public hearing separate from any other public hearing on November 5, 2026 at 6:00 p.m. to provide members of the public desiring to be heard an opportunity to present testimony on the proposed issuance of the Series 2026 Bonds in accordance with Sections 11-14-103 and 17D-2-501, Utah Code Annotated 1953, as amended. The Authority directs its officers and staff to publish a "Notice of Intent to Issue a Lease Revenue Bond and Public Hearing" in substantially the form as shown in Exhibit C hereto (i) once each week for the two weeks before the public hearing in a newspaper of general circulation in the City; (ii) electronically in accordance with Section 45-1-101, Utah Code Annotated 1953, as amended; and (iii) for at least 14 days immediately before the public hearing as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

Section 15. The Authority hereby declares its intention and reasonable expectation to use the proceeds of the Series 2026 Bonds to reimburse itself and/or the City for expenditures for costs of the Series 2026 Project. The Series 2026 Bonds are to be issued, and reimbursements made, by the later of 18-months after the payment of costs or after the Series 2026 Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2026 Bonds which will be issued to finance the Series 2026 Project is not expected to exceed $27,000,000.

Section 16. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this October 1, 2026.

(SEAL)

By:_____
Chair/President

ATTEST:

By:_____
Secretary-Treasurer

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Chair/President

ATTEST:

By:_____
Secretary-Treasurer

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

I, Cindy Beteag, the undersigned, duly qualified, and acting Secretary-Treasurer of the Governing Board (the "Board") of the Municipal Building Authority of Hurricane City, Utah (the "Authority"), do hereby certify:

The foregoing pages are a true, perfect and complete copy of the record of proceedings of the Board, had and taken at a lawful special meeting of said Board held at 147 North 870 West, Hurricane, Utah, on October 1, 2026, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Authority kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Board were duly notified of said meeting, pursuant to law.

I further certify that the above Resolution, with all exhibits attached, was deposited in my office on October 1, 2026, and pursuant to the Resolution:

1. A "Notice of Public Hearing and Bonds to be Issued" will be posted as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended:

   a. On the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended,

   b. On the City's official website; and

   c. In a public location within the City that is reasonably likely to be seen by residents of the City; and

2. A "Notice of Intent to Issue a Lease Revenue Bond and Public Hearing" will be published:

   a. Once each week for the two weeks before the public hearing in a newspaper of general circulation in the City, in a minimum type of 18 point, surrounded by a ¼ inch border, and placed in the portion of a newspaper where legal notices and classified advertisements do not appear;

   b. Electronically in accordance with Section 45-1-101, Utah Code Annotated 1953, as amended; and

c. For at least 14 days immediately before the public hearing as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Authority this October 1, 2026.

(SEAL)

By:_____
Secretary-Treasurer

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cindy Beteag, the undersigned Secretary-Treasurer of the Governing Board of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the October 1, 2026, public meeting held by the Authority as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1 (the "Notice"), to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

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

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

The Authority meets on an "as needed" basis.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 1, 2026.

(SEAL)

By:_____
Secretary-Treasurer

To be attached:
SCHEDULE 1 - NOTICE OF MEETING

# EXHIBIT B

## NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (together, the "Act"), that on October 1, 2026, the Governing Board (the "Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") adopted a resolution (the "Resolution") declaring its intention to issue its Lease Revenue Bonds, Series 2026 (the "Bonds"), and calling a public hearing to receive input from the public with respect to the issuance of the Bonds.

## TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Authority shall hold a public hearing on November 5, 2026, at the hour of 6:00 p.m. The location of the public hearing is at the offices of the City of Hurricane, Utah (the "City") located at 147 North 870 West, Hurricane, Utah. The purpose of the hearing is to receive input from the public with respect to: (a) the proposed Bonds, and (b) any potential economic impact that the improvements, facility or property financed in whole or in part with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate.

## PURPOSE FOR ISSUING BONDS

The Authority intends to issue the Bonds to provide funds to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"); (b) fund any required deposits to a debt service reserve fund; and (c) pay costs associated with the issuance of the Bonds.

## PARAMETERS OF THE BONDS

The Authority intends to issue the Bonds in a principal amount of not to exceed Twenty-Seven Million Dollars ($27,000,000), to bear interest at a rate or rates of not to exceed six percent (6.00%) per annum, to mature in not more than thirty-one (31) years from their date or dates, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, plus accrued interest, if any, to the date of delivery of the Bonds.

The Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as attachments to said Resolution the General Indenture of Trust and a form of Supplemental Indenture of Trust (together, the "Indenture") and the Master Lease Agreement and a form of amendment of Master Lease (together, the "Lease"), which were before the Board at the time of the adoption of the Resolution. The Indenture and the Lease are to be executed by the Authority and/or the City with such terms and provisions and any changes thereto as authorized by the Resolution.

## SECURITY FOR THE BONDS

The Bonds are payable solely from the rents, revenues and other income received by the Authority from the leasing of the Series 2026 Project to the City on an annually renewable basis (the "Lease Revenues").

## OUTSTANDING BONDS SECURED BY LEASE REVENUES

The Authority currently has $1,041,000 outstanding in principal amount secured by Lease Revenues.

## OTHER OUTSTANDING BONDS OF THE AUTHORITY

Information regarding all of the Authority's outstanding bonds may be found in the City's audited financial report (the "Financial Report") at https://reporting.auditor.utah.gov/searchreports/s/. For additional information, including any more recent than as of the date of the Financial Report please contact Kaden DeMille, City Manager (435) 635-2811, ext. 125.

## TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Bonds, if held until maturity, is $50,618,864.31.

A copy of the Resolution and the forms of Indenture and the Lease are on file in the City offices, located at 147 North 870 West, Hurricane, Utah, where they may be examined during regular business hours from 8:00 a.m. to 5:00 p.m., Monday through Thursday, and 8:00 a.m. to 3:00 p.m. on Friday, for a period of at least thirty (30) days from and after the last date of posting of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the posting of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture, the Lease, or the Bonds, or any provision made for the security and payment of the Bonds, and after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever, and (ii) active voters (as defined in Section 20A-1-102 of the Utah Code Annotated 1953, as amended) within the City may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least twenty percent (20%) of the active voters of the City are filed with the Authority during said 30-day period, the Authority shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than twenty percent (20%) of the active voters of the City file a written petition during said 30-day period, the Authority may proceed to issue the Bonds without an election.

DATED this October 1, 2026.

/s/
Secretary-Treasurer

EXHIBIT C

[*The newspaper publication of this notice shall be published in a minimum type of 18 point, be surrounded by a ¼ inch border, be no less than ¼ page in size, and shall not be placed in the portion of a newspaper where legal notices and classified advertisements appear.*]

NOTICE OF INTENT TO ISSUE A LEASE REVENUE BOND
AND PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (together, the "Act"), that the Governing Board (the "Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") intends to issue its Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds") and will hold a public hearing to provide members of the public desiring to be heard an opportunity to present testimony on the proposed issuance of the Series 2026 Bonds in accordance with Sections 11-14-103 and 17D-2-501 of the Utah Code Annotated 1953, as amended. Said public hearing will be held on November 5, 2026, at 6:00 p.m., at 147 North 870 West, Hurricane, Utah. The purpose of the Series 2026 Bonds is to provide funds to finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"); (b) fund any required debt service reserve fund; and (c) pay costs associated with the issuance of the Series 2026 Bonds. The length of term of the Series 2026 Bonds shall not exceed 31 years. The average annual amount that the Authority will be required to pay in principal and interest on the Series 2026 Bonds is $2,024,754.57. The intended lessee of the facility to be constructed using proceeds from the Series 2026 Bonds is Hurricane City, Utah (the "City") and the expected annual amount of lease payments that the City will pay is $2,024,754.57. The Authority anticipates taking action on the proposal to issue the Series 2026 Bonds directly following the public hearing at the same meeting listed above.

DATED this October 1, 2026.

/s/
Secretary-Treasurer

EXHIBIT D

GENERAL INDENTURE AND
SEVENTH SUPPLEMENTAL INDENTURE

EXHIBIT E

MASTER LEASE
AND
SIXTH AMENDMENT TO MASTER LEASE

# EXHIBIT F

## SECURITY DOCUMENTS

(Supplement to Amended and Restated Leasehold Deed of Trust
and
Assignment of Ground Lease)

EXHIBIT G

GROUND LEASE

EXHIBIT H

BOND PURCHASE CONTRACT

EXHIBIT I

CERTIFICATE OF USEFUL LIFE

index

# MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

## LEASE REVENUE BONDS

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## GENERAL INDENTURE OF TRUST

Dated as of April 1, 1999

Between

Municipal Building Authority of
Hurricane City, Utah

and

Zions First National Bank
as Trustee

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# TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS . . . . . 5

Section 1.1. Definitions . . . . . 5
Section 1.2 Indenture to Constitute Contract . . . . . 13
Section 1.3. Construction . . . . . 13

ARTICLE II

TERMS AND PROVISIONS OF BONDS;
ADDITIONAL BONDS AND REFUNDING BONDS . . . . . 15

Section 2.1. Authorization of Bonds . . . . . 15
Section 2.2. Description of Bonds; Payment . . . . . 15
Section 2.3. Execution; Limited Obligation . . . . . 16
Section 2.4. Authentication and Delivery of Bonds . . . . . 17
Section 2.5. Form of Bonds . . . . . 20
Section 2.6. Mutilated, Lost, Stolen or Destroyed Bonds . . . . . 20
Section 2.7. Registration and Exchange of Bonds; Persons Treated as Owners . . . . . 20
Section 2.8. Designation of the Trustee as Bond Registrar and Paying Agent and Designation of Any Additional Paying Agents . 21
Section 2.9. Cancellation . . . . . 21
Section 2.10. Nonpresentation of Bonds . . . . . 22
Section 2.11. Initial Bonds . . . . . 22
Section 2.12. Temporary Bonds . . . . . 22
Section 2.13. Issuance of Refunding Bonds . . . . . 23
Section 2.14. Additional Bonds . . . . . 25

ARTICLE III

REDEMPTION PROVISIONS . . . . . 27

Section 3.1. Optional Redemption . . . . . 27
Section 3.2. Extraordinary Redemption . . . . . 27
Section 3.3. Other Redemption Provisions . . . . . 28
Section 3.4. Notice of Redemption . . . . . 28
Section 3.5. Redemption Payments . . . . . 30
Section 3.6. Cancellation . . . . . 30

Section 3.7. Partial Redemption of Bonds . . . . . 30

ARTICLE IV

GENERAL COVENANTS . . . . . 31

Section 4.1. Payment of Principal and Premium, if any, and Interest . . 31
Section 4.2. Performance of Covenants; Due Authority . . . . . 31
Section 4.3. Ownership; Instruments of Further Assurance . . . . . 31
Section 4.4. Recording and Filing . . . . . 32
Section 4.5. Inspection of Project Books . . . . . 32
Section 4.6. List of Bondholders . . . . . 32
Section 4.7. Rights Under Master Lease . . . . . 32
Section 4.8. Payment of Taxes, Charges, Insurance, etc . . . . . 33
Section 4.9. Maintenance and Repair . . . . . 33
Section 4.10. Warranty . . . . . 33
Section 4.11. Further Assurances . . . . . 33
Section 4.12. Actions with Respect to Trust Estate . . . . . 34
Section 4.13. Power of Attorney in Respect of the Master Lease . . . . . 34

ARTICLE V

REVENUES, FUNDS AND ACCOUNTS . . . . . 35

Section 5.1. Source of Payment of Bonds . . . . . 35
Section 5.2. Creation of Bond Fund . . . . . 35
Section 5.3. Creation of Sinking Fund Account . . . . . 35
Section 5.4. Creation of Debt Service Reserve Fund . . . . . 35
Section 5.5. Creation of Construction Fund . . . . . 35
Section 5.6. Creation of Rebate Fund . . . . . 36
Section 5.7. Creation of Cost of Issuance Account . . . . . 36
Section 5.8. Creation of Funds . . . . . 36
Section 5.9. Use of Bond Fund . . . . . 36
Section 5.10. Use of Sinking Fund Account . . . . . 37
Section 5.11. Use of Debt Service Reserve Fund . . . . . 37
Section 5.12. Use of Construction Fund; Disbursements . . . . . 38
Section 5.13. Completion of Project . . . . . 39
Section 5.14. Rebate Fund and Arbitrage Rebate . . . . . 39
Section 5.15. Moneys to be Held in Trust . . . . . 40
Section 5.16. Repayment to the City from Bond Fund or Debt Service Reserve Fund . . . . . 40
Section 5.17. Custody of Separate Trust Fund . . . . . 41
Section 5.18. Cost of Issuance Account . . . . . 41

ARTICLE VI

INVESTMENT OF MONEYS . . . . . 42

Section 6.1. Trustee to Invest Funds . . . . . 42
Section 6.2. Method of Valuation and Frequency of Valuation . . . . . 42

ARTICLE VII

RIGHTS OF THE CITY . . . . . 43

Section 7.1. Subordination of Master Lease to Indenture; Certain Rights to City . . . . . 43
Section 7.2. Granting of Rights in and to the Projects . . . . . 43
Section 7.3. Release of Equipment Forming a Part of the Projects . . . . 43
Section 7.4. Release of Portions of Project Upon Payment of Related Series of Bonds . . . . . 43

ARTICLE VIII

DISCHARGE OF LIEN . . . . . 45

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF THE TRUSTEE AND BONDHOLDERS . . . . . 47

Section 9.1. Events of Default . . . . . 47
Section 9.2. Acceleration, Limitation on Remedies . . . . . 48
Section 9.3. Surrender of Possession of Projects; Rights and Duties of Trustee in Possession . . . . . 49
Section 9.4. Other Remedies; Rights of Bondholders . . . . . 50
Section 9.5. Right of Bondholders to Direct Proceedings . . . . . 51
Section 9.6. Appointment of Receivers. . . . . 51
Section 9.7. Waiver. . . . . 51
Section 9.8. Application of Moneys. . . . . 51
Section 9.9. Remedies Vested in the Trustee . . . . . 53
Section 9.10. Rights and Remedies of Bondholders . . . . . 53
Section 9.11. Termination of Proceedings . . . . . 54
Section 9.12. Waivers of Events of Default . . . . . 54
Section 9.13. Notice of Events of Default under Section ; Opportunity of the Authority and the City to Cure Such Events of Default . 54
Section 9.14. Cooperation of Authority . . . . . 55

Section 9.15. Limitation on Remedies and Acceleration During Acquisition and Construction of Portions of Projects . . . . . 55

ARTICLE X

THE TRUSTEE . . . . . 57

Section 10.1. Acceptance of Trusts . . . . . 57
Section 10.2. Fees, Charges and Expenses of the Trustee . . . . . 60
Section 10.3. Notice to Bondholders . . . . . 60
Section 10.4. Intervention by the Trustee . . . . . 60
Section 10.5. Successor Trustee . . . . . 61
Section 10.6. Resignation by the Trustee . . . . . 61
Section 10.7. Removal of the Trustee . . . . . 61
Section 10.8. Appointment of Successor Trustee . . . . . 61
Section 10.9. Concerning Any Successor Trustee . . . . . 61
Section 10.10. Right of the Trustee to Pay Taxes and Other Charges . . . . 62
Section 10.11. Appointment of Co-Trustee . . . . . 62
Section 10.12. Trustee Not Responsible for Actions of Authority . . . . . 63
Section 10.13. Trustee's Right to Own and Deal in Bonds . . . . . 63
Section 10.14. Requirements as to Trustee's Records . . . . . 64

ARTICLE XI

SUPPLEMENTAL INDENTURES . . . . . 65

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders . . . . . 65
Section 11.2. Supplemental Indentures Requiring Consent of Bondholders . . . . . 65

ARTICLE XII

AMENDMENT OF MASTER LEASE . . . . . 68

Section 12.1. Amendments, etc., to Master Lease Not Requiring Consent of Bondholders . . . . . 68
Section 12.2. Amendments, etc., to the Master Lease Requiring Consent of Holders of the Bonds . . . . . 68

ARTICLE XIII

MISCELLANEOUS . . . . . 69

Section 13.1. Consents, etc. of Bondholders . . . . . 69
Section 13.2. Limitation of Rights . . . . . 69
Section 13.3. Severability . . . . . 69
Section 13.4. Notices . . . . . 69
Section 13.5. Payments Due on Days other than Business Days . . . . . 70
Section 13.6. Counterparts . . . . . 70
Section 13.7. Applicable Provisions of Law . . . . . 70

# GENERAL INDENTURE OF TRUST AND PLEDGE

THIS GENERAL INDENTURE OF TRUST AND PLEDGE dated as of April 1, 1999 (the "General Indenture"), between the Municipal Building Authority of Hurricane City, Utah, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), and Zions First National Bank, a national banking association organized under the laws of the United States with its principal office located in Salt Lake City, Utah, as trustee (the "Trustee"):

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

WHEREAS, Hurricane City (the "City") has organized the Authority solely for the purpose of (a) accomplishing the public purposes for which the City exists by acquiring, constructing, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City (collectively, the "Projects") and (b) financing the costs of such Projects on behalf of the City in accordance with the procedures and subject to the limitations of the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended (the "Act"), including, but not limited to, the costs of refunding and retiring existing obligations, funding debt service reserves, and paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized and defined; and

WHEREAS, the Act provides that the Authority may issue and sell its Bonds for the purposes described above; and

WHEREAS, the Bonds shall be secured by a pledge and assignment of certain base rentals (the "Base Rentals") received by the Authority under that certain Master Lease Agreement dated as of even date herewith between the Authority, as lessor, and the City, as lessee (the "Master Lease") and a purchase option price (the "Purchase Option Price"), if paid by the City, with respect to a Project under the Master Lease and will be further secured by the Security Documents (as defined herein); and

WHEREAS, pursuant to the Master Lease, the Authority has agreed to acquire, construct, improve and equip one or more Projects and to lease the same to the City upon the terms and conditions set forth in the Master Lease; and

WHEREAS, pursuant to the provisions of a resolution of the City adopted on April 1, 1999 (the "City Resolution"), the City Council of the City has authorized and approved the execution of the Master Lease and has authorized and approved certain

actions to be taken by the Authority in connection with the financing of the acquisition, construction, improvement and equipping (as applicable) of a Project or Projects, including, among other things, the execution, delivery and performance of this General Indenture and the issuance of the Bonds hereunder; and

WHEREAS, pursuant to the provisions of a resolution of the Authority adopted on April 1, 1999 (the "Authority Resolution"), the Board of Trustees of the Authority (the "Governing Board") has authorized, approved and directed the execution of the Master Lease and this General Indenture and has authorized and approved certain actions to be taken by the Authority in connection with the financing of the acquisition, construction, improvement and equipping (as applicable) of a Project or Projects, including the issuance of the Bonds hereunder; and

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

WHEREAS, all acts and things required by law and by the Articles of Incorporation and Bylaws of the Authority necessary to make this Indenture a valid and binding trust instrument for the security of all Bonds duly issued hereunder have been done and performed and the execution and delivery of this Indenture have been in all respects duly authorized; and

WHEREAS, the Trustee has accepted the trust created and established by this Indenture and in evidence thereof has joined in the execution hereof.

NOW, THEREFORE, THIS GENERAL INDENTURE OF TRUST AND PLEDGE WITNESSETH:

## GRANTING CLAUSES

That the Authority, in consideration of the premises and the acceptance of the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Bondholders thereof, and of the sum of One Dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and

observance by the Authority of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, assign and pledge, and does hereby grant a security interest in, the following properties, rights, interests and privileges (collectively, the "Trust Estate") to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Authority hereinafter set forth:

## GRANTING CLAUSE FIRST

The Authority's interest in the Projects, and any other interest, easements, licenses, rights and interests in real property hereafter acquired by the Authority for use in connection with the Projects, together with all additions thereto and substitutions thereof, subject to the Permitted Encumbrances.

## GRANTING CLAUSE SECOND

The improvements made as part or all of the Projects and all substitutions or replacements thereof and in general all property acquired by the Authority with the proceeds of the Bonds issued under and secured by this Indenture and substitutions and replacements thereof and any other property which under the terms of the Master Lease is to become the property of the Authority or be subjected to the lien of this Indenture or the Security Documents, subject to Permitted Encumbrances.

## GRANTING CLAUSE THIRD

The equipment constituting a part of the Projects and any other interest in personal property hereafter acquired by the Authority for use in connection with the Projects, together with all additions thereto and replacements, renewals and substitutions therefor.

## GRANTING CLAUSE FOURTH

The Master Lease, including all extensions and renewals of the term thereof, if any, the present and continuing right to make claim for, collect, receive and receipt for any of the Base Rentals, Additional Rentals, Purchase Option Price, if paid by the City, with respect to a Project or Projects, sums, amounts, income, revenues, issues and profits and any other sums of money payable or receivable under the Master Lease with respect to the Projects for deposit with the Trustee under this Indenture (except for amounts payable under Sections 6.3(d), 6.3(j), 13.3 and 14.5 thereof), to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Authority under the Master Lease or any lessor under the Master Lease is or may become entitled to.

## GRANTING CLAUSE FIFTH

All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except for moneys deposited with or paid to the Trustee for the payment of Bonds not then deemed Outstanding under the Indenture) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Authority or by anyone on its behalf, or with its written consent, to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms thereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto Trustee and its respective successors in said Trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms, conditions and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Bondholders of the Bonds, from time to time, issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds, except as expressly provided therein;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns shall well and truly pay, or cause to be paid, the principal of and premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (as provided in Article VIII hereof), and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, 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 hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS GENERAL INDENTURE OF TRUST AND PLEDGE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the Base Rentals, Additional Rentals, Purchase Option Price, if paid by the City, with respect to a Project or Projects and other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant with Trustee and with the respective Bondholders of the Bonds as follows (subject, however, to the provisions of Section 2.3 hereof):

## ARTICLE I

## DEFINITIONS

Section 1.1. Definitions. All terms defined in Article I of the Master Lease shall have the same meaning in the Indenture unless otherwise indicated. In addition, unless the context otherwise requires, the terms defined in the recitals to this General Indenture set forth above and in this Article I shall, for all purposes of the Indenture and the Master Lease, have the meaning herein specified.

"Additional Bonds" means all Bonds (other than the Initial Bonds) issued under the Indenture pursuant to Section 2.14 hereof.

"Amendment to Master Lease" means any amendment to the Master Lease between the Authority and the City entered into pursuant to and in compliance with the provisions of Article XII hereof.

"Authority" means the Municipal Building Authority of Hurricane City, Utah and its successors.

"Base Rate" means the Zions First National Bank prime rate of interest for commercial loans plus 2%.

"Base Rentals" means that portion of the rentals payable under the Master Lease which is pledged to the payment of debt service on the Bonds and to the replenishment of the Debt Service Reserve Fund under the Indenture.

"Board" means the Board of Trustees of the Authority.

"Bond Documents" means the Master Lease, the Security Documents and the Indenture.

"Bond Fund" means the Municipal Building Authority of Hurricane City, Utah Bond Fund established under Section 5.2 hereof.

"Bond Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the initial registrar for the Bonds pursuant to Section 2.8 hereof, and any additional or successor registrar appointed pursuant hereto.

"Bondholder", "Holder" or "Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the Authority kept for that purpose in accordance with provisions of the Indenture.

"Bonds" means (i) Initial Bonds, (ii) any Refunding Bonds issued pursuant to Section 2.13 hereof and (iii) any Additional Bonds issued pursuant to Section 2.14 hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Fund" means the Municipal Building Authority of Hurricane City, Utah Construction Fund established under Section 5.5 hereof.

"Debt Service Reserve Fund" means the Municipal Building Authority of Hurricane City, Utah Debt Service Reserve Fund established under Section 5.4 hereof for the purpose of securing payment of Bonds issued under this Indenture.

"Debt Service Reserve Requirement" means for Bonds issued hereunder, except as otherwise required by Supplemental Indentures, an amount equal to the least of (i) 10% of the proceeds of all Series of Bonds determined on the basis of their initial purchase price to the public; (ii) 125% of the average annual debt service requirement for all Series of Bonds; or (iii) the maximum annual debt service requirement for all Series of Bonds. Upon the issuance of any Additional Bonds or Refunding Bonds hereunder, the aggregate Debt Service Reserve Requirement for all Bonds then Outstanding shall be determined based upon the Bonds to be Outstanding immediately following the issuance of the Additional Bonds or Refunding Bonds. Upon final payment of a Series of Bonds the Debt Service Reserve Requirement attributable to said Series shall be eliminated and the Debt Service Reserve Requirement for the Bonds to remain Outstanding shall be redetermined as described above.

"Direct Obligations" means direct noncallable obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America, obligations unconditionally guaranteed as to principal and interest by the United States of America and evidences of ownership interests in such direct or unconditionally guaranteed obligations.

"Event of Default" means any occurrence or event specified in and defined by Section 9.1 hereof.

"General Indenture" means this General Indenture of Trust, by and between the Authority and the Trustee.

"Indenture" means this General Indenture and any Supplemental Indentures entered into in compliance with the provisions of Article XI.

"Initial Bonds" means the first Series of Bonds issued under the Indenture.

"Interest Payment Date" means the stated payment date of an installment of interest on the Bonds.

"Investment Obligations" means any of the following securities:

(a) Direct Obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(i) Farmers Home Administration (FmHA)—Certificates of beneficial ownership

(ii) Federal Housing Administration Debentures (FHA)

(iii) General Services Administration—Participation certificates

(iv) Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA-guaranteed mortgage-backed bonds
GNMA-guaranteed pass-through obligations (participation certificates) (not acceptable for certain cash-flow sensitive issues.)

(v) U. S. Maritime Administration
Guaranteed Title XI financing

(vi) U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted it they have been stripped by the agency itself):

(i) Federal Home Loan Bank System

Senior debt obligations (Consolidated debt obligations)

(ii) Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation Certificates (Mortgage-backed securities)
Senior debt obligations

(iii) Federal National Mortgage Association (FNMA or"Fannie Mae")
Mortgage-backed securities and senior debt obligations (excluded are stripped mortgage securities which are valued greater than par on the portion of unpaid principal.)

(iv) Student Loan Marketing Association (SLMA or "Sallie Mae")
Senior debt obligations

(v) Resolution Funding Corp. (REFCORP) Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

(vi) Farm Credit System
Consolidated system wide bonds and notes

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G: AAA-m: or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2.

(e) Certificates of deposit secured at all times by collateral described in (1) and/or (2) above. CD's must have a one year or less maturity. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks whose short term obligations are rated "A-1+" or better by S&P and "Prime-1" by Moody's.

The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

(g) Investment Agreements, including GIC's, acceptable to the Bond Insurer (Investment Agreement criteria is available upon request).

(h) Commercial paper rated "Prime- 1" by Moody's and "A- 1+" or better by S&P.

(i) Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest long-term rating categories assigned by such agencies.

(j) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime-l" or "A3" or better by Moody's and "A-l +" by S&P.

(k) Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

Repurchase Agreements must satisfy the following criteria:

(i) Repos must be between the municipal entity and a dealer bank or securities firm

(1) Primary dealers on the Federal Reserve reporting dealer list which fall under the jurisdiction of the SIPC and which are rated A or better by Standard & Poor's Ratings Group and Moody's, or

(2) Banks rated "A" or above by Standard & Poor's Ratings Group and Moody's Investor Services.

(ii) The written repo contract must include the following:

(1) Securities which are acceptable for transfer are:

(a) Direct U.S. governments

(b) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)

(2) The term of the repo may be up to 30 days

(3) The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third

party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

(4) The trustee has a perfected first priority security interest in the collateral.

(5) Collateral is free and clear of third-party liens and in the case of SIPC broker was not acquired pursuant to a repo or reverse repo.

(6) Failure to maintain the requisite collateral percentage, after a two day restoration period, will require the trustee to liquidate collateral.

(7) Valuation of Collateral

(a) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.

(b) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

(iii) Legal opinion which must be delivered to the municipal entity:

Repo meets guidelines under state law for legal investment of public funds.

(l) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P. If, however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipal to satisfy this condition.

(m) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund.

"Master Lease" means the Master Lease Agreement dated as of even date herewith by and between the Authority and the City and any amendments and supplements thereto entered into in accordance with Article XII hereof.

"Moody's" means Moody's Investors Service, 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 any other nationally recognized securities rating agency designated by the Authority, with the approval of the Trustee.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds delivered to the Trustee for cancellation, whether after purchase in the open market or because of payment at, or redemption prior to, maturity;

(b) Bonds in lieu of which others have been authenticated under Sections 2.6, 2.7, 2.12 and 3.7 hereof; and

(c) Bonds deemed paid under Article VIII of this General Indenture.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Section 2.8 hereof, and any additional or successor paying agent appointed pursuant hereto.

"Project" or "Projects" means collectively each Project identified in a Supplemental Indenture to be financed or refinanced with a Series of Bonds issued hereunder.

"Rebatable Arbitrage" shall mean with respect to any Series of Bonds the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to each Series of Bonds, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last Bond of such Series.

"Rebate Fund" means the Municipal Building Authority of Hurricane City, Utah Rebate Fund established by Section 5.6 hereof.

"Refunding Bonds" means all Bonds (other than the Initial Bonds) issued pursuant to Section 2.13 hereof.

"Regular Record Date" means the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date.

"Regulations" and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations, promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

"Required Rebate Deposit" means, with respect to any Series of Bonds an amount determinable as of each Rebate Calculation Date, which when added to amounts then on deposit in the Rebate Fund with respect to such Series of Bonds, if any, equals the aggregate amount of Rebatable Arbitrage for such Series of Bonds less the amount of Rebatable Arbitrage theretofore paid to the United States with respect to such Series of Bonds, if any.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority, with the approval of the Trustee.

"Security Documents" means collectively the security documents described in the Indentures.

"Serial Bonds" means those Bonds other than Term Bonds.

"Series" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Sinking Fund Account" means the Municipal Building Authority of Hurricane City, Utah Sinking Fund Account of the Bond Fund established by Section 5.3 hereof.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each year as specified in the Supplemental Indenture authorizing Term Bonds for the retirement of such Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this General Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any indenture between the Authority and the Trustee entered into pursuant to and in compliance with the provisions of Article XI hereof.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means Zions First National Bank, a national banking association, Salt Lake City, Utah, and its successors and any association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, this General Indenture shall be deemed to be and shall constitute a contract between the Authority and the Owners from time to time of the Bonds; and the pledge made in this General Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this General Indenture.

Section 1.3. Construction. This General 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 General Indenture shall refer to this General Indenture in its entirety unless the context clearly indicates otherwise.

(b) Words in the singular number include the plural, and words in the plural include the singular.

(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 General Indenture.

## ARTICLE II

## TERMS AND PROVISIONS OF BONDS; ADDITIONAL BONDS AND REFUNDING BONDS

Section 2.1. Authorization of Bonds. There is hereby created for issuance hereunder an issue of Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2. Description of Bonds; Payment.

(a) The Bonds of each Series issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, Bonds of each Series shall be in the denomination of Five Thousand Dollars ($5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on June 1 and December 1.

(b) The Bonds of each Series issued hereunder shall be dated, shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months (unless otherwise specified by Supplemental Indenture) at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of Bonds of such Series, and be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. The Bonds of each Series shall be designated "Municipal Building Authority of Hurricane City, Utah [Taxable] Lease Revenue [Refunding] Bonds, Series _____," in each case inserting the year in which the Bonds are issued and an identifying Series letter (if applicable).

(c) Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America, as at the respective time of payment, shall be legal tender for payment of public and private debts. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed to the Registered Owner at his address as it appears on such registration books or to owners of $1,000,000 or more in aggregate principal amount of Bonds (or owners of 100% of any Series then

Outstanding) by wire transfer to a bank account designated by the Registered Owner in written instructions furnished to the Trustee. The interest on Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and may be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Authority with the manual or official facsimile signature of its President, countersigned with the manual or official facsimile signature of the Secretary, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Authority. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be general obligations but shall be special, limited obligations of the Authority payable solely out of and to the extent available from the Base Rentals, and, if paid by the City, the Purchase Option Price under the Master Lease and other amounts derived from the leasing of the Projects (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to moneys held in funds or accounts by the Trustee, to Net Proceeds from insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Projects) and shall be a valid claim of the respective Bondholders thereof only against the Bond Fund, the Debt Service Reserve Fund and other moneys held by the Trustee and the Base Rentals, and other amounts derived from the leasing of the Projects under the Master Lease, which Base

Rentals and other amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in the Master Lease. The Authority shall not be obligated to pay the principal of such Bonds or the interest thereon or other costs incident thereto except from the moneys pledged therefor under the Indenture. The Bonds and the interest thereon shall never constitute an indebtedness of the City within the meaning of any constitutional limitation or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing power of the City. Neither the City, nor the Authority on its behalf, has pledged the credit of the City to the payment of the Bonds, the interest thereon or amounts due or to become due under the Master Lease. The City shall not be obligated to appropriate City Funds for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price under the Master Lease, and no judgment may be entered against the City in the event of an insufficiency of moneys to pay the principal of, premium, if any, and interest on the Bonds. The payment obligations of the City under the Master Lease are subject to annual renewal and will be terminated upon the occurrence of an Event of Nonappropriation. In such event, all payments from the City under the Master Lease will terminate, and the Bonds and the interest thereon will be payable solely from and to the extent of such moneys, if any, as may be held by the Trustee under the Indenture (except amounts held for the payment of Bonds not deemed Outstanding) and, subject to the provisions of Article VIII hereof, any moneys made available from a liquidation of the Authority's interest in the Project financed with such Bonds subsequent to foreclosure of the lien of the Indenture and the Security Documents. No deficiency judgment subsequent to foreclosure of the lien of the Indenture and the Security Documents may be entered against the City or the Authority, and no breach of any provision of the Master Lease, the Security Documents or the Indenture shall impose any general obligation or liability upon or a charge against the City, the Authority or upon the general credit or taxing powers of the City. No judgment requiring a payment of money may be entered against the City under the Master Lease.

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

Section 2.4. Authentication and Delivery of Bonds.

(a) The Authority shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds, and deliver them upon the order of the Authority to the purchasers thereof upon the payment by the purchasers to the Trustee for the account of the Authority of the purchase price therefor. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be

under no obligation to see to the application thereof. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the Master Lease and in the Supplemental Indenture executed in connection therewith.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy, duly certified by the Secretary of the Authority of the resolution of the Board and a copy, duly certified by the City Recorder of the City, of the resolution of the City Council of the City, each approving the execution and delivery of the instruments specified in Subparagraphs (ii) and (iii) below and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the Secretary and the City Recorder, respectively, that such proceedings are still in force and effect without amendments except as shown in such proceedings;

(ii) A copy, duly certified by the Secretary of the Authority, of (a) this General Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds and (b) the Master Lease (to the extent not theretofore so filed) and any amendments to the Master Lease executed in connection with such Supplemental Indenture and such Series of Bonds;

(iii) Original executed counterparts of the Security Documents identified in such Supplemental Indenture;

(iv) A request and authorization to the Trustee on behalf of the Authority and signed by the President of the Authority to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for the account of the Authority, of a sum specified in such request and authorization. The proceeds of such payment shall be

deposited with the Trustee as provided in the Master Lease and the Supplemental Indenture;

(v) (A) In the case of the Initial Bonds an ALTA mortgagee title policy, or commitment therefor, of mortgage title insurance in an amount equal to not less than the principal amount of the Initial Bonds insuring the lien of the Security Documents identified in the Supplemental Indenture, issued by a title insurance company satisfactory to the Trustee subject only to Permitted Encumbrances and (B) in the case of Additional Bonds and Refunding Bonds, the title insurance specified in Section 2.14(c) and Section 2.13(c) hereof, respectively;

(vi) A written opinion of nationally recognized bond counsel, to the effect that (a) the Authority has the power to authorize the execution and delivery of the General Indenture and Supplemental Indenture and such Series of Bonds and such execution and delivery has been duly authorized, (b) the General Indenture and Supplemental Indenture have been duly executed and delivered by the Authority and are valid and binding agreements of the Authority; and (c) such Series of Bonds have been duly executed and delivered to the Trustee by the Authority and, upon authentication thereof by the Trustee pursuant to the Indenture and delivery thereof by the Trustee pursuant to the request referred to in Subparagraph (iv), will be valid and binding obligations of the Authority;

(vii) A written opinion of counsel to the City as to the legal, valid and binding nature of the Master Lease as against the City and such other matters as may be reasonably required by the purchasers of such Series of Bonds;

(viii) A written opinion of counsel to the Authority as to the legal, valid and binding nature of the Master Lease, the General Indenture, the Supplemental Indenture and the Security Documents as against the Authority and such other matters as may be reasonably required by the purchasers of such Series of Bonds;

(ix) Evidence that upon the issuance of such Bonds there will be on deposit in the Debt Service Reserve Fund an amount at least equal to the Debt Service Reserve Requirement for all Bonds to be Outstanding immediately following the issuance of such Bonds;

(x) The items required by Section 2.13 in the case of Refunding Bonds and Section 2.14 in the case of Additional Bonds;

(xi) Such other agreements, certificates, documents and opinions as are required to be delivered to the purchasers of such Series of Bonds.

Section 2.5. Form of Bonds. For each Series of Bonds, the text of such Bonds, the Trustee's Authentication Certificate 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 2.6. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory to the Authority and the Trustee, together in each case with an indemnity satisfactory to them. In the event any such Bond shall have matured or be approaching maturity, instead of issuing a duplicate Bond, the Authority may pay the same on or after the due date thereof without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond or other satisfactory indemnity. The Authority and the Trustee may charge the Bondholder of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section shall be deemed part of the Series of the Bonds in respect of which it was issued and an original additional contractual obligation of the Authority.

Section 2.7. Registration and Exchange of Bonds; Persons Treated as Owners. The Authority shall cause books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Bond Registrar of the Authority, provided, however, that the Authority may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bond issued under said Supplemental Indenture. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the registrar. This Indenture shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. Upon surrender for transfer of any Bond at the principal office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Bondholder or his attorney duly authorized in writing, the Authority shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new, fully registered Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the principal corporate trust office of the Trustee for

a like aggregate principal amount of Bonds of other authorized denominations of the same Series and the same maturity. The execution by the Authority of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond upon such exchange. The Authority and the Trustee shall not be required to transfer or exchange any 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 fifteen 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 fifteen days prior to the mailing of notice calling any 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 Authority, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Authority, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charges which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.8. Designation of the Trustee as Bond Registrar and Paying Agent and Designation of Any Additional Paying Agents. The Trustee is hereby designated and agrees to act as Bond Registrar and Paying Agent for and in respect to the Bonds. The Authority hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of any additional paying agents and for the making available of moneys hereunder for the payment of such of the Bonds as shall be presented when due at the principal office of said additional paying agent.

Section 2.9. Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Authority, shall be cancelled and destroyed by the Trustee and shall not be reissued.

Section 2.10. Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within six years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Authority the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the Authority for payment, and then only to the extent of the amount so repaid, and the Authority shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section are subject to the provisions of Title 67, Chapter 49, Utah Code Annotated 1953, as amended.

Section 2.11. Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4 hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.12. Temporary Bonds.

(a) Until the definitive Bonds of any Series are prepared, the Authority may execute in the same manner as is provided in Section 2.3 hereof, and upon the request of the Authority, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Authority, and with such omissions, insertions and variations not inconsistent with the Indenture as may be appropriate to temporary Bonds. The Authority at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds, for exchange and the cancellation of such surrendered temporary Bonds, the Trustee shall authenticate and, without charge to the Registered Owner thereof, deliver in exchange therefor, definitive Bonds, of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant hereto.

(b) If the Authority shall authorize the issuance of temporary Bonds in more than one denomination, the Registered Owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any other authorized denomination or denominations, and thereupon the Authority shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other authorized denomination or denominations as shall be requested by such Registered Owner.

(c) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 2.13. Issuance of Refunding Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Refunding Bonds may be issued, authenticated and delivered for the purpose of refunding Bonds or other obligations of the Authority. Such Additional Bonds shall be payable solely from the Base Rentals and, if paid by the City, the Purchase Option Price and other amounts derived from the leasing of the Project. The Refunding Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Refunding Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, a supplement or amendment (if necessary) to the Security Documents and Master Lease providing for the issuance of such Refunding Bonds, and further providing for a revision to the Base Rentals to be paid by the City under the Master Lease to such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Refunding Bonds being issued and the Initial Bonds and any Additional Bonds and Refunding Bonds theretofore issued and to remain Outstanding), and to extend the Lease Term if the maturity of any of the Refunding Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Refunding Bonds, the rate or rates of interest on the Refunding Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture; [except that interest on such Refunding Bonds shall be payable on June 1 and December 1 of each year and the principal of such Refunding Bonds shall be payable on June 1 of each year during the term thereof;]

(b) If the Bonds theretofore issued were intended to bear interest which is excluded from gross income, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Bonds theretofore issued, for federal income tax purposes, will not be adversely affected by the issuance of the Refunding Bonds being issued;

(c) a date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Bonds being refunded or commitment therefor (or if the bonds or other obligations being refunded were not issued pursuant to this Indenture, an ALTA Mortgagee title insurance policy or commitment therefor), which endorsement or policy shall insure to the date of issuance of such Refunding Bonds and the recording of any supplement or amendment to the Security Documents the continuing validity of the lien thereof, as modified by any supplement or amendment to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or policy shall increase the amount of title insurance coverage thereunder, if necessary, to an amount, which when added to the coverage provided under any other title policies delivered with respect to other Bonds then Outstanding, is at least equal to the aggregate principal amount of all Bonds to be Outstanding following said refunding and naming the Trustee as an insured;

(d) (i) A report of an independent firm of certified public accountants to the effect that, upon the issuance of the Refunding Bonds, moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient to cause the Bonds (or other obligations) being refunded to be deemed paid under Article VIII hereof (or a comparable provision of the documents authorizing the obligations to be refunded); or in the event that the Bonds (or other obligations) to be refunded are to be redeemed on the date of issuance of the Refunding Bonds or within sixty (60) days thereafter, there shall be delivered to the Trustee evidence satisfactory to it that upon the issuance of the Refunding Bonds moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient, without taking into account investment earnings thereon, to redeem the Bonds (or other obligations);

(e) a certificate of the Authority, stating that, as of the date of such delivery, no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation; provided however that the existence of an Event of Default shall not preclude the issuance of any Refunding Bonds if: (i) the issuance of such Refunding Bonds otherwise complies with the provisions hereof and (ii) any Event

of Default will cease to continue upon the issuance of such Refunding Bonds and the application of the proceeds thereof.

Each Series of Refunding Bonds issued pursuant to this Indenture shall be equally and ratably secured under the Indenture with the Initial Bonds and all other Series of Refunding Bonds and Additional Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Section 2.14. Additional Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds may be issued, authenticated and delivered for the purpose of financing Costs of Acquisition and Construction of a Project or Projects. Such Additional Bonds shall be payable solely from the Base Rentals and, if paid by the City, the Purchase Option Price and other amounts derived from the leasing of the Projects. The Additional Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, a supplement or amendment (if necessary) to the Security Documents and Master Lease providing for the financing of a Project and for the issuance of the Additional Bonds and further providing for an increase in the Base Rentals to be paid by the City under the Master Lease in such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Additional Bonds being issued and the Initial Bonds and any Additional Bonds and Refunding Bonds theretofore issued and Outstanding), and to extend the Lease Term if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture, [except that interest on such Additional Bonds shall be payable on June 1 and December 1 of each year during the term thereof and principal of the Additional Bonds shall, in each year in which principal falls due, be payable on June 1;]

(b) If the Bonds theretofore issued were intended to bear interest which is excluded from gross income, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Bonds theretofore issued, for federal income tax purposes, will not be adversely affected by the issuance of the Additional Bonds being issued;

(c) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Initial Bonds or commitment therefor or an additional ALTA mortgagee title insurance policy, which endorsement or policy shall insure to the date of issuance of such Additional Bonds and the recording of any supplement to the Security Documents, if required, the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement shall increase the amount of title insurance coverage thereunder to an amount at least equal to the aggregate principal amount of all Bonds to be Outstanding upon the issuance of such Additional Bonds and naming the Trustee as an insured;

(d) if such Series of Additional Bonds is being issued in whole or in part for construction purposes, (i) a copy, duly certified by the Secretary of the Authority, of the project contract and architect's agreement with respect to such construction and the performance and payment bond covering such contract or, in the alternative, a requirement that a copy of such documents be delivered to the Trustee prior to the time that moneys are withdrawn from the Construction Fund with respect to such portions of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the Project or Projects, as so improved and extended, in compliance with Section 17A-3-904 of the Act; and

(e) a certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation; provided however that the existence of an Event of Default shall not preclude the issuance of any Additional Bonds if: (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) any Event of Default will cease to continue upon the issuance of such Additional Bonds and the application of the proceeds thereof.

Each Series of Additional Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Initial Bonds and all other Series of Additional Bonds and Refunding Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

## ARTICLE III

## REDEMPTION PROVISIONS

Section 3.1. Optional Redemption. The Bonds of a Series may be callable for redemption prior to maturity at the option of the Authority as provided in the Supplemental Indenture authorizing said Series of Bonds.

Section 3.2. Extraordinary Redemption. The Bonds of a Series shall be callable for redemption prior to maturity in whole on any date, if (i) the Project financed by such Series or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of said Project shall become apparent, or title to or the use of all or any material portion of said Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of said Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of said Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the City with respect to said Project or Projects financed by such Series of Bonds under the Master Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to said Project or Projects, and possession of said Project or Projects, as well as all right, title and interest of the City and the Authority in any funds or accounts created under the Indenture with respect to said Project or Projects shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Security Documents applicable to said Project or Projects may, subject to the limitations of Article IX hereof, be foreclosed and the Authority's interest in said Project or Projects liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed outstanding), shall be applied to the redemption of the applicable Series of Bonds at the earliest date practicable, as specified in a written notice from the Authority to the Trustee. Any such redemption of said Series of Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date. IN THE EVENT THE BONDS OF ANY SERIES ARE TO BE REDEEMED BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY OR THE TRUSTEE WITH RESPECT TO SAID SERIES OF BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of all Bonds of said Series issued under the Indenture, the Trustee is authorized and directed to transfer said moneys to the City.

Section 3.3. Other Redemption Provisions. The Term Bonds of each Series shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at the option of the Authority at such times and upon such terms as shall be fixed by such Supplemental Indenture. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular Bonds or portions thereof, as determined in accordance with Section 3.7 herein, to be redeemed shall be selected by the Trustee in such manner as the Trustee, in its discretion, may deem proper in order to assure each Registered Owner of Bonds of such Series or maturity a fair opportunity to have their Bond or Bonds or portions thereof selected.

Section 3.4. Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 3.4. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the paying agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the Original Issue Date of, and interest rate on, such Bonds;

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

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

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

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

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, at least two (2) Business Days in advance of the mailed notice to Registered Owners, by registered or certified mail or overnight delivery service, to all registered securities depositories then in the business of holding substantial amounts (as reasonably determined by the Trustee) of obligations of types comprising the Bonds and to at least two national information services that disseminate notices of redemption of obligations such as the Bonds. Such further notice shall contain the information required in clause (a) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, of the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business five days prior to the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(f) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the

redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section 3.5. Redemption Payments. On or prior to the date fixed for redemption, moneys shall be deposited by the Authority with the Trustee to pay to the Paying Agent, and the Paying Agent is hereby authorized and directed to apply such moneys to the payment of the Bonds, or portions thereof called, together with accrued interest thereon to the redemption date, and any required premium. Upon the giving of notice and the deposit of moneys for redemption with the Paying Agent, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption and said Bonds shall cease to be entitled to any lien, benefit or security under the Indenture or the Security Documents, and the Bondholders of said Bonds shall have no rights in respect thereof except to receive payments of the redemption price thereof. No payment shall be made by the Paying Agent upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.6 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 3.6. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 2.9 hereof.

Section 3.7. Partial Redemption of Bonds. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Authority shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Authority, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bonds by $5,000.

## ARTICLE IV

## GENERAL COVENANTS

Section 4.1. Payment of Principal and Premium, if any, and Interest. The Authority covenants that it will promptly pay the principal of and premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, but solely from the Trust Estate created by the Indenture, including the Base Rentals and, if paid by the City under the Master Lease, the Purchase Option Price with respect to a Project or Projects, and other amounts pledged therefor which are from time to time held by Trustee in the Bond Fund and the Debt Service Reserve Fund. The principal of and premium, if any, and interest on the Bonds are payable solely from the Trust Estate created by the Indenture, including the Base Rentals and, if paid by the City under the Master Lease, the Purchase Option Price with respect to a Project or Projects, and other amounts derived from the lease of the Projects and otherwise as provided herein, in the Security Documents, and in the Master Lease, which amounts are hereby specifically pledged to the payment thereof in the manner and to the extent herein and in the Master Lease specified, and nothing in the Bonds or in the Indenture shall be construed as pledging any other funds or assets of the Authority or the City. The Authority shall in no event be liable for the payment of the principal of and premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Authority except to the extent that the moneys, properties, interests and assets constituting the Trust Estate are sufficient therefor.

Section 4.2. Performance of Covenants; Due Authority. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part contained in the Indenture, in the Master Lease, in the Security Documents, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Authority represents and warrants that it is duly authorized under its Articles of Incorporation, the Constitution and laws of the State, including the Act, to issue the Bonds authorized hereby and to execute the Indenture, to assign the Master Lease and to pledge the Base Rentals, the Purchase Option Price and other amounts hereby pledged in the manner and to the extent herein set forth, that all action required on its part for the issuance of the Bonds and the execution and delivery of the Master Lease, the Security Documents and the Indenture has been duly and effectively taken, and that the Bonds are and will be valid and enforceable special, limited obligations of the Authority according to the terms thereof and hereof.

Section 4.3. Ownership; Instruments of Further Assurance. The Authority covenants that it will own the Projects, and any property becoming a part of the Projects shall be acquired and kept, free of all liens and encumbrances, except Permitted Encumbrances. The Authority will defend the title to and interest in the Projects and each part thereof to the Trustee, for the benefit of the Bondholders against the claims and

demands of all persons whomsoever, except for claims and demands arising from Permitted Encumbrances as provided in the Master Lease. The Authority will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such Supplemental Indentures and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee the Projects, the Base Rentals, Purchase Option Price and other amounts pledged hereby to the payment of the principal of and premium, if any, and interest on the Bonds. The Authority, except as herein and in the Master Lease or Security Documents provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Projects or the Base Rentals, the Additional Rentals, Purchase Option Price, revenues and receipts therefrom or its rights under the Master Lease, together with any additions thereto and substitutions therefor, subject to Permitted Encumbrances.

Section 4.4. Recording and Filing. The Authority covenants that it will cause all financing statements related to the Indenture, the Master Lease, the Security Documents and all supplements thereto, as well as such other security agreements, financing statements and all supplements thereto and other instruments as may be required from time to time to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the Bondholders and the rights of the Trustee hereunder, and the Authority and the Trustee shall take or cause to be taken any and all other action necessary to perfect the security interest created by the Indenture and the Security Documents.

Section 4.5. Inspection of Project Books. All books and records of the Authority wherever located relating to the Projects and the Base Rentals, the Additional Rentals, Purchase Option Price and other amounts derived from the Projects shall at all reasonable times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 4.6. List of Bondholders. The Trustee shall keep a list of names and addresses of the Bondholders as from time to time registered on the registration books of the Authority maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the City or by Bondholders (or a designated representative thereof) of 15% or more in aggregate principal amount of Bonds then Outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

Section 4.7. Rights Under Master Lease. The Master Lease, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Authority and the City, including provisions that, subsequent to the issuance of Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Master Lease may not be effectively amended,

changed, modified or altered without the written consent of the Trustee, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Authority and the City thereunder, and the Authority agrees that the Trustee in its name or in the name of the Authority may enforce all rights of the Authority and all obligations of the City under and pursuant to the Master Lease for and on behalf of the Bondholders, whether or not the Authority is in default hereunder.

Section 4.8. Payment of Taxes, Charges, Insurance, etc. The Authority shall cause the City pursuant to the Master Lease to maintain certain insurance and pay all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the Projects, the Base Rentals, Additional Rentals, the Purchase Option Price, the Net Proceeds and any and all other amounts held pursuant to the Indenture, or any part thereof, which might impair or prejudice the lien and property of the Indenture; provided, however, that nothing contained in this Section 4.8 shall require the maintenance of insurance or payment of any such taxes, assessments or charges if the same are not required to be maintained or paid under the provisions of the Master Lease. The Authority shall maintain such insurance and pay such taxes, assessments and charges to the same extent as provided in the Master Lease as if said Article were herein set forth in full, if and to the extent that the City fails to maintain such insurance or pay such taxes, assessments or charges, but the liability hereby imposed on the Authority shall only be paid from the Trust Estate as herein provided.

Section 4.9. Maintenance and Repair. Pursuant to the Master Lease, the City has agreed at its own expense to maintain, manage and operate the Projects in good order, condition and repair, and the City may, at its own expense, make from time to time additions, modifications or improvements to the Projects under the terms and conditions set forth in the Master Lease.

Section 4.10. Warranty. The Authority has the right, power and authority to grant a mortgage lien on the Projects to the Trustee pursuant to the Security Documents and to pledge and assign a security interest in the Trust Estate to the Trustee pursuant to the Indenture, all for the uses and purposes herein set forth. The Authority warrants that there is no financing statement or other filed or recorded instrument in which the Authority is named as, or which the Authority has signed as, debtor now on file in any public office covering any of the Trust Estate excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein, or financing statements to be released in connection with the issuance of Bonds and that the lien and security interest herein created have been duly perfected and are prior to any other.

Section 4.11. Further Assurances. The Authority will, at the City's expense, do, execute, acknowledge and deliver all and every act, deed, conveyance, transfer and assurance necessary or proper for the perfection of the lien and security interest being herein provided for in the Trust Estate, whether now owned or held or hereafter acquired,

including, but not limited to, such financing statements and continuation statements as shall be necessary under applicable law to perfect and maintain the security interest being herein provided for in the Trust Estate.

Section 4.12. Actions with Respect to Trust Estate. The Authority will not:

(a) Declare a default or exercise the remedies of the seller or lessor, as the case may be, under, or terminate, modify or accept a surrender of, or offer or agree to any termination, waiver, modification or surrender of, the Master Lease (except as otherwise expressly provided herein) or by affirmative act consent to the creation or existence of any lien or encumbrance (other than the security interest and lien of this Indenture and the Security Documents) to secure the payment of indebtedness upon the leasehold or other estate created by the Master Lease or any part of any thereof; or

(b) Receive or collect or permit the receipt or collection of any payment under the Master Lease prior to the date for the payment thereof provided for by the Master Lease or assign, transfer or hypothecate (other than to the Trustee hereunder) any revenues or other payment then due or to accrue in the future under the Master Lease in respect of the Projects; or

(c) Sell, mortgage, transfer, assign or hypothecate (other than to the Trustee hereunder) its interest in the Projects or any part thereof or interest therein or in any amount to be received by it from the disposition of the Projects except as herein provided under Article IX herein, and except as provided in the Master Lease and the Security Documents.

Section 4.13. Power of Attorney in Respect of the Master Lease. The Authority does hereby irrevocably constitute and appoint the Trustee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead (a) to ask, demand, collect, receive and receipt for any and all rents, income and other sums which are assigned under the Granting Clauses hereof, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any Event of Default under the Indenture, to exercise any remedies available under the Master Lease and the Security Documents as fully as the Authority could itself do, and to perform all other necessary or appropriate acts with respect to any such remedies, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Authority or otherwise, which the Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Trustee (but only to the extent specifically provided herein) in the Master Lease and to the Base Rentals, the Additional Rentals, the Purchase Option Price, the Net Proceeds and all other amounts payable under the Master Lease and other sums and the security intended to be afforded hereby, whether or not the Authority is in default hereunder.

## ARTICLE V

## REVENUES, FUNDS AND ACCOUNTS

Section 5.1. Source of Payment of Bonds. The Bonds herein authorized and all payments by the Authority hereunder are not general obligations of the Authority but are special, limited obligations payable solely from the Base Rentals and the Purchase Option Price and other amounts derived from the Projects under the Master Lease and as provided herein.

The Projects have been leased under the Master Lease and the Base Rentals and the Purchase Option Price provided for in Sections 6.2 and 12.1, respectively, of the Master Lease are to be remitted directly to the Trustee for the account of the Authority and deposited in the Bond Fund and the Debt Service Reserve Fund along with all other moneys authorized or required to be deposited in the Bond Fund and Debt Service Reserve Fund under the Master Lease. Such Base Rentals and the Purchase Option Price are hereby pledged to such payment. Said pledge shall constitute a first and exclusive lien on the Base Rentals and the Purchase Option Price provided in the Master Lease for the payment of the principal of, and premium, if any, and interest on, the Bonds in accordance with the terms hereof and thereof.

Section 5.2. Creation of Bond Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Municipal Building Authority of Hurricane City, Utah Bond Fund" (herein defined as the "Bond Fund"), which shall be used to pay the principal of and premium, if any, and interest on the Bonds.

Section 5.3. Creation of Sinking Fund Account. There is hereby created by the Authority and ordered established in the custody of the Trustee a separate account within the Bond Fund to be designated "Municipal Building Authority of Hurricane City, Utah Sinking Fund Account" (herein defined as the "Sinking Fund Account").

Section 5.4. Creation of Debt Service Reserve Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Municipal Building Authority of Hurricane City, Utah Debt Service Reserve Fund". By Supplemental Indenture, there may be established within the Debt Service Reserve Fund a separate account for each Series of Bonds. (Said Debt Service Reserve Fund and applicable accounts therein are herein referred to as the "Debt Service Reserve Fund".)

Section 5.5. Creation of Construction Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Municipal Building Authority of Hurricane City, Utah Construction Fund". There is hereby created and ordered established in the custody of the Trustee a separate

account within the Construction Fund for each Series of Bonds. (Said Construction Fund and applicable accounts therein are herein referred to as the "Construction Fund".)

Section 5.6. Creation of Rebate Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Municipal Building Authority of Hurricane City, Utah Rebate Fund" (herein defined as the "Rebate Fund").

Section 5.7. Creation of Cost of Issuance Account. The Trustee shall establish a Cost of Issuance Account into which shall be deposited upon delivery of a Series of Bonds, sufficient moneys to pay costs of issuance of such Series of Bonds.

Section 5.8. Creation of Funds. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article V until such funds or accounts shall be utilized as provided in a Supplemental Indenture authorizing a Series of Bonds. By Supplemental Indenture the Authority may authorize the creation of additional funds and accounts within any funds.

Section 5.9. Use of Bond Fund.

(a) There shall be deposited into the Bond Fund all accrued interest received, if any, at the time of the issuance, sale and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (i) any amount directed to be paid into the Bond Fund pursuant to the Master Lease or any amount in the Debt Service Reserve Fund directed to be paid into the Bond Fund in accordance with the provisions of Section 5.10 hereof; (ii) any Net Proceeds of any insurance policy, performance bond or condemnation award to be deposited in the Bond Fund pursuant to the Master Lease; (iii) all Base Rentals, and, if paid by the City, that portion of the Purchase Option Price attributable to the retirement of the applicable Series of Bonds issued hereunder, as specified in the Master Lease; and (iv) all other moneys received by the Trustee under and pursuant to any of the provisions hereof or of the Master Lease which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Authority hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding it will deposit, or cause to be paid to the Trustee for deposit in the Bond Fund for its account, any moneys which are pledged under the Indenture for the payment of the principal of and premium, if any, and interest on the Bonds and which are required to be deposited into the Bond Fund.

(b) Except as provided in Section 5.15 herein, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, and interest on the Bonds and for the redemption of the Bonds prior to maturity.

The Bond Fund shall be in the custody of the Trustee but in the name of the Authority, and the Authority hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 5.10. Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Authority, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Section 5.11. Use of Debt Service Reserve Fund.

(a) Except as otherwise provided in this Section, moneys in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify that the incremental increase, if any, in the Debt Service Reserve Requirement resulting from the issuance of such Series shall either be deposited immediately upon the issuance and delivery of such Series from proceeds from the sale thereof or from any other legally available source. Funds on deposit in the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund.

(b) If within five (5) Business Days of any Interest Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, premium, if any, and principal then becoming due on the Bonds, the Trustee shall transfer, on or before such date, moneys from the Debt Service Reserve Fund to the Bond Fund to the extent necessary so that the amount of money so transferred plus all moneys then held in the Bond Fund shall be sufficient to pay all interest, premium, if any, and principal payments then becoming due and payable on such date; and

(c) In the event that the City shall exercise its option to purchase a Project or Projects and terminate its payment obligations under the Master Lease upon payment of the Purchase Option Price with respect to said Project or Projects, the Trustee shall transfer all moneys held in the Debt Service Reserve Fund applicable to said Project or Projects to the Bond Fund in accordance with the written direction of the City.

(d) In the event moneys are drawn from the Debt Service Reserve Fund to pay principal, premium or interest on Bonds, such that there shall be remaining in said fund an amount less than the Debt Service Reserve Requirement, the Trustee shall immediately give notice to the Authority and the City of such deficiency. Such Fund shall be replenished to the Debt Service Reserve Requirement upon the deposit by the Trustee of the additional Base Rental payment to be paid by the City pursuant to the Master Lease.

(e) Any moneys remaining in the Debt Service Reserve Fund with respect to a Series of Bonds on the final maturity of said Series of Bonds (whether at stated maturity or upon prior redemption) shall be transferred on such date into the Bond Fund. If the amounts available in the Bond Fund and the Debt Service Reserve Fund with respect to a Series of Bonds are equal at any time to the amount of principal of and interest on said Series of Bonds to maturity, the Trustee shall transfer all such amounts then held in the Debt Service Reserve Fund into the Bond Fund, and such amounts so held in the Bond Fund after such transfer shall be credited against the Base Rentals due thereafter under the Master Lease with respect to said Series of Bonds.

Section 5.12. Use of Construction Fund; Disbursements.

(a) The moneys in the Construction Fund shall be expended in accordance with the provisions of the Master Lease and the Supplemental Indenture authorizing such Series of Bonds.

(b) The Authority covenants and agrees to take all necessary and appropriate action promptly in approving and ordering disbursements from the Construction Fund in accordance with provisions of the Master Lease. The Trustee is hereby authorized and directed to make each disbursement so requested by the City on behalf of the Authority and to issue its checks therefor, but only in compliance with the provisions of the Master Lease. The Trustee shall keep and maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom, and after the related Project has been completed and a certificate of payment of all costs is, or has been, filed as provided in Section 5.13 of this General Indenture, the Trustee shall file an account thereof with the Authority and the City.

Section 5.13. Completion of Project. Any balance remaining in the Construction Fund following the establishment of the Completion Date for a Project pursuant to the Master Lease (except amounts the Authority shall have directed the Trustee to retain for any Cost of Acquisition and Construction not then due and payable) shall at the direction of the City and the Authority, be used as provided in the related Supplemental Indenture.

Section 5.14. Rebate Fund and Arbitrage Rebate.

(a) Should any Series of Bonds be subject to arbitrage rebate, the Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund and an account therein for each such Series, which shall be held separate and apart from all other funds and accounts established under the Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for all Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, less amounts of Rebatable Arbitrage theretofore paid to the United States for all Series of Bonds, the Trustee shall, upon the Authority's request, withdraw from the Rebate Fund and pay to the Authority an amount not to exceed such excess.

(c) The Authority shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date. The Authority shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) within 30 days of each such Rebate Calculation Date. The Authority shall instruct the Trustee to withdraw from the Rebate Fund and pay over to the United States Government with respect to each Series of Bonds: (1) not less frequently than once each five years commencing no later than 60 days after the first Rebate Calculation Date for such Series of Bonds and upon each fifth anniversary of such date, an amount which when added to all previous rebate payments made with respect to such Series of Bonds equals 90% of the sum of the Rebatable Arbitrage pertaining to such Series of Bonds, and (2) not later than 60 days after the retirement of the last Bond of such Series, 100% of the Rebatable Arbitrage with respect to such Series. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Authority from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Authority and the City of the requirements of this Section. By agreeing to give this notice or the notice required by (g) below, the Trustee assumes no responsibility whatsoever for compliance by the Authority with the requirements of Section 148 of the Code or any successor. The Authority expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Authority to comply with the requirements of said Section 148 or any successor thereof.

(e) The Trustee, on behalf of the Authority shall keep and retain, until the date six years after the retirement of the last of the Bonds of each Series, records with respect to each Series of the Bonds and the investment and expenditure of proceeds thereof to comply with the arbitrage rebate requirements of this Section, including without limitation a complete list of all investments and reinvestments of proceeds of each Series of the Bonds. For purposes of the computation required by this Section, the Trustee shall upon request, furnish to the Authority all information in the Trustee's control which is necessary for such computations.

(f) The Authority hereby covenants and agrees that it will not enter into any transaction or cause any transaction to be entered into with respect to the investment of proceeds of the Bonds, or otherwise, which reduces the amount which may be required to be paid to the United States pursuant to the arbitrage rebate requirements specified hereinabove, because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on each Series of the Bonds not been relevant to either party.

(g) The provisions of this Section may be amended or deleted, with respect to any or all Series of the Bonds, from this Indenture upon receipt by the Authority and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the exclusion from gross income of interest on the Bonds.

Section 5.15. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for account to any fund referred to in any provision of the Indenture or the Master Lease shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the payment of Bonds not then deemed Outstanding shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 5.16. Repayment to the City from Bond Fund or Debt Service Reserve Fund. Any amounts remaining in the Bond Fund or the Debt Service Reserve Fund after

payment in full of the principal of and premium, if any, and interest on the Bonds, the fees, charges and expenses of Trustee and all other amounts required to be paid hereunder shall be paid immediately to the City as an overpayment of Base Rentals or Additional Rentals.

Section 5.17. Custody of Separate Trust Fund. The Trustee is authorized and directed to establish a separate trust fund after the Completion Date to hold all Net Proceeds from any insurance policies, performance bonds or condemnation awards and disburse such proceeds in accordance with the Master Lease, or if the City directs that the Net Proceeds be applied to redeem Bonds pursuant to the Master Lease, the Authority covenants and agrees to transfer all of the Net Proceeds in such fund to the Bond Fund and to redeem the Bonds as provided in the Indenture.

Section 5.18. Cost of Issuance Account. The Trustee shall disburse moneys on deposit in the Cost of Issuance Account upon receipt of written authorization to pay costs of issuance executed by a City Representative. Any remaining moneys on deposit therein after payment in full of all costs of issuance shall be transferred by the Trustee to the Construction Fund.

# ARTICLE VI

## INVESTMENT OF MONEYS

Section 6.1. Trustee to Invest Funds. Any moneys held as part of the Construction Fund, the Bond Fund, the Debt Service Reserve Fund, the Rebate Fund or any other fund shall be invested and reinvested by the Trustee in Investment Obligations at the written direction of the Authority in accordance with the provisions hereof and of the Master Lease. Any such investments shall be held by or under the control of the Trustee. The Trustee shall sell and reduce to cash a sufficient amount of such investments within the Bond Fund whenever the cash balance therein is insufficient to pay the principal of and premium, if any, and interest on the Bonds when due. All income and earnings from the investment of amounts on deposit in any fund shall be retained therein; provided, however, that any moneys held in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall be transferred to the Bond Fund at least annually.

Section 6.2. Method of Valuation and Frequency of Valuation. In computing the amount in any Fund or account, Investment Obligations shall be valued at the fair market value of such Obligations, exclusive of accrued interest. All funds and accounts are to be valued on the basis of a mark-to-market valuation conducted semiannually by the Trustee as of each Interest Payment Date.

## ARTICLE VII

## RIGHTS OF THE CITY

Section 7.1. Subordination of Master Lease to Indenture; Certain Rights to City. As provided in the Master Lease, the Master Lease and the City's interest in the Projects and its interest as lessee under the Master Lease shall at all times be subject to the lien of the Indenture; provided, however, that so long as no Event of Default hereunder or an Event of Nonappropriation has occurred and is then continuing, the Master Lease shall remain in full force and effect notwithstanding such subordination, and the City shall not be disturbed by the Authority or the Trustee in its possession, use and enjoyment of the Projects during the term of the Master Lease or in the enjoyment of its rights under the Master Lease; provided further that this Indenture and the rights and privileges hereunder of the Trustee and Bondholders are specifically made subject and subordinate to the rights and privileges of the City set forth in the Master Lease to exercise its option to purchase the Projects in the event of, and subsequent to, the occurrence of an Event of Default, but prior to the liquidation of the Authority's interest in the Projects. As a condition of the exercise of such option, the City under the Master Lease must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation. The Trustee agrees that it shall execute and deliver any instrument necessary or appropriate at any time to confirm, evidence or enable the City to enjoy such rights and privileges, including without limitation, those referred to in Section 7.2 hereof.

Section 7.2. Granting of Rights in and to the Projects. Reference is made to the provisions of the Master Lease, whereby the Authority and the City have reserved the right to grant rights in and to certain portions of the Projects and to withdraw portions of the Projects from the terms of the Master Lease and the lien of this Indenture and the Security Documents upon compliance with the terms and conditions of the Master Lease.

Section 7.3. Release of Equipment Forming a Part of the Projects. Reference is made to the provisions of the Master Lease, whereby the City, may withdraw certain items of equipment forming a part of the Projects upon substitution of other property of comparable or greater value, or upon deposit of sale proceeds in the Bond Fund, in conformity with the terms and conditions of the Master Lease.

Section 7.4. Release of Portions of Project Upon Payment of Related Series of Bonds. Pursuant to the Master Lease the City has been granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Master Lease, a Project may be released from the lien created with respect to the related Series of Bonds and the Indenture and the Master Lease and transferred to the City if (i) the City shall deposit with the Trustee amounts sufficient to pay or provide for

the payment (as provided in Article VIII hereof) of the related Series of Bonds issued to finance or refinance such Project; and (ii) if the interest payable on one or more Series of the Bonds is excluded from gross income for federal income tax purposes, there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of the Project will not adversely affect the excludability of interest on said Bonds from the federal gross income of the owners thereof.

## ARTICLE VIII

## DISCHARGE OF LIEN

If the Authority shall pay or cause to be paid, or there shall be otherwise paid or unconditional provisions for payment made to or for the Bondholders, the principal of and premium, if any, and interest due or to become due on the Bonds at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee and any paying agents all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and release, assign and deliver unto the Authority and the City any and all the estate, right, title and interest in and to any and all rights assigned to the Trustee or otherwise subject to the lien of the Indenture, including amounts in the Bond Fund and the Debt Service Reserve Fund and all rights granted under the Security Documents, except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of the Indenture when (a) payment of the principal of and the applicable redemption premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust, and the Trustee shall have irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, and/or (2) Direct Obligations maturing as to principal and interest in such amount and at such times as will insure, without reinvestment, the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee and any paying agents pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until: (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Article III of this General Indenture, or in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty days, until the Authority shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Bondholders of the Bonds, in accordance with Article III hereof, that the deposit required by (a)(ii) above has been made with or for the benefit of

the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII, 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 and to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity; or (b) the maturity of such Bonds.

All moneys so deposited with or for the benefit of the Trustee as provided in this Article VIII may at the direction of the Authority also be invested and reinvested in Direct Obligations, maturing in the amounts and at times as hereinbefore set forth, and all income from all Direct Obligations pursuant to this Article VIII which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund.

The Authority hereby covenants that no deposit will be made hereunder and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code.

Notwithstanding any provision of any other Article of the Indenture which may be contrary to the provisions of this Article, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article VIII for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and Direct Obligations have been so set aside in trust.

## ARTICLE IX

## DEFAULT PROVISIONS AND REMEDIES OF THE TRUSTEE AND BONDHOLDERS

Section 9.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default" under this Indenture:

(a) Failure to pay when due interest on any Bond;

(b) Failure to pay when due the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof;

(c) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the Authority in the Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.13 hereof;

(d) The occurrence of an event of default under the terms of any of the Bond Documents on the part of either the Authority or the City;

(e) The Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(f) The Authority (1) is adjudged insolvent by a court of competent jurisdiction, (2) admits in writing its inability to pay its debts generally as they become due, (3) files a petition in bankruptcy, (4) makes an assignment for the benefit of creditors, or (5) consents to the appointment of a receiver of itself or property with respect to the Projects;

(g) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver of the Authority or of the property with respect to the Projects, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of such appointment;

(h) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Authority under the provisions of any bankruptcy act and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of entry of such order, judgment or decree; or

(i) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the property with respect to the Projects or any part thereof, and such custody or control shall not be terminated within sixty days from the date of assumption of such custody or control.

(j) Subject to the limitations contained in the Master Lease, the Authority shall unreasonably delay or fail to carry on with reasonable dispatch, or shall discontinue construction of any substantial part of a Project.

Section 9.2. Acceleration, Limitation on Remedies. Upon the occurrence and continuation of an Event of Default, the Trustee shall have all the rights and remedies with respect to the Trust Estate as the Authority, as lessor, has against the Projects and the City under the pertinent provisions of the Master Lease; and the Trustee may, and upon the written request of Bondholders of not less than 25% in aggregate principal amount of the Bonds Outstanding shall, by notice in writing delivered to the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable without further action. Such amounts of principal and interest shall bear interest from the date of acceleration, as herein provided, until paid at the same rate borne by the accelerated Bonds prior to acceleration.

Upon any sale made either under the power of sale given in this Article IX or given in the Security Documents or under a judgment, order or decree made in any judicial proceedings for the foreclosure or enforcement of the Indenture and/or the Security Documents, the principal of all Bonds then outstanding, if not previously due, shall at once become and be immediately due and payable without declaration or notice by the Trustee or the Bondholders.

Notwithstanding anything to the contrary contained in the Indenture, no deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents against the Projects may be entered against the City or the Authority, and no breach of any provision of the Master Lease, the Security Documents or the Indenture shall impose any general obligation or liability upon or a charge against the City or the Authority or upon the general credit or taxing powers of the City. Additionally, no judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under the Master Lease; provided to the extent permitted by law that the Trustee may, subject to compliance with the applicable provisions of the "one action rule" set forth in Title 78, Chapter 37, Utah Code Annotated 1953, as amended, recover from the City: (i) the portion of Base Rentals and Additional Rentals which are or would otherwise have been payable under the Master Lease during any period in which the City continues to use, occupy and operate a Project or Projects or any portion thereof; and (ii) Base Rentals and Additional Rentals which are or would otherwise have been payable by the City under the Master Lease during the remainder, after the City vacates

the applicable Project or Projects, of the then-current annual term of the Master Lease in which such Event of Default occurs for which term the City had lawfully appropriated moneys for purposes of paying such Base Rentals and Additional Rentals; provided, however, that if the Trustee does not proceed to sell the Project or Projects reasonably promptly after such Event of Default, the Trustee shall be obligated to the City to use the Trustee's best efforts to lease or sublease said Project or Projects for the remainder of such annual term, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the Lessee under this clause (ii).]

Notwithstanding anything contained herein to the contrary, the rights and privileges of the Trustee and the Bondholders are subject to the right of the City to purchase the Project or Projects as set forth in the Master Lease and the Trustee shall make no final sale or other final disposition of any interest in said Project or Projects pursuant to any available foreclosure remedy without notifying the City in writing of the occurrence of an Event of Default, and allowing the City ninety days from the mailing of such notice to exercise its option to purchase the Project or Projects.

Section 9.3. Surrender of Possession of Projects; Rights and Duties of Trustee in Possession. Subject to Section 9.2 hereof, upon the occurrence and continuation of an Event of Default under the Indenture, the Authority, upon demand of the Trustee, shall forthwith surrender, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Projects together with the books, papers and accounts of the Authority pertaining thereto, and including the rights and the position of the Authority with respect to the Projects under the Master Lease and to make all needful repairs and improvements as the Trustee shall deem wise. Upon the occurrence and continuation of an Event of Default, the Trustee may execute a written notice of default and an election to cause the Authority's interest in the Projects or any portion thereof to be sold (subject to any reversionary rights of the City which may be retained in the Project site or sites in the event any ground lease may be executed between the Authority and the City) to satisfy the obligations of the Authority under the Indenture in accordance with the provisions of the Security Documents and/or may cause a sale of personal property as provided by law. The Trustee may also lease or otherwise dispose of the Authority's interest in the Projects in the name and for the account of the Authority and in such manner as the Trustee, in its sole discretion, may elect. In connection with any such sale or leasing of the Projects, the Trustee may collect, receive and sequester the rental payments, revenues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver pay, or set up the proper reserve for the payment of, all proper costs and expenses of so taking, holding, leasing, selling and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of the Indenture and the Security Documents which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions of Section 9.8 hereof. Whenever all that is due upon the Bonds shall have been paid and all

defaults made, cured or waived, the Trustee shall surrender whatever possession the Trustee shall retain to the Authority; the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property the Trustee shall render annually to the Authority, the City and the Bondholders, at their addresses set forth in the registration book required by Section 4.6 hereof, a summarized statement of income and expenditures in connection therewith.

While any Bonds are Outstanding, the Authority shall not exercise any of the remedies on default specified in the Master Lease without the prior written consent of the Trustee.

Section 9.4. Other Remedies; Rights of Bondholders. Except as otherwise limited by the provisions of the Indenture, upon the occurrence of an Event of Default under the Indenture, the Trustee may pursue any available remedy that it deems to be in the best interest of the Bondholders by suit at law or in equity to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding.

If an Event of Default shall have occurred under the Indenture, and if requested so to do by the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1(l) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 9.4 and by Section 9.2 hereof, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default under the Indenture shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient. Every power or remedy given by the Indenture, the Master Lease or the Security Documents or to which the Trustee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee, and the Trustee may pursue inconsistent remedies.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.5. Right of Bondholders to Direct Proceedings. The Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Section 9.6. Appointment of Receivers. Upon the occurrence of an Event of Default under the Indenture and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture, the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate and of the rents, revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.7. Waiver. Upon the occurrence of an Event of Default under the Indenture, to the extent that such rights may then lawfully be waived, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of the Indenture, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.8. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, and payment of Trustee fees, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for

the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due (with interest on overdue installments of interest, at the same rate as the rate of the respective Bond or Bonds which are past due) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment of the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, plus, to the extent permitted by law, interest on overdue installments of interest or principal at the same rate as the rate of the respective Bond or Bonds which are past due.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section IX9.8.(b) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.8(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section 9.8, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee, and the Trustee shall have no liability whatsoever to the Authority, to any Bondholder, or to any other person for any delay in applying any such

moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the Trustee. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Bondholder of any Bond until such Bond shall be presented to Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of and premium, if any, and interest on all Bonds has been paid under the provisions of this Section 9.8 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the City as provided in Section 5.16 of this General Indenture as overpayment of Base Rentals.

Section 9.9. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under the 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 and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Bondholders, and any recovery of judgment shall be for the equal and ratable benefit of the Bondholders of the Outstanding Bonds.

Section 9.10. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default under the Indenture and the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity as provided in Section X10.1.(l) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and

that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof or the redemption date established therefor, or the obligation of the Authority to pay the Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in the Bonds expressed.

Section 9.11. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under the Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority, the Trustee and the Bondholders 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 such proceedings had been taken.

Section 9.12. Waivers of Events of Default. The Trustee may, and upon the written direction of the Bondholders of a majority in principal amount of the Bonds then Outstanding shall, waive any Event of Default under the Indenture and its consequences and rescind any declaration of maturity of the principal of the Bonds; provided, however, that there shall not be waived (1) any Event of Default under the Indenture in the payment of the principal of any Outstanding Bonds at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interests (including interest on overdue installments of interest) or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective Bond or Bonds which are past due, and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.13. Notice of Events of Default under Section IX9.1.(c); Opportunity of the Authority and the City to Cure Such Events of Default. Anything herein to the contrary notwithstanding, no default under Section IX9.1.(c) hereof shall constitute an Event of Default under the Indenture until actual notice of such default by registered or certified mail shall be given to the Authority and the City by the Trustee or by the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, and the Authority and the City shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided,

however, that, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under the Indenture if corrective action is instituted by the Authority and the City within the applicable period and diligently pursued, to the satisfaction of the Trustee until the default is corrected.

With regard to any default concerning which notice is given to the Authority and the City under the provisions of this Section 9.13, the Authority hereby grants the City full authority for account of the Authority to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts and with power of substitution.

Section 9.14. Cooperation of Authority. The Authority covenants and agrees that should there be an Event of Default or an Event of Nonappropriation under the Master Lease with the result that the right of possession of the Projects is returned to the Authority, the Authority shall fully cooperate with the Trustee and with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by the Trustee or any Bondholder, shall use its best efforts to secure a purchaser or another lessee of the Projects so that at all times sufficient rents and other amounts will be derived from the Projects promptly to meet and pay the principal of and premium, if any, and interest on the Bonds as the same become due and payable, as well as to cover the cost of all Additional Rentals with respect to the Projects required under the Master Lease. Nothing herein shall be construed as requiring the Authority to operate the Projects or to use any funds or revenues from any source other than the rents and other amounts derived from the Projects.

Section 9.15. Limitation on Remedies and Acceleration During Acquisition and Construction of Portions of Projects. Notwithstanding the provisions of this Article IX or other provisions of the Indenture or of the Security Documents to the contrary, in the event that (a)(i) a portion of the Projects (the "Completed Portion of the Projects") financed with a separate Series of Bonds is accepted by the City for use and occupancy under the Master Lease, and (ii) the acquisition and construction of additional portions of the Projects (the "Uncompleted Portion of the Projects") financed with one or more Series of Bonds (other than the Series of Bonds described in (i) above) have yet to be completed, and (b) an Event of Default occurs due to the failure to complete the Uncompleted Portion of the Projects, the following limitations shall apply:

(a) Such Event of Default shall be limited to the Series of Bonds issued to finance the Uncompleted Portion of the Projects and not the Series of Bonds issued to finance the Completed Portion of the Projects;

(b) The City shall, subject to the occurrence of an Event of Nonappropriation, continue to pay Base Rentals and Additional Rentals with respect to the Completed Portion of the Projects, and the Master Lease shall

remain in full force and effect with respect to the Completed Portion of the Projects;

(c) The Trustee shall use the amounts on deposit in the related subaccount of the Debt Service Reserve Fund to pay amounts due on the Series of Bonds issued to finance the Uncompleted Portion of the Projects and amounts on deposit in the subaccount of the Debt Service Reserve Fund relating to the Series of Bonds issued to finance the Completed Portion of the Projects shall not be used to pay amounts due on the Series of Bonds issued to Finance the Uncompleted Portion of the Projects;

(d) The Series of Bonds issued to finance the Completed Portion of the Projects shall not be accelerated or otherwise affected by the Event of Default described in this Section 9.15; and

(e) The Trustee shall not proceed to exercise any remedies under the Indenture or the Security Documents relating to the Completed Portion of the Projects with respect to the Event of Default described in this Section 9.15.

## ARTICLE X

## THE TRUSTEE

Section 10.1. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by the Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default under the Indenture and after the curing of all Events of Default under the Indenture which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case an Event of Default has occurred under the Indenture (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as an ordinary prudent trustee would exercise or use under the circumstances in the conduct of its own affairs.

No provision of the Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that (i) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(i) The duties and obligations of the Trustee shall be determined solely by the express provisions of the Indenture, and the Trustee shall be liable only for the performance of such duties and obligations as are specifically set forth in the Indenture, and no implied covenant or obligation shall be read into the Indenture against the Trustee; and

(ii) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee in conforming to the requirements of the Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of the Indenture;

and (ii) the Trustee shall not be liable for any other judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(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 be answerable for the conduct of the same in accordance with the standard

specified above, and shall be entitled to advice of counsel concerning its 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 (who may be the attorney or attorneys for the Authority or the City), 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 inaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the Projects or collecting any insurance moneys, or for the validity of the execution by the Authority of the Indenture, or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of title of the Projects or any lien waivers with respect to the Projects; provided, however, that 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 Authority or on the part of the City under the Master Lease in connection with the matters referred to in Article XIV of the Master Lease, except as hereinafter set forth; but the Trustee may require of the Authority or the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed and the Trustee shall not be responsible for any loss suffered in connection with any investment of funds made by it in accordance with Article VI hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed 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 Bondholder of any Bonds, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence 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 certificate signed by the Authority Representative or the City Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by said Section 10.1(h) it is deemed to have

notice, shall also be at liberty to accept a similar 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 by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of any of the officers of the Authority who have executed the Bonds (or their successors), and of any member of the governing body of the City, to the effect that a resolution in the form therein set forth has been adopted by the Authority or the City, as the case may be, 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 negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default under the Indenture except an Event of Default under Section 9.1(a) or 9.1(b) hereof or the failure by the Authority to cause to be made any of the payments to the Trustee required to be made by Article IV hereof or failure by the Authority or the City to file with the Trustee any document required by the Indenture or the Master Lease to be so filed subsequent to the issuance of the Bonds, unless the Trustee shall be specifically notified in writing of such default by the Authority or by the holders of at least 25% in aggregate principal amount of any Series of Bonds then Outstanding, 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 office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of 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 of the property herein conveyed, including all books and records of the Authority pertaining to the Projects and the Bonds, and to take such memoranda from and with 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 with respect to the authentication of any Bonds, the withdrawal of any cash or the taking of any action whatsoever, within the purview of the Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certifications, 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 deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(l) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request, order or direction of any of the Bondholders, pursuant to the provisions of the Indenture, unless such Bondholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may 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 law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

Section 10.2. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services and such other compensation as may be authorized under the Master Lease. Upon an Event of Default under the Indenture, but only upon such an Event of Default, the Trustee shall have a first lien with right of payment, prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the Trust Estate for the foregoing fees, charges and expenses incurred by it.

Section 10.3. Notice to Bondholders. The Trustee shall give to the Bondholders notice of each default hereunder known to the Trustee (or of which the Trustee is deemed to have notice by Section 10.1(h) hereof) within ninety days after the occurrence thereof, unless such default shall have been remedied or cured before the giving of such notice; provided that, except in the case of default in the payment of principal of or premium, if any, or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Bondholders. Each such notice of default shall be given by the Trustee by mailing written notice thereof to all Bondholders of Bonds then outstanding whose names appear on the list of Bondholders as provided in Section 4.6 hereof.

Section 10.4. Intervention by the Trustee. In any judicial proceeding to which the Authority is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interest of owners of the Bonds, the Trustee may intervene on

behalf of Bondholders and shall do so if requested in writing by the Bondholders of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 10.5. 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 trust business and 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 successor to the Trustee hereunder and vested with all of the title to the Trust Estate and 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 any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10.6. Resignation by the Trustee. The Trustee and any successor to the Trustee may at any time resign from the trusts herein created by giving sixty days' written notice by registered or certified mail to the Authority and to the Bondholders of each Bond as shown by the list of Bondholders required by Section 4.6 hereof to be kept by the Trustee, and such resignation shall take effect only upon the appointment of a successor Trustee by the Bondholders or by the Authority; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee 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 deems proper and prescribes, appoint a successor Trustee.

Section 10.7. Removal of the Trustee. The Trustee may be removed by the Authority at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, provided that such instrument or instrument concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 10.8. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Authority by an instrument or concurrent instruments executed by its President and attested by its Secretary under its seal. The original Trustee and every such Trustee appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than Seventy-Five Million Dollars ($75,000,000).

Section 10.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority and the City an instrument in writing 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 predecessors; but such predecessor shall, nevertheless, on the written request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor 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 successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties 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 Authority. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded. Additionally, all substitutions of Trustee under the Security Documents shall be filed or recorded in accordance with the laws of the State.

In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 10.10. Right of the Trustee to Pay Taxes and Other Charges. In case any tax, assessment, governmental or other charge upon, or insurance premium with respect to, any part of a Project or Projects is not paid as required herein or in the Master Lease or Security Documents, the Trustee may pay from its own funds, such tax, assessment, governmental or other charge, or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondholders arising in consequence of such failure; and any amount at any time so paid under this Section 10.10, with interest thereon from the date of payment at a rate per annum equal to the Base Rate as of the date of payment shall become so much additional indebtedness secured by the Indenture, and the same shall be given a preference in payment over any of the Bonds, and shall be paid out of the proceeds of Base Rentals or Additional Rentals collected from the Projects, if not otherwise caused to be paid; but the Trustee shall not be under any obligation to make any such payment unless it shall have been requested to do so by the Bondholders of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided with adequate funds for the purpose of such payment.

Section 10.11. Appointment of Co-Trustee. It is the purpose of the Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that in case of litigation under the Indenture, the Master Lease or the Security Documents, and in particular in case of the enforcement of either upon an Event of Default, or in 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 other 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 10.11 are adapted to these ends.

The Trustee may appoint an additional individual or institution as a separate or Co-Trustee, in which event 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 vested 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 deed, conveyance or instrument in writing from the Authority be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. In case any separate or Co-Trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate 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 or Co-Trustee.

Section 10.12. Trustee Not Responsible for Actions of Authority. The Trustee shall not be liable or responsible because of the failure of the Authority or of any of its officers, employees or agents to make any collections or deposits, or to perform any act herein required of the Authority or its officers, directors, employees or agents. The Trustee shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, invested, withdrawn or transferred in accordance with the provisions of the Indenture. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

Section 10.13. Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under the Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by the Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under the Indenture.

Section 10.14. Requirements as to Trustee's Records. So long as any of the Bonds shall remain outstanding:

(a) the records of the Trustee pertaining to the Bonds and to the Trustee hereunder shall be available to and open for inspection at all times by the Authority, the City and all other governmental bodies legally entitled to inspect such records, and

(b) the Trustee shall retain in its possession all financial statements furnished to it pursuant to the Indenture. The Trustee shall transfer to any successor trustee copies of the records of the Trustee pertaining to the Bonds and to the Trustee. Trustee shall have no other obligation with regard to said financial statements.

## ARTICLE XI

## SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Authority and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to the Indenture which shall not be inconsistent with the general terms and provisions hereof for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in the Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To subject to the Indenture additional revenues, properties or collateral;

(d) To modify, amend or supplement the Indenture or any indenture supplemental hereto in such matter as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;

(e) To evidence the appointment of a separate or a Co-Trustee or paying agent or the succession of a new Trustee or paying agent hereunder;

(f) To issue the Initial Bonds, Refunding Bonds or Additional Bonds in accordance with the Indenture and the Master Lease; and

(g) To make any other change which, in the judgment of the Trustee, is not materially prejudicial to the interests of the Bondholders or the Trustee and that does not materially adversely affect the rights of any Bondholder.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such Supplemental Indentures hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in

any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indentures, or (v) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture and the Security Documents on the Trust Estate or any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) deprive the Bondholder of any Bond then Outstanding of the lien hereby created on any material portion of the Trust Estate, without the prior consent of the Bondholders of 100% of the Bonds affected by such action. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which adversely affects the Trustee's rights, deeds or immunities under the Indenture or the Master Lease.

If at any time the Authority shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 4.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. If the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Article XI permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

Anything therein to the contrary notwithstanding, so long as no Event of Default or Event of Nonappropriation with respect to the Projects shall have occurred and be continuing under the Master Lease, a Supplemental Indenture under this Article shall not become effective unless and until the City shall have consented to the execution and delivery of such Supplemental Indenture. In this regard and except with respect to Supplemental Indentures for which the City has otherwise been notified, the Trustee shall cause notice of the proposed execution of any such Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed by certified or registered mail to the City at least fifteen days prior to the proposed date of execution and delivery of any

such Supplemental Indenture. The City shall be deemed to have consented to the execution and delivery of any such Supplemental Indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the City on or before the fifteenth day after the mailing of said notice.

## ARTICLE XII

## AMENDMENT OF MASTER LEASE

Section 12.1. Amendments, etc., to Master Lease Not Requiring Consent of Bondholders. The Authority and the Trustee shall without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Master Lease as may be required (i) by the provisions of the Indenture and the Master Lease (including those provisions applicable to the issuance of the Initial Bonds, Refunding Bonds and Additional Bonds), (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify the Projects, or the Project sites or substitute or add additional improvements or equipment to the Projects or additional rights or interests in property acquired in accordance with the provisions of the Master Lease, (iv) in connection with any amendment to the Indenture pursuant to Section 11.1 hereof, or (v) in connection with any other change therein which, in the judgment of the Trustee is not to the prejudice of the Trustee or the holders of the Bonds.

Section 12.2. Amendments, etc., to the Master Lease Requiring Consent of Holders of the Bonds. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, neither the Authority nor the Trustee shall consent to any other amendment, change or modification of the Master Lease without mailing of notice and receipt of the written approval or consent of the holders of not less than 66 2/3% in aggregate principal amount of the Bonds at the time outstanding given as in this Section 12.2 provided. If at any time the Authority and the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Master Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 of the Indenture with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of Trustee for inspection by all holders of the Bonds. No such amendment, change or modification of the Master Lease shall reduce the aggregate principal amount of the Bonds the Bondholders of which are required to consent to any amendment, change or modification of such Master Lease, or materially reduce or postpone payments required to be made under the Master Lease without the consent of all of the holders of the Bonds Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Trustee and the Authority.

## ARTICLE XIII

## MISCELLANEOUS

Section 13.1. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by the Indenture to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of the Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be proved by the registration books of the Authority maintained by the Trustee pursuant to Section 4.6 of the Indenture.

Section 13.2. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from the Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the Bonds, any legal or equitable right, remedy or claim under or with respect to the Indenture or any covenants, conditions and provisions herein contained; the Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the City and the Bondholders as herein provided.

Section 13.3. Severability. If any provision of the Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 13.4. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by facsimile addressed as follows: If to the Authority, to the Municipal Building Authority of Hurricane City, Utah, 147 North 870 West, Hurricane, Utah, 84737, Attention: President; if to the Trustee, to

10 East South Temple, 3rd Floor, Salt Lake City, Utah 84111, Attention: Trust Department; if to the City, to147 North 870 West, Hurricane, Utah, 84737, Attention: Mayor. A duplicate copy of each notice required to be given hereunder by the Trustee to either the Authority or the City shall also be given to the others. The Authority, the City, and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.5. Payments Due on Days other than Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be other than a Business Day, then payment of principal and premium, if any, or interest 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 made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 13.6. Counterparts. This General Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7. Applicable Provisions of Law. The Indenture shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be executed in its corporate name with its corporate seal hereunto affixed all by its duly authorized officers, as of the date first above written.

MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

Attest and Countersigned :

By: _____
Secretary

By: _____
President

[Corporate Seal]

ZIONS FIRST NATIONAL BANK, as Trustee

By: _____

Title: _____

[SEAL]

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be executed in its corporate name with its corporate seal hereunto affixed all by its duly authorized officers, as of the date first above written.

MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

Attest and Countersigned :

By:_____
Secretary

By:_____
President

[ S E A L ]

ZIONS FIRST NATIONAL BANK, as Trustee

By:_____

Title: SECOND VICE PRESIDENT



# SEVENTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____], 2026

between

MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

Supplementing the General Indenture of Trust Dated as of April 1, 1999.

TABLE OF CONTENTS

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS .....3

Section 1.1 Supplemental Indenture. .....3
Section 1.2 Uniform Definitions. .....3
Section 1.3 Amended Definitions. .....3
Section 1.4 Additional Definitions. .....3

ARTICLE II ISSUANCE OF THE SERIES 2026 BONDS .....4

Section 2.1 Principal Amount, Designation and Series. .....4
Section 2.2 Date, Maturity and Interest Rates. .....5
Section 2.3 Redemption. .....6
Section 2.4 Execution of Bonds. .....7
Section 2.5 Delivery of Bonds. .....7
Section 2.6 Limited Obligation. .....7
Section 2.7 Series 2026 Bonds to Remain Tax-Exempt. .....7
Section 2.8 Record of Payment. .....7
Section 2.9 Book-Entry Only System. .....8

ARTICLE III FUNDS AND ACCOUNTS .....10

Section 3.1 Creation of Series 2026 Accounts. .....10
Section 3.2 Disbursement of Series 2026 Bond Proceeds. .....10
Section 3.3 Costs of Issuance Account; Payment of Costs of Issuing Series 2026 Bonds. .....11
Section 3.4 Debt Service Reserve Requirement. .....11
Section 3.5 Deposit to and Use of Series 2026 Construction Account of Construction Fund. 11
Section 3.6 Series 2026 Bonds as Initial Bonds. .....**Error! Bookmark not defined.**

ARTICLE IV CONFIRMATION OF GENERAL INDENTURE .....11

Section 4.1 Confirmation of General Indenture. .....11

ARTICLE V MISCELLANEOUS .....11

Section 5.1 Confirmation of Sale of Series 2026 Bonds. .....11
Section 5.2 Illegal, etc. Provisions Disregarded. .....12
Section 5.3 Applicable Law. .....12
Section 5.4 Headings for Convenience Only. .....12
Section 5.5 Counterparts. .....12

EXHIBIT A FORM OF SERIES 2026 BONDS ..... A-1

EXHIBIT B COST OF ISSUANCE DISBURSEMENT REQUEST .....B-1

This SEVENTH SUPPLEMENTAL INDENTURE OF TRUST, dated as of [_____], 2026 (the "Seventh Supplemental Indenture"), by and between the MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, (formerly known as Zions First National Bank) a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Midvale, Utah (the "Trustee"),

W I TN E S S E T H:

WHEREAS, the Authority has entered into a General Indenture of Trust, dated as of April 1, 1999, (the "General Indenture") with the Trustee; and

WHEREAS, The Hurricane City, Utah (the "City") has previously authorized and directed the creation of the Authority; and

WHEREAS, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act"), and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"); and

WHEREAS, under the Articles of Incorporation of the Authority (the "Articles") and the Act (hereinafter defined), the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Local Government Bonding Act and together with the Building Authority Act and the Nonprofit Corporation Act, the "Act") in order to accomplish the public purposes for which the City exists; and

WHEREAS, the Authority is possessed under the Articles with all powers set forth in the Act and the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property, and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property and to issue its notes, bonds or other obligations; and

WHEREAS, the Authority previously issued its (i) Lease Revenue Bonds, Series 2010 (the "Series 2020 Bonds") and (ii) its Lease Revenue Bonds, Series 2013 (the "Series 2013 Bonds"); and

WHEREAS, at the request of the City, the Authority desires to issue bonds for the purpose of financing the acquisition and construction of a new police station, a new city hall building, and related improvements (the "Series 2026 Project") as provided in the Act; and

WHEREAS, in order to (i) finance the Series 2026 Project, (ii) fund any required deposits to a debt service reserve fund and (iii) pay costs associated with the issuance of the Series 2026 Bonds (hereinafter defined), the Authority has determined to issue its Lease Revenue Bonds, Series 2026, in the aggregate principal amount of $[_____] (the "Series 2026 Bonds"); and

[WHEREAS, the City is the owner of fee simple title or have a leasehold interest to the site[s] whereon the Series 2026 Project will be located (the "Project Site") and has agreed to lease such Project Site to the Authority pursuant to a Ground Lease Agreement dated as of [_____], 2026 (the "Series 2026 Ground Lease"); and]

WHEREAS, the Series 2026 Bonds will be authorized, issued and secured under a General Indenture of Trust dated April 1, 1999, (the "General Indenture") as previously amended and supplemented and as further supplemented by this Seventh Supplemental Indenture (the "Seventh Supplemental Indenture" and collectively with the General Indenture and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, pursuant to a Master Lease Agreement dated as of April 1, 1999 (the "Original Master Lease") as amended and supplemented by a Sixth Amendment to Master Lease Agreement dated as of [_____, 2026] (the "Sixth Amendment to Master Lease Agreement" and together with the Original Master Lease the "Master Lease") , between the Authority and the City, as lessee, has leased the Series 2026 Project from the Authority, as lessor, on an annually renewable basis; and

WHEREAS, under the provisions of a resolution adopted by the City Council of the City on October 1, 2026 (the "City Resolution"), the City has authorized and approved the execution of the Master Lease and the Series 2026 Ground Lease and has authorized and approved certain actions to be taken by the Authority in connection with the issuance of the Series 2026 Bonds, including the execution, delivery and performance of the Authority under the General Indenture and this Seventh Supplemental Indenture; and

WHEREAS, under the provisions of a resolution adopted on October 1, 2026 (the "Authority Resolution"), the Board of Trustees of the Authority (the "Governing Board") has authorized, approved and directed the execution of the Sixth Amendment to Master Lease Agreement, this Seventh Supplemental Indenture and the Security Documents (defined herein), and has authorized and approved certain actions to be taken by the Authority in connection with the issuance of the Series 2026 Bonds hereunder; and

WHEREAS, the execution and delivery of the Series 2026 Bonds, and this Seventh Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Authority and authenticated by the Trustee, the valid and binding legal obligations of the Authority and to make the General Indenture, as amended and supplemented by this Seventh Supplemental Indenture, a valid assignment and pledge of the amounts pledged to the payment of the principal of and premium, if any, and interest on the Series 2026 Bonds and a valid assignment of the rights of the Authority with respect to the Series 2026 Project under the Master Lease (except the rights of the Authority under Sections 6.3(d), 6.3(j), 13.3 and 14.5 of the Master Lease) have been done and performed.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

## SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Seventh Supplemental Indenture is supplemental to and is adopted in accordance with and pursuant to Articles II and XI of the General Indenture.

Section 1.2 Uniform Definitions. Unless the context clearly requires otherwise and except as otherwise defined in Section 1.3 hereof, all terms used herein shall have the meanings set forth in Article I of the General Indenture and Article I of this Seventh Supplemental Indenture, and Article I of the Master Lease.

Section 1.3 Amended Definitions. The following definitions contained in Article I of the General Indenture are hereby amended to read as follows:

"Interest Payment Date" means with respect to the Series 2026 Bonds, each March 1 and September 1, commencing [_____].

Section 1.4 Additional Definitions. Defined terms used in the preambles to this Seventh Supplemental Indenture shall have the meanings given to such terms therein. In addition, for purposes of the General Indenture, this Seventh Supplemental Indenture and the Master Lease, the following terms shall, unless the context clearly requires otherwise, have the meanings as follows:

"Assignment of Ground Lease Agreement" means the agreement dated as of [_____], 2026, by and between the Authority and the Trustee.

["Bond Purchase Contract" means the Bond Purchase Contract dated [_____, 2026] by and between the Authority, the City and the Underwriter.]

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Debt Service Reserve Requirement" means, with respect to the Series 2026 Bonds, [$0].

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York.

"General Indenture" means the General Indenture of Trust dated April 1, 1999.

"Leasehold Deed of Trust" means the Supplement to Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of [_____], 2026 by and between the Authority and the Trustee, which supplements that Amended Leasehold Deed of Trust, Deed of Trust,

Assignment of Rents and Security Agreement between the Authority and Trustee dated April 1, 2013 .

"Original Issue Date" means with respect to the Series 2026 Bonds, [_____], 2026, the date

"Master Lease" means the Master Lease Agreement dated as of April 1, 1999, by and between the Authority and the City and a Sixth Amendment to Master Lease Agreement dated as of [_____, 2026].

"Original Master Lease" means the Master Lease Agreement dated April 1, 1999.

"Register" means the record of ownership of the Series 2026 Bonds maintained by the Bond Registrar.

"Security Documents" means collectively (i) the Leasehold Deed of Trust and (ii) the Assignment of Ground Lease Agreement.

"Series 2026 Bonds" means the Authority's Lease Revenue Bonds, Series 2026, issued in the aggregate principal amount of $[_____] herein authorized.

"Series 2026 Construction Account" means the account established within the Construction Fund used to pay the costs of construction of the Series 2026 Project.

"Series 2026 Cost of Issuance Account" means the account established in Section 3.3 herein.

"Series 2026 Ground Lease" means the Ground Lease Agreement, dated as of [_____], 2026 by and between the City and the Authority pursuant to which the City will lease the site on which the Series 2026 Project will be constructed.

"Series 2026 Project" means the acquisition and construction of a new police station, a new city hall building, and related improvements.

"Seventh Supplemental Indenture" means this Seventh Supplemental Indenture dated as of [_____], 2026, between the Authority and the Trustee.

"Underwriter" means [_____], as underwriter of the Series 2026 Bonds pursuant to a Bond Purchase Agreement dated [_____20__] by and between the Underwriter and the Authority.

## ARTICLE II

## ISSUANCE OF THE SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2026 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) pay the costs of the Series 2026 Project and (ii) pay costs of issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be limited to $[_____] in aggregate principal amount, shall be

issued in fully registered form, in Five Thousand Dollar ($5,000) denominations each or any integral multiple thereof, and shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2026 Bonds shall be designated as and shall be distinguished from the Bonds of all other series by the title, "Municipal Building Authority of the City of Hurricane, Utah Lease Revenue Bonds, Series 2026."

Section 2.2 Date, Maturity and Interest Rates. The Series 2026 Bonds shall be dated as of the Dated Date, and shall mature in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2026 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

| Maturity ([September 1]) | Principal Amount | Interest Rate |
|---|---|---|

The interest on Series 2026 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner of any Series 2026 Bonds on such Regular Record Date, and may be paid to the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on the Series 2026 Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed by certified mail on each Interest Payment Date to the Holder of each of the Series 2026 Bonds as the name and address of such Holder appears on the Record Date in the Register. Interest on the Series 2026 Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.3 Redemption.

(a) [Optional Redemption. The Series 2026 Bonds maturing on or prior to [_____], are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after [_____] are subject to redemption at the option of the Authority, in whole or in part, on any time on and after [_____], in such order of maturity as may be directed by the Authority at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption.]

(b) Extraordinary Redemption. The Series 2026 Bonds shall be callable for redemption prior to maturity in whole on any date, if (i) the Series 2026 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Series 2026 Project shall become apparent, or title to or the use of all or any material portion of the Series 2026 Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the Series 2026 Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of the Series 2026 Project by depositing such Net Proceeds into the Bond Fund, as provided in Section 10.2 of the Master Lease. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the City with respect to the Series 2026 Project under the Master Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to the Series 2026 Project, and possession of the Series 2026 Project, as well as all right, title and interest of the City and the Authority in any funds or accounts created under the Indenture with respect to the Series 2026 Project shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Security Documents applicable to the Series 2026 Project may, subject to the limitations of Article IX of the General Indenture, be foreclosed and the Authority's interest in the Series 2026 Project liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the

Series 2026 Project (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed outstanding), shall be applied to the redemption of the Series 2026 Bonds at the earliest date practicable, as specified in a written notice from the Authority to the Trustee. Any such redemption of the Series 2026 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date. IN THE EVENT THE SERIES 2026 BONDS ARE TO BE REDEEMED PURSUANT TO THE PROVISIONS OF THIS PARAGRAPH (B), BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY, OR THE TRUSTEE WITH RESPECT TO SAID SERIES 2026 BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of the Series 2026 Bonds, the Trustee is authorized and directed to transfer said moneys to the City.

Section 2.4 Execution of Bonds. The Chair/President or Vice President is hereby authorized to execute by facsimile or manual signature the Series 2026 Bonds and the Secretary-Treasurer to countersign by facsimile or manual signature the Series 2026 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2026 Bonds a facsimile of the official seal of the Authority, and the Trustee shall manually authenticate the Series 2026 Bonds.

Section 2.5 Delivery of Bonds. Upon the execution and delivery of this Seventh Supplemental Indenture, the Authority shall execute and deliver to the Trustee and the Trustee shall authenticate the Series 2026 Bonds deliver the Series 2026 Bonds to the Underwriter thereof as directed by the Authority.

The Series 2026 Bonds issued pursuant to this Seventh Supplemental Indenture shall be equally and ratably secured under the Indenture with all other series of Additional Bonds and Refunding Bonds, if any, issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Section 2.6 Limited Obligation. The Series 2026 Bonds, together with interest thereon, shall be special, limited obligations of the Authority as described in the General Indenture.

Section 2.7 Series 2026 Bonds to Remain Tax-Exempt. The Authority covenants and agrees to and for the benefit of the Bondholders that the Authority (i) will not take any action that would cause interest on the Series 2026 Bonds to become includible in gross income for purposes of federal or state income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2026 Bonds to become includible in gross income for purposes of federal or state income taxation, and (iii) will comply with any other requirements of federal and state tax law applicable to the Series 2026 Bonds in order to preserve the exclusion from gross income, for purposes of federal income taxation, of interest on the Series 2026 Bonds.

Section 2.8 Record of Payment. In the event of a redemption, acceleration, or any other similar transaction necessitating a reduction in aggregate principal amount of any of the Series

2026 Bonds outstanding, a Bondholder shall make an appropriate notation on the Series 2026 Bonds certificate indicating the date and amounts of such reduction in principal, except in the case of final maturity in which case the certificate must be presented to the Paying Agent (or as otherwise provided herein) prior to payment. In the case of a discrepancy between the record of payments on the Series 2026 Bonds and the Bond Registrar's records, the Bond Registrar's records shall govern.

Section 2.9 Book-Entry Only System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9, the Registered Owner of all Series 2026 Bonds shall be, and the Series 2026 Bonds shall be registered in the name of, Cede and Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(iii) of this Section 2.9, ("DTC"). Payment of interest for any Series 2026 Bond, as applicable, shall be made in accordance with the provisions of this Indenture to the account of Cede on the Interest Payment Date for the Series 2026 Bonds at the address indicated for Cede in the registry books of the Trustee.

(b) The Series 2026 Bonds shall be initially issued in the form of a separate 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 registry books of the Authority kept by the Trustee, in the name of Cede, as nominee of DTC. With respect to Series 2026 Bonds so registered in the name of Cede, the Authority, the Trustee 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 Authority, the Trustee 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 of 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. Except as provided herein or in the General Indenture, the Authority, the Trustee and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2026 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Series 2026 Bond, (2) giving notices of redemption and other matters with respect to such Series 2026 Bonds and (3) registering transfers with respect to such Series 2026 Bonds. 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 Authority'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 2.9, no person other than DTC shall receive a Series 2026 Bond evidencing the obligation of the Authority to make payments of principal or redemption price of, and interest on, any such Series 2026 Bond pursuant to this Indenture. Upon delivery by DTC to the Trustee 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 Indenture, the word "Cede" in this Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this 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 Authority, the Trustee 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 Authority, in its sole discretion and without the consent of any other person, may, by notice to the Trustee, terminate the services of DTC with respect to the Series 2026 Bonds if the Authority 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 Authority; and the Authority shall, by notice to the Trustee, terminate the services of DTC with respect to the Series 2026 Bonds upon receipt by the Authority, the Trustee, 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: (1) DTC is unable to discharge its responsibilities with respect to the Series 2026 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2026 Bonds be registered in the registration books kept by the Trustee 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)(2) 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)(1) hereof the Authority may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Authority, 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 Trustee in the name of Cede, as nominee of DTC. In such event, the Authority shall execute and the Trustee shall authenticate 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 Owner Interest in the Series 2026 Bonds.

(iv) Notwithstanding any other provision of this 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 as provided in the hereinafter defined Representation Letter of the Authority addressed to DTC and in DTC's operational arrangements.

(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 the Indenture by the Authority or the Trustee with respect to any consent or other action to be taken by such Owners, the Authority 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.

(vi) A blanket Representation Letter (the "Representation Letter") has been executed and delivered by the Authority. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.9 hereof or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Series 2026 Bonds other than the registered owners of the Series 2026 Bonds, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the Authority and the Trustee in the Representation Letter or any other comparable agreement with a securities depository with respect to the Trustee and in DTC's operational arrangements shall at all times be complied with.

## ARTICLE III

## FUNDS AND ACCOUNTS

Section 3.1 Creation of Accounts. There is hereby established with the Trustee a Series 2026 Bond Account within the Bond Fund, a Series 2026 Cost of Issuance Account within the Cost of Issuance Fund, and a Series 2026 Construction Account within the Construction Fund.

Section 3.2 Disbursement of Series 2026 Bond Proceeds. The Authority shall deposit with the Trustee the proceeds from the sale of the Series 2026 Bonds in the amount of $[_____], (being the par amount of the Series 2026 Bonds, plus a net reoffering premium of $[_____], and less an Underwriter's discount of $[_____]), and the Trustee shall transfer and deposit such amounts as follow:

(a) An amount equal to $[_____] shall be deposited into the Series 2026 Construction Account within the Construction Fund; and

(b) The remaining amount into the Series 2026 Cost of Issuance Account within the Construction Fund held by the Trustee to be used to pay costs of issuance of the Series 2026 Bonds.

Section 3.3 Costs of Issuance Account; Payment of Costs of Issuing Series 2026 Bonds. An amount equal to $[_____] of the proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Cost of Issuance Account. At or about the time of the issuance of the Series 2026 Bonds, the Trustee shall apply the amounts on deposit in the Series 2026 Cost of Issuance Account to pay costs of issuing the Series 2026 Bonds, as instructed in the Cost of Issuance Disbursement in substantially the form of Exhibit B attached hereto to be signed by the Chair/President or Vice President of the Authority. Any amounts remaining in the Series 2026 Cost of Issuance Account 90 days after the delivery of the Series 2026 Bonds shall be transferred to the Series 2026 Construction Account of the Construction Fund and applied to the uses therein authorized.

Section 3.4 [Debt Service Reserve Requirement. The Debt Service Reserve Requirement with respect to the Series 2026 Bonds shall be [$0].]

Section 3.5 Deposit to and Use of Series 2026 Construction Account of Construction Fund. The balance of the proceeds of the Series 2026 Bonds remaining after depositing $[_____] to the Series 2026 Cost of Issuance Account for payment of certain costs of issuance of the Series 2026 Bonds as contemplated by Section 3.3 of this Seventh Supplemental Indenture, shall be deposited into the Series 2026 Construction Account in the Construction Fund. The amount on deposit in the Series 2026 Construction Account of the Construction Fund shall be disbursed by the Trustee for the purpose for which the Series 2026 Bonds were issued (including any capitalized interest thereon) in accordance with the provisions of the Master Lease and the Indenture. Upon completion of the Series 2026 Project, as evidenced by delivery of a completion certificate, amounts remaining on deposit in the Series 2026 Construction Account of the Construction Fund shall be applied to the redemption of Series 2026 Bonds as soon as practicable.

