

**NOTICE OF SPECIAL MEETING OF THE
MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF ST. GEORGE,
WASHINGTON COUNTY, UTAH**

Public Notice

Public notice is hereby given that the Municipal Building Authority of the City of St. George, Washington County, Utah, will hold a special meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, July 6, 2023 commencing on or about 6:00 p.m.

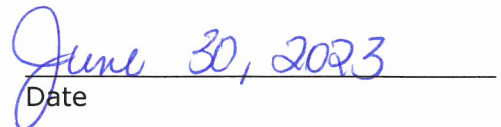
The agenda for the meeting is as follows:

- 1. CONSIDER APPROVAL OF RESOLUTION NO. MBA-2023-001R OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF ST. GEORGE, UTAH AUTHORIZING THE ISSUANCE AND SALE BY THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF ST. GEORGE OF NOT MORE THAN \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS LEASE REVENUE BONDS, SERIES 2023; AND RELATED MATTERS.**

BACKGROUND and RECOMMENDATION: On June 1, 2023, the Permanent Community Impact Fund Board (the "Board") authorized a \$10,000,000 loan at a 3.5% interest rate for a term of 30 years to the Municipal Building Authority of St. George City (the "Issuer") for the construction of a vertical multi-level parking structure adjacent to the new St. George City Hall. The Board will not begin accruing interest until one year after the date of issuance which provides approximately 12 months of 0% interest and a cost-saving of approximately \$350,000. The loan will be evidenced by a Lease Revenue Bond to be issued by the Issuer and purchased by the Board. Tonight's item is to consider approval of a resolution authorizing the issuance and sale by the Municipal Building Authority of the City of St. George not more than \$10,000,000 aggregate principal amount of its Lease Revenue Bonds, Series 2023; and related matters. Staff recommends approval of the resolution.

- 2. Consider approval of the minutes of the Municipal Building Authority meeting held December 5, 2019.**


Christina Fernandez, Secretary


Date

REASONABLE ACCOMMODATION: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. Please contact the City Human Resources Office, 627-4671, at least 24 hours in advance if you have special needs.



Agenda Date: 07/06/2023

Agenda Item Number: 01

Subject:

CONSIDER APPROVAL OF RESOLUTION NO. MBA-2023-001R OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF ST. GEORGE, UTAH AUTHORIZING THE ISSUANCE AND SALE BY THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF ST. GEORGE OF NOT MORE THAN \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS LEASE REVENUE BONDS, SERIES 2023; AND RELATED MATTERS.

Item at-a-glance:

Staff Contact: Chad Moultrie

Applicant Name: City of St. George, Jason Burningham Rep

Reference Number: N/A

Address/Location:

175 East 200 North

Item History (background/project status/public process):

On June 1, 2023, the Permanent Community Impact Fund Board (the "Board") authorized a \$10,000,000 loan at a 3.5% interest rate for a term of 30 years to the Municipal Building Authority of St. George City (the "Issuer") for the construction of a vertical multi-level parking structure adjacent to the new St. George City Hall. The Board will not begin accruing interest until one year after the date of issuance which provides approximately 12 months of 0% interest and a cost-saving of approximately \$350,000. The loan will be evidenced by a Lease Revenue Bond to be issued by the Issuer and purchased by the Board. Tonights item is to consider approval of a resolution authorizing the issuance and sale by the Municipal Building Authority of the City of St. George not more than \$10,000,000 aggregate principal amount of its Lease Revenue Bonds, Series 2023; and related matters. Staff recommends approval of the resolution.

Staff Narrative (need/purpose):

On June 1, 2023, the Permanent Community Impact Fund Board (the "Board") authorized a \$10,000,000 loan at a 3.5% interest rate for a term of 30 years to the Municipal Building Authority of St. George City (the "Issuer") for the construction of a vertical multi-level parking structure adjacent to the new St. George City Hall. There were alternative financing options studied, including public market transactions and private placement of bonds, however, the CIB was the best option. The loan will be evidenced by a Lease Revenue Bond to be issued by the Issuer and purchased by the Board. The FY 2023-2024 Budget estimates the total cost of the parking structure for the new city hall facility to be \$10,771,500. \$10,000,000 of this project will be funded through the authorized loan from the Community Impact Fund Board and the remaining \$771,500 will be funded from the available fund balance in the General Capital Project Fund. The parking structure will be a multi-level 146,000 square-foot cast-in-place, steel-reinforced concrete parking structure adjacent to the new city hall. The 4-level public parking structure will be constructed on a 1-acre parcel connected to the new city hall and will include two bridges, 306 angled parking spaces, two egress/ingress ramps, one elevator, signage, and xeriscape landscaping. Tonights item is to consider approval of a Parameters Resolution that will move forward with the issuance of this debt and related matters. Tonights resolution includes the following major elements:(1) Authorizes the issuance and sale of the Municipal Building Authoritys Lease Revenue Bonds, Series 2023, in a total principal amount of not more than \$10,000,000.00, sets parameters for the issuance, delegates authority for approval of final terms within the set parameters and sets a public hearing date as August 3, 2023, at 5:00 pm to receive input from the public with respect to the series 2023 bonds and providing for notification.(2) Approval of a Master Lease Agreement between the Municipal Building Authority of the City of St. George and the City of St. George for the lease of the parking structure to the city.(3) Approval of related security documents that provide for the parking structure to serve as collateral for the loan.

Name of Legal Dept approver: Jami Brackin

Budget Impact:

Cost for the agenda item: \$10,000,000

Amount approved in current FY budget for item: \$10,000,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

Permanent Community Impact Fund Board (the "Board") authorized \$10,000,000 loan at a 3.5% interest rate for a term of 30 years to the Municipal Building Authority of St. George City

Recommendation (Include any conditions):

Staff recommends approval.

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF ST. GEORGE, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board of the Municipal Building Authority of the City of St. George (the “Authority”), will be held at the St. George City Hall, 175 East 200 North, St. George, Utah at 5:00 p.m. on July 6, 2023, for the purpose of authorizing the issuance and sale of the Authority’s Lease Revenue Bonds, Series 2023, in a total principal amount of not more than \$10,000,000, 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 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

Boardmember

Boardmember

Boardmember

Boardmember

Boardmember

St. George, Utah

July 6, 2023

The Governing Board of the Municipal Building Authority of the City of St. George, Utah (the “Authority”), met in special session on July 6, 2023, at the St. George City Hall, 175 East 200 North, St. George, Utah at 5:00 p.m. with the following members of the Board present:

Michele Randall	Chair/President
Jimmie Hughes	Boardmember
Dannielle Larkin	Boardmember
Natalie Larsen	Boardmember
Gregg McArthur	Boardmember
Michelle Tanner	Boardmember

Also present:

Christina Fernandez	Secretary-Treasurer
John Willis	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 July 6, 2023 meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to a motion duly made by _____ and seconded by _____, adopted by the following vote:

AYE:

NAY:

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

RESOLUTION NO. MBA-_____

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF ST. GEORGE (THE “AUTHORITY”) OF NOT MORE THAN \$10,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS LEASE REVENUE BONDS, SERIES 2023 (THE “SERIES 2023 BONDS”); DELEGATING TO CERTAIN OFFICERS OF THE AUTHORITY THE ABILITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2023 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; CALLING A PUBLIC HEARING; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION BY THE AUTHORITY OF A MASTER RESOLUTION, MASTER LEASE AGREEMENT, SECURITY DOCUMENTS, AND OTHER DOCUMENTS NECESSARY FOR THE ISSUANCE OF THE SERIES 2023 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 the City of St. George, Utah (the “City”) has previously authorized and directed the creation of the Municipal Building Authority of the City of St. George (the “Authority”); and

WHEREAS, pursuant to the direction of the Governing Board of the Authority (the “Governing Board”), 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 (the “LBA Act”), Title 17D, Chapter 2, of the Utah Code Annotated 1953, as amended (the “Utah Code”); and

WHEREAS, pursuant to the provisions of the LBA Act and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (together, the “Act”), the Governing Board 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 2023 (to be issued in one or more series and with any other series or title designations of the Authority) (the “Series 2023 Bonds”), in the aggregate principal amount of not to exceed \$10,000,000 to (a) finance construction of a parking structure and all related improvements

(the “Series 2023 Project”) and (b) pay costs associated with the issuance of the Series 2023 Bonds; and

WHEREAS, the Authority is the owner of the site on which the Series 2023 Project is to be located; and

WHEREAS, the Act provides for the posting of a Notice of Public Hearing and Bonds to Be Issued and the Authority desires to post such notice in compliance with the Act with respect to the Series 2023 Bonds; 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 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 2023 Bonds and (c) provide for a 30-day period in which the registered voters of the City may submit a written petition requesting an election to approve or disapprove the issuance of the Series 2023 Bonds; and

WHEREAS, the Authority desires to lease the Series 2023 Project, as lessor, on an annually renewable basis, to the City, as lessee, pursuant to the terms and provisions of a Master Lease Agreement (the “Lease”) each by and between the Authority and the City in substantially the form presented to this meeting and attached hereto as Exhibit C; and

WHEREAS, the Authority proposes to finance the Series 2023 Project and pay costs of issuance by means of the issuance of the Series 2023 Bonds to be issued pursuant to a Master Resolution (the “Master Resolution”) in substantially the form presented to this meeting and attached hereto as Exhibit B; and

WHEREAS, to further secure its payment obligations under the Master Resolution, the Authority proposes to grant a lien on and security interest in the Series 2023 Project pursuant to a Leasehold Deed of Trust, Assignment of Rents and Security Agreement, (the “Deed of Trust”) in substantially the form presented to this meeting and attached hereto as Exhibit D (collectively the “Security Documents”)

WHEREAS, it is anticipated that the Authority will sell the Series 2023 Bonds to the State of Utah Permanent Community Impact Fund Board (the “Purchaser”); and

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

WHEREAS, the City has or is expected to authorize, approve and direct the execution of the Master Lease and the Security Documents by the City and to authorize the issuance of the Series 2023 Bonds, and the financing of the Series 2023 Project by the Authority and to further authorize the execution of the Master Lease, the Master Resolution and the Security Documents and certain other acts to be taken by the Authority in connection therewith; and

WHEREAS, in order to allow the Authority flexibility in setting the pricing date of the Series 2023 Bonds, the Authority desires to grant to any one of the Chair/President, City Manager, City Administrative Services Director or Budget & Financial Planning Manager (collectively, the “Designated Officer”) the authority to approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2023 Bonds shall be sold and any changes with respect thereto from those terms which were before the Authority 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, it is hereby resolved by the Governing Board of the Municipal Building Authority of the City of St. George as follows:

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

Section 2. The Governing Board hereby finds and determines that it is in the best interests of the Authority and residents of the City for the Authority to issue not more than \$10,000,000 aggregate principal amount of the Series 2023 Bonds (to be issued in one or more series), to bear interest at a rate or rates of not to exceed three and one-half percent (3.50%) per annum, to mature in not more than thirty-two (32) years from their dated date, and to be sold at a price not less than one-hundred percent (100%) of the total principal amount thereof to (i) finance the Project and (ii) pay costs of issuance of the Series 2023 Bonds, all pursuant to this Resolution, the Master Resolution and the Master Lease, all substantially in the forms attached hereto, as shall be approved by the Designated Officer, all within the Parameters set forth herein. The issuance of the Series 2023 Bonds shall be subject to the final approval of Bond Counsel and to the approval of the Attorney for the Authority.

Section 3. The Master Resolution, in substantially the form presented to this meeting and attached hereto as Exhibit B is hereby authorized, approved, and confirmed, and the Chair/President or Vice Chair/President and Secretary-Treasurer are hereby authorized and directed to execute and deliver the same on behalf of the Authority.

Section 4. The Master Lease and 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 Chair/President and Secretary-Treasurer are hereby authorized and directed to execute and deliver the same on behalf of the Authority.

Section 5. The Designated Officer of the Authority is authorized to make any alterations, changes or additions to the Master Resolution, Master Lease, Security Documents, the Series 2023 Bonds, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2023 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 Purchaser or the provisions of the laws of the State of Utah or the United States.

Section 6. The form, terms, and provisions of the Series 2023 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Chair/President or Vice Chair/President and Secretary-Treasurer are hereby authorized and directed to execute and seal the Series 2023 Bonds and to deliver said Series 2023 Bonds to the Purchaser. The signatures of the Chair/President or Vice Chair/President and the Secretary-Treasurer may be by facsimile or manual execution.

Section 7. Upon their issuance, the Series 2023 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2023 Bonds, the Master Resolution and the Security Documents. No provision of this Resolution, the Master Resolution, the Master Lease, the Security Documents, the Series 2023 Bonds, or any other instrument, shall be construed as creating a general obligation of the Authority or the City or as 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.

Section 8. The Designated Officer or other 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 (including, but not limited to, post-issuance compliance policies and any escrow agreement permitted under the Master Resolution) and other papers 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 9. After the Series 2023 Bonds are delivered to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of the Series 2023 Bonds is deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 10. The Authority shall hold a public hearing on August 3, 2023 at 5:00 p.m. to receive input with respect to (a) the Series 2023 Bonds and (b) the potential economic impact that the Series 2023 Project 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 as a Class A notice under Section 63G-30-102 (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, (iii) in a public location within the City, and (iv) in a public location in or near the affected area of the Authority that is reasonably likely to be seen by the residents of the affected area of the Authority. The Secretary-Treasurer shall cause a copy of this resolution (together with all exhibits hereto) to be kept on file in the Secretary-Treasurer's offices for public examination during regular business hours until at least thirty (30) days from and after the initial posting thereof. The Issuer directs its officers and staff to post a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, and the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (collectively, the “Act”), on July 6, 2023 the Governing Board (the “Governing Board”) of the Municipal Building Authority of the City of St. George, Utah (the “Authority”) adopted a resolution (the “Resolution”) declaring its intention to issue its Lease Revenue Bonds, Series 2023 (to be issued in one or more series and with such other or further designation(s) as the Authority may determine) (the “Bonds”).

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Authority shall hold a public hearing on August 3, 2023, at the hour of 5:00 p.m. The location of the public hearing is 175 East 200 North, St. George, Utah. The purpose of the meeting is to receive input from the public with respect to (i) the issuance of the Bonds and (ii) 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 THE BONDS

The Bonds will be issued for the purpose of (a) financing the construction of a parking structure and all related improvements (the “Series 2023 Project”) and (b) paying issuance expenses of the Bonds.

PARAMETERS OF THE BONDS

The Authority intends to issue the Bonds in the principal amount of not to exceed Ten Million Dollars (\$10,000,000), to bear interest at a rate or rates of not to exceed three and one-half percent (3.50%) per annum, to mature in not more than thirty-two (32) years from their date or dates of issuance, and to be sold at a price not less than one-hundred percent (100%) of the total principal amount thereof, plus accrued interest to the date of delivery.

The Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as part of said Resolution, a form of Master Resolution (the “Master Resolution”), a Master Lease Agreement (the “Master Lease”) and certain Security Documents (the “Security Documents”), which were before the Governing Board and attached to the Resolution at the time of the adoption of the Resolution and said Master Resolution, Master Lease and Security Documents and are to be executed by the Authority in such form and with such changes thereto as shall be approved by the Authority; provided that the principal amount, interest rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

Copies of the Resolution, Master Resolution, Master Lease and Security Documents are on file in the office of the City Recorder of the City of St. George (the “City”) located at 175 East 200 North, St. George, 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 Friday, for a period of at least thirty (30) days from and after the last date of posting of this notice.

SECURITY FOR THE BONDS

The Bonds are to be issued under and secured by and entitled to the protection of the Master Resolution, pursuant to which all base rentals payable by the City of St. George, Utah (the “City”) under the Master Lease and, if paid by the City, the Purchase Option Price, are assigned to secure the payment of principal of, interest on, and premium, if any on the Bonds. Additionally, a security interest in the Project shall be granted to the holders of the Bonds pursuant to the Master Lease, to further secure the Authority’s obligations under the Master Resolution.

OUTSTANDING BONDS SECURED BY LEASE REVENUES

The Authority currently has no bonds outstanding secured by lease revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer’s outstanding bonds may be found in the Issuer’s financial report (the “Financial Report”) at: <https://reporting.auditor.utah.gov/searchreport>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Tiffany LaJoice, Finance Manager at (435) 627-4000.

TOTAL ESTIMATED COST

Based on the Issuer’s current Project plan of finance and a current estimate of interest rates, the total principal and interest cost of the Bonds if held until maturity is \$16,309,940.

NOTICE IS HEREBY GIVEN that a period of thirty (30) days from and after the last 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 Master Resolution, Master Lease or Security Documents, 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; and (ii) registered voters 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 registered voters of the City are filed with the Authority during said thirty (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 registered voters of the

City file a written petition during said thirty (30) day period, the Authority may proceed to issue the Bonds without an election.

DATED this July 6, 2023.

/s/ Christina Fernandez
Secretary-Treasurer

Section 11. The Authority hereby reserves the right to opt not to issue the Bonds for any reason.

Section 12. The Authority hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Series 2023 Project. The Series 2023 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Series 2023 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 2023 Bonds which will be issued to finance the reimbursed costs of the Series 2023 Project is not expected to exceed \$10,000,000.

Section 13. 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 July 6, 2023.

Chair/President

ATTEST AND COUNTERSIGN:

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.

Chair/President

ATTEST AND COUNTERSIGN:

Secretary-Treasurer

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

I, Christina Fernandez, the duly appointed and qualified Secretary-Treasurer of the Municipal Building Authority of the City of St. George, Utah (the “Authority”), do hereby certify according to the records of the Governing Board of the Authority in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Governing Board held on July 6, 2023, 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 July 6, 2023, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102: (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 (ii) in a public location withing the City and (c) in a public location in or near the affected area of the Authority that is reasonably likely to be seen by the residents of the affected area of the Authority.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said Authority, on July 6, 2023.

Secretary-Treasurer

(SEAL)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Christina Fernandez, the undersigned Secretary-Treasurer of the Municipal Building Authority of the City of St. George (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 July 6, 2023 public meeting held by the Authority as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the Authority’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; and

(b) 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://pnm.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

The Authority does not schedule its meetings in advance over the course of the year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this July 6, 2023.

Secretary-Treasurer

SCHEDULE 1

NOTICE OF MEETING

EXHIBIT B

FORM OF MASTER RESOLUTION

EXHIBIT C
FORM OF
MASTER LEASE AGREEMENT

EXHIBIT D
(SECURITY DOCUMENTS)

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF ST.
GEORGE, UTAH

MASTER RESOLUTION AUTHORIZING THE
ISSUANCE AND SALE OF
\$ _____
LEASE REVENUE BONDS, SERIES 2023

Dated as of _____, 2023

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MASTER RESOLUTION

WHEREAS, the City of St. George, Utah (the “City”), has previously authorized and directed the creation of the Municipal Building Authority of the City of St. George, Utah (the “Authority”), pursuant to the provisions of a resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the City Council (the “City Council”) 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 constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Nonprofit Corporation Act”) and the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, (the “Local Building Authority Act,” and together with the Nonprofit Corporation Act, the “Acts”); 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, improve, or extend one or more projects and to finance their cost on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority 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 Acts 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 and the City desire to (a) finance the construction of a parking structure and all related improvements (collectively, the “Project”) and (b) pay costs associated with the issuance of the Series 2023 Bonds; and

WHEREAS, the Authority is the owner of the real property on which the Project is to be located; and

WHEREAS, the Authority now desires to finance such Project through the issuance of its Lease Revenue Bonds, Series 2023 (the “Series 2023 Bonds”); and

WHEREAS, pursuant to a Master Lease Agreement dated as of even date herewith between the Authority and the City (the “Master Lease”), the City will lease, as lessee, the Project from the Authority on an annually renewable basis; and

WHEREAS, pursuant to the provisions of a Resolution adopted on July 6, 2023 (the “Authority Resolution”), the Governing Board of the Authority (the “Governing Board”) has authorized, approved, and directed 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 Project, including the issuance of the Series 2023 Bonds hereunder; and

WHEREAS, it has been determined by the City and the Authority that the estimated amount necessary to finance the Project, including necessary expenses incidental thereto, will require the issuance, sale, and delivery of the Series 2023 Bonds in the total principal amount of \$_____ as hereinafter provided; and

WHEREAS, the Authority has determined that the Series 2023 Bonds shall be secured as provided herein and has ascertained and determined that the provisions herein contained for protecting and enforcing the rights and remedies of the registered owners of such Series 2023 Bonds are reasonable, proper, and in accordance with law, and that this Master Resolution is necessary to the performance of its duties and the execution of its powers under law, and does deem and determine all of the provisions herein contained to be reasonable and proper for the security of the registered owners of the Series 2023 Bonds; and

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

WHEREAS, the Series 2023 Bonds in registered form and the certificate of authentication to be endorsed on the Series 2023 Bonds if issued as State Bonds are to be in substantially the appropriate form set forth in Exhibit A, and if issued as Exchange Bonds are to be in substantially the appropriate form set forth in Exhibit B hereto, with appropriate variations, omissions, and insertions as permitted or required by this Master Resolution; and

WHEREAS, all things necessary to make the Series 2023 Bonds when authenticated by the Authority and issued as in this Master Resolution provided, the valid, binding, and legal obligations of the Authority according to the import thereof, and to constitute this Master Resolution a valid assignment and pledge of the amounts pledged to the payment of the principal of and premium, if any, on the Series 2023 Bonds, and to constitute this Master Resolution a valid assignment of (a) the rights of the Authority with respect to the Project under the Master Lease (except the rights of the Authority under Sections 6.3(d), 13.3 and 14.5 of the Master Lease) and (b) the rights of the City with respect to the Project have been done and performed and the creation, execution, and delivery of this Master Resolution, and the creation, execution, and issuance of the Series 2023 Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, be it resolved by the Governing Board of the Municipal Building Authority of the City of St. George, Utah, as follows:

ARTICLE I

DEFINITIONS

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

“Authority” means the Municipal Building Authority of the City of St. George, Utah.

“Bond Documents” means the Master Lease, the Security Documents, and this Master Resolution.

“Bond Fund” means the bond fund established under Section 6.2 herein.

“Bondholder” 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 this Master Resolution.

“CIB” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“City” means the City of St. George, Utah, and its successors and assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Escrow Account” means the escrow account created and administered under the Escrow Agreement by the Escrow Agent.

“Escrow Agent” means the Treasurer for the State of Utah, or its successors and assigns.

“Escrow Agreement” means the Escrow Agreement by and among the Authority, the City, the CIB, and the Escrow Agent.

“Event of Default” means any occurrence or event specified in and defined by Section 10.1 hereof.

“Exchange Bonds” means the fully registered Series 2023 Bonds issued in substantially the appropriate form set forth in Exhibit B, in exchange for the State Bond representing the Series 2023 Bonds, or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“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; and

(c) Zero Coupon United States Treasury Bonds.

“Investment Obligations” shall mean any investment permitted for investment of public funds under the State Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, with an appropriate market value and of an appropriate maturity.

“Master Lease” means the Master Lease Agreement between the City and the Authority dated as of _____, 2023 and supplements thereto.

“Original Issue Date” means the initial delivery date of the Series 2023 Bonds.

“Outstanding” or “Bonds Outstanding” means all Bonds which have been authenticated and delivered by the Authority under this Master Resolution, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds shall have been theretofore deposited with a trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given;

(c) Bonds in lieu of which others have been authenticated under Section 3.4, Section 3.8, Section 3.9, Section 3.10 and Section 4.5 hereof; and

(d) Bonds deemed paid under Article IX of this Master Resolution.

“Paying Agent” with respect to the Series 2023 Bonds means the Secretary-Treasurer of the Authority, and his/her successors.

“Principal Payment Date” means each _____, commencing _____, 20__.

“Project” means the construction of a parking structure and all related improvements, as more fully described in Exhibit C hereto.

“Project Site” means real property, as more fully described in Exhibit C hereof, upon which the Project is located. The Project Site may be increased, from time-to-time, by the City.

“Registrar” with respect to the Series 2023 Bonds means the Secretary-Treasurer of the Authority, and his/her successors.

“Reserve Fund Requirement” means, with respect to the Series 2023 Bonds, \$_____, which amount shall be built up pursuant to the terms of the Master Lease and this Master Resolution, in six (6) annual installments of approximately \$_____ beginning on _____, 20__.

“Security Documents” means the Deed of Trust, Assignment of Rents and Security Agreement with respect to the Project.

“Series 2023 Bonds” or “Bond” means the Authority’s Lease Revenue Bonds, Series 2023 issued in the aggregate principal amount of \$_____.

“State Bond or Bonds” means the single fully registered Series 2023 Bond issued in substantially the appropriate forms set forth in Exhibit A.

ARTICLE II

THE SERIES 2023 BONDS

Section 2.1. Authorized Amount of Bonds. No Series 2023 Bonds may be issued under the provisions of this Master Resolution except in accordance with this Article. The total principal amount of Series 2023 Bonds that may be issued is hereby expressly limited to \$_____ except as provided in Section 3.4, Section 3.5, Section 3.8, Section 3.9, Section 3.10, and Section 4.5 hereof.

Section 2.2. Issuance of Series 2023 Bonds. For purposes of (a) financing the cost of constructing the Project and (b) paying costs of issuance of the Series 2023 Bonds, the Authority hereby authorizes the issuance of its Series 2023 Bonds in the principal amount of \$_____. The Series 2023 Bonds shall be issued (i) if issued as State Bonds, in substantially the form set forth in Exhibit A, and (ii) if issued as Exchange Bonds, in substantially the form set forth in Exhibit B; in fully registered form, shall bear interest at the rate of ___ percent (___%) per annum. If issued as Exchange Bonds, the Series 2023 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2023 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2023 Bonds shall be designated as, and shall be distinguished from Bonds of all other Series by the title, “Municipal Building Authority of the City of St. George, Utah Lease Revenue Bonds, Series 2023.”

The Series 2023 Bonds shall bear interest at the rate of ___ percent (___%) per annum and shall accrue on the unpaid principal balance of the Series 2023 Bonds from _____, 2024 and shall be payable annually beginning _____, 20__ and on each _____ thereafter until the Series 2023 Bonds are paid in full. Principal on the Series 2023 Bonds shall be paid in installments beginning _____, 20__, and continuing on each _____ thereafter until the Series 2023 Bonds are paid in full, as follows:

Payment Date (_____)	Amount of <u>Principal Payment</u>
-------------------------	---------------------------------------

If any annual installment of principal and interest on the Series 2023 Bonds is not paid when due and payable, the Authority shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid.

Except as provided in the next succeeding paragraph, payments, whether at maturity or by redemption shall be payable upon presentation and surrender for payment of the Series 2023 Bonds by check in any currency which on the date of payment is legal tender for the payment of debts due the United States of America, to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at its address as it appears on the registration books of the Authority maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner.

So long as the CIB is the Registered Owner of the State Bonds, payments of principal and interest shall be made by check or draft and mailed to the CIB as the Registered Owner at the address shown on the registration books maintained by the Registrar.

ARTICLE III

EXECUTION, AUTHENTICATION, DELIVERY, EXCHANGE AND REGISTRATION OF SERIES 2023 BONDS

Section 3.1. Execution; Limited Obligation. The Series 2023 Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of the Chair/President of its Governing Board and shall have impressed or imprinted thereon the official seal of the Authority and be attested with the facsimile or manual signature of the Secretary-Treasurer of the Governing Board of the Authority. All authorized facsimile signatures shall have the same force and effect as if manually signed.

The Series 2023 Bonds shall not be a general obligation 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 and other amounts derived from the leasing of the Project (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Series 2023 Bonds or to income from the temporary investment thereof and, under certain circumstances, to moneys held in funds or accounts by the Authority to proceeds from insurance policies, performance bonds, condemnation awards, and liquidation proceeds with respect to the Project) and shall be a valid claim of the respective Bondholders thereof only against the Bond Fund, the Reserve Fund and other moneys held by the Authority and the Base Rentals, and other amounts derived from the leasing of the Project 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 Series 2023 Bonds and shall be used for no other purpose than to pay the principal of the Series 2023 Bonds, except as may be otherwise expressly authorized in this Master Resolution or in the Master Lease. The Authority shall not be obligated to pay the principal of and interest on such Series 2023 Bonds, or other costs incident thereto except from the moneys pledged therefor under this Master Resolution. The Series 2023 Bonds 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 Series 2023 Bonds, interest 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 and interest on the Series 2023 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 Non-appropriation. In such event, all payments from the City under the Master Lease will terminate, and the Series 2023 Bonds and interest thereon will

be payable solely from and to the extent of such moneys, if any, as may be held by the Authority under this Master Resolution (except amounts held for the payment of Bonds not deemed Outstanding) and any moneys made available from a liquidation of the Project subsequent to foreclosure of the lien of this Master Resolution and the Security Documents. No deficiency judgment subsequent to foreclosure of the lien of this Master Resolution 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 this Master Resolution 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. No judgment requiring a payment of money may be entered against the City under the Master Lease.

Section 3.2. Authentication. No Series 2023 Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Master Resolution unless and until a certificate of authentication on such Series 2023 Bonds substantially in the form herein below set forth shall have been duly executed by the Secretary-Treasurer of the Authority, and such executed certificate upon any such Series 2023 Bonds shall be conclusive evidence that such Bond has been authenticated and delivered under this Master Resolution. The certificate of authentication on any Series 2023 Bonds shall be deemed to have been executed by an authorized officer of the Authority if executed by the Secretary-Treasurer of the Authority, but it shall not be necessary that the same person acting as Secretary-Treasurer sign the certificate of authentication on all of the Series 2023 Bonds.

Section 3.3. Delivery of Series 2023 Bonds. Upon the execution and delivery of this Master Resolution, the Authority shall execute and deliver and the Secretary-Treasurer of the Authority shall authenticate the Series 2023 Bonds and deliver them to the CIB as directed by the Authority as hereinafter in this Section 3.3 provided.

Prior to the delivery of the Series 2023 Bonds, there shall be filed with the Authority:

(a) A copy, duly certified by the Secretary-Treasurer of the Authority of a resolution adopted by the Governing Board of the Authority, and a copy, duly certified by the City Recorder of the City, of a resolution of the City Council of the City, authorizing the issuance of the Series 2023 Bonds and the execution and delivery of this Master Resolution, the Master Lease and the Security Documents;

(b) Original executed counterparts of the Master Lease, the Security Documents, and this Master Resolution;

(c) An ALTA mortgagee's policy, or commitment therefor, of mortgage title insurance in an amount equal to the principal amount of the Series 2023 Bonds, issued by a title insurance company satisfactory to the Authority insuring that (i) the Authority is the owner of the Project Site, (ii) the Project is subject only to Permitted Encumbrances, and (iii) the Security Documents constitute a first lien on the Project Site subject only to Permitted Encumbrances. The policy shall also provide protection against any mechanic's or materialman's liens. In the event that title insurance on any portion of the property interests described above cannot be

provided at the time of issuance of the Series 2023 Bonds, delivery of such title insurance shall be provided prior to disbursement of amounts to pay costs of such portion of the Project; and

(d) A certificate or other documentation evidencing that the City has insured the Project as required by Article IX of the Master Lease.

Section 3.4. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the Authority may execute and 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 Authority, and in the case of any lost, stolen, or destroyed Bond, there shall be first furnished to the Authority evidence of such loss, theft, or destruction satisfactory to the Authority, together with an indemnity satisfactory to them. In the event any such Bond shall have matured or is about to mature, instead of issuing a duplicate Bond, the Authority may pay the same without surrender thereof making such requirements as it deems fit for its protection, including a lost instrument bond or other satisfactory indemnity. The Authority may charge the Bondholder of such Bond with its reasonable fees and expenses in this connection.

Section 3.5. Exchange of State Bonds to Exchange Bonds. As long as the CIB is the sole Registered Owner of the Series 2023 Bonds, the Series 2023 Bonds shall be issued only as the State Bond in the form prescribed in Exhibit A. It is recognized that the CIB may sell or otherwise transfer the Series 2023 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63B, Chapter 1b, Utah Code Annotated 1953, as amended, or otherwise. In the event the CIB determines to sell or otherwise transfer all or a portion of the Series 2023 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the State Bonds may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 3.5 hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.6 hereof. Any Series 2023 Bonds, or any portion thereof, which is sold or otherwise transferred or liquidated by the CIB pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit B, and shall be executed pursuant to an authorization contained in Section 3.6 hereof. Each payment on the State Bond not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bond, in authorized denominations, and of like maturity. The Authority and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Authority to accomplish the exchange of the State Bond for Exchange Bond, provided that the CIB shall pay or cause to be paid all costs and other charges incident to such exchange and the Authority shall have no obligation to pay any such costs or charges. The Secretary-Treasurer is hereby authorized to sign the authentication certificate on the Exchange Bond when issued. The Exchange Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit until the Secretary-Treasurer has signed such authentication certificate on the Bond.

Section 3.6. Registration Provisions. The Authority shall cause books for the registration and for the transfer of the Series 2023 Bonds to be kept by the Secretary-Treasurer who is hereby appointed the Registrar of the Issuer with respect to the Series 2023 Bonds. Any Series 2023 Bonds 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 Series 2023 Bonds 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 Series 2023 Bonds duly endorsed by or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Authority shall execute and deliver in the name of the transferee or transferees, a new Bond or Bond of the same maturity for a like aggregate principal amount as the Series 2023 Bonds surrendered for transfer. Series 2023 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2023 Bonds of other authorized denominations and the same series and maturity. The execution by the Authority of any Series 2023 Bonds of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2023 Bonds. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2023 Bonds for redemption.

The Series 2023 Bonds surrendered for final payment, redemption, or exchange, shall be promptly canceled and destroyed by the Authority.

The Authority, the Registrar, and the Paying Agent may treat and consider the person in whose name each Series 2023 Bonds 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 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 any Bond shall be made only to or upon order of the Registered Owner thereof or his 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 Authority may require the payment by the Registered Owner requesting exchange or transfer of Series 2023 Bonds of any tax or other governmental charge and any service charge 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 3.7. Destruction of Bond. Whenever any Outstanding Bond shall be delivered to the Authority for cancellation pursuant to this Master Resolution, upon final payment of the principal amount represented thereby, or for replacement or exchange, transfer or partial redemption pursuant to Section 3.4, Section 3.5, Section 3.8, or Section 4.5 hereof, such Bond shall be promptly canceled and cremated or otherwise destroyed by

the Authority and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Authority to the City.

Section 3.8. Temporary Bonds. Bonds may be initially issued in temporary form exchangeable for definitive Bond when ready for delivery. The temporary Bond shall be of such denomination or denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Master Resolution as may be appropriate. Every temporary Bond shall be executed and authenticated by the Authority upon the same conditions and in substantially the same manner as the definitive Bond. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds at the Authority's expense (and without cost to the Bondholders of such temporary Bond) without unreasonable delay and thereupon the temporary Bond may be surrendered for cancellation and exchange therefor at the principal office of the Authority, and the Authority shall authenticate and deliver in exchange for such temporary Bond an equal aggregate principal amount of definitive registered Bond of authorized denominations of the same series and the same maturity. Until so exchanged, the temporary Bond shall be entitled to the same benefits under this Master Resolution as a definitive Bond authenticated and delivered hereunder.

Section 3.9. Issuance of Refunding Bonds. To the extent permitted by law, the Authority may, at the request of the City, authorize the issuance of Refunding Bonds upon the terms and conditions provided herein and in Section 11.7 of the Master Lease. Refunding Bonds may be issued to provide funds to refund the Bond then Outstanding, in whole or in part, and to pay the costs of the issuance and sale of the Refunding Bonds and other costs reasonably related to the financing as shall be agreed upon by the City and the Authority; provided, however, that (a) the Authority shall not be in default under this Master Resolution, the Security Documents, or the Master Lease or any provision thereof or hereof, and the issuance of Refunding Bonds shall not constitute a default under the Master Lease or cause any violation of the covenants or representations of the City or the Authority in the Master Lease, the Security Documents, or in this Master Resolution; (b) no Event of Default or Event of Non-appropriation shall have occurred under the Master Lease; (c) the Authority shall have otherwise complied with the provisions of this Section 3.9 with respect to the issuance of such Refunding Bonds; and (d) if the CIB is the present owner of the Series 2023 Bonds, the Authority shall have obtained the prior written approval of the CIB for the Authority to issue the Refunding Bonds for the Bonds owned by the CIB.

Section 3.10. Additional Bonds. So long as the Master Lease is in effect and no Event of Default under this Master Resolution, the Security Documents, or the Master Lease has occurred and is continuing and so long as no Event of Non-appropriation has occurred and is continuing, one or more series of Additional Bonds may be issued, authenticated, and delivered for the purpose of financing (a) costs to complete construction of the Project (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Series 2023 Bonds, or to income from the temporary investment thereof and, under certain circumstances, to moneys held in funds or accounts by the Authority, to proceeds from insurance policies, performance bonds, condemnation awards, and liquidation proceeds with respect to the Project), (b) costs of additions or improvements to

the Project, or (c) the cost of acquiring, constructing, equipping, and furnishing of any sites, buildings, or equipment or continuation thereof, for the use and benefit of the City, but only to the extent that (d) such additional sites, buildings, and equipment, or any combination thereof, constitute a “project” within the meaning of the Local Building Authority Act, and (e) the Master Lease, if applicable and the Security Documents are amended as herein provided to include such sites, buildings, and equipment as part of the Project thereunder. 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 Additional Bonds may be issued in one or more series, shall be authenticated by the Authority and, upon payment to the Authority of the proceeds of said sale of Additional Bonds, they shall be delivered by the Authority to or upon the order of the purchasers thereof, but only upon there being filed with the Authority:

(a) Evidence of the authorization of the Authority for such issuance, and an approval by the City of the terms of the Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed as required under the Master Lease;

(b) Original executed counterparts of a supplemental resolution, a supplement (if necessary) to the Security Documents and an amendment of the Master Lease expressly providing that, for all purposes of this Master Resolution and the Master Lease the “Project” shall include any facilities being financed by the Additional Bonds and that the Bond shall mean and include the Additional Bond being issued as well as any Bond and Additional Bond theretofore issued, 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 Non-appropriation shall occur, the principal of and interest, if any, on the Bond and the Additional Bonds being issued and any Additional Bonds theretofore issued, 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 resolution rather than as provided in this Master Resolution, and may differ from the provisions with respect to the Bond set forth in this Master Resolution, except that interest, if any, on such Additional Bonds shall be payable on _____ of each year during the term thereof and principal of the Additional Bond shall, in each year in which principal and interest falls due, be payable on _____;

(c) A written opinion of nationally recognized bond counsel, to the effect that the issuance of the Additional Bonds and the execution thereof have been duly authorized, all conditions precedent to the delivery thereof have been fulfilled;

(d) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Series 2023 Bonds, which endorsement shall insure to the date of issuance of such Additional Bonds and the recording of any supplement to the Security Documents 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 principal amount of the Additional Bonds plus the amount of coverage originally provided in such policy and naming the Authority and the Registered Owner of the Bond as an insured or, in the alternative, such policy shall be delivered prior to any disbursements being made for such portion of the Project for which a policy cannot be delivered at closing;

(e) A copy, duly certified by the City Recorder of the City, of the resolution adopted and approved by the City Council of the City approving the issuance of such Additional Bonds and the terms thereof;

(f) 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-Treasurer of the Authority, of the project contract and architect's agreement with respect to such construction and the performance and payment bond covering such project contract, or a requirement to deliver the same prior to disbursements being made with respect to such portion 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, as so improved and extended, in compliance with Section 17D-2-302 of the Local Building Authority Act;

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

(h) A written opinion of counsel to the Authority as to the legal, valid, and binding nature of the amendment to the Master Lease, and the supplement to this Master Resolution and the Security Documents as against the Authority and such other matters as may be reasonably required by the purchasers of such Additional Bonds;

(i) 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 this Master Resolution, the Security Documents, or the Master Lease and there has not occurred and is then continuing an Event of Non-appropriation;

(j) If the CIB is the present owner of the Series 2023 Bonds, the written approval of the CIB for the Authority to issue the Additional Bonds; and

(k) Such other agreements, certificates, documents, and opinions as are required to be delivered to the purchasers of such Additional Bonds, each in form

and substance satisfactory to the Authority and, as to opinions, addressed to the Authority if the Authority so directs.

Each series of Additional Bonds issued pursuant to this Master Resolution shall be equally and ratably secured under this Master Resolution and the Security Documents with the Bond and all other series of Additional Bonds, if any, theretofore issued pursuant to this Master Resolution, without preference, priority, or distinction of any Bond over any other thereof.

ARTICLE IV

REDEMPTION OF BOND BEFORE MATURITY

Section 4.1. Redemption Dates and Prices. (a) The Series 2023 Bonds are subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments thereof, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid, plus accrued interest on delinquent payments, if any, to the date of prepayment or redemption.

(b) The Series 2023 Bonds are also subject to prepayment and redemption in whole on any date, if (i) the 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 Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Master Lease) 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 and replacing the Project, and (iii) the City elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the City with respect to the Project under the Master Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project thereunder, and possession of the Project shall be surrendered to the Authority for the Bondholders. All right, title, and interest of the City and the Authority in any funds or accounts created under the Master Resolution (other than amounts held for the payment of principal of and interest on the Bond not then deemed Outstanding) shall be held by the Authority and applied to the prepayment or redemption of the Bond at the earliest date practicable. Thereafter, the Security Documents may be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and 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 Master Resolution (except moneys held for the payment of principal of the Bond, plus accrued interest, if any, not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bond as the Authority may determine at the earliest date practicable. Such prepayment

or redemption of the Bond shall be made upon payment of the principal amount of the Bond then Outstanding, all in accordance with the Master Resolution. IN THE EVENT THE BONDS ARE TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THE BOND AGAINST THE AUTHORITY OR THE CITY.

If called for prepayment at any time pursuant to the provisions above, the Series 2023 Bonds shall be subject to prepayment by the Authority in whole or in part except that in the event that the amount available to prepay such Bonds under paragraph (i) above, following a liquidation of all of the Project, is less than the amount required to pay the principal of the Bonds to the prepayment date, the Bonds shall be redeemed in whole and the amount available therefor applied as provided in Section 10.8(b) hereof. Except as otherwise provided above, in the event that the Bonds are prepaid, such prepayment will be made at a price (expressed as a percentage of principal amount) of 100% plus accrued interest on delinquent payments to the prepayment date.

Section 4.2. Notice of Redemption.

(a) In the event any Series 2023 Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 4.2. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all registered owners of Series 2023 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 forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Series 2023 Bond, including series, to be redeemed, the identification numbers of the Series 2023 Bond being redeemed;

(ii) any other descriptive information needed to identify accurately the Series 2023 Bond being redeemed, including, but not limited to, the original issue date of such Series 2023 Bond;

(iii) in the case of partial redemption of any Series 2023 Bond, 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 Series 2023 Bond or portion thereof called for redemption; and

(vii) the place where such Series 2023 Bond is 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) Upon the payment of the redemption price of Series 2023 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Series 2023 Bond being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of such a redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

(d) Notice of redemption shall be given, not more than forty-five (45) nor less than thirty (30) days prior to the redemption date, to registered owners of the Series 2023 Bond, or portions thereof, to be redeemed. A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to registered owners of Series 2023 Bonds or portions thereof redeemed but who failed to deliver Series 2023 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 registered owner of such Series 2023 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 Series 2023 Bonds.

(e) In case any Series 2023 Bond is to be redeemed in part only, the notice of redemption which relates to such Series 2023 Bond shall state also that on or after the redemption date, upon surrender of such Series 2023 Bonds, a new Series 2023 Bonds in principal amount equal to the unredeemed portion of such Series 2023 Bonds will be issued.