No amounts shall be disbursed from the Series 2026 Construction Account of the Construction Fund for payment of Contractors with respect to the Series 2026 Project until the applicable requirements of the Master Lease and the Indenture have been met and reasonable evidence of the same (including the insurance requirements in Article VII and Article IX of the Master Lease) has been delivered to the Trustee.

## ARTICLE IV

## CONFIRMATION OF GENERAL INDENTURE

Section 4.1 Confirmation of General Indenture. As modified and supplemented by this Seventh Supplemental Indenture, the General Indenture is in all things and respects hereby ratified and confirmed. The provisions of the General Indenture shall apply to this Seventh Supplemental Indenture to the extent that such provisions have not been deleted or modified by or are not inconsistent with the specific provisions of this Seventh Supplemental Indenture.

## ARTICLE V

## MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2026 Bonds. The sale of the Series 2026 Bonds to the Underwriter at a price of $[_____] is hereby ratified, confirmed and approved.

Section 5.2 Illegal, etc. Provisions Disregarded. In case any provision in this Seventh Supplemental Indenture shall for any reason be held invalid, illegal, or unenforceable in any respect, this Seventh Supplemental Indenture shall be construed as if such provision had never been contained herein.

Section 5.3 Applicable Law. This Seventh Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of Utah.

Section 5.4 Headings for Convenience Only. The descriptive headings in this Seventh Supplemental Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 5.5 Counterparts. This Seventh Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be executed in its corporate name with its corporate seal hereunto affixed all by its duly authorized officers, as of the date first above written.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF HURRICANE, UTAH

By: _____
Chair/President

(SEAL)

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____

Title: _____

EXHIBIT A

FORM OF SERIES 2026 BONDS

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH
LEASE REVENUE BOND, SERIES 2026

REGISTERED REGISTERED

NUMBER R-1 $_____

| Interest Rate | Maturity Date | Original Issue Date | CUSIP |
|---|---|---|---|
| | _____ | _____ | |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____AND NO/100 DOLLARS****

The Municipal Building Authority of the City of Hurricane, Utah, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), performing essential governmental functions on behalf of the City of Hurricane, Utah, a body corporate and politic of the State of Utah (the "City") for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the Registered Owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above, and in like manner to pay interest on said amount at the Interest Rate specified above (calculated on the basis of a 360-day year consisting of twelve 30-day months), payable on [_____] and [_____] of each year (each an "Interest Payment Date") commencing [_____], except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto. The principal amount of this Bond shall be reduced by the payment of principal thereof on the dates and amounts indicated on such Record of Principal Payments without the surrender of the Bond to the Paying Agent. Interest on this Bond shall be payable by wire transfer to an account located in the United States or check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in

writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when wired or mailed by certified mail. Both principal and interest shall be payable in lawful money of the United States of America designated by the Registered Owner in written instructions furnished to the Trustee.

The Series 2026 Bonds (hereinafter defined) are dated as of the Original Issue Date shown above. Interest on the Series 2026 Bonds authenticated prior to the first Interest Payment Date shall accrue from and including the Original Issue Date. Interest on the Series 2026 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, from that date.

This Bond is one of an authorized issue of Lease Revenue Bonds, Series 2026, of the Authority limited in aggregate principal amount to $[_____] (the "Series 2026 Bonds") issued to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (the "Series 2026 Project"), (b) fund any required deposits to a debt service reserve fund and (c) pay costs associated with the issuance of the Series 2026 Bonds. The Series 2026 Project has been leased by the Authority to the City under the terms of a Sixth Amendment to Master Lease Agreement dated as of [_____], 2026 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Master Lease"). The obligation of the City to make lease payments under the Master Lease is subject to the annual renewal of the Master Lease and to the right of the City to terminate its payment obligations with respect to the Series 2026 Project under the Master Lease in the event that the City fails to appropriate moneys to pay such rentals. In the event that the City's payment obligations under the Master Lease shall be terminated by reason of a failure to appropriate (referred to herein as "Event of Nonappropriation") or by reason of an Event of Default (as defined in the Master Lease), the principal amount of this Series 2026 Bond and interest hereon will be payable from such moneys, if any, as may be available under the Indenture for such purpose, including any moneys received by the Trustee from a liquidation or other disposition of the Authority's interest in the Series 2026 Project including a foreclosure of the lien of the Indenture (hereinafter defined) and the Security Documents (as defined in the Indenture), subject to the limitations contained in the Indenture. Under certain circumstances, this Series 2026 Bond and the interest hereon may also be payable from Net Proceeds (as defined in the Master Lease) of insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Series 2026 Project.

The Series 2026 Bonds are issued pursuant to the authority contained in the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the "Act"), and under and are equally and ratably secured by and entitled to the protection of a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture") and a Seventh Supplemental Indenture Of Trust dated as of [_____], 2026 (the "Seventh Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the Authority and the Trustee, duly executed and delivered by the Authority to the Trustee and pursuant to which the Base Rentals (as defined in the Master Lease) payable by the City, under the Master Lease and, if paid by the City, the Purchase Option Price (as defined in the Master Lease), are assigned to the Trustee to secure the payment of principal of, premium, if any, and interest on the Series 2026 Bonds. Additionally, the Authority has granted a security interest in the

Series 2026 Project, pursuant to certain Security Documents to the Trustee to further secure its obligations under the Indenture.

The Indenture provides that, upon the conditions and restrictions therein, the Authority may hereafter issue Refunding Bonds or Additional Bonds (each as defined in the Indenture) from time to time to finance or refinance the costs of the Series 2026 Project or other facilities and improvements under certain terms and conditions contained in the Indenture and in the Master Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank pari passu with the Series 2026 Bonds then Outstanding (as defined in the Indenture) and be equally and ratably secured and entitled to the protection of the Indenture and the Security Documents (the Series 2026 Bonds, the Refunding Bonds and the Additional Bonds are collectively referred to herein as the "Bonds"). Reference is hereby made to the Master Lease, the Security Documents and the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Authority, the Trustee and the holders of the Series 2026 Bonds, the issuance of Refunding Bonds or Additional Bonds, the terms upon which the Series 2026 Bonds are issued and secured, the terms and conditions upon which the Series 2026 Bonds will be deemed to have been paid, at or prior to maturity or redemption of the Series 2026 Bonds, and the rights of the holders of the Series 2026 Bonds upon the occurrence of an Event of Default or an Event of Nonappropriation.

The Series 2026 Bonds and the interest thereon constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2026 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Trustee, the Net Proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Authority's interest in the Series 2026 Project subsequent to foreclosure of the lien of the Indenture and the Security Documents, the Series 2026 Bonds and the interest thereon are payable solely from Base Rentals, and, if paid, the Purchase Option Price paid by the City under the Master Lease. Payments under the Master Lease may be made only from City Funds (as defined in the Master Lease) which are legally available for such purpose.

Neither the Master Lease, the Series 2026 Bonds, nor the interest thereon shall constitute or give rise to a general obligation indebtedness of the City, or a charge against the City or its general credit or the taxing power of the City. Neither the City nor the Authority on its behalf, has pledged the credit of the City to the payment of the Series 2026 Bonds, the interest thereon or amounts due or to become due under the Master Lease. The Authority has no taxing power.

THE CITY IS NOT OBLIGATED TO APPROPRIATE CITY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE PURCHASE OPTION PRICE UNDER THE MASTER LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE CITY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2026 BONDS. THE MASTER LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE CITY'S PAYMENT OBLIGATIONS UNDER THE MASTER LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF DEFAULT. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE MASTER LEASE WILL TERMINATE AND THE SERIES 2026 BONDS AND THE INTEREST THEREON WILL BE PAYABLE SOLELY FROM AND TO

THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE TRUSTEE UNDER THE INDENTURE AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE AUTHORITY'S INTEREST IN THE SERIES 2026 PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE INDENTURE AND THE SECURITY DOCUMENTS, SUBJECT TO THE LIMITATIONS SET FORTH IN THE INDENTURE. A BONDHOLDER SHOULD NOT ANTICIPATE THAT IT WILL BE POSSIBLE TO FORECLOSE THE AUTHORITY'S INTEREST IN THE SERIES 2026 PROJECT AND LIQUIDATE, RELET OR SELL SUCH INTEREST AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT FOR AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2026 BONDS THEN OUTSTANDING PLUS ACCRUED INTEREST THEREON.

No deficiency judgment upon foreclosure may be entered against the City or the Authority and no breach of any provision of the Master Lease, the Security Documents, the Series 2026 Bonds or the Indenture shall impose any general obligation or liability upon or a charge against the City, the Authority, or the general credit or taxing powers of the City.

This Series 2026 Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Trustee in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2026 Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Authority, the Paying Agent and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Series 2026 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes and the Authority, the Paying Agent and the Trustee shall not be affected by any notice to the contrary.

The Series 2026 Bonds are subject to redemption prior to maturity at the times, upon the occurrence of the events and with notice all as found in the Indenture.

In the event of a redemption, acceleration, or any other similar transaction necessitating a reduction in aggregate principal amount of the Series 2026 Bonds, including any mandatory sinking fund redemption, a Bondholder shall make an appropriate notation on the Series 2026 Bonds certificate indicating the date and amounts of such reduction in principal, except in the case of final maturity in which case the certificate must be presented to the Paying Agent prior to payment. In the case of a discrepancy between the record of payments on the Series 2026 Bonds and the Bond Registrar's records, the Bond Registrar's records shall govern.

The Registered Owner of this Series 2026 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Master Lease or any Event of Default under the Indenture or the Security Documents, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2026 Bonds at any time by the Authority with the consent of the City (if an Event of Default does not then exist under the Master Lease) and the Registered Owners of not less than 66 2/3% in aggregate principal amount of the Series 2026 Bonds at the time Outstanding. The Indenture also permits waiver of compliance by the Authority with any terms of the Indenture with the consent of the City (if an Event of Default does not then exist under the Master Lease) and the Registered Owners of not less than 66 2/3% in aggregate principal amount of the Series 2026 Bonds at the time Outstanding. Any such consent or waiver by the Registered Owner of this Series 2026 Bond shall be conclusive and binding upon such Owner and upon all future holders of this Series 2026 Bond and of any Bond issued upon the transfer or exchange of this Series 2026 Bond whether or not notation of such consent or waiver is made upon this Series 2026 Bond. The Indenture also contains provisions permitting the Trustee to waive certain Events of Default under the Indenture and their consequences. The Indenture requires the written consent of the Trustee to any waiver or amendment of any provision of the Indenture or any supplemental indenture which modifies the rights, duties or immunities of the Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 2026 Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Series 2026 Bond and the issue of which it forms a part, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation. As required by the Act, the City has by resolution authorized the Authority to issue the Series 2026 Bonds and to execute and deliver the Master Lease, the Security Documents and the Indenture.

This Series 2026 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Authority has caused this Series 2026 Bond to be executed in its name by the facsimile or manual signature of its Chair/President and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary-Treasurer, and said officials do by the execution hereof adopt as and for the respective proper signatures their respective facsimile or manual signatures appearing hereon.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF HURRICANE, UTAH

(SEAL)

By: _____
Chair/President

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2026 Bonds of the issue described in the within- mentioned Seventh Supplemental Indenture of Trust.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

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

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature _____

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

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).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
7860 South Bingham Junction Blvd.
Midvale, Utah 84047

Pursuant to Section 3.3 of the Seventh Supplemental Indenture of Trust dated as of [_____], 2026, you are hereby authorized to pay the following costs of issuance from the Series 2026 Costs of Issuance Account:

[See Attached Schedule]

MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

By: _____
Chair/President

COSTS OF ISSUANCE

| Payee | Purpose | Amount |
|---|---|---|

index

MUNICIPAL BUILDING AUTHORITY OF
HURRICANE CITY, UTAH,
AS LESSOR

A Nonprofit Corporation Organized Under the Laws of
the State of Utah

and

HURRICANE CITY, UTAH, AS LESSEE

A Political Subdivision and Body Politic of
the State of Utah

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# MASTER LEASE AGREEMENT

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Dated as of April 1, 1999

---

Various interests of the Municipal Building Authority of Hurricane City, Utah in this Master Lease Agreement have been assigned to Zions First National Bank, as Trustee under the General Indenture of Trust and Pledge, dated as of the date hereof and between the Municipal Building Authority of Hurricane City, Utah and Zions First National Bank, as Trustee, and is subject to the security interest of Zions First National Bank, as Trustee under said Indenture.

# TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City .... 10
Section 2.2. Representations, Covenants and Warranties of the Authority . 11

ARTICLE III

DEMISING CLAUSE

ARTICLE IV

LEASE TERM

Section 4.1. Commencement of Lease Term ..... 14
Section 4.2. Termination of Lease Term ..... 15
Section 4.3. Effect on the City of Expiration or Termination of the Term of this Master Lease ..... 16
Section 4.4. Revised Schedule of Base Rentals and Option Price ..... 16

ARTICLE V

ENJOYMENT OF PROJECT

ARTICLE VI

PAYMENTS BY THE CITY

Section 6.1. Payments to Constitute a Current Expense of the City ..... 18
Section 6.2. Payment of Base Rentals ..... 18
Section 6.3. Payment of Additional Rentals with Respect to the Project .. 21
Section 6.4. Manner of Payment ..... 22
Section 6.5. Expression of Need for a Project by the City; Determination of Purchase Price ..... 22
Section 6.6. Nonappropriation ..... 23

| | | |
|---|---|---|
| Section 6.7. | Application of Base Rentals, Additional Rentals and Purchase Option Price | 24 |
| Section 6.8. | Request for Appropriation | 24 |


ARTICLE VII

ACQUISITION AND CONSTRUCTION OF PROJECTS


| | | |
|---|---|---|
| Section 7.1. | Agreement to Acquire and Construct the Projects | 26 |
| Section 7.2. | Application of Proceeds of Series 1999 Bonds | 26 |
| Section 7.3. | Disbursements From the Construction Fund | 26 |
| Section 7.4. | Furnishing Documents to the Trustee | 27 |
| Section 7.5. | Establishment of Completion Date; Disbursement of Balance of Construction Fund | 27 |
| Section 7.6. | Construction Contracts | 27 |
| Section 7.7. | Defaults Under Construction Contracts | 28 |
| Section 7.8. | Contractor's Performance and Payment Bonds | 28 |
| Section 7.9. | Contractor's General Public Liability and Property Damage Insurance | 28 |


ARTICLE VIII

TITLE TO THE PROJECTS; SECURITY INTEREST


| | | |
|---|---|---|
| Section 8.1. | Title to the Projects | 31 |
| Section 8.2. | Security Interest | 31 |


ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES


| | | |
|---|---|---|
| Section 9.1. | Maintenance of the Projects by the City | 32 |
| Section 9.2. | Modification of the Projects | 32 |
| Section 9.3. | Taxes, Other Governmental Charges and Utility Charges | 33 |
| Section 9.4. | Provisions Respecting Insurance | 34 |
| Section 9.5. | Public Liability Insurance | 35 |
| Section 9.6. | Worker's Compensation Coverage | 35 |
| Section 9.7. | Advances | 35 |
| Section 9.8. | Failure to Provide Insurance | 35 |
| Section 9.9. | Evidence and Notice Regarding Insurance | 36 |

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS

Section 10.1. Damage, Destruction and Condemnation . . . . . 37
Section 10.2. Obligation of the City to Repair and Replace the Project . . . . . 37
Section 10.3. Covenant to Seek Appropriation of Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair and Replace the Projects . . . . . 38
Section 10.4. Cooperation of the Authority and the Trustee . . . . . 38
Section 10.5. Condemnation of Property Owned by the City . . . . . 39

ARTICLE XI

DISCLAIMER OF WARRANTIES; COMPLIANCE WITH
LAWS AND RULES; OTHER COVENANTS

Section 11.1. Disclaimer or Warranties . . . . . 40
Section 11.2. Further Assurances and Corrective Instruments . . . . . 40
Section 11.3. City and Authority Representatives . . . . . 40
Section 11.4. Requirements of Law . . . . . 40
Section 11.5. Inspection of the Projects . . . . . 40
Section 11.6. Granting of Easements . . . . . 41
Section 11.7. Refunding Bonds . . . . . 41
Section 11.8. Issuance of Additional Bonds . . . . . 41

ARTICLE XII

CONVEYANCE OF THE PROJECT

Section 12.1. Conveyance of the Projects . . . . . 42
Section 12.3. Conveyance on Purchase of Projects . . . . . 43
Section 12.4. Relative Position of Option and Indenture . . . . . 43

ARTICLE XIII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION
AND SELLING

Section 13.1. The Authority to Grant Security Interest to Trustee . . . . . 44
Section 13.2. Assignment and Subleasing by the City . . . . . 44
Section 13.3. Release and Indemnification Covenants . . . . . 45
Section 13.4. References to Bonds Ineffective After Bonds Paid . . . . . 45

Section 13.5. Installation of the Furnishings and Machinery of the City . . . . . 45
Section 13.6. Equipment Purchased with Proceeds of the Bonds . . . . . 46

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.1. Events of Default Defined . . . . . 47
Section 14.2. Remedies on Default . . . . . 48
Section 14.3. Limitations on Remedies . . . . . 48
Section 14.4. No Remedy Exclusive . . . . . 48
Section 14.5. Agreement to Pay Attorneys' Fees and Expenses . . . . . 49
Section 14.6. No Additional Waiver Implied by One Waiver . . . . . 49

ARTICLE XV

MISCELLANEOUS

Section 15.1. Lease Term . . . . . 50
Section 15.2. Notices . . . . . 50
Section 15.3. Binding Effect . . . . . 50
Section 15.4. Severability . . . . . 50
Section 15.5. Amounts Remaining in the Bond Fund and Debt Service Reserve Fund; Dissolution . . . . . 50
Section 15.6. Amendments, Changes and Modifications . . . . . 51
Section 15.7. Execution in Counterparts . . . . . 51
Section 15.8. Net Lease . . . . . 51
Section 15.9. Applicable Law . . . . . 51
Section 15.10. Captions . . . . . 51
Section 15.11. No Personal Liability . . . . . 51

EXHIBIT "A" DESCRIPTION OF 1999 PROJECT . . . . . A-1
EXHIBIT "B" FORM OF REQUISITION . . . . . B-1

# MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (the "Master Lease") dated as of April 1, 1999, entered into by and between the MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH (the "Authority"), as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a General Indenture of Trust and Pledge of even date herewith (the "General Indenture"), and HURRICANE CITY, UTAH (the "City"), as lessee hereunder, a political subdivision and body corporate and politic under the Constitution and laws of the State of Utah;

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

WHEREAS, the City is a political subdivision and body corporate and politic duly existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the City has previously authorized and directed the creation of the Authority pursuant to provisions of a Resolution adopted December 6, 1990 (the "Creating Resolution"); and

WHEREAS, pursuant to the direction contained in the Creating Resolution, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the laws of the State of Utah, including, in particular, the provisions of the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended (the "Building Authority Act"), and the Utah Nonprofit Corporation and Co-operative Association Act, Title 16, Chapter 6, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"); and

WHEREAS, under the articles of incorporation of the Authority (the "Articles") the objects and purposes for which the Authority has been founded and incorporated are to acquire, construct, improve or extend any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City (collectively, the "Projects") and to finance or refinance the costs thereof on behalf of the City in accordance with the procedures and subject to the limitations of the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Bond Act" and together with the Building Authority Act and the Nonprofit Corporation Act, the "Act"), in order to accomplish the public purposes for which the City exists; and

WHEREAS, the Authority is possessed under the Articles of all powers set forth in the Act, the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property; and

WHEREAS, the Authority and the City desire to undertake the acquisition, construction and equipping of Projects and to finance or refinance all or a portion of the Costs of Acquisition and Construction thereof (as herein defined) through the issuance of Bonds by the Authority (as defined below); and

WHEREAS, the Authority and the City have previously undertaken the acquisition, construction and equipping of a new City Hall, a new swimming pool, and new baseball fields, and related improvements thereto for lease to the City (the "1997 Project") and, in order to achieve a debt service savings, now desire specifically to refinance the costs of acquisition and construction thereof through the issuance of the Authority's Lease Revenue and Refunding Bonds, Series 1990 (the "Series 1999 Bonds"); and

WHEREAS, the City Council of the City has reviewed and approved the estimated costs of refinancing the 1999 Project; and

WHEREAS, the City desires to lease, as lessee, on an annually renewable basis, the 1997 and 1999 Projects and any other Projects hereafter acquired by the Authority for lease to the City and the Authority desires to lease, as lessor, the 1997 and 1999 Projects and any other Projects hereafter acquired under the terms and provisions set forth in this Master Lease; and

WHEREAS, under the provisions of a resolution adopted on April 1, 1999 (the "City Resolution"), the City Council has authorized and approved the execution of this Master Lease, the General Indenture and a First Supplemental Indenture of even date herewith (the "First Supplemental Indenture" and collectively with the General Indenture, the "Indenture") between the Authority and Zions First National Bank, as trustee and the issuance of the Series 1999 Bonds; and

WHEREAS, pursuant to the provisions of a resolution adopted on April 1, 1999 (the "Authority Resolution"), the governing board of the Authority (the "Governing Board") has authorized, approved and directed the execution of this Master Lease and the Indenture and the issuance of the Series 1999 Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Articles, the Authority proposes to undertake the financing or refinancing of Projects (including the refinancing of the 1997 Project) and the leasing of such Projects to the City under the terms and provisions of this Master Lease; and

WHEREAS, the Authority proposes to refinance all or a portion of the Costs of Acquisition and Construction of the 1997 Project through the issuance of the Series 1999 Bonds; and

WHEREAS, the Authority may finance or refinance all or a portion of the Costs of Acquisition and Construction of other Projects through the issuance of its Bonds under the General Indenture; and

WHEREAS, all Bonds issued under the General Indenture will be secured as provided in the General Indenture including by means of Security Documents and a pledge and assignment of this Master Lease and certain revenues and receipts derived by the Authority from the Projects, all as more fully set forth in the Indenture:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS

All terms defined in Article I of the General Indenture, unless the context otherwise requires, shall have the same meaning in this Master Lease. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Master Lease and the Indenture, have the meaning herein specified.

"Act" means collectively, the Building Authority Act, the Nonprofit Corporation Act and, to the extent applicable, the Refunding Bond Act.

"Additional Rentals" means the cost of all taxes, insurance premiums and expenses payable by, and fees of, the Trustee with respect to the Bonds and other charges and costs which the City assumes or agrees to pay exclusively from City Funds under Section 6.3 of this Master Lease, together with all interest and penalties that may accrue thereon in the event that the City shall fail to pay the same, as specifically set forth herein.

"Amendment to Master Lease" means any amendment to this Master Lease between the Authority, as lessor, and the City, as lessee, entered into pursuant to and in compliance with the provisions of Section 15.6 of this Master Lease and Article XII of the General Indenture.

"Authority" means the Municipal Building Authority of Hurricane City, Utah, a nonprofit corporation organized under the laws of the State acting in the capacity of lessor under this Master Lease and as grantor under the Indenture, and any successor to the duties and functions of the Authority.

"Authority Representative" means the person or persons at any time designated to act on behalf of the Authority for purposes of performing any act on behalf of the Authority with respect to a Project by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Authority by any duly authorized officer of the Authority. Such certificate may designate an alternate or alternates. The Authority Representative may be an officer or employee of the Authority or the City.

"Base Rentals" means the payments payable by the City exclusively from City Funds pursuant to Section 6.2 hereof during the Original Term and any applicable Renewal Term hereof, which constitute the payments payable by the City for and in consideration of the right of use of the Projects during such Original Term and applicable Renewal Terms and the purchase option granted herein.

"Building Authority Act" means the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended.

"Business Day" means a legal business day on which banking business is transacted in the city in which the Trustee or Paying Agent has its principal corporate trust office.

"Completion Date" means the date of completion of construction of a Project, within the meaning of Section 17A-3-906 of the Building Authority Act, and of final acceptance by the City of such Project as provided in Section 7.5 herein.

"Construction Fund" means the Construction Fund established under the Indenture.

"Costs of Acquisition and Construction" means:

(1) obligations of the City or the Authority incurred for labor, materials and equipment in connection with a Project;

(2) the cost of payment, performance or other bonds and any and all types of insurance (including but not limited to title insurance) that may be necessary or appropriate to have in effect during the course of a Project;

(3) all costs of planning and designing a Project, including architectural, planning, engineering, legal and fiscal advisors' fees and the costs incurred by the City or the Authority for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper and timely completion of such Project;

(4) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the acquisition and construction of a Project;

(5) the cost of equipment and furnishings for a Project, the cost of acquiring a site for a Project (or any interest therein) and all other costs authorized by the Building Authority Act which are considered to be a part of the costs of a Project in accordance with generally accepted accounting principles, including but not limited to interest accruing on the Bonds during the period required to complete the acquisition and construction of such Project and for not more than twelve (12) months after the Completion Date;

(6) any sums required to reimburse the Authority or the City for advances by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to a capital account in respect of a Project;

(7) such amounts as the governing body of the Authority shall find to be necessary to provide necessary working capital in connection with a Project; and

(8) all expenses connected with the authorization, sale and issuance of a series of Bonds and the refunding of any Bonds, including the initial fees of the Trustee, escrow agent, rating agency fees, bond insurance premiums, fees for outside attorneys or accountants, whose opinions are required to obtain the issuance of the Bonds, financial advisors' fees and commissions and printing costs, those amounts as the Authority shall find necessary to establish reserves and maintenance, repair, replacement, and contingency funds and accounts, and the interest on Bonds for a reasonable time prior to, during, and for a reasonable period of time after completion of a Project.

"City" means Hurricane City, Utah, a political subdivision and body corporate and politic duly established and existing under and by virtue of the Constitution and laws of the State, and any entity succeeding to its rights and obligations under this Master Lease. Any reference herein to the "governing body" of the City shall refer to the City Council of the City and to any successor governing body as authorized by applicable law.

"City Funds" means all revenues, receipts and other legally available moneys, including, without limitation, (i) payments received by the City from operation of the Projects, (ii) amounts representing capitalized interest during the construction of a Project and (iii) moneys derived from ad valorem property taxes and other taxes, all to the extent the same are budgeted and appropriated by the governing body of the City for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price hereunder during the Original or any Renewal Term in which this Master Lease may be in effect.

"City Representative" means the person at any time designated to act on behalf of the City for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor of the City Council or any duly authorized officer thereof. Such certificate may designate an alternate or alternates. the City Representative may be an officer or employee of the Authority or the City.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established under the Indenture.

"Event of Default" means one or more events of default as defined in Section 14.1 herein.

"Event of Nonappropriation" means a failure by the City to renew this Master Lease by failing or refusing to budget and appropriate sufficient City Funds for the payment of all or any part of the Base Rentals and Additional Rentals for any Renewal

Term hereof as set forth in Sections 4.1 and 6.6 hereof. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the governing body of the City fails or refuses to adopt a final budget in accordance with applicable law which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term as contemplated by Section 4.1 hereof or on any earlier or later date on which the Trustee receives written notice from the City that the governing body of the City has failed or refused to make such appropriations and the term of this Master Lease will not be renewed; provided, however, that the Trustee may waive any Event of Nonappropriation which is cured by the City within a reasonable time if, in the Trustee's judgment, such waiver is in the best interests of the Bondholders, except as otherwise provided in Section 4.1 hereof. Notwithstanding anything herein to the contrary, the City's failure or refusal to adopt a final budget in accordance with applicable law within the time provided by Section 4.1 hereof which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term shall constitute an Event of Nonappropriation.

"Fiscal Year" means the twelve-month period used from time to time by the City for its financial accounting purposes.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the City and not due to its negligence.

"General Indenture" means the General Indenture of Trust and Pledge dated as of April 1, 1999, by and between the Authority and the Trustee.

"Indenture" means the General Indenture and any supplements or amendments thereto entered into in compliance with the provisions of Article XI of the General Indenture.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State and who is not a full-time employee of the Authority, the City or the Trustee.

"Lease Term" means the duration of the leasehold estate created in the Projects as provided in Article IV of this Master Lease, including the Original Term and the Renewal Terms, if any.

"Master Lease" means this Master Lease Agreement dated as of April 1, 1999, as the same shall be amended from time to time.

"Net Proceeds", when used with respect to (i) any performance or payment bond proceeds, (ii) proceeds from policies of insurance required hereby (including any self-insurance), (iii) any condemnation award, (iv) proceeds resulting from a default under a contract relating to the acquisition and construction of a Project (including liquidated damages, if any), or (v) the proceeds of any liquidation of all or portions of a Project, means the amount remaining after deducting all expenses (including, without limitation, attorneys' fees, Trustee's fees and costs) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"1997 Project" means the acquisition, construction and equipping of the City Hall, a swimming pool and baseball fields and related improvements, all as more fully described in Exhibit"A" hereto.

"1999 Project" means the construction of certain storm drain improvements, all as more fully described on Exhibit "A" hereto.

"Nonprofit Corporation Act" means the Utah Nonprofit and Co-operative Association Act, Title 16, Chapter 6, Utah Code Annotated 1953, as amended.

"Original Term" means the portion of the Lease Term which terminates on June 30, 1999.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or which the City may, pursuant to the provisions of Article IX of this Master Lease, permit to remain unpaid; (ii) this Master Lease including any security interests granted herein; (iii) utility access and other easements and rights of way, restrictions and exceptions which the City Representative and the Authority Representative certify in writing to the Trustee will not interfere with the operation of the Projects or impair the marketability of title to the Projects or the general security provided for the Bondholders of the Bonds; (iv) the Indenture, the Security Documents and related financing statements; (v) the ownership interests of the City in any real or personal property which is the subject of any lease between the City and the Authority that is entered into in the furtherance of any Project; (vi) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question; and (vii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Projects and as do not, in the opinion of Independent Counsel, materially impair the operation or marketability of title to the Projects.

"Project or Projects" has the meaning ascribed to that term in the Indenture and includes the 1997 Project and 1999 Project.

"Purchase Option Price" means an amount payable, at the option of the City, at any time for the purpose of terminating the payment obligation of the City under this Master Lease with respect to a Project and purchasing the Authority's interest in such Project, which amount, when added to the amounts then on deposit in the Bond Fund and the subaccount within the Debt Service Reserve Fund with respect to such Project (other than moneys held by the Trustee for the payment of the Bonds under the Indenture not deemed Outstanding), shall be sufficient (i) to pay, defease, retire and/or redeem all the Outstanding Bonds of the Series of Bonds issued to finance or refinance the particular Project in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the relevant Bonds and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, and fee and expenses of the City, the Authority and the Trustee), (ii) in case of redemption, to make arrangements satisfactory to the Trustee for the giving of the required notice of redemption and (iii) to make any payment of rebate with respect to the Bonds to be paid, defeased, retired and/or redeemed.

"Refunding Bond Act" means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

"Rentals" means all Base Rentals and Additional rentals payable during the Original Term and each Renewal Term under this Master Lease.

"Renewal Terms" means the optional Renewal Terms of the Lease Term as provided in Article IV of this Master Lease.

"Series 1999 Bonds" means the Authority's Lease Revenue and Refunding Bonds, Series 1999, issued in the aggregate principal amount of $2,453,000.

"Trustee" means Zions First National Bank, and its successors and any association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

## ARTICLE II

## REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Authority and the Trustee as follows:

(a) The City is a political subdivision and body corporate and politic duly existing as such within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Master Lease and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Master Lease. The City agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The Authority has by this Master Lease leased the Project and may pursuant to this Master Lease lease other projects to the City as hereinafter provided. It is understood by the parties hereto that the Authority has all rights, title and interest in the 1999 Project, subject to Permitted Encumbrances.

(c) During the Lease Term, the Project will at all times be used for purposes which are within and consistent with the legal rights, powers and authority of the Authority and the City under the Constitution and laws of the State.

(d) The City is not in default under any of the provisions of the laws of the State which default would affect its existence or its powers referred to in this Section 2.1(a) hereof. Neither the execution and delivery of this Master Lease nor the issuance and sale by the Authority of its Bonds, nor the performance by the City of its obligations under this Master Lease will constitute on the part of the City a breach of or a default under, any existing law, court or administrative regulation, decree, order or any material agreement, indenture, mortgage, lease or any other instrument to which the City is subject or by which it is or may be bound.

(e) There is no action, suit or proceeding pending or, to the best knowledge of the City, threatened, or any basis therefor, before any court or administrative agency which may adversely affect the City or ability of the City to perform its obligations under this Master Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the City of this Master Lease or in connection with the

carrying out by the City of its obligations under this Master Lease have been obtained.

(f) The Project constitutes a "project" within the meaning of the Building Authority Act.

(g) The Project as constructed or to be constructed complies with all presently applicable state and local building and zoning ordinances.

(h) The acquisition and construction of the Project has been or will be accomplished in accordance with all applicable laws and is necessary and appropriate for accomplishing one or more of the authorized functions or public purposes of the City and is suitable for such purpose and in furtherance of the purposes of the City and the best interests of the citizens of the City.

Section 2.2. Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants for the benefit of the City and the Trustee as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing under the laws of the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into this Master Lease and has duly authorized and approved the execution and delivery of this Master Lease by proper corporate action.

(b) The Authority agrees that, so long as this Master Lease has not been terminated, it will maintain its corporate existence, will continue to be a corporation in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided in this Master Lease (or similar leases), and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

(c) The Authority has acquired ownership of the Project (subject to Permitted Encumbrances) and has completed the acquisition, construction and equipping of the Project. The Authority will lease the Project to the City as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

(d) The Authority will not pledge the Base Rentals, the Additional Rentals, Purchase Option Price or any of its other rights under this Master Lease and will not assign its interest in or encumber the Project except as provided hereunder or under the Indenture and the Security Documents. All property and

moneys received by the Authority from the City will, so long as no Event of Nonappropriation or Event of Default shall occur, be applied for the benefit of the City, and all property and moneys received by the Authority under this Master Lease with respect to the Project and under the Indenture for the Bondholders of the Bonds will be applied for the proportionate benefit of said Bondholders.

(e) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority except Permitted Encumbrances.

(f) Except as otherwise provided in this Master Lease, the Indenture and the Security Documents, the Authority will not assign this Master Lease, its rights to payments from the City or its duties and obligations under this Master Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(g) The Authority will not use any of the proceeds of the sale of the Series 1999 Bonds in a manner not authorized by the terms of this Master Lease, the Indenture or the exhibits hereto and thereto.

(h) There is no action, suit or proceeding pending or, to the best knowledge of the Authority, threatened, or any basis therefor, before any court or administrative agency which might adversely affect the Authority or the ability of the Authority to perform its obligations under this Master Lease, the Indenture and the Security Documents. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Authority of this Master Lease, the Indenture, the Security Documents or in connection with the carrying out by the Authority of its obligations under this Master Lease, the Indenture and the Security Documents have been obtained.

## ARTICLE III

## DEMISING CLAUSE

The Authority hereby demises and leases the Project, and the City leases the same from the Authority, subject only to Permitted Encumbrances in accordance with the provisions of this Master Lease, to have and to hold under this Master Lease unless sooner terminated as expressly provided herein. Nothing in this Master Lease shall be construed to require the City to operate the Project other than as the lessee hereunder or to exercise its right to purchase any or all of the Project or any portion thereof as provided in Article XII of this Master Lease.

The Trustee shall be empowered, after an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Master Lease, the Indenture or the Security Documents, to collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees, and apply the net amount collected to the Base Rentals and Additional Rentals required herein, but no such collection shall be deemed a waiver of any agreement, term, covenant or condition hereof, or the acceptance of any sublessee as lessee hereunder.

The Authority warrants and covenants that it has a leasehold interest in and to the site on which the Project is located and has acquired, improved, constructed, equipped and furnished or will acquire, improve, construct, equip and furnish the Project for the exclusive use of the City or other sublessees, subject to Permitted Encumbrances. The Authority will cause to be furnished to the Trustee at the time of delivery of the Series 1999 Bonds, title insurance or an endorsement thereof which meets the requirements of Section 2.4 of the General Indenture.

## ARTICLE IV

## LEASE TERM

Section 4.1. Commencement of Lease Term. The Original Term shall commence as of the date of delivery of the Series 1999 Bonds and shall terminate at midnight on June 30, 1999. The Lease Term may be continued, solely at the option of the City, beyond the expiration of the Original Term for an additional one year, the first "Renewal Term", and for 18 consecutive additional Renewal Terms thereafter each of one year in duration (except that the final Renewal Term shall commence July 1, 2017 and end on June 1, 2018), upon the City having adopted a final budget in accordance with applicable law prior to the end of the then-current Original Term or Renewal Term, as the case may be, that appropriates specifically with respect to this Master Lease sufficient City Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the City shall have elected to continue the Lease Term for the next following Renewal Term and shall have given adequate notice thereof as contemplated by Section 17A-3-905(3)(a) of the Building Authority Act. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals and Purchase Option Price shall be as otherwise specified in Schedule I attached hereto for each such Renewal Term, as such Schedules may be revised as provided in Section 4.4 hereof.

Within five (5) days after the adoption of such final budget, the City shall deliver written notice to the Trustee stating that the City has extended the term of this Master Lease for the succeeding Renewal Term, describing in reasonable detail the actions taken by the governing body of the City (if such actions are then required to pay any Rentals hereunder or, if no such actions are then required, explaining the reasons therefor) to appropriate funds sufficient for the purpose of paying the Base Rentals and reasonably estimated Additional Rentals (as provided in Sections 6.2 and 6.3 hereof) to become due during such succeeding Renewal Term. Unless the Trustee shall have previously received the foregoing notice applicable to the next succeeding Renewal Term, the Trustee shall, at least 20 days prior to the last day of each Fiscal Year, make inquiry of the City as to whether the City has extended the term of this Master Lease and whether the governing body of the City shall have made the appropriation necessary to pay the Base Rentals and reasonably estimated Additional Rentals to become due during such succeeding Renewal Term. The City shall deliver written notice to the Trustee as soon as practicable, but in no event later than the expiration of the Original Term or the then current Renewal Term, stating (as the case may be) that: (i) the governing body of the City has failed or refused to appropriate, specifically with respect to this Master Lease, moneys sufficient to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term and stating what actions the City and its officials propose to take with respect to this Master Lease, the Projects and any budgetary procedures for any Base Rentals and Additional Rentals that may thereafter accrue, or (ii) that the City has extended the

from adopting its final budget for the fiscal year in question due to the procedural requirements of State law described below.

In the event the governing body of the City is precluded, solely as a result of notice, hearing or other procedural requirements imposed by State law in connection with the adoption of a final budget (such as the requirements contained in Sections 59-2-918 through 59-2-923, Utah Code Annotated 1953, as amended), from adopting a final budget on or prior to the last day of any Fiscal Year, no Event of Nonappropriation shall be deemed to have occurred as a result of the failure to so adopt a final budget, provided that: (i) prior to the last day of such Fiscal Year, the governing body of the City shall have adopted a tentative budget which includes a tentative appropriation of City Funds sufficient to pay the Base Rentals and reasonably estimated Additional Rentals to become due during the succeeding Renewal Term; (ii) prior to the last day of such Fiscal Year, the City shall have delivered to the Trustee a copy of the tentative budget adopted by its governing body and a notice stating that it is the intention of the governing body to renew the Lease Term upon the adoption of the final budget; (iii) any Base Rentals or Additional Rentals described in the preceding paragraph, and provided further that any Rentals which become due and payable pursuant to the terms of this Master Lease prior to the adoption of such final budget shall be paid by the City in accordance with the tentative budget adopted by the governing body of the City; and (iv) the governing body of the City shall adopt a final budget on or before the last date allowable under applicable law that includes the appropriation of City Funds required under this Section 4.1 to renew the Lease Term. The City shall promptly file a copy of the final budget so adopted by its governing body with the Trustee.

Section 4.2. Termination of Lease Term. The Lease Term shall terminate upon the first to occur of the following events:

(a) the expiration of the Original Term or Renewal Term of this Master Lease during which an Event of Nonappropriation shall occur;

(b) the exercise by the City of its option to purchase the Authority's interest in all of the Projects, granted under the provisions of this Master Lease;

(c) an Event of Default and the election of the Authority or the Trustee to terminate this Master Lease under Article XIV hereof;

(d) the discharge of the lien of the Indenture under Article VIII thereof;

(e) the termination of the Lease Term pursuant to Section 10.3 of this Master Lease under the conditions provided therein; or

(f) the last day of the final Renewal Term of this Master Lease, upon payment of all Base Rentals and Additional Rentals required hereunder.

Section 4.3. Effect on the City of Expiration or Termination of the Term of this Master Lease. The expiration or termination of the term of this Master Lease as to the City's right of possession and use of the Projects pursuant to Section 4.2 hereof shall terminate all obligations of the City under this Master Lease (except to the extent that the City incurred any obligation to pay Rentals from moneys theretofore appropriated and available for such purpose) and shall terminate the City's rights of use, occupancy and operation of the Projects; provided, however, that all other terms of this Master Lease and the Indenture, including all obligations of the Trustee with respect to the Bondholders and the receipt and disbursement of funds, shall be continuing until the liens of the Indenture are discharged or foreclosed, as provided in the Indenture, except that all obligations of the City to pay any amounts to the Bondholders and the Trustee hereunder shall thereafter be satisfied only as provided in the Indenture. The termination or expiration of the term of this Master Lease as to the City's right of possession and use pursuant to Section 4.2 hereof, in and of itself, shall not discharge the lien of the Indenture.

Section 4.4. Revised Schedule of Base Rentals and Option Price. Upon partial redemption of any Series of Bonds pursuant to the Indenture, or the issuance of Additional Bonds or Refunding Bonds pursuant to the Indenture, the Authority shall provide the City and the Trustee with a revised schedule of Base Rentals which schedule shall take into account such redemption or issuance and shall be and become for all purposes thereafter Schedule I to this Master Lease setting forth the Base Rentals.

## ARTICLE V

## ENJOYMENT OF PROJECTS

The Authority hereby covenants to provide the City during the Lease Term with quiet use and enjoyment of the Projects, and the City shall, by keeping and performing the agreements and covenants on its part contained in this Master Lease, during the Lease Term peaceably and quietly have and hold and enjoy the Projects, without suit, trouble or hindrance from the Authority, the Trustee or the Bondholders, except as expressly set forth herein and in the Indenture and the Security Documents. Neither the Authority, the Trustee nor any Bondholder shall interfere with such quiet use and enjoyment during the Lease Term so long as no Event of Default or Event of Nonappropriation shall have occurred. The Authority shall, at the request of the City and at the cost of the City, join in any legal action in which the City asserts its right to such possession and enjoyment, to the extent that the Authority may lawfully do so. In addition, the City may at its own expense join in any legal action affecting its possession and enjoyment of the Projects and shall be joined as a party in any action affecting its liabilities hereunder.

The Authority and the Trustee and their respective designated representatives shall have the right at all reasonable times during business hours (and in emergencies at all times) to enter into and upon the Projects for the purpose of inspecting the same, for any purpose related to the Authority's or the Trustee's obligations or rights under this Master Lease or for any other lawful purpose.

## ARTICLE VI

## PAYMENTS BY THE CITY

Section 6.1. Payments to Constitute a Current Expense of the City. The City and the Authority acknowledge and agree that the obligation of the City to pay Base Rentals and Additional Rentals under this Master Lease constitutes a current expense of the City payable exclusively from City Funds and shall not in any way be construed to be an obligation or indebtedness of the City within the meaning of Sections 3 or 4 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the City concerning the creation of indebtedness. No provision of this Master Lease shall be construed or interpreted (i) to require the governing body of the City to appropriate any money to pay the Base Rentals, the Additional Rentals or the Purchase Option Price, or (ii) as a lending of the credit of the City within the meaning of Section 29 of Article VI of the Utah Constitution. Neither the City, nor the Authority on its behalf, has pledged the credit of the City to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or the interest thereon, and neither this Master Lease, the Indenture nor the Bonds shall directly or contingently obligate the City to apply money, or to levy or pledge any form of taxation, to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price or the Bonds or any interest thereon except as expressly provided herein.

Section 6.2. Payment of Base Rentals.

(a) The City shall pay Base Rentals exclusively from City Funds. The City shall pay Base Rentals during the Original Term and any Renewal Term in such amounts as shall be sufficient to pay principal and interest when due on the Bonds. The Base Rentals shall be payable directly to the Trustee in semiannual payments at the times and manner and in the amounts as specified in the schedule of Base Rental payments attached as Schedule I hereto as shall equal the interest payments falling due on the Bonds on the next succeeding Interest Payment Date and the principal payments falling due on the Bonds either by regularly scheduled maturities or by mandatory sinking fund redemption, on the next succeeding principal payment date, such that there shall be on deposit with the Trustee at least fifteen days prior to each principal and/or interest payment date on the Bonds an amount sufficient to make such payment. The City understands that the Base Rental Payment Schedule attached as Schedule I may be revised from time to time based on the redemption of Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds or Refunding Bonds allowed under the Indenture. The City hereby agrees to pay the Base Rentals in accordance with the Base Rental Payment Schedule attached hereto as Schedule I hereto as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the principal of certain Bonds or to pay the principal of the Additional Bonds or Refunding Bonds and interest on such Additional Bonds or

Refunding Bonds in an amount necessary to enable the sale of the Additional Bonds or Refunding Bonds at par.

In addition, in the event the market value of the amount on deposit in the Debt Service Reserve Fund is, for any reason, reduced below the Debt Service Reserve Requirement, the City shall, in the event it elects to renew this Master Lease during the following Renewal Term, and as a condition of renewal, pay to the appropriate Trustee in two substantially equal semiannual payments additional Base Rentals during the following Renewal Term, in an amount sufficient to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement. Notwithstanding anything contained herein to the contrary, no payment of Base Rentals or Additional Rentals shall be required to be paid prior to the Completion Date of any one Project with respect to which such Rentals are being paid.

(b) In the event that (1)(A) a portion of a Project (the "Completed Portion of the Project") financed with a separate Series of Bonds is accepted by the City for use and occupancy under this Master Lease, and (B) the acquisition and construction of additional portions of the Projects (the "Uncompleted Portion of the Project") financed with one or more Series of Bonds (other than the Series of Bonds described in (A) above) have yet to be completed, and (2) an Event of Default (as defined in the Indenture) occurs under the Indenture due to the failure to complete the Uncompleted Portion of the Project, the City and the Authority hereby agree, as follows:

(x) The City consents to the provisions of Section 9.15 of the Indenture governing such an Event of Default; and

(y) The City shall, subject to the occurrence of an Event of Nonappropriation hereunder, continue to pay Base Rentals and Additional Rentals with respect to the Completed Portion of the Project, and this Master Lease shall remain in full force and effect with respect to the Completed Portion of the Project.

(c) In the event that less than all of any one Project is initially made available for use, occupancy and operation and the City accepts a portion of any one Project for its use, occupancy and operation pending final completion of the remainder of any one such Project, any Base Rentals paid by the City with respect to any one such Project shall be prorated in a manner so as to reflect the fair rental value of that portion of the Project then available for use, occupancy and operation by the City and so used, occupied and operated.

(d) The amount of the Base Rentals otherwise payable by the City hereunder shall be reduced by an amount equal to (i) earnings on the investment of the Bond Fund, and (ii) moneys transferred to the Bond Fund from the Debt

Service Reserve Fund pursuant to the last paragraph of Section 5.10 of the Indenture. Each payment of Base Rentals shall be in consideration for the use of the Project by the City during the six-month period commencing on the May 15 or November 15, as applicable, next preceding the Bond Payment Date to which such Base Rental payment is attributable and for the option to purchase the Project granted herein.

(e) The payments of Base Rentals and Additional Rentals under this Master Lease for each Renewal Term during the term of this Master Lease shall constitute the total Rentals which are payable for said Renewal Term and shall be paid by the City for and in consideration of the right of use, occupancy and operation of the Project and the continued quiet use and enjoyment of the Project for and during said Renewal Term. The parties hereto agree that such total Rentals will represent the fair rental value of the Project. In making such determination, the parties will give consideration to the costs of financing the Costs of Acquisition and Construction of the Project, the uses and purposes of the Project and the benefits therefrom which will accrue to the parties to this Master Lease and the general public by reason of the Project.

(f) Notwithstanding the foregoing, the City may not elect to renew this Master Lease in part and in the event it desires to renew this Master Lease must appropriate an amount sufficient to pay Base Rentals attributable to all of the Project which has been delivered for occupancy (or any portion thereof, in proportion to such available portion).

(g) It is understood and agreed by the City that, subject to the terms of this Master Lease and the Indenture, all Base Rentals payable under this Section 6.2 by the City, as well as the Purchase Option Price, if paid with respect to any or all of the Projects, are assigned by the Authority to the Trustee for the benefit of the Bondholders as set forth in the Indenture. The City assents to such assignment. The Authority hereby directs the City, and the City hereby agrees to pay to the Trustee at its principal office, all Base Rentals payable by the City pursuant to this Section 6.2 and, if paid, the Purchase Option Price.

(h) The amount of the Base Rentals and Purchase Option Price otherwise payable shall be reduced as appropriate to reflect any redemption of Bonds and/or the purchase of Bonds and the cancellation thereof in advance of their maturity. If at any time the amounts held by the Trustee in the Bond Fund and the Debt Service Reserve Fund (other than moneys held for the payment of Bonds not deemed Outstanding) shall be sufficient to pay at the times required the principal of and interest and premium, if any, on all of the Bonds then Outstanding, the City shall not be obligated to pay any further Base Rentals hereunder.

Section 6.3. Payment of Additional Rentals with Respect to the Projects. In addition to the Base Rentals and as part of the total consideration for the use of the Projects and the option to purchase any or all of the Projects, and commencing upon the execution and delivery of this Master Lease and continuing throughout the period that the City pays Base Rentals, the City shall pay or shall cause to be paid the following Additional Rentals, exclusively from City Funds, during the Original Term and any Renewal Terms thereof as hereinafter provided:

(a) the annual fee of the Trustee for the ordinary services of the Trustee rendered and their ordinary expenses incurred under the Indenture;

(b) the reasonable fees and charges of the Trustee and any paying agent appointed under the Indenture with respect to the Bonds for acting as paying agent as provided in the Indenture;

(c) the reasonable fees and charges of the Trustee for extraordinary services rendered by it and extraordinary expenses incurred as Trustee under the Indenture;

(d) the reasonable out-of-pocket expenses of the Authority relating to the Projects not otherwise required to be paid by the City under the terms of this Master Lease;

(e) the costs of maintenance and repair of the Projects as required under Section 9.1 hereof;

(f) the costs of taxes, governmental charges, utility charges, management and operations expenses, liens and encumbrances with respect to the Projects as required under Section 9.3 hereof;

(g) the costs of casualty, public liability and property damage and worker's compensation insurance with respect to the Projects as required under Sections 9.4, 9.5 and 9.6 hereof;

(h) the amount of any tax or excise on the Base Rentals, Additional Rentals, Purchase Option Price or any other tax, however described, levied, assessed or imposed by the United States Government, the State or any political subdivision or any taxing authority thereof against the Authority; and

(i) an amount equal to any franchise, succession, capital levy or transfer tax or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the Base Rentals, Additional Rentals or the Purchase Option Price payable by the City pursuant to this Master Lease;

(j) any amounts required to be deposited to the Rebate Fund established with respect to a Series of Bonds; and

(k) during any Renewal Term following an Original Term or Renewal Term in which there was an insufficiency of Net Proceeds as described in Section 10.2 hereof, an amount equal to the insufficiency of Net Proceeds required to repair, replace, restore or modify the affected Project.

The Additional Rentals specified in subsections (a), (b), (c), (j) and (i) shall be payable to the Trustee and shall be due and payable within ten days after notice in writing from said Trustee to the City stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided herein or in the Indenture, the Additional Rentals specified in subsections (d), (e), (f), (g), (h), and (i), shall be payable to the Authority or directly to the person or entity with respect to which such costs or fees were incurred and shall be due and payable at such time as the Authority or such person or entity shall require.

Section 6.4. Manner of Payment. The Base Rentals, Additional Rentals and, if paid, the Purchase Option Price, shall be paid exclusively from City Funds and in lawful money of the United States of America. The obligation of the City to make payment of the Base Rentals and Additional Rentals required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided hereunder. Notwithstanding any dispute between the City and the Authority, the Trustee, any Bondholder, any contractor or subcontractor retained with respect to the construction and equipping of a Project, any supplier of labor or materials in connection therewith or any other person, the City shall pay all payments of Base Rentals and Additional Rentals, from and to the extent of available City Funds, when due, and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. The obligation of the City to pay Base Rentals and Additional Rentals during the Original Term and the then-current Renewal Term shall be absolute and unconditional in all events, except as expressly provided herein, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances.

Section 6.5. Expression of Need for a Project by the City; Determination of Purchase Price.

(a) The City hereby finds as of the date of this Master Lease, that it has an essential need for the Project to carry out and give effect to the public purposes of the City, the City and the Authority hereby agree and determine that the Base Rentals and Additional Rentals with respect to the Project are reasonable and that the Purchase Option Price with respect to the Project represents, as of the end of

the Original Term or any Renewal Term, a reasonable purchase price for the Project. In making such determination the City and the Authority have given consideration to the costs of the Project, the cost of financing the Project, the uses and purposes for which the Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of the Project pursuant to the provisions of this Master Lease.

(b) The City must find that, as of the date of the execution of an Amendment to this Master Lease relating to a Project, the City then has an essential need for such Project which is the subject of the Amendment to Master Lease to carry out and give effect to the public purposes of the City. At the time of execution of such Amendment to Master Lease, the City and the Authority must agree and determine that the Base Rentals and Additional Rentals with respect to the Project that is the subject of such Amendment to Master Lease payable are reasonable and that the Purchase Option Price represents, as of the end of the Original Term or any Renewal Term, a reasonable purchase price for such Project. In making such determination the City and the Authority will give consideration to the costs of such Project, the cost of financing such Project, the uses and purposes for which such Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of such Project pursuant to the provisions of this Master Lease.

Section 6.6. Nonappropriation. In the event that sufficient City Funds shall not be budgeted and appropriated by the City, in a final budget adopted within the time permitted by Section 4.1 hereof, for the payment of the (i) Base Rentals becoming due during such Renewal Term, and (ii) such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy, then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the City shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the City has elected to continue this Master Lease for a Renewal Term by budgeting and appropriating sufficient City Funds for the payment of Base Rentals and Additional Rentals hereunder the City shall, as of the first day of such Renewal Term, be obligated to pay such Base Rentals and Additional Rentals during such Renewal Term. If the City fails to pay any Base Rentals or Additional Rentals due under this Master Lease, or upon an Event of Nonappropriation the City shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate. The Trustee shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Projects as trustee for the benefit of the Bondholders of the Bonds and the Trustee shall be further entitled to all moneys then on hand and being held in all funds created under the Indenture, less any moneys then due and owing to the Trustee for services performed as trustee thereunder. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided

herein shall be held by the Trustee under the Indenture for the benefit of the Bondholders as set forth in said Indenture until the principal of, premium, if any, and interest on the Bonds are paid in full and other amounts payable under the Indenture are paid in full and other amounts payable under the Indenture are paid and any excess shall thereafter be paid to the City.

Section 6.7. Application of Base Rentals, Additional Rentals and Purchase Option Price. All Base Rentals, the Additional Rentals specified in subsections (a), (b), (c), (j) and (i) of Section 6.3 hereof, and, if paid by the City, the Purchase Option Price shall be paid to the Trustee for application in accordance with the Indenture.

Section 6.8. Request for Appropriation. During the Lease Term, the City covenants and agrees as follows:

(a) (i) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the City in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any and all City Funds then legally available for such purpose), to pay the Base Rentals and reasonably estimated Additional Rentals (calculated pursuant to Section 6.3 hereof) for the Projects during the next succeeding Renewal Term, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the City for its consideration seeks an appropriation of City Funds sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under the Uniform Fiscal Procedures Act for Utah Cities, Title 10, Chapter 6, Utah Code Annotated 1953, as amended (the "Uniform Fiscal Procedures Act"). The City has made the necessary appropriations for the fiscal year commencing July 1, 1998. The next such inclusion in the City's annual tentative budget shall be made under applicable law prior to the fiscal year commencing July 1, 1999, so that the Base Rentals and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the City shall be made in each fiscal year thereafter so that the Base Rentals and Additional Rentals to be paid during the succeeding Renewal Term will be available for such purposes as long as the governing body of the City determines to approve such amount in the final budget as adopted.

(b) To effect the covenants set forth in (a) above, the City hereby directs its "budget officer" (as such term is defined in the Uniform Fiscal Procedures Act), or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the City, in any year in which this Master Lease is in effect, items for all payments

required for the ensuing Renewal Term under this Master Lease. It is hereby expressed as the intention of the City that the decision to renew or not to renew the term of this Master Lease is to be made solely by the governing body of the City at the time it considers for adoption of the final budget for each of its fiscal years and corresponding Renewal Terms hereunder, and not by any official of the City, acting in his or her individual capacity as such. In this connection, the City hereby covenants and agrees that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Base Rentals or Additional Rentals without the express prior approval of the governing body of the City.

## ARTICLE VII

## ACQUISITION AND CONSTRUCTION OF PROJECTS

Section 7.1. Agreement to Acquire and Construct the Projects. The City and the Authority agree that the Authority shall cause the Projects to be acquired and constructed as herein provided, all of which construction, shall be made in accordance with the plans and specifications for such Projects as approved by the City. The City hereby agrees that in order to effectuate the purposes of this Master Lease, it authorizes on behalf of the Authority, to make, execute, acknowledge and transmit any other contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the carrying out and furtherance of the acquisition and construction of the Projects.

The Authority agrees to carry out or to cause to be carried out the acquisition, construction and equipping of any Project through the application of moneys to be disbursed from the Construction Fund by the Trustee utilizing a requisition request complying with the requirements of Section 7.3 herein.

The Authority agrees to cause all Projects to be constructed with all reasonable dispatch, subject only to delays caused by Force Majeure excepted.

The City hereby covenants, to the extent permitted by applicable law, to use all legally available funds and to seek additional legally available funds to the extent necessary to complete the acquisition, construction and equipping of any Project as herein required, or to make certain design changes in such Projects to the extent necessary to complete the acquisition, construction and equipping of such Project with moneys then available for such purposes in the Construction Fund.

Section 7.2. Application of Proceeds of Series 1999 Bonds. The proceeds from the sale of the Series 1999 Bonds shall be applied as set forth in the First Supplemental Indenture.

Section 7.3. Disbursements From the Construction Fund. The Authority has in the Indenture authorized and directed the Trustee to make payments from the Construction Fund under the Indenture to pay the Costs of Acquisition and Construction of the Projects. So long as no Event of Nonappropriation or Event of Default has occurred and is continuing, the Trustee is hereby authorized to disburse the amounts on deposit in the Construction Fund, as provided herein.

Such payments shall be made upon receipt by the Trustee of a requisition in substantially the form attached hereto as Exhibit "B" and signed by the City Representative. Notwithstanding anything herein to the contrary, the Trustee shall have the right to conduct a physical inspection of the Project being acquired or constructed prior

to making any such disbursement pursuant to a written requisition, which physical inspection shall take place no later than five days after the City Representative submits each written requisition.

Section 7.4. Furnishing Documents to the Trustee. The Authority and the City agree to cause such requisitions to be directed by the City to the Trustee as may be necessary to effect payments out of the Construction Fund in accordance with Section 7.3 of this Master Lease.

Section 7.5. Establishment of Completion Date; Disbursement of Balance of Construction Fund. The Completion Date with respect to any one Project shall be evidenced to the Trustee by a certificate signed by the City Representative and the Authority Representative stating that, except for amounts retained by the Trustee at the direction of the Authority for any Costs of Acquisition and Construction not then due and payable, (i) the acquisition, construction, installation and improvement of such Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition, construction, installation and improvement have been paid for, (ii) all other facilities necessary in connection with such Project have been constructed, acquired and installed to their satisfaction, (iii) such Project is suitable and sufficient for its intended purposes, and (iv) all costs and expenses incurred in the acquisition, construction and equipping of such Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Trustee shall retain in the applicable Construction Fund account an aggregate sum equal to the amount estimated by the City Representative and the Authority Representative to be necessary for payment of the Cost of Acquisition and Construction not then due and payable. All moneys then on hand in such Construction Fund account in excess of the amount to be retained shall be transferred by the Trustee to the Bond Fund to be used by the Trustee as provided in the related Supplemental Indenture.

Section 7.6. Construction Contracts. The City must certify that each Construction Contract executed in connection with a Project must provide that, upon an Event of Nonappropriation or an Event of Default, the Construction Contract will be fully and freely assignable to the Trustee without the consent of any other person; and that, if the Construction Contract is assumed by the Trustee, the Contractor will perform the agreements contained in the Construction Contract for the Trustee. Each Construction Contract must also provide that, upon an Event of Nonappropriation, an Event of Default or damage to, or destruction or condemnation of, the Project as described in Section 10.1 hereof, the Trustee may terminate such Contract, and the contractor shall then be entitled to payment only from amounts available therefor in the Construction Fund and only for work done prior to such termination. The City agrees that upon the occurrence of an Event of Nonappropriation or an Event of Default and upon receipt of a written request from the Trustee, it will assign to the Trustee all of its right, title and interest in and to all

Construction Contracts and other Project documents. Each Construction Contract shall be for a fixed price and shall require the contractor to provide 100% payment and performance bonds as provided in Section 7.8 hereof. In the event of any change order resulting in the performance of additional work in connection with the construction of the Project, the amount of such bonds pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project. The City shall have and keep on file and available for inspection by the Authority and the Trustee copies of the Project documents (except Project documents which are in the possession of the Trustee), as soon after the commencement of the Master Lease Term as such Project documents shall become available to the City and throughout the Master Lease Term.

Section 7.7. Defaults Under Construction Contracts. In the event of any material default under any construction contract, or in the event of a material breach of warranty thereunder with respect to any materials, workmanship or performance, the City and the Authority shall promptly proceed, either separately or in conjunction with others, to pursue diligently their remedies against the contractor in default and/or against each surety on any bond securing the performance of such construction contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees, Trustee's fees and costs) and, after reimbursement to the City or the Authority of any amounts theretofore paid by the City or the Authority and not previously reimbursed to the City or the Authority for correcting or remedying the default which gave rise to the proceedings against the contractor or surety, shall be paid into the applicable Construction Fund account if received before the Completion Date, and shall be used for Costs of Acquisition and Construction of the relevant Project, or, if after said date, at the direction of the Authority, shall be transferred by the Trustee into the Bond Fund created under the Indenture to pay principal and/or interest next coming due on the related Series of Bonds.

Section 7.8. Contractor's Performance and Payment Bonds. Each contractor retained by the City or the Authority in connection with the construction of a Project shall be required to furnish a performance bond and a labor and material payment bond on forms acceptable to the City. Such bond shall be made payable to the Trustee but retained by the City and shall be executed by a corporate surety licensed to transact business in the State and shall be in the full amount of the contract price for such contractor's portion of such Project. If, at any time during the construction of a Project, the surety on such bond shall be disqualified from doing business in the State, an alternate surety shall be selected with the approval of the Trustee and any costs therefore shall be paid by the City.

Section 7.9. Contractor's General Public Liability and Property Damage Insurance. Each contractor and subcontractor retained by the City or the Authority in connection with the construction of a Project shall be required to procure and maintain comprehensive general public liability and property damage insurance as applicable, at his

own cost and expense, in an amount that is consistent with prudent practice during the duration of such contractor's contract. Such policies shall carry loss payable endorsements in favor of the Trustee under the Indenture. Such insurance shall include a provision prohibiting cancellation or amendment without thirty (30) days' prior notice by certified mail to the Trustee. A certificate of insurance on a form acceptable to the Trustee shall be provided to the Trustee with respect to each contractor. Such insurance shall provide protection from all claims for bodily injury, including death, and all claims for destruction of or damage to the respective Project arising out of or in connection with such contractor's performance of his contract, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the contractor or such subcontractor. All limitations of liability contained in such insurance policy or policies and set forth on such certificate of insurance, and any exclusions provided therein, shall be approved by the City.

Section 7.10. Contractor's Builder's Risk Completed Value Insurance. Unless otherwise obtained by the City, each contractor and subcontractor retained by the City in connection with the construction of a Project shall be required to procure and maintain during the term of his contract and until such Project is accepted and insured by the Authority and the City, builder's risk completed value insurance upon the building, facilities or improvements constructed or to be constructed, in whole or in part, by such contractor or subcontractor, insuring against loss or damage caused by fire, malicious mischief, vandalism and such other hazards as may be insured against in the standard extended coverage provisions of such policies used in the State. Such policies shall contain a waiver of subrogation by the issuer of each such policy with respect to the Trustee under the Indenture. Such policies may contain deductible amounts of not more than the amount that is then customary for such policies. Copies of such insurance policies, or certificates with respect thereto, shall be provided to the Trustee. Such insurance coverage shall be in an amount at least equal to the contract price for such contractor's or subcontractor's work. In the event of any change order resulting in the performance of additional work in connection with a Project, the amount of such insurance shall be increased to include the cost of such additional work, as well as materials and fixtures to be incorporated in such Project.

Such builder's risk completed value insurance policies shall carry loss payable endorsements in favor of the Trustee under the Indenture. No agency or employee of the City or the Authority shall have the power to adjust or settle any loss with respect to a Project without the prior written consent of the Trustee. Such insurance shall contain provisions prohibiting cancellation or amendment without thirty (30) days' prior written notice to the Authority and the Trustee.

Section 7.11. Contractor's Worker's Compensation Insurance. Each contractor and subcontractor retained in connection with the construction of a Project shall be required to procure and maintain worker's compensation insurance during the term of his contract as required by the laws of the State, covering his employees working thereunder,

which coverage shall also include occupational disease. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled or amended without thirty (30) days' prior written notice to the City. A certificate issued by the worker's compensation insurance fund of the State indicating such coverage or, if such insurance is provided by a private carrier, a completed certificate of insurance shall, upon request, be provided to the Trustee with respect to each contractor and subcontractor retained in connection with the construction of a Project. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such contract shall be required to furnish similar worker's compensation insurance, including occupational disease coverage.

Section 7.12. Proceeds of Certain Insurance Policies and Performance Bonds. The Net Proceeds of any performance or payment bond or insurance policy required by Sections 7.8, 7.9 and 7.10 of this Master Lease shall be deposited with the Trustee and applied as provided in Section 10.2 of this Master Lease and Section 5.16 of the General Indenture.

Section 7.13. Investment of Construction Fund, Bond Fund, Rebate Fund and Debt Service Reserve Fund Moneys. Subject to the provisions of Article VI of the Indenture, any moneys held as a part of the Construction Fund, the Bond Fund, the Debt Service Reserve Fund or the Rebate Fund or any other fund created under the Indenture shall be invested and reinvested by the Trustee upon the written direction of the City in Investment Obligations as defined in the Indenture.

The Trustee may make any and all such investments through its own bond department. All such investments shall at all times be a part of the fund (the Construction Fund, the Bond Fund, the Debt Service Reserve Fund, the Rebate Fund or such other fund, as the case may be) from where the moneys used to acquire such investments shall have come, and all income and profits on such investments shall be credited to, and losses thereon shall be charged against, such funds, provided, however, that any moneys held in the Debt Service Reserve Fund in excess of its Debt Service Reserve Requirement as set forth in the Indenture shall be transferred to the Bond Fund. The Trustee shall not be liable or responsible for making any investment or for any loss resulting therefrom, if such investment is made in conformity with this Master Lease and the Indenture.

## ARTICLE VIII

## TITLE TO THE PROJECTS; SECURITY INTEREST

Section 8.1. Title to the Projects. A fee simple interest or leasehold interest, as applicable, in the site of the Projects and title to the Projects and any and all additions, repairs, replacements or modifications thereto, shall be held in the name of the Authority, subject to Permitted Encumbrances, at all times until conveyed to the City as provided in Section 12.1 of this Master Lease. The City shall not have any right, title or interest in a Project or any additions, repairs, replacements, modifications or fixtures thereto except as expressly set forth herein.

Section 8.2. Security Interest. To secure the payment of all of the obligations of the Authority under the Indenture, the Authority shall grant to the Trustee a security interest in the Projects and the Base Rentals received by the Authority under this Master Lease. Upon execution of this Master Lease, the City, and the Authority agree that the Authority shall execute the Security Documents and the Indenture. The Authority agrees that the Authority Representative shall, on its behalf, execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to the Authority and the Trustee, which the Authority or the Trustee reasonably deems necessary or advisable to establish and maintain the security interests to be granted pursuant to this Section 8.2. Such financing statements shall be filed in the office of the Division of Corporations and Commercial Code of the State and recorded in the office of the County Recorder of the County where the City is located. The Authority, the City, and the Trustee shall execute from time to time such continuation statements as will be necessary to preserve and protect the security interest granted under the provisions in this Section 8.2.

## ARTICLE IX

## MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1. Maintenance of the Projects by the City. The City shall, at its own expense from available City Funds, operate, manage, keep and maintain the Projects (or cause the Projects to be operated, managed, kept and maintained) in good working order, condition and repair, including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of: (1) any federal, state, county, municipal, or other governmental or quasi-governmental agencies and bodies having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and (3) all insurance companies insuring all or any part of the Projects. The foregoing shall not be construed to prohibit the City from challenging the validity or applicability of such laws, rules, ordinances, orders and regulations and to defer compliance until the challenge has been completed.

It is understood and agreed that in consideration of the payment by the City of the Base Rentals and Additional Rentals herein provided for, the Authority is only obligated to provide the Projects in the manner, at the times and to the extent herein provided, and neither the Authority, the Trustee nor any owner of any Bond shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Projects during the term of this Master Lease.

Without limiting the generality of the foregoing, the City shall, as if the City were the absolute owner thereof, assume all responsibility for the Projects (including all surfaces of the buildings and entrances thereto, foundations, ceilings, roof, all glass and show window moldings and all partitions, doors, fixtures, equipment, and appurtenances thereto, including lighting and plumbing systems and fixtures, sewage facilities, electric motors and heating, ventilating and air-conditioning systems, and all landscaping, parking lots, driveways, fences and signs located on the sites where the Projects are located and all sidewalks and parkways located adjacent to the sites where the Projects are located) and pay all costs or cause the payment of all costs of any kind (including operating costs and costs of repair, whether of a capital nature or otherwise) associated therewith.

Section 9.2. Modification of the Projects. The City shall have the privilege of remodeling any Project or making substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to this Master Lease, the Indenture and the Security Documents, and shall also be included under the terms hereof and thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage such Project or cause it to be used for purposes other than those authorized under the provisions of this

Master Lease, and the Constitution and laws of the State; and provided, however, that such Project, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Article IX shall be of a fair rental value not less than the fair rental value of such Project immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. The City shall not permit any mechanic's or other lien to be established or remain against the Projects for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the City; provided, however, that if the City shall first notify the Trustee of the intention of the City so to do, the City may in good faith contest any mechanic's or other lien filed or established against the Projects, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the City that, in the opinion of Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Indenture and the Security Documents will be materially endangered or the Projects or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Trustee will cooperate fully with the City in any such contest, upon the request and at the expense of the City. Any property for which a substitution or replacement is made pursuant to this Section 9.2 may be disposed of by the City in any manner and in the sole discretion of the City.

Section 9.3. Taxes, Other Governmental Charges and Utility Charges. In the event that a Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against such Project, an Additional Rental, from and to the extent of City Funds, shall be paid, or cause to be paid, by the City equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the City is obligated to pay Base Rentals. The City shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Authority) on the rentals and revenues derived therefrom or hereunder. The City shall also pay, or shall cause to be paid, as Additional Rentals, from and to the extent of available City Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

As long as the City is in possession of the Projects and except as otherwise provided herein, it shall keep it free and clear of all liens, charges and encumbrances (except Permitted Encumbrances and any encumbrances arising through the Authority) and

shall have the responsibility for all management, operations, maintenance and repair of the Projects. The City in its discretion may discharge its responsibility hereunder by: (1) using its own employees; or (2) contracting for services; or (3) subleasing portions of the Projects, subject to the provisions of this Master Lease and the Indenture; or (4) any combination of such methods. No such contract or sublease shall place a greater burden on the Authority than provided herein, nor infringe upon rights granted to or retained by the Authority hereunder, nor violate or in any way impair the Authority's obligations under the Indenture or any other instrument, if any, securing any debt or borrowings by the Authority, all or substantially all the proceeds of which are to be used to finance Projects.

The City may, at the expense and in the name of the City, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom provided the City shall first deposit with the Trustee, or in court, a bond or other security satisfactory to the Trustee pursuant to the Security Documents unless the Trustee shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Indenture and the Security Documents will be materially endangered or the Projects or any portion thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith. In the event that the City shall fail to pay any of the foregoing items required by this Section 9.3 to be paid by the City, the Trustee may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at a rate per annum equal to the Base Rate, the City agrees to pay from and to the extent of available City Funds.

Section 9.4. Provisions Respecting Insurance. The City agrees to insure or cause to be insured the Projects against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Projects. The term "full insurable value" as used herein shall mean the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the principal amount of all Bonds then Outstanding of the Series which financed said Project (or applicable portions thereof in case said Series of Bonds financed more than one Project). Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Projects but other properties in the amounts required by the previous sentence.

Any insurance policy issued pursuant to the preceding paragraph of this Section 9.4 shall be so written or endorsed as to make losses, if any, payable to the Trustee. The Net Proceeds of the insurance required in this Section 9.4 shall be applied as provided in

Section 10.2 hereof or, at the option of the City, Section 10.3 hereof. Each insurance policy provided for in Section 9.4 hereof shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the City, the Authority or the Trustee without first giving written notice thereof to the City, the Authority and the Trustee at least thirty (30) days in advance of such cancellation or modification. Copies of all insurance policies issued pursuant to this Section 9.4 or Section 9.5 hereof, or certificates evidencing such policies, shall be deposited with Trustee.

Section 9.5. Public Liability Insurance. The City agrees to carry or cause to be carried public liability insurance with one or more reputable insurance companies in amounts that are typically carried by governmental entities of the same size as the City for property damage for any occurrence. In the event that the limits on governmental liability established by Section 63-30-34, Utah Code Annotated 1953, as amended, are increased, the amounts required by this Section 9.5 shall be deemed to be increased to such higher amounts. If self-insurance is not utilized, the Authority and the Trustee shall be made additional insureds under such policies. The insurance required by this Section 9.5 may be by blanket insurance policy or policies or self-insurance meeting the following requirements: (i) such program must provide for disbursements therefrom without action (other than a ministerial action) of the governing body of the City and (ii) such program shall be reviewed at least annually by an actuarial consultant (including professional staff of the City), to insure that the reserves established are sufficient for the risks intended to be covered by such program. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority and the Trustee.

Section 9.6. Worker's Compensation Coverage. At all times from the date hereof until the end of the Lease Term, the City shall, either by a policy of insurance or by self-insurance, maintain or cause to be maintained worker's compensation coverage with respect to officers, agents and employees of the City working in, on or about the Projects, including coverage for occupational diseases.

Section 9.7. Advances. In the event the City shall fail to maintain the full insurance coverage required by this Master Lease or to keep the Projects in good repair and operating condition, the Trustee may take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; which amounts, together with interest thereon at a rate per annum equal to the Base Rate, the City agrees to pay, from and to the extent of available City Funds.

Section 9.8. Failure to Provide Insurance. In the event the Authority is required under Security Documents to reimburse the Trustee for any insurance policies required by this Article, the City will promptly pay directly to the Trustee all premiums for said insurance, and until payment is made by the City therefor, the amount of all such premiums which have been paid by the Trustee shall bear interest at the Base Rate. The

City shall, upon the Authority's reasonable request, deposit with the Trustee in monthly installments an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Article. The City further agrees, upon the Authority's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to the Trustee. If at any time and for any reason the funds deposited with the Trustee are or will be insufficient to pay such amounts as may then or subsequently be due, the Authority shall notify the City and the City shall immediately deposit an amount equal to such deficiency with the Trustee.

Section 9.9. Evidence and Notice Regarding Insurance. Evidence of the insurance required by Sections 9.4 and 9.5 hereof shall be provided by the City to the Trustee annually on or before the anniversary date of issuance of the Series of Bonds which financed the applicable Project. Unless self-insurance is provided, policies providing said insurance shall require that notice of cancellation of any said insurance must be furnished to the Trustee by the insurance carrier thirty (30) days in advance of cancellation.

## ARTICLE X

## DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.1. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Projects or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Projects or any material portion thereof or the Projects or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of a Project shall become apparent; or (iv) title to or the use of all or any material portion of the Projects shall be lost by reason of a defect in title thereto, the City shall be obligated, subject to the provisions of Section 10.3 of this Master Lease, to continue to pay the amounts specified in Sections 10.2, 6.2 and 6.3 of this Master Lease regardless of whether said Project or Projects shall have been accepted.

Section 10.2. Obligation of the City to Repair and Replace the Project. Subject to the provisions of Section 10.3 of this Master Lease, the City, the Authority, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to a Project or Projects to be deposited in the Construction Fund if received before the Completion Date and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of said Project or Projects by the City upon receipt of a requisition acceptable to the Trustee signed by the City Representative, stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Construction Fund or separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation; and (v) such other documents and information as the Trustee requires. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the applicable Series of Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund or separate trust fund shall be paid to the City. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the City shall, from and to the extent of available City Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any

payments pursuant to the provisions of this Section 10.2, the City shall not be entitled to any reimbursement therefor from the Authority, the Trustee or the Bondholders of the Bonds nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under Sections 6.2 and 6.3 of this Master Lease. The City further agrees that any repair, restoration, modification or improvement paid for in whole or in part from such Net Proceeds shall be subject to the security afforded by the Indenture, this Master Lease and the Security Documents, and shall be included under the terms hereof.

Section 10.3. Covenant to Seek Appropriation of Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair and Replace the Projects. In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of a Project or Projects required under Section 10.2 of this Master Lease, the appropriate budget officers of the City shall, within 30 days of notice of such insufficiency, seek an appropriation from the City Council of the City for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace said Project or Projects under Section 10.2 of this Master Lease may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals hereunder with respect to said Project or Projects, and possession of said Project or Projects as well as all rights created pursuant to this Master Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to said Project or Projects (except for moneys held in the Rebate Fund and held for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the applicable Series of Bonds. Thereafter, the Authority's interest in said Project or Projects may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture, Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the applicable Series of Bonds on the next succeeding redemption date. Such redemption of the applicable Series of Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture.

Section 10.4. Cooperation of the Authority and the Trustee. The Authority and the Trustee shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Master Lease and in the prosecution or defense of any

prospective or pending condemnation proceeding with respect to a Project or Projects or any portion thereof or any property of the City in connection with which said Project or Projects is used and will, to the extent it may lawfully do so, and shall permit the City to litigate in any proceeding resulting therefrom in the name and behalf of the Authority and the Trustee. In no event will the Authority or the Trustee voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding or any part thereof without the written consent of the City Representative.

Section 10.5. Condemnation of Property Owned by the City. The City shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Projects.

## ARTICLE XI

## DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 11.1. Disclaimer or Warranties. NEITHER THE AUTHORITY NOR THE TRUSTEE MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECTS OR ANY OF THE EQUIPMENT OR FIXTURES THEREIN OR ANY OTHER REPRESENTATION OR WARRANTY. In no event shall the Authority or the Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Master Lease or the existence, furnishing, functioning or the use by the City of any item, product or service provided for herein.

Section 11.2. Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Projects hereby leased or intended so to be or for carrying out the intention hereof.

Section 11.3. City and Authority Representatives. Whenever under the provisions hereof the approval of the City or the Authority is required, or the City or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the City by the City Representative and for the Authority by the Authority Representative, and any party hereto and the Trustee shall be authorized to act on any such approval or request.

Section 11.4. Requirements of Law. During the Lease Term, the City and the Authority shall observe and comply promptly with all current and future laws, ordinances, orders, rules and regulations as the same become effective, of the federal, state, county and city governments and of all courts or other governmental authorities having jurisdiction over the Projects or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Projects, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Projects or any portion thereof, whether the same are in force at the commencement of the Lease Term or may in the future be passed, enacted or directed.

Section 11.5. Inspection of the Projects. The City and the Authority agree that the Trustee and their duly authorized agents shall have the right at all reasonable times to enter upon the Projects and to examine and inspect the same. The Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine the books,

records, reports and other papers of the City and the Authority with respect to the Projects.

Section 11.6. Granting of Easements and Releases. As long as no Event of Nonappropriation or an Event of Default with respect to the Projects shall have happened and be continuing, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any property or rights included in this Master Lease and the Indenture, free from the security interest afforded by or under this Master Lease, the Indenture and the Security Document or the City may release portions of the sites on which a Project or Projects is located or existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the Authority agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver, any instrument necessary or appropriate to confirm and grant or release such portion of the Project site or any such easement, license, right of way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the City Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of such Project or Projects or any material portion thereof; and (iii) an opinion of counsel to the City that such grant or release will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated hereby or under this Master Lease, the Indenture or the Security Documents.

Section 11.7. Refunding Bonds. Refunding Bonds may be issued by the Authority in accordance with the provisions of Section 2.13 of the General Indenture and with a corresponding effect on the Base Rentals and Additional Rentals due under this Master Lease as provided in Section 4.4 hereof.

Section 11.8. Issuance of Additional Bonds. Additional Bonds may be issued by the Authority in accordance with the provisions of Section 2.14 of the General Indenture and with a corresponding effect on the Base Rentals and Additional Rentals due under this Master Lease as provided in Section 4.4 hereof.

## ARTICLE XII

## CONVEYANCE OF THE PROJECTS

Section 12.1. Conveyance of the Projects.

(a) The Authority's right and interest in and to all of the Projects shall be transferred, conveyed and assigned by the Authority to the City:

(i) Upon payment by the City of the then applicable Purchase Option Price and upon giving not less than thirty (30) days prior written notice to the Authority and the Trustee; or

(ii) Upon payment by the City of all Base Rentals and Additional Rentals required to be paid under this Master Lease during the Original Term and each of the Renewal Terms; or

(iii) Upon the discharge of the lien of the Indenture under Article VIII thereof.

Under the Indenture, the Trustee shall agree to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Indenture or the Security Documents upon the payment in full of all of the Bonds.

(b) The City understands that the Purchase Option Price may be revised from time to time based on certain redemptions of Bonds (other than mandatory sinking fund redemptions or the issuance of any Additional Bonds or Refunding Bonds authorized under the Indenture. In the event the City so elects to purchase all of the Projects as provided herein, the City hereby agrees to pay such applicable Purchase Option Price (together with the other amounts constituting the purchase price for the Projects as provided herein) as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the Bonds or the issuance of Additional Bonds or Refunding Bonds. Nothing herein shall be construed to create any obligation of the City to purchase the Projects.

Section 12.2. Release of a Project Upon Payment of Related Series of Bonds. In addition to the purchase option set forth above, the City is hereby granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under this Master Lease, a Project may be released from the lien created with respect to the Bonds and the Indenture and this Master Lease and transferred to the City (subject to Permitted Encumbrances and liens and encumbrances resulting from the failure

of the City to perform or observe the agreements on its part contained in this Master Lease or otherwise consented to by the City), if (i) the City shall deposit with the Trustee the Purchase Option Price for such Project; and (ii) there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of such Project will not adversely affect the excludability of interest on the Bonds from federal gross income of the owners thereof, if applicable. The City shall be obligated to pay all costs of the Trustee and the Authority in providing for the transfer and release of any Project or portion thereof.

Section 12.3. Conveyance on Purchase of Projects. At the closing of any purchase of any or all of the Projects pursuant to the option to purchase granted in this Master Lease, the Authority shall, upon receipt by the Trustee of the Purchase Option Price, or upon the payment by the City of all Base Rentals and Additional Rentals required, or upon discharge of the lien of the Indenture as the case may be, deliver to the City the following:

(a) If necessary, a release by the Trustee of the lien under the Indenture and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by this Master Lease with respect to the Project or Projects to be released, the Indenture and the Security Documents.

(b) All necessary documents conveying to the City good and marketable title to the Project or Projects to be released as it then exists subject to the following: (i) the right, title and interest of the City in such Project or Projects; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Master Lease; and (iv) Permitted Encumbrances, other than the Indenture, this Master Lease, the Security Documents and any financing statements filed by the Authority pursuant to this Master Lease with respect to the Project or Projects to be released or the Indenture.

Section 12.4. Relative Position of Option and Indenture. The purchase option granted to the City in Section 12.1 hereof with respect to all of the Projects shall be and remain prior and superior to the Indenture and may be exercised whether or not an Event of Nonappropriation or an Event of Default shall have occurred and be continuing hereunder or under the Indenture; provided, however, that such option must be exercised before the later of (i) ninety days after notification in writing by the Trustee to the City of the occurrence of an Event of Default under the Indenture, or (ii) the ultimate disposition of the Project or Projects upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the City must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation.

## ARTICLE XIII

## ASSIGNMENT, SUBLEASING, INDEMNIFICATION AND SELLING

Section 13.1. The Authority to Grant Security Interest to Trustee. The parties hereto agree that pursuant to the Indenture, the Authority shall assign to the Trustee, in order to secure payment of the Bonds, all of the Authority's right, title and interest in this Master Lease, except the Authority's rights to compensation from the City for expenses of the Authority under Section 6.3(d) of this Master Lease, the Authority's rights to indemnification from the City under Section 13.3 of this Master Lease and the obligation of the City to pay any attorneys' fees and expenses incurred by the Authority under Section 14.5 of this Master Lease.

Section 13.2. Assignment and Subleasing by the City. This Master Lease may not be assigned by the City for any reason. All or portions of a Project may be subsequently subleased by the City without the necessity of obtaining the consent of the Authority, the Trustee or any Bondholder; subject, however, to each of the following conditions:

(a) a Project may only be subleased to a municipality, school district, agency or other political subdivision of the City or the State, or to a private party if the Authority or the City intends to own such Project through the useful life of such Project, and the Authority or the City determines that such ownership of such Project furthers a legitimate public purpose;

(b) this Master Lease and the obligations of the City to make payment of Base Rentals and Additional Rentals under this Master Lease shall at all times during the Lease Term remain obligations of the City notwithstanding any sublease;

(c) The City shall, prior to the execution of a sublease, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of each sublease;

(d) any such sublease shall be expressly subordinate to the rights of the Trustee and the Bondholders under the Indenture, this Master Lease and the Security Documents; and

(e) receipt by the Trustee of an opinion of bond counsel to the effect that such sublease will not in and of itself cause interest on the Bonds issued to finance such Project to be included in gross income of the owners thereof (if such Bonds were issued bearing tax-exempt interest).

After an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Master Lease, the Indenture or the Security Documents, the Trustee may collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees.

Section 13.3. Release and Indemnification Covenants. To the extent of the Net Proceeds of the insurance coverage of the City, the City shall and hereby agrees to indemnify and save the Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from any work or thing done on, the Projects during the Lease Term from: (i) any condition of the Projects; and (ii) any act or negligence of the City or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. the City shall indemnify and save the Authority and the Trustee harmless, from and to the extent of available moneys as set forth above, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Authority or the Trustee, shall defend them or either of them in any action or proceeding.

In exchange for the City's agreement to indemnify the Trustee and the Authority as provided in this Section 13.3, the Authority and Trustee hereby agree to assert or reassign to the City any cause of action that they might individually or as a group have against any third parties for the benefit of the City. Furthermore, in no event will the Authority or Trustee voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Projects without the written consent of the City Representative.

Section 13.4. References to Bonds Ineffective After Bonds Paid. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and all fees and charges of Trustee, all references in this Master Lease to said Bonds and Trustee shall be ineffective and neither the Trustee nor the Bondholders shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested.

Section 13.5. Installation of the Furnishings and Machinery of the City. The City or any sublessee of the City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in a Project or Projects. All such machinery, equipment and other tangible property, except any machinery, equipment and other tangible property substituted for machinery, equipment and tangible property purchased with proceeds of the Bonds as provided in Section 13.6 hereof, shall remain the sole property of the City or sublessee of the City, in which neither the Authority nor the Trustee shall have any interest and may be removed by the City or sublessee of the City at any time; provided, however, that the City or sublessee of the City shall be obligated to repair any damage to the Project or Projects, at its own cost and expense, resulting from any such removal.

Section 13.6. Equipment Purchased with Proceeds of the Bonds. Any item of equipment shall be labeled, to the extent practicable, to indicate that it is owned by the Authority, subject to the Indenture, the Security Documents and this Master Lease. Equipment financed with proceeds of the Bonds may not be relocated by the City from the Projects. Any item of such equipment which shall be determined by the City to be no longer usable in connection with the operation of the Projects may be sold by the City after written notice to the Trustee and upon (i) substitution of equipment of comparable or greater value or (ii) deposit of the proceeds thereof in the Bond Fund. Upon any such sale, the equipment so sold shall be released from the Indenture, this Master Lease, the Security Documents and the security interest created thereunder and hereunder.

## ARTICLE XIV

## EVENTS OF DEFAULT AND REMEDIES

Section 14.1. Events of Default Defined. Any one of the following shall be an "Event of Default" under this Master Lease:

(a) Failure by the City to pay any Base Rentals or Additional Rentals required to be paid under Sections 6.2 and 6.3 of this Master Lease at the time specified therein, in the absence of an Event of Nonappropriation, for a period of five days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee or, in any event, a failure by the City to make such payments within fifteen days after the date on which they are due; or

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not unreasonably withhold their consent to an extension of such time if corrective action shall be instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(c) The City shall abandon any material portion of a Project; or

(d) The City's interest in this Master Lease or any part thereof shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted hereunder; or

(e) The City shall file any petition or institute any proceedings wherein or whereby the City seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or seeks a reorganization or a readjustment of the City's debts, or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the City and the same shall not have been dismissed or otherwise resolved in favor of the City within sixty days from the filing or institution thereof.

The foregoing provisions of this Section 14.1 are subject to the following limitations: (i) the obligations of the City to make payments of the Base Rentals and Additional Rentals as provided in Sections 6.2 and 6.3 of this Master Lease shall be subject to the occurrence of an Event of Nonappropriation; and (ii) if, by reason of Force Majeure, the City shall

be unable, in whole or in part, to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Article VI hereof, the City shall not be deemed in default during the continuance of such inability. the City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City.

Section 14.2. Remedies on Default. Whenever any Event of Default referred to in Section 14.1 of this Master Lease shall have happened and be continuing, subject to the limitations contained in the Indenture, the Trustee or the Authority with the written consent of the Trustee, shall have the right, at their or its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Immediately reenter and take possession of the Projects;

(b) Exercise any rights or remedies as the Trustee may have under the Security Documents; or

(c) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Project, including, without limitation, the right to terminate the Lease Term.

The obligation of the City to vacate the Projects as provided in Section 6.6 of this Master Lease shall also apply to an Event of Default. Any moneys collected pursuant to action taken under this Section 14.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Section 14.3. Limitations on Remedies. No judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under this Master Lease, except as expressly provided herein. In the event the security interest created under the Indenture, this Master Lease or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default or an Event of Nonappropriation, no deficiency judgment may be entered against the City or the Authority.

Section 14.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority and the Trustee is intended to be exclusive, 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. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised

from time to time and as often as may be deemed expedient. In order to entitle the Authority and the Trustee to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 14.5. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the City under this Section 14.5 shall be subject to the availability of City Funds and the obligation of the Authority shall be limited to amounts legally available therefor.

Section 14.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE XV

## MISCELLANEOUS

Section 15.1. Lease Term. This Master Lease shall remain in effect from the date hereof until the termination of the Lease Term as provided in Section 4.2 of this Master Lease.

Section 15.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, the Municipal Building Authority of Hurricane City, Utah, 147 North 870 West, Hurricane City, Utah, Attention: Secretary; if to the City, Hurricane City, Utah, 147 North 870 West, Hurricane City, Utah, Attention: City Recorder; if to the Trustee, Zions First National Bank, 10 East South Temple, 3rd Floor, Salt Lake City, Utah, Attention: Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the City shall also be given to the Trustee. The Authority, the City, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.3. Binding Effect. This Master Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in Sections 2.2(f) and 13.2 of this Master Lease.

Section 15.4. Severability. In the event any provision of this Master Lease (other than the obligation of the City to pay Base Rentals or Additional Rentals) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and in the event any provision of this Master Lease were to invalidate the Bonds, such provision shall be rendered invalid and unenforceable, but shall not invalidate or render unenforceable any other provision hereof.

Section 15.5. Amounts Remaining in the Bond Fund and Debt Service Reserve Fund; Dissolution. It is agreed by the parties hereto that any amounts remaining in the Bond Fund and the Debt Service Reserve Fund upon expiration or sooner termination of the Lease Term, as provided in this Master Lease, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of Trustee and any paying agents in accordance with the Indenture and all other amounts due under the Indenture, shall belong to and be paid to the City by the Trustee as an overpayment of Base Rentals and Additional Rentals. Upon dissolution of the Authority, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and

payment in full of other obligations of the Authority, any assets and net earnings of the Authority shall be paid to the City in accordance with the Act.

Section 15.6. Amendments, Changes and Modifications. Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Master Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee in accordance with provisions of the Indenture.

Section 15.7. Execution in Counterparts. This Master Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.8. Net Lease. This Master Lease shall be deemed and construed to be a "net lease," and the City shall pay absolutely net during the Lease Term the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

Section 15.9. Applicable Law. This Master Lease shall be governed by and construed in accordance with the laws of the State.

Section 15.10. Captions. The captions or headings in this Master Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Master Lease.

Section 15.11. No Personal Liability. No person executing this Master Lease or any of the Bonds, the Indenture or the Security Documents shall be subject to personal liability or accountability by reason of such action or the issuance of the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Master Lease to be executed in its corporate name with its corporate seal hereunto affixed and attested by a duly authorized officer. The City has executed this Master Lease in its name with its seal hereunto affixed and attested by a duly authorized officer. All of the above occurred as of the date first above written.

MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

By _____
President

ATTEST AND COUNTERSIGN:

By _____
Secretary

(SEAL)
Municipal Building Authority of the City of Hurricane Utah
Corporate Seal

HURRICANE CITY, UTAH

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder

(SEAL)
CITY OF HURRICANE
CORPORATE
SEAL

In the County of Washington, State of Utah, on this 9th day of April, 1999, before me, the undersigned notary, personally appeared Douglas Turner and Clark R. Fawcett, the President and Secretary of the Municipal Building Authority of Hurricane City, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore of affirmed to me that their signatures are voluntary.

Michelle L Holmstead
Notary signature and seal

Notary Public
MICHELLE L. HOLMSTEAD
276 North 300 West
La Verkin, Utah 84745
My Commission Expires
March 1, 2002
State of Utah

In the County of Washington, State of Utah, on this 9th day of April, 1999, before me, the undersigned notary, personally appeared Douglas Turner and Clark R. Fawcett, the Mayor and City Recorder of Hurricane City, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore of affirmed to me that their signatures are voluntary.

Michelle L Holmstead
Notary signature and seal

Notary Public
MICHELLE L. HOLMSTEAD
276 North 300 West
La Verkin, Utah 84745
My Commission Expires
March 1, 2002
State of Utah

# EXHIBIT "A"

## DESCRIPTION OF 1997 PROJECT

The acquisition, construction and equipping of the following:

(a) A new city hall to house city council chambers and courtroom having approximately 8,800 square feet, including parking and landscaping.

(b) A junior Olympic size outdoor swimming pool including a brick building to house equipment, locker rooms and showers.

(c) An american legion size baseball field including lights and equipment.

(See Schedule "1" to EXHIBIT "A")

## DESCRIPTION OF 1999 PROJECT

The acquisition, construction and installation of certain storm drainage improvements including storage pond and drainage improvements located adjacent to the City's municipal golf course and on the property described in Schedule "2" to EXHIBIT "A".

index

SCHEDULE "1" to EXHIBIT "A"
of
Master Lease Agreement

PARCEL 1:

Beginning at a point North 0°05'41" East along the Section line 984.63 feet from the Southwest Corner of Section 26, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 0°05'41" East along the Section line, 1037.95 feet; thence South 89°46'19" East 526.64 feet; thence South 0°08'12" West 952.67 feet; thence South 10°48' West 236.11 feet; thence North 89°29'53" West 115.18 feet; thence South 71°43'00" West 113.83 feet; thence North 75°44'49" West 114.86 feet; thence North 0°05'41" West 156.28 feet; thence South 89°37'06" West 148.19 feet to the point of beginning.

PARCEL 2:

Beginning at a point on the North right of way line of Hurricane City 100 North Street, said point being South 89°52'10" East 1541.38 feet along the 1/4 Section Line, and North 00°07'50" East 45.50 feet from the West 1/4 Corner of Section 34, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°07'50" East 20.00 feet to the beginning of a 491.572 foot radius curve; thence Northeasterly, to the right, along the arc of said curve 165.54 feet, thru a central angle of 19°17'40"; thence North 19°25'30" East 450.23 feet; thence South 70°34'30" East 29.00 feet to the East Right of Way line of a purposed City Street; thence South 70°34'30" East 125.00 feet; thence North 19°25'30" East 75 feet; thence North 75°08'50" West 185.08 feet to a point on a 471 foot radius curve to the right (radius line bears North 75°08'50" West; Long chord bears South 17°08'20" West 37.576 feet); thence Southwesterly 37.59 feet along the arc of said curve; thence South 19°25'30" West 164.00 feet; thence North 70°34'30" West 156.28 fet; thence North 89°52'10" West 175.99 feet to the 1/16 line; thence North 00°00'48" East along the 1/16 line 122.44 feet to the South right of way line of a purposed street; thence South 88°07'50" West 68.19 feet to the point of curvature of a 329 foot radius curve to the right; thence Northerly 155.04 feet along the arc of said curve; thence North 64°52'10" West 146 feet to the point of curvature of a 86 foot radius curve to the left; thence along the arc of said curve 10.28 feet to the East line of the Lawrence Bailey property identified in Book 500, at Page 805 of Official Records; thence South 00°02'22" West 355.92 feet to the Southeast corner of the Steven Scott property; thence South 89°52'11" East 360.21 feet along the North line of the "Demille property" to the 1/16 line; thence South 00°01'24" West along the 1/16 line 393.66 feet to the North line of 100 North Street; thence South 89°52'10" East 220.22 feet to the point of beginning.

* * *

SCHEDULE "2" to EXHIBIT "A"
*of*
Master Lease Agreement

**PARCEL 1:**

Beginning at a point North 0°05'41" East along the Section line 984.63 feet from the Southwest Corner of Section 26, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 0°05'41" East along the Section line, 1037.95 feet; thence South 89°46'19" East 526.64 feet; thence South 0°08'12" West 952.67 feet; thence South 10°48' West 236.11 feet; thence North 89°29'53" West 115.18 feet; thence South 71°43'00" West 113.83 feet; thence North 75°44'49" West 114.86 feet; thence North 0°05'41" West 156.28 feet; thence South 89°37'06" West 148.19 feet to the point of beginning.

**PARCEL 2:**

Beginning at a point on the North right of way line of Hurricane City 100 North Street, said point being South 89°52'10" East 1541.38 feet along the 1/4 Section Line, and North 00°07'50" East 45.50 feet from the West 1/4 Corner of Section 34, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°07'50" East 20.00 feet to the beginning of a 491.572 foot radius curve; thence Northeasterly, to the right, along the arc of said curve 165.54 feet, thru a central angle of 19°17'40"; thence North 19°25'30" East 450.23 feet; thence South 70°34'30" East 29.00 feet to the East Right of Way line of a purposed City Street; thence South 70°34'30" East 125.00 feet; thence North 19°25'30" East 75 feet; thence North 75°08'50" West 185.08 feet to a point on a 471 foot radius curve to the right (radius line bears North 75°08'50" West; Long chord bears South 17°08'20" West 37.576 feet); thence Southwesterly 37.59 feet along the arc of said curve; thence South 19°25'30" West 164.00 feet; thence North 70°34'30" West 156.28 fet; thence North 89°52'10" West 175.99 feet to the 1/16 line; thence North 00°00'48" East along the 1/16 line 122.44 feet to the South right of way line of a purposed street; thence South 88°07'50" West 68.19 feet to the point of curvature of a 329 foot radius curve to the right; thence Northerly 155.04 feet along the arc of said curve; thence North 64°52'10" West 146 feet to the point of curvature of a 86 foot radius curve to the left; thence along the arc of said curve 10.28 feet to the East line of the Lawrence Bailey property identified in Book 500, at Page 805 of Official Records; thence South 00°02'22" West 355.92 feet to the Southeast corner of the Steven Scott property; thence South 89°52'11" East 360.21 feet along the North line of the "Demille property" to the 1/16 line; thence South 00°01'24" West along the 1/16 line 393.66 feet to the North line of 100 North Street; thence South 89°52'10" East 220.22 feet to the point of beginning.

**PARCEL 3:**

A portion of the Southeast 1/4 of Section 27, Township 41 South, Range 13 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the South 1/4 Corner of Section 27, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence North 89°50'41" East along the Section line 487.51 feet; thence North 968.51 feet to the point of beginning; thence North 00°26'44" West 186.57 feet; thence North 89°50'43" East 413.64 feet; thence South 00°23'26" East 264.51 feet; thence North 79°29'14" West 421.06 feet to the point of beginning.

* * *

# EXHIBIT "B"

## FORM OF REQUISITION

RE: Municipal Building Authority of Hurricane City, Utah Lease Revenue and Refunding Bonds, Series 1999 in the sum of $2,453,000

_____
_____
_____

You are hereby authorized to disburse from the Series _____ Construction Fund Subaccount with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

_____

AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED (bill or statement of account attached; partial release from all contractors, subcontractors and suppliers who have provided services or materials to the Series ____ Project attached): _____

_____

_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Construction Fund, has not been the basis for a previous withdrawal, constitutes a Cost of Acquisition and Construction of the Series ____ Project and will be used to acquire, purchase, construct, install or improve the Series Project.

There has not been filed or served upon the Authority or the City, notice of any lien, right to lien, attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in this Requisition, which has not been released or will not be released simultaneously with such payment, other than materialmen's or mechanics' liens accruing by operation of law which will not be released until final payment is made.

Performance, labor, materials, insurance, and other bonds as required in the Master Lease have been obtained by each contractor or subcontractor to whom payment is to be made pursuant to this Requisition.

HURRICANE CITY, UTAH

DATED: _____ By: _____

Its: _____

# SCHEDULE I

## BASE RENTAL PAYMENT SCHEDULE

| Date | Principal Component | Interest Rate | Interest Component | Total Requirements |
|---|---|---|---|---|
| November 15, 1999 | | | $80,730.20 | $80,730.20 |
| May 15, 2000 | $63,000.00 | 4.80% | 62,635.50 | 125,635.50 |
| November 15, 2000 | | | 61,123.50 | 61,123.50 |
| May 15, 2001 | 84,000.00 | 4.90 | 61,123.50 | 145,123.50 |
| November 15, 2001 | | | 59,065.50 | 59,065.50 |
| May 15, 2002 | 89,000.00 | 4.95 | 59,065.50 | 148,065.50 |
| November 15, 2002 | | | 56,862.75 | 56,862.75 |
| May 15, 2003 | 93,000.00 | 5.00 | 56,862.75 | 149,862.75 |
| November 15, 2003 | | | 54,537.75 | 54,537.75 |
| May 15, 2004 | 98,000.00 | 5.05 | 54,537.75 | 152,537.75 |
| November 15, 2004 | | | 52,063.25 | 52,063.25 |
| May 15, 2005 | 102,000.00 | 5.05 | 52,063.25 | 154,063.25 |
| November 15, 2005 | | | 49,487.75 | 49,487.75 |
| May 15, 2006 | 108,000.00 | 5.10 | 49,487.75 | 157,487.75 |
| November 15, 2006 | | | 46,733.75 | 46,733.75 |
| May 15, 2007 | 113,000.00 | 5.10 | 46,733.75 | 159,733.75 |
| November 15, 2007 | | | 43,852.25 | 43,852.25 |
| May 15, 2008 | 119,000.00 | 5.15 | 43,852.25 | 162,852.25 |
| November 15, 2008 | | | 40,788.00 | 40,788.00 |
| May 15, 2009 | 125,000.00 | 5.15 | 40,788.00 | 165,788.00 |
| November 15, 2009 | | | 37,569.25 | 37,569.25 |
| May 15, 2010 | 131,000.00 | 5.15 | 37,569.25 | 168,569.25 |
| November 15, 2010 | | | 34,196.00 | 34,196.00 |
| May 15, 2011 | 138,000.00 | 5.15 | 34,196.00 | 172,196.00 |
| November 15, 2011 | | | 30,642.50 | 30,642.50 |
| May 15, 2012 | 145,000.00 | 5.15 | 30,642.50 | 175,642.50 |
| November 15, 2012 | | | 26,908.75 | 26,908.75 |
| May 15, 2013 | 153,000.00 | 5.15 | 26,908.75 | 179,908.75 |
| November 15, 2013 | | | 22,969.00 | 22,969.00 |
| May 15, 2014 | 161,000.00 | 5.15 | 22,969.00 | 183,969.00 |
| November 15, 2014 | | | 18,823.25 | 18,823.25 |
| May 15, 2015 | 169,000.00 | 5.15 | 18,823.25 | 187,823.25 |
| November 15, 2015 | | | 14,471.50 | 14,471.50 |
| May 15, 2016 | 178,000.00 | 5.15 | 14,471.50 | 192,471.50 |
| November 15, 2016 | | | 9,888.00 | 9,888.00 |
| May 15, 2017 | 187,000.00 | 5.15 | 9,888.00 | 196,888.00 |
| November 15, 2017 | | | 5,072.75 | 5,072.75 |
| May 15, 2018 | 197,000.00 | 5.15 | 5,072.75 | 202,072.70 |

*All lease payments are subject to adjustment as provided in Section 2.3 of the First Supplemental Indenture.

# SIXTH AMENDMENT TO MASTER LEASE AGREEMENT

Dated as of [_____, 2026]

between

MUNICIPAL BUILDING AUTHORITY
OF HURRICANE CITY, UTAH

and

HURRICANE CITY, UTAH

Amending the Master Lease Agreement
Dated as of April 1, 1999.

SIXTH AMENDMENT TO MASTER LEASE AGREEMENT

This Sixth Amendment To Master Lease Agreement (the "Sixth Amendment") dated as of [_____, 2026], entered into by and between the MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH (the "Authority"), a nonprofit corporation duly organized, existing, and in good standing under the laws of the State of Utah, and HURRICANE CITY, UTAH (the "City"), a political subdivision and body politic under the laws of the State of Utah, amending and supplementing the Master Lease Agreement dated as of April 1, 1999 (referred to herein as the "Original Lease"), by and between the Authority, as lessor, and the City, as lessee, and made of record by a Notice of Master Lease Agreement recorded in the official records of the Washington County Recorder on April 19, 1999, in Book 1330, Pages 0006 through 0008, as previously amended and supplemented by the First Amendment to Lease, Second Amendment to Lease, Third Amendment to Lease, Fourth Amendment to Lease, and Fifth Amendment to Lease (each as defined below), made of record by a Notice of First Amendment to Lease Agreement recorded in the official records of the Washington County Recorder on August 11, 2000, in Book 1377, Pages 0018 through 0030, a Notice of Second Amendment to Lease Agreement, recorded in the official records of the Washington County Recorder on August 5, 2004, in Book 1665, Pages 0395-0397, Notice of Third Amendment to Lease Agreement, recorded in the official records of the Washington County Recorder on December 4, 2008 as Entry No. 20080045900, Notice of Fourth Amendment to Lease Agreement, recorded on February 26, 2010, as Entry No. 20100006217 and Notice of Fifth Amendment to Lease Agreement, recorded on April 12, 2013 as Entry No. 20130013367.

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Original Lease between the Authority and the City, and a General Indenture of Trust dated as of April 1, 1999, as heretofore supplemented (the "Original Indenture") by and between the Authority and Zions Bancorporation, National Association (formerly known as Zions First National Bank) a national banking association, as trustee (the "Trustee"), the Authority has previously issued its Lease Revenue Bonds, Series 2010 (the "Series 2010 Bonds"), which Series 2010 Bonds were previously issued to fund the acquisition of a parcel property (the "Series 2010 Project"), and its Lease Revenue Bonds, Series 2013 (the "Series 2013 Bonds"), which Series 2013 Bonds were issued to refund the City's Lease Revenue Bonds, Series 1999, Series 2004, and Series 2008; and

WHEREAS, the City and the Authority now desire to authorize the issuance and sale of the Authority's Lease Revenue Bonds, Series 2026 in the aggregate principal amount of $[PAR] (the "Series 2026 Bonds") to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (the "Series 2026 Project"), (b)[ fund any required deposits into a debt service reserve fund, if necessary,] and (c) pay costs associated with the issuance of the Series 2026 Bonds pursuant to a Seventh Supplemental Indenture of Trust dated as of [_____, 2026] (the "Seventh Supplemental Indenture" and together with the Original Indenture, as previously supplemented, the "Indenture"), by and between the Authority and the Trustee; and

WHEREAS, the City has leased, as lessee, on an annually renewable basis, the Series 2010 Project, the Series 1999 Project, the Series 2004 Project, and the Series 2008 Project from the

Authority, and the Authority has leased, as lessor, the Series 2010 Project, the Series 2009 Project, the Series 2004 Project, and the Series 2008 Project to the City under the terms and provisions set forth in the Original Lease, as previously amended and supplemented and the City, as lessee, now desires to lease the Series 2026 Project from the Authority, as lessor, pursuant to the Original Lease, as amended by this Sixth Amendment (collectively the "Lease"); and

WHEREAS, Section 15.6 of the Original Lease, as amended and supplemented, provides that the Original Lease may be amended, changed modified, altered or terminated in accordance with the terms of the General Indenture, and Section 12.1 of the General Indenture provides that the Authority and the Trustee may without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Original Lease as may be required in connection with the issuance of Series 2026 Bonds; and

WHEREAS, under the provisions of a resolution dated October 1, 2026 (the "City Resolution"), the City has authorized and approved the execution of this Sixth Amendment and has authorized certain actions to be taken by the Authority in connection with the financing of the Series 2026 Project and paying costs of issuance of the Series 2026 Bonds, including the issuance by the Authority under the Seventh Supplemental Indenture of its Series 2026 Bonds; and

WHEREAS, pursuant to the provisions of resolutions dated October 1, (the "Authority Resolution"), the Governing Board of the Authority (the "Governing Board") has authorized, approved, and directed the execution of this Sixth Amendment and the Seventh Supplemental Indenture, and has authorized, approved, and directed certain actions to be taken by the Authority in connection with the financing of the Series 2026 Project, including the issuance of the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds will be secured as provided in the Indenture, including by Security Documents (as defined in the Indenture) and by a pledge and assignment of the Lease and the revenues and receipts derived by the Authority from the Projects, as more fully set forth in the Indenture;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Uniform Definitions; Amendments to Definitions in Original Lease; Additional Definitions. Unless the context clearly requires otherwise and except as otherwise defined in this Section 1, all terms used herein shall have the meanings set forth in the Original Lease.

The following definitions set forth in the Original Lease are hereby amended as follows:

"Ground Lease" means the Ground Lease Agreement dated [_____,2026].

In addition, the following terms are used herein as defined below:

"Project Site" means the real property where the Project is to be or has been constructed, as more fully described in Exhibit A.

"Seventh Supplemental Indenture" means the Seventh Supplemental Indenture of Trust dated as of [_____, 2026], by and between the Authority and Zions Bancorporation, National Association, as trustee.

"Series 2026 Bonds" means the Authority's Lease Revenue Bonds, Series 2026issued in the aggregate principal amount of $[PAR].

"Sixth Amendment" means this Sixth Amendment to Master Lease Agreement dated as of [_____, 2026].

Section 2. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Authority and the Trustee as follows:

(a) The City is a political subdivision and body corporate and politic duly existing as such within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Sixth Amendment and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Sixth Amendment. The City agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The Authority has by the Original Lease and this Sixth Amendment, leased the Series 2026 Project to the City as in the Original Lease and hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Series 2026 Project, subject to Permitted Encumbrances.

(c) During the Lease Term, the Series 2026 Project will at all times be used for the intended purposes described herein consistent with the permissible scope of the Authority and the City under the Constitution and laws of the State.

(d) The City is not in default under any of the provisions of (i) the laws of the State which default would affect its existence or its powers referred to in subsection (a) of this Section 2 or (ii) the Lease or the Indenture. Neither the execution and delivery of this Sixth Amendment, nor the issuance and sale of the Series 2026 Bonds, nor the performance by the City of its obligations under the Lease or this Sixth Amendment will constitute on the part of the City a breach of or a default under, any existing law, court or administrative regulation, decree, order or any material agreement, indenture, mortgage, lease or any other instrument to which the City is subject or by which it or any of its property is or may be bound.

(e) There is no action, suit or proceeding pending or, to the best knowledge of the City, threatened, or any basis therefor, before any court or administrative agency which may adversely affect the City or the ability of the City to perform its obligations under the Lease or this Sixth Amendment. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery

by the City of this Sixth Amendment, or in connection with the carrying out by the City of its obligations under this Sixth Amendment, have been obtained.

(f) The Series 2026 Project, as designed and as constructed, complies with all presently applicable state and local building and zoning ordinances.

(g) The acquisition and construction of the Series 2026 Project has been accomplished in accordance with all applicable laws and is essential, necessary and appropriate for accomplishing one or more of the authorized functions or public purposes of the City and is suitable for such purpose and in furtherance of the purposes of the City and the best interests of the citizens of the City.

(h) The Original Lease, as previously amended, remains in full force and effect. No Event of Default under the Original Lease or the Indenture has occurred or is continuing and no Event of Nonappropriation has occurred or is continuing. The Series 2026 Project constitutes a "project" within the meaning of the Act.

(i) The City has budgeted an amount equal to the Base Rentals due hereunder for the Series 2026 Project in its current fiscal year budget.

Section 3. Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants for the benefit of the City and the Trustee as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing under the laws of the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into the Original Lease and this Sixth Amendment and has duly authorized and approved the execution and delivery of this Sixth Amendment by proper corporate action.

(b) The Authority agrees that, so long as the Lease has not been terminated, it will maintain its corporate existence, will continue to be a corporation in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided in the Lease, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

(c) The Authority has acquired ownership of the Series 2026 Project (subject to Permitted Encumbrances). The Authority has by the Original Lease and this Sixth Amendment agreed to lease the Series 2026 Project to the City as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Series 2026 Project, subject to Permitted Encumbrances.

(d) The Authority will not pledge the Base Rentals, the Additional Rentals, the Purchase Option Price or any of its other rights under the Lease and will not assign its interest in or encumber the Series 2026 Project except as provided under the Lease and under the Indenture and the Security Documents. All property and moneys received by the

Authority for the City will, so long as no Event of Nonappropriation or Event of Default shall occur, be applied for the benefit of the City, and all property and moneys received by the Authority under the Lease and hereunder with respect to the Series 2026 Project and under the Indenture for the Bondholders of the Series 2026 Bonds will be applied for the proportionate benefit of said Bondholders.

(e) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated under the Lease or hereby (including the refunding of the Refunded Bonds) conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority, except Permitted Encumbrances.

(f) Except as otherwise provided in the Lease, in the Indenture and the Security Documents, the Authority will not assign the Lease, its rights to payments from the City or its duties and obligations under the Lease and hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 3.

(g) The Authority will not use any of the proceeds of the sale of the Series 2026 Bonds in such a manner as to, or take or permit anyone to take any action which would, impair the exclusion from gross income of the Bondholders of interest on the Series 2026 Bonds for purposes of federal income taxation, and will not use any of the proceeds of the sale of the Series 2026 Bonds in a manner not authorized by the terms of the Lease, this Sixth Amendment, the Indenture or the exhibits hereto and thereto.

(h) There is no action, suit or proceeding pending or, to the best knowledge of the Authority, threatened, or any basis therefor, before any court or administrative agency which might adversely affect the Authority or the ability of the Authority to perform its obligations under the Lease, the Indenture, the Security Documents or the Series 2026 Bonds. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Authority of the Lease, the Indenture, the Security Documents and the Series 2026 Bonds or in connection with the carrying out by the Authority of its obligations under the Lease the Indenture, the Security Documents and the Series 2026 Bonds have been obtained.

(i) The Lease remains in full force and effect. No Event of Default under the Lease or the Indenture has occurred or is continuing and no Event of Nonappropriation has occurred or is continuing. The Series 2026 Project constitutes a "project" within the meaning of the Act.

Section 4. Demising Clause. Pursuant to the Original Lease, as amended and supplemented, the Authority has demised and leased and the Authority hereby leases, the Series 2026 Project to the City and the City has leased and hereby leases, the Series 2026 Project from the Authority, subject only to Permitted Encumbrances in accordance with the provisions of the

Original Lease and this Sixth Amendment, to have and to hold under the Lease for the Lease Term unless sooner terminated as expressly provided therein. The Authority and the City hereby acknowledge that the Original Lease, as amended and supplemented, shall remain in full force and effect for the Lease Term, unless sooner terminated as provided in the Lease. Nothing in the Original Lease or this Sixth Amendment shall be construed to require the City to operate the Series 2026 Project other than as the lessee thereunder or to exercise its right to purchase the Series 2026 Project or any portion thereof as provided in Article XII of the Original Lease.

The Authority warrants and covenants that it has acquired and constructed the Series 2026 Project, all as more fully described in the Original Lease and this Sixth Amendment, and subject to Permitted Encumbrances. The Authority will cause to be furnished to the Trustee at the time of delivery of the Series 2026 Bonds, the title insurance endorsements required by the Indenture.

Section 5. Amendment to 6.2 of the Original Lease. [The Base Rental Payment Schedules with respect to the Series 2026 Project (and individual Projects that comprise the Series 2026 Project) referenced in Section 6.2 of the Original Lease and attached to the Original Lease as Exhibits C through C-6 both as modified by the Fifth Amendment Leaseare amended and replaced in full with the Base Rental Payment Schedules attached to this Sixth Amendment as Exhibit B.]

Section 6. Continuation of Lease Terms. Except as amended herein, all of the provisions of the Original Lease, as previously amended and supplemented, shall continue unmodified and the City shall continue to make all payments thereunder as provided in the Lease.

Section 7. Agreement to Issue the Series 2026 Bonds; Application of Bond Proceeds. The Authority, will issue, sell and deliver to the purchasers thereof the Series 2026 Bonds and the Authority will deposit with the Trustee the proceeds thereof in the amount of $[_____] and the Trustee shall deposit such amounts as follows:

(a) in the Series 2026 Cost of Issuance Account, an amount equal to $[_____] to be used by the Trustee to pay certain costs of issuance of the Series 2026 Bonds upon receipt of the written direction of the Chair-President of the Authority as set forth in Section 3.2 of the Seventh Supplemental Indenture; and

(b) in the Series 2026 Construction Account, an amount equal to $[_____].

Section 8. Bonds to Remain Tax Exempt. The Authority and the City each covenant and certify to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Series 2026 Bonds, or any funds or accounts of the Authority or the City which may be deemed to be proceeds of the Series 2026 Bonds, pursuant to Section 148 of the Code and regulations in relation thereto (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of the Series 2026 Bonds, would have caused the Series 2026 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Authority and the City each obligates itself to comply throughout the term of the Series 2026 Bonds with the requirements of the Code and the regulations proposed or promulgated thereunder. The Authority and the City each further represents and covenants that no bonds or other evidences of indebtedness of the Authority have been or will be

issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2026 Bonds and ending 15 days following the delivery of the Series 2026 Bonds.

The City and the Authority covenant and agree to and for the benefit of the Bondholders that the City and the Authority (i) will not take any action that would cause interest on the Series 2026 Bonds to become includible in gross income for purposes of federal income taxation, (ii) will not omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest on the Series 2026 Bonds to become includible in gross income for purposes of federal income taxation and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2026 Bonds in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Series 2026 Bonds.

Section 9. Expression of Need for the Project by the City; Determination of Purchase Price. The City hereby declares that, as of the date of the execution of this Sixth Amendment, the City currently has an essential need for the Series 2026 Project which is the subject of the Original Lease, as amended, and this Sixth Amendment to carry out and give effect to the public purposes of the City. By the execution hereof, the City and the Authority hereby agree and determine that the Base Rentals and Additional Rentals payable hereunder are reasonable and that the Purchase Option Price represents, as of the end of the Original Term or any Renewal Term, a reasonable purchase price of the Series 2026 Project. In making such determination, the City and the Authority have given consideration to the costs of construction of the Series 2026 Project, the cost of refinancing the Series 2026 Project, the uses and purposes for which the Series 2026 Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of the Series 2026 Project pursuant to the provisions of the Original Lease and this Sixth Amendment.

Section 10. Miscellaneous Provisions.

(a) Confirmation of Original Lease. As modified and supplemented by this Sixth Amendment, the Original Lease is in all things and respects hereby ratified and confirmed. The provisions of the Original Lease shall apply to this Sixth Amendment to the extent such provisions have not been deleted or modified by, or are not inconsistent with the specific provisions of, this Sixth Amendment.

(b) Sixth Amendment Construed with Original Lease. All of the provisions of this Sixth Amendment shall be deemed to be and construed as part of the Original Lease and the provisions of the Original Lease are hereby incorporated by reference into this Sixth Amendment.

(c) Binding Effect. This Sixth Amendment shall inure to the benefit of and shall be binding upon the Authority, the City, and their respective successors and assigns.

(d) Severability. In the event any provision of this Sixth Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or of the Original Lease and in the event any provision of this Sixth Amendment were to invalidate the Series 2026

Bonds, such provision shall be rendered invalid and unenforceable, but shall not invalidate or render unenforceable any other provision hereof.

(e) Execution in Counterparts. This Sixth Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) Applicable Law. This Sixth Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

(g) Financial Reporting. The City covenants and agrees to provide to the Purchaser within 220 days after the close of the City's fiscal year, a copy of the City's final annual financial statements.

IN WITNESS WHEREOF, the Authority has caused this Sixth Amendment to be executed in its corporate name with its corporate seal hereunto affixed and attested by a duly authorized officer. The City has executed this Sixth Amendment in its name with the seal of its City hereunto affixed and attested by a duly authorized officer. All of the above occurred as of the date first above written.

MUNICIPAL BUILDING AUTHORITY OF
HURRICANE CITY, UTAH

(SEAL)

By:_____
Chair-President

ATTEST:

By:_____
Secretary-Treasurer

HURRICANE CITY, UTAH

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this _____ 2026, by _____ and _____, respectively, the Chair-President and the Secretary-Treasurer of the Municipal Building Authority of Hurricane City, Utah.

_____
NOTARY PUBLIC

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this _____ 2026, by _____ and _____, respectively, the Mayor and City Recorder of Hurricane City, Utah.

_____
NOTARY PUBLIC

EXHIBIT A

All real property located or the land located in Washington County, Utah, described as follows:

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

SERIES 2010 and 2013 PROJECTS

| Payment Date | Principal | Interest | Total |
|---|---|---|---|

All lease payments are subject to adjustment as provided in the Indenture, and the Lease Agreement, as revised.

BASE RENTAL PAYMENT SCHEDULE

(SERIES 2026 PROJECT)

| Payment Date | Principal | Interest | Total |
|---|---|---|---|

WHEN RECORDED, RETURN TO:

Randall Larsen
Gilmore & Bell, P.C.
15 W. South Temple, Suite 1400
Salt Lake City, Utah 84101

Tax Parcel ID[s]:
[_____]
[_____]

# ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT, made and entered into this [_____, 2026], by the MUNICIPAL BUILDING AUTHORITY HURRICANE CITY, UTAH a Utah nonprofit corporation, whose address is 147 North 870 West, Hurricane, Utah 84737 (the "Assignor"), to and in favor of Zions Bancorporation, National Association, a national banking association, having its principal office in Midvale, Utah ("Trustee"), as Trustee under a General Indenture of Trust dated as of April 1, 1999 ("the General Indenture") as previously amended and supplemented and as further supplemented by a Seventh Supplemental Indenture (the "Seventh Supplemental Indenture and together with the General Indenture the "Indenture") by and between the Assignor and the Trustee dated [_____], 2026.

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Trustee all the right, title and interest of Assignor in and to that certain Ground Lease Agreement (the "Ground Lease") dated as of [_____, 2026], between Assignor, as lessee, and Hurricane City, Utah, as lessor, which Ground Lease demises the real property located in Washington County, State of Utah, more particularly described in Exhibit A attached hereto and by this reference made a part hereof

FOR THE PURPOSE OF SECURING:

(A) The payment and performance of each and every obligation of Assignor contained in the Indenture and in Assignor's Lease Revenue Bonds, Series 2026, and any Additional Bonds or Refunding Bonds (as defined in the Indenture) (collectively, the "Bonds"); and

(B) The payment of all sums expended or advanced by Trustee pursuant to the terms of this Assignment and the Indenture, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as therein provided.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

(1) To faithfully abide by, perform and discharge every obligation, covenant and agreement of the Ground Lease to be performed by the lessee thereunder; at the sole cost and expense of Assignor, to enforce or secure the performance of every obligation, covenant, condition and agreement of the Ground Lease to be performed by the lessor thereunder; not to modify, extend or in any way alter the terms of the Ground Lease without the prior written consent of Trustee. Assignor also agrees not to waive or in any manner release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements to be performed by lessor.

(2) Not to declare the Ground Lease terminated nor to exercise any other right available to it upon breach by the lessor thereunder, without the prior written consent of Trustee.

(3) At Assignor's sole cost and expense, to appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the Ground Lease or the obligations, duties or liabilities of lessor and lessee thereunder.

(4) That should the Assignor fail to make any payment or to do any act as herein provided, then Trustee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Trustee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Ground Lease.

IT IS MUTUALLY AGREED THAT:

(1) Upon or any time after default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Indenture, Trustee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; do any acts which Trustee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, and in the order set forth in the Indenture. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or waive, modify, or effect notice of default under any instrument secured hereby or invalidate any act done pursuant to such notice. The remedies of the Trustee herein shall be subject to the limitations set forth in Article IX of the General Indenture.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of the Indenture.

(2) Trustee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Ground Lease, or under or by reason of this Assignment.

(3) Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to transfer and assign to Trustee any and all subleases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Trustee, upon demand, any and all instruments that may be necessary therefor.

(4) Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

(5) This Assignment applies to, inures to the benefit of, and binds the parties hereto, their successors, and assigns.

(6) All notices, demands, or documents of any kind which Trustee may be required or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally or by leaving a copy of such notice, demand or document addressed to Assignor at the address set forth in the beginning of this Assignment, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to Assignor at Assignor's address.

(7) Notwithstanding anything to the contrary contained herein, no deficiency judgment upon any foreclosure may be entered against the Assignor, Hurricane City, Utah, the State of Utah or any of its political subdivisions.

EXECUTED as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY
OF HURRICANE CITY, UTAH

(SEAL)

_____

By: Clark Fawcett
Its: Chair/President

ATTEST AND COUNTERSIGN:

_____

By: Cindy Beteag
Its: Secretary-Treasurer

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION

_____

By: _____
Its: _____

CONSENT TO ASSIGNMENT

Hurricane City, Utah, as lessor under the Ground Lease hereby consents to the assignment by the Municipal Building Authority of Hurricane City, Utah, of its interest in the Ground Lease to the within mentioned Trustee to secure the within described Indenture and Bonds.

Executed as of the day and year first above written.

HURRICANE CITY, UTAH

_____

By: Clark Fawcett
Its: Mayor

(SEAL)

ATTEST AND COUNTERSIGN:

_____

By: Cindy Beteag
Its: City Recorder

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

On _____, 2026, Clark Fawcett and Cindy Beteag, the Chair/President and Secretary-Treasurer, respectively, of the Municipal Building Authority of Hurricane City, Utah, personally appeared before me, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

_____
Notary Public

(SEAL)

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

On _____, 2026, _____, the _____ of Zions Bancorporation, National Association, personally appeared before me, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to on this instrument, and acknowledged that he/she executed the same.

_____
Notary Public

(SEAL)

EXHIBIT A

All real property or the land located in Washington County, Utah, described as follows:

WHEN RECORDED RETURN TO:

Randy Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah 84101

# SUPPLEMENT TO AMENDED AND RESTATED LEASEHOLD DEED OF TRUST, DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS SUPPLEMENT TO AMENDED AND RESTATED LEASEHOLD DEED OF TRUST, DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Supplement to Amended and Restated Deed of Trust") is made as of [_____] 1, 2026, by and among the Municipal Building Authority of the City of Hurricane, Utah, a nonprofit corporation duly organized under the laws of the State of Utah ("Trustor") whose address for purposes of this Agreement is 147 North 870 West, Hurricane City, Utah 84737; and Zions Bancorporation, National Association, as Trustee under the original Leasehold Deed of Trust (described herein) ("Trustee"), whose place of business is 7860 South Bingham Junction Boulevard, Midvale, Utah 84047; and Zions Bancorporation, National Association (the "Beneficiary"), as trustee under a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as supplemented by a Seventh Supplemental Indenture, dated as of [_____1, 2026] (the "Seventh Supplemental Indenture," and collectively with the General Indenture, the "Indenture"), each by and between the Trustor and the Beneficiary. This Supplement to Amended and Restated Deed of Trust supplements and amends the Amended and Restated Leasehold Deed of Trust, Deed of Trust Assignment of Rents and Security Agreement dated as of April 1, 2013, executed and delivered by the Trustor, and recorded April 10, 2013, in the official records of the Washington County Recorder in [Book 1329, Pages 2786 through 2808] (the "Original Deed of Trust").

The Original Deed of Trust was executed in connection with the General Indenture and a Sixth Supplemental Indenture dated as of April 1, 2013, in connection with the issuance by the Trustor of its $2,376,000 Lease Revenue Refunding Bonds, Series 2013A Bonds (the "Series 2013A Bonds") and its $982,000 Taxable Lease Revenue Refunding Bonds Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds") which amended and restated deeds of trust that were executed in conjunction with the bonds refunded by the Series 2013 Bonds and in connection with the issuance by the Trustor of its $2,465,000 Lease Revenue Bonds, Series 2010 (the "Series 2010 Bonds" and together with the Series 2013 Bonds, the "Prior Bonds"), and also amended and restated in its entirety, a supplemental deed of trust executed to secure the Series 2010 Bonds.

This Supplement to Amended and Restated Deed of Trust is executed in connection with the Seventh Supplemental Indenture in connection with the issuance by the Trustor of its $[_____] Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"). The Original Deed of Trust as supplemented and hereby amended and restated is referred to herein as the "Deed of Trust."

WITNESSETH:

WHEREAS, the Trustor holds a Leasehold interest in the real property described in Exhibit A (the "Property") and all appurtenances located on the Property referred to in Exhibit A situated in Washington County, Utah; and

WHEREAS, in connection with the issuance of the above-described Series 2026 Bonds, the Trustor has previously delivered to the Trustee for the benefit of the Beneficiary and the holders of the Series 2026 Bonds, the Original Deed of Trust to secure the payment and performance of each and every obligation of the Trustor under any instrument securing the payment of the Series 2026 Bonds; and

WHEREAS the Original Deed of Trust by its express terms secures Additional Bonds and Refunding Bonds as defined in the Indenture, and the Original Deed of Trust; and

WHEREAS, concurrently with the execution and delivery of this Supplement to Amended and Restated Deed of Trust, the Series 2026 Bonds are being issued as Additional Bonds under the Indenture; and

WHEREAS, the Series 2026Bonds are being issued to (i) finance the construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"), [(ii) fun any required deposit into a debt service reserve fund, if necessary,] and (iii) and pay costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the Trustor, the Trustee, and Beneficiary desire that the Series 2026 Bonds be secured by the Original Deed of Trust.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Series 2026 Bonds Included as Bonds under Original Deed of Trust. The parties hereto agree and acknowledge that the Series 2026 Bonds are Additional Bonds under the Indenture and as such shall be secured under the Original Deed of Trust along with any other Bonds (as defined in the Original Deed of Trust issued under the Indenture, without preference or priority for one series of Bonds over any other series of Bonds.

Section 2. Deed of Trust to Remain in Full Force and Effect. Except as supplemented and amended herein, the Original Deed of Trust shall be and remain in full force and effect and the supplement made hereby shall not affect the lien or priority established by the Original Deed of Trust.

Section 3. Severability. The terms and provisions of this Supplement to Amended and Restated Deed of Trust are intended to be performed in accordance with, and only to the extent permitted by applicable law. If any provision hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.

Section 4. Governing Law. This Supplement to Amended and Restated Deed of Trust shall be governed by the laws of the State of Utah.

Section 5. Execution in Counterparts. This Supplement to Amended and Restated Deed of Trust may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Trustor has executed this Supplement to Amended and Restated Deed of Trust as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH

_____

Chair/President

Attest and Countersign

_____

Secretary-Treasurer

[AUTHORITY SEAL]

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

On _____, 2026, personally appeared before me, Clark Fawcett and Cindy Beteag, the Chair/President and Secretary-Treasurer of the Municipal Building Authority of the City of Hurricane, Utah, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.

_____
NOTARY PUBLIC

EXHIBIT A

PROPERTY

*[Series 2026 Project Property to be added]*

WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 W. South Temple, Suite 1400
Salt Lake City, Utah 84101

Tax Parcel ID[s]:
[_____]
[_____]

# GROUND LEASE AGREEMENT

Dated as of [_____], 2026

between

MUNICIPAL BUILDING AUTHORITY
OF HURRICANE CITY, UTAH, AS LESSEE

A Nonprofit Corporation Organized Under the Laws
of the State of Utah

and

THE CITY OF HURRICANE, AS LESSOR

A Body Corporate and Politic
of the State of Utah

THIS GROUND LEASE AGREEMENT (the "Ground Lease") dated as of [_____], 2026, entered into by and between the MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH (the "Authority"), as lessee hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a certain General Indenture of Trust of even date herewith, and HURRICANE CITY, UTAH (the "City"), as lessor hereunder, a body corporate and politic duly existing under the laws of the State of Utah;

WITNESSETH:

WHEREAS, the City is the owner in fee simple [or has a leasehold interest in the real property described in the attached Exhibit A (the "Property"); and

WHEREAS, at the request of the City, the Authority desires to issue its Lease Revenue Bonds, Series 2026, in the aggregate principal amount of [$_____] (the "Series 2026 Bonds") for the purpose of (a) financing the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"), [(b) funding any required deposits to a debt service reserve fund,] and (c) paying costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the Authority desires to lease, as ground lessee, from the City, the Property upon which the Series 2026 Project will be located; and

WHEREAS, the City desires to lease the Property, as ground lessor, to the Authority under the terms and provisions set forth in this Ground Lease; and

WHEREAS, under the provisions of a resolution dated October 1, 2026, the City has authorized and approved (i) the execution of this Ground Lease, (ii) a Sixth Amendment to Master Lease Agreement dated as of [_____], 2026 (the "Sixth Amendment to Master Lease "), supplementing the Master Lease Agreement dated as of April 1, 1999 (collectively, the "Master Lease"), between the City and the Authority, wherein the Authority will lease to the City the Series 2026 Project and (iii) certain actions to be taken by the Authority in connection with the financing of the Series 2026 Project, including the issuance by the Authority of the Series 2026 Bonds under a General Indenture of Trust dated as of April 1, 1999, as heretofore supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of [_____], 2026 (collectively, the "Indenture"), each between the Authority and Zions Bancorporation, National Association, as trustee (the "Trustee"); and

WHEREAS, pursuant to the provisions of a resolution dated October 1, 2026, the Authority has authorized, approved and directed the execution of this Ground Lease, has authorized and approved the execution of the Sixth Amendment to Master Lease, the Seventh Supplemental Indenture and the other Security Documents (as defined in the Indenture) and has authorized, approved and directed certain actions to be taken by the Authority in connection with the financing of the Series 2026 Project, including the issuance of the Series 2026 Bonds;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS

Terms defined in the above recitals shall have the same meaning when used herein. Unless the context otherwise requires or unless otherwise specified herein, all terms defined in Article I of the General Indenture, Article I of the Seventh Supplemental Indenture, Article I of the Master Lease, and Article I of the Sixth Amendment to Master Lease shall have the same meaning where used in this Ground Lease. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for purposes of this Ground Lease, have the meaning herein specified.

"Event of Default" means one or more events of default as defined in Section 12.1 of this Ground Lease.

"Ground Lease Term" means the duration of the leasehold estate created in the Property as provided in Article IV of this Ground Lease.

"Property" has the meaning ascribed thereto in the recitals to this Ground Lease.

"Rentals" means the rental payments payable by the Authority hereunder.

"State" means the State of Utah.

## ARTICLE II

## REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Authority and the Trustee as follows:

(a) The City is a duly existing political subdivision and body corporate and politic within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Ground Lease.

(b) The City warrants that it holds the fee simple interest in the Property and that all the Property is free from any encumbrances other than Permitted Encumbrances.

Section 2.2 Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants for the benefit of the City and the Trustee as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing in the State of Utah and is duly qualified to transact business in the State of Utah, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into this Ground Lease and has duly authorized and approved the execution and delivery of this Ground Lease by proper corporate action.

(b) The Authority will take no action or fail to take any action, which action or failure to act would constitute a default under the Master Lease or this Ground Lease.

## ARTICLE III

## DEMISING CLAUSE

The City hereby demises and leases the Property to the Authority and the Authority leases the Property from the City, subject only to Permitted Encumbrances, in accordance with the provisions of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein.

## ARTICLE IV

## GROUND LEASE TERM

Section 4.1 Commencement of Ground Lease Term. The Ground Lease Term shall commence as of the date of issuance of the Series 2026 Bonds, and shall terminate on [_____], unless sooner terminated in accordance with the provisions of Section 4.2 hereof.

Section 4.2 Section 4.2 Termination of Ground Lease Term. The Ground Lease Term shall terminate upon the first to occur of any of the following events:

(a) The expiration of the Ground Lease Term as provided in Section 4.1 hereof; or

(b) The conveyance of the Series 2026 Project to the City under the provisions of Section 12.1 of the Master Lease.

Section 4.3 Option to Renew Ground Lease. Notwithstanding anything contained elsewhere herein to the contrary, in the event the capital actually invested (as defined in the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated, 1953 as amended) by the Authority in improvements constructed upon the Property has not been fully repaid by the City at the expiration of the term of this Ground Lease, or upon an Event of Nonappropriation or Event of Default as described in Sections 6.6 and 14.1 respectively of the Master Lease, the Ground Lease shall automatically be renewed on the same terms and conditions as set forth herein, for an additional term sufficient to repay said capital, which term, when added to the number of years for which this Ground Lease has theretofore been in effect, shall not exceed [twenty five (25)] years.

## ARTICLE V

## ENJOYMENT OF PROPERTY

Subject to the provisions of the Master Lease, the City hereby covenants to provide the Authority during the Ground Lease Term with quiet use and enjoyment of the Property and the Authority shall during the Ground Lease Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the City, except as expressly set forth herein. The City shall not interfere with such quiet use and enjoyment during the Ground Lease Term so long

as no Event of Default shall have occurred. The City shall at the request of the Authority join in any legal action in which the Authority asserts its right to such possession and enjoyment, to the extent that the City may lawfully do so. In addition, the Authority may at its own expense join in any legal action affecting its possession and enjoyment of the Property and shall be joined in any action affecting its liabilities hereunder.

The City shall have the right at all reasonable times during business hours to enter into and upon the Property for the purpose of inspecting the same.

## ARTICLE VI

## PAYMENTS BY THE AUTHORITY

The Authority shall pay Rental Payments to the City in the sum of twenty five Dollars ($25.00) (being one dollar ($1) per year for a maximum of (25 years), which amount represents the total Rental Payments due hereunder during the Ground Lease Term (including all renewal option periods). The parties hereto hereby acknowledge that said Rental Payments have been paid in full on the date hereof in lawful money of the United States of America at the principal office of the Board of Trustees of the City. The City and the Authority hereby determine and agree that the Rental Payments payable hereunder during the Ground Lease Term, together with other good and valuable consideration received by the City under and pursuant to the Master Lease, represent reasonable rental for the use of the Property. In making such determination, the City and the Authority have given consideration to the current value of the Property, the execution by the City and the Authority of the Master Lease and the rentals payable thereunder, the financing by the Authority of the Series 2026 Project, the uses and purposes for which the Series 2026 Project will be employed by the City, the benefit to the citizens of the City by reason of the improvement of the Series 2026 Project and the use and occupancy of such facilities pursuant to the terms and provisions of the Master Lease.

## ARTICLE VII

## NONSUBORDINATION OF THE CITY'S INTEREST

The Authority intends to finance the Series 2026 Project by the issuance of the Series 2026 Bonds in accordance with the provisions of the Master Lease and Indenture; however, it is understood and agreed that only the Authority's leasehold interest in the Property will be used as security for the payment of the principal, premium, if any, and interest on such Series 2026 Bonds. Consequently, it is understood and agreed by and between the City and the Authority that the City has not subordinated, and shall not be required to subordinate, its interest in and to the Property to secure such financing. However, it is hereby acknowledged that improvements constructed on the Property, including but not limited to the Series 2026 Project, will or may be used as security for the Series 2026 Bonds. In addition, it is understood that the Authority intends to assign its interest, as lessee, in and to this Ground Lease to the Trustee to secure the Series 2026 Bonds. The City hereby consents to such assignment.

## ARTICLE VIII

## TITLE; LIMITATIONS ON ENCUMBRANCES

Section 8.1 Title to the Property and the Series 2026 Project. Subject to the leasehold interest created hereby, title to the Property shall at all times be held in the name of the City. Except personal property purchased by the City at its own expense, title to the Series 2026 Project and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Authority. The City shall have no right, title or interest in the Series 2026 Project or any additions and modifications thereto or replacements thereof, except its reversionary rights by law as lessor and except as expressly set forth herein and in the Master Lease. On termination of this Ground Lease, the City shall become the title owner of all improvements affixed to the Property, including the Series 2026 Project. The Authority agrees to execute such documents on termination of this Ground Lease as are required to convey said improvements to the City as herein provided.

Section 8.2 No Encumbrance, Mortgage or Pledge. Neither the Authority nor the City shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except for Permitted Encumbrances as defined in the Master Lease.

Section 8.3 Encumbrance of Leasehold Interest. The Authority may encumber by mortgage or deed of trust, and may convey, assign or sublease, its leasehold interest and estate in the Property, alone or together with its interests in the Series 2026 Project as a whole, for the benefit of the holders of the Series 2026 Bonds. The execution of any such mortgage, deed of trust, assignment or other instrument or the foreclosure thereof or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage, deed of trust, assignment or conveyance by the Authority for the benefit of the holders of the Series 2026 Bonds, or the exercising of any right, power or privilege set forth therein, shall not be held as a violation of any of the terms or conditions hereof. The assignee or grantee of any conveyance or assignment of the Authority may, at its option, at any time before the rights of the Authority have been terminated as provided herein, pay any of the Rentals due hereunder or pay any taxes and assessments, or do any other act or thing required of the Authority by the terms hereof, or do any act or thing which may be necessary or proper to be done in the observance of the covenants and conditions thereof, or to prevent the termination hereof; all payments so made, and all things so done and performed by such party or entity shall be effective to prevent a forfeiture of the rights of the Authority hereunder as the same would have been if done and performed by said Authority.

## ARTICLE IX

## MAINTENANCE, TAXES AND OTHER CHARGES

Section 9.1 Maintenance of the Property by the Authority. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease, the Authority agrees that at all times during the Ground Lease Term the Authority will maintain, preserve and keep the Property or cause the Property to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that the Authority will from time to time make or cause to be made all necessary and proper repairs, replacements

and renewals with respect to the Property, so that it will continue to be suitable for use as contemplated by the Master Lease.

Section 9.2 Other Governmental Charges and Utility Charges. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease and in the event that the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Property, the Authority shall pay an amount equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Authority shall be obligated to pay such amounts only for such installments as are required to be paid during the Ground Lease Term. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease, the Authority shall also pay as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property.

The Authority may, at the expense and in the name of the Authority, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. In the event that the Authority shall fail to pay any of the foregoing items required by this Section 9.2 to be paid by the Authority, the City may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at the rate of ten percent (10%) per annum, the Authority agrees to pay.

## ARTICLE X

## CONDEMNATION; DESTRUCTION

If during the Ground Lease Term, title to, or the temporary or permanent use of the Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Authority and the City shall cooperate in the collection and disposition of the proceeds of condemnation such that the net proceeds of such condemnation allocable to the Property and to the Authority's leasehold interest in the Property created hereunder shall be deposited and utilized by the Trustee in accordance with the provisions of the Master Lease and the Indenture and the net proceeds of such condemnation allocable solely to the City's reversionary interest in the Property will be payable to the City. Except as otherwise provided in the Master Lease, if during the Ground Lease Term, the Series 2026 Project or any material portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty, the Net Proceeds of any insurance policy shall be deposited and utilized by the Trustee in accordance with the provisions of the Master Lease and the Indenture.

## ARTICLE XI

## DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 11.1 Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for carrying out the intention hereof.

Section 11.2 City and Authority Representatives. Whenever under the provisions hereof the approval of the City or the Authority is required, or the City or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the City by the City Representative and for the Authority by the Authority Representative, and any party hereto and the Trustee shall be authorized to act on any such approval or request.

Section 11.3 Requirements of Law. During the Ground Lease Term, the City and the Authority shall observe and comply promptly with all laws, ordinances, orders, rules and regulations of the federal, state, county and city governments and of all courts or other governmental authorities having jurisdiction over the Series 2026 Project or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Series 2026 Project, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Series 2026 Project or any portion thereof, whether the same are in force at the commencement of the Ground Lease Term or may in the future be passed, enacted or directed.

## ARTICLE XII

## EVENTS OF DEFAULT AND REMEDIES

Section 12.1 Events of Default Defined. The following shall be an "Event of Default" under this Ground Lease: failure by the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority and the Trustee by the City, unless the City shall agree in writing to an extension of time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the City shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the Authority or the Trustee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section are subject to the following limitations: if, by reason of force majeure, the Authority shall be unable in whole or in part to carry out any agreement on its part herein contained, the Authority shall not be deemed in default during the continuance of such inability. The Authority agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Authority from carrying out its agreement; provided, however, that the settlement of strikes, lockout and other industrial disturbances shall be entirely

within the discretion of the Authority, and the Authority shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Authority unfavorable to the Authority. A copy of any notice required by this Section shall also be provided to the Trustee.

Section 12.2 Remedies on Default. Whenever any Event of Default referred to in Section 12.1 of this Ground Lease shall have happened and be continuing, the City, shall have the right, at its option without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Ground Lease.

Section 12.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive, 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. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

Section 12.4 Agreement to Pay Attorney's Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorney's fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the City under this Section 12.4 shall be subject to the availability of City Funds and the obligation of the Authority shall be subject to the legal availability of such funds.

Section 12.5 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 12.6 No Termination of Ground Lease Term. Notwithstanding the remedies provided above, the Ground Lease Term of this Ground Lease may not be terminated prior to the end of the Ground Lease Term described in Article IV hereof by reason of an Event of Default hereunder.

## ARTICLE XIII

## INSURANCE, INDEMNIFICATION AND ENVIRONMENTAL MATTERS

Section 13.1 Insurance. The Authority hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as set forth in Article IX of the Master Lease with respect to the Series 2026 Project.

Section 13.2 Public Liability Insurance. Unless the City is otherwise required to carry the insurance required by Section 9.5 of the Master Lease, the Authority agrees to carry, or cause to be carried public liability insurance with one or more reputable insurance companies in minimum amounts of the limits on governmental liability established by Title 63G, Chapter 7, Utah Code Annotated 1953, as amended. In the event that such limits on governmental liability are increased, the amounts required by this Section 13.2 shall be deemed to be increased to such higher amounts. The insurance required by this Section may be by blanket insurance policy or policies or self-insurance. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority, the City, and the Trustee or absent.

Section 13.3 Workers' Compensation Coverage. Unless the City is otherwise required to carry such insurance pursuant to the Master Lease, at all times from the date hereof until the end of the Master Lease Term, the Authority shall maintain, or cause to be maintained, workers' compensation coverage with respect to officers, agents and employees of the Authority working in, on or about the Series 2026 Project, including coverage for occupational diseases.

Section 13.4 Indemnification Covenants. To the extent of the net proceeds of the insurance coverage of the Authority, the Authority shall and hereby agrees to indemnify and save the City harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Series 2026 Project during the Lease Term from: (i) any condition of the Series 2026 Project and (ii) any act or negligence of the Authority or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. To the extent of available moneys as set forth above, or in the event the Authority is self-insured, or the insurance coverage has a deductible amount, then from moneys to be appropriated under budget proceedings for future years, if such appropriations are then made, the Authority shall indemnify and save the City harmless, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the City, shall defend it in any action or proceeding.

In exchange for the Authority's agreement to indemnify the City as provided in this Section, the City hereby agrees to assert any cause of action that it might individually have against any third parties for the benefit of the Authority. Furthermore, in no event will the City voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Series 2026 Project without the written consent of the Authority.

Section 13.5 Environmental Matters. The City hereby makes the following covenants, warranties, representations and promises with respect to the Property for the benefit of the Authority, the Trustee and the owner of the Bonds:

(a) The City will comply with any and all applicable federal, State, and local laws, rules, regulations or orders with respect to the discharge and remediations of any hazardous or toxic wastes, and shall pay, to the extent permitted by law and solely from and to the extent of City Funds (as defined in the Master Lease) at its sole cost and expense when due, the cost of any future reasonable and appropriate remediations of any such wastes, and shall take appropriate steps to keep the Property free of any lien imposed pursuant to such laws, rules, regulations or orders.

(b) In the event that the Environmental Protection Agency, any agency of the State, or any other federal, State or local governmental agency should rightfully initiate any action for the remediation of any "hazardous substance," as that term is defined in Title 42 of the United States Code, Section 960 1(14), from the Property, the City hereby agrees, to the extent permitted by law and solely from and to the extent of City Funds, to indemnify and hold harmless the Authority, the Trustee and the owners of the Bonds from any liability, costs and expenses, including reasonable attorney's fees, incurred in such action.

(c) To the best knowledge of the City and after reasonable investigation, the Property does not contain any hazardous or toxic substances, wastes or materials as defined in any applicable federal, State or local laws or regulations.

## ARTICLE XIV

## MISCELLANEOUS

Section 14.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, Municipal Building Authority of the City of Hurricane, Utah, 147 North 870 West, Hurricane, Utah 84737, Attention: Chair/President; if to the City, 147 North 870 West, Hurricane, Utah 84737, Attention: Mayor; and if to the Trustee, as provided in the Master Lease. The Authority, the City and the Trustee, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.2 Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 14.3 Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.4 Amendments, Changes and Modifications. (a) Except as provided in subsection (b) below, subsequent to the issuance of the Series 2026 Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Ground Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of Trustee.

(b) Other real property (the "Substitute Property") may be substituted for the real property that is the subject to this Ground Lease, the description of which is contained on Exhibit A hereto, as long as the following conditions are satisfied:

(i) a property description of the Substitute Property shall be delivered to the Authority and the Trustee and a new Exhibit A containing a legal description of the Substitute Property shall be attached hereto;

(ii) a title insurance policy satisfying the requirements of Section 2.4(c)(v)(A) of the General Indenture shall be delivered to the Trustee;

(iii) a certificate signed by a City Representative to the effect that the Substitute Property is suitable for use as a fire station or training center and that the Substitute Property has all means of ingress and egress so that the fire stations, training tower or training facility may be accessed;

(iv) an opinion of the City Attorney of the City addressed to the Trustee and the City to the effect that the provisions of this Section 14.(4)(b) have been satisfied and that any exceptions appearing in the Title Report to the Substitute Property will not interfere with the operation of the Series 2026 Project or impair the marketability of the title to Series 2026 Project or the general security provided for holders of the Series 2026 Bonds issued under the Indenture; and

(v) and all documents relating to the substitution of property shall be properly recorded with the Salt Lake County Recorder.

Section 14.5 Execution in Counterparts. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.6 Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State.

Section 14.7 Captions. The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

Section 14.8 Assignment. This Ground Lease may be assigned and reassigned by the Authority and the Authority's interest in the Property transferred in accordance with the terms hereof and of the Master Lease. This Ground Lease may not be assigned by the City for any reason.

Section 14.9 No Merger. The parties hereto agree that the doctrine of merger shall not operate to destroy or terminate the leasehold interest granted to the Authority under this Ground Lease.

IN WITNESS WHEREOF, the Authority has caused this Ground Lease to be executed with its corporate seal hereunto affixed and attested by its duly authorized officers. The City has executed this Ground Lease in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF HURRICANE, UTAH

(SEAL)

_____
By: Clark Fawcett
Its: Chair/President

ATTEST AND COUNTERSIGN:

_____
By: Cindy Beteag
Its: Secretary-Treasurer

THE CITY OF HURRICANE, UTAH

_____

By: Clark Fawcett
Its: Mayor

(SEAL)

ATTEST AND COUNTERSIGN:

_____

By: Cindy Beteag
Its: City Recorder

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

On _____, 2026, Clark Fawcett and Cindy Beteag, the Chair/President and Secretary-Treasurer, respectively, of the Municipal Building Authority of the City of Hurricane, Utah, personally appeared before me, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

_____
NOTARY PUBLIC

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

On _____, 2026, Clark Fawcett and Cindy Beteag, the Mayor and City Recorder, respectively, of the City of Hurricane, Utah, personally appeared before me, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

_____
NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF PROPERTY

A description of that certain real property located in Washington County, Utah, to wit:

# BOND PURCHASE CONTRACT

Municipal Building Authority of
the City of Hurricane, Utah
Lease Revenue Bonds, Series 2026

_____, 2026

Municipal Building Authority of
the City of Hurricane, Utah
147 North 870 West
Hurricane, Utah

City of Hurricane, Utah
147 North 870 West
Hurricane, Utah

The undersigned, _____ (the "Underwriter"), on behalf of itself and not as fiduciary or agent for you, offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Municipal Building Authority of the City of Hurricane, Utah (the "Issuer") and the City of Hurricane, Utah (the "City") which, upon the acceptance by the Issuer and the City of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon each of you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

## ARTICLE I

## SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $_____ aggregate principal amount of Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), at a purchase price of $_____ (representing the principal amount of the Series 2026 Bonds, plus a [net] reoffering premium of $_____ and less an Underwriter's discount of $_____). The Series 2026 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2026 Bonds shall be as described in the Official Statement dated _____, 2026 of the Issuer relating to the Series 2026 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Building Authority Act, Title 17D, Chapter 2, Utah Code

Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Building Authority Act"), and (ii) a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as previously supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of _____, 2026 (the "Seventh Supplemental Indenture," and together with the General Indenture, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee (the Trustee"). The Series 2026 Bonds are secured under the Indenture and the Security Documents (as defined in the Indenture). The Series 2026 Bonds are authorized pursuant to a resolution of the Issuer adopted on October 1, 2026 (the "Resolution") by the Governing Board of the Issuer (the "Board") which provides for the issuance of the Series 2026 Bonds and approved pursuant to a resolution of the City (the "Approval Resolution") adopted by its City Council on October 1, 2026.

(c) The Series 2026 Bonds are being issued for the purpose of (i) financing the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"); (ii) funding any required deposit to a debt service reserve fund; and (iii) paying costs associated with the issuance of the Series 2026 Bonds. Pursuant to an annually renewable Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as previously amended and as further amended by a Sixth Amendment to Master Lease Agreement dated as of _____, 2026 (the "Sixth Amendment to Master Lease" and together with the Master Lease, the "Lease") the Series 2026 Project will be leased by the City from the Issuer, [along with the project financed by the Issuer's Series 2010 Bonds and Series 2013 Bonds (the "Prior Projects")] in consideration of the payment of Rentals (as defined in the Lease).

(d) The Indenture, the Lease, the Security Documents, and the Ground Lease (as such terms are defined in the Official Statement), the Series 2026 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below) and this Purchase Contract are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2026 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. Subject to Section 1.2 below, the Underwriter may, however, change such initial offering prices or yields as it may deem necessary, in its discretion, in connection with the marketing of the Series 2026 Bonds and offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing the Series 2026 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2026 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond

Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2026 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2026 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2026 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2026 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2026 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds.

(c) The Underwriter confirms that it has offered the Series 2026 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026 Bonds, the Underwriter will neither offer nor sell unsold Series 2026 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was

employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(iii) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer and the City hereby authorize the use of copies of the Official Statement. The Issuer and the City hereby agree to provide to the Underwriter within seven (7) business days of the date hereof an electronic copy of the Official Statement in form sufficient to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The City has heretofore "deemed final" the Preliminary Official

Statement for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer and the City acknowledge and ratify the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2026 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the City will undertake, pursuant to a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as APPENDIX D to the Preliminary Official Statement and will also be set forth as APPENDIX D to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2026, or on such later date as shall be agreed upon in writing by the Issuer, the City, and the Underwriter, the Issuer and the City will cause the Series 2026 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Gilmore & Bell, P.C., 15 West South Temple, Suite 1400, Salt Lake City, Utah, or such other location as may be mutually agreed upon by the Issuer, the City, and the Underwriter. The closing date of _____, 2026, is herein referred to as the "Closing Date." The Underwriter will accept such delivery and pay the purchase price of the Series 2026 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2026 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2026 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

## ARTICLE II

## REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer shall provide such information, access to its properties and appropriate records and other cooperation, as may be reasonably requested until 25 days after the "end of the underwriting period" (as defined in Rule 15c2-12) (which underwriting period the Issuer may assume to have ended on the Closing Date unless notified to the contrary by the Underwriter) as, in the opinion of the Underwriter, may be required in connection with the offering of the Series 2026 Bonds.

Section 2.2. The Issuer is a nonprofit corporation created by the Municipal Council of the City pursuant to the Building Authority Act and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"). The Issuer has full power and authority (a) to adopt the Resolution; (b) to execute, deliver and perform its obligations under each of the Transaction Documents to which it is a party; (c) to

execute, issue, sell and deliver the Series 2026 Bonds to the Underwriter for the purposes contemplated by the Preliminary Official Statement and as provided herein; (d) to own the Prior Projects and to lease the Prior Projects to the City pursuant to the Lease; and (e) to carry out and to consummate the transactions on its part contained in the Transaction Documents and the Official Statement, to pledge and assign to the Trustee the Trust Estate (as defined in the Indenture), and to create a security interest in the Prior Projects to secure the payment of the Series 2026 Bonds and all Additional Bonds and Refunding Bonds pursuant to the Indenture.

Section 2.3. The Board of the Issuer has duly adopted the Resolution, has duly authorized and approved the execution and distribution of the Preliminary Official Statement and the Official Statement and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and the Purchase Contract.

Section 2.4. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2026 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.5. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2026 Bonds by the Issuer upon the terms and conditions set forth herein and in the Official Statement and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.6. 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 threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2026 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2026 Bonds or the execution and delivery of any of the Transaction Documents to which the Issuer is a party.

Section 2.7. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2026 Bonds will have been duly

authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.8. The Issuer is not in breach of or in default under any material 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 bound; and the execution and delivery of the Series 2026 Bonds and the Transaction Documents to which the Issuer is a party, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.9. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Base Rentals or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.10. The information contained in the Preliminary Official Statement was as of its date, and is, as of the date hereof, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions [“THE SERIES 2026 BONDS—Book-Entry Only System,” “UNDERWRITING,” APPENDIX B, APPENDIX C, APPENDIX E or APPENDIX F.]

Section 2.11. The Issuer has full power and authority to receive and utilize the Base Rentals in accordance with the Indenture.

Section 2.12. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.13. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2026 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026 Bonds.

Section 2.14. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2026 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2026 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.15. If, between the date of this Purchase Contract and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter), any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer and the City at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2026 Bonds.

Section 2.16. The Issuer has duly adopted the Resolution and approved the execution of the Transaction Documents to which it is a party and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents to which it is a party will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.17. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.18. The Issuer has complied, and will at the Closing for the Series 2026 Bonds be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.19. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing for the Series 2026 Bonds shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.20. The Issuer has not otherwise pledged or assigned or granted a security interest in the Trust Estate to the payment of any obligations of the Issuer.

## ARTICLE III

## REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE CITY

In order to induce the Underwriter to enter into this Purchase Contract, with full realization and appreciation of the fact that the investment value of the Series 2026 Bonds and the ability of the Issuer to sell and the Underwriter to resell the Series 2026 Bonds are dependent upon the credit standing of the City and in consideration of the foregoing and execution and delivery of this Purchase Contract, the City represents and warrants to and covenants with the Underwriter as follows:

Section 3.1. The City is and will be at the Closing Date a validly organized and existing municipal corporation under the laws of the State of Utah with full power and authority to execute, deliver and perform its obligations under the Transaction Documents to which it is a party, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein;

Section 3.2. The execution and delivery of each of the Transaction Documents to which the City is a party, the approval by the City of this Purchase Contract and adoption of the Approval Resolution, and compliance by the City with the provisions of any or all of the foregoing documents and the application of the proceeds of the Series 2026 Bonds for the purposes described in the Preliminary Official Statement do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the City is a party or by which the City or any of its property is or may be bound;

Section 3.3. The City has duly authorized all necessary action to be taken by it for: (a) the issuance and sale of the Series 2026 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement and in the Indenture and the approval of this Purchase Contract; and (b) the execution, delivery and receipt of each of the Transaction Documents to which the City is a party, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the City in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement;

Section 3.4. When executed by the respective parties thereto, the Transaction Documents to which the City is a party will constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms;

Section 3.5. The City has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents to which the City is a party and any and all other agreements relating thereto;

Section 3.6. 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 threatened against the City or others (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026 Bonds or the revenues or assets of the City appropriated or pledged or to be appropriated or pledged to pay the Base Rentals payable under the Lease or the pledge or appropriation thereof, (c) the validity or enforceability of the Series 2026 Bonds or any of the Transaction Documents, (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or (e) contesting the powers of the City or any authority for the issuance of the Series 2026 Bonds, or the execution and delivery of any of the Transaction Documents or the transactions contemplated thereby;

Section 3.7. The City is not in breach of or default under any applicable law or administrative regulation of the State of Utah or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the City is a party or to which it or any of its property is otherwise subject; and the execution and delivery of the Series 2026 Bonds and the Transaction Documents to which the City is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the City is a party or to which it or any of its property is otherwise subject;

Section 3.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the Transaction Documents in any manner or to any extent which could have a material adverse effect on the financial condition of the City, the operation of the City, the due performance by the City of its obligations in connection with the issuance, sale and delivery of the Series 2026 Bonds, or the ability of the City to carry out the transactions contemplated by this Purchase Contract and the Preliminary Official Statement, or have an adverse effect on the validity or enforceability, in accordance with their respective terms, of the Series 2026 Bonds or any of the Transaction Documents or in any way adversely affect the existence or powers of the City;

Section 3.9. The City has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the City ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 3.10. The City's audited financial statements as of and for the year ended June 30, 2025, a copy of which has heretofore been delivered to the Underwriter, present fairly the financial position of the City at June 30, 2025 and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the City to the Underwriter in connection with the Lease and this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement, since June 30, 2025 there has been no material adverse change in the condition, financial or otherwise,

of the City from that set forth in the audited financial statements as of and for the year ended that date, and the City has not since June 30, 2025 incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 3.11. The information contained in the Preliminary Official Statement relating to the City, the application of the proceeds of sale of the Series 2026 Bonds, and the participation by the City in the transactions contemplated by the Transaction Documents and the Preliminary Official Statement was, as of its date, and is, as of the hereof, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided in writing by the Underwriter and included on the inside front cover page of the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026 Bonds or (y) statements in or omissions in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2026 BONDS—Book-Entry Only System," "UNDERWRITING," APPENDIX B, APPENDIX C, APPENDIX E, or APPENDIX F.

Section 3.12. The City will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Lease and the Indenture;

Section 3.13. The City hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2026 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026 Bonds;

Section 3.14. The City agrees reasonably to cooperate with the Underwriter in any endeavor to qualify the Series 2026 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Series 2026 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The City hereby consents to the use of the Official Statement and the Transaction Documents by the Underwriter in obtaining such qualification;

Section 3.15. If at any time from the date of this Purchase Contract through twenty-five (25) days following the "end of the underwriting period" (as defined in Rule 15c2-12) any event shall occur that might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will request that the Issuer supplement or amend the Official Statement in a

form and in a manner approved by the Underwriter. If the Official Statement is so supplemented or amended prior to the Closing, such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Contract, and if the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the City and the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2026 Bonds;

Section 3.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the City and delivered to the Underwriter or the Trustee at or before the Closing shall constitute a representation, warranty or agreement by the City upon which the Underwriter and the Trustee shall be entitled to rely.

Section 3.17. Any instances of non-compliance by the City within the last five years with each undertaking it has entered into pursuant to Rule 15c2-12, have been properly disclosed by the City in the Preliminary Official Statement and the Official Statement.

## ARTICLE IV

## UNDERWRITER'S CONDITIONS

Section 4.1. The Underwriter has entered into this Purchase Contract in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2026 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date for the Series 2026 Bonds:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury

Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2026 Bonds or financial instruments similar in nature to the Series 2026 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2026 Bonds or financial instruments similar in nature to the Series 2026 Bonds to be registered under the Securities Act or any other "security," as defined in the Securities Act, issued in connection with or as part of the issuance of the Series 2026 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2026 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2026 Bonds, including any action relating to (i) the tax status of the Series 2026 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as APPENDIX E to the Official Statement, or (ii) a limitation on the ability of the Issuer to receive the Base Rentals, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2026 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2026 Bonds or any other obligations of the Issuer or the Insurer by S&P Global Ratings ("S&P"), Fitch Ratings ("Fitch"), or Moody's Investors Service ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2026 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2026 Bonds, (B) to restrain or enjoin, or otherwise seek recovery of damages with respect to the receipt by the Issuer of the Base Rentals, (C) in any way contesting or affecting any authority for or the validity of the Series 2026 Bonds, any of the proceedings of the Issuer, the City, or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2026 Bonds, or (D) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2026 Bonds.

(c) At or prior to the Closing for the Series 2026 Bonds, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as APPENDIX E to the Official Statement;

(ii) The opinion of Gilmore & Bell, P.C., as disclosure counsel, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) Opinions of the office of the Counsel of the City, as counsel for the Issuer and the City, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Chair/President of the Issuer and the Secretary-Treasurer of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds or the collection of moneys pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance

of the Series 2026 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents to which the Issuer is a party, the validity or enforceability of the Series 2026 Bonds, or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, (iii) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (iv) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the moneys pledged under the Indenture or the pledge of the moneys pledged under the Indenture, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, the Prior Projects and the application of the proceeds of sale of the Series 2026 Bonds are correct in all material respects, as of the date of the Official Statement and as of said Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents to which the Issuer is a party have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents to which the Issuer is a party constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents to which the Issuer is a party has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents to which the Issuer is a party, and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) The City's certificate, dated the Closing Date, signed by the Mayor of the City and the City Recorder of the City and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the City herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the City (i) to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds

or the collection of moneys pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2026 Bonds or the adoption of the Approval Resolution or the execution and delivery of the Transaction Documents to which the City is a party, the validity or enforceability of the Series 2026 Bonds, or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, (iii) questioning or challenging any power of the City, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the City or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the moneys pledged under the Indenture or the pledge of the moneys pledged under the Indenture, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Approval Resolution; (C) the descriptions and information contained in the Official Statement relating to the City, its organization and financial and other affairs, the Prior Projects, and the application of the proceeds of sale of the Series 2026 Bonds are correct in all material respects, as of the date of the Official Statement and as of said Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the City has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents to which the City is a party have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents to which the City is a party constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Approval Resolution authorizing the execution and delivery of the Transaction Documents to which the City is a party has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents to which the City is a party, and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the City is a party or any law, public administrative rule or regulation, court order or consent decree to which the City is subject;

(vi) A copy of each of the Transaction Documents, duly executed by each of the parties thereto;

(vii) A copy of the Tax Certificate of the Issuer and the City, relating to matters affecting the excludability from gross income for federal income tax

purposes of interest on the Series 2026 Bonds, including the use of proceeds of sale of the Series 2026 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(viii) Evidence that the federal tax information form 8038-G has been prepared for filing;

(ix) A copy of each of the Preliminary Official Statement and copies of the Official Statement;

(x) Evidence satisfactory to the Underwriter that the Series 2026 Bonds have received a rating of "[___]" from [_____];

(xi) All documents, certificates and opinions required by the Indenture; and

(xii) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

## ARTICLE V

## EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2026 Bonds to the Underwriter, including rating agency fees, the costs of printing of the Series 2026 Bonds, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2026 Bonds, the fees and expenses of Bond and Disclosure Counsel, the fees and expenses of counsel to the Issuer, Zions Public Finance, Inc., as the municipal advisor to the Issuer, the premiums relating to title policies for the Series 2026 Project, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

## ARTICLE VI

## GENERAL

Section 6.1. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to _____, [Purchaser Address], Attention: _____. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Municipal Building Authority of the City of Hurricane, Utah, 147 North 870 West, Hurricane, Utah 84737, Attention: Chair/President, with a copy thereof to

the City Attorney, 147 North 870 West, Hurricane, Utah 84737. Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing to City of Hurricane, 147 North 870 West, Hurricane, Utah 84737, Attention: Mayor, with a copy thereof to the City Attorney, 147 North 870 West, Hurricane, Utah 84737.

Section 6.2. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2026 Bonds hereunder and regardless of any investigation made by the Underwriter or on its behalf.

Section 6.3. This Purchase Contract shall be governed by the laws of the State of Utah.

Section 6.4. The Issuer and the City acknowledge and agree that (i) the purchase and sale of the Series 2026 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the Issuer, the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer or the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer or the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer or the City on other matters) and the Underwriter has no obligation to the Issuer or the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer and the City consulted their own legal, financial and other advisors to the extent they deemed appropriate in connection with the offering of the Series 2026 Bonds.

Section 6.5. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the City, including this Purchase Contract.

Section 6.6. This Purchase Contract and all documents necessary or required to complete the sale of the Bonds may be executed in multiple counterparts, all of which taken together will constitute one and the same instrument. Pursuant to the Uniform Electronic Transactions Act, Title 46, Chapter 4 Utah Code Annotated 1953, as amended, the Underwriter and the City hereby agree and consent to the use of electronic signatures and electronic records in connection with the Bond transaction; provided, however, that such consent and agreement only permits the use of, but does not require, electronic signatures or electronic records, including on documents delivered in counterparts.

Section 6.7. 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.

Section 6.1. This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract shall become effective upon the execution by the Underwriter and the acceptance hereof by the Issuer and the City.

Very truly yours,

[UNDERWRITER]

By: _____

Title: _____

MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

By: _____
Chair/President

(AUTHORITY SEAL)

ATTEST:

By: _____
Secretary-Treasurer

CITY OF HURRICANE, UTAH

By: _____
Mayor

(CITY SEAL)

ATTEST:

By: _____
City Recorder

EXHIBIT A

$_____
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH
LEASE REVENUE BONDS,
SERIES 2026

| Maturity Date (_____) | Principal Amount | Interest Rate | Yield | Price | Pricing Rule |
|---|---|---|---|---|---|

---

c Yield to optional call on _____.
* General Rule Maturities.
*** Hold-the-Offering-Price maturities.

EXHIBIT B

FORM OF
UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$_____
Municipal Building Authority of The City of Hurricane, Utah
Lease Revenue Bonds, Series 2026

The undersigned, on behalf of _____ (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the Municipal Building Authority of The City of Hurricane, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, the Issuer, and the City of Hurricane, Utah, dated _____, 2026 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another),

(B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means _____, on its own behalf and as representative of each Underwriting Firm.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

_____

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Contract*]
ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

[OPINION OF COUNSEL TO AUTHORITY]

[_____, 2026]

[Purchaser/Underwriter] .
[Street Address]
[City, State, Zip]

Gilmore & Bell, P.C.
15 W. South Temple, Suite 1400
Salt Lake City, UT 84101

Zions Bancorporation,
National Association
7860 S Bingham Junction Blvd.
Midvale, UT 84047

I have acted as counsel to the Municipal Building Authority of the City of Hurricane, Utah, a Utah nonprofit corporation (the "Issuer") in connection with the issuance and sale of its $[_____] Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds are being issued pursuant to that certain General Indenture of Trust, dated as of April 1, 1999, as previously amended and supplemented and as further amended and supplemented by a Seventh Supplemental Indenture, dated as of [_____], 2026 (collectively the "Indenture"), each by and between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2026 Bonds are payable from annually renewable lease payments to be made by Hurricane City, Utah (the "City") pursuant to a Master Lease Agreement dated as of April 1, 1999, as previously amended and supplemented and as further amended and supplemented by a Sixth Amendment to Master Lease Agreement (collectively, "Master Lease"), by and between the Issuer and the City. Payments to be made by the City to the Issuer are pledged to the payment of the Series 2026 Bonds under the Indenture.

The Series 2026 Bonds are being issued to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"); (b) fund any required deposit to a debt service reserve fund; and (c) pay costs associated with the issuance of the Series 2026 Bonds.

In this connection, I have examined such documents and matters of law as I have deemed relevant and necessary in rendering this opinion.

Based on the foregoing examination I am of the opinion that:

1. The Issuer is duly organized, validly existing and in good standing as a nonprofit corporation under the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Article 2, Utah Code Annotated 1953, as amended, and has the authority under the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended to issue the Series 2026 Bonds and to authorize, execute, deliver, and perform its obligations and to carry out and consummate all transactions contemplated under the Issuer Documents.

2. In connection with the issuance of the Series 2026 Bonds and all related transactions, the Issuer has complied with the provisions of its Articles of Incorporation and Bylaws and the Constitution and the laws of the State of Utah.

3. The Issuer has taken all action necessary to authorize the execution (if applicable), delivery, receipt and due performance of the Series 2026 Bonds, the Official Statement, the Issuer Documents, and such other agreements and documents that may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Series 2026 Bonds and the Issuer Documents.

4. The Issuer Documents have each been duly authorized, executed and delivered and constitute legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other laws affecting the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

5. The Series 2026 Bonds are valid and binding limited obligations of the Issuer enforceable in accordance with their terms (except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other laws affecting the enforcement of creditors rights generally or usual equity principles in the event equitable remedies should be sought) and the terms of the Indenture and are entitled to the benefits of the Indenture and the Act.

6. The execution (as applicable) and delivery of the Series 2026 Bonds and the Issuer Documents, and the delivery of the Official Statement and the performance by the Issuer of its obligations thereunder, do not violate the Articles of Incorporation or Bylaws of the Issuer, the Constitution or laws of the State of Utah, or any applicable rule, or order or regulation of any state or federal government authority or agency in any material way, or, to my knowledge, any court order by which the Issuer is or may be bound, and such actions do not constitute a material default under any material agreement, indenture, mortgage, lease, note, or other material obligation or instrument to which the Issuer is a party and of which I have knowledge; and as of the date hereof, no approval or other action by the state governmental authority or agency is required in connection therewith, except such approvals or actions which have heretofore been obtained or taken.

7. I know of no litigation, action, suit, proceeding of any nature, or, to my knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to my knowledge, threatened against or affecting the Issuer or its property or, to the best of my knowledge, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the Series 2026 Bonds, or the Issuer Documents or the transaction contemplated by the Official Statement.

8. To the best of my knowledge after due inquiry, the statements contained in the Preliminary Official Statement and Official Statement under the caption "LEGAL MATTERS—Absence of Litigation" are true and correct in all material respects.

9. The use and distribution of the Preliminary Official Statement and Official Statement on behalf of the Issuer has been authorized by all necessary action of the Issuer.

10. Without undertaking to determine independently the accuracy or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, except as set forth in 8 above, nothing has come to my attention that would cause me to believe that the Preliminary Official Statement as of its date, and the Official Statement as of its date and the date hereof, and with respect to the Issuer, contains or contained any untrue statement of a material fact or omits or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

11. To my knowledge, the Issuer has made all filings with, and has received all approvals, consents, and orders of, each governmental authority, legislative body, board, agency, or commission having jurisdiction and each other person or entity necessary to permit the Issuer to perform its obligations under the Issuer Documents and the Series 2026 Bonds, and to operate and lease the Series 2026 Project (as defined in the Indenture) and to exercise its rights thereunder.

Very truly yours,

By:

CERTIFICATE REGARDING ESTIMATED USEFUL LIFE

The undersigned, _____, of _____, has acted as the Architect or Engineer for the Municipal Building Authority of the City of Hurricane, Utah in connection with the construction of a police station, a city hall, and related improvements (collectively, the "Series 2026 Project"), and based upon the foregoing, the undersigned hereby certifies to the best of his/her knowledge that the estimated useful life of the Series 2026 Project is not less than [_____] (_____) years assuming proper maintenance and repair. Attached hereto as Exhibit A are certain plans and specifications that have been prepared heretofore in conjunction with the Series 2026 Project.

Dated: _____, 2026

By: _____

Name: _____

Title: _____

EXHIBIT A

[Insert any Plans and Specifications Prepared by the Architect or Engineer]

HURRICANE CITY
UTAH

## STAFF COMMENTS

**Agenda Date:** 10/01/26

**Item:** Consideration for adoption of a Resolution 2026-33 of the Municipal Building Authority of Hurricane City, Utah authorizing the issuance and sale of not more than $27,000,000 aggregate principal amount of lease revenue bonds, series 2026 and related matters. AND

Consideration for adoption of Resolution 2026-34 of the City Council of Hurricane City, Utah (the "City") authorizing and approving the execution and delivery of an Amendment to Master Lease Agreement and a Ground Lease Agreement by and between the City and the Municipal Building Authority of Hurricane City, Utah (the "Authority"), authorizing the issuance and sale by the Authority of its Lease revenue Bonds, Series 2026, in an aggregate principal amount of not more than $27,000,000; authorizing and approving the execution and delivery by the Authority of a Supplemental Indenture of Trust, a Bond Purchase Contract, certain security documents, and other documents required in connection with the series 2026 Bonds; adopting a tax and disclosure compliance procedure; authorizing the taking of all other actions necessary to the consummation of the transaction contemplated by the resolution; and related matters.

**Discussion:** These agenda items relate to financing for the new Hurricane City Campus, which includes the new Police Station and the new City Office building. The Police Station is tentatively scheduled to begin grading in November. The project would be financed through the Municipal Building Authority's Lease Revenue Bonds, Series 2026. The MBA is a separate legal entity created by the City to finance and hold title to public buildings. The City leases the buildings from the MBA, and those lease payments repay the bonds. Once the bonds are paid in full, ownership of the building's transfers to the City. Staff is recommending approval of the resolution authorizing the issuance of the Series 2026 Lease Revenue Bonds in a total principal amount of not more than $27,000,000, maturing in not more than 31 years, and at an interest rate not to exceed 6%. The 6% rate is a ceiling, not the rate we expect to receive.

As with our other financings, I am taking a very conservative approach, and I anticipate that both the amount financed and the interest rate will come in below these limits. – Paige Chapman

**Findings:**

**Recommendation:**

Hurricane, Utah

October 1, 2026

The City Council (the "Council") of the City of Hurricane, Utah (the "City"), met in regular session at 6:00 p.m. on October 1, 2026, with the following members present:

| | |
|---|---|
| Clark Fawcett | Mayor |
| Lynn Excell | Council Member |
| Dave Imlay | Council Member |
| Joseph Prete | Council Member |
| Merlin Spendlove | Council Member |
| Amy Werrett | Council Member |

Also present:

| | |
|---|---|
| Kaden Demille | City Manager |
| Cindy Beteag | City Recorder |

Absent:

The meeting was duly called to order and a Certificate of Compliance with Open Meeting Law with respect to this October 1, 2026 meeting was presented to the Council, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the City. The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HURRICANE, UTAH (THE "CITY") AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO MASTER LEASE AGREEMENT AND A GROUND LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $27,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE CONTRACT, CERTAIN SECURITY DOCUMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; ADOPTING A TAX AND DISCLOSURE COMPLIANCE PROCEDURE; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City has previously authorized and directed the creation of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"); and

WHEREAS, pursuant to the direction of the City, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act"); and

WHEREAS, the office of Vice President of the Authority is currently vacant due to an expiration of the prior Vice President's designated term; and

WHEREAS, pursuant to the Articles of Incorporation (the "Articles") and the Bylaws (the "Bylaws") of the Authority (collectively, the "Governing Documents"), the Authority is required to maintain certain officers (including a Vice-President) and the Council has the authority to fill vacancies in such offices and elect officers as necessary or appropriate for the conduct of the Authority's purposes; and

WHEREAS, the Council has determined that it is in the best interests of the Authority and is required by the Governing Documents to fill the vacancy in the office of Vice President; and

WHEREAS, the Council desires to appoint the Mayor Pro Tem to serve as Vice President of the Authority effective as of October 1, 2026 for the term which such office is established or until such officers successor is elected or appointed, or until such officers earlier resignation or removal all in accordance with the Governing Documents; and

WHEREAS, under the Articles, the objects and purposes for which the Authority has been founded and incorporated are to construct, acquire, improve or extend one or more projects and to

finance their costs on behalf of the City in accordance with the procedures and subject to the limitations of the Building Authority Act in order to accomplish the public purpose for which the City exists; and

WHEREAS, pursuant to the provisions of the Building Authority Act and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (together, the "Act"), and under the direction of the City, the Governing Board of the Authority (the "Governing Board") has the authority to issue the Authority's Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority) in an aggregate principal amount of not to exceed $27,000,000 to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"), (b) fund any required deposits to a debt service reserve fund, and (c) pay costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds are to be issued pursuant to the General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as heretofore supplemented and amended and as further supplemented by a Seventh Supplemental Indenture of Trust (the "Seventh Supplemental Indenture" and together with the General Indenture as heretofore supplemented and amended, the "Indenture"), each by and between the Authority and Zions Bancorporation, National Association, as trustee, (the "Trustee") substantially in the forms presented to the Council at this meeting and attached hereto as Exhibit B; and

WHEREAS, the City is the owner of a fee simple interest in or has or shall have a leasehold interest in the site on which the Series 2026 Project will be located and the City desires to lease such property to the Authority pursuant to the terms and provisions of a Ground Lease Agreement (the "Ground Lease"), in substantially the form presented to the Council at this meeting and attached hereto as Exhibit C and herein authorized and approved; and

WHEREAS, the Series 2026 Project is to be leased to the City, on an annually renewable basis, by the Authority pursuant to the terms and provisions of the Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as heretofore amended and as further amended by a Sixth Amendment to Master Lease (the "Sixth Amendment to Lease" and collectively with the Master Lease as previously amended, the "Lease"), by and between the Authority and the City, in substantially the forms presented to the Council at this meeting and attached hereto as Exhibit D; and

WHEREAS, to further secure its payment obligations under the Indenture, the Authority proposes to grant a lien on and security interest in the Series 2026 Project pursuant to: (i) either a Supplement to Amended and Restated Leasehold Deed of Trust, Assignment of Rents and Security Agreement or a Leasehold Deed of Trust, Assignment of Rents and Security Agreement, and (ii) an Assignment of Ground Lease in substantially the forms presented to this meeting and attached hereto as Exhibit E (collectively the "Security Documents"); and

WHEREAS, the Authority by its Resolution dated the date hereof (the "Authority Resolution") has or is expected to authorize, approve and direct (i) the execution of the Indenture,

the Ground Lease, the Lease, and the Security Documents; (ii) the issuance of the Series 2026 Bonds; and (iii) the financing of the Series 2026 Project; and

WHEREAS, there has been presented to the Council at this meeting a form of a Bond Purchase Contract (the "Bond Purchase Contract") to be entered into among the Authority, the City and a purchaser/underwriter selected by the Authority for the Series 2026 Bonds (the "Purchaser/Underwriter"), in substantially the form attached hereto as Exhibit F, in the event that the Series 2026 Bonds are not sold pursuant to a public bid with an official notice of bond sale or similar document; and

WHEREAS, (i) the plans and specifications for the Series 2026 Project, including a certificate of the engineer/architect responsible for planning the Series 2026 Project (which certificate sets forth the estimated useful life of the Series 2026 Project) and (ii) the estimated costs of the Series 2026 Project are set forth in Exhibit G hereto and are hereby submitted to the Council for its approval; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization by the City, and therefore it is necessary that the Council authorize certain actions by the Authority in connection with the transactions contemplated hereby in connection with the issuance of the Series 2026 Bonds; and

WHEREAS, the City desires to improve and promote the local health and general welfare of the citizens of the City by entering into the documents and taking the actions described above; and

WHEREAS, the City desires to (i) approve and direct the execution of the Ground Lease, the Bond Purchase Contract, and the Lease by the City; (ii) authorize the issuance of the Series 2026 Bonds and the financing of the Series 2026 Project by the Authority; (iii) authorize the execution of the Ground Lease, the Lease, the Indenture, the Bond Purchase Contract, and the Security Documents by the Authority; (iv) approve the plans and specifications for the Series 2026 Project and the estimated costs of the Series 2026 Project; and (v) authorize certain other acts to be taken by the Authority in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HURRICANE, UTAH AS FOLLOWS:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers of the Authority directed toward the issuance of the Series 2026 Bonds and the financing of the Series 2026 Project are hereby ratified, approved and confirmed.

Section 2. The Council hereby appoints the Mayor Pro Tem as Vice President of the Authority, effective as of October 1, 2026, to serve in such capacity in accordance with the Authority's Governing Documents and applicable law.

Section 3. The City hereby finds and determines, pursuant to the Constitution and laws of the State of Utah, that the leasing of the Series 2026 Project under the terms and provisions and for the purposes set forth in the Lease and the other documents, instruments and conveyances

hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and is in the best interest of the citizens of the City, and the Council hereby authorizes, approves and directs the issuance and sale of the Series 2026 Bonds by the Authority in accordance with the provisions of the Indenture and the leasing of the Series 2026 Project in the manner provided in the Lease and the Ground Lease.

Section 4. The Ground Lease, the Lease, the Indenture, the Security Documents and the Bond Purchase Contract, in substantially the respective forms presented to the Council at this meeting and attached hereto as exhibits, are in all respects approved, authorized, and confirmed, and the Mayor [or the Mayor Pro Tem], in the absence of the Mayor, and the City Manager are authorized to approve the final terms thereof and to execute and deliver the Ground Lease, the Lease and the Bond Purchase Contract in the forms and with substantially the same content as attached hereto for and on behalf of the City with final terms as may be established for the Series 2026 Bonds by the City and with such alterations, changes or additions as may be necessary or as may be authorized herein. When authorized by the Governing Board of the Authority, the Council hereby approves and authorizes the execution and delivery of the Bond Purchase Contract, the Lease, the Indenture, the Security Documents and the Ground Lease, by the Authority in substantially the forms presented to the Council at this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 5. The Council hereby authorizes the financing of the Series 2026 Project and the delegation by the Authority, to certain officers of the Authority, the ability to set the final terms of the Series 2026 Bonds within the parameters established by the Authority in the Authority Resolution, which parameters are as follows: maximum aggregate principal amount shall not exceed Twenty-Seven Million Dollars ($27,000,000); the maximum interest rate shall not exceed six percent (6.00%) per annum; the maximum maturity shall not exceed thirty-one (31) years from the dated date of the Series 2026 Bonds; and the maximum discount from par at which the Series 2026 Bonds may be sold shall not exceed two percent (2.00%).

Section 6. For the purpose of providing funds to (a) finance the Series 2026 Project, (b) fund any required deposits to a debt service reserve fund, and (c) pay costs associated with the issuance of the Series 2026 Bonds and for such other purposes as may be authorized under the Indenture, the Authority shall issue the Series 2026 Bonds which shall be designated the "Municipal Building Authority of the City of Hurricane, Utah Lease Revenue Bonds, Series 2026" (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority, provided that the terms of the Series 2026 Bonds shall not exceed the parameters referenced in Section 5 herein). The Series 2026 Bonds shall be dated, shall bear interest, and shall mature as set forth in the Seventh Supplemental Indenture.

Section 7. The Authority is authorized to issue and sell the Series 2026 Bonds to the Purchaser/Underwriter thereof pursuant to the terms of the Bond Purchase Contract in the aggregate principal amount of not to exceed $27,000,000 and at the purchase price set forth therein or pursuant to a public bidding process. The Series 2026 Bonds shall be dated as of their date of delivery, shall bear interest, and mature as set forth in the Seventh Supplemental Indenture.

Section 8. The form, terms, and provisions of the Series 2026 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and

number shall be as set forth in the Indenture. The Series 2026 Bonds shall mature prior to the expiration of the estimated useful life of the Series 2026 Project. The Chair/President of the Authority, including any authorized official acting in the Chair/President's place, is hereby authorized to execute the Series 2026 Bonds, to place thereon the seal of the Authority and to deliver the Series 2026 Bonds to the Purchaser/Underwriter. The Secretary-Treasurer of the Authority is authorized to attest to the signature of the Chair/President and affix the seal of the Authority to the Series 2026 Bonds and to authenticate the Series 2026 Bonds. The signatures of the Chair/President and of the Secretary-Treasurer may be by facsimile or manual execution.

Section 9. The appropriate officers of the City and the Authority are authorized to take all actions necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and are authorized to take all actions necessary in conformity with the Act and the Articles to finance the Series 2026 Project (including amending the Authority's Bylaws as necessary), and to lease the Series 2026 Project pursuant to the Lease, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Indenture and the sale and delivery of the Series 2026 Bonds.

Section 10. Upon their issuance, the Series 2026 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2026 Bonds, the Indenture and the Security Documents. No provision of this Resolution, the Lease, the Ground Lease, the Indenture, the Series 2026 Bonds, the Bond Purchase Contract, the Security Documents, nor any other instrument authorized hereby, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the City, the State of Utah or any political subdivision of the State of Utah, nor as incurring or creating a charge upon the general credit of the City or against its taxing powers. The City shall not be obligated to pay out of its funds, revenues, or accounts, or to make any payment in respect of the Series 2026 Bonds, except in connection with the payment of Base Rentals, Additional Rentals, and the Purchase Option Price pursuant to the Lease (as those terms are defined in the Lease), which are subject to annual appropriation by the City in accordance with the provisions of the Lease. The Authority has no taxing power.

Section 11. The Mayor or Mayor Pro Tem and the City Manager are hereby authorized to make any alterations, changes or additions in the Lease, the Ground Lease, and the Bond Purchase Contract herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser/Underwriter or the provisions of the laws of the State of Utah or the United States, the approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 12. The appropriate officials of the Authority are authorized to make any alterations, changes, or additions in the Lease, the Ground Lease, the Indenture, the Bond Purchase Contract, and the Security Documents herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser/Underwriter, or the provisions of

the laws of the State of Utah or the United States, approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 13. If any provisions of this resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this resolution or the exhibits.

Section 14. The City Recorder is hereby authorized to attest to all signatures and acts of any proper official of the City, and, as necessary, to place the seal of the City on the Lease, the Bond Purchase Contract and the Ground Lease. The Mayor and other proper officials of the City and each of them, are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized. Any action authorized to be taken by the Mayor of the City may, in his/her absence, be taken by the Mayor Pro Tem.

Section 15. The Secretary-Treasurer or other authorized officer of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and, as necessary, to place the seal of the Authority on the Lease, the Ground Lease, the Indenture, the Security Documents, the Bond Purchase Contract, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents, and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution. Any action authorized to be taken by the Chair/President may, in his/her absence, be taken by the Vice President of the Authority.

Section 16. The appropriate officers of the City are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby.

Section 17. This Resolution shall become effective immediately upon adoption by the City.

Section 18. All bylaws, orders and resolutions of the City or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as revising any bylaw, order, resolution, or ordinance or part thereof.

PASSED BY THE CITY COUNCIL OF THE CITY OF HURRICANE, UTAH THIS OCTOBER 1, 2026.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

I, Cindy Beteag, the undersigned duly appointed and qualified City Recorder of the City of Hurricane, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on October 1, 2026, insofar as said proceedings relate to the consideration and adoption of a resolution at said meeting (the "Resolution") and that the Resolution is officially of record in my possession. I further certify that the Resolution, with all exhibits attached, was deposited in my office on October 1, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of the City this October 1, 2026.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cindy Beteag, the undersigned City Recorder of the City of Hurricane, Utah (the "City"), do hereby certify, according to the records of the City Council of the City (the "Council") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the October 1, 2026 public meeting held by the Council as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1 (the "Notice"), to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

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

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

In addition, the Notice of 2026 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) (the "Annual Notice") was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Annual Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City .

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 1, 2026.

By:_____
City Recorder

(SEAL)

Attachments:
SCHEDULE 1 -- NOTICE OF MEETING
SCHEDULE 2 -- NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

GENERAL INDENTURE OF TRUST
AND
SEVENTH SUPPLEMENTAL INDENTURE

EXHIBIT C

GROUND LEASE AGREEMENT

EXHIBIT D

MASTER LEASE AGREEMENT
AND
SIXTH AMENDMENT TO MASTER LEASE

EXHIBIT E

SECURITY DOCUMENTS
(Leasehold Deed of Trust; Assignment of Ground Lease)

EXHIBIT F

BOND PURCHASE CONTRACT

EXHIBIT G

CERTIFICATE OF USEFUL LIFE

index

# MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

## LEASE REVENUE BONDS

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## GENERAL INDENTURE OF TRUST

Dated as of April 1, 1999

Between

Municipal Building Authority of
Hurricane City, Utah

and

Zions First National Bank
as Trustee

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# TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS . . . . . 5

Section 1.1. Definitions . . . . . 5
Section 1.2 Indenture to Constitute Contract . . . . . 13
Section 1.3. Construction . . . . . 13

ARTICLE II

TERMS AND PROVISIONS OF BONDS;
ADDITIONAL BONDS AND REFUNDING BONDS . . . . . 15

Section 2.1. Authorization of Bonds . . . . . 15
Section 2.2. Description of Bonds; Payment . . . . . 15
Section 2.3. Execution; Limited Obligation . . . . . 16
Section 2.4. Authentication and Delivery of Bonds . . . . . 17
Section 2.5. Form of Bonds . . . . . 20
Section 2.6. Mutilated, Lost, Stolen or Destroyed Bonds . . . . . 20
Section 2.7. Registration and Exchange of Bonds; Persons Treated as Owners . . . . . 20
Section 2.8. Designation of the Trustee as Bond Registrar and Paying Agent and Designation of Any Additional Paying Agents . 21
Section 2.9. Cancellation . . . . . 21
Section 2.10. Nonpresentation of Bonds . . . . . 22
Section 2.11. Initial Bonds . . . . . 22
Section 2.12. Temporary Bonds . . . . . 22
Section 2.13. Issuance of Refunding Bonds . . . . . 23
Section 2.14. Additional Bonds . . . . . 25

ARTICLE III

REDEMPTION PROVISIONS . . . . . 27

Section 3.1. Optional Redemption . . . . . 27
Section 3.2. Extraordinary Redemption . . . . . 27
Section 3.3. Other Redemption Provisions . . . . . 28
Section 3.4. Notice of Redemption . . . . . 28
Section 3.5. Redemption Payments . . . . . 30
Section 3.6. Cancellation . . . . . 30

Section 3.7. Partial Redemption of Bonds . . . . . 30

ARTICLE IV

GENERAL COVENANTS . . . . . 31

Section 4.1. Payment of Principal and Premium, if any, and Interest . . 31
Section 4.2. Performance of Covenants; Due Authority . . . . . 31
Section 4.3. Ownership; Instruments of Further Assurance . . . . . 31
Section 4.4. Recording and Filing . . . . . 32
Section 4.5. Inspection of Project Books . . . . . 32
Section 4.6. List of Bondholders . . . . . 32
Section 4.7. Rights Under Master Lease . . . . . 32
Section 4.8. Payment of Taxes, Charges, Insurance, etc . . . . . 33
Section 4.9. Maintenance and Repair . . . . . 33
Section 4.10. Warranty . . . . . 33
Section 4.11. Further Assurances . . . . . 33
Section 4.12. Actions with Respect to Trust Estate . . . . . 34
Section 4.13. Power of Attorney in Respect of the Master Lease . . . . . 34

ARTICLE V

REVENUES, FUNDS AND ACCOUNTS . . . . . 35

Section 5.1. Source of Payment of Bonds . . . . . 35
Section 5.2. Creation of Bond Fund . . . . . 35
Section 5.3. Creation of Sinking Fund Account . . . . . 35
Section 5.4. Creation of Debt Service Reserve Fund . . . . . 35
Section 5.5. Creation of Construction Fund . . . . . 35
Section 5.6. Creation of Rebate Fund . . . . . 36
Section 5.7. Creation of Cost of Issuance Account . . . . . 36
Section 5.8. Creation of Funds . . . . . 36
Section 5.9. Use of Bond Fund . . . . . 36
Section 5.10. Use of Sinking Fund Account . . . . . 37
Section 5.11. Use of Debt Service Reserve Fund . . . . . 37
Section 5.12. Use of Construction Fund; Disbursements . . . . . 38
Section 5.13. Completion of Project . . . . . 39
Section 5.14. Rebate Fund and Arbitrage Rebate . . . . . 39
Section 5.15. Moneys to be Held in Trust . . . . . 40
Section 5.16. Repayment to the City from Bond Fund or Debt Service Reserve Fund . . . . . 40
Section 5.17. Custody of Separate Trust Fund . . . . . 41
Section 5.18. Cost of Issuance Account . . . . . 41

ARTICLE VI

INVESTMENT OF MONEYS . . . . . 42

Section 6.1. Trustee to Invest Funds . . . . . 42
Section 6.2. Method of Valuation and Frequency of Valuation . . . . . 42

ARTICLE VII

RIGHTS OF THE CITY . . . . . 43

Section 7.1. Subordination of Master Lease to Indenture; Certain Rights to City . . . . . 43
Section 7.2. Granting of Rights in and to the Projects . . . . . 43
Section 7.3. Release of Equipment Forming a Part of the Projects . . . . 43
Section 7.4. Release of Portions of Project Upon Payment of Related Series of Bonds . . . . . 43

ARTICLE VIII

DISCHARGE OF LIEN . . . . . 45

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF THE TRUSTEE AND BONDHOLDERS . . . . . 47

Section 9.1. Events of Default . . . . . 47
Section 9.2. Acceleration, Limitation on Remedies . . . . . 48
Section 9.3. Surrender of Possession of Projects; Rights and Duties of Trustee in Possession . . . . . 49
Section 9.4. Other Remedies; Rights of Bondholders . . . . . 50
Section 9.5. Right of Bondholders to Direct Proceedings . . . . . 51
Section 9.6. Appointment of Receivers. . . . . 51
Section 9.7. Waiver. . . . . 51
Section 9.8. Application of Moneys. . . . . 51
Section 9.9. Remedies Vested in the Trustee . . . . . 53
Section 9.10. Rights and Remedies of Bondholders . . . . . 53
Section 9.11. Termination of Proceedings . . . . . 54
Section 9.12. Waivers of Events of Default . . . . . 54
Section 9.13. Notice of Events of Default under Section ; Opportunity of the Authority and the City to Cure Such Events of Default . 54
Section 9.14. Cooperation of Authority . . . . . 55

Section 9.15. Limitation on Remedies and Acceleration During Acquisition and Construction of Portions of Projects . . . . . 55

ARTICLE X

THE TRUSTEE . . . . . 57

Section 10.1. Acceptance of Trusts . . . . . 57
Section 10.2. Fees, Charges and Expenses of the Trustee . . . . . 60
Section 10.3. Notice to Bondholders . . . . . 60
Section 10.4. Intervention by the Trustee . . . . . 60
Section 10.5. Successor Trustee . . . . . 61
Section 10.6. Resignation by the Trustee . . . . . 61
Section 10.7. Removal of the Trustee . . . . . 61
Section 10.8. Appointment of Successor Trustee . . . . . 61
Section 10.9. Concerning Any Successor Trustee . . . . . 61
Section 10.10. Right of the Trustee to Pay Taxes and Other Charges . . . . 62
Section 10.11. Appointment of Co-Trustee . . . . . 62
Section 10.12. Trustee Not Responsible for Actions of Authority . . . . . 63
Section 10.13. Trustee's Right to Own and Deal in Bonds . . . . . 63
Section 10.14. Requirements as to Trustee's Records . . . . . 64

ARTICLE XI

SUPPLEMENTAL INDENTURES . . . . . 65

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders . . . . . 65
Section 11.2. Supplemental Indentures Requiring Consent of Bondholders . . . . . 65

ARTICLE XII

AMENDMENT OF MASTER LEASE . . . . . 68

Section 12.1. Amendments, etc., to Master Lease Not Requiring Consent of Bondholders . . . . . 68
Section 12.2. Amendments, etc., to the Master Lease Requiring Consent of Holders of the Bonds . . . . . 68

ARTICLE XIII

MISCELLANEOUS . . . . . 69

Section 13.1. Consents, etc. of Bondholders . . . . . 69
Section 13.2. Limitation of Rights . . . . . 69
Section 13.3. Severability . . . . . 69
Section 13.4. Notices . . . . . 69
Section 13.5. Payments Due on Days other than Business Days . . . . . 70
Section 13.6. Counterparts . . . . . 70
Section 13.7. Applicable Provisions of Law . . . . . 70

# GENERAL INDENTURE OF TRUST AND PLEDGE

THIS GENERAL INDENTURE OF TRUST AND PLEDGE dated as of April 1, 1999 (the "General Indenture"), between the Municipal Building Authority of Hurricane City, Utah, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), and Zions First National Bank, a national banking association organized under the laws of the United States with its principal office located in Salt Lake City, Utah, as trustee (the "Trustee"):

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

WHEREAS, Hurricane City (the "City") has organized the Authority solely for the purpose of (a) accomplishing the public purposes for which the City exists by acquiring, constructing, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City (collectively, the "Projects") and (b) financing the costs of such Projects on behalf of the City in accordance with the procedures and subject to the limitations of the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended (the "Act"), including, but not limited to, the costs of refunding and retiring existing obligations, funding debt service reserves, and paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized and defined; and

WHEREAS, the Act provides that the Authority may issue and sell its Bonds for the purposes described above; and

WHEREAS, the Bonds shall be secured by a pledge and assignment of certain base rentals (the "Base Rentals") received by the Authority under that certain Master Lease Agreement dated as of even date herewith between the Authority, as lessor, and the City, as lessee (the "Master Lease") and a purchase option price (the "Purchase Option Price"), if paid by the City, with respect to a Project under the Master Lease and will be further secured by the Security Documents (as defined herein); and

WHEREAS, pursuant to the Master Lease, the Authority has agreed to acquire, construct, improve and equip one or more Projects and to lease the same to the City upon the terms and conditions set forth in the Master Lease; and

WHEREAS, pursuant to the provisions of a resolution of the City adopted on April 1, 1999 (the "City Resolution"), the City Council of the City has authorized and approved the execution of the Master Lease and has authorized and approved certain

actions to be taken by the Authority in connection with the financing of the acquisition, construction, improvement and equipping (as applicable) of a Project or Projects, including, among other things, the execution, delivery and performance of this General Indenture and the issuance of the Bonds hereunder; and

WHEREAS, pursuant to the provisions of a resolution of the Authority adopted on April 1, 1999 (the "Authority Resolution"), the Board of Trustees of the Authority (the "Governing Board") has authorized, approved and directed the execution of the Master Lease and this General Indenture and has authorized and approved certain actions to be taken by the Authority in connection with the financing of the acquisition, construction, improvement and equipping (as applicable) of a Project or Projects, including the issuance of the Bonds hereunder; and

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

WHEREAS, all acts and things required by law and by the Articles of Incorporation and Bylaws of the Authority necessary to make this Indenture a valid and binding trust instrument for the security of all Bonds duly issued hereunder have been done and performed and the execution and delivery of this Indenture have been in all respects duly authorized; and

WHEREAS, the Trustee has accepted the trust created and established by this Indenture and in evidence thereof has joined in the execution hereof.

NOW, THEREFORE, THIS GENERAL INDENTURE OF TRUST AND PLEDGE WITNESSETH:

## GRANTING CLAUSES

That the Authority, in consideration of the premises and the acceptance of the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Bondholders thereof, and of the sum of One Dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and

observance by the Authority of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, assign and pledge, and does hereby grant a security interest in, the following properties, rights, interests and privileges (collectively, the "Trust Estate") to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Authority hereinafter set forth:

## GRANTING CLAUSE FIRST

The Authority's interest in the Projects, and any other interest, easements, licenses, rights and interests in real property hereafter acquired by the Authority for use in connection with the Projects, together with all additions thereto and substitutions thereof, subject to the Permitted Encumbrances.

## GRANTING CLAUSE SECOND

The improvements made as part or all of the Projects and all substitutions or replacements thereof and in general all property acquired by the Authority with the proceeds of the Bonds issued under and secured by this Indenture and substitutions and replacements thereof and any other property which under the terms of the Master Lease is to become the property of the Authority or be subjected to the lien of this Indenture or the Security Documents, subject to Permitted Encumbrances.

## GRANTING CLAUSE THIRD

The equipment constituting a part of the Projects and any other interest in personal property hereafter acquired by the Authority for use in connection with the Projects, together with all additions thereto and replacements, renewals and substitutions therefor.

## GRANTING CLAUSE FOURTH

The Master Lease, including all extensions and renewals of the term thereof, if any, the present and continuing right to make claim for, collect, receive and receipt for any of the Base Rentals, Additional Rentals, Purchase Option Price, if paid by the City, with respect to a Project or Projects, sums, amounts, income, revenues, issues and profits and any other sums of money payable or receivable under the Master Lease with respect to the Projects for deposit with the Trustee under this Indenture (except for amounts payable under Sections 6.3(d), 6.3(j), 13.3 and 14.5 thereof), to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Authority under the Master Lease or any lessor under the Master Lease is or may become entitled to.

## GRANTING CLAUSE FIFTH

All moneys and securities from time to time held by the Trustee under the terms of this Indenture (except for moneys deposited with or paid to the Trustee for the payment of Bonds not then deemed Outstanding under the Indenture) and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Authority or by anyone on its behalf, or with its written consent, to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms thereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto Trustee and its respective successors in said Trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms, conditions and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Bondholders of the Bonds, from time to time, issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds, except as expressly provided therein;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns shall well and truly pay, or cause to be paid, the principal of and premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article IV hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (as provided in Article VIII hereof), and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, 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 hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall be and remain in full force and effect.

THIS GENERAL INDENTURE OF TRUST AND PLEDGE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the Base Rentals, Additional Rentals, Purchase Option Price, if paid by the City, with respect to a Project or Projects and other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant with Trustee and with the respective Bondholders of the Bonds as follows (subject, however, to the provisions of Section 2.3 hereof):

## ARTICLE I

## DEFINITIONS

Section 1.1. Definitions. All terms defined in Article I of the Master Lease shall have the same meaning in the Indenture unless otherwise indicated. In addition, unless the context otherwise requires, the terms defined in the recitals to this General Indenture set forth above and in this Article I shall, for all purposes of the Indenture and the Master Lease, have the meaning herein specified.

"Additional Bonds" means all Bonds (other than the Initial Bonds) issued under the Indenture pursuant to Section 2.14 hereof.

"Amendment to Master Lease" means any amendment to the Master Lease between the Authority and the City entered into pursuant to and in compliance with the provisions of Article XII hereof.

"Authority" means the Municipal Building Authority of Hurricane City, Utah and its successors.

"Base Rate" means the Zions First National Bank prime rate of interest for commercial loans plus 2%.

"Base Rentals" means that portion of the rentals payable under the Master Lease which is pledged to the payment of debt service on the Bonds and to the replenishment of the Debt Service Reserve Fund under the Indenture.

"Board" means the Board of Trustees of the Authority.

"Bond Documents" means the Master Lease, the Security Documents and the Indenture.

"Bond Fund" means the Municipal Building Authority of Hurricane City, Utah Bond Fund established under Section 5.2 hereof.

"Bond Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the initial registrar for the Bonds pursuant to Section 2.8 hereof, and any additional or successor registrar appointed pursuant hereto.

"Bondholder", "Holder" or "Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the Authority kept for that purpose in accordance with provisions of the Indenture.

"Bonds" means (i) Initial Bonds, (ii) any Refunding Bonds issued pursuant to Section 2.13 hereof and (iii) any Additional Bonds issued pursuant to Section 2.14 hereof.

"Code" means the Internal Revenue Code of 1986, as amended.

"Construction Fund" means the Municipal Building Authority of Hurricane City, Utah Construction Fund established under Section 5.5 hereof.

"Debt Service Reserve Fund" means the Municipal Building Authority of Hurricane City, Utah Debt Service Reserve Fund established under Section 5.4 hereof for the purpose of securing payment of Bonds issued under this Indenture.

"Debt Service Reserve Requirement" means for Bonds issued hereunder, except as otherwise required by Supplemental Indentures, an amount equal to the least of (i) 10% of the proceeds of all Series of Bonds determined on the basis of their initial purchase price to the public; (ii) 125% of the average annual debt service requirement for all Series of Bonds; or (iii) the maximum annual debt service requirement for all Series of Bonds. Upon the issuance of any Additional Bonds or Refunding Bonds hereunder, the aggregate Debt Service Reserve Requirement for all Bonds then Outstanding shall be determined based upon the Bonds to be Outstanding immediately following the issuance of the Additional Bonds or Refunding Bonds. Upon final payment of a Series of Bonds the Debt Service Reserve Requirement attributable to said Series shall be eliminated and the Debt Service Reserve Requirement for the Bonds to remain Outstanding shall be redetermined as described above.

"Direct Obligations" means direct noncallable obligations of (including obligations issued or held in book-entry form on the books of) the Department of the Treasury of the United States of America, obligations unconditionally guaranteed as to principal and interest by the United States of America and evidences of ownership interests in such direct or unconditionally guaranteed obligations.

"Event of Default" means any occurrence or event specified in and defined by Section 9.1 hereof.

"General Indenture" means this General Indenture of Trust, by and between the Authority and the Trustee.

"Indenture" means this General Indenture and any Supplemental Indentures entered into in compliance with the provisions of Article XI.

"Initial Bonds" means the first Series of Bonds issued under the Indenture.

"Interest Payment Date" means the stated payment date of an installment of interest on the Bonds.

"Investment Obligations" means any of the following securities:

(a) Direct Obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

(i) Farmers Home Administration (FmHA)—Certificates of beneficial ownership

(ii) Federal Housing Administration Debentures (FHA)

(iii) General Services Administration—Participation certificates

(iv) Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA-guaranteed mortgage-backed bonds
GNMA-guaranteed pass-through obligations (participation certificates) (not acceptable for certain cash-flow sensitive issues.)

(v) U. S. Maritime Administration
Guaranteed Title XI financing

(vi) U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted it they have been stripped by the agency itself):

(i) Federal Home Loan Bank System

Senior debt obligations (Consolidated debt obligations)

(ii) Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation Certificates (Mortgage-backed securities)
Senior debt obligations

(iii) Federal National Mortgage Association (FNMA or"Fannie Mae")
Mortgage-backed securities and senior debt obligations (excluded are stripped mortgage securities which are valued greater than par on the portion of unpaid principal.)

(iv) Student Loan Marketing Association (SLMA or "Sallie Mae")
Senior debt obligations

(v) Resolution Funding Corp. (REFCORP) Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.

(vi) Farm Credit System
Consolidated system wide bonds and notes

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G: AAA-m: or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2.

(e) Certificates of deposit secured at all times by collateral described in (1) and/or (2) above. CD's must have a one year or less maturity. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks whose short term obligations are rated "A-1+" or better by S&P and "Prime-1" by Moody's.

The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

(g) Investment Agreements, including GIC's, acceptable to the Bond Insurer (Investment Agreement criteria is available upon request).

(h) Commercial paper rated "Prime- 1" by Moody's and "A- 1+" or better by S&P.

(i) Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest long-term rating categories assigned by such agencies.

(j) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime-l" or "A3" or better by Moody's and "A-l +" by S&P.

(k) Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

Repurchase Agreements must satisfy the following criteria:

(i) Repos must be between the municipal entity and a dealer bank or securities firm

(1) Primary dealers on the Federal Reserve reporting dealer list which fall under the jurisdiction of the SIPC and which are rated A or better by Standard & Poor's Ratings Group and Moody's, or

(2) Banks rated "A" or above by Standard & Poor's Ratings Group and Moody's Investor Services.

(ii) The written repo contract must include the following:

(1) Securities which are acceptable for transfer are:

(a) Direct U.S. governments

(b) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)

(2) The term of the repo may be up to 30 days

(3) The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third

party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

(4) The trustee has a perfected first priority security interest in the collateral.

(5) Collateral is free and clear of third-party liens and in the case of SIPC broker was not acquired pursuant to a repo or reverse repo.

(6) Failure to maintain the requisite collateral percentage, after a two day restoration period, will require the trustee to liquidate collateral.

(7) Valuation of Collateral

(a) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.

(b) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

(iii) Legal opinion which must be delivered to the municipal entity:

Repo meets guidelines under state law for legal investment of public funds.

(l) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P. If, however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipal to satisfy this condition.

(m) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund.

"Master Lease" means the Master Lease Agreement dated as of even date herewith by and between the Authority and the City and any amendments and supplements thereto entered into in accordance with Article XII hereof.

"Moody's" means Moody's Investors Service, 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 any other nationally recognized securities rating agency designated by the Authority, with the approval of the Trustee.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds delivered to the Trustee for cancellation, whether after purchase in the open market or because of payment at, or redemption prior to, maturity;

(b) Bonds in lieu of which others have been authenticated under Sections 2.6, 2.7, 2.12 and 3.7 hereof; and

(c) Bonds deemed paid under Article VIII of this General Indenture.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Section 2.8 hereof, and any additional or successor paying agent appointed pursuant hereto.

"Project" or "Projects" means collectively each Project identified in a Supplemental Indenture to be financed or refinanced with a Series of Bonds issued hereunder.

"Rebatable Arbitrage" shall mean with respect to any Series of Bonds the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to each Series of Bonds, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last Bond of such Series.

"Rebate Fund" means the Municipal Building Authority of Hurricane City, Utah Rebate Fund established by Section 5.6 hereof.

"Refunding Bonds" means all Bonds (other than the Initial Bonds) issued pursuant to Section 2.13 hereof.

"Regular Record Date" means the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date.

"Regulations" and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations, promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

"Required Rebate Deposit" means, with respect to any Series of Bonds an amount determinable as of each Rebate Calculation Date, which when added to amounts then on deposit in the Rebate Fund with respect to such Series of Bonds, if any, equals the aggregate amount of Rebatable Arbitrage for such Series of Bonds less the amount of Rebatable Arbitrage theretofore paid to the United States with respect to such Series of Bonds, if any.

"S&P" means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority, with the approval of the Trustee.

"Security Documents" means collectively the security documents described in the Indentures.

"Serial Bonds" means those Bonds other than Term Bonds.

"Series" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Sinking Fund Account" means the Municipal Building Authority of Hurricane City, Utah Sinking Fund Account of the Bond Fund established by Section 5.3 hereof.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each year as specified in the Supplemental Indenture authorizing Term Bonds for the retirement of such Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this General Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any indenture between the Authority and the Trustee entered into pursuant to and in compliance with the provisions of Article XI hereof.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means Zions First National Bank, a national banking association, Salt Lake City, Utah, and its successors and any association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, this General Indenture shall be deemed to be and shall constitute a contract between the Authority and the Owners from time to time of the Bonds; and the pledge made in this General Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this General Indenture.

Section 1.3. Construction. This General 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 General Indenture shall refer to this General Indenture in its entirety unless the context clearly indicates otherwise.

(b) Words in the singular number include the plural, and words in the plural include the singular.

(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 General Indenture.

## ARTICLE II

## TERMS AND PROVISIONS OF BONDS; ADDITIONAL BONDS AND REFUNDING BONDS

Section 2.1. Authorization of Bonds. There is hereby created for issuance hereunder an issue of Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2. Description of Bonds; Payment.

(a) The Bonds of each Series issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, Bonds of each Series shall be in the denomination of Five Thousand Dollars ($5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on June 1 and December 1.

(b) The Bonds of each Series issued hereunder shall be dated, shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months (unless otherwise specified by Supplemental Indenture) at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of Bonds of such Series, and be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. The Bonds of each Series shall be designated "Municipal Building Authority of Hurricane City, Utah [Taxable] Lease Revenue [Refunding] Bonds, Series _____," in each case inserting the year in which the Bonds are issued and an identifying Series letter (if applicable).

(c) Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America, as at the respective time of payment, shall be legal tender for payment of public and private debts. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed to the Registered Owner at his address as it appears on such registration books or to owners of $1,000,000 or more in aggregate principal amount of Bonds (or owners of 100% of any Series then

Outstanding) by wire transfer to a bank account designated by the Registered Owner in written instructions furnished to the Trustee. The interest on Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and may be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Authority with the manual or official facsimile signature of its President, countersigned with the manual or official facsimile signature of the Secretary, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Authority. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be general obligations but shall be special, limited obligations of the Authority payable solely out of and to the extent available from the Base Rentals, and, if paid by the City, the Purchase Option Price under the Master Lease and other amounts derived from the leasing of the Projects (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to moneys held in funds or accounts by the Trustee, to Net Proceeds from insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Projects) and shall be a valid claim of the respective Bondholders thereof only against the Bond Fund, the Debt Service Reserve Fund and other moneys held by the Trustee and the Base Rentals, and other amounts derived from the leasing of the Projects under the Master Lease, which Base

Rentals and other amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in the Master Lease. The Authority shall not be obligated to pay the principal of such Bonds or the interest thereon or other costs incident thereto except from the moneys pledged therefor under the Indenture. The Bonds and the interest thereon shall never constitute an indebtedness of the City within the meaning of any constitutional limitation or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing power of the City. Neither the City, nor the Authority on its behalf, has pledged the credit of the City to the payment of the Bonds, the interest thereon or amounts due or to become due under the Master Lease. The City shall not be obligated to appropriate City Funds for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price under the Master Lease, and no judgment may be entered against the City in the event of an insufficiency of moneys to pay the principal of, premium, if any, and interest on the Bonds. The payment obligations of the City under the Master Lease are subject to annual renewal and will be terminated upon the occurrence of an Event of Nonappropriation. In such event, all payments from the City under the Master Lease will terminate, and the Bonds and the interest thereon will be payable solely from and to the extent of such moneys, if any, as may be held by the Trustee under the Indenture (except amounts held for the payment of Bonds not deemed Outstanding) and, subject to the provisions of Article VIII hereof, any moneys made available from a liquidation of the Authority's interest in the Project financed with such Bonds subsequent to foreclosure of the lien of the Indenture and the Security Documents. No deficiency judgment subsequent to foreclosure of the lien of the Indenture and the Security Documents may be entered against the City or the Authority, and no breach of any provision of the Master Lease, the Security Documents or the Indenture shall impose any general obligation or liability upon or a charge against the City, the Authority or upon the general credit or taxing powers of the City. No judgment requiring a payment of money may be entered against the City under the Master Lease.

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

Section 2.4. Authentication and Delivery of Bonds.

(a) The Authority shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds, and deliver them upon the order of the Authority to the purchasers thereof upon the payment by the purchasers to the Trustee for the account of the Authority of the purchase price therefor. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be

under no obligation to see to the application thereof. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the Master Lease and in the Supplemental Indenture executed in connection therewith.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy, duly certified by the Secretary of the Authority of the resolution of the Board and a copy, duly certified by the City Recorder of the City, of the resolution of the City Council of the City, each approving the execution and delivery of the instruments specified in Subparagraphs (ii) and (iii) below and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the Secretary and the City Recorder, respectively, that such proceedings are still in force and effect without amendments except as shown in such proceedings;

(ii) A copy, duly certified by the Secretary of the Authority, of (a) this General Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds and (b) the Master Lease (to the extent not theretofore so filed) and any amendments to the Master Lease executed in connection with such Supplemental Indenture and such Series of Bonds;

(iii) Original executed counterparts of the Security Documents identified in such Supplemental Indenture;

(iv) A request and authorization to the Trustee on behalf of the Authority and signed by the President of the Authority to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for the account of the Authority, of a sum specified in such request and authorization. The proceeds of such payment shall be

deposited with the Trustee as provided in the Master Lease and the Supplemental Indenture;

(v) (A) In the case of the Initial Bonds an ALTA mortgagee title policy, or commitment therefor, of mortgage title insurance in an amount equal to not less than the principal amount of the Initial Bonds insuring the lien of the Security Documents identified in the Supplemental Indenture, issued by a title insurance company satisfactory to the Trustee subject only to Permitted Encumbrances and (B) in the case of Additional Bonds and Refunding Bonds, the title insurance specified in Section 2.14(c) and Section 2.13(c) hereof, respectively;

(vi) A written opinion of nationally recognized bond counsel, to the effect that (a) the Authority has the power to authorize the execution and delivery of the General Indenture and Supplemental Indenture and such Series of Bonds and such execution and delivery has been duly authorized, (b) the General Indenture and Supplemental Indenture have been duly executed and delivered by the Authority and are valid and binding agreements of the Authority; and (c) such Series of Bonds have been duly executed and delivered to the Trustee by the Authority and, upon authentication thereof by the Trustee pursuant to the Indenture and delivery thereof by the Trustee pursuant to the request referred to in Subparagraph (iv), will be valid and binding obligations of the Authority;

(vii) A written opinion of counsel to the City as to the legal, valid and binding nature of the Master Lease as against the City and such other matters as may be reasonably required by the purchasers of such Series of Bonds;

(viii) A written opinion of counsel to the Authority as to the legal, valid and binding nature of the Master Lease, the General Indenture, the Supplemental Indenture and the Security Documents as against the Authority and such other matters as may be reasonably required by the purchasers of such Series of Bonds;

(ix) Evidence that upon the issuance of such Bonds there will be on deposit in the Debt Service Reserve Fund an amount at least equal to the Debt Service Reserve Requirement for all Bonds to be Outstanding immediately following the issuance of such Bonds;

(x) The items required by Section 2.13 in the case of Refunding Bonds and Section 2.14 in the case of Additional Bonds;

(xi) Such other agreements, certificates, documents and opinions as are required to be delivered to the purchasers of such Series of Bonds.

Section 2.5. Form of Bonds. For each Series of Bonds, the text of such Bonds, the Trustee's Authentication Certificate 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 2.6. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory to the Authority and the Trustee, together in each case with an indemnity satisfactory to them. In the event any such Bond shall have matured or be approaching maturity, instead of issuing a duplicate Bond, the Authority may pay the same on or after the due date thereof without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond or other satisfactory indemnity. The Authority and the Trustee may charge the Bondholder of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section shall be deemed part of the Series of the Bonds in respect of which it was issued and an original additional contractual obligation of the Authority.

Section 2.7. Registration and Exchange of Bonds; Persons Treated as Owners. The Authority shall cause books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Bond Registrar of the Authority, provided, however, that the Authority may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bond issued under said Supplemental Indenture. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the registrar. This Indenture shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. Upon surrender for transfer of any Bond at the principal office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Bondholder or his attorney duly authorized in writing, the Authority shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new, fully registered Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the principal corporate trust office of the Trustee for

a like aggregate principal amount of Bonds of other authorized denominations of the same Series and the same maturity. The execution by the Authority of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond upon such exchange. The Authority and the Trustee shall not be required to transfer or exchange any 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 fifteen 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 fifteen days prior to the mailing of notice calling any 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 Authority, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Authority, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charges which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.8. Designation of the Trustee as Bond Registrar and Paying Agent and Designation of Any Additional Paying Agents. The Trustee is hereby designated and agrees to act as Bond Registrar and Paying Agent for and in respect to the Bonds. The Authority hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of any additional paying agents and for the making available of moneys hereunder for the payment of such of the Bonds as shall be presented when due at the principal office of said additional paying agent.

Section 2.9. Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Authority, shall be cancelled and destroyed by the Trustee and shall not be reissued.

Section 2.10. Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within six years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Authority the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the Authority for payment, and then only to the extent of the amount so repaid, and the Authority shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section are subject to the provisions of Title 67, Chapter 49, Utah Code Annotated 1953, as amended.

Section 2.11. Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4 hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.12. Temporary Bonds.

(a) Until the definitive Bonds of any Series are prepared, the Authority may execute in the same manner as is provided in Section 2.3 hereof, and upon the request of the Authority, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Authority, and with such omissions, insertions and variations not inconsistent with the Indenture as may be appropriate to temporary Bonds. The Authority at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds, for exchange and the cancellation of such surrendered temporary Bonds, the Trustee shall authenticate and, without charge to the Registered Owner thereof, deliver in exchange therefor, definitive Bonds, of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant hereto.

(b) If the Authority shall authorize the issuance of temporary Bonds in more than one denomination, the Registered Owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any other authorized denomination or denominations, and thereupon the Authority shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other authorized denomination or denominations as shall be requested by such Registered Owner.

(c) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 2.13. Issuance of Refunding Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Refunding Bonds may be issued, authenticated and delivered for the purpose of refunding Bonds or other obligations of the Authority. Such Additional Bonds shall be payable solely from the Base Rentals and, if paid by the City, the Purchase Option Price and other amounts derived from the leasing of the Project. The Refunding Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Refunding Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, a supplement or amendment (if necessary) to the Security Documents and Master Lease providing for the issuance of such Refunding Bonds, and further providing for a revision to the Base Rentals to be paid by the City under the Master Lease to such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Refunding Bonds being issued and the Initial Bonds and any Additional Bonds and Refunding Bonds theretofore issued and to remain Outstanding), and to extend the Lease Term if the maturity of any of the Refunding Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Refunding Bonds, the rate or rates of interest on the Refunding Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture; [except that interest on such Refunding Bonds shall be payable on June 1 and December 1 of each year and the principal of such Refunding Bonds shall be payable on June 1 of each year during the term thereof;]

(b) If the Bonds theretofore issued were intended to bear interest which is excluded from gross income, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Bonds theretofore issued, for federal income tax purposes, will not be adversely affected by the issuance of the Refunding Bonds being issued;

(c) a date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Bonds being refunded or commitment therefor (or if the bonds or other obligations being refunded were not issued pursuant to this Indenture, an ALTA Mortgagee title insurance policy or commitment therefor), which endorsement or policy shall insure to the date of issuance of such Refunding Bonds and the recording of any supplement or amendment to the Security Documents the continuing validity of the lien thereof, as modified by any supplement or amendment to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or policy shall increase the amount of title insurance coverage thereunder, if necessary, to an amount, which when added to the coverage provided under any other title policies delivered with respect to other Bonds then Outstanding, is at least equal to the aggregate principal amount of all Bonds to be Outstanding following said refunding and naming the Trustee as an insured;

(d) (i) A report of an independent firm of certified public accountants to the effect that, upon the issuance of the Refunding Bonds, moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient to cause the Bonds (or other obligations) being refunded to be deemed paid under Article VIII hereof (or a comparable provision of the documents authorizing the obligations to be refunded); or in the event that the Bonds (or other obligations) to be refunded are to be redeemed on the date of issuance of the Refunding Bonds or within sixty (60) days thereafter, there shall be delivered to the Trustee evidence satisfactory to it that upon the issuance of the Refunding Bonds moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient, without taking into account investment earnings thereon, to redeem the Bonds (or other obligations);

(e) a certificate of the Authority, stating that, as of the date of such delivery, no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation; provided however that the existence of an Event of Default shall not preclude the issuance of any Refunding Bonds if: (i) the issuance of such Refunding Bonds otherwise complies with the provisions hereof and (ii) any Event

of Default will cease to continue upon the issuance of such Refunding Bonds and the application of the proceeds thereof.