Section 4.3. Redemption Payments. Except as otherwise provided in Section 2.2 hereof, no payment shall be made by the Authority upon any Bond or portion thereof called for prepayment or redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Authority shall have received the items required by Section 3.4 hereof with respect to any mutilated, lost, stolen, or destroyed Bond.

Section 4.4. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and cremated or otherwise destroyed by the Authority in accordance with Section 3.7 hereof.

Section 4.5. Partial Redemption of Bond. Upon surrender of any Exchange Bond for prepayment or redemption in part only, the Authority shall execute, authenticate, and deliver to the Bondholder thereof a new Exchange Bond or Bond of the same series and the same maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Exchange Bond surrendered, which new Exchange Bond or Bonds shall be a fully registered Exchange Bond or Bonds.

ARTICLE V

GENERAL COVENANTS

Section 5.1. Payment of Principal and Interest. The Authority covenants that it will promptly pay the principal and interest, if any, of every Bond issued under this Master Resolution at the place, on the dates, and in the manner provided herein and in the respective Bond according to the true intent and meaning thereof, but solely from the Base Rentals and, if paid by the City under the Master Lease, the Purchase Option Price with respect to the Project, the purchase option price and other amounts pledged therefor which are from time to time held by the Authority in the Bond Fund and the Reserve Fund. The principal and interest, if any, on the Bond are payable solely from the Base Rentals and, if paid by the City, the Purchase Option Price with respect to the Project, and other amounts derived from the leasing of the Project and otherwise as provided herein, in the Deed of Trust, 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 Series 2023 Bonds or in this Master Resolution 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 interest on any of the Series 2023 Bonds or for the performance of any pledge, obligation, or agreement undertaken by the Authority except to the extent that the moneys pledged herein, or assets granted herein or in the Security Documents as security, are sufficient therefor.

Section 5.2. Performance of Covenants; the Authority. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Master Resolution, 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 covenants that it is duly authorized under its Articles, the Constitution and laws of the State of Utah, including a resolution duly adopted by the City Council of the City, to issue the Series 2023 Bonds authorized hereby and to execute this Master Resolution, 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 on its part for the issuance of the Bond and the execution and delivery of the Master Lease,

the Security Documents, and this Master Resolution has been duly and effectively taken, and that the Series 2023 Bonds in the hands of the Bondholders are and will be valid and enforceable special, limited obligations of the Authority according to the terms thereof and hereof.

Section 5.3. Ownership; Instruments of Further Assurance. The Authority covenants that it will own the Project and any property becoming a part of the Project 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 Project and each part thereof, 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. To the extent necessary and to the extent it may lawfully do so, the City will join with the Authority in any action taken by the Authority pursuant to the provisions of the preceding sentence. The Authority will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered such resolutions supplemental hereto and such further acts, instruments, and transfers as reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming all and singular the Project, the Base Rentals, Purchase Option Price, and other amounts pledged hereby to the payment of the principal of and interest on the Series 2023 Bonds. The Authority, except as herein and in the Master Lease provided, will not sell, convey, mortgage, encumber, or otherwise dispose of any part of the Project 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 5.4. Perfection of Security Interest.

(a) This Master Resolution creates a valid and binding pledge and assignment of and security interest in all of the personal property pledged as part of the Project, Base Rental, and Additional Rentals under this Master Resolution as security for payment of the Series 2023 Bonds, enforceable by the Bondholder 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 be prior to any judicial lien hereafter imposed on the personal property pledged as part of the Project to enforce a judgment against the Authority on a simple contract.

Section 5.5. Inspection of Project Books. All books and records of the Authority wherever located relating to the Project and the Base Rentals, the Additional Rentals, Purchase Option Price, and other amounts derived from the Project shall at all reasonable times be open to inspection by such accountants or other agents as the Bondholders may from time to time designate.

Section 5.6. List of Bondholders. The Authority shall keep a list of names and addresses of the Bondholders of all Series 2023 Bonds as from time to time registered on the registration books of the Authority maintained by the Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations, said list may be inspected and copied by the City or by Bondholders (or a designated representative thereof) of fifteen percent (15%) or more in aggregate principal

amount of the Series 2023 Bonds then Outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Authority.

Section 5.7. Rights under Master Lease and the Security Documents. The Master Lease and the Security Documents set forth the covenants and obligations of the Authority and the City. 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 may enforce all rights of the Authority and all obligations of the City under and pursuant to the Master Lease and the Security Documents for and on behalf of the Bondholders, whether or not the Authority is in default hereunder.

Section 5.8. Designation of the Secretary-Treasurer as Bond Registrar and Paying Agent and Designation of Any Additional Paying Agents. The Secretary-Treasurer is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Series 2023 Bonds. The Authority may appoint additional paying agents from time to time by giving notice of such appointments to the Bondholders. The Authority hereby covenants and agrees to cause the necessary arrangements to be made for the making available of funds hereunder for the payment of such of the Series 2023 Bonds as shall be presented when due at the principal office of the Paying Agent.

Section 5.9. Filing of Records. So long as any Series 2023 Bonds remain outstanding, proper books of record and account will be kept by the Authority separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Project. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts, and data relating thereto and to inspect the Project and all properties constituting the Project. Except as otherwise provided herein, the Authority further agrees that it will within one hundred eighty (180) days following the close of each fiscal year (the term "fiscal year" as used in this subsection meaning whatever twelve-month period the Authority may from time to time be using for general financial accounting purposes) cause an annual financial report 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 Project, and that such annual financial report will be available for inspection by each Bondholder; provided, however, during such periods of time as the CIB is the registered owner of the State Bond, each such annual financial report will be supplied to the CIB as soon as completed without prior request therefor by the CIB. Each such annual financial report, in addition to whatever matters may be thought proper by the accountant to be included therein, shall include the following:

- (a) A statement in detail of the income and expenditures of the Project for such fiscal year;
- (b) A balance sheet as of the end of such fiscal year;
- (c) The accountant's comments regarding the manner in which the Authority has carried out the requirements of this Master Resolution, and the accountant's recommendations for any change or improvement;

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

(e) An analysis of all funds and accounts created in this Master Resolution, setting out all deposits and disbursements made during the fiscal year and the amount in each fund or account at the end of the fiscal year.

The CIB may, upon written request from the Authority setting forth the reasons why an annual financial report is not necessary or is impractical, waive the annual financial report requirements for any particular fiscal year set forth in this Section 5.9.

ARTICLE VI

REVENUES AND FUNDS

Section 6.1. Source of Payment of Bond. The Series 2023 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 Project under the Master Lease and as provided herein.

The Project has been leased under the Master Lease and the Base Rentals and the Purchase Option Price provided in Sections 6.2 and 12.1, respectively, of the Master Lease are to be remitted directly to the Authority and deposited in the Bond Fund along with all other moneys authorized or required to be deposited in the Bond Fund under the Master Lease. Such Base Rentals and Purchase Option Price are hereby pledged to such payment.

Section 6.2. Creation of Bond Fund. There is hereby created and held by the Authority and ordered established a fund to be designated “Municipal Building Authority of the City of St. George, Utah Bond Fund,” which shall be used to pay the principal of the Series 2023 Bonds.

Section 6.3. Payments into Bond Fund. There shall be deposited into the Bond Fund, all accrued interest received, if any, as and when received, (i) any amount in the Escrow Account directed to be paid into the Bond Fund pursuant to Section 7.3 of the Master Lease or any amount in the Reserve Fund directed to be paid into the Bond Fund in accordance with the provisions of Section 6.7 hereof; (ii) any Net Proceeds of any insurance policy, performance bond, or condemnation award to be deposited in the Bond Fund pursuant to Sections 10.2 and 10.3 of the Master Lease; (iii) all Base Rentals, and, if paid by the City, the Purchase Option Price with respect to the Project specified in Sections 6.2 and 12.1 of the Master Lease; and (iv) all other moneys received by the Authority under and pursuant to any of the provisions 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 Series 2023 Bonds issued hereunder are Outstanding, it will deposit in the Bond Fund for its account, any moneys

which are pledged under this Master Resolution for the payment of the principal of and interest on the Series 2023 Bonds and which are required to be deposited into the Bond Fund.

The Authority covenants and agrees that should there be an Event of Default or an Event of Non-appropriation under the Master Lease with the result that the right of possession of the Project is returned to the Authority, the Authority shall fully cooperate with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by any Bondholder, shall use its best efforts to secure a purchaser or another lessee of the Project so that at all times sufficient rents and other amounts will be derived from the Project promptly to meet and pay the principal of and interest on the Series 2023 Bonds as the same become due and payable, as well as to cover the cost of all Additional Rentals with respect to the Project required under the Master Lease. Nothing herein shall be construed as requiring the Authority to operate the Project or to use any funds or revenues from any source other than the rents and other amounts derived from the Project.

Section 6.4. Use of Moneys in Bond Fund. Except as provided herein, moneys in the Bond Fund shall be used solely for the payment of the principal of the Series 2023 Bonds including mandatory sinking fund payments, if any, of principal of and interest on the Series 2023 Bonds, and for the redemption of the Series 2023 Bonds prior to maturity, and the Bond Fund shall be depleted for such purposes at least annually. The Authority shall maintain subaccounts within the Bond Fund with respect to each series of Series 2023 Bonds in order to properly utilize all moneys deposited therein for their intended purposes, it being the intent hereof that, except as otherwise provided herein, all Series 2023 Bonds authorized hereunder will be equally secured by an equal lien pledge of moneys deposited in the Bond Fund.

Section 6.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Authority, and the Authority shall withdraw sufficient funds from the Bond Fund to pay the principal of and interest on the Series 2023 Bonds as the same become due and payable, and to utilize the moneys in the Bond Fund as provided in Section 6.4 hereof.

Section 6.6. Creation of Reserve Fund. There is hereby created and established with the Authority a trust fund in the name of the Authority to be designated “Municipal Building Authority of the City of St. George, Utah Reserve Fund” which shall be expended in accordance with the provisions of Section 6.7 hereof.

Section 6.7. Deposit to and Use of Moneys in the Reserve Fund. Beginning _____, 20__, and thereafter on the first day of each ____, the Authority will deposit the amount of approximately \$_____, in six (6) annual installments until there is on deposit in the Reserve Fund, the Reserve Fund Requirement for the Series 2023 Bonds in the amount of \$_____. The Authority may maintain subaccounts within the Reserve Fund in order to properly utilize all moneys deposited therein for their intended purposes. Any moneys held in the Reserve Fund shall be invested and reinvested by the Authority in Investment Obligations. Moneys held in the Reserve Fund shall be applied as follows:

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

(b) In the event that the City shall exercise its option to purchase the Project and terminate its payment obligations under the Master Lease upon payment of the Purchase Option Price, the Authority shall transfer all moneys held in the Reserve Fund to the Bond Fund.

In the event moneys are drawn from the Reserve Fund to pay principal of and/or interest on the Series 2023 Bonds such that there shall be remaining in said fund an amount less than the Reserve Fund Requirement, the Authority shall replenish the Reserve Fund to the Reserve Fund Requirement upon the deposit of Additional Rentals to be paid by the City pursuant to Section 6.2 of the Master Lease.

On each _____, any moneys held in the Reserve Fund in excess of the Reserve Fund Requirement shall be immediately transferred to the Bond Fund. To the extent so paid, such excess shall reduce the amount of the succeeding Base Rental otherwise payable under the Master Lease.

Section 6.8. Deposit of Series 2023 Bonds Proceeds; Disbursements. The proceeds from the sale of the Series 2023 Bonds shall be deposited at the time of delivery in the Escrow Account to be administered by the Escrow Agent as provided in the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2023 Bonds. Any unexpended balance from proceeds of the Series 2023 Bonds remaining in the Escrow Account after completion of the Project shall be deposited in the Bond Fund and used to redeem the Series 2023 Bonds pursuant to Section 4.1 with such proceeds being applied to the Series 2023 Bonds. Proceeds from the sale of the Series 2023 Bonds on deposit in the Escrow Account may be invested as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account, the Escrow Account will be closed.

Section 6.9. Non-presentment of Bond. In the event that any Series 2023 Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for prepayment or redemption thereof, or otherwise, if funds sufficient to pay any such Bond are on deposit with the Authority for the benefit of the Bondholder or Bondholders thereof, all liability of the Authority to the Bondholder thereof for the payment of such Bond shall forthwith cease, terminate, and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Bondholder of such Bond who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on

its part under this Master Resolution, the Security Documents or on, or with respect to, such Bond.

Section 6.10. Repayment to the City from Bond Fund or Reserve Fund. Any amounts remaining in the Bond Fund or the Reserve Fund after payment in full of the principal of and interest on the Series 2023 Bonds and all other amounts required to be paid hereunder shall be paid immediately to the City as an overpayment of Base Rentals.

Section 6.11. Custody of Separate Trust Fund. The Authority shall hold all Net Proceeds from any insurance policies, performance bond, or condemnation awards and disburse such proceeds in accordance with Article X of the Master Lease. If the City directs that the Net Proceeds be applied to redeem the Series 2023 Bonds pursuant to Section 10.3 of the Master Lease, the Authority covenants and agrees to transfer such funds to the Bond Fund and to redeem the Series 2023 Bonds as provided in Section 4.1 herein.

ARTICLE VII

INVESTMENT OF MONEYS

Section 7.1. Authority to Invest Funds. Any moneys held as part of the Bond Fund, the Reserve Fund, or any other fund shall be invested and reinvested by the Authority in Investment Obligations in accordance with the provisions hereof and Section 7.5 of the Master Lease. The Reserve Fund is to be invested in Investment Obligations with maturities of less than twelve months. The Authority shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in the Bond Fund is insufficient to pay the principal of and interest on the Series 2023 Bonds when due.

Section 7.2. Method of Valuation and Frequency of Valuation. In computing the amount in any Fund or account, Investment Obligations shall be valued at the market value of such Obligations, exclusive of accrued interest. All funds and accounts are to be marked to market valuation conducted on an annual basis by the Authority.

ARTICLE VIII

RIGHTS OF THE CITY

Section 8.1. Subordination of Rights to City. This Master Resolution and the rights and privileges hereunder of the holders of the Series 2023 Bond are specifically made subject to and subordinate to the rights and privileges of the City set forth in the Master Lease to exercise its option to purchase the Project in the event of, and subsequent to, the occurrence of an Event of Default, but prior to the liquidation of the Project; provided, however, 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 Non-appropriation. The Authority 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 8.2 hereof.

Section 8.2. Granting of Rights in and to the Project. Reference is made to the provisions of the Master Lease, including without limitation Section 11.6 of the Master Lease, whereby the Authority and the City have reserved the right to grant rights in and to certain portions of the Project upon compliance with the terms and conditions of the Master Lease.

Section 8.3. Release of Equipment Forming a Part of the Project. Reference is made to the provisions of the Master Lease, whereby the City may withdraw certain items of equipment forming a part of the Project 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.

ARTICLE IX

DISCHARGE OF LIEN

If the Authority shall pay or cause to be paid, or there shall be otherwise paid or provisions for payment made to or for the Bondholders, the principal of and interest due or to become due on the Series 2023 Bonds at the times and in the manner stipulated therein, and if the Authority shall not then be in default in any of the other covenants and promises in the Series 2023 Bonds and the Security Documents and in this Master Resolution expressed as to be kept, performed, and observed by it or on its part, then these presents and the estate and rights hereby granted shall cease, determine, and be void, whereupon the Authority shall cancel and discharge the lien of this Master Resolution, and release, assign, and deliver unto the City any and all the estate, right, title, and interest in and to any and all rights or otherwise subject to the lien of this Master Resolution, including amounts in the Bond Fund and the Reserve Fund required to be paid to the City under Section 6.10 of this Master Resolution and all rights granted under the Security Documents, except moneys or securities held by the Authority for the payment of the principal of and interest on the Series 2023 Bonds.

Any Series 2023 Bonds shall be deemed to be paid within the meaning of this Article and for all purposes of this Master Resolution when payment of the principal of and the applicable redemption premium, if any, on such Bond to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Master Resolution, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) the Authority shall have irrevocably set aside in trust exclusively for such payment, (1) moneys sufficient to make such payment, and/or (2) noncallable Government Obligations maturing as to principal and interest in such amount and at such times as will ensure, without reinvestment, the availability of sufficient moneys to make such payment. At such time as a Series 2023 Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of

this Master Resolution or the Security Documents, except for the purposes of any such payment from such moneys or Government Obligations.

Notwithstanding the foregoing, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bond as aforesaid until: (a) proper notice of redemption of such Bond shall have been previously given in accordance with Article IV of this Master Resolution, or in the event said Bond are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Authority shall have given notice to the Bondholders of the Bond, in accordance with Article IV hereof, that the deposit required by (ii) above has been made with the Authority and that said Bond are deemed to have been paid in accordance with this Article IX, 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 Bond and to call for redemption pursuant to this Master Resolution any Bond to be redeemed prior to maturity; or (b) the maturity of such Bond.

All moneys so deposited with the Authority as provided in this Article IX may at the direction of the Authority also be invested and reinvested in Government Obligations, maturing in the amounts and at times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Authority pursuant to this Article IX which is not required for the payment of the Series 2023 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.

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

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES

Section 10.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an “Event of Default” under this Master Resolution:

- (a) Failure to pay when due the principal of and interest on any Series 2023 Bonds, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;
- (b) Failure to perform or observe any other of the covenants, agreements, or conditions on the part of the Authority in this Master Resolution or

in the Series 2023 Bonds contained and failure to remedy the same after notice thereof pursuant to Section 10.13 hereof;

(c) 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;

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

(e) The Authority (i) is adjudged insolvent by a court of competent jurisdiction, (ii) admits in writing its inability to pay its debts generally as they become due, (iii) files a petition in bankruptcy, (iv) makes an assignment for the benefit of creditors, or (v) consents to the appointment of a receiver of itself or property with respect to the Project;

(f) 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 Project, and such order, judgment, or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of such appointment;

(g) 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 (60) days from the date of entry of such order, judgment or decree;

(h) 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 Project or any part thereof, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control, or

(i) 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 the Project.

Section 10.2. Acceleration, Limitation on Remedies. Upon the occurrence of an Event of Default, the Bondholders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds Outstanding may, 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 become and be immediately due and payable. With respect to the Series 2023 Bonds, such amounts of principal and interest payable thereon shall bear interest from the date of acceleration, as herein provided, until paid at the rate of eighteen percent (18%) per annum, unless otherwise waived in whole or in part by the Bondholder.

Upon any sale made either under the power of sale given in this Article X or given in the Security Documents or under a judgment, order, or decree made in any judicial proceedings for the foreclosure or enforcement of this Master Resolution and the Security Documents, the principal of all Series 2023 Bonds then Outstanding, if not previously due, shall at once become and be immediately due and payable without declaration or notice by the Bondholders.

Notwithstanding anything to the contrary contained in this Master Resolution, no deficiency judgment upon foreclosure of the lien of this Master Resolution or of the Security Documents against the Project may be entered against the City or the Authority, and no breach of any provision of the Master Lease, the Security Documents, or the Master Resolution 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 Non-appropriation under the Master Lease.

Notwithstanding anything contained herein to the contrary, the rights and privileges of the Bondholders are subject to the right of the City to purchase the Project as set forth in the Master Lease and the Bondholders shall make no final sale or other final disposition of any interest in the Project 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 (90) days from the mailing of such notice to exercise its option to purchase the Project.

Section 10.3. Surrender of Possession of Project; Rights and Duties of Authority in Possession. Upon the occurrence of an Event of Default under this Master Resolution, the Authority, upon demand of the Bondholders, shall forthwith surrender, and it shall be lawful for the Bondholders, by such officer or agent as they may appoint, to take possession of all or any part of the Project together with the books, papers, and accounts of the Authority pertaining thereto, and including the rights and the possession of the Authority with respect to the Project under the Master Lease and to make all needful repairs and improvements as the Bondholders shall deem wise. Upon the occurrence of an Event of Default, the Bondholders may execute a written notice of default and an election to cause the Project or any portion thereof to be sold to satisfy the obligations of the Authority under this Master Resolution in accordance with the provisions of the Security Documents and/or may cause a sale of personal property as provided by law. The Bondholders may also lease or otherwise dispose of the Project in the name and for the account of the Authority and in such manner as the Bondholders, in their sole discretion, may elect. In connection with any such sale or leasing of the Project, the Bondholders 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 Bondholders, its agents and counsel, and any charges of the Bondholders hereunder, and any taxes and assessments and other charges prior to the lien of this Master Resolution and the Security Documents which the Bondholders may deem it wise to pay, and all expenses of such repairs and improvement, and apply the remainder of the moneys so received in accordance with the provisions of Section 10.8 hereof. Whenever all that is due upon the Series 2023 Bonds

shall have been paid and all defaults made, cured, or waived, the Bondholders shall surrender whatever possession the Bondholders 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 Bondholders shall render annually to the Authority and the City, at their addresses set forth in the registration book required by Section 5.6 hereof, a summarized statement of income and expenditures in connection therewith.

While any Series 2023 Bonds are Outstanding, the Authority shall not exercise any of the remedies on default specified in Section 14.2 of the Master Lease without the prior written consent of the Bondholders.

Section 10.4. Other Remedies; Rights of Bondholders. Except as otherwise limited by the provisions of this Master Resolution, upon the occurrence of an Event of Default under this Master Resolution, the Bondholders may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of and interest on the Series 2023 Bonds then Outstanding.

No remedy by the terms of this Master Resolution conferred upon or reserved to 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 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 this Master Resolution 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.

No waiver of any default or Event of Default hereunder 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 10.5. Right of Bondholders to Direct Proceedings. The Bondholders of a majority in aggregate principal amount of the Series 2023 Bonds then Outstanding shall have the right at any time to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Resolution, 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 Master Resolution.

Section 10.6. Appointment of Receivers. Upon the occurrence of an Event of Default under this Master Resolution, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bondholders under this Master Resolution, the Bondholders of a majority in aggregate principal amount of the Series 2023 Bonds then Outstanding shall be entitled to the appointment of a receiver or receivers of the Project 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 10.7. Waiver. Upon the occurrence of an Event of Default under this Master Resolution, 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 appraisalment, valuation, stay, extension, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Master Resolution, 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 10.8. Application of Moneys. All moneys received on behalf of the Bondholders 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, 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 Series 2023 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 the unpaid principal of and interest on any of the Series 2023 Bonds which shall have become due (other than Bond matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Master Resolution), in the order of their due dates, 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 the Series 2023 Bonds 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; and

SECOND — To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Series 2023 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 the Series 2023 Bonds due on any particular date, 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 Series 2023 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 then due and unpaid upon the Series 2023 Bonds, without preference or priority of principal over interest or interest over principal, or any installment of interest over any other installment of interest of any Series 2023 Bonds over any other Series 2023 Bonds, ratably, according to the amounts

due for principal and interest, to the persons entitled thereto without any discrimination or privilege, plus, if available, with interest on overdue installments of interest and principal at the same rate as the rate of the respective Bond or Bonds which are past due.

(c) If the principal of and interest on all the Series 2023 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 X then, subject to the provisions of Section 10.8(b) of this Master Resolution in the event that the principal of and interest on all the Series 2023 Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 10.8(a) this Master Resolution.

Whenever moneys are to be applied pursuant to the provisions of this Section 10.8, such moneys shall be applied at such times, and from time to time, as any duly appointed receiver 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 such receiver, and such receiver shall have no liability whatsoever to the Bondholders or to any other person for any delay in applying any such moneys, so long as the receiver 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 receiver. Whenever the Authority or a receiver shall apply such funds, it shall fix the date (which shall be a Principal 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 Authority shall not be required to make payment on any Series 2023 Bond until such Bond shall be presented for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of and interest on all the Series 2023 Bonds has been paid under the provisions of this Section 10.8 and all expenses and charges of the Authority have been paid any balance remaining in the Bond Fund shall be paid to the City as provided in Section 6.10 of this Master Resolution as overpayment of Base Rentals.

Section 10.9. Remedies Vested. All rights of action under this Master Resolution or under any of the Series 2023 Bonds may be enforced by or on behalf of the Bondholders without the possession of any of the Series 2023 Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted for or by the Bondholders shall be brought for the equal and ratable benefit of the Bondholders of the Outstanding Bond.

Section 10.10. 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 this Master Resolution or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless such default shall have become an Event of Default under this Master Resolution; 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 this Master Resolution 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 Series 2023 Bonds then Outstanding. However, nothing contained in this Master Resolution shall affect or impair the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on the Series 2023 Bonds at and after the maturity thereof, or the obligation of the Authority to pay the Series 2023 Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in the Series 2023 Bonds expressed.

Section 10.11. Termination of Proceedings. In case the Bondholders shall have proceeded to enforce any right under this Master Resolution 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 and the Bondholders shall be restored to their former positions and rights hereunder respectively, and all rights, remedies, and powers of the Bondholders shall continue as if no such proceedings had been taken.

Section 10.12. Waivers of Events of Default. The Bondholders may waive any Event of Default under this Master Resolution and its consequences and rescind any declaration of maturity of principal; provided, however, that there shall not be waived (i) any Event of Default under this Master Resolution in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (ii) any Event of Default in the payment when due of principal and interest or all arrears of payments of principal and interest 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 Bondholders, 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 Bondholders 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 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 10.13. Notice of Events of Default under Section 10.1(b); Opportunity of the Authority and the City to Cure Such Events of Default. Anything herein to the contrary notwithstanding, no default under Section 10.1(b) hereof shall constitute an Event of Default under this Master Resolution until actual notice of such default by registered or certified mail shall be given to the Authority and the City by the Bondholders of not less than twenty-five percent (25%) in aggregate principal amount of all Bond Outstanding, and the Authority and the City shall have had thirty (30) 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 this Master Resolution if corrective

action is instituted by the Authority and the City within the applicable period and diligently pursued, to the satisfaction of the Bondholders 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 10.13, 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.

ARTICLE XI

SUPPLEMENTAL RESOLUTIONS

Section 11.1. Supplemental Resolutions Not Requiring Consent of Bondholders. The Authority may, without consent of, or notice to, any of the Bondholders enter into a resolution or resolutions supplemental to this Master Resolution which shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Master Resolution;
- (b) To grant to or confer upon the Bondholders any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Bondholders;
- (c) To subject to this Master Resolution additional revenues, properties, or collateral;
- (d) To modify, amend, or supplement this Master Resolution or any resolution 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 Series 2023 Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Master Resolution or any resolution supplemental hereto such other terms, conditions, and provisions as may be determined by said laws;
- (e) To evidence the appointment of a separate paying agent or the succession of a paying agent hereunder;
- (f) To issue Refunding Bonds or Additional Bonds in accordance with this Master Resolution and the Master Lease; provided, however, that so long as the CIB is the owner of the Series 2023 Bonds, the Authority must obtain its prior written approval for the issuance of Additional or Refunding Bonds; and

(g) To make any other change that does not materially adversely affect the rights of any Bondholder.

Section 11.2. Supplemental Resolutions Requiring Consent of Bondholders. Exclusive of supplemental resolutions 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 fifty-one percent (51%) in aggregate principal amount of the Series 2023 Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Resolution to the contrary notwithstanding, to consent to and approve the execution by the Authority of such other resolution or resolutions supplemental 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 this Master Resolutions or in any supplemental resolution; 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 any Series 2023 Bonds issued hereunder, or (ii) a reduction in the principal amount of, or redemption premium on, any Series 2023 Bonds, or the rate of interest thereon or (iii) a privilege or priority of any Series 2023 Bonds over any other Series 2023 Bonds, or (iv) a reduction in the aggregate principal amount of the Series 2023 Bonds required for consent to such supplemental resolutions, or (v) the creation of any lien ranking prior to or on a parity with the lien of this Master Resolution, the Master Lease, and the Security Documents on the Project any part thereof (except in connection with the issuance of Refunding Bond or Additional Bond), or (vi) the deprivation with respect to the Bondholder of any Series 2023 Bonds then Outstanding of the lien hereby created on the Project, without the prior consent of the Bondholders of one hundred percent (100%) of the Series 2023 Bonds affected by such action.

If at any time the Authority shall desire to enter into any such supplemental resolution for any of the purposes of this Section 11.2, it shall cause notice of the proposed adoption of such supplemental resolution to be given by registered or certified mail to the Bondholder of each Series 2023 Bond shown by the list of Bondholders required by the terms of Section 5.6 hereof. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the principal office of the Authority for inspection by all Bondholders. If the Bondholders of not less than fifty-one percent (51%) in aggregate principal amount of the Bond Outstanding at the time of the execution of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no holder of any Series 2023 Bonds 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 Authority from adopting the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental resolution as in this Article XI permitted and provided, this Master Resolution 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 Non-appropriation with respect to the Project shall have occurred and be continuing under the Master Lease, a supplemental resolution under this Article shall not

become effective unless and until the City shall have consented to the execution and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed adoption of any such supplemental resolution together with a copy of the proposed supplemental resolution to be delivered to the City at least fifteen (15) days prior to the proposed date of adoption of any such supplemental resolution. The City shall be deemed to have consented to the adoption and delivery of any such supplemental resolution if the Authority does not receive a letter of protest or objection thereto signed by or on behalf of the City on or before the fifteenth (15th) 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 City 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 this Master Resolution and the Master Lease (including those provisions applicable to the issuance of Refunding Bond and Additional Bond), (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify the Project or the Project Site described in Exhibit A to the Master Lease and Exhibit C to this Master Resolution or substitute or add additional real property, improvements or equipment to the Project or additional rights or interests in property acquired in accordance with the provisions of the Master Lease, (iv) in connection with any amendment to this Master Resolution pursuant to Section 11.1 hereof, or (v) in connection with any other change therein which, in the judgment of the Authority, is not to the prejudice of the Bondholders.