Each Series of Refunding Bonds issued pursuant to this Indenture shall be equally and ratably secured under the Indenture with the Initial Bonds and all other Series of Refunding Bonds and Additional Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Section 2.14. Additional Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds may be issued, authenticated and delivered for the purpose of financing Costs of Acquisition and Construction of a Project or Projects. Such Additional Bonds shall be payable solely from the Base Rentals and, if paid by the City, the Purchase Option Price and other amounts derived from the leasing of the Projects. The Additional Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, a supplement or amendment (if necessary) to the Security Documents and Master Lease providing for the financing of a Project and for the issuance of the Additional Bonds and further providing for an increase in the Base Rentals to be paid by the City under the Master Lease in such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Additional Bonds being issued and the Initial Bonds and any Additional Bonds and Refunding Bonds theretofore issued and Outstanding), and to extend the Lease Term if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture, [except that interest on such Additional Bonds shall be payable on June 1 and December 1 of each year during the term thereof and principal of the Additional Bonds shall, in each year in which principal falls due, be payable on June 1;]

(b) If the Bonds theretofore issued were intended to bear interest which is excluded from gross income, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Bonds theretofore issued, for federal income tax purposes, will not be adversely affected by the issuance of the Additional Bonds being issued;

(c) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Initial Bonds or commitment therefor or an additional ALTA mortgagee title insurance policy, which endorsement or policy shall insure to the date of issuance of such Additional Bonds and the recording of any supplement to the Security Documents, if required, the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement shall increase the amount of title insurance coverage thereunder to an amount at least equal to the aggregate principal amount of all Bonds to be Outstanding upon the issuance of such Additional Bonds and naming the Trustee as an insured;

(d) if such Series of Additional Bonds is being issued in whole or in part for construction purposes, (i) a copy, duly certified by the Secretary of the Authority, of the project contract and architect's agreement with respect to such construction and the performance and payment bond covering such contract or, in the alternative, a requirement that a copy of such documents be delivered to the Trustee prior to the time that moneys are withdrawn from the Construction Fund with respect to such portions of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the Project or Projects, as so improved and extended, in compliance with Section 17A-3-904 of the Act; and

(e) a certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation; provided however that the existence of an Event of Default shall not preclude the issuance of any Additional Bonds if: (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) any Event of Default will cease to continue upon the issuance of such Additional Bonds and the application of the proceeds thereof.

Each Series of Additional Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Initial Bonds and all other Series of Additional Bonds and Refunding Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

## ARTICLE III

## REDEMPTION PROVISIONS

Section 3.1. Optional Redemption. The Bonds of a Series may be callable for redemption prior to maturity at the option of the Authority as provided in the Supplemental Indenture authorizing said Series of Bonds.

Section 3.2. Extraordinary Redemption. The Bonds of a Series shall be callable for redemption prior to maturity in whole on any date, if (i) the Project financed by such Series or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of said Project shall become apparent, or title to or the use of all or any material portion of said Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of said Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of said Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the City with respect to said Project or Projects financed by such Series of Bonds under the Master Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to said Project or Projects, and possession of said Project or Projects, as well as all right, title and interest of the City and the Authority in any funds or accounts created under the Indenture with respect to said Project or Projects shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Security Documents applicable to said Project or Projects may, subject to the limitations of Article IX hereof, be foreclosed and the Authority's interest in said Project or Projects liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed outstanding), shall be applied to the redemption of the applicable Series of Bonds at the earliest date practicable, as specified in a written notice from the Authority to the Trustee. Any such redemption of said Series of Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date. IN THE EVENT THE BONDS OF ANY SERIES ARE TO BE REDEEMED BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY OR THE TRUSTEE WITH RESPECT TO SAID SERIES OF BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of all Bonds of said Series issued under the Indenture, the Trustee is authorized and directed to transfer said moneys to the City.

Section 3.3. Other Redemption Provisions. The Term Bonds of each Series shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at the option of the Authority at such times and upon such terms as shall be fixed by such Supplemental Indenture. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular Bonds or portions thereof, as determined in accordance with Section 3.7 herein, to be redeemed shall be selected by the Trustee in such manner as the Trustee, in its discretion, may deem proper in order to assure each Registered Owner of Bonds of such Series or maturity a fair opportunity to have their Bond or Bonds or portions thereof selected.

Section 3.4. Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 3.4. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the paying agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the Original Issue Date of, and interest rate on, such Bonds;

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

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

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

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

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, at least two (2) Business Days in advance of the mailed notice to Registered Owners, by registered or certified mail or overnight delivery service, to all registered securities depositories then in the business of holding substantial amounts (as reasonably determined by the Trustee) of obligations of types comprising the Bonds and to at least two national information services that disseminate notices of redemption of obligations such as the Bonds. Such further notice shall contain the information required in clause (a) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, of the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business five days prior to the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(f) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the

redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond will be issued.

Section 3.5. Redemption Payments. On or prior to the date fixed for redemption, moneys shall be deposited by the Authority with the Trustee to pay to the Paying Agent, and the Paying Agent is hereby authorized and directed to apply such moneys to the payment of the Bonds, or portions thereof called, together with accrued interest thereon to the redemption date, and any required premium. Upon the giving of notice and the deposit of moneys for redemption with the Paying Agent, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption and said Bonds shall cease to be entitled to any lien, benefit or security under the Indenture or the Security Documents, and the Bondholders of said Bonds shall have no rights in respect thereof except to receive payments of the redemption price thereof. No payment shall be made by the Paying Agent upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.6 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 3.6. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 2.9 hereof.

Section 3.7. Partial Redemption of Bonds. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Authority shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Authority, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bonds by $5,000.

## ARTICLE IV

## GENERAL COVENANTS

Section 4.1. Payment of Principal and Premium, if any, and Interest. The Authority covenants that it will promptly pay the principal of and premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, but solely from the Trust Estate created by the Indenture, including the Base Rentals and, if paid by the City under the Master Lease, the Purchase Option Price with respect to a Project or Projects, and other amounts pledged therefor which are from time to time held by Trustee in the Bond Fund and the Debt Service Reserve Fund. The principal of and premium, if any, and interest on the Bonds are payable solely from the Trust Estate created by the Indenture, including the Base Rentals and, if paid by the City under the Master Lease, the Purchase Option Price with respect to a Project or Projects, and other amounts derived from the lease of the Projects and otherwise as provided herein, in the Security Documents, and in the Master Lease, which amounts are hereby specifically pledged to the payment thereof in the manner and to the extent herein and in the Master Lease specified, and nothing in the Bonds or in the Indenture shall be construed as pledging any other funds or assets of the Authority or the City. The Authority shall in no event be liable for the payment of the principal of and premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Authority except to the extent that the moneys, properties, interests and assets constituting the Trust Estate are sufficient therefor.

Section 4.2. Performance of Covenants; Due Authority. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions on its part contained in the Indenture, in the Master Lease, in the Security Documents, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Authority represents and warrants that it is duly authorized under its Articles of Incorporation, the Constitution and laws of the State, including the Act, to issue the Bonds authorized hereby and to execute the Indenture, to assign the Master Lease and to pledge the Base Rentals, the Purchase Option Price and other amounts hereby pledged in the manner and to the extent herein set forth, that all action required on its part for the issuance of the Bonds and the execution and delivery of the Master Lease, the Security Documents and the Indenture has been duly and effectively taken, and that the Bonds are and will be valid and enforceable special, limited obligations of the Authority according to the terms thereof and hereof.

Section 4.3. Ownership; Instruments of Further Assurance. The Authority covenants that it will own the Projects, and any property becoming a part of the Projects shall be acquired and kept, free of all liens and encumbrances, except Permitted Encumbrances. The Authority will defend the title to and interest in the Projects and each part thereof to the Trustee, for the benefit of the Bondholders against the claims and

demands of all persons whomsoever, except for claims and demands arising from Permitted Encumbrances as provided in the Master Lease. The Authority will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such Supplemental Indentures and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee the Projects, the Base Rentals, Purchase Option Price and other amounts pledged hereby to the payment of the principal of and premium, if any, and interest on the Bonds. The Authority, except as herein and in the Master Lease or Security Documents provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Projects or the Base Rentals, the Additional Rentals, Purchase Option Price, revenues and receipts therefrom or its rights under the Master Lease, together with any additions thereto and substitutions therefor, subject to Permitted Encumbrances.

Section 4.4. Recording and Filing. The Authority covenants that it will cause all financing statements related to the Indenture, the Master Lease, the Security Documents and all supplements thereto, as well as such other security agreements, financing statements and all supplements thereto and other instruments as may be required from time to time to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the Bondholders and the rights of the Trustee hereunder, and the Authority and the Trustee shall take or cause to be taken any and all other action necessary to perfect the security interest created by the Indenture and the Security Documents.

Section 4.5. Inspection of Project Books. All books and records of the Authority wherever located relating to the Projects and the Base Rentals, the Additional Rentals, Purchase Option Price and other amounts derived from the Projects shall at all reasonable times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 4.6. List of Bondholders. The Trustee shall keep a list of names and addresses of the Bondholders as from time to time registered on the registration books of the Authority maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the City or by Bondholders (or a designated representative thereof) of 15% or more in aggregate principal amount of Bonds then Outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

Section 4.7. Rights Under Master Lease. The Master Lease, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Authority and the City, including provisions that, subsequent to the issuance of Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Master Lease may not be effectively amended,

changed, modified or altered without the written consent of the Trustee, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Authority and the City thereunder, and the Authority agrees that the Trustee in its name or in the name of the Authority may enforce all rights of the Authority and all obligations of the City under and pursuant to the Master Lease for and on behalf of the Bondholders, whether or not the Authority is in default hereunder.

Section 4.8. Payment of Taxes, Charges, Insurance, etc. The Authority shall cause the City pursuant to the Master Lease to maintain certain insurance and pay all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the Projects, the Base Rentals, Additional Rentals, the Purchase Option Price, the Net Proceeds and any and all other amounts held pursuant to the Indenture, or any part thereof, which might impair or prejudice the lien and property of the Indenture; provided, however, that nothing contained in this Section 4.8 shall require the maintenance of insurance or payment of any such taxes, assessments or charges if the same are not required to be maintained or paid under the provisions of the Master Lease. The Authority shall maintain such insurance and pay such taxes, assessments and charges to the same extent as provided in the Master Lease as if said Article were herein set forth in full, if and to the extent that the City fails to maintain such insurance or pay such taxes, assessments or charges, but the liability hereby imposed on the Authority shall only be paid from the Trust Estate as herein provided.

Section 4.9. Maintenance and Repair. Pursuant to the Master Lease, the City has agreed at its own expense to maintain, manage and operate the Projects in good order, condition and repair, and the City may, at its own expense, make from time to time additions, modifications or improvements to the Projects under the terms and conditions set forth in the Master Lease.

Section 4.10. Warranty. The Authority has the right, power and authority to grant a mortgage lien on the Projects to the Trustee pursuant to the Security Documents and to pledge and assign a security interest in the Trust Estate to the Trustee pursuant to the Indenture, all for the uses and purposes herein set forth. The Authority warrants that there is no financing statement or other filed or recorded instrument in which the Authority is named as, or which the Authority has signed as, debtor now on file in any public office covering any of the Trust Estate excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein, or financing statements to be released in connection with the issuance of Bonds and that the lien and security interest herein created have been duly perfected and are prior to any other.

Section 4.11. Further Assurances. The Authority will, at the City's expense, do, execute, acknowledge and deliver all and every act, deed, conveyance, transfer and assurance necessary or proper for the perfection of the lien and security interest being herein provided for in the Trust Estate, whether now owned or held or hereafter acquired,

including, but not limited to, such financing statements and continuation statements as shall be necessary under applicable law to perfect and maintain the security interest being herein provided for in the Trust Estate.

Section 4.12. Actions with Respect to Trust Estate. The Authority will not:

(a) Declare a default or exercise the remedies of the seller or lessor, as the case may be, under, or terminate, modify or accept a surrender of, or offer or agree to any termination, waiver, modification or surrender of, the Master Lease (except as otherwise expressly provided herein) or by affirmative act consent to the creation or existence of any lien or encumbrance (other than the security interest and lien of this Indenture and the Security Documents) to secure the payment of indebtedness upon the leasehold or other estate created by the Master Lease or any part of any thereof; or

(b) Receive or collect or permit the receipt or collection of any payment under the Master Lease prior to the date for the payment thereof provided for by the Master Lease or assign, transfer or hypothecate (other than to the Trustee hereunder) any revenues or other payment then due or to accrue in the future under the Master Lease in respect of the Projects; or

(c) Sell, mortgage, transfer, assign or hypothecate (other than to the Trustee hereunder) its interest in the Projects or any part thereof or interest therein or in any amount to be received by it from the disposition of the Projects except as herein provided under Article IX herein, and except as provided in the Master Lease and the Security Documents.

Section 4.13. Power of Attorney in Respect of the Master Lease. The Authority does hereby irrevocably constitute and appoint the Trustee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead (a) to ask, demand, collect, receive and receipt for any and all rents, income and other sums which are assigned under the Granting Clauses hereof, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any Event of Default under the Indenture, to exercise any remedies available under the Master Lease and the Security Documents as fully as the Authority could itself do, and to perform all other necessary or appropriate acts with respect to any such remedies, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Authority or otherwise, which the Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Trustee (but only to the extent specifically provided herein) in the Master Lease and to the Base Rentals, the Additional Rentals, the Purchase Option Price, the Net Proceeds and all other amounts payable under the Master Lease and other sums and the security intended to be afforded hereby, whether or not the Authority is in default hereunder.

## ARTICLE V

## REVENUES, FUNDS AND ACCOUNTS

Section 5.1. Source of Payment of Bonds. The Bonds herein authorized and all payments by the Authority hereunder are not general obligations of the Authority but are special, limited obligations payable solely from the Base Rentals and the Purchase Option Price and other amounts derived from the Projects under the Master Lease and as provided herein.

The Projects have been leased under the Master Lease and the Base Rentals and the Purchase Option Price provided for in Sections 6.2 and 12.1, respectively, of the Master Lease are to be remitted directly to the Trustee for the account of the Authority and deposited in the Bond Fund and the Debt Service Reserve Fund along with all other moneys authorized or required to be deposited in the Bond Fund and Debt Service Reserve Fund under the Master Lease. Such Base Rentals and the Purchase Option Price are hereby pledged to such payment. Said pledge shall constitute a first and exclusive lien on the Base Rentals and the Purchase Option Price provided in the Master Lease for the payment of the principal of, and premium, if any, and interest on, the Bonds in accordance with the terms hereof and thereof.

Section 5.2. Creation of Bond Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Municipal Building Authority of Hurricane City, Utah Bond Fund" (herein defined as the "Bond Fund"), which shall be used to pay the principal of and premium, if any, and interest on the Bonds.

Section 5.3. Creation of Sinking Fund Account. There is hereby created by the Authority and ordered established in the custody of the Trustee a separate account within the Bond Fund to be designated "Municipal Building Authority of Hurricane City, Utah Sinking Fund Account" (herein defined as the "Sinking Fund Account").

Section 5.4. Creation of Debt Service Reserve Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Municipal Building Authority of Hurricane City, Utah Debt Service Reserve Fund". By Supplemental Indenture, there may be established within the Debt Service Reserve Fund a separate account for each Series of Bonds. (Said Debt Service Reserve Fund and applicable accounts therein are herein referred to as the "Debt Service Reserve Fund".)

Section 5.5. Creation of Construction Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Municipal Building Authority of Hurricane City, Utah Construction Fund". There is hereby created and ordered established in the custody of the Trustee a separate

account within the Construction Fund for each Series of Bonds. (Said Construction Fund and applicable accounts therein are herein referred to as the "Construction Fund".)

Section 5.6. Creation of Rebate Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Municipal Building Authority of Hurricane City, Utah Rebate Fund" (herein defined as the "Rebate Fund").

Section 5.7. Creation of Cost of Issuance Account. The Trustee shall establish a Cost of Issuance Account into which shall be deposited upon delivery of a Series of Bonds, sufficient moneys to pay costs of issuance of such Series of Bonds.

Section 5.8. Creation of Funds. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article V until such funds or accounts shall be utilized as provided in a Supplemental Indenture authorizing a Series of Bonds. By Supplemental Indenture the Authority may authorize the creation of additional funds and accounts within any funds.

Section 5.9. Use of Bond Fund.

(a) There shall be deposited into the Bond Fund all accrued interest received, if any, at the time of the issuance, sale and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (i) any amount directed to be paid into the Bond Fund pursuant to the Master Lease or any amount in the Debt Service Reserve Fund directed to be paid into the Bond Fund in accordance with the provisions of Section 5.10 hereof; (ii) any Net Proceeds of any insurance policy, performance bond or condemnation award to be deposited in the Bond Fund pursuant to the Master Lease; (iii) all Base Rentals, and, if paid by the City, that portion of the Purchase Option Price attributable to the retirement of the applicable Series of Bonds issued hereunder, as specified in the Master Lease; and (iv) all other moneys received by the Trustee under and pursuant to any of the provisions hereof or of the Master Lease which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund. The Authority hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding it will deposit, or cause to be paid to the Trustee for deposit in the Bond Fund for its account, any moneys which are pledged under the Indenture for the payment of the principal of and premium, if any, and interest on the Bonds and which are required to be deposited into the Bond Fund.

(b) Except as provided in Section 5.15 herein, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, and interest on the Bonds and for the redemption of the Bonds prior to maturity.

The Bond Fund shall be in the custody of the Trustee but in the name of the Authority, and the Authority hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 5.10. Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Authority, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Section 5.11. Use of Debt Service Reserve Fund.

(a) Except as otherwise provided in this Section, moneys in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify that the incremental increase, if any, in the Debt Service Reserve Requirement resulting from the issuance of such Series shall either be deposited immediately upon the issuance and delivery of such Series from proceeds from the sale thereof or from any other legally available source. Funds on deposit in the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund.

(b) If within five (5) Business Days of any Interest Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, premium, if any, and principal then becoming due on the Bonds, the Trustee shall transfer, on or before such date, moneys from the Debt Service Reserve Fund to the Bond Fund to the extent necessary so that the amount of money so transferred plus all moneys then held in the Bond Fund shall be sufficient to pay all interest, premium, if any, and principal payments then becoming due and payable on such date; and

(c) In the event that the City shall exercise its option to purchase a Project or Projects and terminate its payment obligations under the Master Lease upon payment of the Purchase Option Price with respect to said Project or Projects, the Trustee shall transfer all moneys held in the Debt Service Reserve Fund applicable to said Project or Projects to the Bond Fund in accordance with the written direction of the City.

(d) In the event moneys are drawn from the Debt Service Reserve Fund to pay principal, premium or interest on Bonds, such that there shall be remaining in said fund an amount less than the Debt Service Reserve Requirement, the Trustee shall immediately give notice to the Authority and the City of such deficiency. Such Fund shall be replenished to the Debt Service Reserve Requirement upon the deposit by the Trustee of the additional Base Rental payment to be paid by the City pursuant to the Master Lease.

(e) Any moneys remaining in the Debt Service Reserve Fund with respect to a Series of Bonds on the final maturity of said Series of Bonds (whether at stated maturity or upon prior redemption) shall be transferred on such date into the Bond Fund. If the amounts available in the Bond Fund and the Debt Service Reserve Fund with respect to a Series of Bonds are equal at any time to the amount of principal of and interest on said Series of Bonds to maturity, the Trustee shall transfer all such amounts then held in the Debt Service Reserve Fund into the Bond Fund, and such amounts so held in the Bond Fund after such transfer shall be credited against the Base Rentals due thereafter under the Master Lease with respect to said Series of Bonds.

Section 5.12. Use of Construction Fund; Disbursements.

(a) The moneys in the Construction Fund shall be expended in accordance with the provisions of the Master Lease and the Supplemental Indenture authorizing such Series of Bonds.

(b) The Authority covenants and agrees to take all necessary and appropriate action promptly in approving and ordering disbursements from the Construction Fund in accordance with provisions of the Master Lease. The Trustee is hereby authorized and directed to make each disbursement so requested by the City on behalf of the Authority and to issue its checks therefor, but only in compliance with the provisions of the Master Lease. The Trustee shall keep and maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom, and after the related Project has been completed and a certificate of payment of all costs is, or has been, filed as provided in Section 5.13 of this General Indenture, the Trustee shall file an account thereof with the Authority and the City.

Section 5.13. Completion of Project. Any balance remaining in the Construction Fund following the establishment of the Completion Date for a Project pursuant to the Master Lease (except amounts the Authority shall have directed the Trustee to retain for any Cost of Acquisition and Construction not then due and payable) shall at the direction of the City and the Authority, be used as provided in the related Supplemental Indenture.

Section 5.14. Rebate Fund and Arbitrage Rebate.

(a) Should any Series of Bonds be subject to arbitrage rebate, the Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund and an account therein for each such Series, which shall be held separate and apart from all other funds and accounts established under the Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for all Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, less amounts of Rebatable Arbitrage theretofore paid to the United States for all Series of Bonds, the Trustee shall, upon the Authority's request, withdraw from the Rebate Fund and pay to the Authority an amount not to exceed such excess.

(c) The Authority shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date. The Authority shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) within 30 days of each such Rebate Calculation Date. The Authority shall instruct the Trustee to withdraw from the Rebate Fund and pay over to the United States Government with respect to each Series of Bonds: (1) not less frequently than once each five years commencing no later than 60 days after the first Rebate Calculation Date for such Series of Bonds and upon each fifth anniversary of such date, an amount which when added to all previous rebate payments made with respect to such Series of Bonds equals 90% of the sum of the Rebatable Arbitrage pertaining to such Series of Bonds, and (2) not later than 60 days after the retirement of the last Bond of such Series, 100% of the Rebatable Arbitrage with respect to such Series. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Authority from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Authority and the City of the requirements of this Section. By agreeing to give this notice or the notice required by (g) below, the Trustee assumes no responsibility whatsoever for compliance by the Authority with the requirements of Section 148 of the Code or any successor. The Authority expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Authority to comply with the requirements of said Section 148 or any successor thereof.

(e) The Trustee, on behalf of the Authority shall keep and retain, until the date six years after the retirement of the last of the Bonds of each Series, records with respect to each Series of the Bonds and the investment and expenditure of proceeds thereof to comply with the arbitrage rebate requirements of this Section, including without limitation a complete list of all investments and reinvestments of proceeds of each Series of the Bonds. For purposes of the computation required by this Section, the Trustee shall upon request, furnish to the Authority all information in the Trustee's control which is necessary for such computations.

(f) The Authority hereby covenants and agrees that it will not enter into any transaction or cause any transaction to be entered into with respect to the investment of proceeds of the Bonds, or otherwise, which reduces the amount which may be required to be paid to the United States pursuant to the arbitrage rebate requirements specified hereinabove, because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on each Series of the Bonds not been relevant to either party.

(g) The provisions of this Section may be amended or deleted, with respect to any or all Series of the Bonds, from this Indenture upon receipt by the Authority and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the exclusion from gross income of interest on the Bonds.

Section 5.15. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for account to any fund referred to in any provision of the Indenture or the Master Lease shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the payment of Bonds not then deemed Outstanding shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 5.16. Repayment to the City from Bond Fund or Debt Service Reserve Fund. Any amounts remaining in the Bond Fund or the Debt Service Reserve Fund after

payment in full of the principal of and premium, if any, and interest on the Bonds, the fees, charges and expenses of Trustee and all other amounts required to be paid hereunder shall be paid immediately to the City as an overpayment of Base Rentals or Additional Rentals.

Section 5.17. Custody of Separate Trust Fund. The Trustee is authorized and directed to establish a separate trust fund after the Completion Date to hold all Net Proceeds from any insurance policies, performance bonds or condemnation awards and disburse such proceeds in accordance with the Master Lease, or if the City directs that the Net Proceeds be applied to redeem Bonds pursuant to the Master Lease, the Authority covenants and agrees to transfer all of the Net Proceeds in such fund to the Bond Fund and to redeem the Bonds as provided in the Indenture.

Section 5.18. Cost of Issuance Account. The Trustee shall disburse moneys on deposit in the Cost of Issuance Account upon receipt of written authorization to pay costs of issuance executed by a City Representative. Any remaining moneys on deposit therein after payment in full of all costs of issuance shall be transferred by the Trustee to the Construction Fund.

# ARTICLE VI

## INVESTMENT OF MONEYS

Section 6.1. Trustee to Invest Funds. Any moneys held as part of the Construction Fund, the Bond Fund, the Debt Service Reserve Fund, the Rebate Fund or any other fund shall be invested and reinvested by the Trustee in Investment Obligations at the written direction of the Authority in accordance with the provisions hereof and of the Master Lease. Any such investments shall be held by or under the control of the Trustee. The Trustee shall sell and reduce to cash a sufficient amount of such investments within the Bond Fund whenever the cash balance therein is insufficient to pay the principal of and premium, if any, and interest on the Bonds when due. All income and earnings from the investment of amounts on deposit in any fund shall be retained therein; provided, however, that any moneys held in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall be transferred to the Bond Fund at least annually.

Section 6.2. Method of Valuation and Frequency of Valuation. In computing the amount in any Fund or account, Investment Obligations shall be valued at the fair market value of such Obligations, exclusive of accrued interest. All funds and accounts are to be valued on the basis of a mark-to-market valuation conducted semiannually by the Trustee as of each Interest Payment Date.

## ARTICLE VII

## RIGHTS OF THE CITY

Section 7.1. Subordination of Master Lease to Indenture; Certain Rights to City. As provided in the Master Lease, the Master Lease and the City's interest in the Projects and its interest as lessee under the Master Lease shall at all times be subject to the lien of the Indenture; provided, however, that so long as no Event of Default hereunder or an Event of Nonappropriation has occurred and is then continuing, the Master Lease shall remain in full force and effect notwithstanding such subordination, and the City shall not be disturbed by the Authority or the Trustee in its possession, use and enjoyment of the Projects during the term of the Master Lease or in the enjoyment of its rights under the Master Lease; provided further that this Indenture and the rights and privileges hereunder of the Trustee and Bondholders are specifically made subject and subordinate to the rights and privileges of the City set forth in the Master Lease to exercise its option to purchase the Projects in the event of, and subsequent to, the occurrence of an Event of Default, but prior to the liquidation of the Authority's interest in the Projects. As a condition of the exercise of such option, the City under the Master Lease must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation. The Trustee agrees that it shall execute and deliver any instrument necessary or appropriate at any time to confirm, evidence or enable the City to enjoy such rights and privileges, including without limitation, those referred to in Section 7.2 hereof.

Section 7.2. Granting of Rights in and to the Projects. Reference is made to the provisions of the Master Lease, whereby the Authority and the City have reserved the right to grant rights in and to certain portions of the Projects and to withdraw portions of the Projects from the terms of the Master Lease and the lien of this Indenture and the Security Documents upon compliance with the terms and conditions of the Master Lease.

Section 7.3. Release of Equipment Forming a Part of the Projects. Reference is made to the provisions of the Master Lease, whereby the City, may withdraw certain items of equipment forming a part of the Projects upon substitution of other property of comparable or greater value, or upon deposit of sale proceeds in the Bond Fund, in conformity with the terms and conditions of the Master Lease.

Section 7.4. Release of Portions of Project Upon Payment of Related Series of Bonds. Pursuant to the Master Lease the City has been granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Master Lease, a Project may be released from the lien created with respect to the related Series of Bonds and the Indenture and the Master Lease and transferred to the City if (i) the City shall deposit with the Trustee amounts sufficient to pay or provide for

the payment (as provided in Article VIII hereof) of the related Series of Bonds issued to finance or refinance such Project; and (ii) if the interest payable on one or more Series of the Bonds is excluded from gross income for federal income tax purposes, there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of the Project will not adversely affect the excludability of interest on said Bonds from the federal gross income of the owners thereof.

## ARTICLE VIII

## DISCHARGE OF LIEN

If the Authority shall pay or cause to be paid, or there shall be otherwise paid or unconditional provisions for payment made to or for the Bondholders, the principal of and premium, if any, and interest due or to become due on the Bonds at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee and any paying agents all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and release, assign and deliver unto the Authority and the City any and all the estate, right, title and interest in and to any and all rights assigned to the Trustee or otherwise subject to the lien of the Indenture, including amounts in the Bond Fund and the Debt Service Reserve Fund and all rights granted under the Security Documents, except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of the Indenture when (a) payment of the principal of and the applicable redemption premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust, and the Trustee shall have irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, and/or (2) Direct Obligations maturing as to principal and interest in such amount and at such times as will insure, without reinvestment, the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee and any paying agents pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until: (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Article III of this General Indenture, or in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty days, until the Authority shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Bondholders of the Bonds, in accordance with Article III hereof, that the deposit required by (a)(ii) above has been made with or for the benefit of

the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII, 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 and to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity; or (b) the maturity of such Bonds.

All moneys so deposited with or for the benefit of the Trustee as provided in this Article VIII may at the direction of the Authority also be invested and reinvested in Direct Obligations, maturing in the amounts and at times as hereinbefore set forth, and all income from all Direct Obligations pursuant to this Article VIII which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund.

The Authority hereby covenants that no deposit will be made hereunder and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code.

Notwithstanding any provision of any other Article of the Indenture which may be contrary to the provisions of this Article, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article VIII for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and Direct Obligations have been so set aside in trust.

## ARTICLE IX

## DEFAULT PROVISIONS AND REMEDIES OF THE TRUSTEE AND BONDHOLDERS

Section 9.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default" under this Indenture:

(a) Failure to pay when due interest on any Bond;

(b) Failure to pay when due the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof;

(c) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the Authority in the Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.13 hereof;

(d) The occurrence of an event of default under the terms of any of the Bond Documents on the part of either the Authority or the City;

(e) The Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(f) The Authority (1) is adjudged insolvent by a court of competent jurisdiction, (2) admits in writing its inability to pay its debts generally as they become due, (3) files a petition in bankruptcy, (4) makes an assignment for the benefit of creditors, or (5) consents to the appointment of a receiver of itself or property with respect to the Projects;

(g) An order, judgment or decree shall be entered by any court of competent jurisdiction appointing, without the consent of the Authority, a receiver of the Authority or of the property with respect to the Projects, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of such appointment;

(h) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Authority under the provisions of any bankruptcy act and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of entry of such order, judgment or decree; or

(i) Under the provisions of any other law now or hereafter existing for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Authority or of the property with respect to the Projects or any part thereof, and such custody or control shall not be terminated within sixty days from the date of assumption of such custody or control.

(j) Subject to the limitations contained in the Master Lease, the Authority shall unreasonably delay or fail to carry on with reasonable dispatch, or shall discontinue construction of any substantial part of a Project.

Section 9.2. Acceleration, Limitation on Remedies. Upon the occurrence and continuation of an Event of Default, the Trustee shall have all the rights and remedies with respect to the Trust Estate as the Authority, as lessor, has against the Projects and the City under the pertinent provisions of the Master Lease; and the Trustee may, and upon the written request of Bondholders of not less than 25% in aggregate principal amount of the Bonds Outstanding shall, by notice in writing delivered to the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable without further action. Such amounts of principal and interest shall bear interest from the date of acceleration, as herein provided, until paid at the same rate borne by the accelerated Bonds prior to acceleration.

Upon any sale made either under the power of sale given in this Article IX or given in the Security Documents or under a judgment, order or decree made in any judicial proceedings for the foreclosure or enforcement of the Indenture and/or the Security Documents, the principal of all Bonds then outstanding, if not previously due, shall at once become and be immediately due and payable without declaration or notice by the Trustee or the Bondholders.

Notwithstanding anything to the contrary contained in the Indenture, no deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents against the Projects may be entered against the City or the Authority, and no breach of any provision of the Master Lease, the Security Documents or the Indenture shall impose any general obligation or liability upon or a charge against the City or the Authority or upon the general credit or taxing powers of the City. Additionally, no judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under the Master Lease; provided to the extent permitted by law that the Trustee may, subject to compliance with the applicable provisions of the "one action rule" set forth in Title 78, Chapter 37, Utah Code Annotated 1953, as amended, recover from the City: (i) the portion of Base Rentals and Additional Rentals which are or would otherwise have been payable under the Master Lease during any period in which the City continues to use, occupy and operate a Project or Projects or any portion thereof; and (ii) Base Rentals and Additional Rentals which are or would otherwise have been payable by the City under the Master Lease during the remainder, after the City vacates

the applicable Project or Projects, of the then-current annual term of the Master Lease in which such Event of Default occurs for which term the City had lawfully appropriated moneys for purposes of paying such Base Rentals and Additional Rentals; provided, however, that if the Trustee does not proceed to sell the Project or Projects reasonably promptly after such Event of Default, the Trustee shall be obligated to the City to use the Trustee's best efforts to lease or sublease said Project or Projects for the remainder of such annual term, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the Lessee under this clause (ii).]

Notwithstanding anything contained herein to the contrary, the rights and privileges of the Trustee and the Bondholders are subject to the right of the City to purchase the Project or Projects as set forth in the Master Lease and the Trustee shall make no final sale or other final disposition of any interest in said Project or Projects pursuant to any available foreclosure remedy without notifying the City in writing of the occurrence of an Event of Default, and allowing the City ninety days from the mailing of such notice to exercise its option to purchase the Project or Projects.

Section 9.3. Surrender of Possession of Projects; Rights and Duties of Trustee in Possession. Subject to Section 9.2 hereof, upon the occurrence and continuation of an Event of Default under the Indenture, the Authority, upon demand of the Trustee, shall forthwith surrender, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Projects together with the books, papers and accounts of the Authority pertaining thereto, and including the rights and the position of the Authority with respect to the Projects under the Master Lease and to make all needful repairs and improvements as the Trustee shall deem wise. Upon the occurrence and continuation of an Event of Default, the Trustee may execute a written notice of default and an election to cause the Authority's interest in the Projects or any portion thereof to be sold (subject to any reversionary rights of the City which may be retained in the Project site or sites in the event any ground lease may be executed between the Authority and the City) to satisfy the obligations of the Authority under the Indenture in accordance with the provisions of the Security Documents and/or may cause a sale of personal property as provided by law. The Trustee may also lease or otherwise dispose of the Authority's interest in the Projects in the name and for the account of the Authority and in such manner as the Trustee, in its sole discretion, may elect. In connection with any such sale or leasing of the Projects, the Trustee may collect, receive and sequester the rental payments, revenues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver pay, or set up the proper reserve for the payment of, all proper costs and expenses of so taking, holding, leasing, selling and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of the Indenture and the Security Documents which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions of Section 9.8 hereof. Whenever all that is due upon the Bonds shall have been paid and all

defaults made, cured or waived, the Trustee shall surrender whatever possession the Trustee shall retain to the Authority; the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property the Trustee shall render annually to the Authority, the City and the Bondholders, at their addresses set forth in the registration book required by Section 4.6 hereof, a summarized statement of income and expenditures in connection therewith.

While any Bonds are Outstanding, the Authority shall not exercise any of the remedies on default specified in the Master Lease without the prior written consent of the Trustee.

Section 9.4. Other Remedies; Rights of Bondholders. Except as otherwise limited by the provisions of the Indenture, upon the occurrence of an Event of Default under the Indenture, the Trustee may pursue any available remedy that it deems to be in the best interest of the Bondholders by suit at law or in equity to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding.

If an Event of Default shall have occurred under the Indenture, and if requested so to do by the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1(l) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 9.4 and by Section 9.2 hereof, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default under the Indenture shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient. Every power or remedy given by the Indenture, the Master Lease or the Security Documents or to which the Trustee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee, and the Trustee may pursue inconsistent remedies.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.5. Right of Bondholders to Direct Proceedings. The Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Section 9.6. Appointment of Receivers. Upon the occurrence of an Event of Default under the Indenture and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture, the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate and of the rents, revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.7. Waiver. Upon the occurrence of an Event of Default under the Indenture, to the extent that such rights may then lawfully be waived, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of the Indenture, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.8. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, and payment of Trustee fees, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for

the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due (with interest on overdue installments of interest, at the same rate as the rate of the respective Bond or Bonds which are past due) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment of the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, plus, to the extent permitted by law, interest on overdue installments of interest or principal at the same rate as the rate of the respective Bond or Bonds which are past due.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section IX9.8.(b) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.8(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section 9.8, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee, and the Trustee shall have no liability whatsoever to the Authority, to any Bondholder, or to any other person for any delay in applying any such

moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the Trustee. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Bondholder of any Bond until such Bond shall be presented to Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of and premium, if any, and interest on all Bonds has been paid under the provisions of this Section 9.8 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the City as provided in Section 5.16 of this General Indenture as overpayment of Base Rentals.

Section 9.9. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under the 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 and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Bondholders, and any recovery of judgment shall be for the equal and ratable benefit of the Bondholders of the Outstanding Bonds.

Section 9.10. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default under the Indenture and the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity as provided in Section X10.1.(l) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and

that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof or the redemption date established therefor, or the obligation of the Authority to pay the Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in the Bonds expressed.

Section 9.11. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under the Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority, the Trustee and the Bondholders 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 such proceedings had been taken.

Section 9.12. Waivers of Events of Default. The Trustee may, and upon the written direction of the Bondholders of a majority in principal amount of the Bonds then Outstanding shall, waive any Event of Default under the Indenture and its consequences and rescind any declaration of maturity of the principal of the Bonds; provided, however, that there shall not be waived (1) any Event of Default under the Indenture in the payment of the principal of any Outstanding Bonds at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interests (including interest on overdue installments of interest) or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective Bond or Bonds which are past due, and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.13. Notice of Events of Default under Section IX9.1.(c); Opportunity of the Authority and the City to Cure Such Events of Default. Anything herein to the contrary notwithstanding, no default under Section IX9.1.(c) hereof shall constitute an Event of Default under the Indenture until actual notice of such default by registered or certified mail shall be given to the Authority and the City by the Trustee or by the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, and the Authority and the City shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided,

however, that, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under the Indenture if corrective action is instituted by the Authority and the City within the applicable period and diligently pursued, to the satisfaction of the Trustee until the default is corrected.

With regard to any default concerning which notice is given to the Authority and the City under the provisions of this Section 9.13, the Authority hereby grants the City full authority for account of the Authority to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts and with power of substitution.

Section 9.14. Cooperation of Authority. The Authority covenants and agrees that should there be an Event of Default or an Event of Nonappropriation under the Master Lease with the result that the right of possession of the Projects is returned to the Authority, the Authority shall fully cooperate with the Trustee and with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by the Trustee or any Bondholder, shall use its best efforts to secure a purchaser or another lessee of the Projects so that at all times sufficient rents and other amounts will be derived from the Projects promptly to meet and pay the principal of and premium, if any, and interest on the Bonds as the same become due and payable, as well as to cover the cost of all Additional Rentals with respect to the Projects required under the Master Lease. Nothing herein shall be construed as requiring the Authority to operate the Projects or to use any funds or revenues from any source other than the rents and other amounts derived from the Projects.

Section 9.15. Limitation on Remedies and Acceleration During Acquisition and Construction of Portions of Projects. Notwithstanding the provisions of this Article IX or other provisions of the Indenture or of the Security Documents to the contrary, in the event that (a)(i) a portion of the Projects (the "Completed Portion of the Projects") financed with a separate Series of Bonds is accepted by the City for use and occupancy under the Master Lease, and (ii) the acquisition and construction of additional portions of the Projects (the "Uncompleted Portion of the Projects") financed with one or more Series of Bonds (other than the Series of Bonds described in (i) above) have yet to be completed, and (b) an Event of Default occurs due to the failure to complete the Uncompleted Portion of the Projects, the following limitations shall apply:

(a) Such Event of Default shall be limited to the Series of Bonds issued to finance the Uncompleted Portion of the Projects and not the Series of Bonds issued to finance the Completed Portion of the Projects;

(b) The City shall, subject to the occurrence of an Event of Nonappropriation, continue to pay Base Rentals and Additional Rentals with respect to the Completed Portion of the Projects, and the Master Lease shall

remain in full force and effect with respect to the Completed Portion of the Projects;

(c) The Trustee shall use the amounts on deposit in the related subaccount of the Debt Service Reserve Fund to pay amounts due on the Series of Bonds issued to finance the Uncompleted Portion of the Projects and amounts on deposit in the subaccount of the Debt Service Reserve Fund relating to the Series of Bonds issued to finance the Completed Portion of the Projects shall not be used to pay amounts due on the Series of Bonds issued to Finance the Uncompleted Portion of the Projects;

(d) The Series of Bonds issued to finance the Completed Portion of the Projects shall not be accelerated or otherwise affected by the Event of Default described in this Section 9.15; and

(e) The Trustee shall not proceed to exercise any remedies under the Indenture or the Security Documents relating to the Completed Portion of the Projects with respect to the Event of Default described in this Section 9.15.

## ARTICLE X

## THE TRUSTEE

Section 10.1. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by the Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default under the Indenture and after the curing of all Events of Default under the Indenture which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case an Event of Default has occurred under the Indenture (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as an ordinary prudent trustee would exercise or use under the circumstances in the conduct of its own affairs.

No provision of the Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that (i) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(i) The duties and obligations of the Trustee shall be determined solely by the express provisions of the Indenture, and the Trustee shall be liable only for the performance of such duties and obligations as are specifically set forth in the Indenture, and no implied covenant or obligation shall be read into the Indenture against the Trustee; and

(ii) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee in conforming to the requirements of the Indenture; but in the case of any such certificate or opinion which by any provision hereof is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of the Indenture;

and (ii) the Trustee shall not be liable for any other judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(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 be answerable for the conduct of the same in accordance with the standard

specified above, and shall be entitled to advice of counsel concerning its 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 (who may be the attorney or attorneys for the Authority or the City), 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 inaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for insuring the Projects or collecting any insurance moneys, or for the validity of the execution by the Authority of the Indenture, or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value of title of the Projects or any lien waivers with respect to the Projects; provided, however, that 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 Authority or on the part of the City under the Master Lease in connection with the matters referred to in Article XIV of the Master Lease, except as hereinafter set forth; but the Trustee may require of the Authority or the City full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed and the Trustee shall not be responsible for any loss suffered in connection with any investment of funds made by it in accordance with Article VI hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed 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 Bondholder of any Bonds, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence 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 certificate signed by the Authority Representative or the City Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by said Section 10.1(h) it is deemed to have

notice, shall also be at liberty to accept a similar 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 by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of any of the officers of the Authority who have executed the Bonds (or their successors), and of any member of the governing body of the City, to the effect that a resolution in the form therein set forth has been adopted by the Authority or the City, as the case may be, 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 negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default under the Indenture except an Event of Default under Section 9.1(a) or 9.1(b) hereof or the failure by the Authority to cause to be made any of the payments to the Trustee required to be made by Article IV hereof or failure by the Authority or the City to file with the Trustee any document required by the Indenture or the Master Lease to be so filed subsequent to the issuance of the Bonds, unless the Trustee shall be specifically notified in writing of such default by the Authority or by the holders of at least 25% in aggregate principal amount of any Series of Bonds then Outstanding, 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 office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of 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 of the property herein conveyed, including all books and records of the Authority pertaining to the Projects and the Bonds, and to take such memoranda from and with 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 with respect to the authentication of any Bonds, the withdrawal of any cash or the taking of any action whatsoever, within the purview of the Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certifications, 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 deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(l) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request, order or direction of any of the Bondholders, pursuant to the provisions of the Indenture, unless such Bondholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which may 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 law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

Section 10.2. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services and such other compensation as may be authorized under the Master Lease. Upon an Event of Default under the Indenture, but only upon such an Event of Default, the Trustee shall have a first lien with right of payment, prior to payment on account of principal of and premium, if any, and interest on any Bond, upon the Trust Estate for the foregoing fees, charges and expenses incurred by it.

Section 10.3. Notice to Bondholders. The Trustee shall give to the Bondholders notice of each default hereunder known to the Trustee (or of which the Trustee is deemed to have notice by Section 10.1(h) hereof) within ninety days after the occurrence thereof, unless such default shall have been remedied or cured before the giving of such notice; provided that, except in the case of default in the payment of principal of or premium, if any, or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Bondholders. Each such notice of default shall be given by the Trustee by mailing written notice thereof to all Bondholders of Bonds then outstanding whose names appear on the list of Bondholders as provided in Section 4.6 hereof.

Section 10.4. Intervention by the Trustee. In any judicial proceeding to which the Authority is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interest of owners of the Bonds, the Trustee may intervene on

behalf of Bondholders and shall do so if requested in writing by the Bondholders of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 10.5. 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 trust business and 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 successor to the Trustee hereunder and vested with all of the title to the Trust Estate and 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 any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10.6. Resignation by the Trustee. The Trustee and any successor to the Trustee may at any time resign from the trusts herein created by giving sixty days' written notice by registered or certified mail to the Authority and to the Bondholders of each Bond as shown by the list of Bondholders required by Section 4.6 hereof to be kept by the Trustee, and such resignation shall take effect only upon the appointment of a successor Trustee by the Bondholders or by the Authority; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee 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 deems proper and prescribes, appoint a successor Trustee.

Section 10.7. Removal of the Trustee. The Trustee may be removed by the Authority at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, provided that such instrument or instrument concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 10.8. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Authority by an instrument or concurrent instruments executed by its President and attested by its Secretary under its seal. The original Trustee and every such Trustee appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than Seventy-Five Million Dollars ($75,000,000).

Section 10.9. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority and the City an instrument in writing 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 predecessors; but such predecessor shall, nevertheless, on the written request of the Authority, or of its successor, execute and deliver an instrument transferring to such successor 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 successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties 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 Authority. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded. Additionally, all substitutions of Trustee under the Security Documents shall be filed or recorded in accordance with the laws of the State.

In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 10.10. Right of the Trustee to Pay Taxes and Other Charges. In case any tax, assessment, governmental or other charge upon, or insurance premium with respect to, any part of a Project or Projects is not paid as required herein or in the Master Lease or Security Documents, the Trustee may pay from its own funds, such tax, assessment, governmental or other charge, or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondholders arising in consequence of such failure; and any amount at any time so paid under this Section 10.10, with interest thereon from the date of payment at a rate per annum equal to the Base Rate as of the date of payment shall become so much additional indebtedness secured by the Indenture, and the same shall be given a preference in payment over any of the Bonds, and shall be paid out of the proceeds of Base Rentals or Additional Rentals collected from the Projects, if not otherwise caused to be paid; but the Trustee shall not be under any obligation to make any such payment unless it shall have been requested to do so by the Bondholders of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided with adequate funds for the purpose of such payment.

Section 10.11. Appointment of Co-Trustee. It is the purpose of the Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that in case of litigation under the Indenture, the Master Lease or the Security Documents, and in particular in case of the enforcement of either upon an Event of Default, or in 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 other 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 10.11 are adapted to these ends.

The Trustee may appoint an additional individual or institution as a separate or Co-Trustee, in which event 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 vested 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 deed, conveyance or instrument in writing from the Authority be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. In case any separate or Co-Trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate 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 or Co-Trustee.

Section 10.12. Trustee Not Responsible for Actions of Authority. The Trustee shall not be liable or responsible because of the failure of the Authority or of any of its officers, employees or agents to make any collections or deposits, or to perform any act herein required of the Authority or its officers, directors, employees or agents. The Trustee shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, invested, withdrawn or transferred in accordance with the provisions of the Indenture. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

Section 10.13. Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under the Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by the Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under the Indenture.

Section 10.14. Requirements as to Trustee's Records. So long as any of the Bonds shall remain outstanding:

(a) the records of the Trustee pertaining to the Bonds and to the Trustee hereunder shall be available to and open for inspection at all times by the Authority, the City and all other governmental bodies legally entitled to inspect such records, and

(b) the Trustee shall retain in its possession all financial statements furnished to it pursuant to the Indenture. The Trustee shall transfer to any successor trustee copies of the records of the Trustee pertaining to the Bonds and to the Trustee. Trustee shall have no other obligation with regard to said financial statements.

## ARTICLE XI

## SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Authority and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to the Indenture which shall not be inconsistent with the general terms and provisions hereof for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in the Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To subject to the Indenture additional revenues, properties or collateral;

(d) To modify, amend or supplement the Indenture or any indenture supplemental hereto in such matter as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;

(e) To evidence the appointment of a separate or a Co-Trustee or paying agent or the succession of a new Trustee or paying agent hereunder;

(f) To issue the Initial Bonds, Refunding Bonds or Additional Bonds in accordance with the Indenture and the Master Lease; and

(g) To make any other change which, in the judgment of the Trustee, is not materially prejudicial to the interests of the Bondholders or the Trustee and that does not materially adversely affect the rights of any Bondholder.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such Supplemental Indentures hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in

any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indentures, or (v) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture and the Security Documents on the Trust Estate or any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) deprive the Bondholder of any Bond then Outstanding of the lien hereby created on any material portion of the Trust Estate, without the prior consent of the Bondholders of 100% of the Bonds affected by such action. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which adversely affects the Trustee's rights, deeds or immunities under the Indenture or the Master Lease.

If at any time the Authority shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 4.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. If the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Article XI permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

Anything therein to the contrary notwithstanding, so long as no Event of Default or Event of Nonappropriation with respect to the Projects shall have occurred and be continuing under the Master Lease, a Supplemental Indenture under this Article shall not become effective unless and until the City shall have consented to the execution and delivery of such Supplemental Indenture. In this regard and except with respect to Supplemental Indentures for which the City has otherwise been notified, the Trustee shall cause notice of the proposed execution of any such Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed by certified or registered mail to the City at least fifteen days prior to the proposed date of execution and delivery of any

such Supplemental Indenture. The City shall be deemed to have consented to the execution and delivery of any such Supplemental Indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the City on or before the fifteenth day after the mailing of said notice.

## ARTICLE XII

## AMENDMENT OF MASTER LEASE

Section 12.1. Amendments, etc., to Master Lease Not Requiring Consent of Bondholders. The Authority and the Trustee shall without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Master Lease as may be required (i) by the provisions of the Indenture and the Master Lease (including those provisions applicable to the issuance of the Initial Bonds, Refunding Bonds and Additional Bonds), (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify the Projects, or the Project sites or substitute or add additional improvements or equipment to the Projects or additional rights or interests in property acquired in accordance with the provisions of the Master Lease, (iv) in connection with any amendment to the Indenture pursuant to Section 11.1 hereof, or (v) in connection with any other change therein which, in the judgment of the Trustee is not to the prejudice of the Trustee or the holders of the Bonds.

Section 12.2. Amendments, etc., to the Master Lease Requiring Consent of Holders of the Bonds. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, neither the Authority nor the Trustee shall consent to any other amendment, change or modification of the Master Lease without mailing of notice and receipt of the written approval or consent of the holders of not less than 66 2/3% in aggregate principal amount of the Bonds at the time outstanding given as in this Section 12.2 provided. If at any time the Authority and the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Master Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 of the Indenture with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of Trustee for inspection by all holders of the Bonds. No such amendment, change or modification of the Master Lease shall reduce the aggregate principal amount of the Bonds the Bondholders of which are required to consent to any amendment, change or modification of such Master Lease, or materially reduce or postpone payments required to be made under the Master Lease without the consent of all of the holders of the Bonds Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Trustee and the Authority.

## ARTICLE XIII

## MISCELLANEOUS

Section 13.1. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by the Indenture to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of the Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be proved by the registration books of the Authority maintained by the Trustee pursuant to Section 4.6 of the Indenture.

Section 13.2. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from the Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the Bonds, any legal or equitable right, remedy or claim under or with respect to the Indenture or any covenants, conditions and provisions herein contained; the Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the City and the Bondholders as herein provided.

Section 13.3. Severability. If any provision of the Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 13.4. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by facsimile addressed as follows: If to the Authority, to the Municipal Building Authority of Hurricane City, Utah, 147 North 870 West, Hurricane, Utah, 84737, Attention: President; if to the Trustee, to

10 East South Temple, 3rd Floor, Salt Lake City, Utah 84111, Attention: Trust Department; if to the City, to147 North 870 West, Hurricane, Utah, 84737, Attention: Mayor. A duplicate copy of each notice required to be given hereunder by the Trustee to either the Authority or the City shall also be given to the others. The Authority, the City, and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.5. Payments Due on Days other than Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be other than a Business Day, then payment of principal and premium, if any, or interest 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 made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 13.6. Counterparts. This General Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.7. Applicable Provisions of Law. The Indenture shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be executed in its corporate name with its corporate seal hereunto affixed all by its duly authorized officers, as of the date first above written.

MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

Attest and Countersigned :

By: _____
Secretary

By: _____
President

[Corporate Seal]

ZIONS FIRST NATIONAL BANK, as Trustee

By: _____

Title: _____

[SEAL]

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be executed in its corporate name with its corporate seal hereunto affixed all by its duly authorized officers, as of the date first above written.

MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

Attest and Countersigned :

By:_____
Secretary

By:_____
President

[ S E A L ]

ZIONS FIRST NATIONAL BANK, as Trustee

By:_____

Title: SECOND VICE PRESIDENT



# SEVENTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____], 2026

between

MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION

Supplementing the General Indenture of Trust Dated as of April 1, 1999.

TABLE OF CONTENTS

ARTICLE I SUPPLEMENTAL INDENTURE; DEFINITIONS .....3

Section 1.1 Supplemental Indenture. .....3
Section 1.2 Uniform Definitions. .....3
Section 1.3 Amended Definitions. .....3
Section 1.4 Additional Definitions. .....3

ARTICLE II ISSUANCE OF THE SERIES 2026 BONDS .....4

Section 2.1 Principal Amount, Designation and Series. .....4
Section 2.2 Date, Maturity and Interest Rates. .....5
Section 2.3 Redemption. .....6
Section 2.4 Execution of Bonds. .....7
Section 2.5 Delivery of Bonds. .....7
Section 2.6 Limited Obligation. .....7
Section 2.7 Series 2026 Bonds to Remain Tax-Exempt. .....7
Section 2.8 Record of Payment. .....7
Section 2.9 Book-Entry Only System. .....8

ARTICLE III FUNDS AND ACCOUNTS .....10

Section 3.1 Creation of Series 2026 Accounts. .....10
Section 3.2 Disbursement of Series 2026 Bond Proceeds. .....10
Section 3.3 Costs of Issuance Account; Payment of Costs of Issuing Series 2026 Bonds. .....11
Section 3.4 Debt Service Reserve Requirement. .....11
Section 3.5 Deposit to and Use of Series 2026 Construction Account of Construction Fund. 11
Section 3.6 Series 2026 Bonds as Initial Bonds. .....**Error! Bookmark not defined.**

ARTICLE IV CONFIRMATION OF GENERAL INDENTURE .....11

Section 4.1 Confirmation of General Indenture. .....11

ARTICLE V MISCELLANEOUS .....11

Section 5.1 Confirmation of Sale of Series 2026 Bonds. .....11
Section 5.2 Illegal, etc. Provisions Disregarded. .....12
Section 5.3 Applicable Law. .....12
Section 5.4 Headings for Convenience Only. .....12
Section 5.5 Counterparts. .....12

EXHIBIT A FORM OF SERIES 2026 BONDS ..... A-1

EXHIBIT B COST OF ISSUANCE DISBURSEMENT REQUEST .....B-1

This SEVENTH SUPPLEMENTAL INDENTURE OF TRUST, dated as of [_____], 2026 (the "Seventh Supplemental Indenture"), by and between the MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, (formerly known as Zions First National Bank) a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Midvale, Utah (the "Trustee"),

W I TN E S S E T H:

WHEREAS, the Authority has entered into a General Indenture of Trust, dated as of April 1, 1999, (the "General Indenture") with the Trustee; and

WHEREAS, The Hurricane City, Utah (the "City") has previously authorized and directed the creation of the Authority; and

WHEREAS, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act"), and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"); and

WHEREAS, under the Articles of Incorporation of the Authority (the "Articles") and the Act (hereinafter defined), the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their costs on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Local Government Bonding Act and together with the Building Authority Act and the Nonprofit Corporation Act, the "Act") in order to accomplish the public purposes for which the City exists; and

WHEREAS, the Authority is possessed under the Articles with all powers set forth in the Act and the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property, and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property and to issue its notes, bonds or other obligations; and

WHEREAS, the Authority previously issued its (i) Lease Revenue Bonds, Series 2010 (the "Series 2020 Bonds") and (ii) its Lease Revenue Bonds, Series 2013 (the "Series 2013 Bonds"); and

WHEREAS, at the request of the City, the Authority desires to issue bonds for the purpose of financing the acquisition and construction of a new police station, a new city hall building, and related improvements (the "Series 2026 Project") as provided in the Act; and

WHEREAS, in order to (i) finance the Series 2026 Project, (ii) fund any required deposits to a debt service reserve fund and (iii) pay costs associated with the issuance of the Series 2026 Bonds (hereinafter defined), the Authority has determined to issue its Lease Revenue Bonds, Series 2026, in the aggregate principal amount of $[_____] (the "Series 2026 Bonds"); and

[WHEREAS, the City is the owner of fee simple title or have a leasehold interest to the site[s] whereon the Series 2026 Project will be located (the "Project Site") and has agreed to lease such Project Site to the Authority pursuant to a Ground Lease Agreement dated as of [_____], 2026 (the "Series 2026 Ground Lease"); and]

WHEREAS, the Series 2026 Bonds will be authorized, issued and secured under a General Indenture of Trust dated April 1, 1999, (the "General Indenture") as previously amended and supplemented and as further supplemented by this Seventh Supplemental Indenture (the "Seventh Supplemental Indenture" and collectively with the General Indenture and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, pursuant to a Master Lease Agreement dated as of April 1, 1999 (the "Original Master Lease") as amended and supplemented by a Sixth Amendment to Master Lease Agreement dated as of [_____, 2026] (the "Sixth Amendment to Master Lease Agreement" and together with the Original Master Lease the "Master Lease") , between the Authority and the City, as lessee, has leased the Series 2026 Project from the Authority, as lessor, on an annually renewable basis; and

WHEREAS, under the provisions of a resolution adopted by the City Council of the City on October 1, 2026 (the "City Resolution"), the City has authorized and approved the execution of the Master Lease and the Series 2026 Ground Lease and has authorized and approved certain actions to be taken by the Authority in connection with the issuance of the Series 2026 Bonds, including the execution, delivery and performance of the Authority under the General Indenture and this Seventh Supplemental Indenture; and

WHEREAS, under the provisions of a resolution adopted on October 1, 2026 (the "Authority Resolution"), the Board of Trustees of the Authority (the "Governing Board") has authorized, approved and directed the execution of the Sixth Amendment to Master Lease Agreement, this Seventh Supplemental Indenture and the Security Documents (defined herein), and has authorized and approved certain actions to be taken by the Authority in connection with the issuance of the Series 2026 Bonds hereunder; and

WHEREAS, the execution and delivery of the Series 2026 Bonds, and this Seventh Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Authority and authenticated by the Trustee, the valid and binding legal obligations of the Authority and to make the General Indenture, as amended and supplemented by this Seventh Supplemental Indenture, a valid assignment and pledge of the amounts pledged to the payment of the principal of and premium, if any, and interest on the Series 2026 Bonds and a valid assignment of the rights of the Authority with respect to the Series 2026 Project under the Master Lease (except the rights of the Authority under Sections 6.3(d), 6.3(j), 13.3 and 14.5 of the Master Lease) have been done and performed.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

## SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This Seventh Supplemental Indenture is supplemental to and is adopted in accordance with and pursuant to Articles II and XI of the General Indenture.

Section 1.2 Uniform Definitions. Unless the context clearly requires otherwise and except as otherwise defined in Section 1.3 hereof, all terms used herein shall have the meanings set forth in Article I of the General Indenture and Article I of this Seventh Supplemental Indenture, and Article I of the Master Lease.

Section 1.3 Amended Definitions. The following definitions contained in Article I of the General Indenture are hereby amended to read as follows:

"Interest Payment Date" means with respect to the Series 2026 Bonds, each March 1 and September 1, commencing [_____].

Section 1.4 Additional Definitions. Defined terms used in the preambles to this Seventh Supplemental Indenture shall have the meanings given to such terms therein. In addition, for purposes of the General Indenture, this Seventh Supplemental Indenture and the Master Lease, the following terms shall, unless the context clearly requires otherwise, have the meanings as follows:

"Assignment of Ground Lease Agreement" means the agreement dated as of [_____], 2026, by and between the Authority and the Trustee.

["Bond Purchase Contract" means the Bond Purchase Contract dated [_____, 2026] by and between the Authority, the City and the Underwriter.]

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Debt Service Reserve Requirement" means, with respect to the Series 2026 Bonds, [$0].

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York.

"General Indenture" means the General Indenture of Trust dated April 1, 1999.

"Leasehold Deed of Trust" means the Supplement to Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of [_____], 2026 by and between the Authority and the Trustee, which supplements that Amended Leasehold Deed of Trust, Deed of Trust,

Assignment of Rents and Security Agreement between the Authority and Trustee dated April 1, 2013 .

"Original Issue Date" means with respect to the Series 2026 Bonds, [_____], 2026, the date

"Master Lease" means the Master Lease Agreement dated as of April 1, 1999, by and between the Authority and the City and a Sixth Amendment to Master Lease Agreement dated as of [_____, 2026].

"Original Master Lease" means the Master Lease Agreement dated April 1, 1999.

"Register" means the record of ownership of the Series 2026 Bonds maintained by the Bond Registrar.

"Security Documents" means collectively (i) the Leasehold Deed of Trust and (ii) the Assignment of Ground Lease Agreement.

"Series 2026 Bonds" means the Authority's Lease Revenue Bonds, Series 2026, issued in the aggregate principal amount of $[_____] herein authorized.

"Series 2026 Construction Account" means the account established within the Construction Fund used to pay the costs of construction of the Series 2026 Project.

"Series 2026 Cost of Issuance Account" means the account established in Section 3.3 herein.

"Series 2026 Ground Lease" means the Ground Lease Agreement, dated as of [_____], 2026 by and between the City and the Authority pursuant to which the City will lease the site on which the Series 2026 Project will be constructed.

"Series 2026 Project" means the acquisition and construction of a new police station, a new city hall building, and related improvements.

"Seventh Supplemental Indenture" means this Seventh Supplemental Indenture dated as of [_____], 2026, between the Authority and the Trustee.

"Underwriter" means [_____], as underwriter of the Series 2026 Bonds pursuant to a Bond Purchase Agreement dated [_____20__] by and between the Underwriter and the Authority.

## ARTICLE II

## ISSUANCE OF THE SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2026 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) pay the costs of the Series 2026 Project and (ii) pay costs of issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be limited to $[_____] in aggregate principal amount, shall be

issued in fully registered form, in Five Thousand Dollar ($5,000) denominations each or any integral multiple thereof, and shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2026 Bonds shall be designated as and shall be distinguished from the Bonds of all other series by the title, "Municipal Building Authority of the City of Hurricane, Utah Lease Revenue Bonds, Series 2026."

Section 2.2 Date, Maturity and Interest Rates. The Series 2026 Bonds shall be dated as of the Dated Date, and shall mature in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2026 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

| Maturity ([September 1]) | Principal Amount | Interest Rate |
|---|---|---|

The interest on Series 2026 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner of any Series 2026 Bonds on such Regular Record Date, and may be paid to the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on the Series 2026 Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed by certified mail on each Interest Payment Date to the Holder of each of the Series 2026 Bonds as the name and address of such Holder appears on the Record Date in the Register. Interest on the Series 2026 Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.3 Redemption.

(a) [Optional Redemption. The Series 2026 Bonds maturing on or prior to [_____], are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after [_____] are subject to redemption at the option of the Authority, in whole or in part, on any time on and after [_____], in such order of maturity as may be directed by the Authority at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption.]

(b) Extraordinary Redemption. The Series 2026 Bonds shall be callable for redemption prior to maturity in whole on any date, if (i) the Series 2026 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Series 2026 Project shall become apparent, or title to or the use of all or any material portion of the Series 2026 Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the Series 2026 Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of the Series 2026 Project by depositing such Net Proceeds into the Bond Fund, as provided in Section 10.2 of the Master Lease. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the City with respect to the Series 2026 Project under the Master Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to the Series 2026 Project, and possession of the Series 2026 Project, as well as all right, title and interest of the City and the Authority in any funds or accounts created under the Indenture with respect to the Series 2026 Project shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Security Documents applicable to the Series 2026 Project may, subject to the limitations of Article IX of the General Indenture, be foreclosed and the Authority's interest in the Series 2026 Project liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the

Series 2026 Project (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed outstanding), shall be applied to the redemption of the Series 2026 Bonds at the earliest date practicable, as specified in a written notice from the Authority to the Trustee. Any such redemption of the Series 2026 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date. IN THE EVENT THE SERIES 2026 BONDS ARE TO BE REDEEMED PURSUANT TO THE PROVISIONS OF THIS PARAGRAPH (B), BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY, OR THE TRUSTEE WITH RESPECT TO SAID SERIES 2026 BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of the Series 2026 Bonds, the Trustee is authorized and directed to transfer said moneys to the City.

Section 2.4 Execution of Bonds. The Chair/President or Vice President is hereby authorized to execute by facsimile or manual signature the Series 2026 Bonds and the Secretary-Treasurer to countersign by facsimile or manual signature the Series 2026 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2026 Bonds a facsimile of the official seal of the Authority, and the Trustee shall manually authenticate the Series 2026 Bonds.

Section 2.5 Delivery of Bonds. Upon the execution and delivery of this Seventh Supplemental Indenture, the Authority shall execute and deliver to the Trustee and the Trustee shall authenticate the Series 2026 Bonds deliver the Series 2026 Bonds to the Underwriter thereof as directed by the Authority.

The Series 2026 Bonds issued pursuant to this Seventh Supplemental Indenture shall be equally and ratably secured under the Indenture with all other series of Additional Bonds and Refunding Bonds, if any, issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Section 2.6 Limited Obligation. The Series 2026 Bonds, together with interest thereon, shall be special, limited obligations of the Authority as described in the General Indenture.

Section 2.7 Series 2026 Bonds to Remain Tax-Exempt. The Authority covenants and agrees to and for the benefit of the Bondholders that the Authority (i) will not take any action that would cause interest on the Series 2026 Bonds to become includible in gross income for purposes of federal or state income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2026 Bonds to become includible in gross income for purposes of federal or state income taxation, and (iii) will comply with any other requirements of federal and state tax law applicable to the Series 2026 Bonds in order to preserve the exclusion from gross income, for purposes of federal income taxation, of interest on the Series 2026 Bonds.

Section 2.8 Record of Payment. In the event of a redemption, acceleration, or any other similar transaction necessitating a reduction in aggregate principal amount of any of the Series

2026 Bonds outstanding, a Bondholder shall make an appropriate notation on the Series 2026 Bonds certificate indicating the date and amounts of such reduction in principal, except in the case of final maturity in which case the certificate must be presented to the Paying Agent (or as otherwise provided herein) prior to payment. In the case of a discrepancy between the record of payments on the Series 2026 Bonds and the Bond Registrar's records, the Bond Registrar's records shall govern.

Section 2.9 Book-Entry Only System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9, the Registered Owner of all Series 2026 Bonds shall be, and the Series 2026 Bonds shall be registered in the name of, Cede and Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(iii) of this Section 2.9, ("DTC"). Payment of interest for any Series 2026 Bond, as applicable, shall be made in accordance with the provisions of this Indenture to the account of Cede on the Interest Payment Date for the Series 2026 Bonds at the address indicated for Cede in the registry books of the Trustee.

(b) The Series 2026 Bonds shall be initially issued in the form of a separate 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 registry books of the Authority kept by the Trustee, in the name of Cede, as nominee of DTC. With respect to Series 2026 Bonds so registered in the name of Cede, the Authority, the Trustee 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 Authority, the Trustee 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 of 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. Except as provided herein or in the General Indenture, the Authority, the Trustee and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2026 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Series 2026 Bond, (2) giving notices of redemption and other matters with respect to such Series 2026 Bonds and (3) registering transfers with respect to such Series 2026 Bonds. 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 Authority'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 2.9, no person other than DTC shall receive a Series 2026 Bond evidencing the obligation of the Authority to make payments of principal or redemption price of, and interest on, any such Series 2026 Bond pursuant to this Indenture. Upon delivery by DTC to the Trustee 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 Indenture, the word "Cede" in this Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this 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 Authority, the Trustee 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 Authority, in its sole discretion and without the consent of any other person, may, by notice to the Trustee, terminate the services of DTC with respect to the Series 2026 Bonds if the Authority 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 Authority; and the Authority shall, by notice to the Trustee, terminate the services of DTC with respect to the Series 2026 Bonds upon receipt by the Authority, the Trustee, 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: (1) DTC is unable to discharge its responsibilities with respect to the Series 2026 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2026 Bonds be registered in the registration books kept by the Trustee 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)(2) 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)(1) hereof the Authority may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Authority, 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 Trustee in the name of Cede, as nominee of DTC. In such event, the Authority shall execute and the Trustee shall authenticate 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 Owner Interest in the Series 2026 Bonds.

(iv) Notwithstanding any other provision of this 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 as provided in the hereinafter defined Representation Letter of the Authority addressed to DTC and in DTC's operational arrangements.

(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 the Indenture by the Authority or the Trustee with respect to any consent or other action to be taken by such Owners, the Authority 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.

(vi) A blanket Representation Letter (the "Representation Letter") has been executed and delivered by the Authority. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.9 hereof or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Series 2026 Bonds other than the registered owners of the Series 2026 Bonds, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the Authority and the Trustee in the Representation Letter or any other comparable agreement with a securities depository with respect to the Trustee and in DTC's operational arrangements shall at all times be complied with.

## ARTICLE III

## FUNDS AND ACCOUNTS

Section 3.1 Creation of Accounts. There is hereby established with the Trustee a Series 2026 Bond Account within the Bond Fund, a Series 2026 Cost of Issuance Account within the Cost of Issuance Fund, and a Series 2026 Construction Account within the Construction Fund.

Section 3.2 Disbursement of Series 2026 Bond Proceeds. The Authority shall deposit with the Trustee the proceeds from the sale of the Series 2026 Bonds in the amount of $[_____], (being the par amount of the Series 2026 Bonds, plus a net reoffering premium of $[_____], and less an Underwriter's discount of $[_____]), and the Trustee shall transfer and deposit such amounts as follow:

(a) An amount equal to $[_____] shall be deposited into the Series 2026 Construction Account within the Construction Fund; and

(b) The remaining amount into the Series 2026 Cost of Issuance Account within the Construction Fund held by the Trustee to be used to pay costs of issuance of the Series 2026 Bonds.

Section 3.3 Costs of Issuance Account; Payment of Costs of Issuing Series 2026 Bonds. An amount equal to $[_____] of the proceeds of the Series 2026 Bonds shall be deposited into the Series 2026 Cost of Issuance Account. At or about the time of the issuance of the Series 2026 Bonds, the Trustee shall apply the amounts on deposit in the Series 2026 Cost of Issuance Account to pay costs of issuing the Series 2026 Bonds, as instructed in the Cost of Issuance Disbursement in substantially the form of Exhibit B attached hereto to be signed by the Chair/President or Vice President of the Authority. Any amounts remaining in the Series 2026 Cost of Issuance Account 90 days after the delivery of the Series 2026 Bonds shall be transferred to the Series 2026 Construction Account of the Construction Fund and applied to the uses therein authorized.

Section 3.4 [Debt Service Reserve Requirement. The Debt Service Reserve Requirement with respect to the Series 2026 Bonds shall be [$0].]

Section 3.5 Deposit to and Use of Series 2026 Construction Account of Construction Fund. The balance of the proceeds of the Series 2026 Bonds remaining after depositing $[_____] to the Series 2026 Cost of Issuance Account for payment of certain costs of issuance of the Series 2026 Bonds as contemplated by Section 3.3 of this Seventh Supplemental Indenture, shall be deposited into the Series 2026 Construction Account in the Construction Fund. The amount on deposit in the Series 2026 Construction Account of the Construction Fund shall be disbursed by the Trustee for the purpose for which the Series 2026 Bonds were issued (including any capitalized interest thereon) in accordance with the provisions of the Master Lease and the Indenture. Upon completion of the Series 2026 Project, as evidenced by delivery of a completion certificate, amounts remaining on deposit in the Series 2026 Construction Account of the Construction Fund shall be applied to the redemption of Series 2026 Bonds as soon as practicable.

No amounts shall be disbursed from the Series 2026 Construction Account of the Construction Fund for payment of Contractors with respect to the Series 2026 Project until the applicable requirements of the Master Lease and the Indenture have been met and reasonable evidence of the same (including the insurance requirements in Article VII and Article IX of the Master Lease) has been delivered to the Trustee.

## ARTICLE IV

## CONFIRMATION OF GENERAL INDENTURE

Section 4.1 Confirmation of General Indenture. As modified and supplemented by this Seventh Supplemental Indenture, the General Indenture is in all things and respects hereby ratified and confirmed. The provisions of the General Indenture shall apply to this Seventh Supplemental Indenture to the extent that such provisions have not been deleted or modified by or are not inconsistent with the specific provisions of this Seventh Supplemental Indenture.

## ARTICLE V

## MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2026 Bonds. The sale of the Series 2026 Bonds to the Underwriter at a price of $[_____] is hereby ratified, confirmed and approved.

Section 5.2 Illegal, etc. Provisions Disregarded. In case any provision in this Seventh Supplemental Indenture shall for any reason be held invalid, illegal, or unenforceable in any respect, this Seventh Supplemental Indenture shall be construed as if such provision had never been contained herein.

Section 5.3 Applicable Law. This Seventh Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of Utah.

Section 5.4 Headings for Convenience Only. The descriptive headings in this Seventh Supplemental Indenture are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 5.5 Counterparts. This Seventh Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when so executed and delivered, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be executed in its corporate name with its corporate seal hereunto affixed all by its duly authorized officers, as of the date first above written.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF HURRICANE, UTAH

By: _____
Chair/President

(SEAL)

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____

Title: _____

EXHIBIT A

FORM OF SERIES 2026 BONDS

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF UTAH
MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH
LEASE REVENUE BOND, SERIES 2026

REGISTERED REGISTERED

NUMBER R-1 $_____

| Interest Rate | Maturity Date | Original Issue Date | CUSIP |
|---|---|---|---|
| | _____ | _____ | |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____AND NO/100 DOLLARS****

The Municipal Building Authority of the City of Hurricane, Utah, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), performing essential governmental functions on behalf of the City of Hurricane, Utah, a body corporate and politic of the State of Utah (the "City") for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the Registered Owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above, and in like manner to pay interest on said amount at the Interest Rate specified above (calculated on the basis of a 360-day year consisting of twelve 30-day months), payable on [_____] and [_____] of each year (each an "Interest Payment Date") commencing [_____], except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto. The principal amount of this Bond shall be reduced by the payment of principal thereof on the dates and amounts indicated on such Record of Principal Payments without the surrender of the Bond to the Paying Agent. Interest on this Bond shall be payable by wire transfer to an account located in the United States or check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in

writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when wired or mailed by certified mail. Both principal and interest shall be payable in lawful money of the United States of America designated by the Registered Owner in written instructions furnished to the Trustee.

The Series 2026 Bonds (hereinafter defined) are dated as of the Original Issue Date shown above. Interest on the Series 2026 Bonds authenticated prior to the first Interest Payment Date shall accrue from and including the Original Issue Date. Interest on the Series 2026 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, from that date.

This Bond is one of an authorized issue of Lease Revenue Bonds, Series 2026, of the Authority limited in aggregate principal amount to $[_____] (the "Series 2026 Bonds") issued to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (the "Series 2026 Project"), (b) fund any required deposits to a debt service reserve fund and (c) pay costs associated with the issuance of the Series 2026 Bonds. The Series 2026 Project has been leased by the Authority to the City under the terms of a Sixth Amendment to Master Lease Agreement dated as of [_____], 2026 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Master Lease"). The obligation of the City to make lease payments under the Master Lease is subject to the annual renewal of the Master Lease and to the right of the City to terminate its payment obligations with respect to the Series 2026 Project under the Master Lease in the event that the City fails to appropriate moneys to pay such rentals. In the event that the City's payment obligations under the Master Lease shall be terminated by reason of a failure to appropriate (referred to herein as "Event of Nonappropriation") or by reason of an Event of Default (as defined in the Master Lease), the principal amount of this Series 2026 Bond and interest hereon will be payable from such moneys, if any, as may be available under the Indenture for such purpose, including any moneys received by the Trustee from a liquidation or other disposition of the Authority's interest in the Series 2026 Project including a foreclosure of the lien of the Indenture (hereinafter defined) and the Security Documents (as defined in the Indenture), subject to the limitations contained in the Indenture. Under certain circumstances, this Series 2026 Bond and the interest hereon may also be payable from Net Proceeds (as defined in the Master Lease) of insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Series 2026 Project.

The Series 2026 Bonds are issued pursuant to the authority contained in the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the "Act"), and under and are equally and ratably secured by and entitled to the protection of a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture") and a Seventh Supplemental Indenture Of Trust dated as of [_____], 2026 (the "Seventh Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the Authority and the Trustee, duly executed and delivered by the Authority to the Trustee and pursuant to which the Base Rentals (as defined in the Master Lease) payable by the City, under the Master Lease and, if paid by the City, the Purchase Option Price (as defined in the Master Lease), are assigned to the Trustee to secure the payment of principal of, premium, if any, and interest on the Series 2026 Bonds. Additionally, the Authority has granted a security interest in the

Series 2026 Project, pursuant to certain Security Documents to the Trustee to further secure its obligations under the Indenture.

The Indenture provides that, upon the conditions and restrictions therein, the Authority may hereafter issue Refunding Bonds or Additional Bonds (each as defined in the Indenture) from time to time to finance or refinance the costs of the Series 2026 Project or other facilities and improvements under certain terms and conditions contained in the Indenture and in the Master Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank pari passu with the Series 2026 Bonds then Outstanding (as defined in the Indenture) and be equally and ratably secured and entitled to the protection of the Indenture and the Security Documents (the Series 2026 Bonds, the Refunding Bonds and the Additional Bonds are collectively referred to herein as the "Bonds"). Reference is hereby made to the Master Lease, the Security Documents and the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Authority, the Trustee and the holders of the Series 2026 Bonds, the issuance of Refunding Bonds or Additional Bonds, the terms upon which the Series 2026 Bonds are issued and secured, the terms and conditions upon which the Series 2026 Bonds will be deemed to have been paid, at or prior to maturity or redemption of the Series 2026 Bonds, and the rights of the holders of the Series 2026 Bonds upon the occurrence of an Event of Default or an Event of Nonappropriation.

The Series 2026 Bonds and the interest thereon constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2026 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Trustee, the Net Proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Authority's interest in the Series 2026 Project subsequent to foreclosure of the lien of the Indenture and the Security Documents, the Series 2026 Bonds and the interest thereon are payable solely from Base Rentals, and, if paid, the Purchase Option Price paid by the City under the Master Lease. Payments under the Master Lease may be made only from City Funds (as defined in the Master Lease) which are legally available for such purpose.

Neither the Master Lease, the Series 2026 Bonds, nor the interest thereon shall constitute or give rise to a general obligation indebtedness of the City, or a charge against the City or its general credit or the taxing power of the City. Neither the City nor the Authority on its behalf, has pledged the credit of the City to the payment of the Series 2026 Bonds, the interest thereon or amounts due or to become due under the Master Lease. The Authority has no taxing power.

THE CITY IS NOT OBLIGATED TO APPROPRIATE CITY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE PURCHASE OPTION PRICE UNDER THE MASTER LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE CITY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2026 BONDS. THE MASTER LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE CITY'S PAYMENT OBLIGATIONS UNDER THE MASTER LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF DEFAULT. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE MASTER LEASE WILL TERMINATE AND THE SERIES 2026 BONDS AND THE INTEREST THEREON WILL BE PAYABLE SOLELY FROM AND TO

THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE TRUSTEE UNDER THE INDENTURE AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE AUTHORITY'S INTEREST IN THE SERIES 2026 PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE INDENTURE AND THE SECURITY DOCUMENTS, SUBJECT TO THE LIMITATIONS SET FORTH IN THE INDENTURE. A BONDHOLDER SHOULD NOT ANTICIPATE THAT IT WILL BE POSSIBLE TO FORECLOSE THE AUTHORITY'S INTEREST IN THE SERIES 2026 PROJECT AND LIQUIDATE, RELET OR SELL SUCH INTEREST AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT FOR AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2026 BONDS THEN OUTSTANDING PLUS ACCRUED INTEREST THEREON.

No deficiency judgment upon foreclosure may be entered against the City or the Authority and no breach of any provision of the Master Lease, the Security Documents, the Series 2026 Bonds or the Indenture shall impose any general obligation or liability upon or a charge against the City, the Authority, or the general credit or taxing powers of the City.

This Series 2026 Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Trustee in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2026 Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Authority, the Paying Agent and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Series 2026 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes and the Authority, the Paying Agent and the Trustee shall not be affected by any notice to the contrary.

The Series 2026 Bonds are subject to redemption prior to maturity at the times, upon the occurrence of the events and with notice all as found in the Indenture.

In the event of a redemption, acceleration, or any other similar transaction necessitating a reduction in aggregate principal amount of the Series 2026 Bonds, including any mandatory sinking fund redemption, a Bondholder shall make an appropriate notation on the Series 2026 Bonds certificate indicating the date and amounts of such reduction in principal, except in the case of final maturity in which case the certificate must be presented to the Paying Agent prior to payment. In the case of a discrepancy between the record of payments on the Series 2026 Bonds and the Bond Registrar's records, the Bond Registrar's records shall govern.

The Registered Owner of this Series 2026 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Master Lease or any Event of Default under the Indenture or the Security Documents, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2026 Bonds at any time by the Authority with the consent of the City (if an Event of Default does not then exist under the Master Lease) and the Registered Owners of not less than 66 2/3% in aggregate principal amount of the Series 2026 Bonds at the time Outstanding. The Indenture also permits waiver of compliance by the Authority with any terms of the Indenture with the consent of the City (if an Event of Default does not then exist under the Master Lease) and the Registered Owners of not less than 66 2/3% in aggregate principal amount of the Series 2026 Bonds at the time Outstanding. Any such consent or waiver by the Registered Owner of this Series 2026 Bond shall be conclusive and binding upon such Owner and upon all future holders of this Series 2026 Bond and of any Bond issued upon the transfer or exchange of this Series 2026 Bond whether or not notation of such consent or waiver is made upon this Series 2026 Bond. The Indenture also contains provisions permitting the Trustee to waive certain Events of Default under the Indenture and their consequences. The Indenture requires the written consent of the Trustee to any waiver or amendment of any provision of the Indenture or any supplemental indenture which modifies the rights, duties or immunities of the Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 2026 Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Series 2026 Bond and the issue of which it forms a part, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation. As required by the Act, the City has by resolution authorized the Authority to issue the Series 2026 Bonds and to execute and deliver the Master Lease, the Security Documents and the Indenture.

This Series 2026 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Authority has caused this Series 2026 Bond to be executed in its name by the facsimile or manual signature of its Chair/President and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary-Treasurer, and said officials do by the execution hereof adopt as and for the respective proper signatures their respective facsimile or manual signatures appearing hereon.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF HURRICANE, UTAH

(SEAL)

By: _____
Chair/President

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2026 Bonds of the issue described in the within- mentioned Seventh Supplemental Indenture of Trust.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

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

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature _____

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

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).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
7860 South Bingham Junction Blvd.
Midvale, Utah 84047

Pursuant to Section 3.3 of the Seventh Supplemental Indenture of Trust dated as of [_____], 2026, you are hereby authorized to pay the following costs of issuance from the Series 2026 Costs of Issuance Account:

[See Attached Schedule]

MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

By: _____
Chair/President

COSTS OF ISSUANCE

| Payee | Purpose | Amount |
|---|---|---|

WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 W. South Temple, Suite 1400
Salt Lake City, Utah 84101

Tax Parcel ID[s]:
[_____]
[_____]

# GROUND LEASE AGREEMENT

Dated as of [_____], 2026

between

MUNICIPAL BUILDING AUTHORITY
OF HURRICANE CITY, UTAH, AS LESSEE

A Nonprofit Corporation Organized Under the Laws
of the State of Utah

and

THE CITY OF HURRICANE, AS LESSOR

A Body Corporate and Politic
of the State of Utah

THIS GROUND LEASE AGREEMENT (the "Ground Lease") dated as of [_____], 2026, entered into by and between the MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH (the "Authority"), as lessee hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a certain General Indenture of Trust of even date herewith, and HURRICANE CITY, UTAH (the "City"), as lessor hereunder, a body corporate and politic duly existing under the laws of the State of Utah;

WITNESSETH:

WHEREAS, the City is the owner in fee simple [or has a leasehold interest in the real property described in the attached Exhibit A (the "Property"); and

WHEREAS, at the request of the City, the Authority desires to issue its Lease Revenue Bonds, Series 2026, in the aggregate principal amount of [$_____] (the "Series 2026 Bonds") for the purpose of (a) financing the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"), [(b) funding any required deposits to a debt service reserve fund,] and (c) paying costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the Authority desires to lease, as ground lessee, from the City, the Property upon which the Series 2026 Project will be located; and

WHEREAS, the City desires to lease the Property, as ground lessor, to the Authority under the terms and provisions set forth in this Ground Lease; and

WHEREAS, under the provisions of a resolution dated October 1, 2026, the City has authorized and approved (i) the execution of this Ground Lease, (ii) a Sixth Amendment to Master Lease Agreement dated as of [_____], 2026 (the "Sixth Amendment to Master Lease "), supplementing the Master Lease Agreement dated as of April 1, 1999 (collectively, the "Master Lease"), between the City and the Authority, wherein the Authority will lease to the City the Series 2026 Project and (iii) certain actions to be taken by the Authority in connection with the financing of the Series 2026 Project, including the issuance by the Authority of the Series 2026 Bonds under a General Indenture of Trust dated as of April 1, 1999, as heretofore supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of [_____], 2026 (collectively, the "Indenture"), each between the Authority and Zions Bancorporation, National Association, as trustee (the "Trustee"); and

WHEREAS, pursuant to the provisions of a resolution dated October 1, 2026, the Authority has authorized, approved and directed the execution of this Ground Lease, has authorized and approved the execution of the Sixth Amendment to Master Lease, the Seventh Supplemental Indenture and the other Security Documents (as defined in the Indenture) and has authorized, approved and directed certain actions to be taken by the Authority in connection with the financing of the Series 2026 Project, including the issuance of the Series 2026 Bonds;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS

Terms defined in the above recitals shall have the same meaning when used herein. Unless the context otherwise requires or unless otherwise specified herein, all terms defined in Article I of the General Indenture, Article I of the Seventh Supplemental Indenture, Article I of the Master Lease, and Article I of the Sixth Amendment to Master Lease shall have the same meaning where used in this Ground Lease. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for purposes of this Ground Lease, have the meaning herein specified.

"Event of Default" means one or more events of default as defined in Section 12.1 of this Ground Lease.

"Ground Lease Term" means the duration of the leasehold estate created in the Property as provided in Article IV of this Ground Lease.

"Property" has the meaning ascribed thereto in the recitals to this Ground Lease.

"Rentals" means the rental payments payable by the Authority hereunder.

"State" means the State of Utah.

## ARTICLE II

## REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Authority and the Trustee as follows:

(a) The City is a duly existing political subdivision and body corporate and politic within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Ground Lease.

(b) The City warrants that it holds the fee simple interest in the Property and that all the Property is free from any encumbrances other than Permitted Encumbrances.

Section 2.2 Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants for the benefit of the City and the Trustee as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing in the State of Utah and is duly qualified to transact business in the State of Utah, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into this Ground Lease and has duly authorized and approved the execution and delivery of this Ground Lease by proper corporate action.

(b) The Authority will take no action or fail to take any action, which action or failure to act would constitute a default under the Master Lease or this Ground Lease.

## ARTICLE III

## DEMISING CLAUSE

The City hereby demises and leases the Property to the Authority and the Authority leases the Property from the City, subject only to Permitted Encumbrances, in accordance with the provisions of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein.

## ARTICLE IV

## GROUND LEASE TERM

Section 4.1 Commencement of Ground Lease Term. The Ground Lease Term shall commence as of the date of issuance of the Series 2026 Bonds, and shall terminate on [_____], unless sooner terminated in accordance with the provisions of Section 4.2 hereof.

Section 4.2 Section 4.2 Termination of Ground Lease Term. The Ground Lease Term shall terminate upon the first to occur of any of the following events:

(a) The expiration of the Ground Lease Term as provided in Section 4.1 hereof; or

(b) The conveyance of the Series 2026 Project to the City under the provisions of Section 12.1 of the Master Lease.

Section 4.3 Option to Renew Ground Lease. Notwithstanding anything contained elsewhere herein to the contrary, in the event the capital actually invested (as defined in the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated, 1953 as amended) by the Authority in improvements constructed upon the Property has not been fully repaid by the City at the expiration of the term of this Ground Lease, or upon an Event of Nonappropriation or Event of Default as described in Sections 6.6 and 14.1 respectively of the Master Lease, the Ground Lease shall automatically be renewed on the same terms and conditions as set forth herein, for an additional term sufficient to repay said capital, which term, when added to the number of years for which this Ground Lease has theretofore been in effect, shall not exceed [twenty five (25)] years.

## ARTICLE V

## ENJOYMENT OF PROPERTY

Subject to the provisions of the Master Lease, the City hereby covenants to provide the Authority during the Ground Lease Term with quiet use and enjoyment of the Property and the Authority shall during the Ground Lease Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the City, except as expressly set forth herein. The City shall not interfere with such quiet use and enjoyment during the Ground Lease Term so long

as no Event of Default shall have occurred. The City shall at the request of the Authority join in any legal action in which the Authority asserts its right to such possession and enjoyment, to the extent that the City may lawfully do so. In addition, the Authority may at its own expense join in any legal action affecting its possession and enjoyment of the Property and shall be joined in any action affecting its liabilities hereunder.

The City shall have the right at all reasonable times during business hours to enter into and upon the Property for the purpose of inspecting the same.

## ARTICLE VI

## PAYMENTS BY THE AUTHORITY

The Authority shall pay Rental Payments to the City in the sum of twenty five Dollars ($25.00) (being one dollar ($1) per year for a maximum of (25 years), which amount represents the total Rental Payments due hereunder during the Ground Lease Term (including all renewal option periods). The parties hereto hereby acknowledge that said Rental Payments have been paid in full on the date hereof in lawful money of the United States of America at the principal office of the Board of Trustees of the City. The City and the Authority hereby determine and agree that the Rental Payments payable hereunder during the Ground Lease Term, together with other good and valuable consideration received by the City under and pursuant to the Master Lease, represent reasonable rental for the use of the Property. In making such determination, the City and the Authority have given consideration to the current value of the Property, the execution by the City and the Authority of the Master Lease and the rentals payable thereunder, the financing by the Authority of the Series 2026 Project, the uses and purposes for which the Series 2026 Project will be employed by the City, the benefit to the citizens of the City by reason of the improvement of the Series 2026 Project and the use and occupancy of such facilities pursuant to the terms and provisions of the Master Lease.

## ARTICLE VII

## NONSUBORDINATION OF THE CITY'S INTEREST

The Authority intends to finance the Series 2026 Project by the issuance of the Series 2026 Bonds in accordance with the provisions of the Master Lease and Indenture; however, it is understood and agreed that only the Authority's leasehold interest in the Property will be used as security for the payment of the principal, premium, if any, and interest on such Series 2026 Bonds. Consequently, it is understood and agreed by and between the City and the Authority that the City has not subordinated, and shall not be required to subordinate, its interest in and to the Property to secure such financing. However, it is hereby acknowledged that improvements constructed on the Property, including but not limited to the Series 2026 Project, will or may be used as security for the Series 2026 Bonds. In addition, it is understood that the Authority intends to assign its interest, as lessee, in and to this Ground Lease to the Trustee to secure the Series 2026 Bonds. The City hereby consents to such assignment.

## ARTICLE VIII

## TITLE; LIMITATIONS ON ENCUMBRANCES

Section 8.1 Title to the Property and the Series 2026 Project. Subject to the leasehold interest created hereby, title to the Property shall at all times be held in the name of the City. Except personal property purchased by the City at its own expense, title to the Series 2026 Project and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Authority. The City shall have no right, title or interest in the Series 2026 Project or any additions and modifications thereto or replacements thereof, except its reversionary rights by law as lessor and except as expressly set forth herein and in the Master Lease. On termination of this Ground Lease, the City shall become the title owner of all improvements affixed to the Property, including the Series 2026 Project. The Authority agrees to execute such documents on termination of this Ground Lease as are required to convey said improvements to the City as herein provided.

Section 8.2 No Encumbrance, Mortgage or Pledge. Neither the Authority nor the City shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except for Permitted Encumbrances as defined in the Master Lease.

Section 8.3 Encumbrance of Leasehold Interest. The Authority may encumber by mortgage or deed of trust, and may convey, assign or sublease, its leasehold interest and estate in the Property, alone or together with its interests in the Series 2026 Project as a whole, for the benefit of the holders of the Series 2026 Bonds. The execution of any such mortgage, deed of trust, assignment or other instrument or the foreclosure thereof or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage, deed of trust, assignment or conveyance by the Authority for the benefit of the holders of the Series 2026 Bonds, or the exercising of any right, power or privilege set forth therein, shall not be held as a violation of any of the terms or conditions hereof. The assignee or grantee of any conveyance or assignment of the Authority may, at its option, at any time before the rights of the Authority have been terminated as provided herein, pay any of the Rentals due hereunder or pay any taxes and assessments, or do any other act or thing required of the Authority by the terms hereof, or do any act or thing which may be necessary or proper to be done in the observance of the covenants and conditions thereof, or to prevent the termination hereof; all payments so made, and all things so done and performed by such party or entity shall be effective to prevent a forfeiture of the rights of the Authority hereunder as the same would have been if done and performed by said Authority.

## ARTICLE IX

## MAINTENANCE, TAXES AND OTHER CHARGES

Section 9.1 Maintenance of the Property by the Authority. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease, the Authority agrees that at all times during the Ground Lease Term the Authority will maintain, preserve and keep the Property or cause the Property to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that the Authority will from time to time make or cause to be made all necessary and proper repairs, replacements

and renewals with respect to the Property, so that it will continue to be suitable for use as contemplated by the Master Lease.

Section 9.2 Other Governmental Charges and Utility Charges. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease and in the event that the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Property, the Authority shall pay an amount equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Authority shall be obligated to pay such amounts only for such installments as are required to be paid during the Ground Lease Term. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease, the Authority shall also pay as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property.

The Authority may, at the expense and in the name of the Authority, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. In the event that the Authority shall fail to pay any of the foregoing items required by this Section 9.2 to be paid by the Authority, the City may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at the rate of ten percent (10%) per annum, the Authority agrees to pay.

## ARTICLE X

## CONDEMNATION; DESTRUCTION

If during the Ground Lease Term, title to, or the temporary or permanent use of the Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Authority and the City shall cooperate in the collection and disposition of the proceeds of condemnation such that the net proceeds of such condemnation allocable to the Property and to the Authority's leasehold interest in the Property created hereunder shall be deposited and utilized by the Trustee in accordance with the provisions of the Master Lease and the Indenture and the net proceeds of such condemnation allocable solely to the City's reversionary interest in the Property will be payable to the City. Except as otherwise provided in the Master Lease, if during the Ground Lease Term, the Series 2026 Project or any material portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty, the Net Proceeds of any insurance policy shall be deposited and utilized by the Trustee in accordance with the provisions of the Master Lease and the Indenture.

## ARTICLE XI

## DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 11.1 Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for carrying out the intention hereof.

Section 11.2 City and Authority Representatives. Whenever under the provisions hereof the approval of the City or the Authority is required, or the City or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the City by the City Representative and for the Authority by the Authority Representative, and any party hereto and the Trustee shall be authorized to act on any such approval or request.

Section 11.3 Requirements of Law. During the Ground Lease Term, the City and the Authority shall observe and comply promptly with all laws, ordinances, orders, rules and regulations of the federal, state, county and city governments and of all courts or other governmental authorities having jurisdiction over the Series 2026 Project or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Series 2026 Project, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Series 2026 Project or any portion thereof, whether the same are in force at the commencement of the Ground Lease Term or may in the future be passed, enacted or directed.

## ARTICLE XII

## EVENTS OF DEFAULT AND REMEDIES

Section 12.1 Events of Default Defined. The following shall be an "Event of Default" under this Ground Lease: failure by the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority and the Trustee by the City, unless the City shall agree in writing to an extension of time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the City shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the Authority or the Trustee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section are subject to the following limitations: if, by reason of force majeure, the Authority shall be unable in whole or in part to carry out any agreement on its part herein contained, the Authority shall not be deemed in default during the continuance of such inability. The Authority agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Authority from carrying out its agreement; provided, however, that the settlement of strikes, lockout and other industrial disturbances shall be entirely

within the discretion of the Authority, and the Authority shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Authority unfavorable to the Authority. A copy of any notice required by this Section shall also be provided to the Trustee.

Section 12.2 Remedies on Default. Whenever any Event of Default referred to in Section 12.1 of this Ground Lease shall have happened and be continuing, the City, shall have the right, at its option without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Ground Lease.

Section 12.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive, 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. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

Section 12.4 Agreement to Pay Attorney's Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorney's fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the City under this Section 12.4 shall be subject to the availability of City Funds and the obligation of the Authority shall be subject to the legal availability of such funds.

Section 12.5 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 12.6 No Termination of Ground Lease Term. Notwithstanding the remedies provided above, the Ground Lease Term of this Ground Lease may not be terminated prior to the end of the Ground Lease Term described in Article IV hereof by reason of an Event of Default hereunder.

## ARTICLE XIII

## INSURANCE, INDEMNIFICATION AND ENVIRONMENTAL MATTERS

Section 13.1 Insurance. The Authority hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as set forth in Article IX of the Master Lease with respect to the Series 2026 Project.

Section 13.2 Public Liability Insurance. Unless the City is otherwise required to carry the insurance required by Section 9.5 of the Master Lease, the Authority agrees to carry, or cause to be carried public liability insurance with one or more reputable insurance companies in minimum amounts of the limits on governmental liability established by Title 63G, Chapter 7, Utah Code Annotated 1953, as amended. In the event that such limits on governmental liability are increased, the amounts required by this Section 13.2 shall be deemed to be increased to such higher amounts. The insurance required by this Section may be by blanket insurance policy or policies or self-insurance. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority, the City, and the Trustee or absent.

Section 13.3 Workers' Compensation Coverage. Unless the City is otherwise required to carry such insurance pursuant to the Master Lease, at all times from the date hereof until the end of the Master Lease Term, the Authority shall maintain, or cause to be maintained, workers' compensation coverage with respect to officers, agents and employees of the Authority working in, on or about the Series 2026 Project, including coverage for occupational diseases.

Section 13.4 Indemnification Covenants. To the extent of the net proceeds of the insurance coverage of the Authority, the Authority shall and hereby agrees to indemnify and save the City harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Series 2026 Project during the Lease Term from: (i) any condition of the Series 2026 Project and (ii) any act or negligence of the Authority or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. To the extent of available moneys as set forth above, or in the event the Authority is self-insured, or the insurance coverage has a deductible amount, then from moneys to be appropriated under budget proceedings for future years, if such appropriations are then made, the Authority shall indemnify and save the City harmless, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the City, shall defend it in any action or proceeding.

In exchange for the Authority's agreement to indemnify the City as provided in this Section, the City hereby agrees to assert any cause of action that it might individually have against any third parties for the benefit of the Authority. Furthermore, in no event will the City voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Series 2026 Project without the written consent of the Authority.

Section 13.5 Environmental Matters. The City hereby makes the following covenants, warranties, representations and promises with respect to the Property for the benefit of the Authority, the Trustee and the owner of the Bonds:

(a) The City will comply with any and all applicable federal, State, and local laws, rules, regulations or orders with respect to the discharge and remediations of any hazardous or toxic wastes, and shall pay, to the extent permitted by law and solely from and to the extent of City Funds (as defined in the Master Lease) at its sole cost and expense when due, the cost of any future reasonable and appropriate remediations of any such wastes, and shall take appropriate steps to keep the Property free of any lien imposed pursuant to such laws, rules, regulations or orders.

(b) In the event that the Environmental Protection Agency, any agency of the State, or any other federal, State or local governmental agency should rightfully initiate any action for the remediation of any "hazardous substance," as that term is defined in Title 42 of the United States Code, Section 960 1(14), from the Property, the City hereby agrees, to the extent permitted by law and solely from and to the extent of City Funds, to indemnify and hold harmless the Authority, the Trustee and the owners of the Bonds from any liability, costs and expenses, including reasonable attorney's fees, incurred in such action.

(c) To the best knowledge of the City and after reasonable investigation, the Property does not contain any hazardous or toxic substances, wastes or materials as defined in any applicable federal, State or local laws or regulations.

## ARTICLE XIV

## MISCELLANEOUS

Section 14.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, Municipal Building Authority of the City of Hurricane, Utah, 147 North 870 West, Hurricane, Utah 84737, Attention: Chair/President; if to the City, 147 North 870 West, Hurricane, Utah 84737, Attention: Mayor; and if to the Trustee, as provided in the Master Lease. The Authority, the City and the Trustee, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.2 Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 14.3 Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.4 Amendments, Changes and Modifications. (a) Except as provided in subsection (b) below, subsequent to the issuance of the Series 2026 Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Ground Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of Trustee.

(b) Other real property (the "Substitute Property") may be substituted for the real property that is the subject to this Ground Lease, the description of which is contained on Exhibit A hereto, as long as the following conditions are satisfied:

(i) a property description of the Substitute Property shall be delivered to the Authority and the Trustee and a new Exhibit A containing a legal description of the Substitute Property shall be attached hereto;

(ii) a title insurance policy satisfying the requirements of Section 2.4(c)(v)(A) of the General Indenture shall be delivered to the Trustee;

(iii) a certificate signed by a City Representative to the effect that the Substitute Property is suitable for use as a fire station or training center and that the Substitute Property has all means of ingress and egress so that the fire stations, training tower or training facility may be accessed;

(iv) an opinion of the City Attorney of the City addressed to the Trustee and the City to the effect that the provisions of this Section 14.(4)(b) have been satisfied and that any exceptions appearing in the Title Report to the Substitute Property will not interfere with the operation of the Series 2026 Project or impair the marketability of the title to Series 2026 Project or the general security provided for holders of the Series 2026 Bonds issued under the Indenture; and

(v) and all documents relating to the substitution of property shall be properly recorded with the Salt Lake County Recorder.

Section 14.5 Execution in Counterparts. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.6 Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State.

Section 14.7 Captions. The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

Section 14.8 Assignment. This Ground Lease may be assigned and reassigned by the Authority and the Authority's interest in the Property transferred in accordance with the terms hereof and of the Master Lease. This Ground Lease may not be assigned by the City for any reason.

Section 14.9 No Merger. The parties hereto agree that the doctrine of merger shall not operate to destroy or terminate the leasehold interest granted to the Authority under this Ground Lease.

IN WITNESS WHEREOF, the Authority has caused this Ground Lease to be executed with its corporate seal hereunto affixed and attested by its duly authorized officers. The City has executed this Ground Lease in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF HURRICANE, UTAH

(SEAL)

_____
By: Clark Fawcett
Its: Chair/President

ATTEST AND COUNTERSIGN:

_____
By: Cindy Beteag
Its: Secretary-Treasurer

THE CITY OF HURRICANE, UTAH

_____

By: Clark Fawcett
Its: Mayor

(SEAL)

ATTEST AND COUNTERSIGN:

_____

By: Cindy Beteag
Its: City Recorder

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

On _____, 2026, Clark Fawcett and Cindy Beteag, the Chair/President and Secretary-Treasurer, respectively, of the Municipal Building Authority of the City of Hurricane, Utah, personally appeared before me, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

_____
NOTARY PUBLIC

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

On _____, 2026, Clark Fawcett and Cindy Beteag, the Mayor and City Recorder, respectively, of the City of Hurricane, Utah, personally appeared before me, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

_____
NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF PROPERTY

A description of that certain real property located in Washington County, Utah, to wit:

index

MUNICIPAL BUILDING AUTHORITY OF
HURRICANE CITY, UTAH,
AS LESSOR

A Nonprofit Corporation Organized Under the Laws of
the State of Utah

and

HURRICANE CITY, UTAH, AS LESSEE

A Political Subdivision and Body Politic of
the State of Utah

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# MASTER LEASE AGREEMENT

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Dated as of April 1, 1999

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Various interests of the Municipal Building Authority of Hurricane City, Utah in this Master Lease Agreement have been assigned to Zions First National Bank, as Trustee under the General Indenture of Trust and Pledge, dated as of the date hereof and between the Municipal Building Authority of Hurricane City, Utah and Zions First National Bank, as Trustee, and is subject to the security interest of Zions First National Bank, as Trustee under said Indenture.

# TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City .... 10
Section 2.2. Representations, Covenants and Warranties of the Authority . 11

ARTICLE III

DEMISING CLAUSE

ARTICLE IV

LEASE TERM

Section 4.1. Commencement of Lease Term ..... 14
Section 4.2. Termination of Lease Term ..... 15
Section 4.3. Effect on the City of Expiration or Termination of the Term of this Master Lease ..... 16
Section 4.4. Revised Schedule of Base Rentals and Option Price ..... 16

ARTICLE V

ENJOYMENT OF PROJECT

ARTICLE VI

PAYMENTS BY THE CITY

Section 6.1. Payments to Constitute a Current Expense of the City ..... 18
Section 6.2. Payment of Base Rentals ..... 18
Section 6.3. Payment of Additional Rentals with Respect to the Project .. 21
Section 6.4. Manner of Payment ..... 22
Section 6.5. Expression of Need for a Project by the City; Determination of Purchase Price ..... 22
Section 6.6. Nonappropriation ..... 23

| | | |
|---|---|---|
| Section 6.7. | Application of Base Rentals, Additional Rentals and Purchase Option Price | 24 |
| Section 6.8. | Request for Appropriation | 24 |


ARTICLE VII

ACQUISITION AND CONSTRUCTION OF PROJECTS


| | | |
|---|---|---|
| Section 7.1. | Agreement to Acquire and Construct the Projects | 26 |
| Section 7.2. | Application of Proceeds of Series 1999 Bonds | 26 |
| Section 7.3. | Disbursements From the Construction Fund | 26 |
| Section 7.4. | Furnishing Documents to the Trustee | 27 |
| Section 7.5. | Establishment of Completion Date; Disbursement of Balance of Construction Fund | 27 |
| Section 7.6. | Construction Contracts | 27 |
| Section 7.7. | Defaults Under Construction Contracts | 28 |
| Section 7.8. | Contractor's Performance and Payment Bonds | 28 |
| Section 7.9. | Contractor's General Public Liability and Property Damage Insurance | 28 |


ARTICLE VIII

TITLE TO THE PROJECTS; SECURITY INTEREST


| | | |
|---|---|---|
| Section 8.1. | Title to the Projects | 31 |
| Section 8.2. | Security Interest | 31 |


ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES


| | | |
|---|---|---|
| Section 9.1. | Maintenance of the Projects by the City | 32 |
| Section 9.2. | Modification of the Projects | 32 |
| Section 9.3. | Taxes, Other Governmental Charges and Utility Charges | 33 |
| Section 9.4. | Provisions Respecting Insurance | 34 |
| Section 9.5. | Public Liability Insurance | 35 |
| Section 9.6. | Worker's Compensation Coverage | 35 |
| Section 9.7. | Advances | 35 |
| Section 9.8. | Failure to Provide Insurance | 35 |
| Section 9.9. | Evidence and Notice Regarding Insurance | 36 |

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS

Section 10.1. Damage, Destruction and Condemnation . . . . . 37
Section 10.2. Obligation of the City to Repair and Replace the Project . . . . . 37
Section 10.3. Covenant to Seek Appropriation of Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair and Replace the Projects . . . . . 38
Section 10.4. Cooperation of the Authority and the Trustee . . . . . 38
Section 10.5. Condemnation of Property Owned by the City . . . . . 39

ARTICLE XI

DISCLAIMER OF WARRANTIES; COMPLIANCE WITH
LAWS AND RULES; OTHER COVENANTS

Section 11.1. Disclaimer or Warranties . . . . . 40
Section 11.2. Further Assurances and Corrective Instruments . . . . . 40
Section 11.3. City and Authority Representatives . . . . . 40
Section 11.4. Requirements of Law . . . . . 40
Section 11.5. Inspection of the Projects . . . . . 40
Section 11.6. Granting of Easements . . . . . 41
Section 11.7. Refunding Bonds . . . . . 41
Section 11.8. Issuance of Additional Bonds . . . . . 41

ARTICLE XII

CONVEYANCE OF THE PROJECT

Section 12.1. Conveyance of the Projects . . . . . 42
Section 12.3. Conveyance on Purchase of Projects . . . . . 43
Section 12.4. Relative Position of Option and Indenture . . . . . 43

ARTICLE XIII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION
AND SELLING

Section 13.1. The Authority to Grant Security Interest to Trustee . . . . . 44
Section 13.2. Assignment and Subleasing by the City . . . . . 44
Section 13.3. Release and Indemnification Covenants . . . . . 45
Section 13.4. References to Bonds Ineffective After Bonds Paid . . . . . 45

Section 13.5. Installation of the Furnishings and Machinery of the City . . . . . 45
Section 13.6. Equipment Purchased with Proceeds of the Bonds . . . . . 46

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.1. Events of Default Defined . . . . . 47
Section 14.2. Remedies on Default . . . . . 48
Section 14.3. Limitations on Remedies . . . . . 48
Section 14.4. No Remedy Exclusive . . . . . 48
Section 14.5. Agreement to Pay Attorneys' Fees and Expenses . . . . . 49
Section 14.6. No Additional Waiver Implied by One Waiver . . . . . 49

ARTICLE XV

MISCELLANEOUS

Section 15.1. Lease Term . . . . . 50
Section 15.2. Notices . . . . . 50
Section 15.3. Binding Effect . . . . . 50
Section 15.4. Severability . . . . . 50
Section 15.5. Amounts Remaining in the Bond Fund and Debt Service Reserve Fund; Dissolution . . . . . 50
Section 15.6. Amendments, Changes and Modifications . . . . . 51
Section 15.7. Execution in Counterparts . . . . . 51
Section 15.8. Net Lease . . . . . 51
Section 15.9. Applicable Law . . . . . 51
Section 15.10. Captions . . . . . 51
Section 15.11. No Personal Liability . . . . . 51

EXHIBIT "A" DESCRIPTION OF 1999 PROJECT . . . . . A-1
EXHIBIT "B" FORM OF REQUISITION . . . . . B-1

# MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (the "Master Lease") dated as of April 1, 1999, entered into by and between the MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH (the "Authority"), as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a General Indenture of Trust and Pledge of even date herewith (the "General Indenture"), and HURRICANE CITY, UTAH (the "City"), as lessee hereunder, a political subdivision and body corporate and politic under the Constitution and laws of the State of Utah;

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

WHEREAS, the City is a political subdivision and body corporate and politic duly existing under and by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the City has previously authorized and directed the creation of the Authority pursuant to provisions of a Resolution adopted December 6, 1990 (the "Creating Resolution"); and

WHEREAS, pursuant to the direction contained in the Creating Resolution, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the laws of the State of Utah, including, in particular, the provisions of the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended (the "Building Authority Act"), and the Utah Nonprofit Corporation and Co-operative Association Act, Title 16, Chapter 6, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"); and

WHEREAS, under the articles of incorporation of the Authority (the "Articles") the objects and purposes for which the Authority has been founded and incorporated are to acquire, construct, improve or extend any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City (collectively, the "Projects") and to finance or refinance the costs thereof on behalf of the City in accordance with the procedures and subject to the limitations of the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "Refunding Bond Act" and together with the Building Authority Act and the Nonprofit Corporation Act, the "Act"), in order to accomplish the public purposes for which the City exists; and

WHEREAS, the Authority is possessed under the Articles of all powers set forth in the Act, the Constitution and other laws of the State of Utah, including, without limitation, the power to acquire, own, hold, lease and improve real and personal property and to enter into agreements providing for a lease, mortgage or other conveyance of real and personal property; and

WHEREAS, the Authority and the City desire to undertake the acquisition, construction and equipping of Projects and to finance or refinance all or a portion of the Costs of Acquisition and Construction thereof (as herein defined) through the issuance of Bonds by the Authority (as defined below); and

WHEREAS, the Authority and the City have previously undertaken the acquisition, construction and equipping of a new City Hall, a new swimming pool, and new baseball fields, and related improvements thereto for lease to the City (the "1997 Project") and, in order to achieve a debt service savings, now desire specifically to refinance the costs of acquisition and construction thereof through the issuance of the Authority's Lease Revenue and Refunding Bonds, Series 1990 (the "Series 1999 Bonds"); and

WHEREAS, the City Council of the City has reviewed and approved the estimated costs of refinancing the 1999 Project; and

WHEREAS, the City desires to lease, as lessee, on an annually renewable basis, the 1997 and 1999 Projects and any other Projects hereafter acquired by the Authority for lease to the City and the Authority desires to lease, as lessor, the 1997 and 1999 Projects and any other Projects hereafter acquired under the terms and provisions set forth in this Master Lease; and

WHEREAS, under the provisions of a resolution adopted on April 1, 1999 (the "City Resolution"), the City Council has authorized and approved the execution of this Master Lease, the General Indenture and a First Supplemental Indenture of even date herewith (the "First Supplemental Indenture" and collectively with the General Indenture, the "Indenture") between the Authority and Zions First National Bank, as trustee and the issuance of the Series 1999 Bonds; and

WHEREAS, pursuant to the provisions of a resolution adopted on April 1, 1999 (the "Authority Resolution"), the governing board of the Authority (the "Governing Board") has authorized, approved and directed the execution of this Master Lease and the Indenture and the issuance of the Series 1999 Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Articles, the Authority proposes to undertake the financing or refinancing of Projects (including the refinancing of the 1997 Project) and the leasing of such Projects to the City under the terms and provisions of this Master Lease; and

WHEREAS, the Authority proposes to refinance all or a portion of the Costs of Acquisition and Construction of the 1997 Project through the issuance of the Series 1999 Bonds; and

WHEREAS, the Authority may finance or refinance all or a portion of the Costs of Acquisition and Construction of other Projects through the issuance of its Bonds under the General Indenture; and

WHEREAS, all Bonds issued under the General Indenture will be secured as provided in the General Indenture including by means of Security Documents and a pledge and assignment of this Master Lease and certain revenues and receipts derived by the Authority from the Projects, all as more fully set forth in the Indenture:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS

All terms defined in Article I of the General Indenture, unless the context otherwise requires, shall have the same meaning in this Master Lease. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Master Lease and the Indenture, have the meaning herein specified.