Section 12.2. Amendments, etc. to the Master Lease Requiring Consent of Bondholders. Except for the amendments, changes, or modifications as provided in Section 12.1 hereof, the Authority shall not 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 Bondholders of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2023 Bond to be affected 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 Bondholders to any such proposed amendment, change, or modification of the Master Lease, the Authority shall cause notice of such proposed amendment, change, or modification to be given in the same manner as provided by Section 11.2 of this Master Resolution with respect to supplemental resolutions. 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 office of the Authority for inspection by all Bondholders. No such amendment, change, or modification of the Master Lease shall reduce the aggregate principal amount of the Series 2023 Bond the Bondholders of which are required to consent to any amendment, change, or modification of such Master Lease, or reduce or postpone payments required to be made under the Master Lease without the consent of all of the Bondholders of the Bond Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Authority.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection, or other instrument required by this Master Resolution 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 an 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 the Series 2023 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Master Resolution, 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 the Series 2023 Bonds and the amount or amounts, numbers, and other identification of such Bond, and the date of holding the same, shall be proved by the registration books of the Authority pursuant to Section 3.6 of this Master Resolution.

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 this Master Resolution, the Security Documents, or the Series 2023 Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the Series 2023 Bonds, any legal or equitable right, remedy, or claim under or with respect to this Master Resolution or any covenants, conditions, and provisions herein contained; this Master Resolution 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 and the Bondholders as herein provided.

Section 13.3. Severability. If any provision of this Master Resolution 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, addressed as follows: if to the Authority, to the Municipal Building Authority of the City of St. George, Utah, 175 East 200 North, St. George, Utah, 84770, Attention: Chair/President; if to the Bondholders, to their addresses as shown on the registration list; if to the City, 175 East 200 North, St. George, Utah, 84770, Attention: Mayor, the City of St. George. If to the CIB, State of Utah Permanent Community Impact Fund Board, 140 East 300 South, Salt Lake City, Utah

84111, Attention: Candace Powers. A duplicate copy of each notice required to be given hereunder to either the Authority or the City shall also be given to the others. The Authority, the City, and the Bondholders may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 13.5. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity of principal of the Bond or the date fixed for redemption of any Bond shall be in the State of Utah a Saturday, Sunday, or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal and premium, if any, 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. Applicable Provisions of Law. This Master Resolution shall be governed by and construed in accordance with the laws of the State of Utah.

Section 13.7. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to the Master Resolution and not solely to the particular portion in which any such word is used.

Section 13.8. Captions. The captions or headings in this Master Resolution are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Sections of this Master Resolution.

DATED as of _____, 2023.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF ST. GEORGE, UTAH

(SEAL)

By: _____
Chair/President

ATTEST:

By: _____
Secretary-Treasurer

By: _____
Jami R. Brackin
Deputy City Attorney

EXHIBIT A

(FORM OF STATE BOND)

UNITED STATES OF AMERICA
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF ST. GEORGE, UTAH
LEASE REVENUE BOND
SERIES 2023

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Original Issue Date</u>
\$ _____	_____ %	

The Municipal Building Authority of the City of St. George, Utah, a nonprofit corporation duly organized and existing within the State of Utah under its Articles of Incorporation and the Constitution and laws of the State of Utah (the "Authority"), for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the Registered Owner last named on the Registration Certificate attached hereto, on the Payment Dates specified below, the Principal Sum specified above, and in like manner to pay interest on the unpaid principal balance hereof accruing from _____, 202_ and shall be payable annually beginning _____, 202_ and on each _____ thereafter until the Series 2023 Bonds are paid in full, and except as the provisions hereinafter set forth with respect to prepayment of this Series 2023 Bond may become applicable hereto, the principal on the Series 2023 Bonds shall be paid in installments beginning _____, 202_ and continuing on each _____ thereafter until the Series 2023 Bonds are paid in full, as follows:

Payment Date	Amount of
(_____)	<u>Principal Payment</u>

Principal and interest thereon is payable in lawful money of the United States of America at the office of the Secretary-Treasurer of the Authority or his/her successor (the “Paying Agent”) in St. George, Utah, except as provided in the next succeeding paragraph and payable by check or draft mailed to the Registered Owner of record as of the fifteenth day preceding each Payment Date.

As long as the State of Utah Permanent Community Impact Fund Board (the “Community Impact Board”) is the Registered Owner of this Bond, installment payments of principal and interest shall be made by check or draft mailed to the Community Impact Board as the registered holder at the address shown on the registration books maintained by the Registrar.

This Bond represents an issue of the Municipal Building Authority of the City of St. George, Utah Lease Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) issued for the purposes of (a) financing the construction of a parking structure and all related improvements (collectively, the “Project”) and (b) paying costs associated with the issuance of the Series 2023 Bonds. The Project has been leased by the Authority to the City of St. George, Utah, a body politic of the State of Utah (the “City”), under the terms of an annually renewable Master Lease Agreement dated as of _____, 2023 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Master Lease”). Under the Master Lease, the City has agreed to pay annual rental payments to the Authority (the “Base Rentals”) in consideration of its right to use the Project and for the option to purchase granted therein. In addition to the Base Rentals, the City has agreed to pay certain other payments (the “Additional Rentals”) sufficient to pay administrative costs of the Authority, certain insurance premiums, taxes, and other expenses with respect to the Project expressly required under the Master Lease. Under the Master Lease, the City has been granted an option to purchase the Project and terminate its payment obligations with respect to the Project under the Master Lease at any time upon payment of the Purchase Option Price (as defined in the Master Lease) which amount shall be sufficient to pay the principal of and interest on the Series 2023 Bonds (as hereinafter defined) as the same shall become due in accordance with their terms and provisions at maturity or at the earliest applicable prepayment of redemption date, under the terms and provisions of the Master Resolution (as hereinafter defined). THE PURCHASE OPTION

PRICE IS PAYABLE SOLELY AT THE OPTION OF THE CITY AND THE CITY IS UNDER NO OBLIGATION TO EXERCISE ITS OPTION TO PURCHASE THE PROJECT.

If any installment of principal and interest is not paid when due and payable, the Authority shall pay interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid.

This Series 2023 Bond is issued under and secured by and entitled to the protection of the Master Resolution dated as of _____, 2023, by the Authority (which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the “Master Resolution”), duly adopted by the Authority and pursuant to which all Base Rentals payable by the City under the Master Lease and, if paid by the City, the Purchase Option Price, are assigned to secure the payment of principal of and interest, if any, on the Bond. Additionally, the Authority has granted a security interest in the Project to the holder of this Bond, pursuant to a deed of trust, assignment of rents and security agreement, as defined in the Master Resolution (the “Deed of Trust”), to further secure its obligations hereunder.

The obligation of the City to pay Base Rentals and Additional Rentals with respect to the Project 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 Project under the Master Lease in the event that there shall be a failure to appropriate for the purpose of paying such Base Rentals and Additional 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 an “Event of Non-appropriation”) or by reason of an Event of Default (as defined in the Master Lease) the principal amount of this Bond and interest thereon will be payable from such moneys, if any, as may be available under the Master Resolution for such purpose, including any moneys received from a liquidation or other disposition of the Project including a foreclosure of the lien of the Deed of Trust. Under certain circumstances, this Bond and interest thereon may also be payable from the proceeds of title or casualty insurance policies, performance Bond of contractors for the Project, condemnation awards, and liquidation proceeds with respect to the Project.

The Master Resolution provides that the Authority may hereafter issue Refunding Bonds (the “Refunding Bonds”) or Additional Bonds (the “Additional Bonds”) from time to time under certain terms and conditions contained therein and in the Master Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank *pari passu* with this Bond and be equally and ratably secured and entitled to the protection of the Master Resolution and the Deed of Trust (this Bond, the Refunding Bonds and the Additional Bonds are referred to herein as the “Bond”). Reference is hereby made to the Master Lease, the Deed of Trust, and the Master Resolution 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 and the holders of the Series 2023 Bonds, the issuance of Refunding Bonds or Additional Bonds, the terms upon which the Series 2023 Bonds are issued and secured, the terms and conditions upon which the Series 2023 Bonds will be deemed to have been paid, at or prior to maturity or redemption

of the Series 2023 Bonds, and the rights of the holders of the Series 2023 Bonds upon the occurrence of an Event of Default or an Event of Non-appropriation.

The Series 2023 Bonds and interest thereon constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2023 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Authority, the proceeds of certain insurance policies, performance bonds, and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Project subsequent to foreclosure of the lien of the Master Resolution and the Deed of Trust, the Series 2023 Bonds 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 budgeted and appropriated by the City for such purpose.

Neither the Master Lease nor the Series 2023 Bonds shall constitute or give rise to a general obligation indebtedness of the City, or a charge against the City or 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 Series 2023 Bonds 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 AND INTEREST ON THE SERIES 2023 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 NON-APPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE MASTER LEASE WILL TERMINATE AND THE SERIES 2023 BONDS AND INTEREST THEREON WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE AUTHORITY UNDER THE MASTER RESOLUTION (EXCEPT FOR MONEYS HELD FOR BOND NOT THEN DEEMED OUTSTANDING) AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE MASTER RESOLUTION AND THE DEED OF TRUST. UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE MASTER LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THE SERIES 2023 BONDS AND 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 Bond, or the Master Resolution shall impose any general obligation or liability upon or a charge against the City or the Authority or the general credit or taxing powers of the City. No judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Non-appropriation under the Master Lease.

This Series 2023 Bond shall be registered in the name of the Registered Owner and any subsequent purchasers in an appropriate book in the office of the Secretary-Treasurer of the Authority, who shall be the Registrar. This Series 2023 Bond is transferable only by notation upon said book by the Registered Owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Series 2023 Bond, together with a written instrument of transfer satisfactory to the Authority, duly executed by the Registered Owner or his attorney duly authorized in writing; thereupon, this Series 2023 Bond shall be delivered to and registered in the name of the transferee.

The Authority may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Series 2023 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and for all other purposes and the Authority shall not be affected by any notice to the contrary.

This Series 2023 Bond is subject to redemption prior to maturity only at the times, upon the occurrence of the events and with notice all as found in the Master Resolution.

This Series 2023 Bond is issued pursuant to and in full compliance with the Articles of Incorporation of the Authority and the Constitution and laws of the State of Utah, including, in particular, the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Act"), and pursuant to a resolution adopted by the Authority which authorizes the execution and delivery of the Master Lease, the Master Resolution, the Deed of Trust, and the issuance of the Series 2023 Bond. As required by the Articles of Incorporation of the Authority, the City Council of the City has by resolution authorized the Authority to issue this Bond and to execute and deliver the Master Lease, the Master Resolution and the Deed of Trust.

The Registered Owner of this Series 2023 Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Non-appropriation or Event of Default under the Master Lease or any Event of Default under the Master Resolution or the Deed of Trust, or to institute, appear in, or defend any suit or other proceedings with respect thereto, except as provided in the Master Resolution.

The Master Resolution 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 2023 Bonds at any time by the Authority with the consent of the City (if an Event of Non-appropriation or an Event of Default does not then exist under the Master Lease) and the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2023 Bonds at the time Outstanding. The Master Resolution also permits waiver of compliance by the Authority with any terms of the Master Resolution with the consent of the City (if an Event of Non-appropriation or an Event of Default does not then exist under the Master Lease) and the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2023 Bonds at the time Outstanding. Any such consent or waiver by the Registered Owner of this Series 2023 Bonds shall be conclusive and binding upon such Owner and upon all future holders of this Series 2023 Bonds and of any Bond issued upon the transfer or exchange of this Bond

whether or not notation of such consent or waiver is made upon this Series 2023 Bonds. The Master Resolution also contains provisions permitting the Authority to waive certain Events of Default under the Master Resolution and their consequences.

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 Master Resolution and the issuance of this Series 2023 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 2023 Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation.

This Series 2023 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Resolution until the Certificate of Authentication hereon shall have been signed by the Secretary-Treasurer of the Authority.

IN WITNESS WHEREOF, the Authority has caused this Series 2023 Bond to be executed in its name by the facsimile or manual signature of the Chair/President of its Governing Board and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual or facsimile signature of the Secretary-Treasurer of its Governing Board, 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 ST. GEORGE, UTAH

(SEAL)

By: _____
Chair/President

ATTEST:

By: _____
Secretary-Treasurer

CERTIFICATE OF AUTHENTICATION

This Bond represents the Series 2023 Bond described in the within-mentioned Master Resolution.

SECRETARY-TREASURER OF THE
MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF ST. GEORGE, UTAH

By: _____

Date of Authentication: _____

REGISTRATION CERTIFICATE

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

Date of Registration

Name of Registered Owner

Signature of Bond Registrar

State of Utah
Permanent Community
Impact Fund Board

EXHIBIT B

(FORM OF EXCHANGE BOND)

UNITED STATES OF AMERICA
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF ST. GEORGE, UTAH
LEASE REVENUE BOND
SERIES 2023

Maturity Date

Interest Rate

Issue Date

%

Registered Owner: _____

Principal Amount: _____

The Municipal Building Authority of the City of St. George, Utah, a nonprofit corporation duly organized and existing within the State of Utah under its Articles of Incorporation and the Constitution and laws of the State of Utah (the "Authority"), 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 Sum, and in like manner to pay interest on the unpaid principal balance hereof accruing from _____, at the Interest Rate specified above (calculated on the basis of a 360 day year of twelve thirty day months) and payable on _____ of each year (each an "Interest Payment Date") except as the provisions hereinafter set forth with respect to prepayment of this Series 2023 Bond may become applicable hereto. The principal of this Series 2023 Bond shall be payable by check or draft mailed to the Registered Owner of record in lawful money of the United States of America by the Secretary-Treasurer of the Authority or his/her successor (the "Paying Agent") and the interest hereon being payable by check or draft mailed to the Registered Owner of record as of the fifteenth day preceding each Interest Payment Date. Principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment at maturity.