"Act" means collectively, the Building Authority Act, the Nonprofit Corporation Act and, to the extent applicable, the Refunding Bond Act.

"Additional Rentals" means the cost of all taxes, insurance premiums and expenses payable by, and fees of, the Trustee with respect to the Bonds and other charges and costs which the City assumes or agrees to pay exclusively from City Funds under Section 6.3 of this Master Lease, together with all interest and penalties that may accrue thereon in the event that the City shall fail to pay the same, as specifically set forth herein.

"Amendment to Master Lease" means any amendment to this Master Lease between the Authority, as lessor, and the City, as lessee, entered into pursuant to and in compliance with the provisions of Section 15.6 of this Master Lease and Article XII of the General Indenture.

"Authority" means the Municipal Building Authority of Hurricane City, Utah, a nonprofit corporation organized under the laws of the State acting in the capacity of lessor under this Master Lease and as grantor under the Indenture, and any successor to the duties and functions of the Authority.

"Authority Representative" means the person or persons at any time designated to act on behalf of the Authority for purposes of performing any act on behalf of the Authority with respect to a Project by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Authority by any duly authorized officer of the Authority. Such certificate may designate an alternate or alternates. The Authority Representative may be an officer or employee of the Authority or the City.

"Base Rentals" means the payments payable by the City exclusively from City Funds pursuant to Section 6.2 hereof during the Original Term and any applicable Renewal Term hereof, which constitute the payments payable by the City for and in consideration of the right of use of the Projects during such Original Term and applicable Renewal Terms and the purchase option granted herein.

"Building Authority Act" means the Utah Municipal Building Authority Act, Title 17A, Chapter 3, Part 9, Utah Code Annotated 1953, as amended.

"Business Day" means a legal business day on which banking business is transacted in the city in which the Trustee or Paying Agent has its principal corporate trust office.

"Completion Date" means the date of completion of construction of a Project, within the meaning of Section 17A-3-906 of the Building Authority Act, and of final acceptance by the City of such Project as provided in Section 7.5 herein.

"Construction Fund" means the Construction Fund established under the Indenture.

"Costs of Acquisition and Construction" means:

(1) obligations of the City or the Authority incurred for labor, materials and equipment in connection with a Project;

(2) the cost of payment, performance or other bonds and any and all types of insurance (including but not limited to title insurance) that may be necessary or appropriate to have in effect during the course of a Project;

(3) all costs of planning and designing a Project, including architectural, planning, engineering, legal and fiscal advisors' fees and the costs incurred by the City or the Authority for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper and timely completion of such Project;

(4) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the acquisition and construction of a Project;

(5) the cost of equipment and furnishings for a Project, the cost of acquiring a site for a Project (or any interest therein) and all other costs authorized by the Building Authority Act which are considered to be a part of the costs of a Project in accordance with generally accepted accounting principles, including but not limited to interest accruing on the Bonds during the period required to complete the acquisition and construction of such Project and for not more than twelve (12) months after the Completion Date;

(6) any sums required to reimburse the Authority or the City for advances by either of them for any of the above items or for any other costs incurred and for work done by either of them which are properly chargeable to a capital account in respect of a Project;

(7) such amounts as the governing body of the Authority shall find to be necessary to provide necessary working capital in connection with a Project; and

(8) all expenses connected with the authorization, sale and issuance of a series of Bonds and the refunding of any Bonds, including the initial fees of the Trustee, escrow agent, rating agency fees, bond insurance premiums, fees for outside attorneys or accountants, whose opinions are required to obtain the issuance of the Bonds, financial advisors' fees and commissions and printing costs, those amounts as the Authority shall find necessary to establish reserves and maintenance, repair, replacement, and contingency funds and accounts, and the interest on Bonds for a reasonable time prior to, during, and for a reasonable period of time after completion of a Project.

"City" means Hurricane City, Utah, a political subdivision and body corporate and politic duly established and existing under and by virtue of the Constitution and laws of the State, and any entity succeeding to its rights and obligations under this Master Lease. Any reference herein to the "governing body" of the City shall refer to the City Council of the City and to any successor governing body as authorized by applicable law.

"City Funds" means all revenues, receipts and other legally available moneys, including, without limitation, (i) payments received by the City from operation of the Projects, (ii) amounts representing capitalized interest during the construction of a Project and (iii) moneys derived from ad valorem property taxes and other taxes, all to the extent the same are budgeted and appropriated by the governing body of the City for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price hereunder during the Original or any Renewal Term in which this Master Lease may be in effect.

"City Representative" means the person at any time designated to act on behalf of the City for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the City by the Mayor of the City Council or any duly authorized officer thereof. Such certificate may designate an alternate or alternates. the City Representative may be an officer or employee of the Authority or the City.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established under the Indenture.

"Event of Default" means one or more events of default as defined in Section 14.1 herein.

"Event of Nonappropriation" means a failure by the City to renew this Master Lease by failing or refusing to budget and appropriate sufficient City Funds for the payment of all or any part of the Base Rentals and Additional Rentals for any Renewal

Term hereof as set forth in Sections 4.1 and 6.6 hereof. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the governing body of the City fails or refuses to adopt a final budget in accordance with applicable law which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term as contemplated by Section 4.1 hereof or on any earlier or later date on which the Trustee receives written notice from the City that the governing body of the City has failed or refused to make such appropriations and the term of this Master Lease will not be renewed; provided, however, that the Trustee may waive any Event of Nonappropriation which is cured by the City within a reasonable time if, in the Trustee's judgment, such waiver is in the best interests of the Bondholders, except as otherwise provided in Section 4.1 hereof. Notwithstanding anything herein to the contrary, the City's failure or refusal to adopt a final budget in accordance with applicable law within the time provided by Section 4.1 hereof which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term shall constitute an Event of Nonappropriation.

"Fiscal Year" means the twelve-month period used from time to time by the City for its financial accounting purposes.

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the City and not due to its negligence.

"General Indenture" means the General Indenture of Trust and Pledge dated as of April 1, 1999, by and between the Authority and the Trustee.

"Indenture" means the General Indenture and any supplements or amendments thereto entered into in compliance with the provisions of Article XI of the General Indenture.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State and who is not a full-time employee of the Authority, the City or the Trustee.

"Lease Term" means the duration of the leasehold estate created in the Projects as provided in Article IV of this Master Lease, including the Original Term and the Renewal Terms, if any.

"Master Lease" means this Master Lease Agreement dated as of April 1, 1999, as the same shall be amended from time to time.

"Net Proceeds", when used with respect to (i) any performance or payment bond proceeds, (ii) proceeds from policies of insurance required hereby (including any self-insurance), (iii) any condemnation award, (iv) proceeds resulting from a default under a contract relating to the acquisition and construction of a Project (including liquidated damages, if any), or (v) the proceeds of any liquidation of all or portions of a Project, means the amount remaining after deducting all expenses (including, without limitation, attorneys' fees, Trustee's fees and costs) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"1997 Project" means the acquisition, construction and equipping of the City Hall, a swimming pool and baseball fields and related improvements, all as more fully described in Exhibit"A" hereto.

"1999 Project" means the construction of certain storm drain improvements, all as more fully described on Exhibit "A" hereto.

"Nonprofit Corporation Act" means the Utah Nonprofit and Co-operative Association Act, Title 16, Chapter 6, Utah Code Annotated 1953, as amended.

"Original Term" means the portion of the Lease Term which terminates on June 30, 1999.

"Permitted Encumbrances" means, as of any particular time, (i) liens for taxes and assessments not then delinquent, or which the City may, pursuant to the provisions of Article IX of this Master Lease, permit to remain unpaid; (ii) this Master Lease including any security interests granted herein; (iii) utility access and other easements and rights of way, restrictions and exceptions which the City Representative and the Authority Representative certify in writing to the Trustee will not interfere with the operation of the Projects or impair the marketability of title to the Projects or the general security provided for the Bondholders of the Bonds; (iv) the Indenture, the Security Documents and related financing statements; (v) the ownership interests of the City in any real or personal property which is the subject of any lease between the City and the Authority that is entered into in the furtherance of any Project; (vi) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question; and (vii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Projects and as do not, in the opinion of Independent Counsel, materially impair the operation or marketability of title to the Projects.

"Project or Projects" has the meaning ascribed to that term in the Indenture and includes the 1997 Project and 1999 Project.

"Purchase Option Price" means an amount payable, at the option of the City, at any time for the purpose of terminating the payment obligation of the City under this Master Lease with respect to a Project and purchasing the Authority's interest in such Project, which amount, when added to the amounts then on deposit in the Bond Fund and the subaccount within the Debt Service Reserve Fund with respect to such Project (other than moneys held by the Trustee for the payment of the Bonds under the Indenture not deemed Outstanding), shall be sufficient (i) to pay, defease, retire and/or redeem all the Outstanding Bonds of the Series of Bonds issued to finance or refinance the particular Project in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, the principal of and interest to maturity or earliest applicable redemption date of the relevant Bonds and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, and fee and expenses of the City, the Authority and the Trustee), (ii) in case of redemption, to make arrangements satisfactory to the Trustee for the giving of the required notice of redemption and (iii) to make any payment of rebate with respect to the Bonds to be paid, defeased, retired and/or redeemed.

"Refunding Bond Act" means the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended.

"Rentals" means all Base Rentals and Additional rentals payable during the Original Term and each Renewal Term under this Master Lease.

"Renewal Terms" means the optional Renewal Terms of the Lease Term as provided in Article IV of this Master Lease.

"Series 1999 Bonds" means the Authority's Lease Revenue and Refunding Bonds, Series 1999, issued in the aggregate principal amount of $2,453,000.

"Trustee" means Zions First National Bank, and its successors and any association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

## ARTICLE II

## REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Authority and the Trustee as follows:

(a) The City is a political subdivision and body corporate and politic duly existing as such within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Master Lease and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Master Lease. The City agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The Authority has by this Master Lease leased the Project and may pursuant to this Master Lease lease other projects to the City as hereinafter provided. It is understood by the parties hereto that the Authority has all rights, title and interest in the 1999 Project, subject to Permitted Encumbrances.

(c) During the Lease Term, the Project will at all times be used for purposes which are within and consistent with the legal rights, powers and authority of the Authority and the City under the Constitution and laws of the State.

(d) The City is not in default under any of the provisions of the laws of the State which default would affect its existence or its powers referred to in this Section 2.1(a) hereof. Neither the execution and delivery of this Master Lease nor the issuance and sale by the Authority of its Bonds, nor the performance by the City of its obligations under this Master Lease will constitute on the part of the City a breach of or a default under, any existing law, court or administrative regulation, decree, order or any material agreement, indenture, mortgage, lease or any other instrument to which the City is subject or by which it is or may be bound.

(e) There is no action, suit or proceeding pending or, to the best knowledge of the City, threatened, or any basis therefor, before any court or administrative agency which may adversely affect the City or ability of the City to perform its obligations under this Master Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the City of this Master Lease or in connection with the

carrying out by the City of its obligations under this Master Lease have been obtained.

(f) The Project constitutes a "project" within the meaning of the Building Authority Act.

(g) The Project as constructed or to be constructed complies with all presently applicable state and local building and zoning ordinances.

(h) The acquisition and construction of the Project has been or will be accomplished in accordance with all applicable laws and is necessary and appropriate for accomplishing one or more of the authorized functions or public purposes of the City and is suitable for such purpose and in furtherance of the purposes of the City and the best interests of the citizens of the City.

Section 2.2. Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants for the benefit of the City and the Trustee as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing under the laws of the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into this Master Lease and has duly authorized and approved the execution and delivery of this Master Lease by proper corporate action.

(b) The Authority agrees that, so long as this Master Lease has not been terminated, it will maintain its corporate existence, will continue to be a corporation in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided in this Master Lease (or similar leases), and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

(c) The Authority has acquired ownership of the Project (subject to Permitted Encumbrances) and has completed the acquisition, construction and equipping of the Project. The Authority will lease the Project to the City as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

(d) The Authority will not pledge the Base Rentals, the Additional Rentals, Purchase Option Price or any of its other rights under this Master Lease and will not assign its interest in or encumber the Project except as provided hereunder or under the Indenture and the Security Documents. All property and

moneys received by the Authority from the City will, so long as no Event of Nonappropriation or Event of Default shall occur, be applied for the benefit of the City, and all property and moneys received by the Authority under this Master Lease with respect to the Project and under the Indenture for the Bondholders of the Bonds will be applied for the proportionate benefit of said Bondholders.

(e) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority except Permitted Encumbrances.

(f) Except as otherwise provided in this Master Lease, the Indenture and the Security Documents, the Authority will not assign this Master Lease, its rights to payments from the City or its duties and obligations under this Master Lease to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 2.2.

(g) The Authority will not use any of the proceeds of the sale of the Series 1999 Bonds in a manner not authorized by the terms of this Master Lease, the Indenture or the exhibits hereto and thereto.

(h) There is no action, suit or proceeding pending or, to the best knowledge of the Authority, threatened, or any basis therefor, before any court or administrative agency which might adversely affect the Authority or the ability of the Authority to perform its obligations under this Master Lease, the Indenture and the Security Documents. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Authority of this Master Lease, the Indenture, the Security Documents or in connection with the carrying out by the Authority of its obligations under this Master Lease, the Indenture and the Security Documents have been obtained.

## ARTICLE III

## DEMISING CLAUSE

The Authority hereby demises and leases the Project, and the City leases the same from the Authority, subject only to Permitted Encumbrances in accordance with the provisions of this Master Lease, to have and to hold under this Master Lease unless sooner terminated as expressly provided herein. Nothing in this Master Lease shall be construed to require the City to operate the Project other than as the lessee hereunder or to exercise its right to purchase any or all of the Project or any portion thereof as provided in Article XII of this Master Lease.

The Trustee shall be empowered, after an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Master Lease, the Indenture or the Security Documents, to collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees, and apply the net amount collected to the Base Rentals and Additional Rentals required herein, but no such collection shall be deemed a waiver of any agreement, term, covenant or condition hereof, or the acceptance of any sublessee as lessee hereunder.

The Authority warrants and covenants that it has a leasehold interest in and to the site on which the Project is located and has acquired, improved, constructed, equipped and furnished or will acquire, improve, construct, equip and furnish the Project for the exclusive use of the City or other sublessees, subject to Permitted Encumbrances. The Authority will cause to be furnished to the Trustee at the time of delivery of the Series 1999 Bonds, title insurance or an endorsement thereof which meets the requirements of Section 2.4 of the General Indenture.

## ARTICLE IV

## LEASE TERM

Section 4.1. Commencement of Lease Term. The Original Term shall commence as of the date of delivery of the Series 1999 Bonds and shall terminate at midnight on June 30, 1999. The Lease Term may be continued, solely at the option of the City, beyond the expiration of the Original Term for an additional one year, the first "Renewal Term", and for 18 consecutive additional Renewal Terms thereafter each of one year in duration (except that the final Renewal Term shall commence July 1, 2017 and end on June 1, 2018), upon the City having adopted a final budget in accordance with applicable law prior to the end of the then-current Original Term or Renewal Term, as the case may be, that appropriates specifically with respect to this Master Lease sufficient City Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the City shall have elected to continue the Lease Term for the next following Renewal Term and shall have given adequate notice thereof as contemplated by Section 17A-3-905(3)(a) of the Building Authority Act. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals and Purchase Option Price shall be as otherwise specified in Schedule I attached hereto for each such Renewal Term, as such Schedules may be revised as provided in Section 4.4 hereof.

Within five (5) days after the adoption of such final budget, the City shall deliver written notice to the Trustee stating that the City has extended the term of this Master Lease for the succeeding Renewal Term, describing in reasonable detail the actions taken by the governing body of the City (if such actions are then required to pay any Rentals hereunder or, if no such actions are then required, explaining the reasons therefor) to appropriate funds sufficient for the purpose of paying the Base Rentals and reasonably estimated Additional Rentals (as provided in Sections 6.2 and 6.3 hereof) to become due during such succeeding Renewal Term. Unless the Trustee shall have previously received the foregoing notice applicable to the next succeeding Renewal Term, the Trustee shall, at least 20 days prior to the last day of each Fiscal Year, make inquiry of the City as to whether the City has extended the term of this Master Lease and whether the governing body of the City shall have made the appropriation necessary to pay the Base Rentals and reasonably estimated Additional Rentals to become due during such succeeding Renewal Term. The City shall deliver written notice to the Trustee as soon as practicable, but in no event later than the expiration of the Original Term or the then current Renewal Term, stating (as the case may be) that: (i) the governing body of the City has failed or refused to appropriate, specifically with respect to this Master Lease, moneys sufficient to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term and stating what actions the City and its officials propose to take with respect to this Master Lease, the Projects and any budgetary procedures for any Base Rentals and Additional Rentals that may thereafter accrue, or (ii) that the City has extended the

from adopting its final budget for the fiscal year in question due to the procedural requirements of State law described below.

In the event the governing body of the City is precluded, solely as a result of notice, hearing or other procedural requirements imposed by State law in connection with the adoption of a final budget (such as the requirements contained in Sections 59-2-918 through 59-2-923, Utah Code Annotated 1953, as amended), from adopting a final budget on or prior to the last day of any Fiscal Year, no Event of Nonappropriation shall be deemed to have occurred as a result of the failure to so adopt a final budget, provided that: (i) prior to the last day of such Fiscal Year, the governing body of the City shall have adopted a tentative budget which includes a tentative appropriation of City Funds sufficient to pay the Base Rentals and reasonably estimated Additional Rentals to become due during the succeeding Renewal Term; (ii) prior to the last day of such Fiscal Year, the City shall have delivered to the Trustee a copy of the tentative budget adopted by its governing body and a notice stating that it is the intention of the governing body to renew the Lease Term upon the adoption of the final budget; (iii) any Base Rentals or Additional Rentals described in the preceding paragraph, and provided further that any Rentals which become due and payable pursuant to the terms of this Master Lease prior to the adoption of such final budget shall be paid by the City in accordance with the tentative budget adopted by the governing body of the City; and (iv) the governing body of the City shall adopt a final budget on or before the last date allowable under applicable law that includes the appropriation of City Funds required under this Section 4.1 to renew the Lease Term. The City shall promptly file a copy of the final budget so adopted by its governing body with the Trustee.

Section 4.2. Termination of Lease Term. The Lease Term shall terminate upon the first to occur of the following events:

(a) the expiration of the Original Term or Renewal Term of this Master Lease during which an Event of Nonappropriation shall occur;

(b) the exercise by the City of its option to purchase the Authority's interest in all of the Projects, granted under the provisions of this Master Lease;

(c) an Event of Default and the election of the Authority or the Trustee to terminate this Master Lease under Article XIV hereof;

(d) the discharge of the lien of the Indenture under Article VIII thereof;

(e) the termination of the Lease Term pursuant to Section 10.3 of this Master Lease under the conditions provided therein; or

(f) the last day of the final Renewal Term of this Master Lease, upon payment of all Base Rentals and Additional Rentals required hereunder.

Section 4.3. Effect on the City of Expiration or Termination of the Term of this Master Lease. The expiration or termination of the term of this Master Lease as to the City's right of possession and use of the Projects pursuant to Section 4.2 hereof shall terminate all obligations of the City under this Master Lease (except to the extent that the City incurred any obligation to pay Rentals from moneys theretofore appropriated and available for such purpose) and shall terminate the City's rights of use, occupancy and operation of the Projects; provided, however, that all other terms of this Master Lease and the Indenture, including all obligations of the Trustee with respect to the Bondholders and the receipt and disbursement of funds, shall be continuing until the liens of the Indenture are discharged or foreclosed, as provided in the Indenture, except that all obligations of the City to pay any amounts to the Bondholders and the Trustee hereunder shall thereafter be satisfied only as provided in the Indenture. The termination or expiration of the term of this Master Lease as to the City's right of possession and use pursuant to Section 4.2 hereof, in and of itself, shall not discharge the lien of the Indenture.

Section 4.4. Revised Schedule of Base Rentals and Option Price. Upon partial redemption of any Series of Bonds pursuant to the Indenture, or the issuance of Additional Bonds or Refunding Bonds pursuant to the Indenture, the Authority shall provide the City and the Trustee with a revised schedule of Base Rentals which schedule shall take into account such redemption or issuance and shall be and become for all purposes thereafter Schedule I to this Master Lease setting forth the Base Rentals.

## ARTICLE V

## ENJOYMENT OF PROJECTS

The Authority hereby covenants to provide the City during the Lease Term with quiet use and enjoyment of the Projects, and the City shall, by keeping and performing the agreements and covenants on its part contained in this Master Lease, during the Lease Term peaceably and quietly have and hold and enjoy the Projects, without suit, trouble or hindrance from the Authority, the Trustee or the Bondholders, except as expressly set forth herein and in the Indenture and the Security Documents. Neither the Authority, the Trustee nor any Bondholder shall interfere with such quiet use and enjoyment during the Lease Term so long as no Event of Default or Event of Nonappropriation shall have occurred. The Authority shall, at the request of the City and at the cost of the City, join in any legal action in which the City asserts its right to such possession and enjoyment, to the extent that the Authority may lawfully do so. In addition, the City may at its own expense join in any legal action affecting its possession and enjoyment of the Projects and shall be joined as a party in any action affecting its liabilities hereunder.

The Authority and the Trustee and their respective designated representatives shall have the right at all reasonable times during business hours (and in emergencies at all times) to enter into and upon the Projects for the purpose of inspecting the same, for any purpose related to the Authority's or the Trustee's obligations or rights under this Master Lease or for any other lawful purpose.

## ARTICLE VI

## PAYMENTS BY THE CITY

Section 6.1. Payments to Constitute a Current Expense of the City. The City and the Authority acknowledge and agree that the obligation of the City to pay Base Rentals and Additional Rentals under this Master Lease constitutes a current expense of the City payable exclusively from City Funds and shall not in any way be construed to be an obligation or indebtedness of the City within the meaning of Sections 3 or 4 of Article XIV of the Utah Constitution, or any other constitutional or statutory limitation or requirement applicable to the City concerning the creation of indebtedness. No provision of this Master Lease shall be construed or interpreted (i) to require the governing body of the City to appropriate any money to pay the Base Rentals, the Additional Rentals or the Purchase Option Price, or (ii) as a lending of the credit of the City within the meaning of Section 29 of Article VI of the Utah Constitution. Neither the City, nor the Authority on its behalf, has pledged the credit of the City to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or the interest thereon, and neither this Master Lease, the Indenture nor the Bonds shall directly or contingently obligate the City to apply money, or to levy or pledge any form of taxation, to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price or the Bonds or any interest thereon except as expressly provided herein.

Section 6.2. Payment of Base Rentals.

(a) The City shall pay Base Rentals exclusively from City Funds. The City shall pay Base Rentals during the Original Term and any Renewal Term in such amounts as shall be sufficient to pay principal and interest when due on the Bonds. The Base Rentals shall be payable directly to the Trustee in semiannual payments at the times and manner and in the amounts as specified in the schedule of Base Rental payments attached as Schedule I hereto as shall equal the interest payments falling due on the Bonds on the next succeeding Interest Payment Date and the principal payments falling due on the Bonds either by regularly scheduled maturities or by mandatory sinking fund redemption, on the next succeeding principal payment date, such that there shall be on deposit with the Trustee at least fifteen days prior to each principal and/or interest payment date on the Bonds an amount sufficient to make such payment. The City understands that the Base Rental Payment Schedule attached as Schedule I may be revised from time to time based on the redemption of Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds or Refunding Bonds allowed under the Indenture. The City hereby agrees to pay the Base Rentals in accordance with the Base Rental Payment Schedule attached hereto as Schedule I hereto as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the principal of certain Bonds or to pay the principal of the Additional Bonds or Refunding Bonds and interest on such Additional Bonds or

Refunding Bonds in an amount necessary to enable the sale of the Additional Bonds or Refunding Bonds at par.

In addition, in the event the market value of the amount on deposit in the Debt Service Reserve Fund is, for any reason, reduced below the Debt Service Reserve Requirement, the City shall, in the event it elects to renew this Master Lease during the following Renewal Term, and as a condition of renewal, pay to the appropriate Trustee in two substantially equal semiannual payments additional Base Rentals during the following Renewal Term, in an amount sufficient to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement. Notwithstanding anything contained herein to the contrary, no payment of Base Rentals or Additional Rentals shall be required to be paid prior to the Completion Date of any one Project with respect to which such Rentals are being paid.

(b) In the event that (1)(A) a portion of a Project (the "Completed Portion of the Project") financed with a separate Series of Bonds is accepted by the City for use and occupancy under this Master Lease, and (B) the acquisition and construction of additional portions of the Projects (the "Uncompleted Portion of the Project") financed with one or more Series of Bonds (other than the Series of Bonds described in (A) above) have yet to be completed, and (2) an Event of Default (as defined in the Indenture) occurs under the Indenture due to the failure to complete the Uncompleted Portion of the Project, the City and the Authority hereby agree, as follows:

(x) The City consents to the provisions of Section 9.15 of the Indenture governing such an Event of Default; and

(y) The City shall, subject to the occurrence of an Event of Nonappropriation hereunder, continue to pay Base Rentals and Additional Rentals with respect to the Completed Portion of the Project, and this Master Lease shall remain in full force and effect with respect to the Completed Portion of the Project.

(c) In the event that less than all of any one Project is initially made available for use, occupancy and operation and the City accepts a portion of any one Project for its use, occupancy and operation pending final completion of the remainder of any one such Project, any Base Rentals paid by the City with respect to any one such Project shall be prorated in a manner so as to reflect the fair rental value of that portion of the Project then available for use, occupancy and operation by the City and so used, occupied and operated.

(d) The amount of the Base Rentals otherwise payable by the City hereunder shall be reduced by an amount equal to (i) earnings on the investment of the Bond Fund, and (ii) moneys transferred to the Bond Fund from the Debt

Service Reserve Fund pursuant to the last paragraph of Section 5.10 of the Indenture. Each payment of Base Rentals shall be in consideration for the use of the Project by the City during the six-month period commencing on the May 15 or November 15, as applicable, next preceding the Bond Payment Date to which such Base Rental payment is attributable and for the option to purchase the Project granted herein.

(e) The payments of Base Rentals and Additional Rentals under this Master Lease for each Renewal Term during the term of this Master Lease shall constitute the total Rentals which are payable for said Renewal Term and shall be paid by the City for and in consideration of the right of use, occupancy and operation of the Project and the continued quiet use and enjoyment of the Project for and during said Renewal Term. The parties hereto agree that such total Rentals will represent the fair rental value of the Project. In making such determination, the parties will give consideration to the costs of financing the Costs of Acquisition and Construction of the Project, the uses and purposes of the Project and the benefits therefrom which will accrue to the parties to this Master Lease and the general public by reason of the Project.

(f) Notwithstanding the foregoing, the City may not elect to renew this Master Lease in part and in the event it desires to renew this Master Lease must appropriate an amount sufficient to pay Base Rentals attributable to all of the Project which has been delivered for occupancy (or any portion thereof, in proportion to such available portion).

(g) It is understood and agreed by the City that, subject to the terms of this Master Lease and the Indenture, all Base Rentals payable under this Section 6.2 by the City, as well as the Purchase Option Price, if paid with respect to any or all of the Projects, are assigned by the Authority to the Trustee for the benefit of the Bondholders as set forth in the Indenture. The City assents to such assignment. The Authority hereby directs the City, and the City hereby agrees to pay to the Trustee at its principal office, all Base Rentals payable by the City pursuant to this Section 6.2 and, if paid, the Purchase Option Price.

(h) The amount of the Base Rentals and Purchase Option Price otherwise payable shall be reduced as appropriate to reflect any redemption of Bonds and/or the purchase of Bonds and the cancellation thereof in advance of their maturity. If at any time the amounts held by the Trustee in the Bond Fund and the Debt Service Reserve Fund (other than moneys held for the payment of Bonds not deemed Outstanding) shall be sufficient to pay at the times required the principal of and interest and premium, if any, on all of the Bonds then Outstanding, the City shall not be obligated to pay any further Base Rentals hereunder.

Section 6.3. Payment of Additional Rentals with Respect to the Projects. In addition to the Base Rentals and as part of the total consideration for the use of the Projects and the option to purchase any or all of the Projects, and commencing upon the execution and delivery of this Master Lease and continuing throughout the period that the City pays Base Rentals, the City shall pay or shall cause to be paid the following Additional Rentals, exclusively from City Funds, during the Original Term and any Renewal Terms thereof as hereinafter provided:

(a) the annual fee of the Trustee for the ordinary services of the Trustee rendered and their ordinary expenses incurred under the Indenture;

(b) the reasonable fees and charges of the Trustee and any paying agent appointed under the Indenture with respect to the Bonds for acting as paying agent as provided in the Indenture;

(c) the reasonable fees and charges of the Trustee for extraordinary services rendered by it and extraordinary expenses incurred as Trustee under the Indenture;

(d) the reasonable out-of-pocket expenses of the Authority relating to the Projects not otherwise required to be paid by the City under the terms of this Master Lease;

(e) the costs of maintenance and repair of the Projects as required under Section 9.1 hereof;

(f) the costs of taxes, governmental charges, utility charges, management and operations expenses, liens and encumbrances with respect to the Projects as required under Section 9.3 hereof;

(g) the costs of casualty, public liability and property damage and worker's compensation insurance with respect to the Projects as required under Sections 9.4, 9.5 and 9.6 hereof;

(h) the amount of any tax or excise on the Base Rentals, Additional Rentals, Purchase Option Price or any other tax, however described, levied, assessed or imposed by the United States Government, the State or any political subdivision or any taxing authority thereof against the Authority; and

(i) an amount equal to any franchise, succession, capital levy or transfer tax or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the Base Rentals, Additional Rentals or the Purchase Option Price payable by the City pursuant to this Master Lease;

(j) any amounts required to be deposited to the Rebate Fund established with respect to a Series of Bonds; and

(k) during any Renewal Term following an Original Term or Renewal Term in which there was an insufficiency of Net Proceeds as described in Section 10.2 hereof, an amount equal to the insufficiency of Net Proceeds required to repair, replace, restore or modify the affected Project.

The Additional Rentals specified in subsections (a), (b), (c), (j) and (i) shall be payable to the Trustee and shall be due and payable within ten days after notice in writing from said Trustee to the City stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided herein or in the Indenture, the Additional Rentals specified in subsections (d), (e), (f), (g), (h), and (i), shall be payable to the Authority or directly to the person or entity with respect to which such costs or fees were incurred and shall be due and payable at such time as the Authority or such person or entity shall require.

Section 6.4. Manner of Payment. The Base Rentals, Additional Rentals and, if paid, the Purchase Option Price, shall be paid exclusively from City Funds and in lawful money of the United States of America. The obligation of the City to make payment of the Base Rentals and Additional Rentals required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided hereunder. Notwithstanding any dispute between the City and the Authority, the Trustee, any Bondholder, any contractor or subcontractor retained with respect to the construction and equipping of a Project, any supplier of labor or materials in connection therewith or any other person, the City shall pay all payments of Base Rentals and Additional Rentals, from and to the extent of available City Funds, when due, and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. The obligation of the City to pay Base Rentals and Additional Rentals during the Original Term and the then-current Renewal Term shall be absolute and unconditional in all events, except as expressly provided herein, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances.

Section 6.5. Expression of Need for a Project by the City; Determination of Purchase Price.

(a) The City hereby finds as of the date of this Master Lease, that it has an essential need for the Project to carry out and give effect to the public purposes of the City, the City and the Authority hereby agree and determine that the Base Rentals and Additional Rentals with respect to the Project are reasonable and that the Purchase Option Price with respect to the Project represents, as of the end of

the Original Term or any Renewal Term, a reasonable purchase price for the Project. In making such determination the City and the Authority have given consideration to the costs of the Project, the cost of financing the Project, the uses and purposes for which the Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of the Project pursuant to the provisions of this Master Lease.

(b) The City must find that, as of the date of the execution of an Amendment to this Master Lease relating to a Project, the City then has an essential need for such Project which is the subject of the Amendment to Master Lease to carry out and give effect to the public purposes of the City. At the time of execution of such Amendment to Master Lease, the City and the Authority must agree and determine that the Base Rentals and Additional Rentals with respect to the Project that is the subject of such Amendment to Master Lease payable are reasonable and that the Purchase Option Price represents, as of the end of the Original Term or any Renewal Term, a reasonable purchase price for such Project. In making such determination the City and the Authority will give consideration to the costs of such Project, the cost of financing such Project, the uses and purposes for which such Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of such Project pursuant to the provisions of this Master Lease.

Section 6.6. Nonappropriation. In the event that sufficient City Funds shall not be budgeted and appropriated by the City, in a final budget adopted within the time permitted by Section 4.1 hereof, for the payment of the (i) Base Rentals becoming due during such Renewal Term, and (ii) such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy, then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the City shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the City has elected to continue this Master Lease for a Renewal Term by budgeting and appropriating sufficient City Funds for the payment of Base Rentals and Additional Rentals hereunder the City shall, as of the first day of such Renewal Term, be obligated to pay such Base Rentals and Additional Rentals during such Renewal Term. If the City fails to pay any Base Rentals or Additional Rentals due under this Master Lease, or upon an Event of Nonappropriation the City shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate. The Trustee shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Projects as trustee for the benefit of the Bondholders of the Bonds and the Trustee shall be further entitled to all moneys then on hand and being held in all funds created under the Indenture, less any moneys then due and owing to the Trustee for services performed as trustee thereunder. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided

herein shall be held by the Trustee under the Indenture for the benefit of the Bondholders as set forth in said Indenture until the principal of, premium, if any, and interest on the Bonds are paid in full and other amounts payable under the Indenture are paid in full and other amounts payable under the Indenture are paid and any excess shall thereafter be paid to the City.

Section 6.7. Application of Base Rentals, Additional Rentals and Purchase Option Price. All Base Rentals, the Additional Rentals specified in subsections (a), (b), (c), (j) and (i) of Section 6.3 hereof, and, if paid by the City, the Purchase Option Price shall be paid to the Trustee for application in accordance with the Indenture.

Section 6.8. Request for Appropriation. During the Lease Term, the City covenants and agrees as follows:

(a) (i) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the City in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any and all City Funds then legally available for such purpose), to pay the Base Rentals and reasonably estimated Additional Rentals (calculated pursuant to Section 6.3 hereof) for the Projects during the next succeeding Renewal Term, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the City for its consideration seeks an appropriation of City Funds sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under the Uniform Fiscal Procedures Act for Utah Cities, Title 10, Chapter 6, Utah Code Annotated 1953, as amended (the "Uniform Fiscal Procedures Act"). The City has made the necessary appropriations for the fiscal year commencing July 1, 1998. The next such inclusion in the City's annual tentative budget shall be made under applicable law prior to the fiscal year commencing July 1, 1999, so that the Base Rentals and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the City shall be made in each fiscal year thereafter so that the Base Rentals and Additional Rentals to be paid during the succeeding Renewal Term will be available for such purposes as long as the governing body of the City determines to approve such amount in the final budget as adopted.

(b) To effect the covenants set forth in (a) above, the City hereby directs its "budget officer" (as such term is defined in the Uniform Fiscal Procedures Act), or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the City, in any year in which this Master Lease is in effect, items for all payments

required for the ensuing Renewal Term under this Master Lease. It is hereby expressed as the intention of the City that the decision to renew or not to renew the term of this Master Lease is to be made solely by the governing body of the City at the time it considers for adoption of the final budget for each of its fiscal years and corresponding Renewal Terms hereunder, and not by any official of the City, acting in his or her individual capacity as such. In this connection, the City hereby covenants and agrees that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Base Rentals or Additional Rentals without the express prior approval of the governing body of the City.

## ARTICLE VII

## ACQUISITION AND CONSTRUCTION OF PROJECTS

Section 7.1. Agreement to Acquire and Construct the Projects. The City and the Authority agree that the Authority shall cause the Projects to be acquired and constructed as herein provided, all of which construction, shall be made in accordance with the plans and specifications for such Projects as approved by the City. The City hereby agrees that in order to effectuate the purposes of this Master Lease, it authorizes on behalf of the Authority, to make, execute, acknowledge and transmit any other contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the carrying out and furtherance of the acquisition and construction of the Projects.

The Authority agrees to carry out or to cause to be carried out the acquisition, construction and equipping of any Project through the application of moneys to be disbursed from the Construction Fund by the Trustee utilizing a requisition request complying with the requirements of Section 7.3 herein.

The Authority agrees to cause all Projects to be constructed with all reasonable dispatch, subject only to delays caused by Force Majeure excepted.

The City hereby covenants, to the extent permitted by applicable law, to use all legally available funds and to seek additional legally available funds to the extent necessary to complete the acquisition, construction and equipping of any Project as herein required, or to make certain design changes in such Projects to the extent necessary to complete the acquisition, construction and equipping of such Project with moneys then available for such purposes in the Construction Fund.

Section 7.2. Application of Proceeds of Series 1999 Bonds. The proceeds from the sale of the Series 1999 Bonds shall be applied as set forth in the First Supplemental Indenture.

Section 7.3. Disbursements From the Construction Fund. The Authority has in the Indenture authorized and directed the Trustee to make payments from the Construction Fund under the Indenture to pay the Costs of Acquisition and Construction of the Projects. So long as no Event of Nonappropriation or Event of Default has occurred and is continuing, the Trustee is hereby authorized to disburse the amounts on deposit in the Construction Fund, as provided herein.

Such payments shall be made upon receipt by the Trustee of a requisition in substantially the form attached hereto as Exhibit "B" and signed by the City Representative. Notwithstanding anything herein to the contrary, the Trustee shall have the right to conduct a physical inspection of the Project being acquired or constructed prior

to making any such disbursement pursuant to a written requisition, which physical inspection shall take place no later than five days after the City Representative submits each written requisition.

Section 7.4. Furnishing Documents to the Trustee. The Authority and the City agree to cause such requisitions to be directed by the City to the Trustee as may be necessary to effect payments out of the Construction Fund in accordance with Section 7.3 of this Master Lease.

Section 7.5. Establishment of Completion Date; Disbursement of Balance of Construction Fund. The Completion Date with respect to any one Project shall be evidenced to the Trustee by a certificate signed by the City Representative and the Authority Representative stating that, except for amounts retained by the Trustee at the direction of the Authority for any Costs of Acquisition and Construction not then due and payable, (i) the acquisition, construction, installation and improvement of such Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition, construction, installation and improvement have been paid for, (ii) all other facilities necessary in connection with such Project have been constructed, acquired and installed to their satisfaction, (iii) such Project is suitable and sufficient for its intended purposes, and (iv) all costs and expenses incurred in the acquisition, construction and equipping of such Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Trustee shall retain in the applicable Construction Fund account an aggregate sum equal to the amount estimated by the City Representative and the Authority Representative to be necessary for payment of the Cost of Acquisition and Construction not then due and payable. All moneys then on hand in such Construction Fund account in excess of the amount to be retained shall be transferred by the Trustee to the Bond Fund to be used by the Trustee as provided in the related Supplemental Indenture.

Section 7.6. Construction Contracts. The City must certify that each Construction Contract executed in connection with a Project must provide that, upon an Event of Nonappropriation or an Event of Default, the Construction Contract will be fully and freely assignable to the Trustee without the consent of any other person; and that, if the Construction Contract is assumed by the Trustee, the Contractor will perform the agreements contained in the Construction Contract for the Trustee. Each Construction Contract must also provide that, upon an Event of Nonappropriation, an Event of Default or damage to, or destruction or condemnation of, the Project as described in Section 10.1 hereof, the Trustee may terminate such Contract, and the contractor shall then be entitled to payment only from amounts available therefor in the Construction Fund and only for work done prior to such termination. The City agrees that upon the occurrence of an Event of Nonappropriation or an Event of Default and upon receipt of a written request from the Trustee, it will assign to the Trustee all of its right, title and interest in and to all

Construction Contracts and other Project documents. Each Construction Contract shall be for a fixed price and shall require the contractor to provide 100% payment and performance bonds as provided in Section 7.8 hereof. In the event of any change order resulting in the performance of additional work in connection with the construction of the Project, the amount of such bonds pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project. The City shall have and keep on file and available for inspection by the Authority and the Trustee copies of the Project documents (except Project documents which are in the possession of the Trustee), as soon after the commencement of the Master Lease Term as such Project documents shall become available to the City and throughout the Master Lease Term.

Section 7.7. Defaults Under Construction Contracts. In the event of any material default under any construction contract, or in the event of a material breach of warranty thereunder with respect to any materials, workmanship or performance, the City and the Authority shall promptly proceed, either separately or in conjunction with others, to pursue diligently their remedies against the contractor in default and/or against each surety on any bond securing the performance of such construction contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees, Trustee's fees and costs) and, after reimbursement to the City or the Authority of any amounts theretofore paid by the City or the Authority and not previously reimbursed to the City or the Authority for correcting or remedying the default which gave rise to the proceedings against the contractor or surety, shall be paid into the applicable Construction Fund account if received before the Completion Date, and shall be used for Costs of Acquisition and Construction of the relevant Project, or, if after said date, at the direction of the Authority, shall be transferred by the Trustee into the Bond Fund created under the Indenture to pay principal and/or interest next coming due on the related Series of Bonds.

Section 7.8. Contractor's Performance and Payment Bonds. Each contractor retained by the City or the Authority in connection with the construction of a Project shall be required to furnish a performance bond and a labor and material payment bond on forms acceptable to the City. Such bond shall be made payable to the Trustee but retained by the City and shall be executed by a corporate surety licensed to transact business in the State and shall be in the full amount of the contract price for such contractor's portion of such Project. If, at any time during the construction of a Project, the surety on such bond shall be disqualified from doing business in the State, an alternate surety shall be selected with the approval of the Trustee and any costs therefore shall be paid by the City.

Section 7.9. Contractor's General Public Liability and Property Damage Insurance. Each contractor and subcontractor retained by the City or the Authority in connection with the construction of a Project shall be required to procure and maintain comprehensive general public liability and property damage insurance as applicable, at his

own cost and expense, in an amount that is consistent with prudent practice during the duration of such contractor's contract. Such policies shall carry loss payable endorsements in favor of the Trustee under the Indenture. Such insurance shall include a provision prohibiting cancellation or amendment without thirty (30) days' prior notice by certified mail to the Trustee. A certificate of insurance on a form acceptable to the Trustee shall be provided to the Trustee with respect to each contractor. Such insurance shall provide protection from all claims for bodily injury, including death, and all claims for destruction of or damage to the respective Project arising out of or in connection with such contractor's performance of his contract, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the contractor or such subcontractor. All limitations of liability contained in such insurance policy or policies and set forth on such certificate of insurance, and any exclusions provided therein, shall be approved by the City.

Section 7.10. Contractor's Builder's Risk Completed Value Insurance. Unless otherwise obtained by the City, each contractor and subcontractor retained by the City in connection with the construction of a Project shall be required to procure and maintain during the term of his contract and until such Project is accepted and insured by the Authority and the City, builder's risk completed value insurance upon the building, facilities or improvements constructed or to be constructed, in whole or in part, by such contractor or subcontractor, insuring against loss or damage caused by fire, malicious mischief, vandalism and such other hazards as may be insured against in the standard extended coverage provisions of such policies used in the State. Such policies shall contain a waiver of subrogation by the issuer of each such policy with respect to the Trustee under the Indenture. Such policies may contain deductible amounts of not more than the amount that is then customary for such policies. Copies of such insurance policies, or certificates with respect thereto, shall be provided to the Trustee. Such insurance coverage shall be in an amount at least equal to the contract price for such contractor's or subcontractor's work. In the event of any change order resulting in the performance of additional work in connection with a Project, the amount of such insurance shall be increased to include the cost of such additional work, as well as materials and fixtures to be incorporated in such Project.

Such builder's risk completed value insurance policies shall carry loss payable endorsements in favor of the Trustee under the Indenture. No agency or employee of the City or the Authority shall have the power to adjust or settle any loss with respect to a Project without the prior written consent of the Trustee. Such insurance shall contain provisions prohibiting cancellation or amendment without thirty (30) days' prior written notice to the Authority and the Trustee.

Section 7.11. Contractor's Worker's Compensation Insurance. Each contractor and subcontractor retained in connection with the construction of a Project shall be required to procure and maintain worker's compensation insurance during the term of his contract as required by the laws of the State, covering his employees working thereunder,

which coverage shall also include occupational disease. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled or amended without thirty (30) days' prior written notice to the City. A certificate issued by the worker's compensation insurance fund of the State indicating such coverage or, if such insurance is provided by a private carrier, a completed certificate of insurance shall, upon request, be provided to the Trustee with respect to each contractor and subcontractor retained in connection with the construction of a Project. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such contract shall be required to furnish similar worker's compensation insurance, including occupational disease coverage.

Section 7.12. Proceeds of Certain Insurance Policies and Performance Bonds. The Net Proceeds of any performance or payment bond or insurance policy required by Sections 7.8, 7.9 and 7.10 of this Master Lease shall be deposited with the Trustee and applied as provided in Section 10.2 of this Master Lease and Section 5.16 of the General Indenture.

Section 7.13. Investment of Construction Fund, Bond Fund, Rebate Fund and Debt Service Reserve Fund Moneys. Subject to the provisions of Article VI of the Indenture, any moneys held as a part of the Construction Fund, the Bond Fund, the Debt Service Reserve Fund or the Rebate Fund or any other fund created under the Indenture shall be invested and reinvested by the Trustee upon the written direction of the City in Investment Obligations as defined in the Indenture.

The Trustee may make any and all such investments through its own bond department. All such investments shall at all times be a part of the fund (the Construction Fund, the Bond Fund, the Debt Service Reserve Fund, the Rebate Fund or such other fund, as the case may be) from where the moneys used to acquire such investments shall have come, and all income and profits on such investments shall be credited to, and losses thereon shall be charged against, such funds, provided, however, that any moneys held in the Debt Service Reserve Fund in excess of its Debt Service Reserve Requirement as set forth in the Indenture shall be transferred to the Bond Fund. The Trustee shall not be liable or responsible for making any investment or for any loss resulting therefrom, if such investment is made in conformity with this Master Lease and the Indenture.

## ARTICLE VIII

## TITLE TO THE PROJECTS; SECURITY INTEREST

Section 8.1. Title to the Projects. A fee simple interest or leasehold interest, as applicable, in the site of the Projects and title to the Projects and any and all additions, repairs, replacements or modifications thereto, shall be held in the name of the Authority, subject to Permitted Encumbrances, at all times until conveyed to the City as provided in Section 12.1 of this Master Lease. The City shall not have any right, title or interest in a Project or any additions, repairs, replacements, modifications or fixtures thereto except as expressly set forth herein.

Section 8.2. Security Interest. To secure the payment of all of the obligations of the Authority under the Indenture, the Authority shall grant to the Trustee a security interest in the Projects and the Base Rentals received by the Authority under this Master Lease. Upon execution of this Master Lease, the City, and the Authority agree that the Authority shall execute the Security Documents and the Indenture. The Authority agrees that the Authority Representative shall, on its behalf, execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to the Authority and the Trustee, which the Authority or the Trustee reasonably deems necessary or advisable to establish and maintain the security interests to be granted pursuant to this Section 8.2. Such financing statements shall be filed in the office of the Division of Corporations and Commercial Code of the State and recorded in the office of the County Recorder of the County where the City is located. The Authority, the City, and the Trustee shall execute from time to time such continuation statements as will be necessary to preserve and protect the security interest granted under the provisions in this Section 8.2.

## ARTICLE IX

## MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1. Maintenance of the Projects by the City. The City shall, at its own expense from available City Funds, operate, manage, keep and maintain the Projects (or cause the Projects to be operated, managed, kept and maintained) in good working order, condition and repair, including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of: (1) any federal, state, county, municipal, or other governmental or quasi-governmental agencies and bodies having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and (3) all insurance companies insuring all or any part of the Projects. The foregoing shall not be construed to prohibit the City from challenging the validity or applicability of such laws, rules, ordinances, orders and regulations and to defer compliance until the challenge has been completed.

It is understood and agreed that in consideration of the payment by the City of the Base Rentals and Additional Rentals herein provided for, the Authority is only obligated to provide the Projects in the manner, at the times and to the extent herein provided, and neither the Authority, the Trustee nor any owner of any Bond shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Projects during the term of this Master Lease.

Without limiting the generality of the foregoing, the City shall, as if the City were the absolute owner thereof, assume all responsibility for the Projects (including all surfaces of the buildings and entrances thereto, foundations, ceilings, roof, all glass and show window moldings and all partitions, doors, fixtures, equipment, and appurtenances thereto, including lighting and plumbing systems and fixtures, sewage facilities, electric motors and heating, ventilating and air-conditioning systems, and all landscaping, parking lots, driveways, fences and signs located on the sites where the Projects are located and all sidewalks and parkways located adjacent to the sites where the Projects are located) and pay all costs or cause the payment of all costs of any kind (including operating costs and costs of repair, whether of a capital nature or otherwise) associated therewith.

Section 9.2. Modification of the Projects. The City shall have the privilege of remodeling any Project or making substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to this Master Lease, the Indenture and the Security Documents, and shall also be included under the terms hereof and thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage such Project or cause it to be used for purposes other than those authorized under the provisions of this

Master Lease, and the Constitution and laws of the State; and provided, however, that such Project, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Article IX shall be of a fair rental value not less than the fair rental value of such Project immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. The City shall not permit any mechanic's or other lien to be established or remain against the Projects for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the City; provided, however, that if the City shall first notify the Trustee of the intention of the City so to do, the City may in good faith contest any mechanic's or other lien filed or established against the Projects, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the City that, in the opinion of Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Indenture and the Security Documents will be materially endangered or the Projects or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Trustee will cooperate fully with the City in any such contest, upon the request and at the expense of the City. Any property for which a substitution or replacement is made pursuant to this Section 9.2 may be disposed of by the City in any manner and in the sole discretion of the City.

Section 9.3. Taxes, Other Governmental Charges and Utility Charges. In the event that a Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against such Project, an Additional Rental, from and to the extent of City Funds, shall be paid, or cause to be paid, by the City equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the City is obligated to pay Base Rentals. The City shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Authority) on the rentals and revenues derived therefrom or hereunder. The City shall also pay, or shall cause to be paid, as Additional Rentals, from and to the extent of available City Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

As long as the City is in possession of the Projects and except as otherwise provided herein, it shall keep it free and clear of all liens, charges and encumbrances (except Permitted Encumbrances and any encumbrances arising through the Authority) and

shall have the responsibility for all management, operations, maintenance and repair of the Projects. The City in its discretion may discharge its responsibility hereunder by: (1) using its own employees; or (2) contracting for services; or (3) subleasing portions of the Projects, subject to the provisions of this Master Lease and the Indenture; or (4) any combination of such methods. No such contract or sublease shall place a greater burden on the Authority than provided herein, nor infringe upon rights granted to or retained by the Authority hereunder, nor violate or in any way impair the Authority's obligations under the Indenture or any other instrument, if any, securing any debt or borrowings by the Authority, all or substantially all the proceeds of which are to be used to finance Projects.

The City may, at the expense and in the name of the City, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom provided the City shall first deposit with the Trustee, or in court, a bond or other security satisfactory to the Trustee pursuant to the Security Documents unless the Trustee shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Indenture and the Security Documents will be materially endangered or the Projects or any portion thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith. In the event that the City shall fail to pay any of the foregoing items required by this Section 9.3 to be paid by the City, the Trustee may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at a rate per annum equal to the Base Rate, the City agrees to pay from and to the extent of available City Funds.

Section 9.4. Provisions Respecting Insurance. The City agrees to insure or cause to be insured the Projects against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Projects. The term "full insurable value" as used herein shall mean the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the principal amount of all Bonds then Outstanding of the Series which financed said Project (or applicable portions thereof in case said Series of Bonds financed more than one Project). Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Projects but other properties in the amounts required by the previous sentence.

Any insurance policy issued pursuant to the preceding paragraph of this Section 9.4 shall be so written or endorsed as to make losses, if any, payable to the Trustee. The Net Proceeds of the insurance required in this Section 9.4 shall be applied as provided in

Section 10.2 hereof or, at the option of the City, Section 10.3 hereof. Each insurance policy provided for in Section 9.4 hereof shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the City, the Authority or the Trustee without first giving written notice thereof to the City, the Authority and the Trustee at least thirty (30) days in advance of such cancellation or modification. Copies of all insurance policies issued pursuant to this Section 9.4 or Section 9.5 hereof, or certificates evidencing such policies, shall be deposited with Trustee.

Section 9.5. Public Liability Insurance. The City agrees to carry or cause to be carried public liability insurance with one or more reputable insurance companies in amounts that are typically carried by governmental entities of the same size as the City for property damage for any occurrence. In the event that the limits on governmental liability established by Section 63-30-34, Utah Code Annotated 1953, as amended, are increased, the amounts required by this Section 9.5 shall be deemed to be increased to such higher amounts. If self-insurance is not utilized, the Authority and the Trustee shall be made additional insureds under such policies. The insurance required by this Section 9.5 may be by blanket insurance policy or policies or self-insurance meeting the following requirements: (i) such program must provide for disbursements therefrom without action (other than a ministerial action) of the governing body of the City and (ii) such program shall be reviewed at least annually by an actuarial consultant (including professional staff of the City), to insure that the reserves established are sufficient for the risks intended to be covered by such program. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority and the Trustee.

Section 9.6. Worker's Compensation Coverage. At all times from the date hereof until the end of the Lease Term, the City shall, either by a policy of insurance or by self-insurance, maintain or cause to be maintained worker's compensation coverage with respect to officers, agents and employees of the City working in, on or about the Projects, including coverage for occupational diseases.

Section 9.7. Advances. In the event the City shall fail to maintain the full insurance coverage required by this Master Lease or to keep the Projects in good repair and operating condition, the Trustee may take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; which amounts, together with interest thereon at a rate per annum equal to the Base Rate, the City agrees to pay, from and to the extent of available City Funds.

Section 9.8. Failure to Provide Insurance. In the event the Authority is required under Security Documents to reimburse the Trustee for any insurance policies required by this Article, the City will promptly pay directly to the Trustee all premiums for said insurance, and until payment is made by the City therefor, the amount of all such premiums which have been paid by the Trustee shall bear interest at the Base Rate. The

City shall, upon the Authority's reasonable request, deposit with the Trustee in monthly installments an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Article. The City further agrees, upon the Authority's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to the Trustee. If at any time and for any reason the funds deposited with the Trustee are or will be insufficient to pay such amounts as may then or subsequently be due, the Authority shall notify the City and the City shall immediately deposit an amount equal to such deficiency with the Trustee.

Section 9.9. Evidence and Notice Regarding Insurance. Evidence of the insurance required by Sections 9.4 and 9.5 hereof shall be provided by the City to the Trustee annually on or before the anniversary date of issuance of the Series of Bonds which financed the applicable Project. Unless self-insurance is provided, policies providing said insurance shall require that notice of cancellation of any said insurance must be furnished to the Trustee by the insurance carrier thirty (30) days in advance of cancellation.

## ARTICLE X

## DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.1. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Projects or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Projects or any material portion thereof or the Projects or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of a Project shall become apparent; or (iv) title to or the use of all or any material portion of the Projects shall be lost by reason of a defect in title thereto, the City shall be obligated, subject to the provisions of Section 10.3 of this Master Lease, to continue to pay the amounts specified in Sections 10.2, 6.2 and 6.3 of this Master Lease regardless of whether said Project or Projects shall have been accepted.

Section 10.2. Obligation of the City to Repair and Replace the Project. Subject to the provisions of Section 10.3 of this Master Lease, the City, the Authority, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to a Project or Projects to be deposited in the Construction Fund if received before the Completion Date and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of said Project or Projects by the City upon receipt of a requisition acceptable to the Trustee signed by the City Representative, stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Construction Fund or separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation; and (v) such other documents and information as the Trustee requires. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the applicable Series of Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund or separate trust fund shall be paid to the City. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the City shall, from and to the extent of available City Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any

payments pursuant to the provisions of this Section 10.2, the City shall not be entitled to any reimbursement therefor from the Authority, the Trustee or the Bondholders of the Bonds nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under Sections 6.2 and 6.3 of this Master Lease. The City further agrees that any repair, restoration, modification or improvement paid for in whole or in part from such Net Proceeds shall be subject to the security afforded by the Indenture, this Master Lease and the Security Documents, and shall be included under the terms hereof.

Section 10.3. Covenant to Seek Appropriation of Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair and Replace the Projects. In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of a Project or Projects required under Section 10.2 of this Master Lease, the appropriate budget officers of the City shall, within 30 days of notice of such insufficiency, seek an appropriation from the City Council of the City for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace said Project or Projects under Section 10.2 of this Master Lease may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals hereunder with respect to said Project or Projects, and possession of said Project or Projects as well as all rights created pursuant to this Master Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to said Project or Projects (except for moneys held in the Rebate Fund and held for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the applicable Series of Bonds. Thereafter, the Authority's interest in said Project or Projects may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture, Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the applicable Series of Bonds on the next succeeding redemption date. Such redemption of the applicable Series of Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture.

Section 10.4. Cooperation of the Authority and the Trustee. The Authority and the Trustee shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Master Lease and in the prosecution or defense of any

prospective or pending condemnation proceeding with respect to a Project or Projects or any portion thereof or any property of the City in connection with which said Project or Projects is used and will, to the extent it may lawfully do so, and shall permit the City to litigate in any proceeding resulting therefrom in the name and behalf of the Authority and the Trustee. In no event will the Authority or the Trustee voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding or any part thereof without the written consent of the City Representative.

Section 10.5. Condemnation of Property Owned by the City. The City shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Projects.

## ARTICLE XI

## DISCLAIMER OF WARRANTIES; COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 11.1. Disclaimer or Warranties. NEITHER THE AUTHORITY NOR THE TRUSTEE MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECTS OR ANY OF THE EQUIPMENT OR FIXTURES THEREIN OR ANY OTHER REPRESENTATION OR WARRANTY. In no event shall the Authority or the Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Master Lease or the existence, furnishing, functioning or the use by the City of any item, product or service provided for herein.

Section 11.2. Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Projects hereby leased or intended so to be or for carrying out the intention hereof.

Section 11.3. City and Authority Representatives. Whenever under the provisions hereof the approval of the City or the Authority is required, or the City or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the City by the City Representative and for the Authority by the Authority Representative, and any party hereto and the Trustee shall be authorized to act on any such approval or request.

Section 11.4. Requirements of Law. During the Lease Term, the City and the Authority shall observe and comply promptly with all current and future laws, ordinances, orders, rules and regulations as the same become effective, of the federal, state, county and city governments and of all courts or other governmental authorities having jurisdiction over the Projects or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Projects, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Projects or any portion thereof, whether the same are in force at the commencement of the Lease Term or may in the future be passed, enacted or directed.

Section 11.5. Inspection of the Projects. The City and the Authority agree that the Trustee and their duly authorized agents shall have the right at all reasonable times to enter upon the Projects and to examine and inspect the same. The Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine the books,

records, reports and other papers of the City and the Authority with respect to the Projects.

Section 11.6. Granting of Easements and Releases. As long as no Event of Nonappropriation or an Event of Default with respect to the Projects shall have happened and be continuing, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any property or rights included in this Master Lease and the Indenture, free from the security interest afforded by or under this Master Lease, the Indenture and the Security Document or the City may release portions of the sites on which a Project or Projects is located or existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the Authority agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver, any instrument necessary or appropriate to confirm and grant or release such portion of the Project site or any such easement, license, right of way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the City Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of such Project or Projects or any material portion thereof; and (iii) an opinion of counsel to the City that such grant or release will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated hereby or under this Master Lease, the Indenture or the Security Documents.

Section 11.7. Refunding Bonds. Refunding Bonds may be issued by the Authority in accordance with the provisions of Section 2.13 of the General Indenture and with a corresponding effect on the Base Rentals and Additional Rentals due under this Master Lease as provided in Section 4.4 hereof.

Section 11.8. Issuance of Additional Bonds. Additional Bonds may be issued by the Authority in accordance with the provisions of Section 2.14 of the General Indenture and with a corresponding effect on the Base Rentals and Additional Rentals due under this Master Lease as provided in Section 4.4 hereof.

## ARTICLE XII

## CONVEYANCE OF THE PROJECTS

Section 12.1. Conveyance of the Projects.

(a) The Authority's right and interest in and to all of the Projects shall be transferred, conveyed and assigned by the Authority to the City:

(i) Upon payment by the City of the then applicable Purchase Option Price and upon giving not less than thirty (30) days prior written notice to the Authority and the Trustee; or

(ii) Upon payment by the City of all Base Rentals and Additional Rentals required to be paid under this Master Lease during the Original Term and each of the Renewal Terms; or

(iii) Upon the discharge of the lien of the Indenture under Article VIII thereof.

Under the Indenture, the Trustee shall agree to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Indenture or the Security Documents upon the payment in full of all of the Bonds.

(b) The City understands that the Purchase Option Price may be revised from time to time based on certain redemptions of Bonds (other than mandatory sinking fund redemptions or the issuance of any Additional Bonds or Refunding Bonds authorized under the Indenture. In the event the City so elects to purchase all of the Projects as provided herein, the City hereby agrees to pay such applicable Purchase Option Price (together with the other amounts constituting the purchase price for the Projects as provided herein) as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the Bonds or the issuance of Additional Bonds or Refunding Bonds. Nothing herein shall be construed to create any obligation of the City to purchase the Projects.

Section 12.2. Release of a Project Upon Payment of Related Series of Bonds. In addition to the purchase option set forth above, the City is hereby granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under this Master Lease, a Project may be released from the lien created with respect to the Bonds and the Indenture and this Master Lease and transferred to the City (subject to Permitted Encumbrances and liens and encumbrances resulting from the failure

of the City to perform or observe the agreements on its part contained in this Master Lease or otherwise consented to by the City), if (i) the City shall deposit with the Trustee the Purchase Option Price for such Project; and (ii) there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of such Project will not adversely affect the excludability of interest on the Bonds from federal gross income of the owners thereof, if applicable. The City shall be obligated to pay all costs of the Trustee and the Authority in providing for the transfer and release of any Project or portion thereof.

Section 12.3. Conveyance on Purchase of Projects. At the closing of any purchase of any or all of the Projects pursuant to the option to purchase granted in this Master Lease, the Authority shall, upon receipt by the Trustee of the Purchase Option Price, or upon the payment by the City of all Base Rentals and Additional Rentals required, or upon discharge of the lien of the Indenture as the case may be, deliver to the City the following:

(a) If necessary, a release by the Trustee of the lien under the Indenture and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by this Master Lease with respect to the Project or Projects to be released, the Indenture and the Security Documents.

(b) All necessary documents conveying to the City good and marketable title to the Project or Projects to be released as it then exists subject to the following: (i) the right, title and interest of the City in such Project or Projects; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Master Lease; and (iv) Permitted Encumbrances, other than the Indenture, this Master Lease, the Security Documents and any financing statements filed by the Authority pursuant to this Master Lease with respect to the Project or Projects to be released or the Indenture.

Section 12.4. Relative Position of Option and Indenture. The purchase option granted to the City in Section 12.1 hereof with respect to all of the Projects shall be and remain prior and superior to the Indenture and may be exercised whether or not an Event of Nonappropriation or an Event of Default shall have occurred and be continuing hereunder or under the Indenture; provided, however, that such option must be exercised before the later of (i) ninety days after notification in writing by the Trustee to the City of the occurrence of an Event of Default under the Indenture, or (ii) the ultimate disposition of the Project or Projects upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the City must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Nonappropriation.

## ARTICLE XIII

## ASSIGNMENT, SUBLEASING, INDEMNIFICATION AND SELLING

Section 13.1. The Authority to Grant Security Interest to Trustee. The parties hereto agree that pursuant to the Indenture, the Authority shall assign to the Trustee, in order to secure payment of the Bonds, all of the Authority's right, title and interest in this Master Lease, except the Authority's rights to compensation from the City for expenses of the Authority under Section 6.3(d) of this Master Lease, the Authority's rights to indemnification from the City under Section 13.3 of this Master Lease and the obligation of the City to pay any attorneys' fees and expenses incurred by the Authority under Section 14.5 of this Master Lease.

Section 13.2. Assignment and Subleasing by the City. This Master Lease may not be assigned by the City for any reason. All or portions of a Project may be subsequently subleased by the City without the necessity of obtaining the consent of the Authority, the Trustee or any Bondholder; subject, however, to each of the following conditions:

(a) a Project may only be subleased to a municipality, school district, agency or other political subdivision of the City or the State, or to a private party if the Authority or the City intends to own such Project through the useful life of such Project, and the Authority or the City determines that such ownership of such Project furthers a legitimate public purpose;

(b) this Master Lease and the obligations of the City to make payment of Base Rentals and Additional Rentals under this Master Lease shall at all times during the Lease Term remain obligations of the City notwithstanding any sublease;

(c) The City shall, prior to the execution of a sublease, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of each sublease;

(d) any such sublease shall be expressly subordinate to the rights of the Trustee and the Bondholders under the Indenture, this Master Lease and the Security Documents; and

(e) receipt by the Trustee of an opinion of bond counsel to the effect that such sublease will not in and of itself cause interest on the Bonds issued to finance such Project to be included in gross income of the owners thereof (if such Bonds were issued bearing tax-exempt interest).

After an Event of Nonappropriation or an Event of Default and the foreclosure of the security afforded under this Master Lease, the Indenture or the Security Documents, the Trustee may collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees.

Section 13.3. Release and Indemnification Covenants. To the extent of the Net Proceeds of the insurance coverage of the City, the City shall and hereby agrees to indemnify and save the Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from any work or thing done on, the Projects during the Lease Term from: (i) any condition of the Projects; and (ii) any act or negligence of the City or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. the City shall indemnify and save the Authority and the Trustee harmless, from and to the extent of available moneys as set forth above, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Authority or the Trustee, shall defend them or either of them in any action or proceeding.

In exchange for the City's agreement to indemnify the Trustee and the Authority as provided in this Section 13.3, the Authority and Trustee hereby agree to assert or reassign to the City any cause of action that they might individually or as a group have against any third parties for the benefit of the City. Furthermore, in no event will the Authority or Trustee voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Projects without the written consent of the City Representative.

Section 13.4. References to Bonds Ineffective After Bonds Paid. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and all fees and charges of Trustee, all references in this Master Lease to said Bonds and Trustee shall be ineffective and neither the Trustee nor the Bondholders shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested.

Section 13.5. Installation of the Furnishings and Machinery of the City. The City or any sublessee of the City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in a Project or Projects. All such machinery, equipment and other tangible property, except any machinery, equipment and other tangible property substituted for machinery, equipment and tangible property purchased with proceeds of the Bonds as provided in Section 13.6 hereof, shall remain the sole property of the City or sublessee of the City, in which neither the Authority nor the Trustee shall have any interest and may be removed by the City or sublessee of the City at any time; provided, however, that the City or sublessee of the City shall be obligated to repair any damage to the Project or Projects, at its own cost and expense, resulting from any such removal.

Section 13.6. Equipment Purchased with Proceeds of the Bonds. Any item of equipment shall be labeled, to the extent practicable, to indicate that it is owned by the Authority, subject to the Indenture, the Security Documents and this Master Lease. Equipment financed with proceeds of the Bonds may not be relocated by the City from the Projects. Any item of such equipment which shall be determined by the City to be no longer usable in connection with the operation of the Projects may be sold by the City after written notice to the Trustee and upon (i) substitution of equipment of comparable or greater value or (ii) deposit of the proceeds thereof in the Bond Fund. Upon any such sale, the equipment so sold shall be released from the Indenture, this Master Lease, the Security Documents and the security interest created thereunder and hereunder.

## ARTICLE XIV

## EVENTS OF DEFAULT AND REMEDIES

Section 14.1. Events of Default Defined. Any one of the following shall be an "Event of Default" under this Master Lease:

(a) Failure by the City to pay any Base Rentals or Additional Rentals required to be paid under Sections 6.2 and 6.3 of this Master Lease at the time specified therein, in the absence of an Event of Nonappropriation, for a period of five days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee or, in any event, a failure by the City to make such payments within fifteen days after the date on which they are due; or

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not unreasonably withhold their consent to an extension of such time if corrective action shall be instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(c) The City shall abandon any material portion of a Project; or

(d) The City's interest in this Master Lease or any part thereof shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted hereunder; or

(e) The City shall file any petition or institute any proceedings wherein or whereby the City seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or seeks a reorganization or a readjustment of the City's debts, or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the City and the same shall not have been dismissed or otherwise resolved in favor of the City within sixty days from the filing or institution thereof.

The foregoing provisions of this Section 14.1 are subject to the following limitations: (i) the obligations of the City to make payments of the Base Rentals and Additional Rentals as provided in Sections 6.2 and 6.3 of this Master Lease shall be subject to the occurrence of an Event of Nonappropriation; and (ii) if, by reason of Force Majeure, the City shall

be unable, in whole or in part, to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Article VI hereof, the City shall not be deemed in default during the continuance of such inability. the City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City.

Section 14.2. Remedies on Default. Whenever any Event of Default referred to in Section 14.1 of this Master Lease shall have happened and be continuing, subject to the limitations contained in the Indenture, the Trustee or the Authority with the written consent of the Trustee, shall have the right, at their or its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Immediately reenter and take possession of the Projects;

(b) Exercise any rights or remedies as the Trustee may have under the Security Documents; or

(c) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Project, including, without limitation, the right to terminate the Lease Term.

The obligation of the City to vacate the Projects as provided in Section 6.6 of this Master Lease shall also apply to an Event of Default. Any moneys collected pursuant to action taken under this Section 14.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Section 14.3. Limitations on Remedies. No judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under this Master Lease, except as expressly provided herein. In the event the security interest created under the Indenture, this Master Lease or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default or an Event of Nonappropriation, no deficiency judgment may be entered against the City or the Authority.

Section 14.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority and the Trustee is intended to be exclusive, 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. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised

from time to time and as often as may be deemed expedient. In order to entitle the Authority and the Trustee to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 14.5. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the City under this Section 14.5 shall be subject to the availability of City Funds and the obligation of the Authority shall be limited to amounts legally available therefor.

Section 14.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE XV

## MISCELLANEOUS

Section 15.1. Lease Term. This Master Lease shall remain in effect from the date hereof until the termination of the Lease Term as provided in Section 4.2 of this Master Lease.

Section 15.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, the Municipal Building Authority of Hurricane City, Utah, 147 North 870 West, Hurricane City, Utah, Attention: Secretary; if to the City, Hurricane City, Utah, 147 North 870 West, Hurricane City, Utah, Attention: City Recorder; if to the Trustee, Zions First National Bank, 10 East South Temple, 3rd Floor, Salt Lake City, Utah, Attention: Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Authority or the City shall also be given to the Trustee. The Authority, the City, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.3. Binding Effect. This Master Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in Sections 2.2(f) and 13.2 of this Master Lease.

Section 15.4. Severability. In the event any provision of this Master Lease (other than the obligation of the City to pay Base Rentals or Additional Rentals) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and in the event any provision of this Master Lease were to invalidate the Bonds, such provision shall be rendered invalid and unenforceable, but shall not invalidate or render unenforceable any other provision hereof.

Section 15.5. Amounts Remaining in the Bond Fund and Debt Service Reserve Fund; Dissolution. It is agreed by the parties hereto that any amounts remaining in the Bond Fund and the Debt Service Reserve Fund upon expiration or sooner termination of the Lease Term, as provided in this Master Lease, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of Trustee and any paying agents in accordance with the Indenture and all other amounts due under the Indenture, shall belong to and be paid to the City by the Trustee as an overpayment of Base Rentals and Additional Rentals. Upon dissolution of the Authority, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and

payment in full of other obligations of the Authority, any assets and net earnings of the Authority shall be paid to the City in accordance with the Act.

Section 15.6. Amendments, Changes and Modifications. Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Master Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee in accordance with provisions of the Indenture.

Section 15.7. Execution in Counterparts. This Master Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.8. Net Lease. This Master Lease shall be deemed and construed to be a "net lease," and the City shall pay absolutely net during the Lease Term the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

Section 15.9. Applicable Law. This Master Lease shall be governed by and construed in accordance with the laws of the State.

Section 15.10. Captions. The captions or headings in this Master Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Master Lease.

Section 15.11. No Personal Liability. No person executing this Master Lease or any of the Bonds, the Indenture or the Security Documents shall be subject to personal liability or accountability by reason of such action or the issuance of the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Master Lease to be executed in its corporate name with its corporate seal hereunto affixed and attested by a duly authorized officer. The City has executed this Master Lease in its name with its seal hereunto affixed and attested by a duly authorized officer. All of the above occurred as of the date first above written.

MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

By _____
President

ATTEST AND COUNTERSIGN:

By _____
Secretary

(SEAL)
Municipal Building Authority of the City of Hurricane Utah
Corporate Seal

HURRICANE CITY, UTAH

By _____
Mayor

ATTEST AND COUNTERSIGN:

By _____
City Recorder

(SEAL)
CITY OF HURRICANE
CORPORATE
SEAL

In the County of Washington, State of Utah, on this 9th day of April, 1999, before me, the undersigned notary, personally appeared Douglas Turner and Clark R. Fawcett, the President and Secretary of the Municipal Building Authority of Hurricane City, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore of affirmed to me that their signatures are voluntary.

Michelle L Holmstead
Notary signature and seal

Notary Public
MICHELLE L. HOLMSTEAD
276 North 300 West
La Verkin, Utah 84745
My Commission Expires
March 1, 2002
State of Utah

In the County of Washington, State of Utah, on this 9th day of April, 1999, before me, the undersigned notary, personally appeared Douglas Turner and Clark R. Fawcett, the Mayor and City Recorder of Hurricane City, Utah, who are personally known to me or who proved to me their identities through documentary evidence to be the persons who signed the preceding document in my presence and who swore of affirmed to me that their signatures are voluntary.

Michelle L Holmstead
Notary signature and seal

Notary Public
MICHELLE L. HOLMSTEAD
276 North 300 West
La Verkin, Utah 84745
My Commission Expires
March 1, 2002
State of Utah

# EXHIBIT "A"

## DESCRIPTION OF 1997 PROJECT

The acquisition, construction and equipping of the following:

(a) A new city hall to house city council chambers and courtroom having approximately 8,800 square feet, including parking and landscaping.

(b) A junior Olympic size outdoor swimming pool including a brick building to house equipment, locker rooms and showers.

(c) An american legion size baseball field including lights and equipment.

(See Schedule "1" to EXHIBIT "A")

## DESCRIPTION OF 1999 PROJECT

The acquisition, construction and installation of certain storm drainage improvements including storage pond and drainage improvements located adjacent to the City's municipal golf course and on the property described in Schedule "2" to EXHIBIT "A".

index

SCHEDULE "1" to EXHIBIT "A"
of
Master Lease Agreement

PARCEL 1:

Beginning at a point North 0°05'41" East along the Section line 984.63 feet from the Southwest Corner of Section 26, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 0°05'41" East along the Section line, 1037.95 feet; thence South 89°46'19" East 526.64 feet; thence South 0°08'12" West 952.67 feet; thence South 10°48' West 236.11 feet; thence North 89°29'53" West 115.18 feet; thence South 71°43'00" West 113.83 feet; thence North 75°44'49" West 114.86 feet; thence North 0°05'41" West 156.28 feet; thence South 89°37'06" West 148.19 feet to the point of beginning.

PARCEL 2:

Beginning at a point on the North right of way line of Hurricane City 100 North Street, said point being South 89°52'10" East 1541.38 feet along the 1/4 Section Line, and North 00°07'50" East 45.50 feet from the West 1/4 Corner of Section 34, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°07'50" East 20.00 feet to the beginning of a 491.572 foot radius curve; thence Northeasterly, to the right, along the arc of said curve 165.54 feet, thru a central angle of 19°17'40"; thence North 19°25'30" East 450.23 feet; thence South 70°34'30" East 29.00 feet to the East Right of Way line of a purposed City Street; thence South 70°34'30" East 125.00 feet; thence North 19°25'30" East 75 feet; thence North 75°08'50" West 185.08 feet to a point on a 471 foot radius curve to the right (radius line bears North 75°08'50" West; Long chord bears South 17°08'20" West 37.576 feet); thence Southwesterly 37.59 feet along the arc of said curve; thence South 19°25'30" West 164.00 feet; thence North 70°34'30" West 156.28 fet; thence North 89°52'10" West 175.99 feet to the 1/16 line; thence North 00°00'48" East along the 1/16 line 122.44 feet to the South right of way line of a purposed street; thence South 88°07'50" West 68.19 feet to the point of curvature of a 329 foot radius curve to the right; thence Northerly 155.04 feet along the arc of said curve; thence North 64°52'10" West 146 feet to the point of curvature of a 86 foot radius curve to the left; thence along the arc of said curve 10.28 feet to the East line of the Lawrence Bailey property identified in Book 500, at Page 805 of Official Records; thence South 00°02'22" West 355.92 feet to the Southeast corner of the Steven Scott property; thence South 89°52'11" East 360.21 feet along the North line of the "Demille property" to the 1/16 line; thence South 00°01'24" West along the 1/16 line 393.66 feet to the North line of 100 North Street; thence South 89°52'10" East 220.22 feet to the point of beginning.

* * *

SCHEDULE "2" to EXHIBIT "A"
*of*
Master Lease Agreement

**PARCEL 1:**

Beginning at a point North 0°05'41" East along the Section line 984.63 feet from the Southwest Corner of Section 26, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 0°05'41" East along the Section line, 1037.95 feet; thence South 89°46'19" East 526.64 feet; thence South 0°08'12" West 952.67 feet; thence South 10°48' West 236.11 feet; thence North 89°29'53" West 115.18 feet; thence South 71°43'00" West 113.83 feet; thence North 75°44'49" West 114.86 feet; thence North 0°05'41" West 156.28 feet; thence South 89°37'06" West 148.19 feet to the point of beginning.

**PARCEL 2:**

Beginning at a point on the North right of way line of Hurricane City 100 North Street, said point being South 89°52'10" East 1541.38 feet along the 1/4 Section Line, and North 00°07'50" East 45.50 feet from the West 1/4 Corner of Section 34, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 00°07'50" East 20.00 feet to the beginning of a 491.572 foot radius curve; thence Northeasterly, to the right, along the arc of said curve 165.54 feet, thru a central angle of 19°17'40"; thence North 19°25'30" East 450.23 feet; thence South 70°34'30" East 29.00 feet to the East Right of Way line of a purposed City Street; thence South 70°34'30" East 125.00 feet; thence North 19°25'30" East 75 feet; thence North 75°08'50" West 185.08 feet to a point on a 471 foot radius curve to the right (radius line bears North 75°08'50" West; Long chord bears South 17°08'20" West 37.576 feet); thence Southwesterly 37.59 feet along the arc of said curve; thence South 19°25'30" West 164.00 feet; thence North 70°34'30" West 156.28 fet; thence North 89°52'10" West 175.99 feet to the 1/16 line; thence North 00°00'48" East along the 1/16 line 122.44 feet to the South right of way line of a purposed street; thence South 88°07'50" West 68.19 feet to the point of curvature of a 329 foot radius curve to the right; thence Northerly 155.04 feet along the arc of said curve; thence North 64°52'10" West 146 feet to the point of curvature of a 86 foot radius curve to the left; thence along the arc of said curve 10.28 feet to the East line of the Lawrence Bailey property identified in Book 500, at Page 805 of Official Records; thence South 00°02'22" West 355.92 feet to the Southeast corner of the Steven Scott property; thence South 89°52'11" East 360.21 feet along the North line of the "Demille property" to the 1/16 line; thence South 00°01'24" West along the 1/16 line 393.66 feet to the North line of 100 North Street; thence South 89°52'10" East 220.22 feet to the point of beginning.

**PARCEL 3:**

A portion of the Southeast 1/4 of Section 27, Township 41 South, Range 13 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the South 1/4 Corner of Section 27, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence North 89°50'41" East along the Section line 487.51 feet; thence North 968.51 feet to the point of beginning; thence North 00°26'44" West 186.57 feet; thence North 89°50'43" East 413.64 feet; thence South 00°23'26" East 264.51 feet; thence North 79°29'14" West 421.06 feet to the point of beginning.

* * *

# EXHIBIT "B"

## FORM OF REQUISITION

RE: Municipal Building Authority of Hurricane City, Utah Lease Revenue and Refunding Bonds, Series 1999 in the sum of $2,453,000

_____
_____
_____

You are hereby authorized to disburse from the Series _____ Construction Fund Subaccount with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

_____

AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED (bill or statement of account attached; partial release from all contractors, subcontractors and suppliers who have provided services or materials to the Series ____ Project attached): _____

_____

_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Construction Fund, has not been the basis for a previous withdrawal, constitutes a Cost of Acquisition and Construction of the Series ____ Project and will be used to acquire, purchase, construct, install or improve the Series Project.

There has not been filed or served upon the Authority or the City, notice of any lien, right to lien, attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in this Requisition, which has not been released or will not be released simultaneously with such payment, other than materialmen's or mechanics' liens accruing by operation of law which will not be released until final payment is made.

Performance, labor, materials, insurance, and other bonds as required in the Master Lease have been obtained by each contractor or subcontractor to whom payment is to be made pursuant to this Requisition.

HURRICANE CITY, UTAH

DATED: _____ By: _____

Its: _____

# SCHEDULE I

## BASE RENTAL PAYMENT SCHEDULE

| Date | Principal Component | Interest Rate | Interest Component | Total Requirements |
|---|---|---|---|---|
| November 15, 1999 | | | $80,730.20 | $80,730.20 |
| May 15, 2000 | $63,000.00 | 4.80% | 62,635.50 | 125,635.50 |
| November 15, 2000 | | | 61,123.50 | 61,123.50 |
| May 15, 2001 | 84,000.00 | 4.90 | 61,123.50 | 145,123.50 |
| November 15, 2001 | | | 59,065.50 | 59,065.50 |
| May 15, 2002 | 89,000.00 | 4.95 | 59,065.50 | 148,065.50 |
| November 15, 2002 | | | 56,862.75 | 56,862.75 |
| May 15, 2003 | 93,000.00 | 5.00 | 56,862.75 | 149,862.75 |
| November 15, 2003 | | | 54,537.75 | 54,537.75 |
| May 15, 2004 | 98,000.00 | 5.05 | 54,537.75 | 152,537.75 |
| November 15, 2004 | | | 52,063.25 | 52,063.25 |
| May 15, 2005 | 102,000.00 | 5.05 | 52,063.25 | 154,063.25 |
| November 15, 2005 | | | 49,487.75 | 49,487.75 |
| May 15, 2006 | 108,000.00 | 5.10 | 49,487.75 | 157,487.75 |
| November 15, 2006 | | | 46,733.75 | 46,733.75 |
| May 15, 2007 | 113,000.00 | 5.10 | 46,733.75 | 159,733.75 |
| November 15, 2007 | | | 43,852.25 | 43,852.25 |
| May 15, 2008 | 119,000.00 | 5.15 | 43,852.25 | 162,852.25 |
| November 15, 2008 | | | 40,788.00 | 40,788.00 |
| May 15, 2009 | 125,000.00 | 5.15 | 40,788.00 | 165,788.00 |
| November 15, 2009 | | | 37,569.25 | 37,569.25 |
| May 15, 2010 | 131,000.00 | 5.15 | 37,569.25 | 168,569.25 |
| November 15, 2010 | | | 34,196.00 | 34,196.00 |
| May 15, 2011 | 138,000.00 | 5.15 | 34,196.00 | 172,196.00 |
| November 15, 2011 | | | 30,642.50 | 30,642.50 |
| May 15, 2012 | 145,000.00 | 5.15 | 30,642.50 | 175,642.50 |
| November 15, 2012 | | | 26,908.75 | 26,908.75 |
| May 15, 2013 | 153,000.00 | 5.15 | 26,908.75 | 179,908.75 |
| November 15, 2013 | | | 22,969.00 | 22,969.00 |
| May 15, 2014 | 161,000.00 | 5.15 | 22,969.00 | 183,969.00 |
| November 15, 2014 | | | 18,823.25 | 18,823.25 |
| May 15, 2015 | 169,000.00 | 5.15 | 18,823.25 | 187,823.25 |
| November 15, 2015 | | | 14,471.50 | 14,471.50 |
| May 15, 2016 | 178,000.00 | 5.15 | 14,471.50 | 192,471.50 |
| November 15, 2016 | | | 9,888.00 | 9,888.00 |
| May 15, 2017 | 187,000.00 | 5.15 | 9,888.00 | 196,888.00 |
| November 15, 2017 | | | 5,072.75 | 5,072.75 |
| May 15, 2018 | 197,000.00 | 5.15 | 5,072.75 | 202,072.70 |

*All lease payments are subject to adjustment as provided in Section 2.3 of the First Supplemental Indenture.

# SIXTH AMENDMENT TO MASTER LEASE AGREEMENT

Dated as of [_____, 2026]

between

MUNICIPAL BUILDING AUTHORITY
OF HURRICANE CITY, UTAH

and

HURRICANE CITY, UTAH

Amending the Master Lease Agreement
Dated as of April 1, 1999.

SIXTH AMENDMENT TO MASTER LEASE AGREEMENT

This Sixth Amendment To Master Lease Agreement (the "Sixth Amendment") dated as of [_____, 2026], entered into by and between the MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH (the "Authority"), a nonprofit corporation duly organized, existing, and in good standing under the laws of the State of Utah, and HURRICANE CITY, UTAH (the "City"), a political subdivision and body politic under the laws of the State of Utah, amending and supplementing the Master Lease Agreement dated as of April 1, 1999 (referred to herein as the "Original Lease"), by and between the Authority, as lessor, and the City, as lessee, and made of record by a Notice of Master Lease Agreement recorded in the official records of the Washington County Recorder on April 19, 1999, in Book 1330, Pages 0006 through 0008, as previously amended and supplemented by the First Amendment to Lease, Second Amendment to Lease, Third Amendment to Lease, Fourth Amendment to Lease, and Fifth Amendment to Lease (each as defined below), made of record by a Notice of First Amendment to Lease Agreement recorded in the official records of the Washington County Recorder on August 11, 2000, in Book 1377, Pages 0018 through 0030, a Notice of Second Amendment to Lease Agreement, recorded in the official records of the Washington County Recorder on August 5, 2004, in Book 1665, Pages 0395-0397, Notice of Third Amendment to Lease Agreement, recorded in the official records of the Washington County Recorder on December 4, 2008 as Entry No. 20080045900, Notice of Fourth Amendment to Lease Agreement, recorded on February 26, 2010, as Entry No. 20100006217 and Notice of Fifth Amendment to Lease Agreement, recorded on April 12, 2013 as Entry No. 20130013367.

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of the Original Lease between the Authority and the City, and a General Indenture of Trust dated as of April 1, 1999, as heretofore supplemented (the "Original Indenture") by and between the Authority and Zions Bancorporation, National Association (formerly known as Zions First National Bank) a national banking association, as trustee (the "Trustee"), the Authority has previously issued its Lease Revenue Bonds, Series 2010 (the "Series 2010 Bonds"), which Series 2010 Bonds were previously issued to fund the acquisition of a parcel property (the "Series 2010 Project"), and its Lease Revenue Bonds, Series 2013 (the "Series 2013 Bonds"), which Series 2013 Bonds were issued to refund the City's Lease Revenue Bonds, Series 1999, Series 2004, and Series 2008; and

WHEREAS, the City and the Authority now desire to authorize the issuance and sale of the Authority's Lease Revenue Bonds, Series 2026 in the aggregate principal amount of $[PAR] (the "Series 2026 Bonds") to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (the "Series 2026 Project"), (b)[ fund any required deposits into a debt service reserve fund, if necessary,] and (c) pay costs associated with the issuance of the Series 2026 Bonds pursuant to a Seventh Supplemental Indenture of Trust dated as of [_____, 2026] (the "Seventh Supplemental Indenture" and together with the Original Indenture, as previously supplemented, the "Indenture"), by and between the Authority and the Trustee; and

WHEREAS, the City has leased, as lessee, on an annually renewable basis, the Series 2010 Project, the Series 1999 Project, the Series 2004 Project, and the Series 2008 Project from the

Authority, and the Authority has leased, as lessor, the Series 2010 Project, the Series 2009 Project, the Series 2004 Project, and the Series 2008 Project to the City under the terms and provisions set forth in the Original Lease, as previously amended and supplemented and the City, as lessee, now desires to lease the Series 2026 Project from the Authority, as lessor, pursuant to the Original Lease, as amended by this Sixth Amendment (collectively the "Lease"); and

WHEREAS, Section 15.6 of the Original Lease, as amended and supplemented, provides that the Original Lease may be amended, changed modified, altered or terminated in accordance with the terms of the General Indenture, and Section 12.1 of the General Indenture provides that the Authority and the Trustee may without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Original Lease as may be required in connection with the issuance of Series 2026 Bonds; and

WHEREAS, under the provisions of a resolution dated October 1, 2026 (the "City Resolution"), the City has authorized and approved the execution of this Sixth Amendment and has authorized certain actions to be taken by the Authority in connection with the financing of the Series 2026 Project and paying costs of issuance of the Series 2026 Bonds, including the issuance by the Authority under the Seventh Supplemental Indenture of its Series 2026 Bonds; and

WHEREAS, pursuant to the provisions of resolutions dated October 1, (the "Authority Resolution"), the Governing Board of the Authority (the "Governing Board") has authorized, approved, and directed the execution of this Sixth Amendment and the Seventh Supplemental Indenture, and has authorized, approved, and directed certain actions to be taken by the Authority in connection with the financing of the Series 2026 Project, including the issuance of the Series 2026 Bonds; and

WHEREAS, the Series 2026 Bonds will be secured as provided in the Indenture, including by Security Documents (as defined in the Indenture) and by a pledge and assignment of the Lease and the revenues and receipts derived by the Authority from the Projects, as more fully set forth in the Indenture;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Uniform Definitions; Amendments to Definitions in Original Lease; Additional Definitions. Unless the context clearly requires otherwise and except as otherwise defined in this Section 1, all terms used herein shall have the meanings set forth in the Original Lease.

The following definitions set forth in the Original Lease are hereby amended as follows:

"Ground Lease" means the Ground Lease Agreement dated [_____,2026].

In addition, the following terms are used herein as defined below:

"Project Site" means the real property where the Project is to be or has been constructed, as more fully described in Exhibit A.

"Seventh Supplemental Indenture" means the Seventh Supplemental Indenture of Trust dated as of [_____, 2026], by and between the Authority and Zions Bancorporation, National Association, as trustee.

"Series 2026 Bonds" means the Authority's Lease Revenue Bonds, Series 2026issued in the aggregate principal amount of $[PAR].

"Sixth Amendment" means this Sixth Amendment to Master Lease Agreement dated as of [_____, 2026].

Section 2. Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Authority and the Trustee as follows:

(a) The City is a political subdivision and body corporate and politic duly existing as such within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Sixth Amendment and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Sixth Amendment. The City agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

(b) The Authority has by the Original Lease and this Sixth Amendment, leased the Series 2026 Project to the City as in the Original Lease and hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Series 2026 Project, subject to Permitted Encumbrances.

(c) During the Lease Term, the Series 2026 Project will at all times be used for the intended purposes described herein consistent with the permissible scope of the Authority and the City under the Constitution and laws of the State.

(d) The City is not in default under any of the provisions of (i) the laws of the State which default would affect its existence or its powers referred to in subsection (a) of this Section 2 or (ii) the Lease or the Indenture. Neither the execution and delivery of this Sixth Amendment, nor the issuance and sale of the Series 2026 Bonds, nor the performance by the City of its obligations under the Lease or this Sixth Amendment will constitute on the part of the City a breach of or a default under, any existing law, court or administrative regulation, decree, order or any material agreement, indenture, mortgage, lease or any other instrument to which the City is subject or by which it or any of its property is or may be bound.

(e) There is no action, suit or proceeding pending or, to the best knowledge of the City, threatened, or any basis therefor, before any court or administrative agency which may adversely affect the City or the ability of the City to perform its obligations under the Lease or this Sixth Amendment. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery

by the City of this Sixth Amendment, or in connection with the carrying out by the City of its obligations under this Sixth Amendment, have been obtained.

(f) The Series 2026 Project, as designed and as constructed, complies with all presently applicable state and local building and zoning ordinances.

(g) The acquisition and construction of the Series 2026 Project has been accomplished in accordance with all applicable laws and is essential, necessary and appropriate for accomplishing one or more of the authorized functions or public purposes of the City and is suitable for such purpose and in furtherance of the purposes of the City and the best interests of the citizens of the City.

(h) The Original Lease, as previously amended, remains in full force and effect. No Event of Default under the Original Lease or the Indenture has occurred or is continuing and no Event of Nonappropriation has occurred or is continuing. The Series 2026 Project constitutes a "project" within the meaning of the Act.

(i) The City has budgeted an amount equal to the Base Rentals due hereunder for the Series 2026 Project in its current fiscal year budget.

Section 3. Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants for the benefit of the City and the Trustee as follows:

(a) The Authority is a nonprofit corporation duly incorporated and in good standing under the laws of the State and is duly qualified to transact business in the State, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into the Original Lease and this Sixth Amendment and has duly authorized and approved the execution and delivery of this Sixth Amendment by proper corporate action.

(b) The Authority agrees that, so long as the Lease has not been terminated, it will maintain its corporate existence, will continue to be a corporation in good standing under the laws of the State, will not dissolve or otherwise dispose of all or substantially all of its assets, except as provided in the Lease, and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it.

(c) The Authority has acquired ownership of the Series 2026 Project (subject to Permitted Encumbrances). The Authority has by the Original Lease and this Sixth Amendment agreed to lease the Series 2026 Project to the City as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Series 2026 Project, subject to Permitted Encumbrances.

(d) The Authority will not pledge the Base Rentals, the Additional Rentals, the Purchase Option Price or any of its other rights under the Lease and will not assign its interest in or encumber the Series 2026 Project except as provided under the Lease and under the Indenture and the Security Documents. All property and moneys received by the

Authority for the City will, so long as no Event of Nonappropriation or Event of Default shall occur, be applied for the benefit of the City, and all property and moneys received by the Authority under the Lease and hereunder with respect to the Series 2026 Project and under the Indenture for the Bondholders of the Series 2026 Bonds will be applied for the proportionate benefit of said Bondholders.

(e) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated under the Lease or hereby (including the refunding of the Refunded Bonds) conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Authority is now a party or by which the Authority is bound, or constitutes a default under any of the foregoing or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Authority, except Permitted Encumbrances.

(f) Except as otherwise provided in the Lease, in the Indenture and the Security Documents, the Authority will not assign the Lease, its rights to payments from the City or its duties and obligations under the Lease and hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this Section 3.

(g) The Authority will not use any of the proceeds of the sale of the Series 2026 Bonds in such a manner as to, or take or permit anyone to take any action which would, impair the exclusion from gross income of the Bondholders of interest on the Series 2026 Bonds for purposes of federal income taxation, and will not use any of the proceeds of the sale of the Series 2026 Bonds in a manner not authorized by the terms of the Lease, this Sixth Amendment, the Indenture or the exhibits hereto and thereto.

(h) There is no action, suit or proceeding pending or, to the best knowledge of the Authority, threatened, or any basis therefor, before any court or administrative agency which might adversely affect the Authority or the ability of the Authority to perform its obligations under the Lease, the Indenture, the Security Documents or the Series 2026 Bonds. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Authority of the Lease, the Indenture, the Security Documents and the Series 2026 Bonds or in connection with the carrying out by the Authority of its obligations under the Lease the Indenture, the Security Documents and the Series 2026 Bonds have been obtained.

(i) The Lease remains in full force and effect. No Event of Default under the Lease or the Indenture has occurred or is continuing and no Event of Nonappropriation has occurred or is continuing. The Series 2026 Project constitutes a "project" within the meaning of the Act.

Section 4. Demising Clause. Pursuant to the Original Lease, as amended and supplemented, the Authority has demised and leased and the Authority hereby leases, the Series 2026 Project to the City and the City has leased and hereby leases, the Series 2026 Project from the Authority, subject only to Permitted Encumbrances in accordance with the provisions of the

Original Lease and this Sixth Amendment, to have and to hold under the Lease for the Lease Term unless sooner terminated as expressly provided therein. The Authority and the City hereby acknowledge that the Original Lease, as amended and supplemented, shall remain in full force and effect for the Lease Term, unless sooner terminated as provided in the Lease. Nothing in the Original Lease or this Sixth Amendment shall be construed to require the City to operate the Series 2026 Project other than as the lessee thereunder or to exercise its right to purchase the Series 2026 Project or any portion thereof as provided in Article XII of the Original Lease.

The Authority warrants and covenants that it has acquired and constructed the Series 2026 Project, all as more fully described in the Original Lease and this Sixth Amendment, and subject to Permitted Encumbrances. The Authority will cause to be furnished to the Trustee at the time of delivery of the Series 2026 Bonds, the title insurance endorsements required by the Indenture.

Section 5. Amendment to 6.2 of the Original Lease. [The Base Rental Payment Schedules with respect to the Series 2026 Project (and individual Projects that comprise the Series 2026 Project) referenced in Section 6.2 of the Original Lease and attached to the Original Lease as Exhibits C through C-6 both as modified by the Fifth Amendment Leaseare amended and replaced in full with the Base Rental Payment Schedules attached to this Sixth Amendment as Exhibit B.]

Section 6. Continuation of Lease Terms. Except as amended herein, all of the provisions of the Original Lease, as previously amended and supplemented, shall continue unmodified and the City shall continue to make all payments thereunder as provided in the Lease.

Section 7. Agreement to Issue the Series 2026 Bonds; Application of Bond Proceeds. The Authority, will issue, sell and deliver to the purchasers thereof the Series 2026 Bonds and the Authority will deposit with the Trustee the proceeds thereof in the amount of $[_____] and the Trustee shall deposit such amounts as follows:

(a) in the Series 2026 Cost of Issuance Account, an amount equal to $[_____] to be used by the Trustee to pay certain costs of issuance of the Series 2026 Bonds upon receipt of the written direction of the Chair-President of the Authority as set forth in Section 3.2 of the Seventh Supplemental Indenture; and

(b) in the Series 2026 Construction Account, an amount equal to $[_____].

Section 8. Bonds to Remain Tax Exempt. The Authority and the City each covenant and certify to and for the benefit of the Bondholders that no use will be made of the proceeds of the issue and sale of the Series 2026 Bonds, or any funds or accounts of the Authority or the City which may be deemed to be proceeds of the Series 2026 Bonds, pursuant to Section 148 of the Code and regulations in relation thereto (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of the Series 2026 Bonds, would have caused the Series 2026 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Authority and the City each obligates itself to comply throughout the term of the Series 2026 Bonds with the requirements of the Code and the regulations proposed or promulgated thereunder. The Authority and the City each further represents and covenants that no bonds or other evidences of indebtedness of the Authority have been or will be

issued, sold or delivered within a period beginning 15 days prior to the sale of the Series 2026 Bonds and ending 15 days following the delivery of the Series 2026 Bonds.

The City and the Authority covenant and agree to and for the benefit of the Bondholders that the City and the Authority (i) will not take any action that would cause interest on the Series 2026 Bonds to become includible in gross income for purposes of federal income taxation, (ii) will not omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest on the Series 2026 Bonds to become includible in gross income for purposes of federal income taxation and (iii) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Series 2026 Bonds in order to preserve the exclusion from gross income for purposes of federal income taxation of interest on the Series 2026 Bonds.

Section 9. Expression of Need for the Project by the City; Determination of Purchase Price. The City hereby declares that, as of the date of the execution of this Sixth Amendment, the City currently has an essential need for the Series 2026 Project which is the subject of the Original Lease, as amended, and this Sixth Amendment to carry out and give effect to the public purposes of the City. By the execution hereof, the City and the Authority hereby agree and determine that the Base Rentals and Additional Rentals payable hereunder are reasonable and that the Purchase Option Price represents, as of the end of the Original Term or any Renewal Term, a reasonable purchase price of the Series 2026 Project. In making such determination, the City and the Authority have given consideration to the costs of construction of the Series 2026 Project, the cost of refinancing the Series 2026 Project, the uses and purposes for which the Series 2026 Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of the Series 2026 Project pursuant to the provisions of the Original Lease and this Sixth Amendment.

Section 10. Miscellaneous Provisions.

(a) Confirmation of Original Lease. As modified and supplemented by this Sixth Amendment, the Original Lease is in all things and respects hereby ratified and confirmed. The provisions of the Original Lease shall apply to this Sixth Amendment to the extent such provisions have not been deleted or modified by, or are not inconsistent with the specific provisions of, this Sixth Amendment.

(b) Sixth Amendment Construed with Original Lease. All of the provisions of this Sixth Amendment shall be deemed to be and construed as part of the Original Lease and the provisions of the Original Lease are hereby incorporated by reference into this Sixth Amendment.

(c) Binding Effect. This Sixth Amendment shall inure to the benefit of and shall be binding upon the Authority, the City, and their respective successors and assigns.

(d) Severability. In the event any provision of this Sixth Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or of the Original Lease and in the event any provision of this Sixth Amendment were to invalidate the Series 2026

Bonds, such provision shall be rendered invalid and unenforceable, but shall not invalidate or render unenforceable any other provision hereof.

(e) Execution in Counterparts. This Sixth Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) Applicable Law. This Sixth Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

(g) Financial Reporting. The City covenants and agrees to provide to the Purchaser within 220 days after the close of the City's fiscal year, a copy of the City's final annual financial statements.

IN WITNESS WHEREOF, the Authority has caused this Sixth Amendment to be executed in its corporate name with its corporate seal hereunto affixed and attested by a duly authorized officer. The City has executed this Sixth Amendment in its name with the seal of its City hereunto affixed and attested by a duly authorized officer. All of the above occurred as of the date first above written.

MUNICIPAL BUILDING AUTHORITY OF
HURRICANE CITY, UTAH

(SEAL)

By:_____
Chair-President

ATTEST:

By:_____
Secretary-Treasurer

HURRICANE CITY, UTAH

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this _____ 2026, by _____ and _____, respectively, the Chair-President and the Secretary-Treasurer of the Municipal Building Authority of Hurricane City, Utah.

_____
NOTARY PUBLIC

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this _____ 2026, by _____ and _____, respectively, the Mayor and City Recorder of Hurricane City, Utah.

_____
NOTARY PUBLIC

EXHIBIT A

All real property located or the land located in Washington County, Utah, described as follows:

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

SERIES 2010 and 2013 PROJECTS

| Payment Date | Principal | Interest | Total |
|---|---|---|---|

All lease payments are subject to adjustment as provided in the Indenture, and the Lease Agreement, as revised.

BASE RENTAL PAYMENT SCHEDULE

(SERIES 2026 PROJECT)

| Payment Date | Principal | Interest | Total |
|---|---|---|---|

WHEN RECORDED RETURN TO:

Randy Larsen
Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah 84101

# SUPPLEMENT TO AMENDED AND RESTATED LEASEHOLD DEED OF TRUST, DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

THIS SUPPLEMENT TO AMENDED AND RESTATED LEASEHOLD DEED OF TRUST, DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (the "Supplement to Amended and Restated Deed of Trust") is made as of [_____] 1, 2026, by and among the Municipal Building Authority of the City of Hurricane, Utah, a nonprofit corporation duly organized under the laws of the State of Utah ("Trustor") whose address for purposes of this Agreement is 147 North 870 West, Hurricane City, Utah 84737; and Zions Bancorporation, National Association, as Trustee under the original Leasehold Deed of Trust (described herein) ("Trustee"), whose place of business is 7860 South Bingham Junction Boulevard, Midvale, Utah 84047; and Zions Bancorporation, National Association (the "Beneficiary"), as trustee under a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as supplemented by a Seventh Supplemental Indenture, dated as of [_____1, 2026] (the "Seventh Supplemental Indenture," and collectively with the General Indenture, the "Indenture"), each by and between the Trustor and the Beneficiary. This Supplement to Amended and Restated Deed of Trust supplements and amends the Amended and Restated Leasehold Deed of Trust, Deed of Trust Assignment of Rents and Security Agreement dated as of April 1, 2013, executed and delivered by the Trustor, and recorded April 10, 2013, in the official records of the Washington County Recorder in [Book 1329, Pages 2786 through 2808] (the "Original Deed of Trust").

The Original Deed of Trust was executed in connection with the General Indenture and a Sixth Supplemental Indenture dated as of April 1, 2013, in connection with the issuance by the Trustor of its $2,376,000 Lease Revenue Refunding Bonds, Series 2013A Bonds (the "Series 2013A Bonds") and its $982,000 Taxable Lease Revenue Refunding Bonds Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds") which amended and restated deeds of trust that were executed in conjunction with the bonds refunded by the Series 2013 Bonds and in connection with the issuance by the Trustor of its $2,465,000 Lease Revenue Bonds, Series 2010 (the "Series 2010 Bonds" and together with the Series 2013 Bonds, the "Prior Bonds"), and also amended and restated in its entirety, a supplemental deed of trust executed to secure the Series 2010 Bonds.

This Supplement to Amended and Restated Deed of Trust is executed in connection with the Seventh Supplemental Indenture in connection with the issuance by the Trustor of its $[_____] Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"). The Original Deed of Trust as supplemented and hereby amended and restated is referred to herein as the "Deed of Trust."

WITNESSETH:

WHEREAS, the Trustor holds a Leasehold interest in the real property described in Exhibit A (the "Property") and all appurtenances located on the Property referred to in Exhibit A situated in Washington County, Utah; and

WHEREAS, in connection with the issuance of the above-described Series 2026 Bonds, the Trustor has previously delivered to the Trustee for the benefit of the Beneficiary and the holders of the Series 2026 Bonds, the Original Deed of Trust to secure the payment and performance of each and every obligation of the Trustor under any instrument securing the payment of the Series 2026 Bonds; and

WHEREAS the Original Deed of Trust by its express terms secures Additional Bonds and Refunding Bonds as defined in the Indenture, and the Original Deed of Trust; and

WHEREAS, concurrently with the execution and delivery of this Supplement to Amended and Restated Deed of Trust, the Series 2026 Bonds are being issued as Additional Bonds under the Indenture; and

WHEREAS, the Series 2026Bonds are being issued to (i) finance the construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"), [(ii) fun any required deposit into a debt service reserve fund, if necessary,] and (iii) and pay costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the Trustor, the Trustee, and Beneficiary desire that the Series 2026 Bonds be secured by the Original Deed of Trust.

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Series 2026 Bonds Included as Bonds under Original Deed of Trust. The parties hereto agree and acknowledge that the Series 2026 Bonds are Additional Bonds under the Indenture and as such shall be secured under the Original Deed of Trust along with any other Bonds (as defined in the Original Deed of Trust issued under the Indenture, without preference or priority for one series of Bonds over any other series of Bonds.

Section 2. Deed of Trust to Remain in Full Force and Effect. Except as supplemented and amended herein, the Original Deed of Trust shall be and remain in full force and effect and the supplement made hereby shall not affect the lien or priority established by the Original Deed of Trust.

Section 3. Severability. The terms and provisions of this Supplement to Amended and Restated Deed of Trust are intended to be performed in accordance with, and only to the extent permitted by applicable law. If any provision hereof, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this instrument nor the application of such provision to other persons or circumstances shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law.

Section 4. Governing Law. This Supplement to Amended and Restated Deed of Trust shall be governed by the laws of the State of Utah.

Section 5. Execution in Counterparts. This Supplement to Amended and Restated Deed of Trust may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Trustor has executed this Supplement to Amended and Restated Deed of Trust as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH

_____

Chair/President

Attest and Countersign

_____

Secretary-Treasurer

[AUTHORITY SEAL]

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

On _____, 2026, personally appeared before me, Clark Fawcett and Cindy Beteag, the Chair/President and Secretary-Treasurer of the Municipal Building Authority of the City of Hurricane, Utah, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.

_____
NOTARY PUBLIC

EXHIBIT A

PROPERTY

*[Series 2026 Project Property to be added]*

WHEN RECORDED, RETURN TO:

Randall Larsen
Gilmore & Bell, P.C.
15 W. South Temple, Suite 1400
Salt Lake City, Utah 84101

Tax Parcel ID[s]:
[_____]
[_____]

# ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT, made and entered into this [_____, 2026], by the MUNICIPAL BUILDING AUTHORITY HURRICANE CITY, UTAH a Utah nonprofit corporation, whose address is 147 North 870 West, Hurricane, Utah 84737 (the "Assignor"), to and in favor of Zions Bancorporation, National Association, a national banking association, having its principal office in Midvale, Utah ("Trustee"), as Trustee under a General Indenture of Trust dated as of April 1, 1999 ("the General Indenture") as previously amended and supplemented and as further supplemented by a Seventh Supplemental Indenture (the "Seventh Supplemental Indenture and together with the General Indenture the "Indenture") by and between the Assignor and the Trustee dated [_____], 2026.

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Trustee all the right, title and interest of Assignor in and to that certain Ground Lease Agreement (the "Ground Lease") dated as of [_____, 2026], between Assignor, as lessee, and Hurricane City, Utah, as lessor, which Ground Lease demises the real property located in Washington County, State of Utah, more particularly described in Exhibit A attached hereto and by this reference made a part hereof

FOR THE PURPOSE OF SECURING:

(A) The payment and performance of each and every obligation of Assignor contained in the Indenture and in Assignor's Lease Revenue Bonds, Series 2026, and any Additional Bonds or Refunding Bonds (as defined in the Indenture) (collectively, the "Bonds"); and

(B) The payment of all sums expended or advanced by Trustee pursuant to the terms of this Assignment and the Indenture, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as therein provided.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

(1) To faithfully abide by, perform and discharge every obligation, covenant and agreement of the Ground Lease to be performed by the lessee thereunder; at the sole cost and expense of Assignor, to enforce or secure the performance of every obligation, covenant, condition and agreement of the Ground Lease to be performed by the lessor thereunder; not to modify, extend or in any way alter the terms of the Ground Lease without the prior written consent of Trustee. Assignor also agrees not to waive or in any manner release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements to be performed by lessor.

(2) Not to declare the Ground Lease terminated nor to exercise any other right available to it upon breach by the lessor thereunder, without the prior written consent of Trustee.

(3) At Assignor's sole cost and expense, to appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the Ground Lease or the obligations, duties or liabilities of lessor and lessee thereunder.

(4) That should the Assignor fail to make any payment or to do any act as herein provided, then Trustee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Trustee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Ground Lease.

IT IS MUTUALLY AGREED THAT:

(1) Upon or any time after default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Indenture, Trustee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; do any acts which Trustee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, and in the order set forth in the Indenture. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or waive, modify, or effect notice of default under any instrument secured hereby or invalidate any act done pursuant to such notice. The remedies of the Trustee herein shall be subject to the limitations set forth in Article IX of the General Indenture.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of the Indenture.

(2) Trustee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Ground Lease, or under or by reason of this Assignment.

(3) Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to transfer and assign to Trustee any and all subleases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Trustee, upon demand, any and all instruments that may be necessary therefor.

(4) Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

(5) This Assignment applies to, inures to the benefit of, and binds the parties hereto, their successors, and assigns.

(6) All notices, demands, or documents of any kind which Trustee may be required or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally or by leaving a copy of such notice, demand or document addressed to Assignor at the address set forth in the beginning of this Assignment, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to Assignor at Assignor's address.

(7) Notwithstanding anything to the contrary contained herein, no deficiency judgment upon any foreclosure may be entered against the Assignor, Hurricane City, Utah, the State of Utah or any of its political subdivisions.

EXECUTED as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY
OF HURRICANE CITY, UTAH

(SEAL)

_____

By: Clark Fawcett
Its: Chair/President

ATTEST AND COUNTERSIGN:

_____

By: Cindy Beteag
Its: Secretary-Treasurer

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION

_____

By: _____
Its: _____

CONSENT TO ASSIGNMENT

Hurricane City, Utah, as lessor under the Ground Lease hereby consents to the assignment by the Municipal Building Authority of Hurricane City, Utah, of its interest in the Ground Lease to the within mentioned Trustee to secure the within described Indenture and Bonds.

Executed as of the day and year first above written.

HURRICANE CITY, UTAH

_____

By: Clark Fawcett
Its: Mayor

(SEAL)

ATTEST AND COUNTERSIGN:

_____

By: Cindy Beteag
Its: City Recorder

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

On _____, 2026, Clark Fawcett and Cindy Beteag, the Chair/President and Secretary-Treasurer, respectively, of the Municipal Building Authority of Hurricane City, Utah, personally appeared before me, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to on this instrument, and acknowledged that they executed the same.

_____
Notary Public

(SEAL)

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

On _____, 2026, _____, the _____ of Zions Bancorporation, National Association, personally appeared before me, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to on this instrument, and acknowledged that he/she executed the same.

_____
Notary Public

(SEAL)

EXHIBIT A

All real property or the land located in Washington County, Utah, described as follows:

# BOND PURCHASE CONTRACT

Municipal Building Authority of
the City of Hurricane, Utah
Lease Revenue Bonds, Series 2026

_____, 2026

Municipal Building Authority of
the City of Hurricane, Utah
147 North 870 West
Hurricane, Utah

City of Hurricane, Utah
147 North 870 West
Hurricane, Utah

The undersigned, _____ (the "Underwriter"), on behalf of itself and not as fiduciary or agent for you, offers to enter into this Bond Purchase Contract (the "Purchase Contract") with the Municipal Building Authority of the City of Hurricane, Utah (the "Issuer") and the City of Hurricane, Utah (the "City") which, upon the acceptance by the Issuer and the City of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon each of you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

## ARTICLE I

## SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $_____ aggregate principal amount of Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), at a purchase price of $_____ (representing the principal amount of the Series 2026 Bonds, plus a [net] reoffering premium of $_____ and less an Underwriter's discount of $_____). The Series 2026 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2026 Bonds shall be as described in the Official Statement dated _____, 2026 of the Issuer relating to the Series 2026 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Building Authority Act, Title 17D, Chapter 2, Utah Code

Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Building Authority Act"), and (ii) a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as previously supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of _____, 2026 (the "Seventh Supplemental Indenture," and together with the General Indenture, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee (the Trustee"). The Series 2026 Bonds are secured under the Indenture and the Security Documents (as defined in the Indenture). The Series 2026 Bonds are authorized pursuant to a resolution of the Issuer adopted on October 1, 2026 (the "Resolution") by the Governing Board of the Issuer (the "Board") which provides for the issuance of the Series 2026 Bonds and approved pursuant to a resolution of the City (the "Approval Resolution") adopted by its City Council on October 1, 2026.

(c) The Series 2026 Bonds are being issued for the purpose of (i) financing the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"); (ii) funding any required deposit to a debt service reserve fund; and (iii) paying costs associated with the issuance of the Series 2026 Bonds. Pursuant to an annually renewable Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as previously amended and as further amended by a Sixth Amendment to Master Lease Agreement dated as of _____, 2026 (the "Sixth Amendment to Master Lease" and together with the Master Lease, the "Lease") the Series 2026 Project will be leased by the City from the Issuer, [along with the project financed by the Issuer's Series 2010 Bonds and Series 2013 Bonds (the "Prior Projects")] in consideration of the payment of Rentals (as defined in the Lease).

(d) The Indenture, the Lease, the Security Documents, and the Ground Lease (as such terms are defined in the Official Statement), the Series 2026 Bonds, the Resolution, and the Continuing Disclosure Undertaking (defined below) and this Purchase Contract are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2026 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. Subject to Section 1.2 below, the Underwriter may, however, change such initial offering prices or yields as it may deem necessary, in its discretion, in connection with the marketing of the Series 2026 Bonds and offer and sell the Series 2026 Bonds to certain dealers (including dealers depositing the Series 2026 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market prices of the Series 2026 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond

Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2026 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2026 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2026 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2026 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2026 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds.

(c) The Underwriter confirms that it has offered the Series 2026 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2026 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026 Bonds, the Underwriter will neither offer nor sell unsold Series 2026 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2026 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was

employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(iii) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer and the City hereby authorize the use of copies of the Official Statement. The Issuer and the City hereby agree to provide to the Underwriter within seven (7) business days of the date hereof an electronic copy of the Official Statement in form sufficient to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The City has heretofore "deemed final" the Preliminary Official

Statement for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer and the City acknowledge and ratify the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2026 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the City will undertake, pursuant to a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as APPENDIX D to the Preliminary Official Statement and will also be set forth as APPENDIX D to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2026, or on such later date as shall be agreed upon in writing by the Issuer, the City, and the Underwriter, the Issuer and the City will cause the Series 2026 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Gilmore & Bell, P.C., 15 West South Temple, Suite 1400, Salt Lake City, Utah, or such other location as may be mutually agreed upon by the Issuer, the City, and the Underwriter. The closing date of _____, 2026, is herein referred to as the "Closing Date." The Underwriter will accept such delivery and pay the purchase price of the Series 2026 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2026 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2026 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

## ARTICLE II

## REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer shall provide such information, access to its properties and appropriate records and other cooperation, as may be reasonably requested until 25 days after the "end of the underwriting period" (as defined in Rule 15c2-12) (which underwriting period the Issuer may assume to have ended on the Closing Date unless notified to the contrary by the Underwriter) as, in the opinion of the Underwriter, may be required in connection with the offering of the Series 2026 Bonds.

Section 2.2. The Issuer is a nonprofit corporation created by the Municipal Council of the City pursuant to the Building Authority Act and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"). The Issuer has full power and authority (a) to adopt the Resolution; (b) to execute, deliver and perform its obligations under each of the Transaction Documents to which it is a party; (c) to

execute, issue, sell and deliver the Series 2026 Bonds to the Underwriter for the purposes contemplated by the Preliminary Official Statement and as provided herein; (d) to own the Prior Projects and to lease the Prior Projects to the City pursuant to the Lease; and (e) to carry out and to consummate the transactions on its part contained in the Transaction Documents and the Official Statement, to pledge and assign to the Trustee the Trust Estate (as defined in the Indenture), and to create a security interest in the Prior Projects to secure the payment of the Series 2026 Bonds and all Additional Bonds and Refunding Bonds pursuant to the Indenture.

Section 2.3. The Board of the Issuer has duly adopted the Resolution, has duly authorized and approved the execution and distribution of the Preliminary Official Statement and the Official Statement and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and the Purchase Contract.

Section 2.4. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2026 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.5. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2026 Bonds by the Issuer upon the terms and conditions set forth herein and in the Official Statement and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.6. 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 threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2026 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2026 Bonds or the execution and delivery of any of the Transaction Documents to which the Issuer is a party.

Section 2.7. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2026 Bonds will have been duly

authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.8. The Issuer is not in breach of or in default under any material 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 bound; and the execution and delivery of the Series 2026 Bonds and the Transaction Documents to which the Issuer is a party, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.9. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Base Rentals or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds.

Section 2.10. The information contained in the Preliminary Official Statement was as of its date, and is, as of the date hereof, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions [“THE SERIES 2026 BONDS—Book-Entry Only System,” “UNDERWRITING,” APPENDIX B, APPENDIX C, APPENDIX E or APPENDIX F.]

Section 2.11. The Issuer has full power and authority to receive and utilize the Base Rentals in accordance with the Indenture.

Section 2.12. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.13. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2026 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026 Bonds.

Section 2.14. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2026 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2026 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.15. If, between the date of this Purchase Contract and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter), any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer and the City at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2026 Bonds.

Section 2.16. The Issuer has duly adopted the Resolution and approved the execution of the Transaction Documents to which it is a party and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents to which it is a party will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.17. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.18. The Issuer has complied, and will at the Closing for the Series 2026 Bonds be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.19. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing for the Series 2026 Bonds shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.20. The Issuer has not otherwise pledged or assigned or granted a security interest in the Trust Estate to the payment of any obligations of the Issuer.

## ARTICLE III

## REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF THE CITY

In order to induce the Underwriter to enter into this Purchase Contract, with full realization and appreciation of the fact that the investment value of the Series 2026 Bonds and the ability of the Issuer to sell and the Underwriter to resell the Series 2026 Bonds are dependent upon the credit standing of the City and in consideration of the foregoing and execution and delivery of this Purchase Contract, the City represents and warrants to and covenants with the Underwriter as follows:

Section 3.1. The City is and will be at the Closing Date a validly organized and existing municipal corporation under the laws of the State of Utah with full power and authority to execute, deliver and perform its obligations under the Transaction Documents to which it is a party, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein;

Section 3.2. The execution and delivery of each of the Transaction Documents to which the City is a party, the approval by the City of this Purchase Contract and adoption of the Approval Resolution, and compliance by the City with the provisions of any or all of the foregoing documents and the application of the proceeds of the Series 2026 Bonds for the purposes described in the Preliminary Official Statement do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the City is a party or by which the City or any of its property is or may be bound;

Section 3.3. The City has duly authorized all necessary action to be taken by it for: (a) the issuance and sale of the Series 2026 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement and in the Indenture and the approval of this Purchase Contract; and (b) the execution, delivery and receipt of each of the Transaction Documents to which the City is a party, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the City in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement;

Section 3.4. When executed by the respective parties thereto, the Transaction Documents to which the City is a party will constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms;

Section 3.5. The City has complied, and will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents to which the City is a party and any and all other agreements relating thereto;

Section 3.6. 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 threatened against the City or others (a) affecting the existence of the City or the titles of its officers to their respective offices, (b) seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2026 Bonds or the revenues or assets of the City appropriated or pledged or to be appropriated or pledged to pay the Base Rentals payable under the Lease or the pledge or appropriation thereof, (c) the validity or enforceability of the Series 2026 Bonds or any of the Transaction Documents, (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or (e) contesting the powers of the City or any authority for the issuance of the Series 2026 Bonds, or the execution and delivery of any of the Transaction Documents or the transactions contemplated thereby;

Section 3.7. The City is not in breach of or default under any applicable law or administrative regulation of the State of Utah or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the City is a party or to which it or any of its property is otherwise subject; and the execution and delivery of the Series 2026 Bonds and the Transaction Documents to which the City is a party, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the City is a party or to which it or any of its property is otherwise subject;

Section 3.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any of the Transaction Documents in any manner or to any extent which could have a material adverse effect on the financial condition of the City, the operation of the City, the due performance by the City of its obligations in connection with the issuance, sale and delivery of the Series 2026 Bonds, or the ability of the City to carry out the transactions contemplated by this Purchase Contract and the Preliminary Official Statement, or have an adverse effect on the validity or enforceability, in accordance with their respective terms, of the Series 2026 Bonds or any of the Transaction Documents or in any way adversely affect the existence or powers of the City;

Section 3.9. The City has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the City ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 3.10. The City's audited financial statements as of and for the year ended June 30, 2025, a copy of which has heretofore been delivered to the Underwriter, present fairly the financial position of the City at June 30, 2025 and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the City to the Underwriter in connection with the Lease and this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement, since June 30, 2025 there has been no material adverse change in the condition, financial or otherwise,

of the City from that set forth in the audited financial statements as of and for the year ended that date, and the City has not since June 30, 2025 incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 3.11. The information contained in the Preliminary Official Statement relating to the City, the application of the proceeds of sale of the Series 2026 Bonds, and the participation by the City in the transactions contemplated by the Transaction Documents and the Preliminary Official Statement was, as of its date, and is, as of the hereof, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided in writing by the Underwriter and included on the inside front cover page of the Official Statement regarding the principal amount, interest rates, maturities and initial public offering prices of the Series 2026 Bonds or (y) statements in or omissions in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2026 BONDS—Book-Entry Only System," "UNDERWRITING," APPENDIX B, APPENDIX C, APPENDIX E, or APPENDIX F.

Section 3.12. The City will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2026 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Lease and the Indenture;

Section 3.13. The City hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2026 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2026 Bonds;

Section 3.14. The City agrees reasonably to cooperate with the Underwriter in any endeavor to qualify the Series 2026 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Series 2026 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The City hereby consents to the use of the Official Statement and the Transaction Documents by the Underwriter in obtaining such qualification;

Section 3.15. If at any time from the date of this Purchase Contract through twenty-five (25) days following the "end of the underwriting period" (as defined in Rule 15c2-12) any event shall occur that might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City will request that the Issuer supplement or amend the Official Statement in a

form and in a manner approved by the Underwriter. If the Official Statement is so supplemented or amended prior to the Closing, such approval by the Underwriter of a supplement or amendment to the Official Statement shall not preclude the Underwriter from thereafter terminating this Purchase Contract, and if the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the City and the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2026 Bonds;

Section 3.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the City and delivered to the Underwriter or the Trustee at or before the Closing shall constitute a representation, warranty or agreement by the City upon which the Underwriter and the Trustee shall be entitled to rely.

Section 3.17. Any instances of non-compliance by the City within the last five years with each undertaking it has entered into pursuant to Rule 15c2-12, have been properly disclosed by the City in the Preliminary Official Statement and the Official Statement.

## ARTICLE IV

## UNDERWRITER'S CONDITIONS

Section 4.1. The Underwriter has entered into this Purchase Contract in reliance upon the performance by the Issuer of its obligations hereunder. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following further conditions:

(a) At the time of Closing for the Series 2026 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date for the Series 2026 Bonds:

(i) (A) Legislation shall have been enacted by the Congress, introduced in the Congress, or recommended to the Congress for passage by the President of the United States or the United States Department of the Treasury or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of Congress by any Committee of such House to which such legislation has been referred for consideration, or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (C) an order, ruling, regulation, or communication (including a press release) shall have been issued by the Treasury

Department of the United States or the Internal Revenue Service or (D) any action shall be taken or statement made by or on behalf of the President of the United States or the Department of Treasury or the Internal Revenue Service or any member of the United States Congress which indicates or implies that legislation will be introduced in the current or next scheduled session of the United States Congress, with the purpose or effect, directly or indirectly, of requiring the inclusion in gross income for federal income tax purposes of interest to be received by any owners of the Series 2026 Bonds or financial instruments similar in nature to the Series 2026 Bonds; or

(ii) Legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of the Underwriter, has the effect of requiring the offer or sale of the Series 2026 Bonds or financial instruments similar in nature to the Series 2026 Bonds to be registered under the Securities Act or any other "security," as defined in the Securities Act, issued in connection with or as part of the issuance of the Series 2026 Bonds to be so registered or the Indenture to be qualified as an indenture under the Trust Indenture Act of 1939, as amended; or any event shall have occurred or shall exist which, in the reasonable judgment of the Underwriter, makes or has made untrue or incorrect in any respect any statement or information contained in the Official Statement or is not or was not reflected in the Official Statement but should be or should have been reflected therein in order to make the statements or information contained therein not misleading in any material respect; or

(iii) In the reasonable judgment of the Underwriter, it is impractical or inadvisable for the Underwriter to market or sell or enforce agreements to sell Series 2026 Bonds because (A) trading in securities generally shall have been suspended on the New York Stock Exchange, Inc., or a general banking moratorium shall have been established by federal or the State of Utah authorities or a material disruption in commercial banking or securities settlement or clearance services shall have occurred, or (B) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2026 Bonds, including any action relating to (i) the tax status of the Series 2026 Bonds under federal or Utah law as set forth in the opinion of Bond Counsel attached as APPENDIX E to the Official Statement, or (ii) a limitation on the ability of the Issuer to receive the Base Rentals, or (C) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise; or (D) a war involving the United States of America shall have been declared or any other conflict involving the armed forces of the United States of America has escalated, in either case to such a magnitude as to materially adversely affect the Underwriter's ability to market the Series 2026 Bonds; (E) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah or if any material disruption in commercial banking or securities settlement or clearance services shall have occurred; or

(iv) Any financial rating assigned to the Series 2026 Bonds or any other obligations of the Issuer or the Insurer by S&P Global Ratings ("S&P"), Fitch Ratings ("Fitch"), or Moody's Investors Service ("Moody's"), as the case may be, shall have been downgraded, withdrawn, or any other action taken, and such action, in the opinion of the Underwriter, has a material adverse effect on the marketability of the Series 2026 Bonds; or

(v) Any litigation shall be instituted, pending or threatened (A) to restrain or enjoin the issuance, sale or delivery of the Series 2026 Bonds, (B) to restrain or enjoin, or otherwise seek recovery of damages with respect to the receipt by the Issuer of the Base Rentals, (C) in any way contesting or affecting any authority for or the validity of the Series 2026 Bonds, any of the proceedings of the Issuer, the City, or the Trustee taken with respect to the issuance or sale thereof, the pledge, appropriation or application of any moneys or securities provided for the payment of the Series 2026 Bonds, or (D) in any way contesting or affecting the existence or powers of the Issuer or the Trustee or the titles of their officers to their respective offices; or

(vi) Any other event or circumstances shall have occurred which shall be beyond the reasonable control of the Underwriter and, in the opinion of the Underwriter, might in any way have a material adverse effect on the marketability of the Series 2026 Bonds.

(c) At or prior to the Closing for the Series 2026 Bonds, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as APPENDIX E to the Official Statement;

(ii) The opinion of Gilmore & Bell, P.C., as disclosure counsel, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) Opinions of the office of the Counsel of the City, as counsel for the Issuer and the City, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, signed by the Chair/President of the Issuer and the Secretary-Treasurer of the Issuer and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds or the collection of moneys pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance

of the Series 2026 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents to which the Issuer is a party, the validity or enforceability of the Series 2026 Bonds, or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, (iii) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (iv) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the moneys pledged under the Indenture or the pledge of the moneys pledged under the Indenture, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, the Prior Projects and the application of the proceeds of sale of the Series 2026 Bonds are correct in all material respects, as of the date of the Official Statement and as of said Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents to which the Issuer is a party have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents to which the Issuer is a party constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents to which the Issuer is a party has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents to which the Issuer is a party, and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) The City's certificate, dated the Closing Date, signed by the Mayor of the City and the City Recorder of the City and in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the City herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the City (i) to restrain or enjoin the issuance or delivery of any of the Series 2026 Bonds

or the collection of moneys pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2026 Bonds or the adoption of the Approval Resolution or the execution and delivery of the Transaction Documents to which the City is a party, the validity or enforceability of the Series 2026 Bonds, or the excludability from gross income for federal income tax purposes of interest on the Series 2026 Bonds, (iii) questioning or challenging any power of the City, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the City or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the moneys pledged under the Indenture or the pledge of the moneys pledged under the Indenture, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Approval Resolution; (C) the descriptions and information contained in the Official Statement relating to the City, its organization and financial and other affairs, the Prior Projects, and the application of the proceeds of sale of the Series 2026 Bonds are correct in all material respects, as of the date of the Official Statement and as of said Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the City has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents to which the City is a party have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents to which the City is a party constitute legal, valid and binding agreements of the City enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Approval Resolution authorizing the execution and delivery of the Transaction Documents to which the City is a party has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents to which the City is a party, and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the City is a party or any law, public administrative rule or regulation, court order or consent decree to which the City is subject;

(vi) A copy of each of the Transaction Documents, duly executed by each of the parties thereto;

(vii) A copy of the Tax Certificate of the Issuer and the City, relating to matters affecting the excludability from gross income for federal income tax

purposes of interest on the Series 2026 Bonds, including the use of proceeds of sale of the Series 2026 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(viii) Evidence that the federal tax information form 8038-G has been prepared for filing;

(ix) A copy of each of the Preliminary Official Statement and copies of the Official Statement;

(x) Evidence satisfactory to the Underwriter that the Series 2026 Bonds have received a rating of "[___]" from [_____];

(xi) All documents, certificates and opinions required by the Indenture; and

(xii) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

## ARTICLE V

## EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2026 Bonds to the Underwriter, including rating agency fees, the costs of printing of the Series 2026 Bonds, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2026 Bonds, the fees and expenses of Bond and Disclosure Counsel, the fees and expenses of counsel to the Issuer, Zions Public Finance, Inc., as the municipal advisor to the Issuer, the premiums relating to title policies for the Series 2026 Project, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

## ARTICLE VI

## GENERAL

Section 6.1. Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to _____, [Purchaser Address], Attention: _____. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Municipal Building Authority of the City of Hurricane, Utah, 147 North 870 West, Hurricane, Utah 84737, Attention: Chair/President, with a copy thereof to

the City Attorney, 147 North 870 West, Hurricane, Utah 84737. Any notice or other communication to be given to the City under this Purchase Contract may be given by delivering the same in writing to City of Hurricane, 147 North 870 West, Hurricane, Utah 84737, Attention: Mayor, with a copy thereof to the City Attorney, 147 North 870 West, Hurricane, Utah 84737.

Section 6.2. This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2026 Bonds hereunder and regardless of any investigation made by the Underwriter or on its behalf.

Section 6.3. This Purchase Contract shall be governed by the laws of the State of Utah.

Section 6.4. The Issuer and the City acknowledge and agree that (i) the purchase and sale of the Series 2026 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the Issuer, the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer or the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer or the City with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer or the City on other matters) and the Underwriter has no obligation to the Issuer or the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Underwriter is not acting as municipal advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), and (v) the Issuer and the City consulted their own legal, financial and other advisors to the extent they deemed appropriate in connection with the offering of the Series 2026 Bonds.

Section 6.5. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the City, including this Purchase Contract.

Section 6.6. This Purchase Contract and all documents necessary or required to complete the sale of the Bonds may be executed in multiple counterparts, all of which taken together will constitute one and the same instrument. Pursuant to the Uniform Electronic Transactions Act, Title 46, Chapter 4 Utah Code Annotated 1953, as amended, the Underwriter and the City hereby agree and consent to the use of electronic signatures and electronic records in connection with the Bond transaction; provided, however, that such consent and agreement only permits the use of, but does not require, electronic signatures or electronic records, including on documents delivered in counterparts.

Section 6.7. 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.

Section 6.1. This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

This Purchase Contract shall become effective upon the execution by the Underwriter and the acceptance hereof by the Issuer and the City.

Very truly yours,

[UNDERWRITER]

By: _____

Title: _____

MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

By: _____
Chair/President

(AUTHORITY SEAL)

ATTEST:

By: _____
Secretary-Treasurer

CITY OF HURRICANE, UTAH

By: _____
Mayor

(CITY SEAL)

ATTEST:

By: _____
City Recorder

EXHIBIT A

$_____
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH
LEASE REVENUE BONDS,
SERIES 2026

| Maturity Date (_____) | Principal Amount | Interest Rate | Yield | Price | Pricing Rule |
|---|---|---|---|---|---|

---

c Yield to optional call on _____.
* General Rule Maturities.
*** Hold-the-Offering-Price maturities.

EXHIBIT B

FORM OF
UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$_____
Municipal Building Authority of The City of Hurricane, Utah
Lease Revenue Bonds, Series 2026

The undersigned, on behalf of _____ (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the Municipal Building Authority of The City of Hurricane, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, the Issuer, and the City of Hurricane, Utah, dated _____, 2026 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another),

(B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means _____, on its own behalf and as representative of each Underwriting Firm.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

_____

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Contract*]
ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

[OPINION OF COUNSEL TO AUTHORITY]

[_____, 2026]

[Purchaser/Underwriter] .
[Street Address]
[City, State, Zip]

Gilmore & Bell, P.C.
15 W. South Temple, Suite 1400
Salt Lake City, UT 84101

Zions Bancorporation,
National Association
7860 S Bingham Junction Blvd.
Midvale, UT 84047

I have acted as counsel to the Municipal Building Authority of the City of Hurricane, Utah, a Utah nonprofit corporation (the "Issuer") in connection with the issuance and sale of its $[_____] Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds are being issued pursuant to that certain General Indenture of Trust, dated as of April 1, 1999, as previously amended and supplemented and as further amended and supplemented by a Seventh Supplemental Indenture, dated as of [_____], 2026 (collectively the "Indenture"), each by and between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2026 Bonds are payable from annually renewable lease payments to be made by Hurricane City, Utah (the "City") pursuant to a Master Lease Agreement dated as of April 1, 1999, as previously amended and supplemented and as further amended and supplemented by a Sixth Amendment to Master Lease Agreement (collectively, "Master Lease"), by and between the Issuer and the City. Payments to be made by the City to the Issuer are pledged to the payment of the Series 2026 Bonds under the Indenture.

The Series 2026 Bonds are being issued to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"); (b) fund any required deposit to a debt service reserve fund; and (c) pay costs associated with the issuance of the Series 2026 Bonds.

In this connection, I have examined such documents and matters of law as I have deemed relevant and necessary in rendering this opinion.

Based on the foregoing examination I am of the opinion that:

1. The Issuer is duly organized, validly existing and in good standing as a nonprofit corporation under the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Article 2, Utah Code Annotated 1953, as amended, and has the authority under the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended to issue the Series 2026 Bonds and to authorize, execute, deliver, and perform its obligations and to carry out and consummate all transactions contemplated under the Issuer Documents.

2. In connection with the issuance of the Series 2026 Bonds and all related transactions, the Issuer has complied with the provisions of its Articles of Incorporation and Bylaws and the Constitution and the laws of the State of Utah.

3. The Issuer has taken all action necessary to authorize the execution (if applicable), delivery, receipt and due performance of the Series 2026 Bonds, the Official Statement, the Issuer Documents, and such other agreements and documents that may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Series 2026 Bonds and the Issuer Documents.

4. The Issuer Documents have each been duly authorized, executed and delivered and constitute legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other laws affecting the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

5. The Series 2026 Bonds are valid and binding limited obligations of the Issuer enforceable in accordance with their terms (except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, or other laws affecting the enforcement of creditors rights generally or usual equity principles in the event equitable remedies should be sought) and the terms of the Indenture and are entitled to the benefits of the Indenture and the Act.

6. The execution (as applicable) and delivery of the Series 2026 Bonds and the Issuer Documents, and the delivery of the Official Statement and the performance by the Issuer of its obligations thereunder, do not violate the Articles of Incorporation or Bylaws of the Issuer, the Constitution or laws of the State of Utah, or any applicable rule, or order or regulation of any state or federal government authority or agency in any material way, or, to my knowledge, any court order by which the Issuer is or may be bound, and such actions do not constitute a material default under any material agreement, indenture, mortgage, lease, note, or other material obligation or instrument to which the Issuer is a party and of which I have knowledge; and as of the date hereof, no approval or other action by the state governmental authority or agency is required in connection therewith, except such approvals or actions which have heretofore been obtained or taken.

7. I know of no litigation, action, suit, proceeding of any nature, or, to my knowledge, any inquiry or investigation at law or in equity or before or by any public board or body pending or, to my knowledge, threatened against or affecting the Issuer or its property or, to the best of my knowledge, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of the Series 2026 Bonds, or the Issuer Documents or the transaction contemplated by the Official Statement.

8. To the best of my knowledge after due inquiry, the statements contained in the Preliminary Official Statement and Official Statement under the caption "LEGAL MATTERS—Absence of Litigation" are true and correct in all material respects.

9. The use and distribution of the Preliminary Official Statement and Official Statement on behalf of the Issuer has been authorized by all necessary action of the Issuer.

10. Without undertaking to determine independently the accuracy or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, except as set forth in 8 above, nothing has come to my attention that would cause me to believe that the Preliminary Official Statement as of its date, and the Official Statement as of its date and the date hereof, and with respect to the Issuer, contains or contained any untrue statement of a material fact or omits or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

11. To my knowledge, the Issuer has made all filings with, and has received all approvals, consents, and orders of, each governmental authority, legislative body, board, agency, or commission having jurisdiction and each other person or entity necessary to permit the Issuer to perform its obligations under the Issuer Documents and the Series 2026 Bonds, and to operate and lease the Series 2026 Project (as defined in the Indenture) and to exercise its rights thereunder.

Very truly yours,

By:

CERTIFICATE REGARDING ESTIMATED USEFUL LIFE

The undersigned, _____, of _____, has acted as the Architect or Engineer for the Municipal Building Authority of the City of Hurricane, Utah in connection with the construction of a police station, a city hall, and related improvements (collectively, the "Series 2026 Project"), and based upon the foregoing, the undersigned hereby certifies to the best of his/her knowledge that the estimated useful life of the Series 2026 Project is not less than [_____] (_____) years assuming proper maintenance and repair. Attached hereto as Exhibit A are certain plans and specifications that have been prepared heretofore in conjunction with the Series 2026 Project.

Dated: _____, 2026

By: _____

Name: _____

Title: _____

EXHIBIT A

[Insert any Plans and Specifications Prepared by the Architect or Engineer]

HURRICANE CITY
UTAH

## STAFF COMMENTS

**Agenda Date:** 10/01/26

**Item:** Consideration for adoption of Resolution 2026-35 Authorizing the issuance and sale of not more than $24,000,000 aggregate principal amount of Electric Revenue Bonds, Series 2027; and related matters.

**Discussion:** This agenda item relates to financing for Hurricane City Power's Substation #1, including the associated transmission lines, and for the completion of the Sky Mountain Substation. Engineering is complete, and construction is anticipated to begin at the end of this year or the beginning of next year. A parameters resolution is one of the first official steps in financing a project. Just as the name implies, it sets the maximum amount the City can borrow, the longest term of the bond, and the highest interest rate it can carry. Staff is recommending approval of the resolution setting a maximum parameter of not more than $24,000,000 to be financed, at a term of no longer than 26 years, and at an interest rate not to exceed 6%, to be repaid from Power Fund revenues. The 6% rate is a ceiling, not the rate we expect to receive, and it allows room if market conditions change before the bonds are sold. – Paige Chapman

**Findings:**

**Recommendation:**

Hurricane, Utah

October 1, 2026

The City Council (the "Council") of Hurricane City, Utah (the "City") met in regular public session at the regular meeting place of the Council, on Thursday, October 1, 2026, at the hour of 6:00 p.m., with the following members of the Council being present:

| | |
|---|---|
| Clark Fawcett | Mayor |
| Joseph Prete | Councilmember |
| Dave Imlay | Councilmember |
| Lynn Excell | Councilmember |
| Amy Werrett | Councilmember |
| Merlin Spendlove | Councilmember |

Also present:

| | |
|---|---|
| Kaden Demille | City Manager |
| Cindy Beteag | City Recorder |

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 1, 2026, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $24,000,000 AGGREGATE PRINCIPAL AMOUNT OF ELECTRIC REVENUE BONDS, SERIES 2027 (THE "SERIES 2027 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2027 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2027 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2027 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2027 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2027 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING A GENERAL INDENTURE, A SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City desires to (a) finance capital improvements to the electrical systems of the City (the "System") including the construction of two substations and transmission lines and all related improvements (the "Project"), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2027 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the City desires to issue the Series 2027 Bonds (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City and the hereinafter described Designated Officers, as appropriate), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust (the "General Indenture"), and a Supplemental Indenture of Trust (the "Supplemental Indenture" and together with the General Indenture, the "Indenture") to be entered into in connection with the Series 2027 Bonds, with such Indenture in substantially the forms presented at the meeting at which this Resolution was adopted and which are attached hereto as Exhibit C; and

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

WHEREAS, the Act provides for the posting of a Notice of Public Hearing and Bonds to Be Issued and the City desires to post such notice in compliance with the Act with respect to the Series 2027 Bonds; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Act, the Notice of Public Hearing and Bonds to be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the Series 2027 Bonds and (c) initiates a 30-day contestability period in which any person of interest may contest the issuance of the Series 2027 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase Agreement (the "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit D to be entered into between the City and the underwriter/purchaser (the "Underwriter/Purchaser"); and

WHEREAS, in order to allow the City, in consultation with the City's Municipal Advisor, Zions Public Finance, Inc. flexibility in setting the pricing date of the Series 2027 Bonds, the Council desires to grant to any one of the City Manager or the Mayor (or Mayor Pro Tem) (each a "Designated Officer" and collectively, the "Designated Officers"); the authority to select the Underwriter/Purchaser to approve the method of sale, principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2027 Bonds shall be sold and make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE BE IT RESOLVED by the City Council of Hurricane City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project (b) funding any required debt service reserve fund, if necessary and (c) paying costs of issuance of the Series 2027 Bonds, the City hereby authorizes the issuance of the Series 2027 Bonds which shall be designated "Hurricane City, Utah Electric Revenue Bonds, Series 2027" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed $24,000,000. The Series 2027 Bonds shall mature in not more than twenty-six (26) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed six percent (6.00%) per annum, as shall be approved by the Designated Officer all within the Parameters set forth herein.

Section 2. The Indenture and the Bond Purchase Agreement, in substantially the forms presented to this meeting and attached hereto as Exhibits C and D, respectively, are hereby authorized, approved, and confirmed. The Mayor (or Mayor Pro Tem) and City Recorder are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officer within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 3 hereof. The Designated Officers are hereby authorized to determine the

method of sale, select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2027 Bonds for and on behalf of the City, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officers or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Indenture, the Series 2027 Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2027 Bonds (within the Parameters), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Mayor or Designated Officer on behalf of the City of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2027 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor ( or Mayor Pro Tem) and the City Recorder (or any deputy City Recorder, collectively, the "City Recorder") are hereby authorized and directed to execute and seal the Series 2027 Bonds and to deliver said Series 2027 Bonds to the Trustee (the "Trustee") for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution. The Series 2027 Bonds shall recite that the Series 2027 Bonds are issued under the authority of the Constitution of the State of Utah, the Act, and any other applicable law.

Section 5. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to execute and deliver to the Trustee the written order of the City for authentication and delivery of the Series 2027 Bonds in accordance with the provisions of the Indenture.

Section 6. Upon their issuance, the Series 2027 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2027 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2027 Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 7. The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers (including but not limited to an escrow agreement, any security instrument, or reserve instrument) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2027 Bonds are delivered by the Trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2027 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. In accordance with the provisions of the Act, the City directs its officers and staff to cause a "Notice of Public Hearing and Bonds to be Issued" (the "Notice"), to be published in substantially the form attached hereto as Exhibit B. The City shall hold a public hearing on November 5, 2026 to receive input from the public with respect to the issuance of the Series 2027 Bonds and the potential economic impact that the improvements to be financed with the proceeds of the Series 2027 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after the Notice is published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City, and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) and the Indenture to be kept on file in City offices, for public examination during the regular business hours of the City until at least thirty (30) days after the date of publication thereof.

Section 10. The City hereby reserves the right to opt not to issue the Series 2027 Bonds for any reason.

Section 11. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 12. The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2027 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2027 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $24,000,000.

APPROVED AND ADOPTED this October 1, 2026.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

I, Cindy Beteag, the duly appointed and qualified City Recorder of Hurricane City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on October 1, 2026, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on October 1, 2026, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued will be posted no less than fourteen (14) days before the public hearing date: (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City, and (b) published as required by Section 45-1-101, Utah Code.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on October 1, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this October 1, 2026.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cindy Beteag, the undersigned City Recorder of Hurricane City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended ("Utah Code"), I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time and place of the public meeting held by the City Council of the City (the "City Council"), by causing the Notice, in the form attached hereto as Schedule 1,:

(i) to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the 2026 Notice of Annual Meeting Schedule for the City Council (attached hereto as Schedule 2)(the "Annual Notice") was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Annual Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 1, 2026.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on October 1, 2026, the City Council (the "Council") of Hurricane City, Utah (the "Issuer"), adopted a resolution (the "Resolution") authorizing the issuance of the Issuer's Electric Revenue Bonds, Series 2027 (the "Series 2027 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) and called a public hearing to receive input from the public with respect to the issuance of the Series 2027 Bonds and any potential impact that the Project (defined below) financed with the proceeds of the Series 2027 Bonds may have on the private sector.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on November 5, 2026, at the hour of 6:00 p.m. at the Issuer's offices located at 147 North 870 West, Hurricane, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2027 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2027 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2027 BONDS

The Series 2027 Bonds will be issued for the purpose of (a) financing capital improvements to the electrical systems of the City (the "System"), including the construction of two substations and transmission lines, and all related improvements (collectively, the "Project"), (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2027 Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Series 2027 Bonds in the aggregate principal amount of not more than Twenty Four Million Dollars ($24,000,000), to mature in not more than twenty-six (26) years from their date or dates, to be sold at a price of not less than ninety-eight percent (98%) of the total principal amount thereof, and to bear interest at a rate or rates not to exceed six percent (6.00%) per annum. The Series 2027 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (together, the "Indenture"), which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer, provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2027 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2027 Bonds for any reason and at any time up to the issuance of the Series 2027 Bonds.

REVENUES TO BE PLEDGED

The Series 2027 Bonds are special, limited obligations of the Issuer payable from the net revenues (the "Net Revenues") of the Issuer's electric system (the "System").

## OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has no outstanding bonds secured by the Net Revenues of the System.

## OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreports/s/. For additional information more recent than as of the date of the Financial Report please contact Kaden DeMille, City Manager (435) 635-2811, ext. 125.

## TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2027 Bonds, if held until maturity is $48,832,200.

A copy of the Resolution and the Indenture will be on file in the office of the City Recorder, 147 North 870 West, Hurricane, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 3:00 p.m. on Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Series 2027 Bonds), or the Series 2027 Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this October 1, 2026.

/s/ Cindy Beteag
City Recorder

EXHIBIT C

FORMS OF INDENTURE

(See Transcript Document No. __)

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

BOND PURCHASE AGREEMENT

HURRICANE CITY, UTAH

$[PAR]
ELECTRIC REVENUE BONDS,
SERIES 2027

[_____,20__]

Hurricane City, Utah
147 North 870 West
Hurricane, Utah 84737

Ladies and Gentlemen:

[UNDERWRITER/PURCHASER]., acting on behalf of itself and not as an agent or representative of you (the "Underwriter"), offers to enter into this purchase agreement (the "Purchase Agreement") with Hurricane City, Utah (the "Issuer"), which will be binding upon the Issuer and the Underwriter upon the acceptance hereof by the Issuer. This offer is made subject to its acceptance by the Issuer by execution of this Purchase Agreement and its delivery to the Underwriter, on or before 5:00 p.m., Utah time, on the date hereof. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Official Statement (as hereafter defined).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the respective representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to cause to be delivered to the Underwriter, all (but not less than all) of $[PAR] aggregate principal amount of the Hurricane City, Utah Electric Revenue Bonds, Series 2027 (the "Series 2027 Bonds"). The Series 2027 Bonds will mature in the amounts and on the dates, bear interest at the rates and be subject to redemption as set forth on Exhibit A hereto. The Underwriter will purchase the Series 2027 Bonds for the aggregate purchase price of $[_____] (representing the aggregate principal amount of the Series 2027 Bonds plus [Net] original issue premium of $[_____] and less an Underwriter's discount of $[_____]).

2. [Description and Purpose of the Series 2027 Bonds. The Series 2027 Bonds shall be as described in the Official Statement of the Issuer dated [_____] 2027, relating to the Series 2027 Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Official Statement") and shall be issued and secured under and pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"); (b) a resolution of the Issuer adopted on October 1, 2026 ( the "Resolution"),

by the City Council of the Issuer (the "City Council") providing for the issuance and sale of the Series 2027 Bonds, and (c) a General Indenture of Trust, dated as of [_____ 1, 2027] (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust, dated as of [_____ 1, 2027] (the "First Supplemental Indenture" and, together with the General Indenture, the "Indenture") between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The proceeds of the sale of the Series 2027 Bonds will be used for the purpose of (i) financing capital improvements to the electrical systems of the City (the "System") including the construction of two substations and transmission lines, and all related improvements (collectively, the "Series 2027 Project"), [(ii) making any required deposits into a debt service reserve fund if necessary,] and (iii) paying costs of issuance with respect to the Series 2027 Bonds.

The Series 2027 Bonds are special obligations of the Issuer payable solely from and secured solely by the Net Revenues and to the extent provided in the Indenture. The Series 2027 Bonds are not general obligations of the Issuer, the State of Utah, or any other political subdivision, and the full faith and credit of the Issuer is not pledged to the payment of the Series 2027 Bonds.

3. Purchase of Bonds. The Underwriter intends to make a bona fide initial public offering of all Bonds. The Underwriter agrees to purchase all the Series 2027 Bonds at the offering prices (or yields) set forth in Exhibit A. Subsequent to the initial purchase, the Underwriter reserves the right to sell or transfer the Series 2027 Bonds to certain dealers and other investors at prices higher or lower than such initial purchase prices.

4. Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2027 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2027 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2027 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor, Zions Public Finance (the "Municipal Advisor"), and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2027 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2027 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Series 2027 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2027 Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at

reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2027 Bonds.

(c) The Underwriter confirms that it has offered the Series 2027 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2027 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2027 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth ($5^{th}$) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2027 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth ($5^{th}$) business day after the sale date whether it has sold 10% of that maturity of the Series 2027 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2027 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2027 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2027 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2027 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2027 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2027 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2027 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2027 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2027 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2027 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2027 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2027 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2027 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2027 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2027 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series

2027 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2027 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2027 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2027 Bonds to the public),

(iii) a purchaser of any of the Series 2027 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

5. Compliance with Rule 15c2-12; Use of Documents. (a) A copy of the Preliminary Official Statement dated [_____] (the "Preliminary Official Statement"), of the Issuer relating to the Series 2027 Bonds has been provided to the Underwriter by the Issuer.

(b) The Preliminary Official Statement and the Official Statement have been prepared by the Issuer for use by the Underwriter in connection with the public offer, sale and distribution of the Series 2027 Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed "final" by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2027 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 (defined below).

(c) The Issuer hereby authorizes the Underwriter to use and distribute, in connection with any offer and sale of the Series 2027 Bonds: the Official Statement, the Indenture, the Resolution, and the Continuing Disclosure Undertaking (as hereinafter defined), and other documents or contracts to which the Issuer is a party in connection with the transactions contemplated by this Purchase Agreement, including this Purchase

Agreement and all information contained herein, and all other documents, certificates and statements furnished by the Issuer to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

6. The Closing. At 9:30 a.m., Utah time, on [_____, 2027] (the "Closing Date"), or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will cause to be executed and delivered [(i) the Series 2027 Bonds in book-entry form through the facilities of The Depository Trust Company, or its agent, on behalf of the Underwriter] and (ii) the closing documents hereinafter mentioned at the offices of Gilmore & Bell, P.C. ("Bond Counsel") in Salt Lake City, Utah, or another place to be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery of the Series 2027 Bonds and pay the purchase price of such Series 2027 Bonds as set forth in Section 1 hereof in immediately available funds to the order of the Issuer. This payment for and delivery of the Series 2027 Bonds, together with the execution and delivery of the aforementioned documents, is herein called the "Closing."

7. Issuer Representations, Warranties and Covenants. The Issuer represents, warrants and covenants to the Underwriter that:

(a) Due Organization, Existence and Authority. The Issuer is a political subdivision of the State of Utah (the "State"), duly organized and validly existing under the laws of the State, with full right, power and authority to execute, deliver and perform its obligations under this Purchase Agreement, the Series 2027 Bonds, the Indenture, and the Continuing Disclosure Undertaking (collectively, the "Bond Documents"), and to carry out and consummate the transactions contemplated by the Bond Documents and the Official Statement.

(b) Resolution. The Issuer has and will have on the Closing Date the power and authority to adopt the Resolution, perform its obligations thereunder and collect the Revenues.

(c) Due Authorization and Approval. By all necessary official action of the Issuer, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained or described in the Official Statement, the Bond Documents, and the Resolution and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the Bond Documents, and the Resolution will constitute the legally valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors' rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the State.

(d) Official Statement Accurate and Complete. The Preliminary Official Statement as of its date and the date of this Purchase Agreement, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the

Closing will be, true and correct in all material respects, and the Official Statement contains, and up to and including the Closing, will contain no misstatement of any material fact and does not, and up to and including the Closing, will not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system).

(e) Underwriter's Consent to Amendments and Supplements to the Official Statement. The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Series 2027 Bonds.

(f) Issuer Agreement to Amend or Supplement the Official Statement. If after the date of this Purchase Agreement and until 25 days after the end of the period described in paragraph (f)(2) of Section 240 15c2-12 in Chapter II of Title 17 of the Code of Federal Regulations ("Rule 15c2-12"), any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented Official Statement should be delivered in connection with the offers or sales of the Series 2027 Bonds to reflect such event, the Issuer promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the Issuer shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter acknowledges that the end of the period described above will be the date of Closing unless the Underwriter otherwise notifies the Issuer.

If the Official Statement is supplemented or amended pursuant to the paragraph above, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(g) No Material Change in Finances. The Issuer is not aware of the financial statements of or other financial information regarding the Issuer included in the Preliminary Official Statement and the Official Statement containing any untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. Except as otherwise described in the Official Statement, there shall not

have been any material adverse changes in the financial condition of the Issuer since the end of the fiscal year of its most recent audited financial report.

(h) No Breach or Default. As of the time of acceptance hereof, (A) the Issuer is not in default, nor has it been in default, as to principal or interest with respect to an obligation issued by the Issuer, and (B) the Issuer is not and will not be, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, a default or event of default under any such instrument; and, as of such time, the authorization, execution and delivery of the Bond Documents, the adoption of the Resolution, and compliance with the provisions of each of such agreements or instruments do not and will not, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Bond Documents.

(i) No Litigation. As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best knowledge of the Issuer after due investigation, threatened (A) in any way questioning the corporate existence of the Issuer or the titles of the officers of the Issuer to their respective offices; (B) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Series 2027 Bonds, or in any way contesting or affecting the validity of the Series 2027 Bonds or the Bond Documents or the Resolution or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Series 2027 Bonds from gross income for federal income tax purposes or contesting the powers of the Issuer to enter into the Bond Documents or to adopt the Resolution; (C) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the Issuer; or (D) contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto or asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and

there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence.

(j) No Prior Liens on Revenues. There are no bonds, notes or other obligations of the Issuer that are secured by a pledge of the Revenues that is prior to the pledge made in favor of the Series 2027 Bonds pursuant to the Indenture. Between the time of acceptance hereof and the Closing Date, the Issuer will not, without the prior written consent of the Underwriter, issue any revenue bonds or securities payable from the Revenues (as defined in the Indenture) other than the Series 2027 Bonds.

(k) Further Cooperation; Blue Sky. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (A) to qualify the Series 2027 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (B) to determine the eligibility of the Series 2027 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2027 Bonds; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(l) Consents and Approvals. All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with, the Bond Documents or the collection by the Issuer of the Revenues as contemplated in the Official Statement have been duly obtained or made, except as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2027 Bonds.

(m) Deemed Representations. Any certificate signed by any official of the Issuer and delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(n) Delivery of Official Statement. As promptly as practicable after the execution of this Purchase Agreement, but in any event no later than the seventh business day after the date of this Purchase Agreement, the Issuer shall prepare and deliver to the Underwriter one copy, in "designated electronic format" (as defined in MSRB Rule G-32), of the Official Statement of the Issuer relating to the Bonds, such Official Statement to be in substantially the same form as the Preliminary Official Statement, with only such changes as shall be necessary to reflect the terms of the Series 2027 Bonds or to conform to the provisions of the Bond Documents or as may be approved by the Underwriter (said document, including its cover page and Appendices, is herein called the "Official Statement").

(o) Continuing Disclosure. Except as described in the Official Statement, during the past five years, the Issuer has not failed to comply in any material respect with any continuing disclosure undertaking previously entered into by the Issuer pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will undertake, pursuant to a continuing disclosure undertaking (the "Continuing Disclosure Undertaking"), to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Undertaking is set forth in Appendix D to the Official Statement.

8. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Issuer contained herein, shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(i) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the Bond Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter, (ii) the Resolution and any other resolutions or ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement and the Bond Documents shall be in full force and effect, (iii) the Issuer shall perform or have performed its obligations required or specified in the Bond Documents and the Resolution to be performed at or prior to Closing, (iv) the Official Statement shall not have been supplemented or amended, except pursuant to Paragraphs 7(e)and 7(f) hereof or as otherwise may have been agreed to in writing by the Underwriter.

(ii) No Default. At the time of the Closing, no default, or any event that with the passage of time would be reasonably likely to result in default, shall have occurred or be existing under the Resolution, the Bond Documents, or any other agreement or document pursuant to which any of the Issuer's financial obligations were issued and the Issuer shall not be in default in the payment of principal or interest on any of its financial obligations which default would materially adversely impact the ability of the Issuer to collect the Revenues.

(b) Termination Events. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by written notification to the Issuer if at any time at or prior to the Closing:

(i) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading

in any material respect and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information or the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market for the Series 2027 Bonds; or

(ii) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Series 2027 Bonds which, in the opinion of the Underwriter, materially adversely affects the market for the Series 2027 Bonds; or

(iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Series 2027 Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2027 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Series 2027

Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(v) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis, or the escalation thereof, the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2027 Bonds as contemplated in the Official Statement; or

(vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2027 Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2027 Bonds as contemplated in the Official Statement; or

(vii) a general banking moratorium shall have been declared by federal or New York or State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2027 Bonds as contemplated in the Official Statement; or

(viii) a downgrading or suspension of any rating (without regard to credit enhancement) by [Moody's Investors Service ("Moody's"), [S&P Global Ratings ("S&P")], or [Fitch Ratings ("Fitch")] of any debt securities issued by the Issuer, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by [Moody's, S&P or Fitch] of any debt securities issued by the Issuer, including the Series 2027 Bonds or the Outstanding Parity Bonds;

(ix) the commencement of any action, suit or proceeding described in Paragraph 7(i) hereof which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Series 2027 Bonds; or

(x) there shall have occurred any change in the affairs or financial condition of the Issuer materially adverse to the Series 2027 Bonds.

(c) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Series 2027 Bonds the following documents:

(i) Bond Opinion. An approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the date of the Closing and substantially in the form included as Appendix E to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Issuer may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(ii) Disclosure Counsel Opinion. An opinion and letter of Gilmore & Bell, P.C., as Disclosure Counsel to the Issuer, addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(A) This Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto is a valid and binding agreement of the Issuer enforceable in accordance with its terms, except that the rights and obligations under the Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State;

(B) The Series 2027 Bonds are exempt securities that do not require registration under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended;

(C) The statements contained in the Official Statement on the cover page and under the captions ["THE SERIES 2027 BONDS" (except under the caption "Book-Entry Only System")], ["SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds,"] ["—Additional Bonds," and "TAX MATTERS"] and in Appendices [C] and [E] thereto, insofar as such statements purport to summarize certain provisions of the Series 2027 Bonds, the Indenture, and Bond Counsel's opinions concerning certain tax matters relating to the Series 2027 Bonds, present a fair and accurate summary of such provisions; and

(D) Because the primary purpose of such counsel's professional engagement was not to establish factual matters and because of the wholly or partially non-legal character of many determinations involved in the preparation of the Official Statement, such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement other than those set forth in the immediately preceding paragraph above and

makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. However, in such counsel's capacity as bond counsel, it met in conferences with representatives of and counsel for the Issuer, the Municipal Advisor, the Underwriter, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences, and in reliance thereon and on the documents, certificates and opinions herein mentioned, such counsel advises that no information came to the attention of the attorneys of such firm rendering legal services in such connection, which caused them to believe that the Preliminary Official Statement as of its date and as of the date of pricing, or the Official Statement as of its date and as of the date of the opinion, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief is expressed as to (i) the financial statements, numerical, financial, economic, demographic and statistical data, forecasts, charts, estimates, projections, assumptions or expressions of opinion; (ii) any information about book-entry and The Depository Trust Company; and (iii) information contained under the caption entitled ["SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Pledged NET REVENUES,"] ["—Historical Electric Revenues,"] ["—The Largest System Users in the City,"] and ["—Debt Service Coverage," "DEBT SERVICE SCHEDULE,"] or under the sections entitled, ["HURRICANE CITY," "FINANCIAL INFORMATION REGARDING HURRICANE CITY," and "LITIGATION,"] and Appendices [A], [B], and [F] to the Official Statement);

(iii) Opinion of Counsel to the Issuer. An opinion of the City Attorney for the Issuer, dated the Closing Date, addressed to the Underwriter, the Issuer, the Trustee and to Bond Counsel, in substantially the form set forth in Exhibit B hereto;

(iv) Issuer Certificate. A certificate of the Issuer, dated the date of the Closing, signed on behalf of the Issuer by a duly authorized officer of the Issuer to the effect that:

(A) The representations, warranties and covenants of the Issuer contained in the Purchase Agreement are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Issuer has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the Issuer at or prior to the date of the Closing;

(B) No event affecting the Issuer has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the

Official Statement in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system); and

(C) No event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Bond Documents;

(v) Trustee's Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the Trustee satisfactory in form and substance to the Underwriter, to the effect that:

(A) The Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Indenture;

(B) The Trustee is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture, and assuming due authorization and execution by the other parties thereto, the Indenture is legal, valid and binding upon the Trustee, and enforceable against the Trustee in accordance with its terms;

(C) The Trustee has duly authenticated the Series 2027 Bonds under the Indenture and delivered the Series 2027 Bonds to or upon the order of the Underwriter; and

(D) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Series 2027 Bonds or the consummation by the Trustee of its obligations under the Indenture;

(vi) Transcript. A copy of the transcript of all proceedings relating to the authorization, execution and delivery of the Series 2027 Bonds;

(vii) Official Statement. The Official Statement and each supplement or amendment, if any, thereto;

(viii) Documents. An original executed copy of each of the Bond Documents;

(ix) Resolution. A certified copy of the Resolution;

(x) IRS Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared for filing;

(xi) Tax Certificate. A tax certificate in form satisfactory to Bond Counsel;

(xii) Rating. Evidence from [S&P and Fitch] that the Series 2027 Bonds have been assigned ratings of ["_____"] and ["_____,"] respectively;

(xiii) Continuing Disclosure Undertaking. An executed copy of the Continuing Disclosure Undertaking; and

(xiv) Additional Documents. Such additional certificates, instruments and other documents as the Underwriter may reasonably deem necessary.

If the Issuer shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except as further set forth in Section 9 hereof.

9. Expenses. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, municipal advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and disclosure counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; (e) Trustee fees; and (f) the fees of counsel to the Underwriter.

The Underwriter shall pay and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2027 Bonds, including any costs or expenses related to CUSIP Service Bureau fees. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Agreement.

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2027 Bonds.

10. Notice. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to:

[UNDERWRITER/PURCHASER].
[ADDRESS]
Attention: [_____] [Title]

11. Entire Agreement. This Purchase Agreement, when accepted by the Issuer, shall constitute the entire agreement among the Issuer and the Underwriter with respect to the subject matter hereof and is made solely for the benefit of the Issuer and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the representations, warranties and agreements of the Issuer in this Purchase Agreement shall remain operative and in full force and effect except as otherwise provided herein, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2027 Bonds.

12. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2027 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (iv) the Issuer has consulted its own legal, financial and other advisors to the extent deemed appropriate, and (v) the Issuer received from the Underwriter its letter dated [_____], addressed to the Issuer concerning the Underwriter's disclosure obligations relating to the Series 2027 Bonds under MSRB Rule G-17 and the Issuer acknowledged receipt of such letter.

13. Representations, Covenants, and Agreements of the Underwriter. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Agreement.

14. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

15. Electronic Signature. Each party hereto acknowledges and agrees that it may execute this Purchase Agreement, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

16. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

17. STATE LAW GOVERNS. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.

18. No Assignment. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter or the Issuer without the prior written consent of the other party hereto.

[UNDERWRITER/PURCHASER].

_____
[Title]

Accepted as of the date
first stated above

at _____ p.m. MDT

HURRICANE CITY, UTAH

By_____
Mayor

ATTEST AND COUNTERSIGN:

By_____
City Recorder

EXHIBIT A

Hurricane City, Utah

$[PAR]
Electric Revenue Bonds, Series 2027

| Maturity Date ([_____]) | Principal Amount | Interest Rate | Price | Yield | Pricing Rule |
|---|---|---|---|---|---|

_____

c Yield to optional call on _____, 20__.
[* General rule maturities]
[(Note: There were no undersold maturities.)]

EXHIBIT B

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

$[PAR]
HURRICANE CITY, UTAH
ELECTRIC REVENUE BONDS, SERIES 2027

The undersigned, on behalf of [UNDERWRITER/PURCHASER]. (the "Underwriter"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Hurricane City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Underwriter hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Agreement (the "Purchase Agreement") by and between the Issuer and the Underwriter dated [_____] 2027 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Agreement.)

2. Issue Price.

(a) For purposes of this Certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Purchase Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Underwriter has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Schedule A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of

the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Sale Date" means the date of execution of the Purchase Agreement.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

(b) The Underwriter represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

[UNDERWRITER/PURCHASER].

By: _____

Its: _____

SCHEDULE A – [*same as in Bond Purchase Agreement*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

EXHIBIT C

FORM OF OPINION OF ISSUER'S COUNSEL

[_____, 2027]

[UNDERWRITER/PURCHASER].
[Street Address]
[City, State]

Zions Bancorporation, National Association
7860 South Bingham Junction Blvd.
Midvale, Utah

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah

Re: Hurricane City, Utah $[PAR] Electric Revenue Bonds, Series 2027

This opinion is being rendered in connection with the issuance by Hurricane City, Utah (the "Issuer") of its $[PAR] Electric Revenue Bonds, Series 2027 (the "Series 2027 Bonds") pursuant to a resolution of the Issuer adopted on October 1, 2026 ( the "Resolution"), and a General Indenture of Trust dated as of [_____ 1, 2027], as supplemented by a First Supplemental Indenture of Trust dated as of [_____ 1, 2027] (collectively, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2027 Bonds are being issued to (a) finance capital improvements to the electrical systems of the City, including the construction of two substations and transmission lines and all related improvements, and (b) pay the costs associated with the issuance of the Series 2027 Bonds.

All defined terms in this opinion shall have the meanings, respectively, as given them in the Indenture, unless expressly given a different meaning in this opinion or unless the context clearly otherwise requires.

I am the duly appointed City Attorney for Hurricane City, Utah, and am of the opinion that:

1. The Issuer is a political subdivision, municipal corporation and body politic duly organized and validly existing under the constitution and laws of the State of Utah, with full governmental powers to execute, deliver and perform its obligations under the Indenture, the Bond Purchase Agreement dated [_____] 2027, entered into by and between the Issuer and [UNDERWRITER/PURCHASER]. (the "Purchase Agreement"), and the Continuing Disclosure Undertaking between the Issuer and the Trustee dated as of [_____, 2027] (the "Continuing Disclosure Undertaking"). The Series 2027 Bonds, the Indenture, the Continuing Disclosure Undertaking and the Bond Purchase Agreement being sometimes collectively referred to herein as the "Bond Documents."

2. The Resolution has been duly adopted by the Issuer at public meetings of the City Council (at which a quorum was present and acting throughout), which was convened pursuant to a public notice thereof given in accordance with the requirements of Utah law, has been duly filed

and recorded in the official records and minutes of the Issuer, and remains in full force and effect without change, modification, amendment or rescission as of the date hereof.

3. The Bond Documents have been duly authorized, executed, adopted and delivered by the Issuer and constitute legal and valid obligations of the Issuer enforceable against the Issuer in accordance with their respective terms except that the rights and obligations under the Bond Documents are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah; and the Issuer has full right, power and authority to carry out and consummate all transactions contemplated by the Bond Documents as of the date hereof.

4. The Issuer has taken all action necessary to authorize the execution, delivery, receipt and due performance of such agreements and documents that may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Documents.

5. No additional or further approvals, consents or authorizations of the Issuer are required in connection with the participation by the Issuer in the transactions contemplated by the Bond Documents.

6. The City Council and certain other officers of the Issuer are as set forth in the General Certificate delivered at closing for the Series 2027 Bonds and each of the listed Councilmembers and elected officers has been duly elected and is qualified to hold said position and each of the officers of the Issuer has been duly appointed and is qualified to hold said position.

7. Other than as described in the Indenture, the Issuer does not currently have outstanding any indebtedness or other obligations secured by a lien on the Revenues pledged under the Indenture.

8. The execution and delivery of the Bond Documents do not violate the Constitution or laws of the State of Utah, or any applicable law, rule, order, regulations, licenses or permits of any state or federal government authority or agency to which the Issuer or any of its property is subject or bound, or any court order by which the Issuer or any of its property is or may be bound, and such action does not constitute a material breach of or default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Issuer is a party or is bound; and as of the date hereof, no approval or other action by any state governmental authority or agency is required in connection therewith, except such approvals or actions which have heretofore been obtained or taken.

9. The Issuer has duly approved the Preliminary Official Statement dated as of [_____, 2027] (the "Preliminary Official Statement") and the Official Statement dated as of [_____] 2027 (the "Official Statement"), and authorized their use in connection with the offer and sale of the Series 2027 Bonds, and no facts have come to my attention that would lead me to believe that the Preliminary Official Statement, as of its date and as of the date of the Purchase Agreement, and the Official Statement, as of its date and as of the date hereof, contained

or contains an untrue statement of material fact, or omitted or omits to state a material fact, in order to make the statements and information contained therein relating to the Issuer in any material respect not misleading.

10. To the best of my knowledge, there are no legal or governmental proceedings (including any action, suit, proceeding, inquiry or litigation or investigation at law or in equity before or by any court, public board or body, or any governmental or administrative authority or agency) pending, threatened or contemplated (or any basis therefor):

(a) wherein an unfavorable decision, ruling or finding might materially adversely affect the financial condition or operations of the Issuer, or transactions contemplated by the Bond Documents;

(b) challenging in any way the titles of the members of the City Council or the officials of the Issuer or their rights to their respective offices;

(c) seeking to restrain or enjoin the issuance, sale or delivery of the Series 2027 Bonds or the execution, delivery and performance of the Bond Documents or the source of payment for the Series 2027 Bonds or the imposition, levy or collection of the taxes included in the Revenues;

(d) directly or indirectly contesting or affecting the authority for or the validity of the Bond Documents or the imposition, levy or collection of the taxes included in the Revenues or moneys to pay the Series 2027 Bonds or the application of the proceeds of the Series 2027 Bonds or any of the transactions referred to in the Bond Documents or contemplated thereby or contesting the authority of the Issuer to enter into or perform its obligations under any of the Bond Documents, or under which a determination adverse to the Issuer would have a material adverse effect upon the financial condition or the revenues of the Issuer, or which, in any manner, questions or affects the right or ability of the Issuer to enter into the Bond Documents or affects in any manner the right or ability of the Issuer to impose, levy and collect the taxes included in the Revenues; or

(e) contesting the creation, organization, existence or powers of the Issuer or its authority to adopt the Resolution, to issue the Series 2027 Bonds and to execute and deliver the Bond Documents or which would have a material adverse effect on the boundaries of the Issuer.

11. No action, suit, or proceeding is now pending and, to my knowledge, no inquiry, investigation, or litigation of any nature is threatened, that, in either case, questions or in any manner challenges compliance by the Issuer with the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code Annotated 1953, as amended.

Very truly yours,

[City Attorney]

# FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____1, 2027]

by and between

HURRICANE CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

Supplementing the
General Indenture of Trust
Dated as of [_____1, 2027]

Table of Contents

Page

ARTICLE I
SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture ..... 2
Section 1.2 Definitions ..... 2

ARTICLE II
ISSUANCE OF THE SERIES 2027 BONDS

Section 2.1 Principal Amount, Designation and Series ..... 3
Section 2.2 Date, Maturities and Interest ..... 3
Section 2.3 Optional Redemption ..... 4
Section 2.4 Execution of Bonds ..... 4
Section 2.5 Delivery of Bonds ..... 4
Section 2.6 Designation of Registrar ..... 4
Section 2.7 Designation of Paying Agent ..... 4
Section 2.8 Book-Entry System ..... 5
Section 2.9 Limited Obligation ..... 7
Section 2.10 Perfection of Security Interest ..... 7
Section 2.11 Series 2027 Bonds as Initial Bonds ..... 7

ARTICLE III
APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1 Creation of Series 2027 Accounts ..... 7
Section 3.2 Application of Proceeds of the Series 2027 Bonds ..... 7
Section 3.3 No Series 2027 Debt Service Reserve Requirement ..... 7
Section 3.4 Series 2027 Acquisition/Construction Account ..... 7
Section 3.5 Repair and Replacement Fund. ..... 8

ARTICLE IV
CONFIRMATION OF GENERAL INDENTURE

ARTICLE V
MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2027 Bonds ..... 8
Section 5.2 Severability ..... 8
Section 5.3 Counterparts ..... 8
Section 5.4 Electronic Signatures ..... 8
Section 5.5 Applicable Law ..... 8
Section 5.6 Effective Date ..... 9
EXHIBIT A (FORM OF SERIES 2027 BOND) ..... A-1
EXHIBIT B COST OF ISSUANCE DISBURSEMENT REQUEST ..... B-1

FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust, dated as of [_____1, 2027], by and between Hurricane City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions Bancorporation, National Association, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of [_____1, 2027] (the "General Indenture") with the Trustee; and

WHEREAS, the Issuer desires to issue a series of bonds in order to finance improvements and additions to its electric system facilities (the "System") as hereinafter set forth; and

WHEREAS, in order to (a) finance capital improvements to the electrical systems of the City (the "System") including the construction of two substations and transmission lines and all related improvements (collectively, the "Series 2027 Project"), (b) [fund any required debt service reserve fund,] and (c) finance the costs of issuance of the Series 2027 Bonds (defined below) herein authorized, the Issuer has determined to issue its Electric Revenue Bonds, Series 2027 in the aggregate principal amount of $[PAR] (the "Series 2027 Bonds"); and

WHEREAS, the Series 2027 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this First Supplemental Indenture (the "First Supplemental Indenture," and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2027 Bonds and of this First Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2027 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2027 Bonds and all other Bonds Outstanding and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this First Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association,

as Trustee, its successors in trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers of Security Instrument for any Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, or any Security Instrument Repayment Obligations over any of the others, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

## ARTICLE I
## SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This First Supplemental Indenture is supplemental to and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Dated Date" means the date of delivery of the Series 2027 Bonds.

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

"Interest Payment Date" means, with respect to the Series 2027 Bonds, each [_____] and [_____] commencing [_____], [20__].

"Series 2027 Acquisition/Construction Account" means the account established within the Acquisition/Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2027 Bonds shall be deposited as provided herein.

"Series 2027 Bonds" means the Hurricane City, Utah, Electric Revenue Bonds, Series 2027 authorized herein.

["Series 2027 Debt Service Reserve Account" means the account established within the Debt Service Reserve Fund under the General Indenture held in trust by the Trustee.]

"Series 2027 Debt Service Reserve Requirement" means, with respect to the Series 2027 Bonds, an amount equal to [$0].

"Series 2027 Project" means the financing of capital improvements to the System, including the construction of two substations and transmission lines and all related improvements.

"Underwriter" [Underwriter Name], as underwriter of the Series 2027 Bonds pursuant to a Bond Purchase Agreement dated [_____], by and between the Underwriter and the Issuer.

## ARTICLE II
## ISSUANCE OF THE SERIES 2027 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2027 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance the Series 2027 Project, [(ii) fund any deposits into a debt service reserve, if necessary], and (iii) pay costs incurred in connection with the issuance of the Series 2027 Bonds. The Series 2027 Bonds shall be limited to $[PAR] in aggregate principal amount, shall be issued in fully registered form, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2027 Bonds shall be designated as and shall be distinguished from the Bonds of all other series by the title, "Electric Revenue Bonds, Series 2027."

Section 2.2 Date, Maturities and Interest. The Series 2027 Bonds shall be dated as of the Dated Date, and shall mature in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2027 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

| Maturity ([_____]) | Principal Amount | Interest Rate |
|---|---|---|
| 2026 | $ | % |
| 2027 | | |
| 2028 | | |
| 2029 | | |
| 2030 | | |

| Maturity ([_____]) | Principal Amount | Interest Rate |
|---|---|---|
| 2031 | | |
| 2032 | | |
| 2033 | | |
| 2034 | | |
| 2035 | | |
| 2036 | | |
| 2037 | | |
| 2038 | | |
| 2039 | | |
| 2040 | | |
| 2041 | | |
| 2042 | | |
| 2043 | | |
| 2044 | | |
| 2045 | | |

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 [Optional Redemption. The Series 2027 Bonds maturing on or before [_____], 20__ are not subject to redemption prior to maturity. The Series 2027 Bonds maturing on or after [_____], 20__ are subject to redemption prior to maturity in whole or in part at the option of the Issuer on [_____], 20__ or on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as November be selected by the Issuer at a redemption price equal to 100% of the principal amount of the Series 2027 Bonds to be redeemed plus accrued interest, if any, thereon to the date of redemption.]

Section 2.4 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2027 Bonds and the City Recorder to countersign and attest by facsimile or manual signature the Series 2027 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2027 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2027 Bonds.

Section 2.5 Delivery of Bonds. It is hereby determined that the Series 2027 Bonds shall be authenticated and delivered to the Underwriter upon compliance with the General Indenture and payment of the purchase price thereof.

Section 2.6 Designation of Registrar. The Trustee is hereby designated as Registrar for the Series 2027 Bonds, acceptance of which appointment shall be evidenced by execution of this First Supplemental Indenture by the Registrar.

Section 2.7 Designation of Paying Agent. The Trustee is hereby designated as Paying Agent for the Series 2027 Bonds, acceptance of which appointment shall be evidenced by execution of this First Supplemental Indenture by the Paying Agent.

Section 2.8 [Book-Entry System. (a) Except as provided in paragraphs (b) and (c) of this Section 2.8 the Registered Owner of all Series 2027 Bonds shall be, and the Series 2027 Bonds shall be registered in the name of Cede & Co., 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 2.8, "DTC"). Payment of the interest on any Series 2027 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 Bond Registrar.

(a) The Series 2027 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 2027 Bonds. Upon initial issuance, the ownership of each such Series 2027 Bond shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2027 Bonds so registered in the name of Cede, the Issuer, 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 2027 Bonds. Without limiting the immediately preceding sentence, the Issuer, 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 2027 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2027 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 2027 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2027 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2027 Bond, (2) giving notices of redemption and other matters with respect to such Series 2027 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2027 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 2027 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer'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 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer 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.

(b) Except as provided in paragraph (c)(iii) of this Section 2.8 and notwithstanding any other provisions of this First Supplemental Indenture, the Series 2027 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.

(i) DTC may determine to discontinue providing its services with respect to the Series 2027 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2027 Bonds under applicable law.

(ii) The Issuer, 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 2027 Bonds if the Issuer 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 2027 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2027 Bonds upon receipt by the Issuer, 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 2027 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2027 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2027 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 2027 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2027 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2027 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, 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 2027 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 Issuer shall execute, and the Registrar shall authenticate Series 2027 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 2027 Bonds.

(iv) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2027 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 2027 Bond and all notices with respect to such Series 2027 Bond shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2027 Bonds registered in the name of Cede pursuant to this Second Supplemental Indenture by the Issuer or the Registrar with respect

to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.]

Section 2.9 Limited Obligation. The Series 2027 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2027 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2027 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 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues.

Section 2.11 Series 2027 Bonds as Initial Bonds. The Series 2027 Bonds are issued as the Initial Bonds under the General Indenture.

## ARTICLE III
## APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1 Creation of Series 2027 Accounts. There is hereby established with the Trustee a Series 2027 Acquisition/Construction Account within the Acquisition/Construction Fund.

Section 3.2 Application of Proceeds of the Series 2027 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2027 Bonds in the amount of $[_____] (being an amount equal to the principal amount thereof, plus a [net] reoffering premium of $[_____], less an Underwriter's discount of $[_____], and the Trustee shall deposit said proceeds into the Series 2027 Acquisition/Construction Account.

Section 3.3 [No Series 2027 Debt Service Reserve Requirement. There shall be no Series 2027 Debt Service Reserve Requirement with respect to the Series 2027 Bonds.]

Section 3.4 Series 2027 Acquisition/Construction Account. Disbursements of moneys in the Series 2027 Acquisition/Construction Account shall be made in accordance with the terms of Section 5.1 of the General Indenture; provided, however, that costs of issuance shall be paid by the Trustee from the Series 2027 Acquisition/Construction Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request signed by an Authorized Representative of the Issuer in substantially the form of Exhibit B attached hereto.

Section 3.5 Repair and Replacement Fund. For purposes of the Series 2027 Bonds, the Repair and Replacement Reserve Requirement is [$0].

## ARTICLE IV
## CONFIRMATION OF GENERAL INDENTURE

As supplemented by this First Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this First Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

## ARTICLE V
## MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2027 Bonds. The sale of the Series 2027 Bonds to the Underwriter at the price described above, is hereby ratified, confirmed and approved.

Section 5.2 Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this First Supplemental Indenture contained, shall not affect the remaining portions of this First Supplemental Indenture, or any part thereof.

Section 5.3 Counterparts. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.4 Electronic Signatures. Each party hereto acknowledges and agrees that it may execute this Indenture, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

Section 5.5 Applicable Law. THIS FIRST SUPPLEMENTAL INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE OF UTAH.

Section 5.6 Effective Date. This First Supplemental Indenture shall become effective immediately upon execution.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplemental Indenture of Trust to be executed as of the date first written above.

HURRICANE CITY, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

By:_____
City Recorder

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____

Title:_____

EXHIBIT A

(FORM OF SERIES 2027 BOND)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) 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 such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

Registered Registered

UNITED STATES OF AMERICA
HURRICANE CITY, UTAH
ELECTRIC REVENUE BONDS
SERIES 2027

Number R - ___ $_____

| Interest Rate | Maturity Date | Dated Date | CUSIP |
|---|---|---|---|
| % | [_____], ____ | [_____, 2027] | |

Registered Owner: [CEDE & CO.]

Principal Amount: _____

Hurricane City, Utah (the "Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on [_____] and [_____] of each year, commencing [_____], 20__ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the designated offices of Zions Bancorporation, National Association, Corporate Trust Department, Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated as the "Electric Revenue Bonds, Series 2027" (the "Series 2027 Bonds") in the aggregate principal amount of $[PAR] of like tenor and effect, except as to date of maturity and interest rate, numbered R-01 and upwards, issued by the Issuer pursuant to a General Indenture of Trust dated as of [_____1, 2027], as supplemented by a First Supplemental Indenture of Trust dated as of [_____1, 2027] (collectively the "Indenture") approved by a resolution of the Issuer adopted on October 1, 2026 (the "Bond Resolution"), for the purpose of (i) financing capital improvements to the electrical systems of the City (the "System") including the construction of two substations and transmission lines and all related improvements, [(ii) funding any required deposits into a debt service reserve fund, if necessary,] and (iii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Hurricane City, Utah Electric Revenue Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Net Revenues (as defined in the Indenture) derived and to be derived from the Issuer's System all as more fully described and provided in the Indenture.

As more fully provided in the Indenture, the Series 2027 Bonds shall be payable only from the Net Revenues (as defined in the Indenture) and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2027 Bonds, 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 such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2027 Bonds, the terms upon which the Series 2027 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

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

Interest on the Series 2027 Bonds authenticated prior to the first Interest Payment Date shall accrue from the Dated Date specified above. Interest on the Series 2027 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2027 Bonds shall be in default, interest on the Series 2027 Bonds issued in exchange for Series 2027 Bonds surrendered for transfer or

exchange shall be payable from the date to which interest has been paid in full on the Series 2027 Bonds surrendered.

The Series 2027 Bonds are subject to optional [and mandatory sinking fund] redemption as provided in the Indenture.

The Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the designated corporate offices of Zions Bancorporation, National Association (the "Registrar"), in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

This Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and this Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Net Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

This Bond and the issue of Bonds of which it is a part are issued in conformity with and after full compliance with the Constitution of the State of Utah and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Bond and the issue of which it forms a part, as authorized for issue under the

Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Bond is one and all bonds issued on a parity with this Bond.

This Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

HURRICANE CITY, UTAH

(SEAL)

(facsimile or manual signature)
Mayor

COUNTERSIGN:

(facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Electric Revenue Bonds, Series 2027 of Hurricane City, Utah.

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____(Manual Signature)_____
Vice President

Date of Authentication: _____

ASSIGNMENT

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

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature:_____

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

Signature Guaranteed:

_____

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).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
7860 South Bingham Junction Blvd.
Midvale, Utah 84047

Pursuant to Section 3.4 of the First Supplemental Indenture of Trust dated as of [_____1, 2027], you are hereby authorized to pay to the following costs of issuance from the Series 2027 Acquisition/Construction Account:

(See Attached Schedule)

_____
AUTHORIZED REPRESENTATIVE,
HURRICANE CITY, UTAH

Costs of Issuance

| Payee | Purpose | Amount |
|---|---|---|

# GENERAL INDENTURE OF TRUST

Dated as of [_____1, 2027]

between

HURRICANE CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

Relating to

HURRICANE CITY, UTAH
ELECTRIC REVENUE BONDS

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

Section 1.1 Definitions....2
Section 1.2 Indenture to Constitute Contract....16
Section 1.3 Construction....16

ARTICLE II
THE BONDS

Section 2.1 Authorization of Bonds....17
Section 2.2 Description of Bonds; Payment....17
Section 2.3 Execution; Limited Obligation....18
Section 2.4 Authentication and Delivery of Bonds....19
Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds....21
Section 2.6 Registration of Bonds; Persons Treated as Owners....21
Section 2.7 Redemption Provisions....22
Section 2.8 Notice of Redemption....22
Section 2.9 Partially Redeemed Fully Registered Bonds....24
Section 2.10 Cancellation....24
Section 2.11 Nonpresentation of Bonds....24
Section 2.12 Initial Bonds....25
Section 2.13 Issuance of Additional Bonds....25
Section 2.14 Form of Bonds....27
Section 2.15 Covenant Against Creating or Permitting Liens....27
Section 2.16 Perfection of Security Interest....27

ARTICLE III
CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Acquisition/Construction Fund....27
Section 3.2 Creation of Revenue Fund....27
Section 3.3 Creation of Bond Fund....27
Section 3.4 Creation of Sinking Fund Account....27
Section 3.5 Creation of Debt Service Reserve Fund....28
Section 3.6 Creation of Reserve Instrument Fund....28
Section 3.7 Creation of Repair and Replacement Fund....28
Section 3.8 Creation of Rebate Fund....28
Section 3.9 Creation of Rate Stabilization Fund....28
Section 3.10 Creation of Funds and Accounts....28

ARTICLE IV
APPLICATION OF BOND PROCEEDS

ARTICLE V
USE OF FUNDS


Section 5.1 Use of Acquisition/Construction Fund ....28
Section 5.2 Application of Revenues ....29
Section 5.3 Use of Bond Fund ....32
Section 5.4 Use of Sinking Fund Account ....33
Section 5.5 Use of Debt Service Reserve Fund ....33
Section 5.6 Use of Reserve Instrument Fund ....34
Section 5.7 Use of Repair and Replacement Fund ....35
Section 5.8 Use of Rebate Fund ....35
Section 5.9 Investment of Funds ....36
Section 5.10 Trust Funds ....37
Section 5.11 Method of Valuation and Frequency of Valuation ....37
Section 5.12 Use of Rate Stabilization Fund ....37


ARTICLE VI
GENERAL COVENANTS


Section 6.1 General Covenants ....38
Section 6.2 Lien of Bonds; Equality of Liens ....39
Section 6.3 Payment of Principal and Interest ....39
Section 6.4 Performance of Covenants; Issuer ....40
Section 6.5 List of Bondholders ....40
Section 6.6 Designation of Additional Paying Agents ....40
Section 6.7 Tax Exemption of Bonds and Direct Payments ....40
Section 6.8 Expeditious Construction ....41
Section 6.9 Management of System ....41
Section 6.10 Use of Legally Available Moneys ....41
Section 6.11 Payment of Taxes and Other Charges ....41
Section 6.12 Insurance ....42
Section 6.13 Instruments of Further Assurance ....42
Section 6.14 Covenant Not to Sell ....42
Section 6.15 Billing Procedure ....43
Section 6.16 Annual Budget ....43


ARTICLE VII
EVENTS OF DEFAULT; REMEDIES


Section 7.1 Events of Default ....43
Section 7.2 Remedies; Rights of Registered Owners ....44
Section 7.3 Right of Registered Owners to Direct Proceedings ....45
Section 7.4 Application of Moneys ....45
Section 7.5 Remedies Vested in Trustee ....46
Section 7.6 Rights and Remedies of Registered Owners ....46
Section 7.7 Termination of Proceedings ....47
Section 7.8 Waivers of Events of Default ....47

Section 7.9 Cooperation of Issuer ..... 48

ARTICLE VIII
THE TRUSTEE

Section 8.1 Acceptance of the Trusts ..... 48
Section 8.2 Fees, Charges and Expenses of Trustee ..... 50
Section 8.3 Notice to Registered Owners if Event of Default Occurs ..... 50
Section 8.4 Intervention by Trustee ..... 51
Section 8.5 Successor Trustee ..... 51
Section 8.6 Resignation by the Trustee ..... 51
Section 8.7 Removal of the Trustee ..... 51
Section 8.8 Appointment of Successor Trustee; Temporary Trustee ..... 51
Section 8.9 Concerning Any Successor Trustee ..... 52
Section 8.10 Trustee Protected in Relying Upon Indenture, Etc. ..... 52
Section 8.11 Successor Trustee as Trustee, Paying Agent and Bond Registrar ..... 52
Section 8.12 Trust Estate May Be Vested in Separate or Co-Trustee ..... 52
Section 8.13 Annual Accounting ..... 53
Section 8.14 Indemnification ..... 53
Section 8.15 Trustee's Right to Own and Deal in Bonds ..... 53
Section 8.16 Direct Payment Authorization ..... 53

ARTICLE IX
SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers ..... 54
Section 9.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners ..... 55
Section 9.3 Opinion of Counsel as to Supplemental Indenture ..... 56

ARTICLE X
DISCHARGE OF INDENTURE

ARTICLE XI
MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners ..... 58
Section 11.2 Limitation of Rights ..... 59
Section 11.3 Severability ..... 59
Section 11.4 Notices ..... 59
Section 11.5 Trustee as Paying Agent and Registrar ..... 59
Section 11.6 Counterparts ..... 59
Section 11.7 Electronic Signatures ..... 59
Section 11.8 Applicable Law ..... 60
Section 11.9 Immunity of Officers and Directors ..... 60
Section 11.10 Holidays ..... 60

Section 11.11 Effective Date .....60
Section 11.12 Compliance with Act .....60

EXHIBIT A FORM OF REQUISITION ..... A-1

THIS GENERAL INDENTURE OF TRUST, dated as of [_____1, 2027] by and between HURRICANE CITY, UTAH (the "Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its corporate trust office in Salt Lake City, Utah, as trustee (the "Trustee"),

W I T N E S S E T H:

WHEREAS, the Issuer desires to finance improvements and additions to its electric system (the "System"), including, but not limited to additions, extensions, buildings and other improvements to house and operate said facilities, to refund and retire existing obligations, to fund debt service reserves, and to pay issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized and defined; and

WHEREAS, the Issuer anticipates that the Revenues, after payment of Operation and Maintenance Expenses (the "Net Revenues") will be sufficient to pay debt service on the Bonds issued hereunder; and

WHEREAS, the Net Revenues will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Initial Bonds (as herein defined) and the Issuer desires to pledge said Net Revenues toward the payment of the principal and interest on said Bonds; and

WHEREAS, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and/or the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), the Issuer is authorized to issue its bonds payable from a special fund into which the Net Revenues of the Issuer may be pledged;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof, the issuance by the Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and in order to secure the payment of the principal of and premium, if any, and interest on the Bonds, of all Security Instrument Repayment Obligations according to their tenor and effect and of all Reserve Instrument Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds, in all Security Instrument Agreements and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto its successors in trust forever all right, title and interest of the Issuer in and to (i) the Net Revenues, (ii) all moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund), and (iii) all other rights hereinafter granted, first, for the further securing of the Bonds and all Security Instrument Repayment Obligations, and second, for the further security of all Reserve Instrument Repayment Obligations, subject only to

the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture and any Supplemental Indenture;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors and assigns in such trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust set forth in this Indenture, FIRST, for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds issued pursuant to and secured by this Indenture and all Security Instrument Issuers without privilege, priority or distinction as to the lien or otherwise of any Bond or Security Instrument Repayment Obligation over any other by reason of time of issuance, sale, delivery, maturity or expiration thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Indenture; and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation 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 Issuer, 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 X 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 Issuer, 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 Net Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

## ARTICLE I
## DEFINITIONS

Section 1.1 Definitions. As used in this Indenture, the following terms shall have the following meanings unless the context otherwise clearly indicates:

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

"Acquisition/Construction Fund" means the Hurricane City, Utah, Electric Revenue Acquisition/Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

"Act" means 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, each to the extent applicable.

"Additional Bonds" means all Bonds issued under this Indenture other than the Initial Bonds.

"Administrative Costs" means all Security Instrument Costs, Reserve Instrument Costs and Rebatable Arbitrage.

"Aggregate Annual Debt Service Requirement" means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specific period) on all Series of Bonds Outstanding or any specified portion thereof.

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

"Authorized Representatives" means the Mayor, (or Mayor Pro Tem), City Recorder, City Manager, or any other officer of the Issuer so designated in writing by an Authorized Representative of the Issuer to the Trustee.

"Average Aggregate Annual Debt Service Requirement" means the total of all Aggregate Annual Debt Service Requirements divided by the total Bond Fund Years of the Bonds Outstanding or any specified portion thereof.

"Balloon Bonds" means, unless otherwise provided in the related Supplemental Indenture, Bonds (and/or Security Instrument Repayment Obligations relating thereto), 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 Owner thereof may be redeemed, during any period of twelve consecutive months; provided, however, that to constitute Balloon Bonds, the Issuer must so designate such Bonds.

"Bond Fund" means the Hurricane City, Utah, Electric Revenue Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

"Bond Fund Year" means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

"Bondholder," "Bondowner," "Registered Owner" or "Owner" means the registered owner of any Bonds herein authorized according to the registration books of the Issuer maintained by the Trustee as Registrar.

"Bonds" means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to this Indenture, including the Initial Bonds and any Additional Bonds.

"Business Day" means any day (i) (a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

"Capital Appreciation Bonds" means Bonds the interest on which (i) 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 (ii) is payable upon maturity or prior redemption of such Bonds.

"City Recorder" means the City Recorder of the Issuer and any deputy to the City Recorder or any successor to the duties of such office.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Paper Program" means commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

"Corporate Trust Office" means the designated corporate trust office of the Trustee at which, at any particular time, its corporate trust business shall be administered, which at the date of execution of this Indenture is that specified in Section 11.4 hereof.

"Cost" or "Costs" or "Cost of Completion," or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award of contracts;

(b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;

(c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;

(d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(e) interest expenses, including interest on the Series of Bonds relating to a Project;

(f) printing, engraving and other expenses of financing, fees of financial rating services and costs of issuing the Series of Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));

(g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;

(h) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;

(i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;

(j) cost of site improvements performed by the Issuer in anticipation of a Project;

(k) moneys necessary to fund the funds created under this Indenture;

(l) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any discount on bonds or other securities, and of any reserves for the payment of the principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;

(m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any bonds or other obligations, "Cost" includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), (i), (k), (l), (m) and (o) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

"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 or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, 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 all Bonds other than 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 Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds, plus (ii) the Principal Installments payable during such Bond Fund Year on (a) 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 (b) such Repayment Obligations then outstanding;

*provided, however, for purposes of Section 2.13 hereof,*

(1) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Bond Fund Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations as shall be established for this purpose in the opinion of the Issuer's municipal advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(2) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Bond Fund Year for any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate, in the opinion of the Issuer's municipal advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Bond Fund Year with respect to any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all principal and interest payments that would be payable during such Bond Fund 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, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's municipal advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(5) 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 Issuer with respect to such Paired Obligations; and

(6) amortization of Balloon Bonds may be assumed on a level debt service basis over a twenty-year period at the interest rate based on the Revenue Bond Index as last published in *The Bond Buyer*, provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists;

and further provided, that there shall be excluded from Debt Service (a) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, (b) 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, 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, (c) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations and (d) all interest on Bonds to the extent of Direct Payments attributable to Debt Service on Outstanding Bonds or Additional Bonds proposed to be issued.

"Debt Service Reserve Fund" means the Hurricane City, Utah, Debt Service Reserve Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Debt Service Reserve Requirement" means with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (i) 10% of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds 2% of original principal, then determined on the basis of initial purchase price to the public), (ii) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (iii) 125% of the average annual Debt Service for such Series of Bonds; provided, however, that in the event any Series of Additional Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series of Bonds issued pursuant to the Indenture, then the portion of such Series of Bonds that remain Outstanding immediately after the issuance of such Additional Bonds and the portion of such Additional Bonds that is allocable to the refunding of such Series of Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two Series pro rata based upon the total principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds, by a Reserve Instrument as herein provided or, if provided in the related Supplemental Indenture, may be accumulated over time. Each Account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

"Direct Obligations" means noncallable Government Obligations.

"Direct Payments" means the interest subsidy payments received by the Issuer from the Internal Revenue Service pursuant to Section 6431 of the Code or other substantially similar programs with respect to Bonds issued hereunder.

"Direct Payment Bonds" means the interest subsidy bonds issuable by the Issuer under Sections 54AA and 6431 of the Code and a "qualified bond" under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

"Escrowed Interest" means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code, in connection with the issuance of Refunding Bonds or Cross-over Refunding Bonds secured by such amounts 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.

"Event of Default" means with respect to any default or event of default hereunder any occurrence or event specified in and defined by Section 7.1 hereof.

"Fitch" means Fitch Ratings.

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

"Government Obligations" means solely one or more of the following:

(a) State and Local Government Series issued by the United States Treasury ("SLGS");

(b) United States Treasury bills, notes and bonds, as traded on the open market;

(c) Zero Coupon United States Treasury Bonds; and

(d) Any other direct obligations of or obligations unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as "REFCORP strips").

"Impact Fees" means all impact fees received by the Issuer included in Revenues.

"Indenture" means this General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

"Initial Bonds" means the first Series of Bonds issued under this Indenture.

"Interest Payment Date" means the stated payment date of an installment of interest on the Bonds.

"Interest Rate Swap" means an agreement between the Issuer or the Trustee and a Swap Counterparty related to a Series of Bonds whereby a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount. If the Issuer or the Trustee enters into more than one Interest Rate Swap with respect to a Series of Bonds, each Interest Rate Swap shall specify the same payment dates.

"Issuer" means Hurricane City, Utah, and its successors.

"Mayor" means the Mayor of the Issuer and any deputy to the Mayor or any successor to the duties of such office.

"Moody's" means Moody's Investors Service, Inc.

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

"Operation and Maintenance Expenses" means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the Issuer or

paid to any other entity pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, including costs for electricity, cost of audits hereinafter required, payment of promotional and marketing expenses and real estate brokerage fees, payment of premiums for the insurance hereinafter required, Administrative Costs and, generally all expenses, exclusive of depreciation (including depreciation related expenses of any joint venture) and, any in-lieu of tax transfers to Issuer funds, interest expense for interfund loans from Issuer funds, and reimbursement to the Issuer for general overhead and administration of the Issuer, which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

"Other Available Funds" means for any year the amount available throughout the applicable year for transfer from the Rate Stabilization Fund to the Revenue Fund, as designated by the Issuer.

"Outstanding" or "Bonds Outstanding" means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) any Bond or portion thereof which at the time has been paid or deemed paid pursuant to Article X of this Indenture; and

(b) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 6.6 and 11.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

"Pledged Bonds" means any Bonds that have been (i) pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations or (ii) purchased and held by a Security Instrument Issuer pursuant to a Security Instrument.

"Principal" means (i) 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 (ii) with respect to any Current Interest Bond, the principal amount of such Bond payable at maturity.

"Principal Installment" means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established,

or (b) the unsatisfied balance 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 and (ii) with respect to any Repayment Obligations, the principal amount of such Repayment Obligations due on a certain future date.

"Project" means the acquisition, construction, and/or renovation of the System, or the acquisition of improvements and equipment (with an expected life beyond a current Fiscal Year) for use in the System.

"Put Bond" means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Bond and designating it as a "Put Bond."

"Qualified Engineer" means any registered or licensed engineer or architect or engineer or firm of such engineers or architects and engineers generally recognized to be qualified in engineering matters relating to construction and maintenance of municipal electric systems. "Qualified Engineer" may include any registered or licensed engineer employed by the Issuer.

"Qualified Investments" means any of the following securities:

(a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America including: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Housing Administration; the Maritime Administration: General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(c) Money market funds rated "AAAm" or "AAAm-G" or better by S&P and/or the equivalent rating or better of Moody's (if so rated), including money market funds from which the Trustee or its affiliates derive a fee for investment advisory services to the fund;

(d) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by S&P, and which matures not more than 270 days after the date of purchase;

(e) Bonds, notes or other evidences of indebtedness rated "AAA" by S&P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(f) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, including the Trustee and its affiliates, which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after

the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(h) Any other investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

"Rate Stabilization Fund" means the Rate Stabilization Fund of the Issuer to be held by the Issuer and administered pursuant to Section 5.12 hereof.

"Rating Agency" means Fitch, Moody's or S&P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued hereunder at the request of the Issuer. If any such Rating Agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

"Rating Category" or "Rating Categories" mean 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.

"Rebatable Arbitrage" means with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

"Rebate Fund" means the Hurricane City, Utah, Electric Revenue Rebate Fund created in Section 3.8 hereof to be held by the Trustee and administered pursuant to Section 5.8 hereof.

"Register" means the record of ownership of the Bonds maintained by the Registrar.

"Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the registrar for the Bonds pursuant to Sections 2.6, 6.5 and 11.5 hereof, and any additional or successor registrar appointed pursuant hereto.

"Regular Record Date" means unless otherwise provided by Supplemental Indenture for a Series of Bonds, the fifteenth day of the month immediately preceding each Interest Payment Date.

"Regulations" and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

"Remarketing Agent" means a remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

"Repair and Replacement Fund" means the Hurricane City, Utah, Electric Revenue Repair and Replacement Fund created in Section 3.7 hereof to be held by the Issuer and administered pursuant to Section 5.7 hereof.

"Repair and Replacement Reserve Requirement" means the amount or amounts from time to time required under each Supplemental Indenture to be on deposit in the Repair and Replacement Fund.

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

"Reserve Instrument" means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a Series of Bonds. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

"Reserve Instrument Agreement" means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

"Reserve Instrument Costs" means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

"Reserve Instrument Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

"Reserve Instrument Fund" means the Hurricane City, Utah, Electric Revenue Reserve Instrument Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

"Reserve Instrument Limit" means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund 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 of the applicable Series of Bonds.

"Reserve Instrument Provider" 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 Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement (including the Supplemental Indenture authorizing the use of such Reserve Instrument) to repay the Reserve Instrument Provider 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.

"Revenue Fund" means the Hurricane City, Utah, Electric Revenue Fund created in Section 3.2 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

"Revenues" means all revenues, fees (including connection fees and Impact Fees to the extent such Impact Fees can legally be used for the purposes financed hereunder), Direct Payments, income, rents and receipts received or earned by the Issuer from or attributable to the ownership and operation of the System (including proceeds of business interruption insurance), together with all interest earned by and profits derived from the sale of investments made with the income and revenues.

"S&P" means S&P Global Ratings.

"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 (but does not include a Reserve Instrument); 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 Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of 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 or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

"Security Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer 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.

"Series" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Sinking Fund Account" means the Hurricane City, Utah, Electric Revenue Sinking Fund Account of the Bond Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of Article IX hereof.

"Swap Counterparty" means a member of the International Swap Dealers Association rated in one of the three top Rating Categories by at least one of the Rating Agencies and meeting the requirements of applicable laws of the State.

"Swap Payments" means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable to the Swap Counterparty by the Issuer. Swap Payments do not include any Termination Payments.

"Swap Receipts" means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable for the account of the Issuer by the Swap Counterparty. Swap Receipts do not include amounts received with respect to the early termination or modification of an Interest Rate Swap.

"System" means collectively, the Issuer's electric system, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said system, or any part thereof, hereafter acquired or constructed, and together with all lands, easements, interests in land, licenses, electric rights and rights of way of the Issuer and all other works, property, structures, equipment of the Issuer, personal property and contract rights and other tangible and

intangible assets of the Issuer now or hereafter owned, acquired or used in connection with or related to said system.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Termination Payments" means the amount payable to the Swap Counterparty by the Issuer with respect to the early termination or modification of an Interest Rate Swap. Termination Payments may only be payable from and secured by Net Revenues after payment of all amounts then due pursuant to the Indenture.

"Trustee" means Zions Bancorporation, National Association or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

"Utah Code" means Utah Code Annotated 1953, as amended.

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

"Year" means any twelve consecutive month period.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance, delivery, maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security Instrument Repayment Obligations over any others, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3 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 in the singular number include the plural, and words in the plural include the singular.

(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.

## ARTICLE II
## THE BONDS

Section 2.1 Authorization of Bonds. There is hereby authorized for issuance hereunder Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2 Description of Bonds; Payment.

(a) Each Series of Bonds issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, each Series of Bonds shall be in the denomination of Five Thousand Dollars ($5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on each Interest Payment Date.

(b) Each Series of Bonds issued under the provisions hereof shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of such Series, shall be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. Each Series of Bonds shall be designated "[Taxable] Electric Revenue [Refunding] Bonds, Series _____," in each case inserting the year in which the Bonds are issued and, if necessary, an identifying Series letter.

(c) Both the principal of and the interest on the Bonds shall be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the Registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed on the Interest Payment Date to the Registered Owner at his address as it appears on such registration books or to owners

of $1,000,000 or more in aggregate principal amount of Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account located in the United States designated by the Registered Owner in written instructions furnished to the Trustee no later than the Regular Record Date for such payment. Unless otherwise specified in the related Supplemental Indenture, the interest on Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and will be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof or as provided in Section 2.6 hereof at the Corporate Trust Office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3 Execution; Limited Obligation. Unless otherwise specified in the related Supplemental Indenture, the Bonds of any Series shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder and held by the Trustee (except the Rebate Fund) or the income from the temporary investment thereof) and Other Available Funds. The Bonds shall be a valid claim of the Registered Owners thereof only against the Net Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Net Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized herein or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently,

obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The provisions of this Section 2.3 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 2.4 Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds, and deliver them upon the order of the Issuer to the purchasers thereof (or hold them on their behalf) upon the payment by the purchasers to the Trustee for the account of the Issuer of the purchase price therefor. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the related Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy, duly certified by the City Recorder, of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds.

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's Governing Body approving the execution and delivery of the instruments specified in Section 2.4(c)(i) herein and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings.

(iii) A request and authorization to the Trustee of the Issuer to authenticate such Series of Bonds in the aggregate principal amount therein specified and deliver them to purchasers therein identified upon payment to the Trustee, for account of the Issuer, of the sum specified therein.

(iv) An opinion of bond counsel dated the date of authentication of such Series of Bonds to the effect that (a) the Issuer has authorized the execution and delivery of this Indenture and this Indenture has been duly executed and delivered by the Issuer and is a valid and binding and obligation of the Issuer; (b) this Indenture creates the valid pledge which it on the Net Revenues; and (c) the Bonds of such Series are valid and binding special obligations of the Issuer, entitled to the benefits and security hereof, provided that such opinion may contain limitations acceptable to the purchaser of such Series of Bonds.

(d) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Security Instruments (or may substitute one Security Instrument for another) with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith.

(e) The Issuer may provide by Supplemental Indenture for 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.

(f) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; provided that any obligation of the Issuer 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 6.2 hereof. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents, tender agents or other agents as the Issuer may determine.

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

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

(ii) 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 Issuer to the Bondowners of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondowners in accordance with the terms of such Security Instrument.

(iii) 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.

(h) The Issuer may provide for the execution of an Interest Rate Swap in connection with any Series of Bonds issued hereunder if so provided in the Supplemental Indenture. The obligation of the Issuer to pay Swap Payments may be secured with (a) a lien on the Net Revenues on a parity with the lien thereon of Debt Service on the related Bonds (as more fully described in Section 5.2 herein) and may be net of Swap Receipts or (b) a subordinate lien on the Net Revenues and may be net of Swap Receipts. Such obligations may also be secured by other legally available moneys of the Issuer, all as established in the Supplemental Indenture for the related Series of Bonds. Termination Payments may only be payable from and secured by Net Revenues after payment of all amounts then due pursuant to the Indenture.

Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, Series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, or an affidavit of an officer of the Bondholder attesting to such loss, theft or destruction, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in connection therewith. Any Bond issued pursuant to this Section 2.5 shall be deemed part of the Series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6 Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Upon the occurrence of an Event of Default which would require any Security Instrument Issuer to make payment under a Security Instrument Agreement, the Registrar shall make such registration books available to the Security Instrument Issuer. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond at the Corporate Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such

Bond. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer and the Trustee shall not be required to transfer or exchange any 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 fifteen 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 fifteen days prior to the mailing of notice calling any 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 Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Trustee as Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7 Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at such times and upon such terms as shall be fixed by such Supplemental Indenture. Except as otherwise provided in a Supplemental Indenture, if fewer than all Bonds of a Series are to be redeemed, the particular maturities of such Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the Issuer. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in accordance with Section 2.9 hereof, to be redeemed shall be selected by the Trustee randomly in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Section 2.8 Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the Paying Agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books

of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

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

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

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

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

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

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, simultaneous with the mailed notice to Registered Owners, to the Municipal Securities Rulemaking Board and all registered securities depositories (as reasonably determined by the Trustee) then in the business of holding substantial amounts of obligations of types comprising the Bonds. Such further notice shall contain the information required in clause (a) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of and interest on such Bonds to be redeemed and that if such moneys shall

not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date.

(f) Any notice mailed shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

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

Section 2.9 Partially Redeemed Fully Registered Bonds. Unless otherwise specified in the related Supplemental Indenture, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than the minimum denomination of such Series specified herein or in the related Supplemental Indenture to be redeemed will be in the principal amount of such minimum denomination or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bonds by such minimum denomination.

Section 2.10 Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and

be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within five years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section 2.11 are subject to the provisions of Title 67, Chapter 4a, Utah Code Annotated 1953, as amended.

Section 2.12 Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13 Issuance of Additional Bonds. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Revenues senior to the pledge of Net Revenues for the payment of the Bonds and the Security Instrument Repayment Obligations herein authorized shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable on a parity with the Bonds and the Security Instrument Repayment Obligations herein authorized out of Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This Section 2.13(a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Net Revenues plus Other Available Funds for any Year, less any Direct Payments, 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 125% of the sum of the Aggregate Annual Debt Service Requirement on all Bonds outstanding for said Year; provided, however, that such Net Revenue coverage test set forth above in this Subsection (b) shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder, (ii) the Average Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Aggregate Annual Debt Service for the Bonds being refunded therewith, and (iii) the maximum Aggregate Annual Debt Service Requirement for such Additional Bonds is less than or equal to the maximum Aggregate Annual Debt Service Requirement for the Bonds being refunded therewith; and

(c) In the case of Additional Bonds issued to finance a Project, the Issuer shall have delivered to the Trustee a certificate from an Authorized Representative:

(i) setting forth the Estimated Net Revenues as herein described (assuming, if applicable, the completion of the Project, or any portion thereof, financed with proceeds of the Additional Bonds) either:

(A) for each of the two Bond Fund Years succeeding the latest estimated date of completion of the Project, or any portion thereof, if proceeds of the Additional Bonds are used to fund interest during the construction period, or

(B) if (A) is not the case, for the then current Bond Fund Year and each succeeding Bond Fund Year to and including the second Bond Fund Year succeeding the latest estimated date of completion of the Project, or any portion thereof; and

(ii) verifying that the Estimated Net Revenues as shown in (i) above for each of such Bond Fund Years, less any Direct Payments, plus Other Available Funds are not less than 125% of the Aggregate Annual Debt Service Requirement for each of such Bond Fund Years with respect to all of the Bonds and Additional Bonds which would then be Outstanding (after taking into account any principal reductions resulting from regularly scheduled principal or sinking fund redemption payments) and the Additional Bonds so proposed to be issued.

For purposes of this Section 2.13(c), "Estimated Net Revenues" shall be determined by the Authorized Representative as follows:

(A) The total Net Revenues of the System for any Year in the 24 months immediately preceding the authentication and delivery of the Additional Bonds shall first be determined. For purposes of these calculations, Revenues may be adjusted to give full effect to rate increases implemented prior to the issuance of the Additional Bonds.

(B) Next, the additional Net Revenues, if any, resulting from the Project, or any portion thereof, financed with the proceeds of the Additional Bonds will be estimated by a Qualified Engineer for the applicable Bond Fund Years as determined in Section 2.13(c)(i)(A) or (B) above.

(C) The Estimated Net Revenues will be the sum of the Net Revenues as calculated in (A) above, less any Direct Payments, plus 80% of the estimated additional Net Revenues as calculated in (B) above.

(d) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(e) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder, or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance) and/or (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance).

Section 2.14 Form of Bonds. The Bonds of each Series and the Trustee's Authentication Certificate 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 as may be necessary, desirable, authorized and permitted hereby.

Section 2.15 Covenant Against Creating or Permitting Liens. Except for the pledge of Net Revenues to secure payment of the Bonds and other Repayment Obligations hereunder, the Net Revenues are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Net Revenues subordinate to that of the Bonds and Repayment Obligations.

Section 2.16 Perfection of Security Interest. (a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the 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 11-14-501, Utah Code, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues.

## ARTICLE III
## CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Acquisition/Construction Fund. There is hereby created and ordered established in the custody of the Trustee the Acquisition/Construction Fund. There is hereby created and ordered established in the custody of the Trustee a separate account within the Acquisition/Construction Fund for each Project to be designated by the name of the applicable Project or Series of Bonds and, if applicable, a separate account for each Series of Bonds and for all grant moneys or other moneys to be received by the Issuer for deposit in the Acquisition/Construction Fund.

Section 3.2 Creation of Revenue Fund. The Issuer shall create and establish with the Issuer the Revenue Fund. For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.3 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee the Bond Fund.

Section 3.4 Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund the Sinking Fund Account.

Section 3.5 Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee the Debt Service Reserve Fund.

Section 3.6 Creation of Reserve Instrument Fund. There is hereby created and ordered established in the custody of the Trustee the Reserve Instrument Fund.

Section 3.7 Creation of Repair and Replacement Fund. There is hereby created and ordered established in the custody of the Issuer the Repair and Replacement Fund.

Section 3.8 Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee the Rebate Fund.

Section 3.9 Creation of Rate Stabilization Fund. There is hereby created and ordered established in the custody of the Issuer the Rate Stabilization Fund. For accounting purposes, the Rate Stabilization Fund may be redesignated by different account name by the Issuer from time to time.

Section 3.10 Creation of Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article III until such funds or accounts shall be utilized as provided in a Supplemental Indenture. The Issuer may, by Supplemental Indenture, authorize the creation of additional funds and additional accounts within any funds the Trustee may create.

## ARTICLE IV
## APPLICATION OF BOND PROCEEDS

Upon the issuance of each Series of Bonds, the proceeds thereof shall be deposited as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

## ARTICLE V
## USE OF FUNDS

Section 5.1 Use of Acquisition/Construction Fund.

(a) So long as an Event of Default shall not have occurred and be continuing and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Acquisition/Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three Business Days (or within such longer period as is reasonably required to liquidate investments in the Acquisition/Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer in substantially the form as Exhibit A attached hereto, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon audited, itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Acquisition/Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall not be required to verify the application of any payments from the Acquisition/Construction Fund or to inquire into the purposes for which disbursements are being made from the Acquisition/Construction Fund.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate executed by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Section 5.1(c) herein shall state that there is a claim or claims in controversy which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Acquisition/Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 5.1, any balance remaining in the applicable account in the Acquisition/Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund, to be applied, (i) toward the redemption of the Series of Bonds issued to finance such Project or (ii) to pay principal and/or interest next falling due with respect to such Series of Bonds.

Section 5.2 Application of Revenues.

(a) Unless otherwise provided herein, all Revenues shall be deposited in the Revenue Fund and shall be accounted for by the Issuer separate and apart from all other moneys of the Issuer.

(b) As a first charge and lien on the Revenues, the Issuer shall cause to be paid from the Revenue Fund from time to time as the Issuer shall determine, all Operation and

Maintenance Expenses of the System as the same become due and payable, and thereupon such expenses shall be promptly paid.

(c) So long as any Bonds are Outstanding hereunder, as a second charge and lien on the Revenues after payment of Operation and Maintenance Expenses, (i.e., the Net Revenues), such Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) shall be applied on or before the first day of each month as follows:

(i) approximately one-sixth (or one-twelfth in the event that the Supplemental Indenture provides that interest on the Bonds authorized thereunder is payable annually instead of semiannually) of the interest falling due on the Bonds on the next succeeding interest payment date established for the Bonds; provided, however, that in the event that less than six (or twelve, if applicable) months will transpire prior to the first interest payment date following the issuance of a Series of Bonds, the Issuer shall transfer an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds; plus

(ii) approximately one-twelfth of the principal and premium and Sinking Fund Installments, if any, falling due on the next succeeding interest payment date established for the Bonds on which principal is due; provided, however, that in the event principal on a Series of Bonds is due on the first Interest Payment Date following the issuance of such Series, the Issuer shall deposit an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of principal and premium and Sinking Fund Installment, if any, due on such Interest Payment Date;

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such date as the same become due and payable. The foregoing provisions may be revised by a Supplemental Indenture for any Series of Bonds having other than semiannual Interest Payment Dates.

(In lieu of monthly payments, a Supplemental Indenture may provide for semiannual payments to the Bond Fund, in which case the date of payment to the Trustee of an amount equal to the principal of, premium, if any, and interest falling due on the Bonds on the next succeeding Interest Payment Date shall not be less than fifteen days prior to said Interest Payment Date.)

(d) As a third charge and lien on the Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) (on a parity basis), the Issuer shall make the following transfers to the Trustee on or before the fifteenth day of each month of each year:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required hereby, and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein, and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund, or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the Issuer shall deposit Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with twelve (12) substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(d)(ii) hereof) of remaining Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) if less than the amount necessary; and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of such month, such amount of the remaining Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund), or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(d)(i) hereof) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such monthly transfer or deposit of Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

(e) As a fourth charge and lien on the Net Revenues (and, if applicable any amounts on deposit in the Rate Stabilization Fund), the Issuer shall deposit in the Repair and Replacement Fund any amount required hereby and by any Supplemental Indenture to accumulate therein the Repair and Replacement Reserve Requirement. In the event that the amount on deposit in the Repair and Replacement Fund shall ever be less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding (or, after the issuance of Additional Bonds, the amount required to be on deposit therein), from time to time, the Issuer shall deposit to the Repair and Replacement Fund from the Revenue Fund all remaining Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) of the System after payments required by Sections 5.2(b), 5.2(c) and 5.2(d) herein have been made until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement. Subject to the provisions of Section 5.2(f) herein, this provision is not intended to limit, and shall not limit, the right of the Issuer to deposit additional moneys in the Repair and Replacement Fund from time to time as the Issuer may determine.

(f) Subject to making the foregoing deposits, the Issuer may use the balance of the Net Revenues accounted for in the Revenue Fund for any of the following:

(i) redemption of Bonds;

(ii) refinancing, refunding, or advance refunding of any Bonds;

(iii) for transfer to the Rate Stabilization Fund; or

(iv) for any other lawful purpose.

Section 5.3 Use of Bond Fund. The Issuer may direct the Trustee, pursuant to a Supplemental Indenture, to create an account within the Bond Fund for a separate Series of Bonds under the Indenture.

(a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:

(i) accrued interest received upon the issuance of any Series of Bonds;

(ii) all moneys payable by the Issuer as specified in Section 5.2(c) hereof;

(iii) any amount in the Acquisition/Construction Fund to the extent required by or directed pursuant to Section 5.1(f) hereof upon completion of a Project;

(iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 5.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 7.4 hereof and as provided in this Section 5.3 and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;

(ii) on or before each Principal Installment due date, the amount required to pay the Principal Installment due on such due date; and

(iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund 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. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity with the payments to be made with respect to principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds. 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 Issuer) and the Trustee shall keep its records accordingly.

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (1) all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding); (2) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations in accordance with their respective terms; and (3) the fees, charges and expenses of the Trustee, the Paying Agent and any other amounts required to be paid hereunder or under any Supplemental Indenture and under any Security Instrument Agreement and under any Reserve Instrument Agreement; all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 5.4 Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the principal of such Term Bonds.

Section 5.5 Use of Debt Service Reserve Fund. Except as otherwise provided in this Section 5.5 and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable

Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall either be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof, (ii) deposited from available Net Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section 5.5, the Issuer is required, pursuant to Section 5.2(d) hereof and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event funds on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments applicable to such Series are in effect, the Trustee shall immediately make a demand for payment on 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 into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in Section 5.2(d)(ii) herein.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds are Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to the Series of Bonds for which such Reserve Instrument was obtained.

The Issuer may, upon obtaining approving opinion of bond counsel to the effect that such transaction will not adversely affect the tax-exempt status of any outstanding Bonds, replace any amounts required to be on deposit in the Debt Service Reserve Fund with a Reserve Instrument.

Section 5.6 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The

amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

Section 5.7 Use of Repair and Replacement Fund. All moneys in the Repair and Replacement Fund may be drawn on and used by the Issuer for the purpose of (a) paying the cost of unusual or extraordinary maintenance or repairs of the System; (b) paying the costs of any renewals, renovation, improvements, expansion or replacements to the System; and (c) paying the cost of any replacement of buildings, lines, equipment and other related facilities, to the extent the same are not paid as part of the ordinary and normal expense of the operation of the System.

Funds shall be deposited monthly from available Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) in such amounts as may be required from time to time by each Supplemental Indenture until the Repair and Replacement Fund has an amount equivalent to the Repair and Replacement Requirement. Any deficiencies below the Repair and Replacement Requirement shall be made up from Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) of the System available for such purposes. Funds at any time on deposit in the Repair and Replacement Fund in excess of the amount required to be maintained therein may, at any time, be used by the Issuer for any lawful purpose.

Section 5.8 Use of Rebate Fund.