This Series 2023 Bonds represents an issue of Bond of like date, term, and effect except as to maturity, in the aggregate principal amount \$ _____ issued in exchange for the conversion of the Issuer's Lease Revenue Bond, Series 2023 dated _____, 2023, in the total principal amount of \$ _____, authorized by a Master Resolution of the Issuer dated as of _____, 2023 (the "Master Resolution"). This Series 2023 Bond and the issue of Series 2023 Bond of which it is a part is issued pursuant to (a) the Master Resolution and (b) the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, for the purpose of (i) financing the construction of a parking structure and all related improvements (collectively, the "Project") and (ii) paying costs

associated with the issuance of the Series 2023 Bonds. The Project has been leased by the Authority to the City of St. George, Utah, a body politic of the State of Utah (the “City”), under the terms of an annually renewable Master Lease Agreement dated as of _____, 2023 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Master Lease”). Under the Master Lease, the City has agreed to pay annual rental payments to the Authority (the “Base Rentals”) in consideration of its right to use the Project and for the option to purchase granted therein. In addition to the Base Rentals, the City has agreed to pay certain other payments (the “Additional Rentals”) sufficient to pay administrative costs of the Authority, certain insurance premiums, taxes, and other expenses with respect to the Project expressly required under the Master Lease. Under the Master Lease, the City has been granted an option to purchase the Project and terminate its payment obligations with respect to the Project under the Master Lease at any time upon payment of the Purchase Option Price (as defined in the Master Lease) which amount shall be sufficient to pay the principal of and premium, if any on the Series 2023 Bonds (as hereinafter defined) as the same shall become due in accordance with their terms and provisions at maturity or at the earliest applicable prepayment of redemption date, under the terms and provisions of the Master Resolution (as hereinafter defined). THE PURCHASE OPTION PRICE IS PAYABLE SOLELY AT THE OPTION OF THE CITY AND THE CITY IS UNDER NO OBLIGATION TO EXERCISE ITS OPTION TO PURCHASE THE PROJECT.

If the principal and interest is not paid when due and payable, the Authority shall pay interest on the delinquent amount at the rate of eighteen percent (18%) per annum from said due date until paid.

This Series 2023 Bond is issued under and secured by and entitled to the protection of the Master Resolution dated as of _____, 2023, by the Authority (which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the “Master Resolution”), duly adopted by the Authority and pursuant to which all Base Rentals payable by the City under the Master Lease and, if paid by the City, the Purchase Option Price, are assigned to secure the payment of principal of and interest on the Series 2023 Bond. Additionally, the Authority has granted a security interest in the Project to the holder of this Series 2023 Bond, pursuant to a deed of trust, assignment of rents and security agreement, as defined in the Master Resolution (the “Deed of Trust”), to further secure its obligations hereunder.

The obligation of the City to pay Base Rentals and Additional Rentals with respect to the Project 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 Project under the Master Lease in the event that there shall be a failure to appropriate for the purpose of paying such Base Rentals and Additional 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 an “Event of Non-appropriation”) or by reason of an Event of Default (as defined in the Master Lease) the principal amount of this Series 2023 Bond will be payable from such moneys, if any, as may be available under the Master Resolution for such purpose, including any moneys received from a liquidation or other disposition of the Project including a foreclosure of the lien of the Deed of Trust. Under certain circumstances, this Bond may also be payable from the proceeds of title or casualty insurance policies,

performance Bond of contractors for the Project, condemnation awards, and liquidation proceeds with respect to the Project.

The Master Resolution provides that the Authority may hereafter issue Refunding Bond (the “Refunding Bond”) or Additional Bond (the “Additional Bond”) from time to time under certain terms and conditions contained therein and in the Master Lease and, if issued, the Refunding Bond and/or the Additional Bond will rank *pari passu* with this Series 2023 Bond and be equally and ratably secured and entitled to the protection of the Master Resolution and the Deed of Trust (this Series 2023 Bond, the Refunding Bond and the Additional Bond are referred to herein as the “Bond”). Reference is hereby made to the Master Lease, the Deed of Trust, and the Master Resolution 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 and the holders of the Series 2023 Bond, the issuance of Refunding Bond or Additional Bond, the terms upon which the Series 2023 Bond is issued and secured, the terms and conditions upon which the Series 2023 Bond will be deemed to have been paid, at or prior to maturity or redemption of the Series 2023 Bond, and the rights of the holders of the Series 2023 Bond upon the occurrence of an Event of Default or an Event of Non-appropriation.

The Series 2023 Bond and interest thereon constitutes a special, limited obligation of the Authority. Except to the extent payable from the proceeds of the Series 2023 Bond and the income from the investment thereof, the proceeds of certain funds held by the Authority, the proceeds of certain insurance policies, performance Bond and condemnation awards, or the proceeds, if any, from a liquidation or other disposition of the Project subsequent to foreclosure of the lien of the Master Resolution and the Deed of Trust, the Series 2023 Bond 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 budgeted and appropriated by the City for such purpose.

Neither the Master Lease nor the Series 2023 Bond nor the interest thereon shall constitute or give rise to a general obligation indebtedness of the City, or a charge against City or 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 Series 2023 Bond, 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 AND INTEREST ON THE SERIES 2023 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 NON-APPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE MASTER LEASE WILL TERMINATE AND THE SERIES 2023 BONDS WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY,

AS MAY BE HELD BY THE AUTHORITY UNDER THE MASTER RESOLUTION (EXCEPT FOR MONEYS HELD FOR SERIES 2023 BONDS NOT THEN DEEMED OUTSTANDING) AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE MASTER RESOLUTION AND THE DEED OF TRUST. UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE MASTER LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THE SERIES 2023 BONDS OR 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 Deed of Trust, the Bond, or the Master Resolution shall impose any general obligation or liability upon or a charge against the City or the Authority or the general credit or taxing powers of the City. No judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Non-appropriation under the Master Lease.

This Series 2023 Bond shall be registered in the name of the Registered Owner and any subsequent purchasers in an appropriate book in the office of the Secretary-Treasurer of the Authority, who shall be the Registrar. This Series 2023 Bond is transferable only by notation upon said book by the Registered Owner hereof in person or by his attorney duly authorized in writing, by the surrender of this Series 2023 Bond, together with a written instrument of transfer satisfactory to the Authority, duly executed by the Registered Owner or his attorney duly authorized in writing; thereupon, this Series 2023 Bond shall be delivered to and registered in the name of the transferee.

The Authority may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Series 2023 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest thereon and for all other purposes and the Authority shall not be affected by any notice to the contrary.

This Series 2023 Bond is subject to redemption prior to maturity only at the times, upon the occurrence of the events and with notice all as found in the Master Resolution.

This Series 2023 Bond is issued pursuant to and in full compliance with the Articles of Incorporation of the Authority and the Constitution and laws of the State of Utah, and pursuant to a resolution adopted by the Authority which authorizes the execution and delivery of the Master Lease, the Master Resolution, the Deed of Trust and the issuance of the Series 2023 Bond. As required by the Articles of Incorporation of the Authority, the City Council of the City has by resolution authorized the Authority to issue this Series 2023 Bond and to execute and deliver the Master Lease, the Master Resolution, and the Deed of Trust.

The Registered Owner of this Series 2023 Bond shall have no right to enforce the provisions of the Master Resolution or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Non-appropriation or Event of Default

under the Master Lease or any Event of Default under the Master Resolution or the Deed of Trust, or to institute, appear in, or defend any suit or other proceedings with respect thereto, except as provided in the Master Resolution.

The Master Resolution 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 2023 Bond at any time by the Authority with the consent of the City (if an Event of Non-appropriation or an Event of Default does not then exist under the Master Lease) and the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2023 Bond at the time Outstanding. The Master Resolution also permits waiver of compliance by the Authority with any terms of the Master Resolution with the consent of the City (if an Event of Non-appropriation or an Event of Default does not then exist under the Master Lease) and the holders of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2023 Bond at the time Outstanding. Any such consent or waiver by the Registered Owner of this Series 2023 Bond shall be conclusive and binding upon such Owner and upon all future holders of this Series 2023 Bond and of any Series 2023 Bond issued upon the transfer or exchange of this Series 2023 Bond whether or not notation of such consent or waiver is made upon this Series 2023 Bond. The Master Resolution also contains provisions permitting the Authority to waive certain Events of Default under the Master Resolution and their consequences.

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 Master Resolution and the issuance of this Series 2023 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 2023 Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation.

This Series 2023 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Master Resolution until the Certificate of Authentication hereon shall have been signed by the Secretary-Treasurer of the Authority.

IN WITNESS WHEREOF, the Authority has caused this Series 2023 Bond to be executed in its name by the facsimile or manual signature of the Chair/President of its Governing Board and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual or facsimile signature of the Secretary-Treasurer of its Governing Board, 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 ST. GEORGE, UTAH

(SEAL)

By: _____
Chair/President

ATTEST:

By: _____
Secretary-Treasurer

CERTIFICATE OF AUTHENTICATION

This Bond represents the Series 2023 Bonds described in the within-mentioned Master Resolution.

SECRETARY-TREASURER OF THE
MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF ST. GEORGE, UTAH

By: _____

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned 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 for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

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

Signature Guaranteed:

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

EXHIBIT C

DESCRIPTION OF THE PROJECT
AND THE PROJECT SITE

Description of Project: Construction of a parking structure and all related improvements.

Description of Project Site: Washington County, Utah:

MASTER LEASE AGREEMENT

Dated as of _____, 2023

between

MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF ST. GEORGE, UTAH
as Lessor

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

and

CITY OF ST. GEORGE, UTAH,
as Lessee

A Political Subdivision and Body Corporate and Politic of
the State of Utah

Various interests of the Municipal Building Authority of the City of St. George, Utah, in this Master Lease Agreement have been assigned to secure the payment of the Municipal Building Authority of the City of St. George, Utah Lease Revenue Bonds, Series 2023 under a Master Resolution dated as of _____, 2023.

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MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (the “Master Lease”) dated as of _____, 2023, entered into by and between the MUNICIPAL BUILDING AUTHORITY OF THE CITY OF ST. GEORGE, 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 issuer under a Master Resolution dated as of even date herewith (the “Master Resolution”), and the CITY OF ST. GEORGE, UTAH (the “City”), as lessee hereunder, a political subdivision and body corporate and politic under the laws of the State of Utah;

WITNESSETH:

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 (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the City Council (the “City Council”) of the City of St. George, Utah 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 Constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Nonprofit Corporation Act”) and Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, (the “Authority Act” and collectively with the Nonprofit Corporation Act, the “Acts”); 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, 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 Authority 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 Acts, 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 finance the construction of a parking structure and all related improvements (collectively, the “Project”); and

WHEREAS, the Authority shall finance the Project through the issuance of the Authority’s Lease Revenue Bonds, Series 2023 (the “Series 2023 Bonds”); and

WHEREAS, the Authority is the owner of the real property on which the Project is to be located; and

WHEREAS, the City desires to lease, as lessee, on an annually renewable basis, the Project from the Authority and the Authority desires to lease, as lessor, the Project to the City under the terms and provisions set forth in this Master Lease; and

WHEREAS, the Governing Board of the Authority (the “Governing Board”) and the City Council have previously approved the estimated costs of the Project; and

WHEREAS, under the provisions of a resolution dated July 6, 2023 (the “City Resolution”), the City Council has authorized and approved the execution of this Master Lease and has authorized certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance by the Authority under the Master Resolution of its Lease Revenue Bonds, Series 2023 in the total aggregate principal amount of \$ _____; and

WHEREAS, pursuant to the provisions of a resolution dated July 6, 2023, the Governing Board has authorized, approved, and directed the execution of this Master Lease and related documents, has adopted the Master Resolution, and has authorized, approved, and directed certain actions to be taken by the Authority in connection with the financing of the Project, including the issuance of the Series 2023 Bonds; and

WHEREAS, pursuant to and in accordance with the provisions of the Authority Act and the Articles, the Authority proposes to undertake the financing of the Project and the leasing of the Project to the City under the terms and provisions of this Master Lease; and

WHEREAS, the Series 2023 Bonds will be secured as provided in the Master Resolution including (i) the Security Documents (defined herein), and (ii) a pledge and assignment of this Master Lease and the revenues and receipts derived by the Authority from the Project, all as more fully set forth in the Master Resolution.

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 Master Resolution, 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 Master Resolution, have the meaning herein specified.

“Acts” means collectively, the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

“Additional Bonds” means Bonds issued by the Authority pursuant to Section 3.10 of the Master Resolution.

“Additional Rentals” means the cost of all taxes, insurance premiums, and expenses payable by, and fees of, the Authority 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.

“Authority” means the Municipal Building Authority of the City of St. George, Utah, a nonprofit corporation organized under the laws of the State with its principal place of business in St. George, Utah, acting in the capacity of lessor under this Master Lease and as issuer under the Master Resolution.

“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 the Project by a written certificate furnished to the City 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 of this Master Lease during the Original Term and any applicable Renewal Term hereof (as those terms are hereinafter defined), which constitute the payments payable by the City for and in consideration of the right of use of the Project during such Original Term and applicable Renewal Terms and the purchase option granted herein.

“Bonds” means the Series 2023 Bonds and any Additional Bonds or Refunding Bonds issued under the Master Resolution.

“Business Day” means a legal business day on which banking business is transacted in the state in which the Authority has its principal office.

“CIB” means the State of Utah Permanent Community Impact Fund Board, or any successor agency.

“Completion Certificate” shall mean the certificate described in Section 7.3 hereof establishing the Completion Date.

“Completion Date” shall mean the date of acceptance by the City of the Project as evidenced by delivery of the Completion Certificate.

“Construction Contract” shall mean any construction contract among the Authority (or its designee), the City, and any contractor regarding construction of the Project.

“Costs of Construction” shall mean:

(1) the actual cost of enlarging, constructing, reconstructing, improving, replacing, restoring, renovating, maintaining, equipping, or furnishing all or any part of the Project, including architect’s or engineer’s fees; and

(2) all expenses connected with the authorization, sale, and issuance of the Bonds, including trustee initial fees, fees for outside attorneys or accountants, whose opinions are required to obtain the issuance of the Bonds, financial advisors’ fees, and councils 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 the construction of the Project.

“City” means the City of St. George, Utah, a political subdivision and body politic duly established and existing under and by virtue of the Constitution and laws of the State.

“City Funds” means all revenues, receipts, and other legally available moneys, including without limitation payments received by the City from operation or subleasing of the Project and moneys derived from ad valorem property taxes and other taxes, 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 the Project by a written certificate furnished to the Authority containing the specimen signature of such person and signed on behalf of the City by the Mayor 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.

“Event of Default” means one or more events of default as defined in Section 14.1 of this Master Lease.

“Event of Non-appropriation” means a failure by the City to renew this Master Lease by failing 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 **Error! Reference source not found.** of this Master Lease prior to the beginning of any Renewal Term.

“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.

“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 or the City.

“Lease Term” means the duration of the leasehold estate created in the Project 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 and any amendments or supplements hereto, including the exhibits attached hereto.

“Master Resolution” means the Master Resolution of the Authority dated as of the date of this Master Lease, pursuant to which the Bonds are authorized to be issued and certain interests of the Authority in this Master Lease, and the Base Rentals, Purchase Option Price, and other revenues received by the Authority from the City with respect to the Project are to be pledged and assigned as security for the payment of principal and interest of, premium, if any, on the Bonds, including any resolution supplemental thereto.