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the rebate to be paid to the United States at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any rebate over to the

United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by this Section 5.8 and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by this Section 5.8.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section 5.8. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section 5.8 may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income of interest on the Bonds or the status of the Bonds as entitled to Direct Payments, if applicable.

Section 5.9 Investment of Funds. Any moneys in the Bond Fund, the Acquisition/Construction Fund, the Reserve Instrument Fund, the Rebate Fund or the Debt Service Reserve Fund shall, at the discretion and written authorization of the Issuer's Authorized Representative, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund and the Reserve Instrument Fund may only be invested in Qualified Investments having a maturity date one year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Acquisition/Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 5.5 hereof. All moneys in the Revenue Fund may, at the discretion of the Issuer, be invested by the Issuer in Qualified Investments.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Section 5.9. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee hereunder.

The Issuer may invest the amounts on deposit in the Repair and Replacement Fund as permitted by applicable law.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered "arbitrage bonds" within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 5.10 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 5.8 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable hereunder.

Section 5.11 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

Section 5.12 Use of Rate Stabilization Fund. The Issuer may create and maintain the Rate Stabilization Fund as a separate fund of the Issuer. The Rate Stabilization Fund may be funded by the Issuer from any legally available funds of the Issuer and/or may be funded by the Issuer from amounts transferred from the Revenue Fund as provided in Section 5.2(f)(iii). The Issuer may, from time to time, designate all or a portion of the amounts on deposit in the Rate Stabilization Fund as Other Available Funds (as described in the definition thereof). Except for amounts designated as provided in the immediately preceding sentence (for the year so designated), amounts on deposit in the Rate Stabilization Fund may be used by the Issuer for any lawful purpose. To the extent that amounts on deposit in the Revenue Fund are insufficient in any

year for any of the purposes thereof the Issuer covenants that, to the extent amounts are on deposit in the Rate Stabilization Fund, to transfer amounts from the Rate Stabilization Fund to the Revenue Fund to cover any such insufficiency.

## ARTICLE VI
## GENERAL COVENANTS

Section 6.1 General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder, Security Instrument Issuer and Reserve Instrument Provider as follows:

(a) While any of the principal of and interest on the Bonds are outstanding and unpaid, or any Repayment Obligations are outstanding, any resolution or other enactment of the Governing Body of the Issuer, applying the Net Revenues for the payment of the Bonds and the Repayment Obligations shall be irrevocable until the Bonds and/or any Repayment Obligations have been paid in full as to both principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or the Repayment Obligations which would in any way jeopardize the timely payment of principal or interest when due. Furthermore, the rates, for all services supplied by the System to the Issuer and to its inhabitants and to all rate payers within or without the boundaries of the Issuer, shall be sufficient to pay the Operation and Maintenance Expenses for the System, and to provide: Net Revenues for each Bond Fund Year which when added to the Other Available Funds for such year (less Direct Payments) shall equal not less than 125% of the Aggregate Annual Debt Service Requirement for such year; plus an amount sufficient to fund the Debt Service Reserve Fund for the Bonds in the time, rate and manner specified herein; provided, however, that such rates must be reasonable rates for the type, kind and character of the service rendered. There shall be no free service, and such rates shall be charged against all users of the System, including the Issuer. The Issuer agrees that should its annual financial statement made in accordance with the provisions of Section 6.1(d) hereof disclose that during the period covered by such financial statement the Net Revenues and Other Available Funds were not at least equal to the above requirement, the Issuer shall request that a Qualified Engineer, independent accountant, or other independent financial consultant make recommendations as to the revision of the rates, charges and fees and that the Issuer on the basis of such recommendations will revise the schedule of rates, charges and fees and further revise Operation and Maintenance Expenses so as to produce the necessary Net Revenues and Other Available Funds as herein required.

(b) The Issuer will maintain the System in good condition and operate the same in an efficient manner.

(c) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider shall have a right, in addition to all other rights afforded it by the laws of the State, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge or collect reasonable rates for services supplied by the System sufficient to meet all requirements hereof and of any applicable Reserve Instrument Agreement.

(d) So long as any principal and interest payments of the Bonds are Outstanding, or any Repayment Obligations are outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Net Revenues and the System, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider.

All expenses incurred in compiling the information required by this Section 6.1 shall be regarded and paid as an Operation and Maintenance Expense.

Section 6.2 Lien of Bonds; Equality of Liens. The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Net Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a lien on the Net Revenues and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments, it being the intention of the Issuer that there shall be no priority among the Bonds or the Security Instrument Repayment Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Net Revenues, or (iii) Funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Section 6.3 Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued hereunder, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and meaning hereof and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations are payable solely from the Net Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which Net Revenues are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds, this Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Section 6.4 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein, and in any and every Bond, Security Instrument Agreement and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.5 List of Bondholders. The Trustee will keep on file at its Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in Principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6 Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds hereunder, but only to the extent such funds are made available to the Issuer from Bond proceeds or other Funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Corporate Trust Office of the Trustee, or its successor in trust hereunder, or at the principal corporate trust office of said alternate Paying Agents.

Section 6.7 Tax Exemption of Bonds and Direct Payments. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in this Section 6.7 as "tax-exempt Bonds." Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includible in gross income for purposes of federal income taxes then in effect.

The Issuer's Mayor and City Recorder are hereby authorized and directed to execute such certificates as shall be necessary to establish that tax-exempt Bonds or entitled to Direct Payments issued hereunder are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150-1 through 1.150-2 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable

regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includible in gross income for purposes of federal income taxation, (ii) will not take any action that would jeopardize the Direct Payments on Bonds issued under this Indenture, (iii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includible in gross income for purposes of federal income taxation, (iv) will not omit to take or cause to be taken, in timely manner, any action, which omission would jeopardize the Direct Payments on Bonds issued under this Indenture and (v) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for purposes of federal income taxation of interest on tax-exempt Bonds and the Direct Payments on any Direct Payment Bonds issued under this Indenture.

Section 6.8 Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 6.9 Management of System. The Issuer, in order to assure the efficient management and operation of the System and to assure each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character.

Section 6.10 Use of Legally Available Moneys. Notwithstanding any other provisions hereof, nothing herein shall be construed to prevent the Issuer from (i) paying all or any part of the Operation and Maintenance Expenses from any funds available to the Issuer for such purpose, (ii) depositing any funds available to the Issuer for such purpose in any account in the Bond Fund for the payment of the interest on, premium, if any, or the principal of any Bonds issued under provisions hereof or for the redemption of any such Bonds, or (iii) depositing any funds available to the Issuer for such purpose in the Reserve Instrument Fund for the payment of any amounts payable under any applicable Reserve Instrument Agreement.

Section 6.11 Payment of Taxes and Other Charges. The Issuer covenants that all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon the System or upon any part thereof or upon any income therefrom will be paid when the same shall become due, that no lien or charge upon the System or any part thereof or upon any Revenues thereof, except for the lien and charge thereon created hereunder and securing the Bonds, will be created or permitted to be created ranking equally with or prior to the Bonds (except for the lien of the parity lien thereon of Additional Bonds issued from time to time hereunder and under

Supplemental Indentures hereto), and that all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or any part thereof or upon the Revenues thereof will be paid or discharged, or adequate provision will be made for the payment or discharge of such claims and demands within 60 days after the same shall accrue; provided, however, that nothing in this Section 6.11 shall require any such lien or charge to be paid or discharged or provision made therefor so long as the validity of such lien or charge shall be contested in good faith and by appropriate legal proceedings.

Section 6.12 Insurance. The Issuer, in its operation of the System, will self-insure or carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Bond Fund.

Section 6.13 Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the Issuer or any official thereof.

Section 6.14 Covenant Not to Sell. The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all principal of and interest on the Bonds, and all Repayment Obligations, have been paid in full, except as follows:

(a) The Issuer may sell any portion of said property which shall have been replaced by other property of like kind and of at least equal value. The Issuer may sell, lease, abandon, mortgage, or otherwise dispose of any portion of the property which shall cease to be necessary for the efficient operation of the System the disposition of which will not, as reasonably determined by the governing body of the Issuer, result in a material reduction in Net Revenues in any year; and the value of which, as reasonably determined by the governing body of the Issuer (together with any other property similarly disposed of within the 12 calendar months preceding the proposed disposition) does not exceed 10% of the value of the System assets, provided, however, that in the event of any sale or lease as aforesaid, the proceeds of such sale or lease not needed to acquire other System property shall be paid into the Bond Fund.

(b) The Issuer may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right does not impede the operation of the System; and any payment received by the Issuer under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Revenues.

Section 6.15 Billing Procedure. The Issuer shall submit a monthly billing for services rendered to persons who are liable for the payment of charges for such services, shall require that each such bill be paid in full as a unit, and refuse to permit payment of a portion without payment of the remainder. Any bill not paid within sixty (60) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any bill remains delinquent for more than sixty (60) days and has an outstanding balance of at least $40, it will initiate proceedings to cause all electric service to the user concerned to be cut off immediately.

Section 6.16 Annual Budget. Prior to the beginning of each Fiscal Year the Issuer shall prepare and adopt a budget for the System for the next ensuing Fiscal Year. At the end of the first six months of each Fiscal Year, the Issuer shall review its budget for such Fiscal Year, and in the event actual Revenues, Operation and Maintenance Expenses or other requirements do not substantially correspond with such budget, the Issuer shall prepare an amended budget for the remainder of such Fiscal Year. The Issuer also may adopt at any time an amended budget for the remainder of the then current Fiscal Year.

## ARTICLE VII
## EVENTS OF DEFAULT; REMEDIES

Section 7.1 Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or

(b) if payment of the principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or

(c) if the Issuer shall, in the reasonable opinion of any Registered Owner of not less than 50% in aggregate principal amount of the Bonds then Outstanding hereunder, for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer's property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section 7.1, and such Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding hereunder; or

(j) any event specified in a Supplemental Indenture as constituting an Event of Default.

Section 7.2 Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to Section 8.1 hereof, may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer hereunder.

If an Event of Default shall have occurred, and if requested so to do by (i) Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, and if indemnified as provided in Section 8.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 7.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any other

remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.3 Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, unless a Supplemental Indenture provides otherwise, either (i) the Registered Owners of a majority in aggregate Principal amount of the Bonds then Outstanding, (ii) 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 and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.4 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee and any other outstanding fees and expenses of the Trustee relating to its duties under this Indenture, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and the Principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the Principal component of any Security Instrument Repayment Obligations due on any particular date, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds and Security Instrument Repayment Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(iii) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates shall cease to accrue.

Section 7.5 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder 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 proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 7.6 Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section 7.6, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 8.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of 25% in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and

effect and are not in default on any payment obligation and which secure not less than 25% in aggregate principal amount of Bonds at the time Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing herein contained shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Section 7.7 Termination of Proceedings. In case the Trustee, any Registered Owner or any Security Instrument Issuer shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8 Waivers of Events of Default. Subject to Section 8.1(g) hereof, the Trustee may in its discretion, waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate Principal amount of all the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in respect of which an Event of Default in the payment of principal and interest exist, or (b) a majority in aggregate principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the principal of any Bonds at the date that a Principal Installment is due, or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of principal and premium, if any, when due and all expenses of the Trustee, in connection with

such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.9 Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, Reserve Instrument Providers and the Security Instrument Issuers.

## ARTICLE VIII
## THE TRUSTEE

Section 8.1 Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care 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 counsel. 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.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, 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 Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof. 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 the Bonds.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed 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 hereto 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 Registered 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.

(e) As to the existence or nonexistence 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 certificate signed on behalf of the Issuer by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 8.1(g) herein, or of which by said Paragraph it is deemed to have notice, shall also be at liberty to accept a similar 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 an Authorized Representative of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 7.1(a) or (b), unless the Trustee shall be specifically notified in writing of such Default by the Issuer, a Security Instrument Issuer or by the Registered Owners of at least 25% in the aggregate principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the Corporate Trust Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

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

(i) 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.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever

within the purview hereof, any showing, 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, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any Paying Agent 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 law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers, pursuant to the provisions of this Indenture, unless such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers shall have offered to the Trustee security or indemnity acceptable to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

(n) The Trustee shall not be required to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers.

Section 8.2 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's rights under this Section 8.2 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.3 Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of an Event of Default be given to the Trustee as in said Section provided, then the Trustee shall give written notice thereof by registered or certified mail or sent by facsimile to all Security Instrument Issuers or to Registered Owners of all Bonds then Outstanding shown on the registration books of the Bonds kept by the Trustee as Registrar for the Bonds, as applicable.

Section 8.4 Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section 8.4 are subject to the approval of a court of competent jurisdiction.

Section 8.5 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 and 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, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and 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 of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, Security Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee 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 deems proper and prescribes, appoint a successor Trustee.

Section 8.7 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 8.8 Appointment of Successor Trustee; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer (or, if an Event of Default exists, by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners). Every

successor Trustee appointed pursuant to the provisions of this Section 8.8 or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than $50,000,000.

Each Reserve Instrument Provider and Security Instrument Issuer shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 8.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing 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 Issuer, or of the successor Trustee, 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 successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties 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 Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII shall be filed or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10 Trustee Protected in Relying Upon Indenture, Etc. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 8.12 Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws 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 hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in 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 trust estate, as herein granted, or take any other 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 8.12 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 hereby to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee, but only to the extent necessary to enable the 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 deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, 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 8.13 Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the funds and accounts held by the Trustee hereunder during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Reserve Instrument Provider requesting the same. On or before the end of the month following each Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's independent auditor representations as to the accuracy of the facts contained in the financial reports concerning the transactions described herein that were delivered by the Trustee during the Bond Fund Year just ended.

Section 8.14 Indemnification. To the extent permitted by law and subject to the provisions of Section 8.1(a) of this Indenture, the Issuer shall indemnify and save Trustee harmless against any liabilities it may incur in the exercise and performance of its powers and duties hereunder, other than those due to its own negligence or willful misconduct. The indemnification provided to the Trustee under this Section 8.14 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.15 Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under this Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

Section 8.16 Direct Payment Authorization. The Issuer hereby authorizes and directs the Trustee to take all necessary actions, if applicable, to effectively carry out the duties required to apply for and accept Direct Payments from the Internal Revenue Service on behalf of the Issuer under Sections 54AA and 6431 of the Code or such other tax provisions of substantially similar nature which may be hereafter authorized, including, but not limited to, filing and signing IRS

Form 8038-CP, receiving the Direct Payment on the Issuer's behalf, and using such Direct Payment to pay Debt Service on the Bonds. For fixed rate bonds, the Trustee shall file the 8038-CP at least 60 days (but not more than 90 days) before the relevant Interest Payment Date (unless otherwise directed by a change in regulations). For variable rate bonds, the Trustee shall file the 8038-CP for reimbursements in arrears within 25 days after the last Interest Payment Date within the quarterly period for which reimbursement is being requested (unless otherwise directed by a change in regulations). The Issuer hereby covenants that it will deposit the Direct Payments with the Trustee for use in paying Debt Service on the Bonds.

## ARTICLE IX
## SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners, Reserve Instrument Providers or Security Instrument Issuers, enter into an indenture or indentures supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.13 hereof;

(b) To cure any ambiguity or formal defect or omission herein;

(c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without its consent;

(d) To subject to this Indenture additional Revenues or other revenues, properties, collateral or security;

(e) 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, Title 15, Chapter 7 of the Utah Code, or any successor provisions of law;

(f) To make any change which shall not materially adversely affect (determined as if there were no Security Instrument in place) the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Provider, requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;

(g) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds as a

result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, 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 or (C) to establish or maintain the Direct Payments related to any Series of Bonds;

(h) If the Bonds affected by any 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;

(i) If the Bonds affected by any 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;

(j) Unless otherwise provided 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 Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project, (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds and (3) a certificate of the Issuer to the effect that such amendment will not adversely affect the Issuer's ability to comply with the provisions of the Indenture; and

(k) 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 correct.

Section 9.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 9.1 hereof and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Registered Owners of 66 2/3% in aggregate Principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any indenture supplemental hereto; provided, however, that nothing in this Section 9.2 contained shall permit or be construed as permitting (a) an extension of the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered

Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established hereunder applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 9.1 hereof, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.2, the Trustee, shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 2.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Corporate Trust Office of the Trustee for inspection by all Bondholders. At the time such notices are mailed by the Trustee, the Issuer may, but is not required to, designate a reasonable time period for receipt of such consents and shall include such requirement in the notices sent to the Bondholders. If the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as is in this Article IX permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 9.3 Opinion of Counsel as to Supplemental Indenture. In executing any Supplemental Indenture, the Trustee shall receive and will be fully protected in conclusively relying upon an opinion of counsel stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture and is the legal, valid and binding obligation of the Issuer, enforceable against it in accordance with its terms.

## ARTICLE X
## DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of any Security Instrument Agreements, Reserve Instrument Agreements, as applicable, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this Article X when payment of the principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Direct Obligations.

Any discharge of the lien of the Indenture shall also be subject to any applicable terms of a related Supplemental Indenture.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding Paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);

(b) directing the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to the provisions of this Indenture; and

(c) if the Bonds to be redeemed will not be redeemed within 90 days of such deposit, directing the Trustee to mail, as soon as practicable, in the manner prescribed by

Article II hereof, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by this Article X has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article X and stating the 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 as specified in Subparagraph (a) above.

Any moneys so deposited with the Trustee as provided in this Article X may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to this Article X which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay principal and interest on the Bonds when due and payable.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article X, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article X for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to this Article X for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article X shall be made without the consent of the Registered Owner of each Bond affected thereby.

## ARTICLE XI
## MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution. The amount of Bonds held by any person executing such instrument as a Registered Owner of

Bonds and the fact, amount and numbers of the Bonds held by such person and the date of his holding the same shall be proved by the registration books of the Trustee.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and any Reserve Instrument Provider, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and the Reserve Instrument Providers as herein provided.

Section 11.3 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 11.4 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by registered or certified mail or sent by facsimile addressed to it at 147 N 870 W, Hurricane, Utah 84737, Attention: Mayor, or to such address as the Issuer may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by registered or certified mail or sent by facsimile addressed to it at Zions Bancorporation, National Association, 7860 South Bingham Junction Blvd., Midvale, Utah 84047, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Issuer.

Section 11.5 Trustee as Paying Agent and Registrar. Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds.

Section 11.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Electronic Signatures. Each party hereto acknowledges and agrees that it may execute this Indenture, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including

the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

Section 11.8 Applicable Law. THIS INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE.

Section 11.9 Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 11.10 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 11.11 Effective Date. This Indenture shall become effective immediately.

Section 11.12 Compliance with Act. It is hereby declared by the Issuer's Governing Body that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

HURRICANE CITY, UTAH, as Issuer

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Trust Officer

EXHIBIT A

FORM OF REQUISITION

Re: Hurricane City, Utah, Electric Revenue Bonds, _____ in the sum of $_____

Zions Bancorporation, National Association
7860 South Bingham Junction Blvd.
Midvale, Utah 84047

You are hereby authorized to disburse from the Series _____ Account of the Acquisition/Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____
NAME AND ADDRESS OF PAYEE:

_____
_____
_____

AMOUNT: $_____
PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____
_____
_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Series _____ Account of the Acquisition/Construction Fund based upon audited, itemized claims substantiated in support thereof (evidence of such support not herein required by the Trustee), is justly due and owing and constitutes a Cost of a Project and has not been the basis for a previous withdrawal.

The amount remaining in the Series _____ Account of the Acquisition/Construction Fund after such disbursement is made, together with the amount of unencumbered Net Revenues, if any, which the Issuer reasonably estimates will be deposited in the Series _____ Account of the Acquisition/Construction Fund during the period of construction of the Project from the investment of moneys on deposit in the Series _____ Account of the Acquisition/Construction Fund, will, together with any other moneys lawfully available or expected to be lawfully available for payment of the Cost of the Project and after payment of the amount requested in said requisition, be sufficient to pay the Cost of Completion for the Project in accordance with the plans and specifications therefor then in effect; it being understood that no moneys from the Series _____ Account of the Acquisition/Construction Fund may be expended unless, after giving effect thereto, the funds remaining in the Series _____ Account of the Acquisition/Construction Fund, together with such other funds and income and lawfully available moneys, are sufficient to pay the Cost of Completion for the Project.

DATED:_____ By:_____
Its:_____

HURRICANE CITY
UTAH

## STAFF COMMENTS

**Agenda Date:** 10/01/26

**Item:** Consideration and possible approval of Resolution 2026-32 Approving the form of the Non-BQ Lease/Purchase Agreement with ZMFU II, INC. Salt Lake City, Utah and authorizing execution and delivery thereof.

**Discussion:** During the September 17th City Council meeting, the Council discussed and approved a new lease agreement with Intermountain Golf Cars. These 75 new Club Car Tempo Lithium Golf Carts will replace the aging golf cart fleet at Sky Mountain. With exception of the batteries, the old fleet is now out of warranty, with many carts now seeing an increased need for expensive maintenance.

As these carts are on lease program, this agenda item is a request for approval of the financing terms and conditions associated with financing the lease of the carts.

The total amount of the lease/purchase agreement is $846,300 with an interest rate of 4.95%. Payments commence November 1, 2026, with the scheduled term ending November 1, 2032.

Staff recommends approval of the resolution. – Kaden DeMille

**Findings:**

**Recommendation:**

Resolution No. 2026-32

**A RESOLUTION OF THE HURRICANE CITY COUNCIL APPROVING A NON-BQ LEASE/PURCHASE AGREEMENT WITH ZMFU II, INC. FOR THE FINANCING OF SEVENTY-FIVE CLUB CAR TEMPO LITHIUM GOLF CARTS AND AUTHORIZING THE EXECUTION OF THE AGREEMENT AND RELATED DOCUMENTS**

**WHEREAS**, Hurricane City (the "City") desires to finance the acquisition of seventy-five (75) Club Car Tempo Lithium Golf Carts (the "Leased Property") through a Non-BQ Lease/Purchase Agreement with ZMFU II, Inc. (the "Lessor"); and

**WHEREAS,** the total amount of the Lease/Purchase Agreement is **$846,300.00**, with an interest rate of **4.95% per annum**, and payments commencing November 1, 2026, with the scheduled term ending November 1, 2032; and

**WHEREAS**, the City Council has reviewed the form of the Non-BQ Lease/Purchase Agreement presented to the City Council and finds the terms and conditions thereof acceptable; and

**WHEREAS,** the City Council has determined that the acquisition of the Leased Property serves a valid public purpose and is essential to the operations of Hurricane City; and

**WHEREAS,** the City Council desires to authorize the appropriate City officers and officials to execute the Lease/Purchase Agreement and all related documents necessary to complete the transaction.

**NOW, THEREFORE, BE IT RESOLVED BY THE HURRICANE CITY COUNCIL AS FOLLOWS:**

SECTION 1. The Hurricane City Council hereby approves the Non-BQ Lease/Purchase Agreement with ZMFU II, Inc., substantially in the form presented to the City Council, for the financing of seventy-five (75) Club Car Tempo Lithium Golf Carts in the principal amount of $846,300.00.

SECTION 2. The appropriate City officers and officials are hereby authorized and directed to execute and deliver the Non-BQ Lease/Purchase Agreement and any related documents, certificates, and instruments necessary to complete the transaction on behalf of Hurricane City. The authorized officers and officials may make such changes to the Lease/Purchase Agreement and related documents as they deem necessary or appropriate, provided such changes are consistent with the intent of this Resolution.

SECTION 3. The appropriate City officers and officials are hereby authorized and directed to take all actions necessary to carry out the City's obligations under the Non-BQ Lease/Purchase Agreement and to complete the transaction contemplated therein.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED the 1st day of October 2026.

_____
Clark Fawcett, Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of August 2026. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

| | Yea | Nay | Abstain | Absent |
|---|---|---|---|---|
| Joseph Prete | ___ | ___ | ___ | ___ |
| Dave Imlay | ___ | ___ | ___ | ___ |
| Lynn Excell | ___ | ___ | ___ | ___ |
| Amy Werrett | ___ | ___ | ___ | ___ |
| Merlin Spendlove | ___ | ___ | ___ | ___ |

_____
Cindy Beteag, City Recorder

**Mayor**
*Clark Fawcett*

**City Manager**
*Kaden C. DeMille*

HURRICANE CITY
UTAH

**City Council**
*Joseph Prete*
*Dave Imlay*
*Lynn Excell*
*Amy Werrett*
*Merlin Spendlove*

EXHIBIT D

To: ZMFU II, INC.
One South Main Street, 17th Floor Salt
Lake City, Utah 84133

As counsel for Hurricane City ("Lessee"), I have examined duly executed originals of the Lease/Purchase Agreement (the "Lease") dated October 8, 2026, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").

2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.

3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.

4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.

5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.

6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.

7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.

8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.

9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

**Signature**

_____

**Dayton Hall, Attorney for Lessee**

# UTAH FIXED EQUIPMENT LEASE

| | |
|---|---|
| Long Name of Entity: | Hurricane City |
| Address: | 147 North 870 West |
| City, State Zip: | Hurricane, UT 84737 |
| Attention: | Kaden DeMille |
| Public Finance Office: | City Manager |
| County: | Washington |
| Amount: | 846,300.00 |
| Rate: | 4.95 |
| Maturity Date: | November 1, 2032 |
| First Pmt Date: | November 1, 2026 |
| Payment Dates: | once a month |
| Auto Extend: | 6 |
| Governing Body: | City Council |
| Resolution Date: | October, 2026 |
| Dated Date: | October, 2026 |
| Day: | 1st |
| State: | Utah |

**$846,300.00**
**Hurricane City**
**Non-BQ Lease Purchase Agreement**

---

1. Lease/Purchases Agreement of the Hurricane City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

NON-BQ LEASE/PURCHASE AGREEMENT

Dated as of October 8, 2026

by and between

**ZMFU II, INC.,**
as Lessor

and

**HURRICANE CITY,**
as Lessee

# TABLE OF CONTENTS


**ARTICLE I**

**DEFINITIONS AND EXHIBITS**

SECTION 1.1 Definitions and Rules of Construction ..... 1
SECTION 1.2 Exhibits ..... 2

**ARTICLE II**

**REPRESENTATIONS COVENANTS AND WARRANTIES**

SECTION 2.1 Representations, Covenants and Warranties of the Lessee ..... 2
SECTION 2.2 Representations, Covenants and Warranties of the Bank ..... 7

**ARTICLE III**

**LEASE; LEASE PAYMENTS**

SECTION 3.1 Lease ..... 8
SECTION 3.2 Term ..... 8
SECTION 3.3 Termination ..... 8
SECTION 3.4 Lease Payments ..... 8
SECTION 3.5 Possession of Leased Property Upon Termination ..... 9
SECTION 3.6 No Withholding ..... 9
SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee ..... 9
SECTION 3.8 Net Lease ..... 9
SECTION 3.9 Offset ..... 9

**ARTICLE IV**

**INSURANCE**

SECTION 4.1 Insurance ..... 10
SECTION 4.2 Damage to or Destruction of the Leased Property ..... 10

**ARTICLE V**

**COVENANTS**

SECTION 5.1 Use of the Leased Property ..... 11
SECTION 5.2 Interest in the Leased Property and this Lease ..... 11
SECTION 5.3 Maintenance, Utilities, Taxes and Assessments ..... 11
SECTION 5.4 Modification of the Leased Property ..... 12
SECTION 5.5 Permits ..... 12
SECTION 5.6 Bank's Right to Perform for Lessee ..... 12
SECTION 5.7 Bank's Disclaimer of Warranties ..... 12
SECTION 5.8 Indemnification ..... 13
SECTION 5.9 Inclusion for Consideration as Budget Item. ..... 13
SECTION 5.10 Annual Financial Information ..... 13

**ARTICLE VI**

**ASSIGNMENT AND SUBLEASING**

SECTION 6.1 Assignment by the Bank ..... 13
SECTION 6.2 Assignment and Subleasing by the Lessee ..... 13

**ARTICLE VII**

**EVENTS OF DEFAULT AND REMEDIES**

SECTION 7.1 Events of Default Defined ..... 13
SECTION 7.2 Remedies on Default ..... 14
SECTION 7.3 No Remedy Exclusive ..... 14
SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses ..... 14
SECTION 7.5 Waiver of Certain Damages ..... 14

**ARTICLE VIII**

**PREPAYMENT OF LEASE PAYMENTS IN PART**

SECTION 8.1 Extraordinary Prepayment From Net Proceeds ..... 15
SECTION 8.2 Option to Purchase Leased Property ..... 15

**ARTICLE IX**

**MISCELLANEOUS**

SECTION 9.1 Notices ..... 15
SECTION 9.2 System of Registration ..... 16
SECTION 9.3 Instruments of Further Assurance ..... 16
SECTION 9.4 Binding Effect ..... 16
SECTION 9.5 Amendments ..... 16
SECTION 9.6 Section Headings ..... 16
SECTION 9.7 Severability ..... 16
SECTION 9.8 Entire Agreement ..... 16
SECTION 9.9 Execution in Counterparts ..... 16
SECTION 9.10 Arbitration ..... 16
SECTION 9.11 Applicable Law ..... 17

Schedule of Lease Payments ..... Exhibit A
Legal Description of the Leased Property ..... Exhibit B
Resolution of Governing Body ..... Exhibit C
Opinion of Lessee's Counsel ..... Exhibit D
Security Documents ..... Exhibit E
Delivery and Acceptance Certificate ..... Exhibit F

NON-BQ LEASE/PURCHASE AGREEMENT

THIS NON-BQ LEASE/PURCHASE AGREEMENT, dated as of October 8, 2026, by and between ZMFU II, INC., a corporation organized under the State of Utah, as lessor (the "Bank" or "Lessor"), and Hurricane City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

## REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the

Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate

arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed $5,000,000 in face amount, or $15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than $5,000,000 under Section 148(f)(4)(D) of the Code ($15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

**- or -**

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a corporation duly organized, existing and in good standing by virtue of the laws of the State of Utah, has the power to enter

into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

## ARTICLE III

## AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 6 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on November 1, 2032, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute

between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

## INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than $1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with

or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

## ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

## EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with

respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

## PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

## ARTICLE IX

## MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

| If to Bank: | If to the Lessee: |
|---|---|
| ZMFU II, INC.<br>One South Main Street, 17th Floor<br>Salt Lake City, Utah 84133<br>Attention: Olivia Martinez | Hurricane City<br>147 North 870 West<br>Hurricane, UT 84737<br>Attention: Kaden DeMille |

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this

Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZMFU II, INC.**, as Lessor

By:_____
Authorized Officer

**HURRICANE CITY,** as Lessee

By:_____

_____
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of four ninety-five hundredths' percent (4.95%) per annum calculated based on twelve 30-day months during a 360-day year.

**2. Payment Dates and Amounts.**

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 10/08/2026 | - | - | - | - | - |
| 11/01/2026 | 8,687.83 | 4.950% | 2,676.42 | 11,364.25 | 11,364.25 |
| 12/01/2026 | 7,909.11 | 4.950% | 3,455.15 | 11,364.26 | - |
| 01/01/2027 | 7,941.73 | 4.950% | 3,422.53 | 11,364.26 | - |
| 02/01/2027 | 7,974.49 | 4.950% | 3,389.77 | 11,364.26 | - |
| 03/01/2027 | 8,007.39 | 4.950% | 3,356.87 | 11,364.26 | - |
| 04/01/2027 | 8,040.42 | 4.950% | 3,323.84 | 11,364.26 | - |
| 05/01/2027 | 8,073.58 | 4.950% | 3,290.67 | 11,364.25 | - |
| 06/01/2027 | 8,106.89 | 4.950% | 3,257.37 | 11,364.26 | - |
| 07/01/2027 | 8,140.33 | 4.950% | 3,223.93 | 11,364.26 | - |
| 08/01/2027 | 8,173.91 | 4.950% | 3,190.35 | 11,364.26 | - |
| 09/01/2027 | 8,207.63 | 4.950% | 3,156.63 | 11,364.26 | - |
| 10/01/2027 | 8,241.48 | 4.950% | 3,122.78 | 11,364.26 | - |
| 11/01/2027 | 8,275.48 | 4.950% | 3,088.78 | 11,364.26 | 136,371.11 |
| 12/01/2027 | 8,309.61 | 4.950% | 3,054.64 | 11,364.25 | - |
| 01/01/2028 | 8,343.89 | 4.950% | 3,020.37 | 11,364.26 | - |
| 02/01/2028 | 8,378.31 | 4.950% | 2,985.95 | 11,364.26 | - |
| 03/01/2028 | 8,412.87 | 4.950% | 2,951.39 | 11,364.26 | - |
| 04/01/2028 | 8,447.57 | 4.950% | 2,916.68 | 11,364.25 | - |
| 05/01/2028 | 8,482.42 | 4.950% | 2,881.84 | 11,364.26 | - |
| 06/01/2028 | 8,517.41 | 4.950% | 2,846.85 | 11,364.26 | - |
| 07/01/2028 | 8,552.54 | 4.950% | 2,811.71 | 11,364.25 | - |
| 08/01/2028 | 8,587.82 | 4.950% | 2,776.43 | 11,364.25 | - |
| 09/01/2028 | 8,623.25 | 4.950% | 2,741.01 | 11,364.26 | - |
| 10/01/2028 | 8,658.82 | 4.950% | 2,705.44 | 11,364.26 | - |
| 11/01/2028 | 8,694.54 | 4.950% | 2,669.72 | 11,364.26 | 136,371.08 |
| 12/01/2028 | 8,730.40 | 4.950% | 2,633.86 | 11,364.26 | - |
| 01/01/2029 | 8,766.41 | 4.950% | 2,597.84 | 11,364.25 | - |
| 02/01/2029 | 8,802.58 | 4.950% | 2,561.68 | 11,364.26 | - |
| 03/01/2029 | 8,838.89 | 4.950% | 2,525.37 | 11,364.26 | - |
| 04/01/2029 | 8,875.35 | 4.950% | 2,488.91 | 11,364.26 | - |
| 05/01/2029 | 8,911.96 | 4.950% | 2,452.30 | 11,364.26 | - |
| 06/01/2029 | 8,948.72 | 4.950% | 2,415.54 | 11,364.26 | - |
| 07/01/2029 | 8,985.63 | 4.950% | 2,378.63 | 11,364.26 | - |
| 08/01/2029 | 9,022.70 | 4.950% | 2,341.56 | 11,364.26 | - |
| 09/01/2029 | 9,059.92 | 4.950% | 2,304.34 | 11,364.26 | - |
| 10/01/2029 | 9,097.29 | 4.950% | 2,266.97 | 11,364.26 | - |
| 11/01/2029 | 9,134.82 | 4.950% | 2,229.44 | 11,364.26 | 136,371.11 |
| 12/01/2029 | 9,172.50 | 4.950% | 2,191.76 | 11,364.26 | - |
| 01/01/2030 | 9,210.33 | 4.950% | 2,153.92 | 11,364.25 | - |
| 02/01/2030 | 9,248.33 | 4.950% | 2,115.93 | 11,364.26 | - |
| 03/01/2030 | 9,286.48 | 4.950% | 2,077.78 | 11,364.26 | - |
| 04/01/2030 | 9,324.78 | 4.950% | 2,039.48 | 11,364.26 | - |

| Date | Principal | Coupon | Interest | Total P+I | Fiscal Total |
|---|---|---|---|---|---|
| 05/01/2030 | 9,363.25 | 4.950% | 2,001.01 | 11,364.26 | - |
| 06/01/2030 | 9,401.87 | 4.950% | 1,962.39 | 11,364.26 | - |
| 07/01/2030 | 9,440.65 | 4.950% | 1,923.61 | 11,364.26 | - |
| 08/01/2030 | 9,479.60 | 4.950% | 1,884.66 | 11,364.26 | - |
| 09/01/2030 | 9,518.70 | 4.950% | 1,845.56 | 11,364.26 | - |
| 10/01/2030 | 9,557.96 | 4.950% | 1,806.29 | 11,364.25 | - |
| 11/01/2030 | 9,597.39 | 4.950% | 1,766.87 | 11,364.26 | 136,371.10 |
| 12/01/2030 | 9,636.98 | 4.950% | 1,727.28 | 11,364.26 | - |
| 01/01/2031 | 9,676.73 | 4.950% | 1,687.53 | 11,364.26 | - |
| 02/01/2031 | 9,716.65 | 4.950% | 1,647.61 | 11,364.26 | - |
| 03/01/2031 | 9,756.73 | 4.950% | 1,607.53 | 11,364.26 | - |
| 04/01/2031 | 9,796.98 | 4.950% | 1,567.28 | 11,364.26 | - |
| 05/01/2031 | 9,837.39 | 4.950% | 1,526.87 | 11,364.26 | - |
| 06/01/2031 | 9,877.97 | 4.950% | 1,486.29 | 11,364.26 | - |
| 07/01/2031 | 9,918.72 | 4.950% | 1,445.54 | 11,364.26 | - |
| 08/01/2031 | 9,959.63 | 4.950% | 1,404.63 | 11,364.26 | - |
| 09/01/2031 | 10,000.71 | 4.950% | 1,363.55 | 11,364.26 | - |
| 10/01/2031 | 10,041.97 | 4.950% | 1,322.29 | 11,364.26 | - |
| 11/01/2031 | 10,083.39 | 4.950% | 1,280.87 | 11,364.26 | 136,371.12 |
| 12/01/2031 | 10,124.98 | 4.950% | 1,239.28 | 11,364.26 | - |
| 01/01/2032 | 10,166.75 | 4.950% | 1,197.51 | 11,364.26 | - |
| 02/01/2032 | 10,208.69 | 4.950% | 1,155.57 | 11,364.26 | - |
| 03/01/2032 | 10,250.80 | 4.950% | 1,113.46 | 11,364.26 | - |
| 04/01/2032 | 10,293.08 | 4.950% | 1,071.18 | 11,364.26 | - |
| 05/01/2032 | 10,335.54 | 4.950% | 1,028.72 | 11,364.26 | - |
| 06/01/2032 | 10,378.18 | 4.950% | 986.08 | 11,364.26 | - |
| 07/01/2032 | 10,420.99 | 4.950% | 943.27 | 11,364.26 | - |
| 08/01/2032 | 10,463.97 | 4.950% | 900.29 | 11,364.26 | - |
| 09/01/2032 | 10,507.14 | 4.950% | 857.12 | 11,364.26 | - |
| 10/01/2032 | 10,550.48 | 4.950% | 813.78 | 11,364.26 | - |
| 11/01/2032 | 186,729.74 | 4.950% | 770.26 | 187,500.00 | 312,506.86 |
| Total | $846,300.02 | - | $159,426.61 | $1,005,726.63 | - |

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

75 Club Car Tempo Lithium Golf Carts

EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Non-BQ Lease/Purchase Agreement with ZMFU II, INC., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The City Council (the "Governing Body") of Hurricane City (the "Lessee") has determined that the leasing of the property described in the Non-BQ Lease/Purchase Agreement (the "Lease/Purchase Agreement") presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of Hurricane City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of October, 2026.

By _____

Print Name_____

Title _____

Attest:

By _____

Print Name _____

Title_____

STATE OF UTAH )
) ss.
COUNTY OF WASHINGTON )

I, _____ hereby certify that I am the duly qualified and acting _____ of Hurricane City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on October 1, 2026, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on October ___, 2026.

*In witness whereof,* I have hereunto set my hand on behalf of the Lessee this __ day of October, 2026.

By _____

Print Name_____

Title _____

EXHIBIT D

Opinion of Lessee's Counsel attached

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZMFU II, INC. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Non-BQ Lease/Purchase Agreement between the undersigned ("Lessee"), and ZMFU II, INC. (the "Bank"), dated October 8, 2026, (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The vehicle identification number for each item of Equipment which is set forth on Exhibit "B*"* to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

**HURRICANE CITY**

By: _____
(Authorized Signature)

Date: _____

HURRICANE CITY
UTAH

## STAFF COMMENTS

**Agenda Date:** 10/01/26

**Item:** Consideration and possible approval of local consent for a Recreational Beer license for Coral Cliffs Entertainment.

**Discussion:** Coral Cliffs Entertainment currently holds a full restaurant liquor license for its bar and restaurant area. The applicant is requesting a Beer Recreational License to allow beer to be served in the pinball, darts, and VIP bowling areas.

Staff has been advised that the pinball and darts areas will be restricted to patrons 21 years of age and older. The applicant would like the bowling area to remain open to all ages.

Staff's primary question is how alcohol service will be monitored in the bowling area where youth may also be present. Specifically, staff would like the applicant to explain how they will ensure that alcohol purchased and distributed, including beer served in pitchers, is consumed only by individuals who are legally permitted to consume alcohol. The applicant should identify the safeguards and monitoring procedures that will be used to prevent minors from consuming alcohol.

The State regulates the enforcement and requirements related to alcohol service. This would be the first and only Beer Recreational License of this type in Hurricane. – Cindy Beteag

**Findings:**

**Recommendation:**

HURRICANE CITY
UTAH

# LIQUOR LICENSE APPLICATION AND QUESTIONNAIRE

**HURRICANE CITY**
**147 N 870 W**
**HURRICANE, UTAH 84737**
**(435) 635-2811**

---

NOTE: **Please print or type.** All questions must be answered completely or application will not be considered.

NEW LICENSES OR CHANGE OF OWNERSHIP must be accompanied by:

- X $50.00 non-refundable application fee
- X Annual license fee (refunded if application is denied)
- X Statement from 5 individuals or entities recommending the applicant
- X Copy of business license or business license application
- X Proof of completion of all necessary certifications by employees required by the city and state or understanding of necessary training requirements for new applicants
- X A local background release form with copy of drivers license
- X Evidence of distances to nearest school, church, public library, public playground, or park
- x Names and addresses of shareholders, members, or partners (applicable to Corporations, limited liability companies and partnerships)

---

1. Applicant If the license is for an individual or sole proprietorship, applicant must be the owner. If license is for a corporation, the applicant shall be a corporate officer/agent authorized to make the application and a separate sheet must be attached giving the names and addresses of all shareholders owning more than 10% of the corporation. If license is for a limited liability company, applicant must be a manager or managing member authorized to make the application. If license is for a partnership, the applicant shall be a general partner and a separate sheet must be attached giving the names and addresses of all partners.

Name Zachery (First) Miles (Middle) Morgan (Last)

Home address [redacted] (Street) (City) (State/Zip)

Phone Number [redacted]

Social Security [redacted] Date of Birth [redacted]

U. S. Citizen? X Yes ____ No, if no, registered alien? ____ Yes ____ No

Relationship of applicant to entity for which license is sought:

____ Owner X ____ Corporate Agent ____ Corporate Officer ____ Officer

____ Partner ____ Member of Limited Liability Company ____ Other

2. Entity for which License is being sought
_____Sole Proprietorship X_____Corporation_____Non Profit Corporation
_____Partnership_____LLC_____Other _____

Name of Entity Coral Cliffs Entertainment Inc.

Address of Principal Office 835 W. State Street, Hurricane, UT. 84737
(Street) (City) (State/Zip)

Phone 435-669-3469 Email zm@coralcliffsent.com

Names, addresses, Phone, DOB, Social Security Number of all Corporate Officers, Partners, Members, Board of Directors and Shareholders
**(if necessary attach a separate sheet)**

| Name | Address | Phone | DOB | Social Security Number |
|---|---|---|---|---|
| Chase Stratton | [redacted] | | | |
| Tracey Stratton | | | | |
| Steven Stratton | | | | |
| Layne Stratton | | | | |
| Donald Stratton | | | | |
| Craig Stratton | | | | |
| Brian Stratton | | | | |
| Joyce Gorman | | | | |

3. Business Name / Location / Management

Name under which business will be operated (if different from name of the applicant, corporation or partnership) Coral Cliffs Entertainment Center

Business Address 827 West State Street (Street) Hurricane (City) Utah/84737 (State/Zip)

Phone Number 435-635-1484

Owner of Property Coral Cliffs Entertainment Inc.

Name of Business Manager Zachery (First) (Middle) Morgan (Last)

Social Security [redacted] Date of Birth [redacted]

Phone Number [redacted]

*Distance in feet from nearest public or public or private school 1729 Ft

*Distance in feet from nearest church 877 Ft

*Distance in feet from nearest public playground 1436 Ft.

*Distance in feet from nearest public park 3062 Ft.

*Distance in feet from nearest public library 2320 Ft.

4. Classification of license applied for:

| | |
|---|---|
| _____Airport Lounge | _____Banquet |
| _____Bar | X Beer Recreational |
| _____Hotel | _____Off-Premise Beer |
| _____Package Agency | _____Reception Center |
| _____Restaurant-beer only | _____Restaurant-Full |
| _____Restaurant-Limited | _____Tavern |
| _____Beer wholesaler | _____Liquor warehouse |
| _____Manufacturing | |

5. Miscellaneous Information (For purposes of the following questions, the term "you" shall refer to any applicant, corporate officer, corporate director, corporate agent, LLC member, partner or manager)

Have you ever been engaged in any other business where beer or alcoholic beverages were sold to the public?_____Yes X No. If yes, state name of business, location of business, nature of business, date(s) ofoperation. _____

_____

_____

Have you at any time been convicted of a felony in any court in the United States? _____Yes X No. If so, give particulars – City, Dates, pertinent information, etc. _____

_____

Have you been convicted or have you entered a plea of guilty at any time to a law violation involving beer or alcoholic beverages?_____Yes X No. If so, give particulars – City, Dates, pertinent information, etc._____

Give particulars of your employment or business engaged in during the past five years, stating dates, business name and address, nature of business, position or title, employer's name and address of business. _____

Are business premises to be leased?_____Yes X No. If yes, state name and address of lessor and nature of lessor's interest in business premises. _____

Will food be served at business location? X Yes_____No (If yes, please attach a sample of the menu you plan to use)

Has a license covering any place in which you had a financial interest ever been revoked or suspended?_____Yes X No If yes, state type of license, location of license, date license was revoked or suspended, reason for revocation or suspension _____

6. Additional Information: Give any additional information which you believe will help the City Council to make a decision upon your application: Already Have a Rest. License. Applying to be able to serve to our Pinball / VIP Bowling Areas.

STATE OF UTAH )
: ss.
COUNTY OF WASHINGTON )

I, Zach Morgan, being first duly sworn, depose and say as follows:

1. The foregoing Application and Questionnaire is in all respects true and correct, to the best of my knowledge and belief;
2. I am the applicant above-named and have not leased, assigned, or entered into a profit-sharing arrangement of any type with any other person for operation of the above-named business except as disclosed herein;
3. I have received and read the beer/alcoholic beverage license ordinance of the City of Hurricane, and I believe that this application in all respects conforms to the requirements thereof;
4. I consent to the entry in or upon the business premises by City employees or representatives at reasonable times for the purpose of inspecting the business premises to ensure compliance with applicable laws, ordinances, rules and regulation; and
5. I understand and agree that any false information contained in this application shall be grounds for denial of this application and shall constitute perjury.

Zach Morgan
Applicant

SUBSCRIBED AND SWORN TO before me this 5th day of September, 2026

(NOTARY PUBLIC OR CITY LICENSE OFFICER)

NOTARY PUBLIC
KARRI RICHARDSON
741986
MY COMMISSION EXPIRES
MARCH 12, 2029
STATE OF UTAH

(FOR OFFICE USE ONLY)

New license: _____
Date Application Reviewed: _____
Non-refundable application fee received 9/9/26 7.00076524|
Refundable license fee received 9/9/26 7.00076524|
Character statement from 5 residents received: _____
Application referred to: Planning & Zoning _____
Building Inspection Department _____
Fire Department _____
Police Department _____
Health Department _____
Business License obtained/applied for: _____
Date Application was considered by City Council: _____
Application:_____granted_____denied
Comments: _____

_____

_____

_____

_____

_____

_____
City License Officer

---

**FEES**

A non-refundable application fee of Fifty Dollars ($50.00) shall be submitted with any application for an original license.

At the time of application for an original license or renewal license, the applicant shall pay an annual license fee as follows:

All Classifications $300.00

If a license is issued on or after July 1 in any year, one-half of the annual license fee shall be charged.

DATE OF APPLICATION: 9/1/26

HURRICANE CITY
UTAH

147 N 870 WEST HURRICANE, UT 84737
PHONE: 435-635-2811
EMAIL: LICENSING@HURRICANE.UTAH.GOV
www.cityofhurricane.com

APPLICATION FEE: $25.00
LICENSE FEE: $50.00
TOTAL: $75.00

# BUSINESS LICENSE APPLICATION

NOTICE: Please complete each statement below. Incomplete applications will not be accepted.

## SECTION A — BUSINESS INFORMATION

Name of Business: Coral Cliffs Entertainment Center

Business Phone: 435 635 1484 Business Email: zm@coralcliffsent.com

Business Address: 827 W. State Street (Street Number) (Suite) Hurricane (City) Utah (State) 84737 (Zip)

Mailing Address (if different): (Street Number) (City) (State) (Zip)

State Sales Tax # (if applicable): 12035411-002-STC Dept. of Commerce Entity #: 5568459-0142

Professional License # (if applicable): Federal Identification #: 34-1984938

Website: coralcliffsent.com

Description of Business: Entertainment Center with Multiple Attractions such as Bowling, Mini Golf, Full Restaurant and Full Bar

Brief Narrative of Business Activities: Entertainment Center with multiple attractions. Featuring bowling, mini golf, axe throwing darts, full scratch kitchen, restaurant, bar.

Will there be any building or remodeling: No Will the business be located in a newly constructed building: Yes

Commercial Lease-Property Owner Written Approval: Yes Are you a Sexually Oriented Business: No

Does your business sell alcohol: Yes Does your business sell tobacco products: No

## PART B — HOME OCCUPATION APPLICANTS ONLY

- Will customers visit the home ..... Please Select...
- Will a display or stock of merchandise be at home ..... Please Select...
- Will employees who do not reside at the residence be at the house ..... Please Select...
- Any unusual traffic be created in neighborhood ..... Please Select...
- Will parking on roadside be needed ..... Please Select...
- Will flammable, toxic or poisonous materials be kept at the home ..... Please Select...
- Will there be any disposal of material into the septic or sewer system? ..... Please Select...
- What portion of home is to be used for business (25% total structure area) _____

## PART C — BUSINESS OWNER INFORMATION

**A list of all corporate officers or partners must be included. This list must include name, home address, and phone number.**

Owner's Name: Interstate Rock Products - Chase Stratton Phone Number: [redacted]

Home Address: [redacted] (Street Number) (City) (State) (Zip)

**Please add any additional owners/partners on a separate piece of paper and attach.**

➢ **This form is an application for a business license. The receipt for payment of license fees thereof does not constitute being approved to operate a business. The actual license will be issued only when all inspections are completed and signed off by the various City departments and approval is given by the Business License Office. To open and/or operate a business without final approval is a Class B Misdemeanor and punishable by law.**

Manager (if different): Zach Morgan

Phone Number: [redacted]

All businesses licensed in Hurricane City must be in compliance with applicable fire codes and regulations at all times. New businesses may be required to pass a fire inspection prior to issuance of a business license. Fire inspections encompass but are not limited to: fire equipment such as extinguishers, exits and aisles, electrical equipment, storage, and fire protection systems. Inspections may include additional areas of concern specific to particular business activities and/or locations. The licensing clerk will inform new applicants whether an initial inspection is required. Please contact the Hurricane Valley District at 435-635-9562 to schedule an inspection.

I understand that compliance with applicable fire codes and regulations is required for all businesses licensed in Hurricane City. I understand that a fire inspection of my business may be required in the future and would be conducted by Hurricane City Fire Department personnel. I understand that failure to comply with applicable fire codes and regulations may be grounds for revocation of my business license.

I UNDERSTAND AND AGREE to comply with all regulations of Title 3 Business License Regulations. **I UNDERSTAND that business shall not commence at this location without first obtaining an official copy of the business license,** and that inspections of the City Building, Zoning, Fire Officials, and the County Health Officials must first be completed and the building approved by these officials for business activities.

[signature] 9/1/26

Applicant's Signature Date

Office Use Only

**TOTAL FEES** $ 75 **AMOUNT PAID** $ 75

**DATE** 9-9-26 **RECEIPT #** 7-0007652411

**CITY LICENSE NUMBER** _____

Home Occupation: yes / no Zone: _____ Permitted Use: yes / no

Planning Commission Approval Required: yes / no If yes, which approval: site plan / conditional use

Planning Commission approval date: _____ Zoning approval/date: _____

New Construction: yes / no Remodel: yes / no Building Permit: yes / no

Certificate of Occupancy or Tenant Improvement inspection required: yes / no

ServSafe
National Restaurant Association

# ServSafe® CERTIFICATION

## DIANE CAIN

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the ANSI (American National Standards Institute) National Accreditation Board (ANAB)–Conference for Food Protection (CFP).

26079082
CERTIFICATE NUMBER

10882
EXAM FORM NUMBER

8/19/2024
DATE OF EXAMINATION

8/19/2029
DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

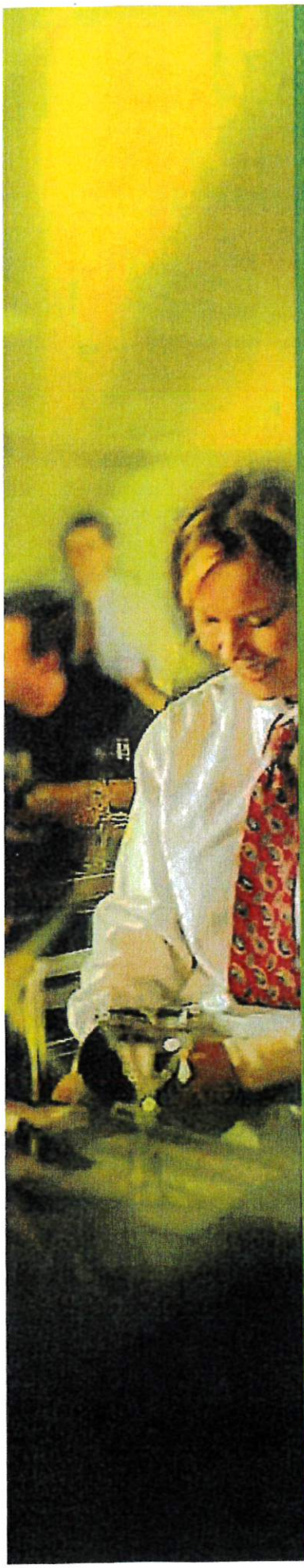
ANAB
ANSI National Accreditation Board
ACCREDITED PROGRAM
ANSI National Accreditation Board and the Conference for Food Protection
#0655

Sherman Brown
Executive Vice President, Business Services

In accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 (Regulation: 3.2, Standard A3.2).

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Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or ServSafe@restaurant.org.



# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ID # 17839449

CARD # 27408077

ServSafe
National Restaurant Association

## ServSafe Alcohol® CERTIFICATE

DIANE CAIN
NAME

5/15/2025
DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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17310801 v.1711

**NOTE:** You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

In Alaska you must laminate your card for it to be valid.

NATIONAL RESTAURANT ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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1711001 v.1711

Recycled Paper

# Letter of Recommendation

9/11/2026

To Whom This May Concern,

I am writing in support of approving a liquor license for Coral Cliffs Entertainment, Inc. in Hurricane, Utah.

The facility will offer a full-service restaurant, bar, VIP bowling lanes, and a separate family entertainment area with an arcade, mini-golf, and additional bowling. I believe responsibly serving alcohol with food and entertainment will be a positive addition and will allow adults and families to enjoy more of what the facility has to offer in one location.

I have known the management for years and have confidence in their character and ability to operate the facility responsibly. I believe they will take the necessary steps to ensure responsible alcohol service and maintain a safe, welcoming environment for families, guests, and the community.

I also believe Coral Cliffs Entertainment will benefit Hurricane by providing additional entertainment for residents and visitors, supporting tourism, and contributing to local and state tax revenue.

For these reasons, I respectfully encourage the Hurricane City Council to support the liquor license application for Coral Cliffs Entertainment, Inc.

Thank you for your consideration.

Sincerely,

Jonathan Meyers





Sept 10, 2026

Utah Department of Alcoholic Beverage Services
Licensing & Compliance Division

1625 S 900 W

Salt Lake City, UT 84104

RE: Letter of Recommendation for Coral Cliffs Entertainment, Inc. - Liquor License Application

To whom it may concern,

I offer a strong recommendation in support of the liquor license application for Coral Cliffs Entertainment, Inc. I have known Coral Cliffs Entertainment, Inc. and its management for 5 years as their accountant and controller over the company and its shareholders.

During this time, I have observed Coral Cliffs Entertainment, Inc's commitment to community, responsible practices, and to a safe venue for patrons and employees. I have seen their ability to train youth into responsible adults through hard work, leadership and dedication. I can attest to their strong work ethic, dedication to customer service, and adherence to regulations in the entertainment industry.

Coral Cliffs Entertainment, Inc. has demonstrated a consistent commitment to operating a reputable establishment and upholding the highest standards in their business practices.

I have witnessed their responsible approach to employee training, security measures, customer service, and community engagement.

I believe that Coral Cliffs Entertainment, Inc. possesses the necessary qualifications and character to responsibly hold and manage a liquor license in Utah. I am confident that they will operate their business in a manner that is compliant with all DABS regulations and beneficial to the community.

Thank you for your time and consideration of this recommendation. Contact me if I can be of further assistance.

Sincerely,

Jeff Bauer, CPA



Jocelyn Raddatz
[redacted]

September 10, 2026

RE: Liquor License at Coral Cliffs Entertainment in Hurricane, Utah

To Whom it May Concern:

I would like to recommend the approval of a liquor license for Coral Cliffs Entertainment. This new building is bringing some much needed entertainment to Hurricane Utah and is striving to bring things to attract whole families and people of all ages.

I believe the inclusion of the bar will attract young adults and parents who are looking for a place to relax while their children enjoy the other attractions.

Our city also is a large tourist attraction with Zion National Park being so close by and I think the restaurant can become a popular place for them to come eat and drink. I have been in the service industry for several years and often find myself directing our visitors to St. George in order to find bars and restaurants that serve alcoholic beverages. I think it will become a huge benefit to our community to have somewhere in town to send them.

I have known the members of management for many years and know that they will take every precaution to run things safely and responsibly.

Sincerely,

Jocelyn Raddatz

Jocelyn Raddatz

Amanda Pectol
[redacted]

September 9, 2026

RE: Recreational License at Coral Cliffs Entertainment in Hurricane, Utah

To Whom it May Concern:

I want to make a recommendation to approve a recreational license for Coral Cliffs Entertainment, Inc. This facility plans to offer a full restaurant with an attached bar and VIP bowling lanes. This area is proposed to be separated from a larger family area with arcade, mini-golf and more bowling lanes. The ability to walk around with a purchased drink would be very beneficial.

This area in Southern Utah is very popular with tourism and there is a large demand for alcohol to be served along with food and this class of entertainment. I believe a recreational license would be a welcome addition to the operation and that it would encourage adults to enjoy the amenities offered at the facility along with their children. This will help keep more adults close by, instead of just dropping them off and going elsewhere.

Having known the management for several decades, I know that they will operate this facility responsibly. They have sufficient past management experience in facilities with similar models, serving alcohol as well as providing a safe area for all family members to safely enjoy.

I am confident that this will be an overall benefit to the community, both in regards to tax revenues for the city and state, as well as a source of entertainment for residents as well as tourists visiting the area.

Sincerely,

Amanda Pectol

Nathan Bronemann
[redacted]

September 10, 2026

RE: Liquor License at Coral Cliffs Entertainment in Hurricane, Utah

To Whom it May Concern:

I want to make a recommendation to approve a liquor license for Coral Cliffs Entertainment, Inc. This facility plans to offer a full restaurant with an attached bar and VIP bowling lanes. This area is proposed to be separated from a larger family area with arcade, mini-golf and more bowling lanes.

This area in Southern Utah is very popular with tourism and there is a large demand for alcohol to be served along with food and this class of entertainment. I believe it would be a welcome addition to the operation and that it would encourage adults to enjoy the amenities offered at the facility along with their children. This will help keep more adults close by, instead of just dropping them off and going elsewhere.

Having known the management for several decades, I know that they will operate this facility responsibly. They have sufficient past management experience in facilities with similar models, serving alcohol as well as providing a safe area for all family members to safely enjoy.

I am confident that this will be an overall benefit to the community, both in regards to tax revenues for the city and state, as well as a source of entertainment for residents as well as tourists visiting the area.

Sincerely,

Nathan Bronemann

VIP BOWLING

PINBALL

2/A513

BAR / REST.

ADULT DARTS (ALSO AXES, NO BEVERAGES ALLOWED)

FAM REST.

HURRICANE CITY
UTAH

**STAFF COMMENTS**

**Agenda Date: October 1, 2026**

**Item:** Consideration and possible approval of Ordinance 2026-23 Approving the Abandonment and Vacation of a Portion of 2460 West.

**Discussion:** Ted Spilsbury has petitioned the City to abandon the portion of 2460 West that is undeveloped that runs between his family property and the Intermountain Health campus, just north of State Street.

There are a few issues to keep in mind for this one:

1. 2460 West was dedicated by the Spilsbury family as part of the Hurricane Industrial Park development in 1979.
2. The platted alignment of 2460 West runs all the way to State Street. The location of the alignment is not compatible with the development of a future intersection at State Street because of its misalignment with other intersections that have already been established. It is NOT a good idea to develop 2460 West all the way to State Street.
3. Ted is working a deal with Intermountain wherein he would sell them the family parcel that lies West of the existing road alignment. The parcel would lend itself better for future development of the Intermountain campus with the road being abandoned.
4. The City's active transportation plan contemplates a trail alignment that is slated to run along 2460 West and through the Spilsbury property. However, the trail could be integrated into a future development plan that doesn't include the road. In fact, staff would not recommend the extension of 2460 West to intersect with State Street.

**Findings:** Staff has met with Ted Spilsbury and concurs with the proposed area to be abandoned. The City can work with property owners to integrate a trail alignment into a future development plan on the property.

**Recommendation:** Staff is not opposed to the abandonment, provided Mr. Spilsbury discloses the City's Active Transportation Master Plan to his potential buyers. – Arthur LeBaron

HURRICANE CITY
UTAH

**STAFF COMMENTS**

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**Findings:** Staff has met with Ted Spilsbury and concurs with the proposed area to be abandoned. The City can work with property owners to integrate a trail alignment into a future development plan on the property.

**Recommendation:** Staff is not opposed to the abandonment, provided Mr. Spilsbury discloses the City's Active Transportation Master Plan to his potential buyers. – Arthur LeBaron

Ted Spilsbury
569 No. 500 W
St. George, Utah 84770

Sept. 28 2026

Letter of Petition
Hurricane City
Hurricane City Council
C/O Arthur LeBaron

Dear Arthur... Arthur, I am writing this letter of petition, requesting the City of Hurricane to deed back property that was deeded to the City of Hurricane in exchange for SR-9 Highway right of way entrance. I am writing this letter on behalf of the LeGrande Spilsbury family. The property is located between 6.15 acres of Spilsbury Holding property and Intermountain Health property. the property consists of 0.921 acres.

We the Spilsbury family... Spilsbury Holdings is presently in negociations with Intermountain Health Care for the purchase of our ajoining property. The 0.921 acres needs to be deeded back to our family so we can include it in the purchase.

Arthur would you please forward this request to the proper channels. Also, I would like to thank you and the Hurricane City officials namely your self, Mike Vermeer, Dayton Hall and Westin Walker for your assistance in this matter.

Sincerely, Ted Spilsbury 1-435-229-5594

cc: Arthur LeBaron office arthur@cityofhurricane.com
Dayton Hall - office dayton@cityofhurricane.com

HURRICANE CITY
UTAH

## STAFF COMMENTS

**Agenda Date:** 10/01/26

**Item:** Consideration and possible approval of Resolution 2026-31 Approving updates to the Hurricane City Retention Schedule.

**Discussion:** Utah Code requires municipalities to adopt a retention schedule governing the maintenance and destruction of records. The City Council adopted the City's current retention schedule in 2023. Since that time, the State has made changes and updates to its retention requirements. The proposed amendments update the City's existing retention schedule to reflect those changes and align it with the current State retention schedules. – Cindy Beteag

**Findings:**

**Recommendation:**

Resolution 2026-31

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING UPDATES TO THE HURRICANE CITY RETENTION SCHEDULE**

***WHEREAS***, Utah State Code Title 63G, Chapter 2 requires municipalities to adopt a retention schedule governing the maintenance and destruction of records;

**WHEREAS**, the Hurricane City Council previously updated the retention schedule in 2023;

**WHEREAS**, the requirements from the State of Utah have been updated since Hurricane City adopted its retention schedule;

**WHEREAS**, the Hurricane City Council desires to adopt an updated retention schedule that complies with the updated State Code;

***BE IT HEREBY RESOLVED*** by the City Council of Hurricane, Utah that the Retention Schedule, attached hereto as Exhibit "A" and incorporated herein, is hereby adopted.

PASSED AND APPROVED THIS 1st day of October 2026.

_____
Clark Fawcett, Mayor

ATTEST:

_____
Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 1st day of October 2026. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

| | Yea | Nay | Abstain | Absent |
|---|---|---|---|---|
| Joseph Prete | ___ | ___ | ___ | ___ |
| Dave Imlay | ___ | ___ | ___ | ___ |
| Lynn Excell | ___ | ___ | ___ | ___ |
| Amy Werrett | ___ | ___ | ___ | ___ |
| Merlin Spendlove | ___ | ___ | ___ | ___ |

_____
Cindy Beteag, Recorder

# Hurricane City
# Records Retention Schedule

## Table of Contents

Schedule 1- Administrative Records
Schedule 2- Airport
Schedule 3- Auditor
Schedule 4- Bonds and Bonding
Schedule 5- Budget
Schedule 6- Building Inspection
Schedule 7- Clerk
Schedule 8- Communication
Schedule 9- Data Processing
Schedule 10- Elected Office
Schedule 11- Facility Management
Schedule 12- Financial Management
Schedule 13- Fire Department
Schedule 14- Geospatial Data Sets
Schedule 15- Health
Schedule 16- Human Resources
Schedule 17- Intrinsically Historical
Schedule 18- Law Enforcement
Schedule 19- Legal
Schedule 20- Motor Vehicles and Maintenance
Schedule 21- Parks and Recreation
Schedule 22- Payroll
Schedule 23- Planning and Zoning
Schedule 24- Public Affairs
Schedule 25–Public Utilities
Schedule 26--Public Works
Schedule 27--Purchasing
Schedule 28--Recorder
Schedule 29-Redevelopment
Schedule 30-Risk Management
Schedule 31-Security Services
Schedule 32- Special Assessment
Schedule 33- Surveyor

# Administrative Records
# Schedule 1


| | |
|---|---|
| Administrative Hearing Records | 1-1 |
| Administrative Rule Records | 1-2 |
| Agency History Records | 1-3 |
| Animal Control Records | 1-4 |
| Annual or Official Reports | 1-5 |
| Audit Work Papers | 1-6 |
| Cartographic Records | 1-7 |
| Closed Meeting Records | 1-8 |
| Constitution and Bylaws | 1-9 |
| Contract and Lease Records | 1-10 |
| Employee and Program Productivity Records | 1-11 |
| Equipment Standards Guide | 1-12 |
| Executive Internal Committee Records | 1-13 |
| Feasibility Studies | 1-14 |
| Formal Opinion Records | 1-15 |
| Government Records Access and Management Act (GRAMA Appeals) | 1-16 |
| Indemnification Agreements | 1-17 |
| Information Governance Records | 1-18 |
| Interim Verification Files | 1-19 |
| Internal Committee Records | 1-20 |
| Investigation Records | 1-21 |
| Legal Counsel Records | 1-22 |
| Local Government Ordinances and Indexes | 1-23 |
| Local Government Resolutions | 1-24 |
| Notary Bond Files | 1-25 |
| Open Meeting Minutes & Public Materials | 1-26 |
| Open Meeting Recordings | 1-27 |
| Operational Procedure and Guideline Records | 1-28 |
| Performance Audit Records | 1-29 |
| Permit and Licensing Records | 1-30 |
| Petition Signature Records | 1-31 |
| Proclamations, Declarations, and Executive Orders | 1-32 |
| Program and Policy Development Records | 1-33 |
| Project Management Records | 1-34 |
| Proof of Publication Files | 1-35 |
| Public Relations Records | 1-36 |
| Publications | 1-37 |
| Records Access Requests and Appeals | 1-38 |
| Records Destruction Files | 1-39 |
| State Government Routine Administrative Correspondence | 1-40 |

Submitted Petition Records 1-41
Substance Use Disorder Records 1-42
Transitory Tracking Records 1-43
Working Files 1-44

**HURRICANE CITY SERIES:** 1-1
**TITLE:** Administrative Hearing Records
**STATE SERIES #:** GRS-1655

**DESCRIPTION:** Records of hearings held for various reasons including to regulate processes, change rules and policies, address the denial and revocation of licenses at the request of the public, or to discuss particular issues at the request of an executive body. Records may include meeting notices, proofs of publications, meeting minutes, the conclusions reached, and related correspondence. These files contain information documenting hearings for various reasons including the denial and revocation of various licenses (businesses, liquor, taxi licenses) or special hearings called by the Mayor or City Council. Files contain copies of transcribed minutes, related correspondence, and copies of applications, reports and agendas.

**RETENTION:** Retain for 5 years; then transfer records to the archives.
**DISPOSITION:** Transfer to archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2018)

**HURRICANE CITY SERIES:** 1-2
**TITLE:** Administrative Rule Records
**STATE SERIES #:** GRS-1692

**DESCRIPTION:** Information an agency relies upon when making a rule under the Utah Administrative Rulemaking Act, Title 63G, Chapter 3, including copies of "(a) the proposed rule, change in the proposed rule, and the rule analysis form; (b) the public comment received and recorded by the agency during the public comment period; (c) the agency's response to the public comment; (d) the agency's analysis of the public comment; and (e) the agency's report of its decision making process." (Subsection 63G-3-102(1)) Also may include records and other information used by agencies to support rulemaking decisions.

**RETENTION:** Retain permanently
**DISPOSITION:** May be transferred to archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 07/2021)

**HURRICANE CITY SERIES:** 1-3
**TITLE:** Agency History Records
**STATE SERIES #:** GRS-1723

**DESCRIPTION:** These records document the organization and reorganization of governmental entities. Information includes history, functional information, geographical boundaries, organizational files and related records.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2018)

**HURRICANE CITY SERIES:** 1-4
**TITLE:** Animal Control Records
**STATE SERIES #:** GRS-1714

**DESCRIPTION:** These records are created during the conduct of animal control and shelter programs. Records include activity reports, end of month stats, biting incidents, licenses, euthanasia, adoptions, investigations, citations, complaints and related records.

**RETENTION:** After resolution of issue, expiration of license, or final action, retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2014)

**HURRICANE CITY SERIES:** 1-5
**TITLE:** Annual or Official Reports
**STATE SERIES #:** GRS-3

**DESCRIPTION:** These are official reports summarizing activities and accomplishments of a governmental entity or program which are produced and distributed regularly. They may include statistics, narrative reports, graphics and diagrams.

Uniform Crime Report Files – These files contain copies of a monthly statistical report of all offenses known to sheriff's offices. They are separated into categories of crime (homicide, rape, robbery, assult, burglary, larceny, motor vehicle theft) and are submitted to the Uniform

Crime Reporting Division. Supplementary reports detail the value of property stolen and recovered. These reports are used to create the annual published Uniform Crime Report.
**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 1/2019)

**HURRICANE CITY SERIES**: 1-6
**TITLE**: Audit Work Papers
**STATE SERIES #**: GRS-1728

**DESCRIPTION**: These records contain the audit results and evidence supporting the final report, and provide a link between the field work and the auditor's report. Work papers collected during the course of the audit include client-prepared documents, analysis, data and correspondence which documents the performance of audits and their conclusions.

**RETENTION**: Retain for 10 years; then destroy records.
**DISPOSITION**: Destroy
**PRIMARY CLASSIFICATION**: Public
(Last Updated 3/2018)

**HURRICANE CITY SERIES:** 1-7
**TITLE:** Cartographic Records
**STATE SERIES #:** GRS-1747

**DESCRIPTION:** Cartographic records which contain the officially designated record copy of maps created by an agency. These records document unique cartographic information about the state of Utah. They may include maps, charts, geospatial data sets , aerial photographs, globes, models and raised relief maps. These are a graphic representation of the earth's surface drawn to scale.

Annexation Files - These files document the annexation of property into municipal boundaries. They usually contain correspondence, citizens' petitions, maps and the official annexation action approved by City Council (Utah Code 10-2-401 to 422 (1977)).

Recreational Facility Maps - These maps document the layout of all parks, recreational facilities and golf courses. They are used for planning purposes.

Aerial Photographic Maps - These are large aerial photographs of the municipality. They are usually updated once every five years, and are used for informational purposes. The photographs are taken periodically to illustrate changes in development.

Zoning Maps - These maps show zoning boundaries within the municipality. They are usually blueprint maps which show streets, property lines, zoning boundaries and area classifications. These maps are used for reference purposes and are frequently updated.

Field Notes - These are the original field surveyor's notes for water and sewer installations which are used as a basis for all maps. They include location, elevation and other related information.

Informational Maps and Plats - These are city maps and plats for surveys and maintenance of city property and facilities. They are used for research purposes by the public, other city departments, and title companies. They include townships and range, rights-of-way, monument markers, lot measurements, street names, centerline measurements, blocks and subdivision names.

Traffic Drawings - These are original drawings or area maps of streets. They are used to determine whether changes are needed in school zones, pedestrian crossings, intersections, signalized intersections, and street stripping. Drawings are used as a reference tool for the performance work.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2018)

**HURRICANE CITY SERIES:** 1-8
**TITLE:** Closed Meeting Records
**STATE SERIES #:** GRS-1710

**DESCRIPTION:** Recordings are required for the closed portion of meetings of a public body, except as provided by statute. The recording is the official record of a closed meeting (Utah Code 52-4-206(1)(a) and (2)(2014)).

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Private
(Last Updated 11/2018)

**HURRICANE CITY SERIES:** 1-9
**TITLE:** Constitution and Bylaws
**STATE SERIES #:** GRS-43

**DESCRIPTION:** These are the city charters, and constitution and bylaws of governing and advisory boards approved by the State Legislature (Constitution of Utah, Article XI, Section 5). They establish the organization and operational procedures for the board. They usually include date of adoption and amendments, description and purpose of board, membership, description and responsibilities of board's positions, meeting frequency, voting procedures, explanation of what constitutes a quorum and the establishment of procedural rules (e.g., Robert's Rules of Order, etc.).

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 1-10
**TITLE:** Contract and Lease Records
**STATE SERIES #:** GRS-1731

**DESCRIPTION:** These records document contractual agreements for property use, products or services. Records may include requirements and terms, and the signed contract. Contractor payroll records are included.

These files contain copies of leases, subleases, assignments of leases, and memoranda of leases for property which the city leases. They show the name and addresses of lessor and lessee; description of property; rent; purpose for which property may be used; and indicate any additional conditions or terms (determination of payment of utilities, taxes, insurance, maintenance and repair, and alterations to the property during the term of the lease), as well as any options to renew.

**RETENTION:** After expiration of contractual agreement, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 07/2019)

**HURRICANE CITY SERIES:** 1-11
**TITLE:** Employee and Program Productivity Records
**STATE SERIES #:** GRS-1698

**DESCRIPTION:** Reports documenting work productivity of employees or an office. Includes weekly activity or production reports, monthly activity reports, etc.

Daily Pump Station Well Reports - This is a daily monitoring report of a water system. This report shows the time pumps or wells are started and stopped, hours run, power used and amount of water pumped.

**RETENTION:** After resolution of issue, retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2018)

**HURRICANE CITY SERIES:** 1-12
**TITLE:** Equipment Standards Guide
**STATE SERIES #:** GRS-1253

**DESCRIPTION:** These are standards developed for equipment purchases. They are used to ensure the most efficient expenditure of district funds. The standards are normally organized by subject and include an item-by-item description, estimated or guaranteed price and quantity allowed.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1996)

**HURRICANE CITY SERIES:** 1-13
**TITLE:** Executive Internal Committee Records
**STATE SERIES #:** GRS-1726

**DESCRIPTION:** These records document meetings of boards, committees, or teams that have no statutory authority to make public policy decisions, but do have authority to make internal policy decisions. Information includes the determinations and actions of the meeting.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2015)

**HURRICANE CITY SERIES:** 1-14
**TITLE:** Feasibility Studies
**STATE SERIES #:** GRS-746

**DESCRIPTION:** These records are created and used in the development, redesign, modification of or migration of data from a technological system or application. Information includes project management records, status records, and status reports, scope of work, analyses and related records.

Data Processing Planning Records - Records include system or subsystem specifications, user requirements and specifications and memoranda and correspondence. May also include studies, analyses and short-range plans.

**RETENTION:** After completion of report, retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 1/2019)
**SECONDARY CLASSIFICATION:**
Protected: Utah Code 63G-2-305(11) and Utah Code 63G-2-305(22)(2008)

**HURRICANE CITY SERIES:** 1-15
**TITLE:** Formal Opinion Records
**STATE SERIES #:** GRS-1722

**DESCRIPTION:** These are the formal legal opinions researched, written and published by attorneys. They are necessary to maintain consistency of opinion in related matters.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2015)

**HURRICANE CITY SERIES:** 1-16
**TITLE:** Government Records Access and Management Act (GRAMA) Appeals Case Files
**STATE SERIES #:** GRS-1715

**DESCRIPTION:** These files document all appeals submitted to records appeals boards. These case files include requests, denials, appeals, decisions and any other documentation concerning the appeals process.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2014)

**HURRICANE CITY SERIES:** 1-17
**TITLE:** Indemnification Agreements
**STATE SERIES #:** GRS-47

**DESCRIPTION:** Indemnification or hold harmless agreements involve the assumption of liability through contractual agreement. A party intending to use, ride in, or otherwise occupy government property, agrees to eliminate any liability on the part of the governmental entity in the event that any accident of injury occurs while they are using, riding in, or occupying government property. An example is a "hold harmless agreement" which passengers fill out when they ride along with deputies in police department vehicles.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 1/2011)

**HURRICANE CITY SERIES:** 1-18
**TITLE:** Information Governance Records
**STATE SERIES #:** GRS-1713

**DESCRIPTION:** Records used in establishing and implementing records management policies, practices, and procedures. Included are inventories, finding aids, agency records, job descriptions, scheduling and related information. These records include community policing program records, intellipay paperless statement requests and proof of insurance (Certificates of Insurance). This also includes similar records relating to the assignment and use of asset by city employee. Also includes outside employment application files. Record destruction files, including destruction logs, are not included in this schedule.

**RETENTION:** After superseded or final action, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 02/2019)

**HURRICANE CITY SERIES:** 1-19
**TITLE:** Interim Verification Files
**STATE SERIES #:** GRS-1705

**DESCRIPTION:** Records documenting the interim verification of a license, certification, eligibility, or other temporary authorization until a final authorization can be produced. Records are used to verify authorization during the interim period. Information includes the period of interim authorization, names, addresses, identification numbers, official signatures, dates, verification numbers and other relevant information.

**RETENTION:** After final action, retain for 6 months; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2010)

**HURRICANE CITY SERIES:** 1-20
**TITLE:** Internal Committee Records
**STATE SERIES #:** GRS-1725

**DESCRIPTION:** These records document meetings of boards, committees, or teams that have no statutory authority to make public policy decisions. Information includes implementation of projects, programs or operational matters.

**RETENTION:** After resolution of issue, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2015)

**HURRICANE CITY SERIES:** 1-21
**TITLE:** Investigation Records
**STATE SERIES #:** GRS-1733

**DESCRIPTION:** These records contain information necessary to undertake a complete investigation and are used to identify patterns of behavior, investigate claims, conduct internal investigations, and for other investigative purposes. Records may relate to the initiation, investigation, and disposition of cases, but do not include investigations of employees, criminal activities, or worker's compensation, which have separate retention schedules. These files contain petitions claiming damages caused by municipal employees and/or equipment. They are used to determine liability. These files include petitions, correspondence and police reports if applicable.

**RETENTION:** After case is closed, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-302(2)(a)(2015)
(last Updated 3/2018)

**HURRICANE CITY SERIES:** 1-22
**TITLE:** Legal Counsel Records
**STATE SERIES #:** GRS-1721

**DESCRIPTION:** These are legal interpretations given by attorneys at the request of governmental entities asking for guidance in enforcing, obeying and/or interpretation of the law.

**RETENTION:** After resolution of issue, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2015)

**HURRICANE CITY SERIES:** 1-23
**TITLE:** Local Government Ordinances and Indexes
**STATE SERIES #:** GRS-49

**DESCRIPTION:** These ordinances are rules, laws or statutes adopted by a local legislative body. Records include codified ordinances and indexes.

Ordinances - These books contain the legislative action of City Council to regulate, require, prohibit, govern, control, or supervise any activity, business, conduct, or condition authorized by Utah Code 10-3-701 to 715 (1997). An ordinance includes a number, a title, preamble, an ordaining clause, the body or subject of ordinance, when applicable, penalty of violation, effective date, signature of Mayor or acting Mayor and municipal seal.

Zoning Ordinances - These "land use and development" ordinances provide standards for development for "land use and development" within the municipality. They have been approved by both the Planning Commission and the City Commission. "The Planning Commission shall prepare and recommend to the [City Commission] a proposed zoning ordinance and maps . . . The [City Commission] shall hold a public hearing on the proposed zoning ordinance . . . After public hearing, the [City Commission] may (a) adopt the ordinance as proposed; (b) amend zoning ordinance and adopt or reject the zoning ordinance as amended; or (c) reject the ordinance" (Utah Code 10-9-402 (1995)).

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2018)

**HURRICANE CITY SERIES:** 1-24
**TITLE:** Local Government Resolutions
**STATE SERIES #:** GRS-50

**DESCRIPTION:** Local legislative bodies may exercise administrative powers by issuing resolutions. Records include formal opinions, decisions, and authorization issued by resolution.

These records are resolutions that are adopted by the legislative body of a municipality with the intent to establish an authority "which must contain a statement of intent to create an airport authority; the name of the airport authority; the time and place for a public hearing; the name of the newspaper in which the resolution will be published; a designation of the airport or airports to come under the jurisdiction of the authority; and such other information concerning the proposed authority as the legislative body deems necessary or appropriate" (Utah Code 17A-2-1505 (1997)). These resolutions are formal opinion or decisions of a local legislative body.

These are formal statements of a decision, or expression of opinion put before or adopted by the City Council. They may perform the same function as an ordinance. Resolutions may include the following: establishing water and sewer rates, charges for garbage collection and fees charged for municipal services, establishing policies and guidelines and regulating the use and operation of municipal property (Utah Code 10-3-717 (1997)).

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 1-25
**TITLE:** Notary Bond Files
**STATE SERIES #:** GRS-35

**DESCRIPTION:** These files document municipal employees providing service to municipal agencies as notaries public. They include valid certificates, copies of bonds and any related correspondence.

**RETENTION:** After final action, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 1-26
**TITLE:** Open Meeting Minutes & Public Materials
**STATE SERIES #:** GRS-1709

**DESCRIPTION:** Approved minutes of an open meeting are the official record of the meeting of a public body. Contained in or with the minutes shall be the substance of all matters proposed, discussed or decided and votes taken (Utah Code 52-4-203(2014)). This retention schedule includes agendas, notices, any public materials distributed or presented during the meeting, as well as meeting packets or other documents in final form distributed to body members prior to or during the meeting in order to provide context for matters proposed, discussed, or decided. May include public and non-public materials.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 10/2020)

**HURRICANE CITY SERIES:** 1-27
**TITLE:** Open Meeting Recordings
**STATE SERIES #:** GRS-1712

**DESCRIPTION:** Audio or video recordings document what transpired in open meetings of public bodies and are the official record of the meeting until and unless written meeting minutes are approved. Recordings used in place of written minutes in accordance with Utah Code 52-4-203(2)(b) are meeting minutes and are subject to the general retention schedule for open meeting minutes and public materials (GRS-1709), per Utah Code 52-4-203(6)(2018).

**RETENTION:** After approval of written minutes, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 10/2018)

**HURRICANE CITY SERIES:** 1-28
**TITLE:** Operational Procedure and Guideline Records
**STATE SERIES #:** GRS-1732

**DESCRIPTION:** These records document actions taken to achieve objectives and implement policies through day to day operations. They govern routine business activities that do not impact the rights of an individual. Includes issuances related to routine administrative functions (e.g., payroll, procurement, and personnel).

**RETENTION:** After superseded, retain for 4 years; then destroy records.

**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 01/2021)

**HURRICANE CITY SERIES**: 1-29
**TITLE**: Performance Audit Records
**STATE SERIES** #: GRS-1727

**DESCRIPTION**: These are studies and reports prepared and produced as a result of an internal or external performance audit of an entity. Audit records summarize an entity's programs, operations, productivity, performance, compliance, and can include examining and verifying the entities' financial activities for the year.

Planning Study Reports - These are research based reports completed in-house or by outside consultants on specific planning problem or conditions. They may be adopted as an amendment to the master plan. These reports provide needed information on specific issues (i.e., housing needs, transportation, geologic concerns). These reports may include recommendations and may be extension of the master plan.

**RETENTION**: Retain for 10 years; then transfer records to the archives.
**DISPOSITION**: May be transferred to the State Archives
**PRIMARY CLASSIFICATION**: Public
(Last Updated10/2019)

**HURRICANE CITY SERIES**: 1-30
**TITLE**: Permit and Licensing Records
**STATE SERIES #:** GRS-1724

**DESCRIPTION**: These records authorize an entity to conduct business within the consenting government's jurisdiction. Records include applications, certificates, registrations, permits, licenses and related records (i.e. Beer License Applications and Files and Certificates of License). Permits and Certification Files – These files contain permits and certifications from the Federal Aviation Administration (FAA) or other state and federal agencies and other reports, correspondence, or other documentation bearing directly on the application for the issuance or renewal of the permit or certification.

**RETENTION**: After expiration of permit or license, retain for 3 years; then destroy records.
**DISPOSITION**: Destroy
**PRIMARY CLASSIFICATION**: Public
(Last Updated 8/2018)

**HURRICANE CITY SERIES:** 1-31
**TITLE:** Petition Signature Records

**STATE SERIES #:** GRS-1729

**DESCRIPTION:** These records are petition signature sheets signed by individuals wishing to add a candidate or initiatives to the election ballot. Signatures are verified to determine whether petitioners are registered voters.

**RETENTION:** Retain for 22 months; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/2016)

**HURRICANE CITY SERIES:** 1-32
**TITLE:** Proclamations, Declarations, and Executive Orders
**STATE SERIES #:** GRS-16582

**DESCRIPTION:** These are proclamations, declarations, or executive orders issued by a governor, mayor, or other executive officer or body. Proclamations are formal public announcements related to certain matters of government. They may designate classes of cities, call special legislative sessions, publish states-of-emergency, or publicly avow or cause certain matters of state government to be made generally known. Declarations may recognize or call attention to people, groups, bodies, or actions that have a public purpose; designate special days or other time periods; or invoke specific legislative purposes. Executive orders set policy for an executive branch of government; create boards and commissions; provide for the transfer of authority; or otherwise interpret, implement, or give administrative effect to a provision of the Constitution, state law or executive policy.

**RETENTION:** Retain permanently; then trasfer records to archives
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 8/2021)

**HURRICANE CITY SERIES:** 1-33
**TITLE:** Program and Policy Development Records
**STATE SERIES #:** GRS-1717

**DESCRIPTION:** These records are created by executive decision-makers to document the establishment and dissemination of agency programs, policies, and procedures. Executive decision-makers may include the Chair, Director, Chief Administrative Officer, Public Information Officer, Commissioner, Mayor, or other internal administrators as identified by the executive office. Related correspondence and email is included.
Equal Employment Opportunity (EEO) Program Files – These files document the adoption and administration of affirmative action programs under the Civil Rights Act of 1964 and the Equal

Employment Act of 1972. This can inlcude program corresponsence, program plans and reports.

**RETENTION:** Permanent after final action, retain for 3 years; then transfer records to the archives.

**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated2/2020)

**HURRICANE CITY SERIES:** 1-34
**TITLE:** Project Management Records
**STATE SERIES #:** GRS-21

**DESCRIPTION:** These files contain memoranda, preliminary reports, and other records documenting assignments and the progress of projects. These files do not contain the final reports.

**RETENTION:** After end of project or program, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/1991)

**HURRICANE CITY SERIES:** 1-35
**TITLE:** Proof of Publication Files
**STATE SERIES #:** GRS-46

**DESCRIPTION:** When a statute, court order, or judge requires publication of a document or notice in a local newspaper (UCA 78B-5-613 (2009)) evidence of the publication may be given by the affidavit of the publisher along with a copy of the document or notice and specification of the dates of publication. These files may contain proof of publication affidavits, copies of actual newspaper notices, usually for hearings, sale of bonds, budget, and Council meetings (Utah Code 78-25-14 (1997)) and related evidence of the publication.

**RETENTION:** After completion of publication or report, retain for 6 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 1-36
**TITLE:** Public Relations Records
**STATE SERIES #:** GRS-1716

**DESCRIPTION:** These records, regardless of format or mode of transmission, are created for distribution to the news media or public. Records include speeches, press releases, public announcements or similar records.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2014)

**HURRICANE CITY SERIES:** 1-37
**TITLE:** Publications
**STATE SERIES #:** GRS-1678

**DESCRIPTION:** Any record of enduring value, regardless of format or platform, that is disseminated by a governmental entity for public distribution. These may include website content, printed publications, newsletters, social media posts, and similar records. See Utah Code Section 9-7-101(7)(2017) and 9-7-208(4)(2006). Includes policy and procedure manuals and annual and final performance notes.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 10/2018)

**HURRICANE CITY SERIES:** 1-38
**TITLE:** Records Access Requests and Appeals
**STATE SERIES #:** GRS-1711

**DESCRIPTION:** These records are access requests as provided under the Government Records Access and Management Act (GRAMA) (Utah Code 63G-2-204(2011)). They include requester's name, address, telephone number, date, record requested, date request received, date responded and any notices of denial, appeals or any other records related to the request. This schedule excludes record access requests appealed to a local appeals board. These files also include missionary and military background checks and letters.

**RETENTION:** After final action, retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2014)

**HURRICANE CITY SERIES:** 1-39
**TITLE:** Records Destruction Files
**STATE SERIES #:** GRS-1689

**DESCRIPTION:** Records which document the destruction of a governmental agency's records.

**RETENTION:** After final action, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 8/2014)

**HURRICANE CITY SERIES:** 1-40
**TITLE:** State Government Routine Administrative Correspondence
**STATE SERIES #:** GRS-48

**DESCRIPTION:** Incoming and outgoing business-related correspondence, regardless of format or mode of transmission, created in the course of administering agency functions and programs. Administrative correspondence documents work accomplished, transactions made, or actions taken. This correspondence documents the implementation of agency functions rather than the creation of functions or policies. Business-related correspondence that is related to a core function with an associated retention schedule should follow the associated schedule.

**RETENTION:** Retain for 7 years; then destroy recordss
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2019)

**HURRICANE CITY SERIES:** 1-41
**TITLE:** Submitted Petition Records
**STATE SERIES #:** GRS-1730

**DESCRIPTION:** These records are formal petitions submitted to the legislative body proposing action. The legislative body submits the petition to legal voters in general or special election. Information may include a statement of purpose on proposed action, signatures and addresses of petitioners, designated sponsors, actions of the legislative body and related records. These files also contain formal written petitions from citizens or municipal departments. Petitions

state the issue of concern and list names and signatures of citizens requesting a particular action.

**RETENTION:** After final action, retain for 5 years; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 1-42
**TITLE:** Substance Use Disorder Records
**STATE SERIES #:** GRS-1734

**DESCRIPTION:** These records document the planning and treatment of substance use disorder clients. Information includes assessments, evaluations, clinical and physician notes, employment records, visiting arrangements and related records.

**RETENTION:** After case is closed, retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:**
(Last Updated 7/2017)

**HURRICANE CITY SERIES:** 1-43
**TITLE:** Transitory Tracking Records
**STATE SERIES #:** GRS-1720

**DESCRIPTION:** These records document transitory transactions. Information tracks services rendered, movement of people, materials, telephone messages and includes internet website visitor information.

**RETENTION:** After final action, retain for 1 year; then destroy records or retain unil administrative need, whichever is less, and then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
**(Last Updated 3/2021)**

**HURRICANE CITY SERIES:** 1-44
**TITLE:** Working Files
**STATE SERIES #:** GRS-1684

**DESCRIPTION:** These records contain unique information in rough notes or drafts assembled or created and used to prepare or analyze other documents. The information adds proper understanding to the formulation and execution of policies, decisions, actions, or responsibilities. Also, these documents related to various studies by private and other agencies.

**RETENTION:** After end of project or program, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:**
(Last Updated 12/2018)

# Airport
# Schedule 2


| | |
|---|---|
| Airfield Inspection Files | 2-1 |
| Engineer Daily Log Books | 2-2 |

**HURRICANE CITY SERIES:** 2-1
**TITLE:** Airfield Inspection Files
**STATE SERIES #:** GRS-955

**DESCRIPTION:** These files record airfield inspections made at the airport on runway conditions, fire and rescue facilities, ground vehicle control, obstructions, public protection, bird hazards, construction and other unservicable areas, wind-indicating devices, standby power system, fuel farms, lift stations and nightly inspection of lighting. The files are maintained in compliance with Federal Aviation Administration (FAA) regulations (14 CFR 139.301 (1994)). They include date, time of inspection, shift, inspector's name, a checklist of items to be checked, present condition and action taken.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1989)

**HURRICANE CITY SERIES:** 2-2
**TITLE:** Engineer Daily Log Books
**STATE SERIES #:** GRS-958

**DESCRIPTION:** These daily log books are kept by inspectors and project engineers on the progress of each airport construction as required by the Federal Aviation Administration (FAA). They are used for verification purposes of what happened on a particular day.

**RETENTION:** After end of project or program, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1989)

# Auditor
# Schedule 3


| | |
|---|---|
| Assessed Property Valuation Register | 3-1 |
| State Tax Commission Reports | 3-2 |

**HURRICANE CITY SERIES:** 3-1
**TITLE:** Assessed Property Valuation Register
**STATE SERIES #:** GRS-229

**DESCRIPTION:** This register lists all assessed valuations within the agency's jurisdiction. Includes the property serial number, name and address of owners and assessed value of property.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 3-2
**TITLE:** State Tax Commission Reports
**STATE SERIES #:** GRS-236

**DESCRIPTION:** These reports are two annual statements which are submitted to the State Tax Commission. The first is due before June 8 and the second before November 1. The county auditor will "prepare from the assessment book of that year a statement showing in separate columns: total value of all property; total value of all real estate including patented mining claims, stated separately; value of improvements; the value of personal property exclusive of money; and the number of acres of land and the number of patented mining claims, state separately" (UCA 59-2-322(1)(d) (2000)). The second statement reports "the amount and value of all property in the county, as classified by the county assessment rolls, and the value of each class; the total amount of taxes remitted; the rate of county taxes" (UCA 59-2-325 (2000)). This statement is made in duplicate upon blanks furnished by the state auditor. One copy is sent to the State Tax Commission and one to State Auditor.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1991)

# Bonds and Bonding
# Schedule 4


| | |
|---|---|
| Municipal Special Improvement Bonds | 4-1 |
| Municipality Bond Issue Files | 4-2 |
| Municipal Bond Redemption Registers | 4-3 |
| Municipal Revenue Bonds | 4-4 |
| Surety Bonds | 4-5 |
| Municipal Bond Registration Files | 4-6 |
| Municipal Notary Bonds | 4-7 |
| Bond Registration Files | 4-8 |
| General Obligation Bonds | 4-9 |
| Bond Redemption and Destruction Certificates | 4-10 |
| Bond Anticipation Notes | 4-11 |

**HURRICANE CITY SERIES:** 4-1
**TITLE:** Municipal Special Improvement Bonds
**STATE SERIES #:** GRS-793

**DESCRIPTION:** The governing body of the municipality levying the assessment, by ordinance or resolution, may authorize the issuance of special improvement bonds to pay costs of improvements in the district against funds created by the assessment.

**RETENTION:** After final action, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1989)

**HURRICANE CITY SERIES:** 4-2
**TITLE:** Municipality Bond Issue Files
**STATE SERIES #:** GRS-783

**DESCRIPTION:** These files document the implementation of significant municipal bonds (i.e., revenue or special bonds), but not general obligation bonds. These files include authorizations supporting financial data, contracts or sales agreements, destruction certificates and sample copies of bonds sold as evidence of municipal indebtedness.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/1996)

**HURRICANE CITY SERIES:** 4-3
**TITLE:** Municipal Bond Redemption Registers
**STATE SERIES #:** GRS-784

**DESCRIPTION:** These are registers used to record the redemption of coupons for municipal bonds.

**RETENTION:** After final action, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1989)

**HURRICANE CITY SERIES:** 4-4
**TITLE:** Municipal Revenue Bonds
**STATE SERIES #:** GRS-791

**DESCRIPTION:** These bonds are issued by the City Council payable solely from revenues attributable to the extension and improvement to revenue producing facilities (UCA 11-14-306 (2006)).

**RETENTION:** After final action, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/1996)

**HURRICANE CITY SERIES:** 4-5
**TITLE:** Surety bonds
**STATE SERIES #:** GRS-789

**DESCRIPTION:** These are fidelity bonds or proof of insurance payable to the governmental entity conditioned for the faithful performance of the duties of the respective officers. Bonds are placed at such amounts as my be determined by the governing body (Utah Code 10-3-819 (1987) and Utah Code 17-16-11(2007)).

These may include municipal fidelity bonds that are specific to a person.

**RETENTION:** Retain for 4 years after final action, and then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2019)

**HURRICANE CITY SERIES:** 4-6
**TITLE:** Municipal Bond Registration Files
**STATE SERIES #:** GRS-785

**DESCRIPTION:** These are the issuing agent's copies of bond registration stubs.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1989)

**HURRICANE CITY SERIES:** 4-7
**TITLE:** Municipal Notary Bonds
**STATE SERIES #:** GRS-792

**DESCRIPTION:** These are $5,000.00 bonds that are required to be filed with and approved by the State Division of Corporations and Commercial Code for a term of four years (UCA 46-1-4 (2003)).

**RETENTION:** After resolution of issue, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1989)

**HURRICANE CITY SERIES:** 4-8
**TITLE:** Bond Registration Files
**STATE SERIES #:** GRS-1288

**DESCRIPTION:** These are the issuing agent's copies of bond registration stubs.

**RETENTION:** After final action, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1996)

**HURRICANE CITY SERIES:** 4-9
**TITLE:** General Obligation Bonds
**STATE SERIES #:** GRS-57

**DESCRIPTION:** These issued bonds are not payable solely from revenues other than those derived from ad valorem taxes. They constitute a full general obligation of the governmental entity for the prompt and punctual payment of principal interest. The revenue derived from the sale of bands shall be applied only to the purpose specificed in the order of the legistlative body (Utah Code 17-17-1 (2019)).

**RETENTION:** After resolution of issue, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/2014)

**HURRICANE CITY SERIES:** 4-10
**TITLE:** Bond Redemption and Destruction Certificates
**STATE SERIES #:** GRS-787

**DESCRIPTION:** These are certificates sent to the municipality by the paying agent which track pay and destruction of bond coupons. This also includes bonds and coupons redeemed throught the lifetime of the bond.

**RETENTION:** After final action, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 4-11
**TITLE:** Bond Anticipation Notes
**STATE SERIES #:** GRS-782

**DESCRIPTION:** These are notes used by local government agencies pursuant to an appropriation resolution for bonds in anticipation of payable ad valorem taxes and constitute a full obligation of the entity.

**RETENTION:** After resolution of issue, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2018)

# Budget
# Schedule 5


| | |
|---|---|
| Grant Control Files | 5-1 |
| Tax Rate Summary Sheets | 5-2 |
| Unsuccessful Grant Application Files | 5-3 |

**HURRICANE CITY SERIES:** 5-1
**TITLE:** Grant Control Files
**STATE SERIES #:** GRS-1744

**DESCRIPTION:** Indices, registers, logs, or other records relating to control of assigning numbers or identifying projects, applications, and grants. This title includes files on monetary grants received from State and Federal sources. Includes the original applications, contract agreements and annual and final performance reports.

**RETENTION:** After superseded, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 5-2
**TITLE:** Tax Rate Summary Sheets
**STATE SERIES #:** GRS-1298

**DESCRIPTION:** These report forms are submitted to the county auditor reporting on desired tax levies for property taxes. They include proposed tax rate worksheet, tax rate summary, a certified tax rate worksheet and a budget affidavit.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1996)

**HURRICANE CITY SERIES:** 5-3
**TITLE:** Unsuccessful Grant Application Files
**STATE SERIES #:** GRS-1746

**DESCRIPTION:** Rejected or withdrawn grant applications, memoranda, correspondence, and other records relating to the decision to reject the grant proposal.

**RETENTION:** After resolution of issue, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

# Building Inspection
# Schedule 6


| | |
|---|---|
| Building Permit Indexes | 6-1 |
| Demolition Case Files | 6-2 |
| Nonresidential Building Plans | 6-3 |
| Enforcement Case Files | 6-4 |
| Construction Statistical Reports | 6-5 |
| Residential Building Plans | 6-6 |

**HURRICANE CITY SERIES:** 6-1
**TITLE:** Building Permit Indexes
**STATE SERIES #:** GRS-439

**DESCRIPTION:** These registers are usually computer printouts, but may include books listing all issued building permits. The register is arranged chronologically and includes the name of the owner, name of contractor, address, date, and general use of building. Prior to 1950, the permit register may be the only record of the issuance of building permits. These permits are issued as official buildling authorization for a variety of actions (construction, demolition, the installation of plumbing, electrical or mechanical equipment and the placement of barricades). They contain inspection requests, inspection, reports, certificates of occupancy and any pertinent information relating to the project. They may also contain water source, sewer system, flood plain and tank certificates.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last updated 7/2018)

**HURRICANE CITY SERIES:** 6-2
**TITLE:** Demolition Case Files
**STATE SERIES #:** GRS-445

**DESCRIPTION:** These case files document government ordered and privately initiated demolitions of substandard and/or hazardous buildings. They are used for research and litigation purposes. They are usually arranged by address.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 6-3
**TITLE:** Nonresidential Building Plans
**STATE SERIES #:** GRS-442

**DESCRIPTION:** These are the blueprints and specifications submitted by building contractors or owners when applying for a building permit for the construction of commercial, industrial, or apartment structures. The specifications are compiled by the architect for use by the contractor to complete detail work providing type, grade, brand of materials to be used and general conditions which govern the methods to be employed. They also identify the temporary

facilities, job cleanup, security, time limits, deadlines, and responsibilities of the architect, owner and contractor. They are used for determining code compliance and the enforcement of building codes. They are usually arranged by permit number or address.

**RETENTION:** After final action, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 6-4
**TITLE:** Enforcement Case Files
**STATE SERIES #:** GRS-446

**DESCRIPTION:** These case files document housing and zoning complaint. They are used to document actions concerning the complaints and for reference purposes. They are arranged by address or name of complainant.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 6-5
**TITLE:** Construction Statistical Reports
**STATE SERIES #:** GRS-995

**DESCRIPTION:** These reports are a monthly summary of construction and demolition activity in terms of permits, cost, and housing units. They are created from information compiled from the permit invoices and show the comparison to the same month for the previous two years. They are used for statistical analysis of current development trends. This information is submitted to both the U.S. Census Bureau and Utah Bureau of Economic and Business Research.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2018)

**HURRICANE CITY SERIES:** 6-6
**TITLE:** Residential Building Plans
**STATE SERIES #:** GRS-441

**DESCRIPTION:** These are the blueprints and specifications submitted by building contractors or owners when applying for a building permit for the construction of residential buildings. The specifications are compiled by the architect for use by contractor to complete detail work providing type, grade, brand of materials to be used employed. They also identify the temporary facilities, job cleanup, security, time limits, deadlines, and responsibilities of the architect, owner and contractor. They are used for determining code compliance and the enforcement of building codes. They are usually arranged by permit number or address.

**RETENTION:** After final action, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

# Clerk
# Schedule 7


| | |
|---|---|
| Business License Registers and Indexes | 7-1 |
| Vital Records | 7-2 |
| Campaign Financial Disclosure Statements | 7-3 |
| Elected or Appointed Officials Register | 7-4 |
| Cemetery Management Records | 7-5 |
| Easement Files | 7-6 |
| Election Canvasses | 7-7 |
| Municipal Appointment Files | 7-8 |
| Voter Registration Records | 7-9 |
| Commission Agenda Files | 7-10 |
| Voter Registration Notice | 7-11 |
| County Election Ballots and Returns | 7-12 |
| Municipal Election Ballots and Returns | 7-13 |
| Municipal Election Records | 7-14 |
| Oaths of Office | 7-15 |
| County License Books | 7-16 |
| Burial Records | 7-17 |

**HURRICANE CITY SERIES:** 7-1
**TITLE:** Business License Registers and Indexes
**STATE SERIES #:** GRS-289

**DESCRIPTION:** These records are a register or index of licensed businesses operating within municipal or county boundaries. Information includes the type of license issued, applicant, address, business name and date. Prior to 1960, many municipalities only maintained a register and no business license files. Most current registers are computer printouts.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 8/2019)

**HURRICANE CITY SERIES:** 7-2
**TITLE:** Vital Records
**STATE SERIES #:** GRS-285

**DESCRIPTION:** These records document "birth, death, fetal death, marriage, divorce, dissolution of marriage, or annulment." (Utah Code 26-2-2(20)(2014)) Documents may include registered certification or reports, applications, official registers and other similar records.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 8/2018)

**HURRICANE CITY SERIES:** 7-3
**TITLE:** Campaign Financial Disclosure Statements
**STATE SERIES #:** GRS-282

**DESCRIPTION:** These are financial reports required to be submitted by all candidates and political parties running for an elected office. Information includes donors and contributions and campaign expenditures.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 8/2019)

**HURRICANE CITY SERIES:** 7-4
**TITLE:** Elected or Appointed Officials Register
**STATE SERIES #:** GRS-254

**DESCRIPTION:** Records that would fall under this schedule contain complete registers or lists of elected and/or appointed officials of government entities. They are used for reference purposes within the entity. They may include the name of the officiial, residence, office, date of election or appointment, beginning and ending term dates, amount of bond posted, name of sureties, remarks, and date of resignation or date of death.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2022)

**HURRICANE CITY SERIES:** 7-5
**TITLE:** Cemetery Management Records
**STATE SERIES #:** GRS-287

**DESCRIPTION:** These administrative records document the management and operation of cemeteries. Information includes property maintenance and transitory interment-related records. This also includes signed authorization to dig graves.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2015)

**HURRICANE CITY SERIES:** 7-6
**TITLE:** Easement Files
**STATE SERIES #:** GRS-1016

**DESCRIPTION:** These files contain documents executed by property owners granting the city rights of access to their property for public works or other municipal purposes. They include the names of parties, purposes and terms of access and terms of easement. They are used to provide legal access to enter or modify private property.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1988)

**HURRICANE CITY SERIES:** 7-7
**TITLE:** Election Canvasses
**STATE SERIES #:** GRS-284

**DESCRIPTION:** These are the official canvass of primary, general, municipal or special elections which provde a tabulation of votes cast by combined election districts. They include the date, office, names of candidates, votes tallied by district and totals.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 7-8
**TITLE:** Municipal Appointment Files
**STATE SERIES #:** GRS-1010

**DESCRIPTION:** These files document the appointment of persons to advisory boards and committees established by the City Council or Mayor, usually by resolution, or policy and procedure. These files may include letters of recommendation, letters of appointment, resumes, and related correspondence.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1996)

**HURRICANE CITY SERIES:** 7-9
**TITLE:** Voter Registration Records
**STATE SERIES #:** GRS-288

**DESCRIPTION:** These are registration records of eligible voters including registration forms, absent and early voter registers, and register books. These records verify a subject's eligibility to vote by establishing his or her citizenship, age, identity, residency, signature and other information required by statute.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 7-10
**TITLE:** Commission Agenda Files
**STATE SERIES #:** GRS-252

**DESCRIPTION:** These files document the public notification of regular and special commission meetings. The files include agenda (containing date, time, location of meeting, items to be discussed) and completed forms requesting items to be included on the agenda.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1991)

**HURRICANE CITY SERIES:** 7-11
**TITLE:** Voter Registration Notice
**STATE SERIES #:** GRS-281

**DESCRIPTION:** These notices are sent to registered voters to check current addresses. These records include the voter's current address, voter's signature and a listing of voters to whom notice was sent.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/2019)

**HURRICANE CITY SERIES:** 7-12
**TITLE:** County Election Ballots and Returns
**STATE SERIES #:** GRS-262

**DESCRIPTION:** The election returns, as defined in Utah Code UCA 20A-1-102(28)(2012), include the poll book, all affidavits of registration, the military and overseas absentee voter registration and voting certificates, one of that tally sheets, any unprocessed absentee ballots, all counted ballots, all excess ballots, all unused ballots, all spoiled ballots, the ballot disposition form, and the total votes cast form.

**RETENTION:** Retain for 22 months; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2019)

**HURRICANE CITY SERIES:** 7-13
**TITLE:** Municipal Election Ballots and Returns
**STATE SERIES #:** GRS-1020

**DESCRIPTION:** These are books of tabulations counted by the election judges. They serve as the official tally of votes for municipal elections.

**RETENTION:** Retain for 22 months; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:**
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 7-14
**TITLE:** Municipal Election Records
**STATE SERIES #:** GRS-1019

**DESCRIPTION:** These records document primary and general elections administered by a municipality. They are used to verify that elections were held in accordance with statute. All records required in elections are included except ballots, returns, and canvasses, which have separate retention schedules.

Election Records - These include all other records and forms (excluding ballots, canvasses, and returns) required in municipal elections (Utah Code 20A-4-202 (1997)).

**RETENTION:** Retain for 22 months; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 7-15
**TITLE:** Oaths of Office
**STATE SERIES #:** GRS-1023

**DESCRIPTION:** These files contain copies of signed oaths required of all officials, whether elected or appointed, before entering the duties of their respective offices.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 7-16
**TITLE:** County License Books
**STATE SERIES #:** GRS-266

**DESCRIPTION:** This is a record of all business licenses issued by the county. "The governing body of a county may license for the purpose of regulation and revenue any business within the unincorporated areas of the county" (UCA 17-53-216 (2008)). The type of licenses recorded in these books may vary according to the county issuing and when license was issued.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 7-17
**TITLE:** Burial Records
**STATE SERIES #:** GRS-286

**DESCRIPTION:** These historical records document burials, interments, and disinterments. Information identifies burial rights, permits, ownership of plots, layout, location of and information about deceased persons and related records.

Interment/Disinterment Registers – These registers serve as a cross-reference to plat books. They are arranged numerically by interment number. They include interment number, name of deceased, permit number, date interred, certificate number, date of death, location of grave by plot, lot, tier, name of undertaker, owner of lot and pertinent information on removal (if applicable).

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2018)

# Communication
# Schedule 8


| | |
|---|---|
| Local Government Routine Administrative Correspondence | 8-1 |
| Telecommunications Service Records | 8-2 |
| Transitory Correspondence | 8-3 |

**HURRICANE CITY SERIES:** 8-1
**TITLE:** Local Government Routine Administrative Correspondence
**STATE SERIES #:** GRS-1760

**DESCRIPTION:** Incoming and outgoing business-related correspondence, regardless of format or mode of transmission, created in the course of administering agency functions and programs. Administrative correspondence documents work accomplished, transactions made, or actions taken. This correspondence documents the implementation of agency functions rather than the creation of functions or policies. Business-related correspondence, including email, that is related to a core function with an associated retention schedule should follow that associated schedule.

**RETENTION:** Retain for 3 years after the employee is terminated; then destroy records. Unless the employee is an executive decision maker, then all emails shall be retained permanently. (Executive decision maker classified as City Manager, Mayor, HR Director, City Attorney, Finance, Treasurer, Recorder, Payroll, and all Department Heads.)
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/2018)

**HURRICANE CITY SERIES:** 8-2
**TITLE:** Telecommunications Service Records
**STATE SERIES #:** GRS-1754

**DESCRIPTION:** Telecommunications general files including plans, reports, and other records pertaining to equipment requests, telephone service and other similar services.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 8-3
**TITLE:** Transitory Correspondence
**STATE SERIES #:** GRS-1759

**DESCRIPTION:** Incoming and outgoing correspondence, regardless of format or mode of transmission, related to matters of short-term interest. Transmittal correspondence between individuals, departments or external parties containing no final contractrual, financial or policy information, including email, is transitory unless part of another process. This correspondence does not impact agency functions. When resolved, there is no further use or purpose.

**RETENTION:** After resolution of issue, then destroy records.

**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2018)

# Data Processing
# Schedule 9

Computer Transaction Reports 9-1

**HURRICANE CITY SERIES:** 9-1
**TITLE:** Computer Transaction Reports
**STATE SERIES #:** GRS-1764

**DESCRIPTION:** Reports showing data processing transactions that were accepted, rejected, suspended, or processed.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

# Elected Office
# Schedule 10

Deed Records 10-1

**HURRICANE CITY SERIES:** 10-1
**TITLE:** Deed Records
**STATE SERIES #:** GRS-735

**DESCRIPTION:** These records are deeds and conveyances of real estate owned by governmental entities. Included are the original deeds, titles, insurance and tax information.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2018)

# Facility Management
# Schedule 11


| | |
|---|---|
| Americans with Disabilities Act Records | 11-1 |
| Fixed Asset Records | 11-2 |
| Natural Disaster and Damage Survey of Public Buildings | 11-3 |
| Preliminary Plans and Specifications | 11-4 |
| Surplus Property Forms | 11-5 |
| Customer Request or Complaint Records | 11-6 |
| Construction Plans In-review | 11-7 |
| Equipment Inventories Files | 11-8 |
| Real Property Files | 11-9 |
| Right of Way Records | 11-10 |
| Government Construction As-built Plans and Specifications | 11-11 |

**HURRICANE CITY SERIES:** 11-1
**TITLE:** Americans with Disabilities Act Records
**STATE SERIES #:** GRS-122

**DESCRIPTION:** These records document compliance to the Americans with Disabilities Act (ADA) (1990). They include surveys of government buildings to determine accessibility to the physically handicapped, federal regulations, proposals for implementing the act, correspondence, resolutions and solutions to access problems.

**RETENTION:** Retain for 15 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
**(Last Updated 4/2019)**

**HURRICANE CITY SERIES:** 11-2
**TITLE:** Fixed Asset Records
**STATE SERIES #:** GRS-73

**DESCRIPTION:** These records relate to tangible assets such as property and equipment owned by a governmental entity. Information includes substantiation, purchases, deprecation, inventories and related records. Includes invitations, bids, acceptances, lists of materials, evidence of sales and other related correspondence.

**RETENTION:** After disposition of asset, retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 11-3
**TITLE:** Natural Disaster and Damage Survey of Public Buildings
**STATE SERIES #:** GRS-1784

**DESCRIPTION:** Survey and analysis of damage done to public buildings during natural disasters.

**RETENTION:** Retain for 10 years; then transfer records to the archives.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 11-4
**TITLE:** Preliminary Plans and Specifications
**STATE SERIES #:** GRS-1788

**DESCRIPTION:** These records are related to the plans and specifications of approved and constructed facilities, road or bridges. Information may include preliminary designs, specifications, planning, surveys, analysis, renovation, preservation and construction. grs-1992

**RETENTION:** After final action, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 11-5
**TITLE:** Surplus Property Forms
**STATE SERIES #:** GRS-1992

**DESCRIPTION:** Any completed forms required by the Division of Surplus Property to dispose of property an agency wishes to surplus. These are either forms or records completed by municipal agencies when municipal property is disposed of either by public auction, competitive bidding, or destruction. Includes date, department name, description of item, value, disposition method, and reason, condition, and approval signature.

**RETENTION:** After disposition of asset, retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2006)

**HURRICANE CITY SERIES:** 11-6
**TITLE:** Customer Request or Complaint Records
**STATE SERIES #:** GRS-1783

**DESCRIPTION:** These records document customer complaints or requests for service received and answered by the governmental entity. Information includes requester or complainant details, description of the request or problem, and actions taken by the agency.

Buildings and Grounds Maintenance Log - This log records all repairs made to municipal buildlings and grounds. It is used to verify that repairs were made.

Daily Work Logs – This daily log is maintained by each work crew to verify work completed. This log includes date, work order number, location, job requirements, date completed, equipment used, and initial or crew chief's signature.

Equipment Maintenance and Repair Records - These are records of service repair and maintenance of municipal equipment, including office machines and furniture.

Service Requests - These are requests for maintenance, service, cleaning or repair of vehicles, equipment, and buildlings, received from any municipal department.

Work Order Log - This is a log of all work orders. It is used for reference to verify that work was performed. Includes work order number, work order request, dates received and completed, record of trouble calls and work compelted.

Work Orders - These are authorization forms for repair or maintenance work on department vehicles, equipment, or municipally-owned facilities or structures.

Maintenance Report Records - These files contain logs, reports, and similar records relating to the inspection, maintenance and repair of airport runways, runway lights, beacons and other ground devices maintenance records directly related to the landing and taking off from airport.

Maintenance Complaints - These files contain a record of complaints or requests received from the general public concerning municipal parks and recreational facilities. They are used to verify that action was taken to resolve issues. They include date, name, telephone, and address of requesting person; type of request; and comments of foreman handling request.

Backflow Prevention Test Reports - These tests report the results obtained from the testing of backflow preventer equipment. The reports show maintenance work performed, parts replaced, and repairs made.

Complaint Files - These files contain customer complaints concerning utility problems which require research and a resolution. They include complaint, results of investigation, meter sheets, and method of resolution.

Customer Application Records - These are applications completed by customers requesting water, sewer, or electric service. They are used for billing purposes. The applications include customer's name, address, and telephone number; meter information, date and approved signature(s). Applications also include encroachment permits applications, culinary water and irrigation connection

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 11-7
**TITLE:** Construction Plans In-review
**STATE SERIES #:** GRS-1780

**DESCRIPTION:** Preliminary designs and specifications prepared by architectural firms for review by state agency.

**RETENTION:** After final action, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 11-8
**TITLE:** Equipment Inventories Files
**STATE SERIES #:** GRS-1302

**DESCRIPTION:** These files contain the annual inventory of equipment, supplies and other items owned or administered by the governmental entity.

**RETENTION:** After superseded, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1996)

**HURRICANE CITY SERIES:** 11-9
**TITLE:** Real Property Files
**STATE SERIES #:** GRS-1403

**DESCRIPTION:** These records document the transfer of ownership of government real estate whether by trade, sale, acquisition, transfer, donation or other means.

**RETENTION:** Permanent
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2018)

**HURRICANE CITY SERIES:** 11-10
**TITLE:** Right of Way Records
**STATE SERIES #:** GRS-1996

**DESCRIPTION:** These records document both the acquisition of property for the purpose of right of way projects and the sale of surplus property after project completion. Information may include a description of the property, property appraisal, offer to purchase, statement of compensation, copies of contracts, agent log, payment closing statements, maps and plat.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2015)

**HURRICANE CITY SERIES:** 11-11
**TITLE:** Government Construction As-built Plans and Specifications
**STATE SERIES #:** GRS-1789

**DESCRIPTION:** Final plans and specifications for approved and constructed buildings, facilities, roads, and bridges. Documents construction of new buildings, facilities and infrastructure as well as renovation of owned buildings and rented buildings.

Engineering Project Files - These are project files for all airport construction. They are used to monitor compliance of local, state and federal regulations. They include engineer's project notes, inspection reports, construction progress reports, a record of payment, drawings, project location numbers, details of project, cost of construction, requests for money to be spent, agreements and related correspondence (14 CFR 151.53, 14 CFR 151.55 (1993)).

Park Files - These files contain information concerning each of the city parks. They are used to maintain a record of construction projects in each park for historical and informational purposes. They include correspondence, architectural drawings, contracts, specifications, newspaper clippings, histories of individual parks and photographs.

Construction Project Files – These project files document the planning, design, and construction of municipally-owned facilities, structures or systems. They are also used for budget planning and litigation research. They include correspondence, copies of agreements, engineer's personal notes, guarantees and warranties, testing reports, reports (daily, weekly, monthly), and permits to work in the public way for municipality projects such as street drains, curb and gutter, sidewalk, paving extensions, street construction and repairs to additions to city buildings.

Drawings and Diagrams - These are drawings and blueprints of engineering "as-built" projects. They are used by the public and city personnel to establish existing information for all city locations. They include drawings of street construction, sidewalks, storm drains, waterlines, reservoirs, public facilities, and other city building projects, providing date, legend, city title, scale and actual drawings.

As-Built Project Drawings - These as-built drawings document all construction projects including runways, cargo buildings, terminals, hangars and remodeling projects. They serve as a record of actual construction.

Public Buildings (Municipal and County) Building Plans – These are the blueprints and specifications submitted by building contractors or government agencies applying for a building permit for the construction of government buildings. The specifications are compiled by the architect for use by the contractor to complete detail work providing type, grade, brand of materials to be used and general conditions which govern the methods to be employed. They also identify the temporary facilities, job cleanup, security, time limits, deadlines and responsibilities of the architect, contractor and government agency. They are used for determining code compliance and the enforcement of building codes. They plans are usually arranged by permit number or address.

**RETENTION:** After final action, then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2018)

# Financial Management
# Schedule 12


| | |
|---|---|
| Grant Records | 12-1 |
| Trust Financial Records | 12-2 |
| Budget Records | 12-3 |
| Refund Requests | 12-4 |
| State Treasurer's Pooled Investment Reports | 12-5 |
| State Performance Bonds | 12-6 |
| State Government Accounts Payable and Receivable Records | 12-7 |
| Public treasurers' deposit and investment reports | 12-8 |
| Cash Receipt Transaction Form (FI-33) | 12-9 |
| Warrant/Check – Lost | 12-10 |
| Bank Daily Totals | 12-11 |
| Bonds, Notes and Interest Payments | 12-12 |
| Bond Official Transcripts | 12-13 |
| Reimbursement Files | 12-14 |
| Audited Financial Statements | 12-15 |
| Local Government Accounts Payable and Receivable Records | 12-16 |

**HURRICANE CITY SERIES:** 12-1
**TITLE:** Grant Records
**STATE SERIES #:** GRS-1859

**DESCRIPTION:** These records document grants received or awarded by governmental entities, which may contain applications, notice of award, reports, correspondence, and related records. This title also includes reports on the administrative and fiscal operation of federal or state funded programs complied on a monthly, quarterly, or semi-annual basis.

**RETENTION:** After final action, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/2018)

**HURRICANE CITY SERIES:** 12-2
**TITLE:** Trust Financial Records
**STATE SERIES #:** GRS-1858

**DESCRIPTION:** These are records related to monies handled under the terms of a trust. Information may include property taxes, insurance premiums, mortgage and related records.

**RETENTION:** After final action, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2016)

**HURRICANE CITY SERIES:** 12-3
**TITLE:** Budget Records
**STATE SERIES #:** GRS-1856

**DESCRIPTION:** These records are used to document the intended appropriation of funds. Information may include budget requests, proposals, and reports documenting the status of appropriations. This series also includes copies of budget authorization in operating payroll units. They are used to control personnel ceilings and personnel actions.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(12/2018)

**HURRICANE CITY SERIES:** 12-4
**TITLE:** Refund Requests
**STATE SERIES #:** GRS-1824

**DESCRIPTION:** These are forms signed by customers requesting a refund of monies paid to the entity.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 12-5
**TITLE:** State Treasurer's Pooled Investment Reports
**STATE SERIES #:** GRS-827

**DESCRIPTION:** These are reports issued by the State Treasurer no less often than quarterly to each entity that deposits monies with the State Treasurer to be invested, per the State Money Management Act (Utah Code 51-7-9 (1984)). The reports detail deposits made by the participating entity as well as the activities, investments, and performance of the State Treasurer's office on behalf of that entity.

**RETENTION:** Retain for 3 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 10/2020)

**HURRICANE CITY SERIES:** 12-6
**TITLE:** State Performance Bonds
**STATE SERIES #:** GRS-1819

**DESCRIPTION:** Bonds made payable to the state conditional to the performance of all activity requirements and state and federal law.

**RETENTION:** After resolution of issue, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 12-7
**TITLE:** Public treasurers' deposit and investment reports
**STATE SERIES #:** GRS-16581

**DESCRIPTION:** These are reports filed bi-annually by public treasurers with the State Money Management Council regarding deposits and investments of the governmental entity, per Utah Code 51-7-15(3)(2019). Records contain information about the deposits and investments of the governmental entity, as well as the nature and extent of its interest rate contracts.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 10/2020)

**HURRICANE CITY SERIES:** 12-8
**TITLE:** State Government Accounts Payable and Receivable Records
**STATE SERIES #:** GRS-1854

**DESCRIPTION:** These are records related to monies collected or paid in the conduct of business. Information may include bank records, invoices, revenue, expenses, and related accounting records. Trust records are not included.

**RETENTION:** Retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 2/2019)

**HURRICANE CITY SERIES:** 12-9
**TITLE:** Cash Receipt Transaction Form (FI-33)
**STATE SERIES #:** GRS-1806

**DESCRIPTION:** Cash receipt transaction forms accompanying agency deposits to the State Treasurer's Office.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 12-10
**TITLE:** Warrant/Check - Lost
**STATE SERIES #:** GRS-1837

**DESCRIPTION:** Legal documentation explaining and justifying a lost/canceled warrant or check, so that a new one can be issued.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 12-11
**TITLE:** Bank Daily Totals
**STATE SERIES #:** GRS-1797

**DESCRIPTION:** Daily report from bank that is used for reconciliation.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1996)

**HURRICANE CITY SERIES:** 12-12
**TITLE:** Bonds, Notes & Interest Payments
**STATE SERIES #:** GRS-1801

**DESCRIPTION:** These are critical bond documents that are used for the life of bills, notes, debt securities, debt obligations, or bonds. Included are book entries, statements and payment confirmations, application and certificate for eligibility and related records.

**RETENTION:** After final action, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 12-13
**TITLE:** Bond Official Transcripts
**STATE SERIES #:** GRS-1799

**DESCRIPTION:** Official files regarding authority to issue bonds (general obligation or revenue). Records may include Indenture of Trust, leases, authorizing resolutions, offering documents, certificates, specimen bonds, etc.

**RETENTION:** After final action, retain for 5 years; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2013)

**HURRICANE CITY SERIES:** 12-14
**TITLE:** Reimbursement Files
**STATE SERIES #:** GRS-1833

**DESCRIPTION:** These records document payments made to employees and agencies for the purpose of reimbursing travel, transportation, equipment, service, training, and other reimbursable costs. Records include correspondence, forms, travel reservations, travel authorizations, per diem vouchers, transportation requests, hotel reservations, invoices, itemized expenses and other supporting records used to validate reimbursable expenses.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 1/2019)

**HURRICANE CITY SERIES:** 12-15
**TITLE:** Audited Financial Statements
**STATE SERIES #:** GRS-1857

**DESCRIPTION:** The budget is a plan for financial operations for a fiscal year. It documents the actual spending of a governmental entity and may be certified by a budget officer and filed with the state auditor. This title includes the annual adopted budget and documents and annual financial reports.

**RETENTION:** Retain for 4 years; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2018)

**HURRICANE CITY SERIES:** 12-16
**TITLE:** Local Government Accounts Payable and Receivable Records
**STATE SERIES #:** GRS-106

**DESCRIPTION:** These are records related to monies collected or paid in the conduct of business. Information may include bank records, invoices, revenue, expenses and related accounting records. Trust records are not included.

Accounts Payable - These records are used to pay municipal bills. They include copies of checks, invoices, purchase orders, and receiving reports. May also include correspondence with vendors and computer printouts. These are records related to monies collected, paid or invested in the conduct of business. Information may include bank records, invoices, revenue, expenses and related accounting records. Trust records are not included.

Accounts Receivable - These records consist of copies of accounts receivable prepared by municipalities to collect amounts owed by vendors, organizations, and citizens having accounts with municipal agencies.

Accounts Receivable Invoices - These are invoices billing non-municipal agencies or institutions for supplies, services, or repairs provided by an agency.

Check Copy Files - These are facsimile or photocopies of checks issued and are maintained solely as a quick reference source. If documentation is attached see Accounts Payable.

Check Registers - These are multi-columnar records with chronologically arranged entries of checks. They usually include check numbers and amounts of debits or deposits per account.

General Ledgers - These are summaries showing the amount of receipts and disbursements of each department of the municipality. They may also include documentation from subsidiary ledgers to general ledger and accounting adjustments in the form of general entries.

Interdepartmental Billings - These are accounting documents that request the transfer of funds between departments for services rendered or materials purchased.

Receipts - These are receipts issued for money received into municipal accounts from all sources. Includes date of payment, department or fund to which money belongs, receipt number and amount paid.

Subsidiary Ledger and Journals Files - These are account books showing details of daily receipts and expenditures such as deposit or payment amounts, date, payee, purpose, fund credited or debited and check number. They are used to provide backup documentation to the general ledger.

Unclaimed Checks/Warrants - These are unclaimed checks covering disbursements for municipal expenses. Includes check number, date, amount, purpose and name of payee.

Warrant Registers - These registers are numerical listings of check numbers of all checks issued by the municipality. They include vendor number, name, date of payment, invoice number, and/or purchase number, account debit, description of expenditure and amount.

Warrant Requests – Canceled - This is the manual documentation method of inputting data about cancelled warrants which then becomes part of the general ledger.

Warrant/Checks - Redeemed - These are actual warrants or checks cut from a warrant request. "In the event the city is without funds on deposit in one of its appropriate bank accounts with which to pay any lawfully approved claim, the city auditor or recorder shall draw and sign a warrant upon the treasurer of the city for payment of the claim, the warrant to be tendered to the payee named thereon" (Utah Code 10-6-140(1997)).

Invoices - These records document the procurement of goods and services for the municipality. They usually include the date, number of items received, descriptions of items, invoice number, purchase order number, vendor, unit and total price of goods. Invoices are usually part of the accounts payable files or purchase order files.

Vouchers - This is an official authorization to pay on a claim or bill. Includes name of department fund, check number, date, amount of claim, transmittal sheet number, and authorizing signature.

Special Assessment Ledgers - These ledgers record the expenditures for taxes levied for special assessments. They include the year, month, disbursement, balance, warrants paid, balance credit, cash and transfers.

Special Assessment Statements - These statements are a validation of when taxes are paid. One copy is sent to the taxpayer and a copy is retained by the treasurer. They are used as a record of payments on the assessment and for audit purposes. The statements include name, and address, treasurer's receipt number, black and lot numbers.

Receipt Books - These are receipts issued for money received for burial lots. They are used to record money generated by the cemetery. They include date, receipt number, name of person making payment; amount received, frees involved, credits, cash sales and may include the address of person making payment.

Billing Adjustment Records - These records document adjustments made in utility billings for debit, credits, refunds, returned checks and abatements. They include customer's name and address, type of adjustments and justification, total amount changed and authorizing signatures.

Billing Records - These records relate to billing transactions and are used for audit purposes. They include accounts deleted, accounts transferred, routes billed, adjustments posted,

reported balances, direct billing authorizations and other records related to utility billing functions.

Billing Register - This register is an itemized list of customer accounts. It includes name of customer, service address, meter reading, water usage, water and other charges, payments, adjustments, prior balance due and current balance due. The register is used for reference purposes.

Customer Deposit Cards - These cards provide a record of customers required to pay a deposit to receive service. They include date, amount of deposit, name and address, account number, date signed; date account closed and amount of deposit confiscated and reason.

Remittance Stubs - These stubs are received with payments for services. They are used as the official record of customers, payments being received and posted. They include account number, name, service address, payment received, receipt date and number.

Excavation Permit Billings - These billings are sent to contractors for the inspections of excavations on the municipal right-of-way. The permits may be issued over the telephone with parties having agreements with the municipality and are then billed for inspections. The billings include contractor's name and address, date permit issued, location, inspection date, and inspection costs.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 8/2018)

# Fire Department
# Schedule 13


| | |
|---|---|
| Fire Code Inspection Records | 13-1 |
| Questionable Cases Dispatch Recordings | 13-2 |

**HURRICANE CITY SERIES:** 13-1
**TITLE:** Fire Code Inspection Records
**STATE SERIES #:** GRS-1220

**DESCRIPTION:** These files document the fire inspection of all businesses and apartment buildings. They are used to determine compliance to fire codes for fire prevention purposes. They include correspondence, copy of business license, brief history of building, notices of violations, citations, inspection of reports, and various inspection forms.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 13-2
**TITLE:** Questionable Cases Dispatch Recordings
**STATE SERIES #:** GRS-467

**DESCRIPTION:** These are recordings containing portions of dispatch activity recordings concerning questionable cases. Recordings are made of all incoming and outgoing phone and radio calls received by the office.

**RETENTION:** After resolution of issue, retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

# Geospatial Data Sets
# Schedule 14


| | |
|---|---|
| Location Records | 14-1 |
| Elevation Records | 14-2 |
| Planning and Cadastre Records | 14-3 |
| Utilities and Communication Records | 14-4 |
| Geospatial Boundaries Records | 14-5 |
| Inland Water Records | 14-6 |
| Transportation Records | 14-7 |

**HURRICANE CITY SERIES:** 14-1
**TITLE:** Location Records
**STATE SERIES #:** GRS-724

**DESCRIPTION:** These geospatial records contain information pertaining to geodetic networks and control points. They include latitude and longitude coordinates.

**RETENTION:** Retain for 1 year; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 14-2
**TITLE:** Elevation Records
**STATE SERIES #:** GRS-728

**DESCRIPTION:** These county geospatial records pertain to the elevation of a particular county in Utah. Digital Elevation Models (DEMs), contours, slope, and aspect are included. Digital representations of contour information known as hypsography represent lines of vertical elevation values above or below a datum surface. Light Detection and Ranging (LIDAR) data is also included.

**RETENTION:** Retain for 1 year; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/2010)

**HURRICANE CITY SERIES:** 14-3
**TITLE:** Planning and Cadastre Records
**STATE SERIES #:** GRS-725

**DESCRIPTION:** These geospatial records contain information pertaining to reference locations (or points on the earth), parcel boundaries, parcel identifiers, parcel addresses, owner types, county recorder contact information and planning and zoning data.

**RETENTION:** Retain for 1 year; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2009)

**HURRICANE CITY SERIES:** 14-4
**TITLE:** Utilities and Communication Records
**STATE SERIES #:** GRS-727

**DESCRIPTION:** These geospatial records contain information pertaining to the utilities found in Utah counties and municipalities. These may include telephone infrastructure, electricity transmission lines, storm sewer pipes and septic tanks.

**RETENTION:** Retain for 1 year; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 14-5
**TITLE:** Geospatial Boundaries Records
**STATE SERIES #:** GRS-722

**DESCRIPTION:** These geospatial records of administrative boundaries include county, municipal, precinct, tax districts, subdivisions and other important boundaries.

**RETENTION:** Retain for 1 year; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 14-6
**TITLE:** Inland Water Records
**STATE SERIES #:** GRS-723

**DESCRIPTION:** These geospatial records contain information pertaining to the hydrologic features. These are lakes, streams, ponds, and watersheds.

**RETENTION:** Retain for 1 year; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 14-7
**TITLE:** Transportation Records
**STATE SERIES #:** GRS-726

**DESCRIPTION:** These geospatial records contain information pertaining to transportation routes. These include street centerlines, street locations, street names and railroad routes.

**RETENTION:** Retain for 1 year; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

# Health
# Schedule 15


| | |
|---|---|
| Private Well Records | 15-1 |
| Drinking Water Systems Survey | 15-2 |
| Swimming Pool Inspection Report | 15-3 |
| Swimming Pool Bacteriological Analyses Results | 15-4 |
| Emergency Response Hazardous Waste Case Files | 15-5 |

**HURRICANE CITY SERIES:** 15-1
**TITLE:** Private Wells Records
**STATE SERIES #:** GRS-591

**DESCRIPTION:** These records document the approval of the department for the construction and use of private wells, as authorized by UCA_ 26A-1-114(1) (2011). The State Health Department maintains the listing of all private wells and retains record copy of state approvals. These records include the property address, owner name, contractor's name, final inspection date, subdivision where property is located, water supply type, source, and description, whether construction approved or not, results of water quality tests and inspector's name.

**RETENTION:** After final action, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
**(Last Updated 1/2019)**

**HURRICANE CITY SERIES:** 15-2
**TITLE:** Drinking Water Systems Survey
**STATE SERIES #:** GRS-550

**DESCRIPTION:** These surveys record the inspections of water tanks for proper security, sanitation, proper maintenance, sanitation, and chlorine levels to guarantee water quality. The survey forms include date, name and address of owner, location of water system, results of inspection and signature of sanitarian.

**RETENTION:** After final action, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1992

**HURRICANE CITY SERIES:** 15-3
**TITLE:** Swimming Pool Inspection Report
**STATE SERIES #:** GRS-605

**DESCRIPTION:** This is a report on the inspection of public swimming pools as required by Utah Code 26-15-2(2)(2007). This report form includes the pool name, pool address, owner's name, operator's name, the date and time of the inspection, the number of bathers during the inspection, inspector's name and inspection results.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1992)

**HURRICANE CITY SERIES:** 15-4
**TITLE:** Swimming Pool Bacteriological Analyses Results
**STATE SERIES #:** GRS-604

**DESCRIPTION:** These are test results for the inspection of public swimming pools to ensure that they comply with the requirements of UCA_ 26-15-2(2)_(2007). These results include the county name, water supply source, the date the sample was collected, the lab number where tested, the individual name collecting the sample and the test results.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1992)

**HURRICANE CITY SERIES:** 15-5
**TITLE:** Emergency Response Hazardous Waste Case Files
**STATE SERIES #:** GRS-551

**DESCRIPTION:** These case files document the investigation of hazardous waste incidents including the cleanup, the process and the proper waste disposal. Information includes complaint, incident, spill, response, and remediation details.

**RETENTION:** Retain permanently; then transfer records to archives
**DISPOSITION:** May be transferred to State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 1/2020)

# Human Resources
# Schedule 16


| | |
|---|---|
| Service Record Cards | 16-1 |
| Employment History Records | 16-2 |
| Verification of Employment Eligibility | 16-3 |
| Staff Acquisition Records | 16-4 |
| Temporary Employees Personnel Files | 16-5 |
| Pre-employment Health Records | 16-6 |
| Notification of Personnel Actions | 16-7 |
| Volunteer Files | 16-8 |
| Drug Test Positive Results | 16-9 |
| Drug Test Negative Results | 16-10 |
| Emergency and other Personal Leave Files | 16-11 |
| Position Analysis Records | 16-12 |
| Promotional Tests | 16-13 |
| Exempt Employee Performance-related Records | 16-14 |
| Worker's Compensation Case Files | 16-15 |
| Employee Training Records | 16-16 |
| Testing Materials | 16-17 |
| Conflict of Interest Files | 16-18 |
| Personnel Report | 16-19 |
| State Employee Financial Disclosure Reports | 16-20 |
| Americans with Disabilities Act (ADA) Accommodation Requests | 16-21 |
| Grievance Records | 16-22 |
| Employee Health and Medical Records | 16-23 |
| Equal Employment Opportunity (EEO) Compliance Case Files | 16-24 |
| Equal Employment Opportunity (EEO) Discrimination Complaint Case Files | 16-25 |
| Complaint Investigation Files | 16-26 |
| Training Administration Records | 16-27 |
| Performance Plans and Evaluations | 16-28 |
| Labor-Management Relations Files | 16-29 |
| Mandated or Significant Training Materials | 16-30 |

**HURRICANE CITY SERIES:** 16-1
**TITLE:** Service Record Cards
**STATE SERIES #:** GRS-1949

**DESCRIPTION:** Cards for employees separated or transferred. These records are no longer being actively created, though they may still exist and should follow this schedule.

**RETENTION:** Permanent. Retain for 3 years; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated -07/2021)

**HURRICANE CITY SERIES:** 16-2
**TITLE:** Employment History Records
**STATE SERIES #:** GRS-1965

**DESCRIPTION:** Employment history documents the application, hiring, and employment with a governmental entity of all personnel, including all records necessary to calculate benefits. nformation may include employee details, Final actions taken as a result of disciplinary action or grievances are included in this schedule.

**RETENTION:** Retain until earliest of three years after retirement or deaht, or 65 years after date of hire, and then destroy records.
**DISPOSITION: Destroy**
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-302(2)(a)(2014)
(Last Updated 1/2023)

**HURRICANE CITY SERIES:** 16-3
**TITLE:** Verification of Employment Eligibility
**STATE SERIES #:** GRS-1970

**DESCRIPTION:** This background documentation is used to verify employment eligibility. Information may include background checks, fingerprints and requirements under the Immigration Reform and Control Act. The resume and application of hired individuals are part of the Employee History Records.

**RETENTION:** Retain for 3 years after whichever is greater: after date of hire, and then destroy records. OR Retain for 1 year after separation, and then destroy records.

**DISPOSITION: Destroy**
**PRIMARY CLASSIFICATION:** Private
(Last Updated 8/2016)

**HURRICANE CITY SERIES:** 16-4
**TITLE:** Staff Acquisition Records
**STATE SERIES #:** GRS-1964

**DESCRIPTION:** Records related to the recruiting and hiring of employees, including candidates not hired. The resume and application of hired individuals are part of the Employee History Records.

**RETENTION:** After final action, retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-302(2)(a) (2014)
(Last Updated 8/2018)

**HURRICANE CITY SERIES:** 16-5
**TITLE:** Temporary Employees Personnel Files
**STATE SERIES #:** GRS-172

**DESCRIPTION:** These are files maintained on temporary employees which were provided no benefits by the governmental entity. They include copies of correspondence and employment forms. They do not include personnel records created for specific federal programs.

**RETENTION:** After separation, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 8/2018)

**HURRICANE CITY SERIES:** 16-6
**TITLE:** Pre-Employment Health Records
**STATE SERIES #:** GRS-180

**DESCRIPTION:** These health records document preemployment physicals for county positions providing the baseline health data on county employees who qualified for specific positions particularly for the sheriff's office and the fire department positions. These records are used to limit liability in deployment of workers, to establish the health status of potential workers, and to limit the effect of occupational related diseases and conditions that might limit an employee's ability to perform assigned duties. These records include chest and back x-rays, hypertension screenings, blood series and medical histories.

**RETENTION:** Retain for 30 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 11/1995)

**HURRICANE CITY SERIES:** 16-7
**TITLE:** Notification of Personnel Actions
**STATE SERIES #:** GRS-1937

**DESCRIPTION:** These records document initial employment, promotion, transfers to or from agency, separation and all other individual personnel actions.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 6/2018)

**HURRICANE CITY SERIES:** 16-8
**TITLE:** Volunteer Files
**STATE SERIES #:** GRS-1963

**DESCRIPTION:** These records are used to verify background information on volunteers prior to and during employment. These files often contain volunteer applications, letters of commendation, photos of the volunteer, background investigations and other information relating to volunteer service activities.

Files intended for personnel who are not paid through the state payroll system (i.e. volunteers, contract personnel, board members, etc.). Records may include copies of correspondence, forms, agreements, or other documents related to employment.

**RETENTION:** After separation, retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 4/2012)

**HURRICANE CITY SERIES:** 16-9
**TITLE:** Drug Test Positive Results
**STATE SERIES #:** GRS-1958

**DESCRIPTION:** Records of employee drug or alcohol tests which were found to be positive and any records that demonstrate rehabilitation. Information may include the functions performed by each employee who failed the test, the prohibited drugs used, the disposition of the employees (e.g. separation or rehabilitation), the person or entity performing the test, and the date and location of test.
This screening test is used as a pre-employment screen, post-accident screen, and for random screening of employees. If test is positive employment offer is withdrawn or disciplinary action is taken for employees. The records contain the name, date, type of test, substance for which the medical facility tested and test results.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-302
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 16-10
**TITLE:** Drug Test Negative Results
**STATE SERIES #:** GRS-1959

**DESCRIPTION:** Records of employee drug or alcohol tests, the results of which were found to be negative. Information may include the identity of the person performing the test and the date and location of the test.

**RETENTION:** Retain for 1 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-302
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 16-11
**TITLE:** Emergency and other Personal Leave Files
**STATE SERIES #:** GRS-889

**DESCRIPTION:** These records show the name of employee, dates of absence, explanation of emergency, signature of employee taking emergency leave and signature of supervisor.

**RETENTION:** Retain for 4 years; then destroy records.

**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-302(1)(b)(2008)
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 16-12
**TITLE:** Position Anaysis Records
**STATE SERIES #:** GRS-167
**DESCRIPTION:** These records are used to create new job positions, or update existing positions. Information includes job description and analysis, salary, justification, and related records.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/2019)

**HURRICANE CITY SERIES:** 16-13
**TITLE:** Promotional Tests
**STATE SERIES #:** GRS-923

**DESCRIPTION:** These are tests taken by municipal employees to determine eligibility for promotion. They include the actual tests, answer keys, individual test scores and the results from oral interviews.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 16-14
**TITLE:** Exempt Employee Performance-Related Records
**STATE SERIES #:** GRS-891

**DESCRIPTION:** These files document the performance of exempt employees. They may include performance records superseded through an administrative, judicial, or quasi-judicial procedure; performance appraisals along with job elements and standards upon which they are based; and supporting documentation.

**RETENTION:** Retain for 5 years; then destroy records.

**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Destroy
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 16-15
**TITLE:** Worker's Compensation Case Files
**STATE SERIES #:** GRS-1938

**DESCRIPTION:** Records include forms, first report of injury, reports, correspondence, and related medical and investigative records regarding on-the-job injuries, whether or not a claim for compensation was made. See Utah Code 34A-2 for Worker's Compensation Act.

**RETENTION:** Retain for 75 years; then destroy records OR after case is closed, retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 1/2019)

**HURRICANE CITY SERIES:** 16-16
**TITLE:** Employee Training Records
**STATE SERIES #:** GRS-1916

**DESCRIPTION:** Correspondence, memoranda, reports, and other records relating to the availability and employee participation in training programs sponsored by governmental agencies or non-governmental institutions.

**RETENTION:** Retain until separation, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 16-17
**TITLE:** Testing Materials
**STATE SERIES #:** GRS-1909

**DESCRIPTION:** Tests taken by applicants who have met the minimum requirements for a state position. Includes tests, test keys, applicants' answer sheets, test scores and any other documents related to the testing process.

**RETENTION:** Retain for 3 years; then destroy records.

**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 4/2006)

**HURRICANE CITY SERIES:** 16-18
**TITLE:** Conflict of Interest Files
**STATE SERIES #:** GRS-1911

**DESCRIPTION:** These records include statements that are required to be filed by government employees, including elected or appointed officials, to disclose any actual or potential conflict of interest. They may also include conflict of interest documentation concerning any employment or activity outside government employment that may or may not present a conflict of interest.

**RETENTION:** Retain for 7 years after separation, and then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public **(Last Updated 3/2021)**

**HURRICANE CITY SERIES:** 16-19
**TITLE:** Personnel Report
**STATE SERIES #:** GRS-1443

**DESCRIPTION:** It is used to update and inform the board members on the status of employment. It includes the names of individuals being hired, as well as their position and location of work. The report also gives the names of people who have left as well as their position, school and reason for leaving.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2018)

**HURRICANE CITY SERIES:** 16-20
**TITLE:** State Employee Financial Disclosure Reports
**STATE SERIES #:** GRS-1923

**DESCRIPTION:** Reports and related documents submitted by individuals as required under the Public Officers' and Employees' Ethics Act, UCA 67-16-7 (1989).

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 16-21
**TITLE:** Americans with Disabilities Act (ada) Accommodation Requests
**STATE SERIES #:** GRS-1434

**DESCRIPTION:** These requests are made by individuals for disability accomodations. They include medical data about the person, accomodations made, denials, appeals, and other information about accomodation requests from service, program, or activity recipients, including applicants, employees and volunteers.

**RETENTION:** After separation, retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/2018)

**HURRICANE CITY SERIES:** 16-22
**TITLE:** Grievance Records
**STATE SERIES #:** GRS-1967

**DESCRIPTION:** Initial documentation responding to working condition grievances that result in any type of investigation for possible personnel or administrative action. This can include disciplinary or non-disciplinary removal, suspension, leave without pay, or reduction in force. These case files include witnesses' statements, report of interviews and hearings, examiner's findings, recommendations and exhibits; and records relating to a reconsideration request.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 7/2015)

**HURRICANE CITY SERIES:** 16-23
**TITLE:** Employee Health and Medical Records

**STATE SERIES #:** GRS-1968

**DESCRIPTION:** These records document an employee's health and medical history as it relates to their employment. They may include doctor's notes, Family Medical Leave Act records, phyiscal or psychological evaluations, or any other records related to an employee's fitness for duty.

**RETENTION:** Retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-302(3)(a)(2014) (Last Updated 11/2020)

**HURRICANE CITY SERIES:** 16-24
**TITLE:** Equal Employment Opportunity (EEO) Compliance Case Files
**STATE SERIES #:** GRS-153

**DESCRIPTION:** These are compliance files containing background papers and correspondence relating to contractor employment practices.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 16-25
**TITLE:** Equal Employment Opportunity (EEO) Discrimination Complaint Case Files
**STATE SERIES #:** GRS-154

**DESCRIPTION:** These files document official discrimination complaints received and resolved. The files contain complaints, related correspondence, reports, exhibits, withdrawal notices, copies of decisions, records of hearings and meetings and other records as described in 29 CFR 1602.14 (2012) 29 CFR 1602.31 (2012)

**RETENTION:** After case is closed, retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 16-26
**TITLE:** Complaint Investigation Files

**STATE SERIES #:** GRS-1969

**DESCRIPTION:** Initial documentation of complaints that result in an investigation of an employee but do not result in disciplinary action.

Internal Affairs Unsubstantiated Case Files - These files contain records relating to the internal affairs of the police department. These cases involve investigations of alleged officer misconduct including all records relating to the initiation, investigation, and disposition of each case. These cases were proved to have no substance. Substantiated cases are handled like any other criminal investigation and files become part of investigative case files (misdemeanor, felony, homicide).

**RETENTION:** After separation, retain for 7 years; then destroy records. OR After case is closed, retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-302(2)(a)(2015)
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 16-27
**TITLE:** Training Administration Records
**STATE SERIES #:** GRS-150

**DESCRIPTION:** These records document agency development, planning, and operation of training, instructional or outreach courses and events. Information may include curriculum requirements and objectives, program assessments, participation and evaluations, and documents relating to the facilitation of events.
**RETENTION:** Retain for 6 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:**
(Last Updated 3/2021)

**HURRICANE CITY SERIES:** 16-28
**TITLE:** Performance Plans and Evaluations
**STATE SERIES #:** GRS-1966

**DESCRIPTION:** This information documents an employee's performance, including awards, performance plans, and evaluations. This record also includes indivisual training records; (i.e. certificates, transcripts, training lists), or other records showing employee attended training.

**RETENTION:** After separation, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 6/2017)

**HURRICANE CITY SERIES:** 16-29
**TITLE:** Labor-Management Relations Files
**STATE SERIES #:** GRS-161

**DESCRIPTION:** These files document the relationship between municipal management and employee unions or associations. They include correspondence, memoranda and reports.

**RETENTION:** 5 years
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 16-30
**TITLE:** Mandated or Significant Training Materials
**STATE SERIES #:** GRS-1951

**DESCRIPTION:** These are records of teaching aids which include manuals, syllabi, textbooks and other training aids developed by the agency.

**RETENTION:** Permanent
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/2021)

# Intrinsically Historical

# Schedule 17


| | |
|---|---|
| Scrapbooks | 17-1 |
| Artifacts | 17-2 |
| Museum Catalog Records | 17-3 |

**HURRICANE CITY SERIES:** 17-1
**TITLE:** Scrapbooks
**STATE SERIES #:** GRS-2051

**DESCRIPTION:** These records are created by governmental entities compiling various items together to tell the story of their office. They include photographs, newspaper clippings, flyers, program notes, brochures, and other items pertaining to government activities and actions and reactions of the municipality's citizens.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/1991)

**HURRICANE CITY SERIES:** 17-2
**TITLE:** Artifacts
**STATE SERIES #:** GRS-2049

**DESCRIPTION:** These artifacts are objects that have special historical significance because of their historic or evidentiary value and their association with the function and activity of a governmental entity. Governmental entities work with the Division of Archives to ensure that these historical objects are properly documented and preserved. (Utah Code 63A-12-103(10)(2016)

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2016)

**HURRICANE CITY SERIES:** 17-3
**TITLE:** Museum Catalog Records
**STATE SERIES #:** GRS-2050

**DESCRIPTION:** These records document the planning, preservation, and contents of collections and exhibitions. Included are inventories, finding aids, loans and donations and related information.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/2017)

# Law Enforcement
# Schedule 18


| | |
|---|---|
| Crime Analyses Files | 18-1 |
| Criminal History Disseminating Log | 18-2 |
| Criminal History Records | 18-3 |
| Dispatch and Patrol Records | 18-4 |
| DUI (Driving Under the Influence) Reports | 18-5 |
| Evidence Tracking Records | 18-6 |
| Firearms Disposal Records | 18-7 |
| High Profile Criminal Case Files | 18-8 |
| Homicide, Violent Felonies and Six Crime Investigation Files | 18-9 |
| Impounded Vehicle Reports | 18-10 |
| Initial Contact Incident Reports | 18-11 |
| Intelligence Files | 18-12 |
| Law Enforcement Master Name Index | 18-13 |
| Misdemeanor and Felony Investigation Files | 18-14 |
| National Crime Information Center (NCIC) Records | 18-15 |
| Sex offender records | 18-16 |
| Suicide Investigation Files | 18-17 |
| Traffic Citations | 18-18 |
| Vehicle Accident Reports | 18-19 |
| Warrant Record | 18-20 |

**HURRICANE CITY SERIES:** 18-1
**TITLE:** Crime Analyses Files
**STATE SERIES #:** GRS-326

**DESCRIPTION:** These records document criminal activity in a given jursidcation. They are used to analyze trends and forecast potential problems.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 18-2
**TITLE:** Criminal History Disseminating Log
**STATE SERIES #:** GRS-327

**DESCRIPTION:** These logs document the dissemination of criminal histories and other law enforcement information to other agencies or criminal information systems. They include release date, state identification or FBI number. They are created and maintained pursuant to federal regulations under 28 CFR, Part 20, Subpart C (1992) and state regulations under Utah Code 53-5-214 (1997).

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 18-3
**TITLE:** Criminal History Records
**STATE SERIES #:** GRS-2030

**DESCRIPTION:** These are complete histories of arrested individuals which provide complete name, alias, nickname, residence, complete physical description, date of arrest, offense committed, and occupation. They are used for department investigations, statistics and information.**RETENTION:** Retain for 75 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 8/2015)

**HURRICANE CITY SERIES:** 18-4
**TITLE:** Dispatch and Patrol Records
**STATE SERIES #:** GRS-2027

**DESCRIPTION:** Records document the actions of dispatch and law officers on duty. May include audio recordings, dashboard-mounted cameras & body-worn cameras not part of a larger case file.

**RETENTION:** After resolution of issue, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private: Utah Code 63G-2-203 (2015)
(Last Updated01/2024)

**HURRICANE CITY SERIES:** 18-5
**TITLE:** DUI (Driving Under the Influence) Reports
**STATE SERIES #:** GRS-332

**DESCRIPTION:** These records are a used for reporting persons arrested for driving while under the influence of alcohol or drugs. They detail first contact in response to incidents, supplemental information gathered by the police department and may include investigative reports.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private (Last Updated 11/2018)

**HURRICANE CITY SERIES:** 18-6
**TITLE:** Evidence Tracking Records
**STATE SERIES #:** GRS-374

**DESCRIPTION:** These records track the procurement and disposal of evidence. Information includes the case number or owner of evidence received, the list of evidence items, the reason for the collection of evidence, and the name of the officer submitting the evidence. Information also includes disposal area to which evidence is released, and date and authorization of release. Violent felony records including homicide, sexual assault and fatal crashes are not included in this schedule.

**RETENTION:** After final action, retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated01/2024)

**HURRICANE CITY SERIES:** 18-7
**TITLE:** Firearms Disposal Records
**STATE SERIES #:** GRS-1080

**DESCRIPTION:** These files contain records of firearms that have been disposed of either through sale, trade or destruction. They include the manufacturer's name, serial number, model, caliber, disposal method, disposal date, name of business purchasing firearm and bid number.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 18-8
**TITLE:** High Profile Criminal Case Files
**STATE SERIES #:** GRS-2031

**DESCRIPTION:** These case files document the investigation and prosecution of significant criminal cases referred to a prosecutor's office. These are cases involving corruption of public officials, cases attracting such publicity that precedents are set, and/or laws are changed, written, or rewritten, capital punishment cases, or cases wherein there is historic interest in the individuals involved.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/2018)

**HURRICANE CITY SERIES:** 18-9
**TITLE:** Homicide, Violent Felonies and Sex Crime Investigation Files
**STATE SERIES #:** GRS-2024

**DESCRIPTION:** These case files are created as a result of an investigation. These files may include the investigative report, original arrest report, supplemental reports, photographs, correspondence, officer's notes and pertinent laboratory tests and related records. Violent felonies are included in this schedule.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Protected: Utah Code 63G-2-305(10) (2015)
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 18-10
**TITLE:** Impounded Vehicles Reports
**STATE SERIES #:** GRS-362

**DESCRIPTION:** These reports document motor vehicles impounded by the sheriff's office. Vehicles may be impounded for various reasons but usually when property or sales taxes are not paid. Information includes the impound date; the make and model, year, color, identification number, tag number, and condition of the impounded vehicle; the name and address of owner (if known); reasons for impounding; date and time vehicle impounded; vehicle accessories; description of any visible damage; any necessary remarks; officer's signature; agency name; and case number.

These reports document motor vehicles impounded by the police department. Vehicles may be impounded for various reasons but usually when property or sales taxes are not paid. The State Tax Commission form includes the impound date, the make and model, year, color, identification number, tag number, and condition of the impounded vehicle; the name and address of owner (if known); reasons for impounding; date and time vehicle impounded; vehicle accessories; description of any visible damage; any necessary remarks; officer's signature; agency name; and case number. A vehicle inventory form may also be maintained which contains essentially the same information. The record copy is sent to the Division of Motor Vehicles and is retained for five years. A copy of the report is usually part of a case file.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 18-11
**TITLE:** Initial Contact Incident Reports
**STATE SERIES #:** GRS-1107

**DESCRIPTION:** These reports are prepared by officers engaged in public patrol or response duties and describe initial actions taken. These records may include a description of the incident, the identifying information of parties involved, the general scope of actions taken by public safety personnel, and the nature of any injuries and damages sustained (Utah Code 63G-2-103(14)(2014)). These records may also include dash-cam recordings, copies of citations issued, warrants issued, DUIs issued, and driver and witness statements. Fatal crashes and violent felony records including homicide and sexual assault are not included in this schedule.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public: Utah Code 63G-2-301(2)(g) (2008)
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 18-12
**TITLE:** Intelligence Files
**STATE SERIES #:** GRS-345

**DESCRIPTION:** These files are a compilation of information relating to organizations or individuals that may be involved in criminal activities or enterprises. The nature of investigation leads to the collection of much unsubstantiated information. The files include case reports, media articles, documents and other records.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 12/1991)

**HURRICANE CITY SERIES:** 18-13
**TITLE:** Law Enforcement Master Name Index
**STATE SERIES #:** GRS-352

**DESCRIPTION:** This is an index of names which contain information on each individual having been interrogated, arrested, or named as suspect or accomplice in a crime, and the names of victims, complainants and witnesses to incidents. It includes information on arrested persons (cross referenced by aliases), complainants, witnesses, and victims (providing name, address, date of birth, race, and sex), incident date, incident type, names of persons and businesses in contact with the department, notice of content and report of recorded event.

**RETENTION:** After superseded, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
**(Last Updated 9/2019)**

**HURRICANE CITY SERIES:** 18-14
**TITLE:** Misdemeanor and Felony Investigation Files
**STATE SERIES #:** GRS-2023

**DESCRIPTION:** These case files are created as a result of an investigation. These files may include the investigative report, original arrest report, supplemental reports, photographs, correspondence, officer's notes, and pertinent laboratory tests and related records.

**RETENTION:** After case is closed, retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected: Utah Code 63G-2-305(10) (2015)
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 18-15
**TITLE:** National Crime Information Center (NCIC) Records
**STATE SERIES #:** GRS-355

**DESCRIPTION:** These records document the entry and removal of information by law enforcement into the NCIC system, which is maintained by the FBI. Information is used to trace stolen articles, missing or stolen guns, wanted persons, and missing juveniles.
**RETENTION:** Retain until final action, and then destroy records. **DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
**(Last Updated 1/2020)**

**HURRICANE CITY SERIES:** 18-16
**TITLE:** Sex offender records
**STATE SERIES #:** GRS-360

**DESCRIPTION:** Records maintained by state and local law enforcement agencies in order to document dex offenders living within their jurisdictions, as required by federal and state law.

**RETENTION:** Retain for 10 years after separation, and then destroy records. Separation means the offender as moved from jursidication.

**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 2/2020)

**HURRICANE CITY SERIES:** 18-17
**TITLE:** Suicide Investigation Files
**STATE SERIES #:** GRS-2026

**DESCRIPTION:** These case files are created as a result of a suicide investigation. These files may include the investigative report, supplemental reports, photographs, correspondence, officer's notes, and pertinent laboratory tests and related records.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Protected: Utah Code 63G-2-305 (10) (2015)
(Last Updated 5/2015)

**HURRICANE CITY SERIES:** 18-18
**TITLE:** Traffic Citations
**STATE SERIES #:** GRS-365

**DESCRIPTION:** This is a copy of a citation issued by law enforcement of drivers violating motor vehicle and traffic laws. It usually includes date, time, location of violation, vehicle's license number, violation code, deputies' name and signature of person receiving citation.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 18-19
**TITLE:** Vehicle Accident Reports
**STATE SERIES #:** GRS-317

**DESCRIPTION:** These files document traffic accidents investigated by law enforcement. The report usually includes complete information on all cars and drivers involved in the accident, accident location, damage, accident causes, date and time, accident diagram, description and weather conditions. The original report is sent to the State Department of Public Safety if damage exceeds $1,500, or injury or death occurs (Utah Code 41-6a-404 (2007)), and is maintained for seven years.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 4/2018)
**SECONDARY CLASSIFICATION:** Exempt: Utah Code 41-6-42 (2008)

**HURRICANE CITY SERIES:** 18-20
**TITLE:** Warrant Records
**STATE SERIES #:** GRS-370

**DESCRIPTION:** Warrants issued by a court to a law enforcement agency for specific purposes, including to search property, arrest a person, track a vehicle, collect DNA for testing, or other reasons. Information may include purpose of issued warrant, directions from court, required person and location details, logs of served warrants, and related records.

**RETENTION:** After resolution of issue, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:**
(Last Updated 10/2020

# Legal
# Schedule 19


| | |
|---|---|
| Prosecuted Non-felony Criminal Case Files | 19-1 |
| Prosecuted Felony Criminal Case Files | 19-2 |
| Collection Case Files | 19-3 |
| High Profile Civil Case Files | 19-4 |
| Civil Case Files | 19-5 |

**HURRICANE CITY SERIES:** 19-1
**TITLE:** Prosecuted Non-felony Criminal Case Files
**STATE SERIES #:** GRS-2033

**DESCRIPTION:** These case files document the criminal cases referred to a prosecutor's office which result in a non-felony prosecution. These files may include investigative information, legal pleadings and motions, correspondence, transcripts, evidence, and related records. This information is largely duplicated in court or law enforcement case files.

**RETENTION:** After case is closed, retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 3/2018)

**HURRICANE CITY SERIES:** 19-2
**TITLE:** Prosecuted Felony Criminal Case Files
**STATE SERIES #:** GRS-2032

**DESCRIPTION:** These case files document the criminal cases referred to a prosecutor's office which result in a felony prosecution. These files may include investigative information, legal pleadings and motions, correspondence, transcripts, evidence, and related records. This information is largely duplicated in court or law enforcement case files.

**RETENTION:** After final action, retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 19-3
**TITLE:** Collection Case Files
**STATE SERIES #:** GRS-219

**DESCRIPTION:** These case files document the prosecution of all actions for the recovery of debts, fines, penalties, and forfeitures accruing to the county (Utah Code 17-18a-501(2018)). They include various court filings, attorney's notes and final judgment.
**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 19-4
**TITLE:** High Profile Civil Case Files
**STATE SERIES #:** GRS-2035

**DESCRIPTION:** These case files document the investigation and prosecution of significant civil cases referred to a prosecutor's office. A case may be significant due to the subject, such as natural resource ownership or corruption of public officials; or because it sets precedent and/or leads to public policy or laws being changed, written, or rewritten; or because it involves individuals wherein there is historic interest.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 2/2020)

**HURRICANE CITY SERIES:** 19-5
**TITLE:** Civil Case Files

**STATE SERIES #:** GRS-2034

**DESCRIPTION:** These case files document civil court cases. Records include court filings, attorney's notes, various court pleadings and related records. These case files document significant civil court cases in which the municipality is a party or represents the interests of the State of Utah. They include case number, plaintiff, and defendant, nature of case, attorney's notes, related correspondence and final verdict. This information is largely duplicated in court files and could be weeded after the case is closed. These files may also document lawsuits filed against the Redevelopment Agency concerning redevelopment projects.

**RETENTION:** After case is closed, retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Protected
(Last Updated 4/2018)

# Motor Vehicles and Maintenance
# Schedule 20


| | |
|---|---|
| Property Maintenance and Repair Records | 20-1 |
| Vehicle Usage Report | 20-2 |
| Insurance Adjuster's Vehicle Repair Estimates | 20-3 |
| Vehicle Ownership Records | 20-4 |
| Fuel Records | 20-5 |
| Vehicle Assignment Records | 20-6 |
| Vehicle Maintenance Records | 20-7 |

**HURRICANE CITY SERIES:** 20-1
**TITLE:** Property Maintenance and Repair Records
**STATE SERIES #:** GRS-111

**DESCRIPTION:** These records document service repair and maintenance of government property. Information includes the request, work order, authorization, verification of work done, and related records.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 20-2
**TITLE:** Vehicle Usage Report
**STATE SERIES #:** GRS-109

**DESCRIPTION:** This is a report of private and government vehicle usage. It is used for both maintenance and planning purposes. Includes date, list of repairs needed and action taken, miles traveled, problems and driver's name.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 20-3
**TITLE:** Insurance Adjuster's Vehicle Repair Estimates
**STATE SERIES #:** GRS-124

**DESCRIPTION:** These are insurance adjuster's reports on repair estimates for agency-owned vehicles.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 20-4
**TITLE:** Vehicle Ownership Records
**STATE SERIES #:** GRS-16558

**DESCRIPTION:** These records document ownership, registration and operation of government-owned vehicles. Including the transfer, sale, donation or exchange of government owned vehicles. Operating records including those relating to gas and oil consumption, dispatching and scheduling. Certificates issued by the dealer/manufacturer certifying the mileage is accurate on each vehicle purchased by the governmental entity.

**RETENTION:** After final action, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
**(Last Updated 11/2019)**

**HURRICANE CITY SERIES:** 20-5
**TITLE:** Fuel Records
**STATE SERIES #:** GRS-112

**DESCRIPTION:** These are logs, reports, or similar records documenting mileage and gasoline, oil, and diesel fuel used by the municipal vehicles. Includes copies of credit card sales slips. They are used to verify the purchase of gasoline.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 20-6
**TITLE:** Vehicle Assignment Records
**STATE SERIES #:** GRS-116

**DESCRIPTION:** These are assignment logs, reports, authorizations, and similar records relating to the assignment and use of vehicles by employees or officials.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 20-7
**TITLE:** Vehicle Maintenance Records
**STATE SERIES #:** GRS-1873

**DESCRIPTION:** These records document the inspection, repair and maintenance of government-owned vehicles. Information includes vehicle identification, usage, and related records.

**RETENTION:** After disposition of asset, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 8/2018)

# Parks and Recreation
# Schedule 21


| | |
|---|---|
| Sports Teams Records | 21-1 |
| Attendance Rolls | 21-2 |
| Recreational Facility Files | 21-3 |
| Recreational Activity Release Records | 21-4 |
| Recreation Registration Records | 21-5 |
| Recreation Program Files | 21-6 |
| Recreation Equipment Records | 21-7 |
| Reservation Records | 21-8 |
| Supervisor's Daily/Weekly Reports | 21-9 |

**HURRICANE CITY SERIES:** 21-1
**TITLE:** Sports Teams Records
**STATE SERIES #:** GRS-650

**DESCRIPTION:** These records document the sponsorship of adult and/or youth team sport activities (e.g., baseball, basketball, volleyball, soccer, softball). They include information on teams, participants, and sponsors; assignment of umpires; regular play schedules; tournament schedules; and awards and prizes.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 21-2
**TITLE:** Attendance Rolls
**STATE SERIES #:** GRS-1036

**DESCRIPTION:** These are created by instructors to track class or activity attendance.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 21-3
**TITLE:** Recreational Facility Files
**STATE SERIES #:** GRS-646

**DESCRIPTION:** These files document each recreational facility (i.e., parks, golf courses, fair grounds). They are used to maintain a record of construction and renovation projects in each facility for historical and informational purposes. They may include correspondence, architectural drawings, contracts, specifications, newspaper clippings, histories of individual facilities and photographs.

These project files document the actual construction for park development, park renovation, and other recreational facility improvements. They are used for reference while projects are in progress and after completion. They include final drawings of all park/recreational facility development projects along with specifications, as-built construction drawings, and related correspondence. They may also include property acquisition records including original deeds.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 21-4
**TITLE:** Recreational Activity Release Records
**STATE SERIES #:** GRS-644

**DESCRIPTION:** This form is completed by individuals participating in municipal recreational activities. It is used to verify that participants have released all rights and claims for possible injuries in municipal recreational activities. They include individual's name, team name, sport, date, medical insurance company, and signature.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)
**SECONDARY CLASSIFICATION:** Private - Medical Information

**HURRICANE CITY SERIES:** 21-5
**TITLE:** Recreation Registration Records
**STATE SERIES #:** GRS-649

**DESCRIPTION:** These forms are used to register for municipal recreational programs. They include registrant's name, address, and telephone number; program name and date(s); parent's/guardian's name if registrant is a minor; may also include information on attendance at previous training sessions; and a signed liability waiver statement.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)
**SECONDARY CLASSIFICATION:** Private - Home address and telephone number, social security number, medical information.

**HURRICANE CITY SERIES:** 21-6
**TITLE:** Recreation Program Files
**STATE SERIES #:** GRS-643

**DESCRIPTION:** These program files document specific sponsored recreational programs. They are used for reference in developing future programs. They include flyers of specific programs, reservation records, copies of receipts for fees paid and press releases. They also include an accounting of participants and receipt numbers.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 21-7
**TITLE:** Recreation Equipment Records
**STATE SERIES #:** GRS-645

**DESCRIPTION:** These records document recreational equipment and tools loaned in connection with reserved park areas and other recreational facilities. They are used to maintain a record of lcoation of equipment. They include name of group, name, address, phone number of person picking up equipment; date of issue; reservation date; date of return; location reserved; quantity and equipment picked up.

**RETENTION:** Retain for 1 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 21-8
**TITLE:** Reservation Records
**STATE SERIES #:** GRS-648

**DESCRIPTION:** These files contain the actual request forms submitted by the general public. They are used as a record to schedule park facilities and/or sports facilities (e.g., baseball, softball, football, soccer). The files include the request form (date of request, name of group, number of people, name, address and phone number of requesting person, area and park requested, time, date and amount paid).

**RETENTION:** Retain for 1 years; then destroy records.
**DISPOSITION:** Destroy

**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 21-9
**TITLE:** Supervisor's Daily/Weekly Reports
**STATE SERIES #:** GRS-651

**DESCRIPTION:** These report forms are compiled daily or weekly by each crew supervisor. They are used for budget planning and developing future plans. They include date, crew name, purpose of job, list of crew members, hours worked, pay amount per hours worked, total cost of labor, equipment used and amount of rental equipment.

**RETENTION:** Retain for 1 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

# Payroll
# Schedule 22


| | |
|---|---|
| Timekeeping Records | 22-1 |
| Payroll Post Processing Records | 22-2 |
| Full-time Employee Report | 22-3 |
| Leave Category Changes | 22-4 |
| Preliminary Payroll Files | 22-5 |
| Summary Time Report | 22-6 |
| State Employee Benefit Matching Money Report | 22-7 |
| W-4 Income Tax Withholdings Certificates | 22-8 |
| Schedule Six Planning Report | 22-9 |
| Wage Survey Files | 22-10 |
| Payroll Processing Records | 22-11 |

**HURRICANE CITY SERIES:** 22-1
**TITLE:** Timekeeping Records
**STATE SERIES #:** GRS-1902

**DESCRIPTION:** Information regarding hours worked, paid or unpaid permitted absence from work for family emergency, sickness, personal time, vacation, or other reasons as outlined by policy are included in this schedule.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 02/2019)

**HURRICANE CITY SERIES:** 22-2
**TITLE:** Payroll Post Processing Records
**STATE SERIES #:** GRS-1904

**DESCRIPTION:** This schedule is for payroll reporting. Each payroll period is closed out when disbursement information is verified using payroll reports.

**RETENTION:** Retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 7/2015)

**HURRICANE CITY SERIES:** 22-3
**TITLE:** Full-Time Employee Report
**STATE SERIES #:** GRS-1879

**DESCRIPTION:** Report which informs users of the full-time equivalent count for each agency.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:**
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 22-4
**TITLE:** Leave Category Changes
**STATE SERIES #:** GRS-1885

**DESCRIPTION:** Report showing changes made if an employee does not have enough leave and payroll program must make adjustments from another category.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 22-5
**TITLE:** Preliminary Payroll Files
**STATE SERIES #:** GRS-1889

**DESCRIPTION:** Computer-produced, two part documents sent by Finance to agencies to record final corrections or adjustments regarding employees' pay. They are made before the master payroll file is run and checks are issued. Preliminary payroll files do not serve as time and attendance records.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 22-6
**TITLE:** Summary Time Report
**STATE SERIES #:** GRS-1878

**DESCRIPTION:** This report provides information on the regular and overtime hours paid. It also includes all other earnings and the labor distribution.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 22-7
**TITLE:** State Employee Benefit Matching Money Report
**STATE SERIES #:** GRS-1877

**DESCRIPTION:** Listing of state matching funds paid to employee retirement and referenced by low organization number.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 22-8
**TITLE:** W-4 Income Tax Withholdings Certificates
**STATE SERIES #:** GRS-1881

**DESCRIPTION:** Records of withholding tax allowances completed by state employees which certify the withholding tax status of the employee and any additional withholding from his paycheck.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 4/2006)

**HURRICANE CITY SERIES:** 22-9
**TITLE:** Schedule Six Planning Report
**STATE SERIES #:** GRS-1894

**DESCRIPTION:** Compilation of position control files, which keep track of positions that have been authorized by the Department of Human Resource Management, used for budget justification and planning. Information includes number of positions and their cost.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 22-10
**TITLE:** Wage Survey Files
**STATE SERIES #:** GRS-142

**DESCRIPTION:** These files contain wage survey reports and data, working papers and related correspondence pertaining to area wages paid for each employee class; background papers establishing need, authorization, direction, and analysis of wage surveys; development and implementation of wage schedules; and development of specific rates (excluding authorized wage schedules and wage survey recapitulation sheets).

**RETENTION:** After superseded, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 22-11
**TITLE:** Payroll Processing Records
**STATE SERIES #:** GRS-1903

**DESCRIPTION:** These records verify compensation data for each employee, including salary, hourly rate and type of pay. Deductions are confirmed in processing payroll before employees are paid. These records also include garnishments or levies for debts owed by employees which are attached to employees' earnings. They also include reports and register control documents relating to an employee's retirement.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Private
(Last Updated 7/2015)

# Planning and Zoning
# Schedule 23


| | | |
|---|---|---|
| Land use final plans | 23-1 | |
| Land use submitted plans | 23-2 | |
| Board of Adjustment Case Files | | 23-3 |
| Site Review Planning Records | | 23-4 |
| Community Development Block Grant Historical Records | | 23-5 |
| Community Development Block Grant Administrative Records | | 23-6 |
| Subdivision Review Case Files | | 23-7 |
| Land use lease agreements | | 23-8 |
| Archaeological Project Records | | 23-9 |

**TITLE:** Land use final plans
**STATE SERIES #:** GRS-16589

**DESCRIPTION:** These records are approved and final plans related to land use under a government entity's jurisdiction. Records pertain to plans that have been implemented partly or in full. Applications and plans may be related to any and all development, rezoning, use permitting, and property changes, or any activity received and processed by a planning and zoning department.. Plans are considered approved upon approval of a planning commission or similar stage of approval. Final plans are records that directly pertain to the approved plan submission.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated08/2023)

**HURRICANE CITY SERIES:** 23-2
**TITLE:** Land use submitted plans
**STATE SERIES #:** GRS-16590

**DESCRIPTION:** These records are non-approved or non-final plans related to land use under a governmental entity's jurisdiction. Records are applications and/or plans that were not implemented. Applications and plans may be related to any and all proposed development, rezoning, use permitting, and property changes, or any activity received and processed by a planning and zoning department. These records may be plans that were rejected by a planning commission or similar body, or plans and applications that were not completed by an applicant. Non-final plans are records that do not pertain to, or are superseded by, an approved application..

**RETENTION:** Retain for 10 years after final action, and then destroy records. OR Retain until administrative value met, whichever is greater, and then destroy records.**DISPOSITION:**
**PRIMARY CLASSIFICATION:** Public
(Last Updated 08/2023

**HURRICANE CITY SERIES:** 23-3
**TITLE:** Board of Adjustment Case Files
**STATE SERIES #:** GRS-655

**DESCRIPTION:** These case files document the zoning activities of the Board of Adjustment. They are used to document the cases brought before the Board of Adjustment and its decisions. They

contain the original application; findings and order; correspondence; and any exhibits such as plot plans or elevations.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 23-4
**TITLE:** Site Review Planning Records
**STATE SERIES #:** GRS-662

**DESCRIPTION:** These files document the regulatory review and approval of commercial and industrial site plans by various county departments. They contain a checklist of approvals, copies of the recommendations of planning commission, cash receipts, site plan review forms, investigative reports and recommendations, building plans and related correspondence.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 23-5
**TITLE:** Community Development Block Grant Historical Records
**STATE SERIES #:** GRS-667

**DESCRIPTION:** Community development block grants (CDBGs) are allocated by the federal government to provide resources to address a wide range of unique community development needs. These records document the application and completion of projects funded under this program and include both direct grants and regrants. Records include the initial application, yearly reports, and all final reports.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 23-6
**TITLE:** Community Development Block Grant Administrative Records
**STATE SERIES #:** GRS-666

**DESCRIPTION:** Community development block grants (CDBGs) are allocated by the federal government to provide resources to address a wide range of unique community development needs. These projects include both direct grants and regrants. The records document the administration of projects and include the preliminary reports, audits, certificates, maps, and related correspondence.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 23-7
**TITLE:** Subdivision Review Case Files
**STATE SERIES #:** GRS-663

**DESCRIPTION:** These case files document the developmental history of subdivision plans submitted to the Planning Commission for compliance review with applicable development ordinances and standards. This includes those that are considered lot/splits (subdivisions smaller than five lots).

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 23-8
**TITLE:** Land use lease agreements
**STATE SERIES #:** GRS-16587

**DESCRIPTION:** These records are land use lease agreements and related documentation. The agreements may be related to mineral, oil, industrial, energy, agricultural, or other special uses.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/2022)

**HURRICANE CITY SERIES:** 23-9
**TITLE:** Archaeological Project Records
**STATE SERIES #:** GRS-16584

**DESCRIPTION:** These are records of archaeological projects undertaken by a government agency. They may include narrative reports, photographs, field notes, descriptions, and related information, as well as contextual information about the project.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 1/2022)

# Public Affairs
# Schedule 24


| | |
|---|---|
| Public Presentation Files | 24-1 |
| Public Information Files | 24-2 |

**HURRICANE CITY SERIES:** 24-1
**TITLE:** Public Presentations Files
**STATE SERIES #:** GRS-2004

**DESCRIPTION:** Speeches, addresses, and comments. Remarks made at formal ceremonies and during interviews by heads of agencies or their senior assistants concerning the programs of their agencies.

**RETENTION:** Retain for 7 years; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 2/2006)

**HURRICANE CITY SERIES:** 24-2
**TITLE:** Public Information Files
**STATE SERIES #:** GRS-2001

**DESCRIPTION:** These are files of information which an agency collects on a particular topic and which relate to the agency's interaction with the public. Contents may include newspaper clippings, public opinion polls, studies and reports, or any other materials collected topically to assist the agency.

**RETENTION:** After end of project or program, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

# Public Utilities
# Schedule 25


| | |
|---|---|
| Utility Connection Books | 25-1 |
| Water Main Charts and Indexes | 25-2 |
| Water Flow Annual Recorder Charts | 25-3 |
| Cross Connection Control Survey Files | 25-4 |
| Meter Location Records | 25-5 |
| Meter Reading Records | 25-6 |
| Bacteriological Quality Analyses Reports | 25-7 |
| Meter Repair and Testing Files | 25-8 |
| Water Flow Weekly Recorder Charts | 25-9 |
| Water Consumption Monthly Reports | 25-10 |
| Daily Filter Log | 25-11 |
| Environmental Protection Agency (EPA) Grant Files | 25-12 |
| Water Sampling Analyses Records | 25-13 |
| Water Stock Purchase Records | 25-14 |
| Daily Operational Log | 25-15 |

**HURRICANE CITY SERIES:** 25-1
**TITLE:** Utility Connection Books
**STATE SERIES #:** GRS-1116

**DESCRIPTION:** These books document the extension of or connection between specific property and municipal utilities. They represent the most comprehensive guide to the system. They act as the system's master listing of all diagrams of connections in the system.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1989)

**HURRICANE CITY SERIES:** 25-2
**TITLE:** Water Main Charts and Indexes
**STATE SERIES #:** GRS-1139

**DESCRIPTION:** These charts show the locations of all water mains, valves, hydrants, and water services to property owners in a given area.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1989)

**HURRICANE CITY SERIES:** 25-3
**TITLE:** Water Flow Annual Recorder Charts
**STATE SERIES #:** GRS-1145

**DESCRIPTION:** These charts are taken from recording stations in streams or wells for annual periods. They are used to determine water flows. The charts include water flow according to gauge flows, height, or level of aquifer in well on an annual basis.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 25-4
**TITLE:** Cross Connection Control Survey Files
**STATE SERIES #:** GRS-1118

**DESCRIPTION:** These files monitor potential or actual water system health hazards within specific premises. They are used to determine compliance with state laws, schedule surveys, and to write reports. They include various reports, surveys and related correspondence.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 25-5
**TITLE:** Meter Location Records
**STATE SERIES #:** GRS-1131

**DESCRIPTION:** These records contain information about all meters (water and electric). They are used to locate meters for service and billings. They include address, work order number, size of meter, contractor, owner, plumber and date installed.

**RETENTION:** After final action, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1989)

**HURRICANE CITY SERIES:** 25-6
**TITLE:** Meter Reading Records
**STATE SERIES #:** GRS-1130

**DESCRIPTION:** These books record the readings of customer's water, sewer or electric meters by municipal employees. They are used for billing purposes. The books include name of employee reading meter, meter readings, date read, account number, billing code, final reading, reasons for turnoff, if meter was pulled or reinstalled and meter charges.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 2/2021)

**HURRICANE CITY SERIES:** 25-7
**TITLE:** Bacteriological Quality Analyses Reports
**STATE SERIES #:** GRS-1110

**DESCRIPTION:** These forms record water samples taken from various locations throughout the distribution system and sources of supply (raw or processed) for bacteriological tests. They include location, date of collection, name of person taking sample, type of sample taken, date of analysis, name of lab, person responsible for performing analysis, analytical method used and results of the analysis. The State Health Department receives copies of these test forms and retains them for 40 years.

**RETENTION:** After superseded, retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 25-8
**TITLE:** Meter Repair and Resting Files
**STATE SERIES #:** GRS-1132

**DESCRIPTION:** These records document the installation, repair, testing, and replacement of meters. They include address, work order number, date of initial installation, dates of testing and repair and remarks.

**RETENTION:** After final action, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1989)

**HURRICANE CITY SERIES:** 25-9
**TITLE:** Water Flow Weekly Recorder Charts
**STATE SERIES #:** GRS-1134

**DESCRIPTION:** These charts are taken from recording stations in streams or wells for weekly periods. They are used to determine water flows. The charts include water flow according to gauge flows, height, or level of aquifer in well, during a weekly period.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 25-10
**TITLE:** Water Consumption Monthly Reports
**STATE SERIES #:** GRS-1138

**DESCRIPTION:** These reports consist of monthly statistics of daily water consumption. They are used for research and litigation purposes and to assist in predicting future flows and peak demands. The reports include water consumption in million gallons, and cubic feet from treatment plants, springs, artesian wells, pumped wells and reservoirs along with precipitation amounts.

**RETENTION:** After completion of publication or report, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 25-11
**TITLE:** Daily Filter Log
**STATE SERIES #:** GRS-1121

**DESCRIPTION:** This log records a daily instrument table of information regarding filter operations required by UCA 26-12-1 et. seq.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1989)

**HURRICANE CITY SERIES:** 25-12
**TITLE:** Environmental Protection Agency (EPA) Grant Files
**STATE SERIES #:** GRS-1126

**DESCRIPTION:** These are project files maintained for monies granted to the state of Utah and then distributed to individual local government entities. The files document the expenditures of these funds. They include a detailed listing of disbursements, receipts, grant modifications, related correspondence, and a copy of the original grant (40 CFR 30.501). The State Health Department's copy is maintained permanently.

**RETENTION:** After final action, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1989)

**HURRICANE CITY SERIES:** 25-13
**TITLE:** Water Sampling Analyses Records
**STATE SERIES #:** GRS-1114

**DESCRIPTION:** These forms verify water quality and show the various locations of sampling points of water taken from the distribution system and sources of supply for chemical and radiological tests. They include location, date of collection, name of person taking sample, type of sample taken, date of analysis, name of lab, person responsible for performing analysis, method used, and results. The State Health Department receives copies of these test forms and retains them for 40 years.

**RETENTION:** After superseded, retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 2/2019)

**HURRICANE CITY SERIES:** 25-14
**TITLE:** Water Stock Purchase Records
**STATE SERIES #:** GRS-1140

**DESCRIPTION:** These files document municipal purchase of water stock from irrigation companies and/or individuals. Each year the municipality is billed for the annual assessment of water stock. The files are used to verify purchase and for yearly assessment purposes.

**RETENTION:** Retain for 10 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1997)

**HURRICANE CITY SERIES:** 25-15
**TITLE:** Daily Operational Log
**STATE SERIES #:** GRS-1122

**DESCRIPTION:** This log records daily information on plant operations such as rate of flow, chemical inventories, chemicals used, chlorine residual testing results, and turbidity amount in water. It is required by 40 CFR 130.4. An annual summary is submitted to the State Health Department.

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/1989)

# Public Works
# Schedule 26


| | |
|---|---|
| Survey Field Books | 26-1 |
| Flood Control Permit Applications | 26-2 |
| Street Name and House Number Files | 26-3 |
| Utility License Agreements | 26-4 |
| Traffic Volume Counts | 26-5 |
| Class “B” Road Funding Project Files | 26-6 |
| Encroachment Agreements | 26-7 |
| Delivery Tickets | 26-8 |
| Interlocal Agreements | 26-9 |
| Capital Project Status Report | 26-10 |
| Drainage System Repair List | 26-11 |
| Special Event Permits | 26-12 |
| Special Assessment Plats | 26-13 |
| Street Cleaning Records | 26-14 |
| Class “C” Road Funding Project Files | 26-15 |
| Municipal Intersection Case Files | 26-16 |
| Developer Review Files | 26-17 |
| Trouble Control Report | 26-18 |

**HURRICANE CITY SERIES:** 26-1
**TITLE:** Survey Field Books
**STATE SERIES #:** GRS-1169

**DESCRIPTION:** These books contain the original field notes of survey parties' daily survey measurements. The notes are a constant source of information for design surveys, civic improvement, benchmarks, elevations, property surveys, and for updating measurements and information on atlas plats. They include survey measurements, elevations and grade with some sketches of the area.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 26-2
**TITLE:** Flood Control Permit Applications
**STATE SERIES #:** GRS-683

**DESCRIPTION:** These applications are completed by developers and homeowners requesting a permit to construct within a flood plain. They are also required for the construction of any facility or discharge of any runoff into specific facilities. The permit provides that the structure or operation covered could be stopped, removed or destroyed by the governmental entity in a flood emergency and that all structures are subject to inspection at permittee's cost. The applications include firm's or individual's name, address, and telephone number; proposal's description, including construction type, purpose, location (including engineering calculations, and any special conditions); grantee's signature; date; recommendations on whether request should be approved or denied; and (if approved) director's signature.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 26-3
**TITLE:** Street Name and House Number Files
**STATE SERIES #:** GRS-1167

**DESCRIPTION:** These files contain records relating to street dedications, street closings, the assignment and alternation of street names and house numbers and similar records. They provide official control of the naming and numbering of municipal streets and roads.

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/1989)

**HURRICANE CITY SERIES:** 26-4
**TITLE:** Utility License Agreements
**STATE SERIES #:** GRS-698

**DESCRIPTION:** These are agreements between the county and public utilities allowing them to extend or replace existing lines across the county right-of-way. They include date; grantee's name; purpose; location; length; contractor's name and address; engineering firm's name; agreement's conditions including protection of traffic, restoration of existing pavement, reconstruction of highway, and liability; notarized grantee's signature; and authorizing county signature.

**RETENTION:** After expiration of contractual agreement, retain for 6 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/1994)

**HURRICANE CITY SERIES:** 26-5
**TITLE:** Traffic Volume Counts
**STATE SERIES #:** GRS-697

**DESCRIPTION:** These are the records from both speed and volume counters. These devices are used to document special taffic studies and regular volume counts. The regular volume count locations are undertaken annually and are used to determine traffic patterns or shifts in patterns and to determine street maintenance. Counters are usually placed for weekly intervals. The records include location, date, time, number of vehicles per hour and possible average speed.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/1991)

**HURRICANE CITY SERIES:** 26-6
**TITLE:** Class "B" Road Funding Project Files
**STATE SERIES #:** GRS-671

**DESCRIPTION:** These project files document the funding for Class "B" roads. Class "B" funding is money allocated to each county from the Transportation Fund (UCA 72-2-108 (2008)). The files include amount of funds allocated and how funds were spent for each project (man-hours, vehicle usage, and material used).

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/1994)

**HURRICANE CITY SERIES:** 26-7
**TITLE:** Encroachment Agreements
**STATE SERIES #:** GRS-680

**DESCRIPTION:** These are agreements between the county or municipality and property owners allowing them to extend fences or plants (bushes and trees) within the right of way. The agreements include date, licensee's name and address, agreement terms, licensee's notarized signature, and signatures of the commission chair and clerk. The municipality reserves the right to revoke the agreement and to require the property owner to remove the fences or plants upon request. The agreements include date, licensee's name and address, agreement terms, licensee's notarized signature, and signatures of the City Council Chair and City Manager.

**RETENTION:** After contract expires, retain for 6 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 26-8
**TITLE:** Delivery Tickets
**STATE SERIES #:** GRS-676

**DESCRIPTION:** These are tickets issued by suppliers to verify delivery of supplies (concrete, road base, gravel, and topsoil). They include date, time, amount of mix received and a list of miscellaneous supplies received.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 26-9
**TITLE:** Interlocal Agreements
**STATE SERIES #:** GRS-686

**DESCRIPTION:** These are agreements between the county and municipalities within the county to provide public works services. They include date, city's name, provisions of the agreement, payments to be made and signatures of County Commission Chair, County Clerk, and City Representatives.

**RETENTION:** After expiration of contractual agreement, retain for 6 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 26-10
**TITLE:** Capital Project Status Report
**STATE SERIES #:** GRS-670

**DESCRIPTION:** This is a monthly report of all current capital improvement projects. The report includes information on funding (comparing amounts), extra work orders, and over-run authorizations for each project.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 26-11
**TITLE:** Drainage System Repair List
**STATE SERIES #:** GRS-678

**DESCRIPTION:** This is a list of all drainage facilities in the system. It is used to prioritize which drains need maintenance. It includes size, type and condition of drainage pipe, type of clean out

box, location of facility and condition, depth from flow line to top of lid on road surface and a brief description of the problem.

**RETENTION:** After superseded, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 26-12
**TITLE:** Special Event Permits
**STATE SERIES #:** GRS-692

**DESCRIPTION:** These applications are completed by persons requesting permits to hold special events (i.e., film crews, races, parades) on the right-of-way. They include application number; event type and description; sponsoring group's name; admission fee; event date; event times; promotional agency name; contract person's name, address, and telephone number; proposed location or route; whether a fee waiver is requested; estimated number of participants and spectators; authorizing signature and date; date to appear on county commission agenda; sheriff's and local health department's recommendations; decision; and authorizing signature.

**RETENTION:** Retain for 1 year after expiration of permit or license, and then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 26-13
**TITLE:** Special Assessment Plats
**STATE SERIES #:** GRS-691

**DESCRIPTION:** These plats show the location of properties that are affected by special assessments. Plats are used for reference and for compilation of the tax roll. They include footage, actual property lines, township and range, rights-of-way, monument markers, lot measurements, blocks, subdivision names and color coding to indicate properties being assessed.

**RETENTION:** Retain for 5 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 26-14
**TITLE:** Street Cleaning Records
**STATE SERIES #:** GRS-1165

**DESCRIPTION:** These files document all street cleaning projects. They include reports, logs or similar records documenting street cleaning operations.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/1989)

**HURRICANE CITY SERIES:** 26-15
**TITLE:** Class "C" Road Funding Project Files
**STATE SERIES #:** GRS-1148

**DESCRIPTION:** These project files document the funding for Class "C" roads. CLass "C" funding is money allocated to each municipality from the Transportation Fund "under rules made by the department" (of Transportation) (UCA 72-2-108 (2008)). The files include amount of funds allocated and how they were spent for each project (man-hours, vehicle usage, and material used).

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/1989)

**HURRICANE CITY SERIES:** 26-16
**TITLE:** Municipal Intersection Case Files
**STATE SERIES #:** GRS-1155

**DESCRIPTION:** These files record data on all municipal streets. They are used by traffic engineers and technicians when investigating a particular intersection to determine appropriate traffic regulations. They contain traffic volume (counts taken either mechanically or manually), requests or complaints received which required a study and response concerning specific intersections and work order outline to be done at specific intersections and a traffic accident history.

**RETENTION:** Retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/1989)

**HURRICANE CITY SERIES:** 26-17
**TITLE:** Developer Review Files
**STATE SERIES #:** GRS-1160

**DESCRIPTION:** This is a duplicate set of plans submitted by developers for subdivisions, and commercial or industrial complexes. It is used to verify compliance with ordinances and design criteria for streets and alleys. They include plans and related correspondence.

**RETENTION:** After end of project or program, retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/1989)

**HURRICANE CITY SERIES:** 26-18
**TITLE:** Trouble Control Report
**STATE SERIES #:** GRS-1171

**DESCRIPTION:** This report is generated by telephone calls from private citizens or police departments concerning traffic signals that require repairs. Report is necessary for verification in litigation cases. It includes location, name of person reporting, date, time, report of trouble, description of trouble found, repair made, by whom, time arrived and time completed.

**RETENTION:** Retain for 7 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/1989)

# Purchasing
# Schedule 27


| | |
|---|---|
| Approved Vendor List | 27-1 |
| Request for Proposal Records | 27-2 |
| Prior Payment Report | 27-3 |
| Inventory Records | 27-4 |
| Cancelled Solicitation Files | 27-5 |
| Purchase Orders and Requisition Records | 27-6 |
| Supply Management Files | 27-7 |
| Sales and use tax records | 27-8 |
| Vendor List | 27-9 |

**HURRICANE CITY SERIES:** 27-1
**TITLE:** Approved Vendor List
**STATE SERIES #:** GRS-1975

**DESCRIPTION:** Lists of acceptable vendors and consultants who are eligible for contracting with the governmental entity to provide products or services.

**RETENTION:** After superseded, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 2/2018)

**HURRICANE CITY SERIES:** 27-2
**TITLE:** Request for Proposal Records
**STATE SERIES #:** GRS-1991

**DESCRIPTION:** These records are bids and proposals to provide products or services for a governmental entity. Information includes preliminary requirements for procurement of a commodity or service.

**RETENTION:** After end of project or program, retain for 6 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2018)

**HURRICANE CITY SERIES:** 27-3
**TITLE:** Prior Payment Report
**STATE SERIES #:** GRS-1364

**DESCRIPTION:** This report lists all payments made to individual vendors. The report includes vendor number and name, 1099 flag (for purchases over $600 which require an Internal Revenue Service form), purchase order number, invoice number, account number, check number and check date.

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 8/1996)

**HURRICANE CITY SERIES:** 27-4
**TITLE:** Inventory Records
**STATE SERIES #:** GRS-1360

**DESCRIPTION:** These records are used to maintain an inventory of supplies and equipment previously purchased by the district and their suppliers. Information includes item number, item description, names of suppliers, stock on hand and ordering information.

**RETENTION:** Retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 27-5
**TITLE:** Cancelled Solicitation Files
**STATE SERIES #:** GRS-1976

**DESCRIPTION:** Formal solicitations of offers to provide products or services (e.g., invitations for bids, requests for proposals, requests for quotations) which were canceled prior to the awarding of a contract. Information includes presolicitation documentation on the requirement, offers opened prior to cancellation, documentation on government action up to the time of cancellation and evidence of cancellation.

**RETENTION:** After final action, retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2005)

**HURRICANE CITY SERIES:** 27-6
**TITLE:** Purchase Orders and Requisition Records
**STATE SERIES #:** GRS-1544
**DESCRIPTION:** These records document the purchase of equipment and other materials made by a governmental entity. They are used as a planning tool and for verification purposes. Information includes a description of the item being ordered, requesting agency, name of vendor, delivery and payment details.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 27-7
**TITLE:** Supply Management Files
**STATE SERIES #:** GRS-1987

**DESCRIPTION:** Files of reports on supply requirements and procurement matters submitted for supply management purposes (other than those incorporated in case files or other files of a general nature).

**RETENTION:** Retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/1990)

**HURRICANE CITY SERIES:** 27-8
**TITLE:** Sales and use tax records
**STATE SERIES #:** GRS-193

**DESCRIPTION:** These records document sales taxes collected and remitted, as well as eligibility for exemption. Applicable sales tax forms, exemption certificates, and related records are included.
**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2019)

**HURRICANE CITY SERIES:** 27-9
**TITLE:** Vendor List
**STATE SERIES #:** GRS-190

**DESCRIPTION:** This is a list of vendors providing goods and services to the governmental entity. It usually includes names of vendors, addresses, phone numbers and descriptions of goods or services provided.

**RETENTION:** After superseded, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

# Recorder
# Schedule 28


| | |
|---|---|
| Condominium Plats | 28-1 |
| County Certificates of Discharge | 28-2 |
| Condominium Filings and Indexes | 28-3 |
| County Official Records | 28-4 |

**HURRICANE CITY SERIES:** 28-1
**TITLE:** Condominium Plats
**STATE SERIES #:** GRS-294

**DESCRIPTION:** These are "standard size original linen condominium plats . . . made by a registered Utah land surveyor," recorded with the county recorder. They include "a description of the surface of the land included within the project, including all angular and linear data along the exterior boundaries of the property ._._._ linear measurements and location, with reference to the exterior boundaries, of building or buildings ._._._ diagrammatic floor plans _._._._ description or delineation of the boundaries of the unit or convertible space _._._._ a distinguishing number or other symbol for every physical unit identified on the condominium plat; ._._._ to the location and dimensions of all easements appurtenant to the land included in the project; the 'convertible space' for each space . . . the location and dimension of any convertible lands" (UCA 57-8-13(1)_ (2004).

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated08/2023)

**HURRICANE CITY SERIES:** 28-2
**TITLE:** County Certificates of Discharge
**STATE SERIES #:** GRS-296

**DESCRIPTION:** These are notices of liens "payable to the United States of America, other federal liens created under acts of Congress or regulation" . . . "shall be recorded in the office of the county recorder" (UCA 38-6-1 (2003)). "A certificate of discharge of any federal tax lien issued by the proper officer, is recorded in the office of the county recorder where the notice of lien is recorded" (UCA 38-6-3_(2003)). The notice of lien is required to either be listed in an alphabetical federal lien index or by the grantor or grantee or grantor index(UCA 38-6-2 (2003)). The county recorder is also required to index the certificate of discharge (UCA 38-6-3 (2003)).

**RETENTION:** After final action, retain for 10 years; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/1991)

**HURRICANE CITY SERIES:** 28-3
**TITLE:** Condominium Filings and Indexes
**STATE SERIES #:** GRS-293

**DESCRIPTION:** The county recorder is required to maintain an index "whereby the record of each condominium project contains a reference to the declaration, each conveyance of, lien against, and all other instruments referring to a unit affected by such declaration, and the record of each conveyance of, lien against, and all other instruments referring to a unit shall contain a reference to the declaration of the property of which the unit is a part" (UCA_ 57-8-12(2)_(2004)).

**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 9/1991)

**HURRICANE CITY SERIES:** 28-4
**TITLE:** County Official Records
**STATE SERIES #:** GRS-305

**DESCRIPTION:** These are copies of all official records recorded with the county recorder including deeds, mortgages, mining records, military discharges, etc. Upon payment of fees for the same, the recorder must record in the "Official record' book all papers, documents, records, and other writings required or permitted by law to be recorded. In some counties all recorded instruments are compiled together as part of the "Official records", while others compile each type of instrument separately (See Deed records, Mortgage records, Mining records, Water records, etc.)

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 7/2018)

# Redevelopment
# Schedule 29


| | |
|---|---|
| Appraisal Project Records | 29-1 |
| Facade Project Files | 29-2 |
| Housing and Urban Development Historical Properties Grant Files | 29-3 |
| Owner Project Files | 29-4 |
| Housing and Urban Development Financial Records | 29-6 |

**TITLE:** Appraisal Project Records
**STATE SERIES #:** GRS-700

**DESCRIPTION:** These records are used to investigate a project's viability, determine costs, and negotiate for purchase of real property. Records may include evaluations of properties and structures within proposed projects; financial and architectural assessments and destructions of the condition of involved structures.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 29-2
**TITLE:** Facade Project Files
**STATE SERIES #:** GRS-704

**DESCRIPTION:** These files document the regranting of funds to restore exteriors of architecturally important structures in project areas. These grants are totally funded grants made to individual property owners for separately assessed structures. The files include a work contract, photographs and related correspondence.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 29-3
**TITLE:** Housing and Urban Development Historical Properties Grant Files
**STATE SERIES #:** GRS-706

**DESCRIPTION:** These files document the granting of Housing and Urban Development (HUD) funds for the rehabilitation of homes. These granted fund projects dealing with historic preservation, employment survey, and environmental review. These files include copies of the plan, copies of the original grant, final report, resolution, copies of council minutes and related correspondence (24 CFR 58 (1993)).

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

**HURRICANE CITY SERIES:** 29-4
**TITLE:** Owner Project Files
**STATE SERIES #:** GRS-708

**DESCRIPTION:** These project files document both successful and unsuccessful negotiations and ongoing agreements for the purchase of property for redevelopment projects. The files include copies of agreements and related correspondence.

**RETENTION:** After end of project or program, retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 29-5
**TITLE:** Housing and Urban Development Financial Records
**STATE SERIES #:** GRS-705

**DESCRIPTION:** These files document the granting of Housing and Urban Development (HUD) funds for the rehabilitation of homes. These projects concern historic preservation, employment survey, and environmental review. They include financial reports, preliminary reports, and all other financial records (24 CFR 58_ (1993)).

**RETENTION:** Retain for 3 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 5/2018)

# Risk Management

# Schedule 30


| | |
|---|---|
| Insurance Policy Contracts | 30-1 |
| Medical and Dental Insurance Claim Files | 30-2 |
| Safety Self-inspection Reports | 30-3 |
| Loss Control Inspection Reports | 30-4 |

**HURRICANE CITY SERIES:** 30-1
**TITLE:** Insurance Policy Contracts
**STATE SERIES #:** GRS-942

**DESCRIPTION:** These are insurance policy contracts between a government entity and private insurers.

**RETENTION:** After expiration of contractual agreement, retain for 15 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 30-2
**TITLE:** Medical and Dental Insurance Claim Files
**STATE SERIES #:** GRS-946

**DESCRIPTION:** These files contain medical and dental claims submitted by employees. They are used to track payment of the claims, and for cost analysis of insurance programs.

**RETENTION:** Retain for 4 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 11/2011)

**HURRICANE CITY SERIES:** 30-3
**TITLE:** Safety Self-inspection Reports
**STATE SERIES #:** GRS-1385

**DESCRIPTION:** These self-inspection survey reports are completed annually by each school on forms provided by the State Division of Risk Management. There are three separate required survey forms including the general survey, cafeteria/kitchen survey, and playground survey. The purpose of this report is to identify potential hazards within school buildings and on school sites. If the school completes these reports, it may receive a 15 percent discount on its insurance premium after a follow-up survey has been conducted. These safety inspections are submitted to the District Office, accumulated, and sent to the State Risk Management for evaluation by April 1st. These survey forms includes district name, date, school, name of person completing survey, and responses to survey questions (yes, no, not applicable). The State Division of Risk Management retains the record copy for twelve years.

**RETENTION:** After superseded, retain for 1 year; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/1997)

**HURRICANE CITY SERIES:** 30-4
**TITLE:** Loss Control Inspection Reports
**STATE SERIES #:** GRS-199

**DESCRIPTION:** Each year a governmental entity may undertake self-inspection to identify potential hazards within their buildings or on other grounds. If the agency completes this

report, they can get a 15 percent discount on their premium after a follow-up survey has been conducted.  This record might also be used as evidence in defense of a claim.

**RETENTION:** Retain for 12 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

# Security Services
# Schedule 31


| | |
|---|---|
| Liability Risk Management Case Files | 31-1 |
| Disaster Plan Records | 31-2 |
| Surveillance Recordings | 31-3 |
| Insurance Claim Records | 31-4 |

**HURRICANE CITY SERIES:** 31-1
**TITLE:** Liability Risk Management Case Files
**STATE SERIES #:** GRS-2013

**DESCRIPTION:** Case files of the reporting, investigation, and settlement of liability claims filed against the governmental agency.

**RETENTION:** Retain for 20 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

**HURRICANE CITY SERIES:** 31-2
**TITLE:** Disaster Plan Records
**STATE SERIES #:** GRS-2022

**DESCRIPTION:** Disaster plans for records and office operations ensure that essential government functions continue to be performed following natural disasters, accidents, technical, or attack related emergencies. Information includes plans for restoring operations and protecting facilities and resources. Disaster recovery training materials may be included.

**RETENTION:** After superseded, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/2014)

**HURRICANE CITY SERIES:** 31-3
**TITLE:** Surveillance Recordings
**STATE SERIES #:** GRS-2021

**DESCRIPTION:** These records consist of surveillance used to record activity on government property or involving government vehicles. Incidents requiring further evaluation are not included. For law enforcement dash-cam or body-cam footage, please use GRS-2027 Dispatch and patrol records.
**RETENTION:** After resolution of issue, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 2/2021)

**HURRICANE CITY SERIES:** 31-4
**TITLE:** Insurance Claim Records
**STATE SERIES #:** GRS-2010

**DESCRIPTION:** These records document coverage or compensation for a covered loss. Records may include validated claims and payments issued. These reports are used for the reference and generation of claim files.

**RETENTION:** Retain for 12 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 4/2018)

# Special Assessment
# Schedule 32


| | |
|---|---|
| Special Assessment Books | 32-1 |
| Special Assessment Project Governance Records | 32-2 |
| Special Assessment Project Administrative Records | 32-3 |
| Protest Files | 32-4 |
| Notices of Intention | 32-5 |

**HURRICANE CITY SERIES:** 32-1
**TITLE:** Special Assessment Books
**STATE SERIES #:** GRS-950

**DESCRIPTION:** These books record the levy and assessment of special taxes. They contain extension number, address, plat or subdivision; block and lot numbers; name of owner; address; number of front feet; amount paid on principle; interest; when paid; total amount paid and principal interest.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 6/1997)

**HURRICANE CITY SERIES:** 32-2
**TITLE:** Special Assessment Project Governance Records
**STATE SERIES #:** GRS-16555

**DESCRIPTION:** Special assessments are charges levied against a specific geographic area for specific benefits from public projects. These records are used to ensure legal requirements are met to establish the area. These records document the governing body's resolutions, hearings, ordinances, maps, and related records.

**RETENTION:** Retain permanently; then records may be transferred to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 1/2020)

**HURRICANE CITY SERIES:** 32-3
**TITLE:** Special Assessment Project Administrative Records
**STATE SERIES #:** GRS-16554

**DESCRIPTION:** Special assessments are charges levied against a specific geographic area for specific benefits from public projects. The records document the process of designating the assessment area, improvements, recommendations, protests, appeals, and related records. Project governance records are not included in this schedule.

**RETENTION:** Retain for 5 years after final action; then destroy.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 12/2019)

**HURRICANE CITY SERIES:** 32-4
**TITLE:** Protest Files
**STATE SERIES #:** GRS-949

**DESCRIPTION:** These are written protests by owners of property to be assessed in a special improvement district. The governing body hears protests and approves changes or cancels districts.

**RETENTION:** After resolution of issue, retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1989)

**HURRICANE CITY SERIES:** 32-5
**TITLE:** Notices of Intention
**STATE SERIES #:** GRS-948

**DESCRIPTION:** The City Council shall give "notice of its intention to make the improvements and to levy assessments to pay all or part of the costs of the improvements" before a special improvement district is created (UCA 17A-3-305 thru 17A-3-306 (2006)).

**RETENTION:** After final action, retain for 2 years; then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 3/1989)

# Surveyor
# Schedule 33


| | |
|---|---|
| Recorded Surveys and Index | 33-1 |
| Local Tie Records | 33-2 |

**HURRICANE CITY SERIES:** 33-1
**TITLE:** Recorded Surveys and Index
**STATE SERIES #:** GRS-384

**DESCRIPTION:** These are recorded surveys, drawings, maps, and narratives that establish private property, rights-of-way, and boundary monuments. Information may include monuments, state plane grid coordinates, surveyor's notes, and related records. Indexes are included in this schedule.
**RETENTION:** Retain permanently; then transfer records to the archives.
**DISPOSITION:** May be transferred to the State Archives
**PRIMARY CLASSIFICATION:** Public
(Last Updated 1/2019)

**HURRICANE CITY SERIES:** 33-2
**TITLE:** Local Tie  Records
**STATE SERIES #:** GRS-380

**DESCRIPTION:** These records document the permanent corner locations of each section or quarter section.? Information includes township, section, range, monuments, corners, survey measurements, markers, and survey or replacement date to allow for accurate location of corner.

**RETENTION:** After superseded, then destroy records.
**DISPOSITION:** Destroy
**PRIMARY CLASSIFICATION:** Public
(Last Updated 10/2019)

**DISCUSSION FOR OCTOBER 1, 2026**
To: Hurricane City Council
From: Gary Cupp, Planning Director

**Background/Request:**
The applicant requests a zone change from Single Family Residential R1-10 to Single Family Residential R1-8 on a nonconforming parcel with the intent of constructing a single-family dwelling. The lot is nonconforming because it does not meet R1-10 development standards, which require a minimum lot area of 8,000 square feet (subject lot is 7,595 square feet in area) and an 80-foot frontage (subject lot has only 75 feet). It should also be noted that there are no utility connections stubbed to the property despite utility infrastructure being present on adjacent lots and in the surrounding subdivisions. These issues came to light when the applicant submitted a building permit application to construct a residence on the property, at which time staff informed him of the nonconformities relating to the lot's area and frontage, and the lack of utilities, and explained to him that these conditions are possible indicators of an unlawfully created lot.

Hurricane City Code (HCC) section 10-8-6 provides that a nonconforming lot may be developed if the lot was a legal lot at the time the applicable zoning standards were established, and HCC section 10-8-10 places the burden of demonstrating that a lot is legally nonconforming on the applicant. The applicant's narrative states that the parcel existed as a separate lot as early as the 1970s, and city records show this area has been within city limits since at least 1960. The applicant has provided documentation establishing the lot's existence as a separate parcel back to 1985, and based on the review of available records, staff has determined that the property was zoned R1-10 in 1985, and that R1-10 zoning at that time included the same minimum lot area and frontage standards as are currently required. However, the applicant has not been able to provide sufficient documentation to verify that the parcel was legally created; thus, staff cannot make a determination that the parcel qualifies as a legally nonconforming lot under City code.

Strict application of the code would not allow a building permit to be issued on a potentially illegal lot. Since the applicant has not been able to demonstrate the lot's legal creation, as an alternative to not allowing the lot to be developed staff advised the applicant that a zone change to R1-8 should be requested. The R1-8 zoning district has minimum lot area and frontage requirements that the property can conform to. If this zone change is approved, the parcel would no longer be nonconforming with respect to zoning standards, however, this solution would not legalize the lot. Notwithstanding, since the lot's legal status is undetermined either way, staff is supportive of allowing the applicant's

building permit application to move forward subject to compliance with all other applicable City requirements. The alternative of not issuing a building permit on an otherwise developable lot would unreasonably preclude the development of needed single-family housing.

**Planning Commission Review and Recommendation:**
A public hearing was held at the September 24, 2026, Planning Commission meeting and no public comments or objections to the proposed zone change were received. The Planning Commission had no concerns with the zone change request and voted unanimously to recommend approval to the City Council.

**Property Information:**
Location – 1024 N Main Street
Property Size – approx. 0.17 acres
Current Zoning – R1-10
General Plan – Single Family
Existing Development – Vacant, undeveloped lot.
Parcel No. H-311-C-2

**Findings:**
Staff review of the approval standards cited in section 10-7-7(E) of the Hurricane City Code for consideration of zone changes:

***1. Is the proposed amendment consistent with the goals, objectives, and policies of the City's General Plan?*** The General Plan Map designates this area as "Single Family", which advises densities consistent with R1-15, R1-10, R1-8, and R1-6. This request meets the General Plan Map for the area. The property is part of a broader single-family neighborhood and is close to schools and parks.

***2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?*** Development in the area is zoned and developed similarly, with the denser RM-1 across the street from this property. The proposed zone change amendment is harmonious with development in the area.

***3. Will the proposed amendment adversely affect the adjacent property?*** The proposed zone change conforms with the densities recommended by the General Plan for the area, and most of the immediately adjacent property is developed in a similar manner

as proposed for the subject property, which will mitigate any potential adverse effects on neighboring properties.

***4. Are public facilities and services adequate to serve the subject property?*** There are no concerns with the adequacy of public facilities to serve this property.

**Recommendation:**

In practical terms, absent approval of the requested zone change, or sufficient evidence establishing the legal nonconforming status of the lot, the property would not be developed and would not provide needed single-family housing in the city. Staff therefore recommends approval of the zone change request.

PLANNING & ZONING
HURRICANE CITY
UTAH

**STAFF COMMENTS**

| | |
|---|---|
| **Agenda Date:** | **05/28/2026 - Planning Commission** |
| **Application Number:** | ZC26-14 |
| **Type of Application:** | Zone Change |
| **Action Type:** | Legislative |
| **Applicant:** | Scott Brady |
| **Agent:** | N/A |
| **Request:** | Zone Change from R1-10 to R1-8. |
| **Location:** | 1024 N Main St. |
| **Zoning:** | R1-10 |
| **General Plan Map:** | Single Family |
| **Recommendation:** | Recommend approval to the City Council. |
| **Report Prepared by:** | Fred Resch III |

**Discussion:**

The applicant requests a zone change from Single Family Residential R1-10 to Single Family Residential R1-8 for a nonconforming parcel for the purpose of constructing a single-family dwelling. After the applicant submitted a building permit application for the property, staff identified potential nonconformities related to the parcel's lot area, frontage, and lack of utility connections stubbed to the property, despite utility infrastructure being present in the surrounding subdivisions, which are possible indicators of an unlawfully created lot. The parcel is located on North Main Street, just north of 975 N, and is approximately 7,595 square feet in area with approximately 75 feet of frontage along Main Street. These dimensions do not meet R1-10 development standards, which require a minimum lot area of 8,000 square feet and an 80-foot frontage. The parcel has existed for an extended period; the applicant's narrative states that the parcel existed as a separate lot as early as the 1970s, and city records show this area has been within city limits since at least 1960. However, the applicant has provided documentation establishing its existence as a separate parcel only as far back as 1985, and based on the review of available records, staff determined that the property was zoned R1-10 at that time, and that the R1-10 zoning included the same minimum lot area and frontage standards as are currently required.

Hurricane City Code section 10-8-6 provides that a nonconforming lot may be developed if the lot was a legal lot at the time the applicable standards were established or changed. HCC section 10-8-10 places the burden of demonstrating that a lot is legally nonconforming on the applicant. Because the applicant has not provided sufficient documentation to verify that the parcel was a legal lot when the applicable lot area and frontage requirements were established, staff cannot determine that the parcel qualifies as a legally nonconforming lot under the City's code. As an alternative, staff advised the applicant that a zone change to R1-8 could be requested. The R1-8 zoning district has minimum lot area and frontage requirements that the parcel would conform to. If the zone change is approved, the parcel would no

longer be nonconforming with respect to lot area and frontage, allowing staff to continue processing the building permit application subject to compliance with all other applicable City requirements.

**Adjacent Zoning and Land Uses**

| | Zoning | Adjacent Land Use |
|---|---|---|
| **North** | R1-10 | Single Family Homes |
| **East** | R1-10 | Single Family Homes |
| **South** | R1-10, MH/RV | Single Family Homes, manufactured homes |
| **West** | RM-1 | Single Family Homes |



*Vicinity Map*

Zone changes on any parcel of land within the City of Hurricane requires consideration of the following factors pursuant to Title 10 – Hurricane City Land Use Ordinance, Section 10-7-7 (cited below):

***10-7-7: ZONING MAP AND TEXT AMENDMENTS:***

*E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the City Council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:*

*1. Whether the proposed amendment is consistent with goals, objectives and policies of the City's general plan;*

*2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*

*3. The extent to which the proposed amendment may adversely affect adjacent property; and*

*4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

**Analysis:**

***1. Is the proposed amendment consistent with the goals, objectives, and policies of the City's General Plan?***

**Response**: The General Plan Map designates this area as "Single Family", which advises densities consistent with R1-15, R1-10, R1-8, and R1-6. This request meets the General Plan Map for the area. The property is part of a broader single-family neighborhood and is close to schools and parks.

***2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?***

**Response**: Development in the area is zoned and developed similarly, with the denser RM-1 across the street from this property. Overall, the amendment is harmonious with development in the area.

***3. Will the proposed amendment adversely affect the adjacent property?***

**Response:** The proposed amendment is within the densities approved by the General Plan for the area, and most of the immediately adjacent property is developed in a similar manner as proposed for the subject property, which will mitigate any potential adverse effects on the property.

***4. Are public facilities and services adequate to serve the subject property?***

**Response**: See JUC comments below. There are no concerns with the adequacy of public facilities to serve this property.

**JUC Comments:**
*The following comments will need to be addressed*

1. **Public Works:** Approved.
2. **Power:** Approved.
3. **Sewer:** Lot will need a sewer lateral installed for development.
4. **Streets:** Approved.
5. **Water:** Approved.
6. **Engineering**: No comments.
7. **Fire:** Approved.

8. **Cable:** Approved.
9. **Phone:** Approved.
10. **Fiber:** Approved.
11. **Gas:** Approved.
12. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

**Staff Comments:**

1. If approved, the applicant will need to get a new set of utility connections approved by the Joint Utility Committee before a building permit can be approved.

**Findings:**
Staff makes the following findings:

1. The application complies with the standards within the General Plan and General Plan Map.
2. Most of the surrounding development is single family homes.
3. The proposed amendment will not adversely impact the area.
4. Services are anticipated to be adequate to serve the area and proposed project.

**Recommendation:** The Planning Commission should review this application based upon the standards within the Hurricane City Code and consider any comments received at the public hearing. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to staff and JUC comments.

- Effect of approval: Approval of the zone change would remove the lot-area and frontage deficiencies associated with the R1-10 zoning designation and allow the City to continue processing the applicant's building permit application, subject to compliance with all other applicable City requirements.
- Effect of disapproval: Unless the applicant is able to establish that the parcel qualifies as a legal nonconforming lot under HCC section 10-8-6, which may not be possible based on staff review of existing records, the City would not be able to process the building permit application based on the parcel's existing R1-10 zoning.
- In practical terms, absent approval of the requested zone change, or sufficient evidence establishing legal nonconforming status, the parcel will not be developed and will not provide needed single-family housing.

I am requesting a zoning change from a R-1-1- to a R-1-8 zoning. It is a smooth transition from the trailer home abutting on the south to the home zoned R-1-10 on the north side. Across the street on the west is zoned RM-1. My property was legally created back in the 1970's. I intend to build a single family home on the site that will appraise for more than any other home within 350 feet of the subject property.

ORDINANCE NO ZC26-14

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE ZONE CHANGE FOR PARCEL H-311-C-2 FROM SINGLE FAMILY RESIDENTIAL 10 (R1-10) TO SINGLE FAMILY RESIDENTIAL 8 (R1-8)

***WHEREAS***, Utah Code 10-9a allows Cities to regulate land use within their boundaries; and

***WHEREAS***, the proposed amendment is generally compatible with the current General Plan; and

***WHEREAS***, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

***WHEREAS,*** the proposal will not have an adverse impact on the surrounding area; and

***WHEREAS,*** there are adequate facilities to support the proposed zone change; and

***WHEREAS,*** the Planning Commission gave a positive recommendation on the proposed zone change.

***BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:***

That parcel H-311-C-2 is rezoned from Single Family Residential 10 (R1-10) to Single Family Residential 8 (R1-8).

PASSED AND APPROVED on this 1st day of October 2026.

Hurricane City

_____
Clark Fawcett, Mayor

Attest:

_____
Cindy Beteag, City Recorder

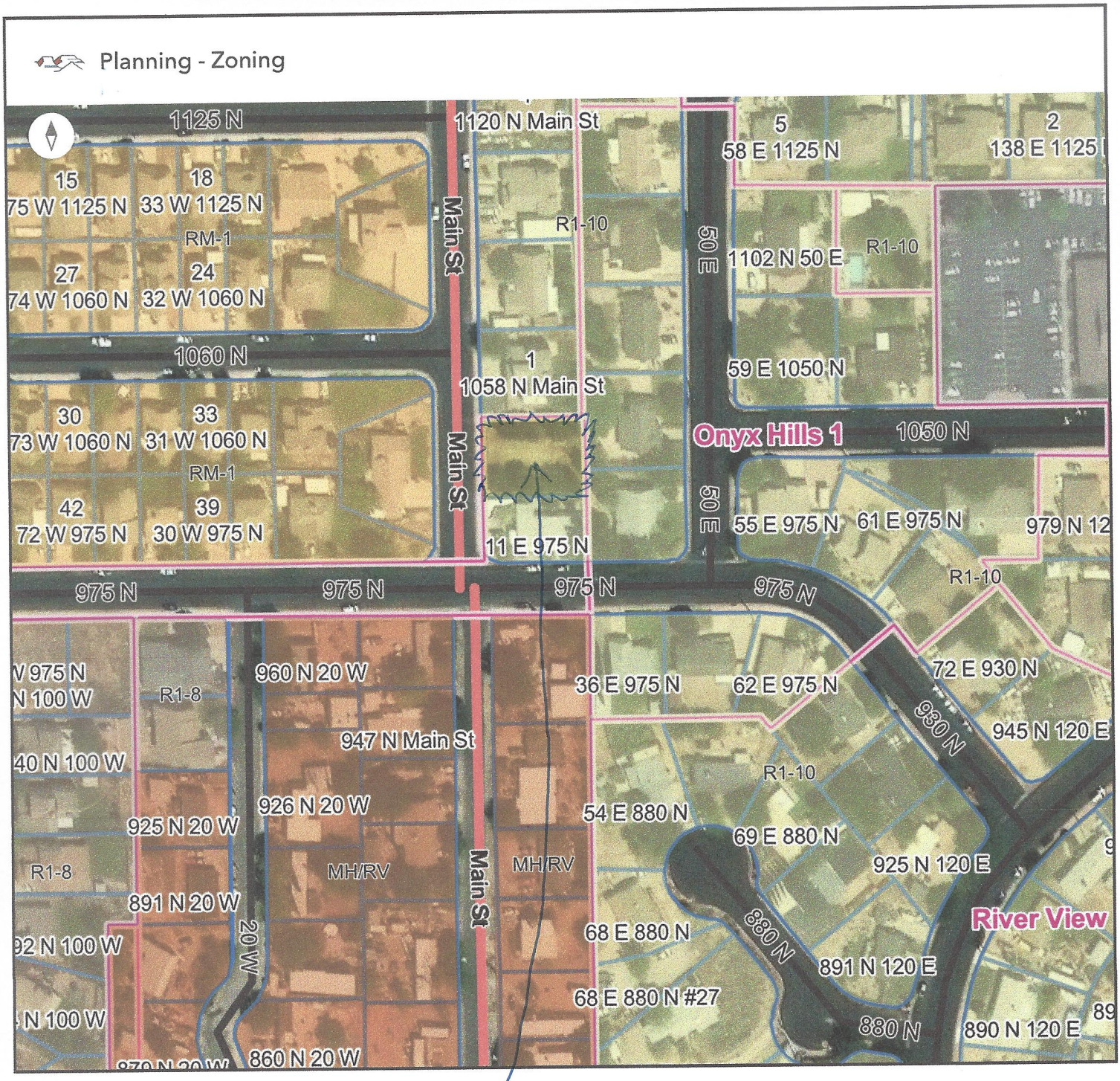
The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 1st day of October 2026. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

| | Yea | Nay | Abstain | Absent |
|---|---|---|---|---|
| Joseph Prete | ___ | ___ | ___ | ___ |
| Dave Imlay | ___ | ___ | ___ | ___ |
| Lynn Excell | ___ | ___ | ___ | ___ |
| Amy Werrett | ___ | ___ | ___ | ___ |
| Merlin Spendlove | ___ | ___ | ___ | ___ |

_____
Cindy Beteag, City Recorder

**EXHIBIT A**

ZONING MAP




ZONED R-1-10 PRESENTLY. I WOULD LIKE TO CHANGE IT TO R-1-8