“Net Proceeds” when used with respect to any performance or payment bond proceeds or proceeds from policies of insurance required hereby or any condemnation award or the proceeds of any liquidation of all or portions of the Project, means the amount remaining after deducting all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Original Term” means the portion of the Lease Term which terminates on December 31, 2023.

“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 will not interfere with the operation of the Project or impair the marketability of title to the Project or the general security provided for the Bondholders;

(iv) the Master Resolution, the Security Documents, and related financing statements, if any and (v) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property of the general character of the Project and as do not, in the opinion of Independent Counsel, materially impair the operation or marketability of title to the Project.

“Project” means the construction of a parking structure and all related improvements as more fully described in Exhibit A hereto.

“Project Documents” means (i) the plans and specifications with respect to the Project, (ii) a survey, if any, of the Project Site, prepared by a registered land surveyor in accordance with standard requirements for land title surveys, showing the location of all improvements, easements, encroachments, and other encumbrances on the Project Site; (iii) any necessary permits for construction of the Project, including any building permits, and certificates of occupancy or waivers of the same; (iv) the Construction Contract; (v) policies of title, casualty, public liability, and workers’ compensation insurance, or certificates thereof, as required by this Master Lease with respect to the Project; (vi) performance and payment bonds with respect to the Project; (vii) contracts with the architect hired in connection with the plans and specifications; and (viii) policies of title, casualty and public liability insurance, any and all other documents executed by or furnished to the City in connection with the acquisition, construction, and equipping of the Project.

“Project Site” means the real property, as more fully described in Exhibit A hereof, upon which the Project is located. The Project Site may be increased, from time-to-time, by the City.

“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 and purchasing the Project, which amount, when added to the amounts then on deposit in the Bond Fund and Reserve Fund (other than moneys held by the Authority for the payment of Bonds not deemed Outstanding), shall be sufficient (i) to pay, defease, retire and/or redeem all the Outstanding Bonds, as appropriate, in accordance with the provisions of the Master Resolution (including, without limiting the generality of the foregoing, the principal of to maturity or earliest applicable redemption date of the relevant Bonds, as the case may be, and premium, if any, thereon, the expenses of defeasance and/or redemption, including escrow agent fees, if any, and the Authority’s and paying agents’ fees and expenses) and (ii) in case of redemption, to make arrangements satisfactory to the Authority for the giving of the required notice of redemption.

“Refunding Bonds” means Bonds issued by the Authority pursuant to Section 3.9 of the Master Resolution.

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

“Security Documents” means a Deed of Trust, Assignment of Rents, and Security Agreement with respect to the Project.

“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 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 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.

(c) During the Lease Term, the Project will at all times be used for the 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 the laws of the State which default would affect its existence or its powers referred to in subsection (a) of this Section 2.1. Neither the execution and delivery of this Master Lease, nor the issuance and sale of the 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 the 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 the Master Lease have been obtained.

(f) The construction of the Project 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.

(g) No voter approval (as contemplated by 11-14-201, Utah Code Annotated 1953, as amended) was sought on the question of whether general obligation bonds of the City should be issued to finance the Project.

Section 2.2 Representations, Covenants, and Warranties of the Authority. The Authority represents, covenants, and warrants for the benefit of the City 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 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, 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, or will acquire, ownership of the Project (subject to Permitted Encumbrances). The Authority has by this Master Lease leased 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 hereunder and will not assign its interest in or encumber the Project except as provided hereunder and under the Master Resolution and the Security Documents. All property and moneys received by the Authority for the City will, so long as no Event of Non-appropriation or Event of Default shall occur, be applied for the benefit of the City, and all property and moneys received by the Authority hereunder with respect to the Project and under the Master Resolution 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 herein, in the Master Resolution and the Security Documents, the Authority will not assign this Master Lease, its rights to payments from the City or its duties and obligations hereunder 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 2023 Bonds in a manner not authorized by the terms of this Master Lease, the Master Resolution, 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 Master Lease, the Master Resolution, the Security Documents or the Bonds. 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 Master Resolution, the Security Documents, and the Bonds or in connection with the carrying out by the Authority of its obligations under this Master Lease, the Master Resolution, the Security Documents, and the Bonds have been obtained.

(i) The Authority gave notice of its intent to issue the Series 2023 Bonds and no petition meeting the requirements of Section 17D-2-502 of the Act was submitted during the 30-day period following publication of such notice.

ARTICLE III

DEMISING CLAUSE

The Authority hereby demises and leases, in its “AS IS” CONDITION AND, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS MASTER LEASE, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, the Project to the City and the City leases the Project 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 the Project or any portion thereof as provided in Article XII of this Master Lease.

The Authority warrants and covenants that it has a fee interest in and to the Project Site and that it will furnish the Project, all as more fully described in Exhibit A hereto, subject to Permitted Encumbrances. The Authority will cause to be furnished at the time of delivery of the Series 2023 Bonds, or at or prior to disbursement of any amounts with respect to such portion of the Project, a title report issued by a title insurance company satisfactory to the CIB which satisfies the requirements of Section 3.3(c) of the Master Resolution.

The Authority shall be empowered, after an Event of Non-appropriation or an Event of Default and the foreclosure of the security afforded under this Master Lease, the Master Resolution, or the Security Documents, and apply the said amounts collected to the Base Rentals and Additional Rentals, as appropriate, 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.

ARTICLE IV

LEASE TERM

Section 4.1 Commencement of Lease Term. The Lease Term shall commence as of the date of delivery of the Series 2023 Bonds and shall terminate at midnight on December 31, 2023. The Lease Term may be continued, solely at the option of the City, beyond the termination of the Original Term for an additional year, the first “Renewal Term,” and for thirty-one (31) consecutive additional Renewal Terms thereafter each of one year in duration, upon the City having budgeted and appropriated, prior to the end of the then current Original or Renewal Term, 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 17D-2-402 of the Authority Act, and it being further understood that if no payment is due and owing during a Renewal Term, the City shall be deemed to have continued the Lease Term for said Renewal Term. 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 provided herein.

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

- (a) the occurrence of an Event of Non-appropriation;
- (b) the exercise by the City of its option to purchase the Project, granted under the provisions of this Master Lease;
- (c) an Event of Default and the election of the Authority to terminate this Master Lease under Article XIV hereof;

(d) the discharge of the lien of the Master Resolution under Article IX thereof;

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

(f) _____, which date constitutes 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 Project 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 Project; provided, however, that all other terms of this Master Lease and the Master Resolution, shall be continuing until the liens of the Master Resolution are discharged or foreclosed, as provided in the Master Resolution, except that all obligations of the City to pay any amounts to the Bondholders hereunder shall thereafter be satisfied only as provided in the Master Resolution. 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 Master Resolution.

Section 4.4 Revised Schedule of Base Rentals and Option Price. Upon partial redemption of any Series of Bonds pursuant to the Master Resolution, or the issuance of Additional Bonds or Refunding Bonds pursuant to the Master Resolution, the Authority shall provide the City 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 Exhibit B to this Master Lease setting forth the Base Rentals.

ARTICLE V

ENJOYMENT OF PROJECT

Subject to the provisions of the Master Lease and the Authority hereby covenants to provide the City during the Lease Term with quiet use and enjoyment of the Project, and the City shall during the Lease Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble, or hindrance from the Authority or the Bondholders, except as expressly set forth herein and in the Master Resolution and the Security Documents. Neither the Authority 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 Non-appropriation 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 Project and shall be joined as a party in any action affecting its liabilities hereunder.

The Authority shall have the right at all reasonable times during business hours (and in emergencies at all times) to enter into and upon the Project for the purpose of inspecting the same.

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 hereunder 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 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, if any, thereon, and neither this Master Lease, the Security Documents, the Master Resolution 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, the Bonds or any interest, if any, thereon except as expressly provided herein.

Section 6.2 Payment of Base Rentals. 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, if any, when due on the Series 2023 Bonds. The Base Rentals shall be payable directly to the Authority in annual payments in such amounts as shall equal the principal payments falling due on the Series 2023 Bonds, by regularly scheduled maturities on the next succeeding principal payment date on the Series 2023 Bonds on the next Interest Payment Date, such that there shall be on deposit with the Authority at least fifteen (15) days prior to each principal payment date on the Series 2023 Bonds an amount sufficient to make such payment. In addition, until the Reserve Fund with respect to the Series 2023 Bonds is at all times fully funded to the Reserve Fund 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 Authority in annual payments Base Rentals during the following Renewal Term, in an amount sufficient to fund or replenish the Reserve Fund to the Reserve Fund Requirement as provided in the Master Resolution. Attached hereto as Exhibit B is the Base Rental Schedule. Notwithstanding anything contained herein to the contrary, no payment of Base Rentals shall be required to be paid prior to delivery of the

Project to the City for occupancy; provided, however, that as substantial portions of the Project are available for operation the City shall pay Base Rentals in proportion to the portion available. 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, (ii) moneys transferred to the Bond Fund from the Reserve Fund pursuant to the last paragraph of Section 6.7 of the Master Resolution which moneys are applied to pay the principal of the Bonds, and (iii) any moneys paid by the Authority for the purchase of the Bonds and the cancellation thereof or which are otherwise deposited in the Bond Fund, other than moneys paid as Base Rentals or the Purchase Option Price. Base Rentals due at least fifteen (15) days prior to any Bond payment date shall be in consideration for the use of the Project by the City during the one-year period succeeding each Bond payment date and for the option to purchase the Project granted herein.

It is understood and agreed by the City that, subject to the terms of this Master Lease and the Master Resolution, all Base Rentals payable under this Section 6.2 by the City, as well as the Purchase Option Price, if paid with respect to the Project, are pledged by the Authority for the benefit of the Bondholders. The City assents to such pledge. The Authority hereby directs the City, and the City hereby agrees to pay to the Authority at its principal office, all Base Rentals payable by the City pursuant to this Section 6.2 and, if paid, the Purchase Option Price.

The amount of the Base Rentals and Purchase Option Price otherwise payable shall be reduced as appropriate to reflect any redemption of Series 2023 Bonds and/or the purchase of Bonds and the cancellation thereof in advance of their maturity; provided, however, that adequate provision shall be made for the payment of any Additional Bonds or Refunding Bonds. If at any time the amounts held by the Authority in the Bond Fund and the 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 redemption premium, if any, on all of the Bonds (including any Additional Bonds and Refunding 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 Project. In addition to the Base Rental and as part of the total consideration for the use of the Project and the option to purchase the Project, and commencing upon delivery of possession of the Project or any substantial portion thereof, as provided in Section 6.2 of this Master Lease and continuing throughout the period that the City pays Base Rentals, the City shall pay 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 Authority for the ordinary services of the Authority rendered and its ordinary expenses incurred under the Master Resolution;
- (b) the reasonable fees and charges of the Authority and any paying agent appointed under the Master Resolution with respect to the Bonds for acting as paying agent as provided in the Master Resolution;

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

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

(e) the costs of maintenance and repair as required under Section 9.1 of this Master Lease;

(f) the costs of taxes, governmental charges, utility charges, management and operations expenses, liens, and encumbrances as required under Section 9.3 of this Master Lease;

(g) the costs of casualty, public liability and property damage, and worker's compensation insurance as required under Sections 9.4, 9.5, and 9.6 of this Master Lease;

(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.

The Additional Rentals specified in subsections (a), (b), and (c) of this Section 6.3 shall be payable to the Authority and shall be due and payable within ten (10) days after notice in writing from the Authority 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 Master Resolution, the Additional Rentals specified in subsections (d), (e), (f), (g), (h), and (i) of this Section 6.3 shall be payable to the Authority or directly to the person or entity with respect to which such costs 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, any Bondholder, any contractor or subcontractor, if any, retained with respect to the acquisition, construction, and equipping of the 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 the Project by the City; Determination of Purchase Price. The City hereby declares that, as of the date of the execution of this Master Lease, the City currently has an essential need for the Project which is the subject of this Master Lease 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 Project. In making such determination the City and the Authority have given consideration to the costs of construction 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.

Section 6.6 Non-appropriation. In the event that sufficient City Funds shall not be budgeted and appropriated by the City prior to the beginning of any Renewal Term 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 Non-appropriation 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 Non-appropriation. 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 Non-appropriation the City shall immediately quit and vacate the Project and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate. The Authority shall, upon the occurrence of an Event of Non-appropriation, have all rights and remedies to take possession of the Project as trustee for the benefit of the Bondholders and shall hold in trust for the Bondholders all moneys then on hand and being held in all funds created under the Master Resolution. All property, funds, and rights acquired by the Authority by reason of an Event of Non-appropriation as provided herein shall be held by the Authority under the Master Resolution for the benefit of the Bondholders as set forth in said Master Resolution until the principal of, and premium, and interest, if any, on the Bonds are paid in full and any excess shall thereafter be paid to the City.

The parties hereto agree that, upon the occurrence of an Event of Non-appropriation, the City shall immediately quit and vacate the Project.

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), and (d) of Section 6.3 hereof, and, if paid by the City, the Purchase Option Price shall be paid to the Authority for application in accordance with the Master Resolution.

Section 6.8 Request for Appropriation. To the extent permitted by law, the City covenants and agrees as follows:

(a) During the term of this Master Lease, the City covenants and agrees (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 moneys then legally available for such purpose, including but not limited to such revenues and receipts, if any, as may be generated by the City's operation or subleasing of the Project) to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided herein) for the Project 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 moneys 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 Counties, Title 17, Chapter 36, Utah Code Annotated 1953, as amended (the "Uniform Fiscal Procedures Act"). The first such inclusion in the City's annual tentative budget shall be made under applicable law in the fiscal year prior to the fiscal year commencing January 1, 2023, so that the Base Rentals payable during such Renewal Term 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 to be paid during the succeeding Renewal Term and Additional Rentals payable during such 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 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

CONSTRUCTION OF THE PROJECT AND ISSUANCE OF SERIES 2023 BONDS

Section 7.1 Agreement to Acquire Project. The City and the Authority agree that the Authority shall cause the Project to be constructed as herein provided, all of which construction shall be made in accordance with the plans for the Project as approved by the City and the Authority. The Authority hereby agrees that in order to effectuate the purposes of this Master Lease, it will make, execute, acknowledge, and transmit any 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 construction of the Project.

The Authority agrees to construct the Project through the application of moneys to be disbursed from the Escrow Account (as defined in the Master Resolution) by the Authority upon the authorization of the Authority Representative in accordance with the Master Resolution.

The Authority agrees to cause the construction of the Project to be completed with all reasonable dispatch, and to use commercially reasonable efforts to cause the same to be completed by _____ or as soon thereafter as may be practicable, subject only to delays caused by Force Majeure excepted; but if for any reason the Project is not completed by said date, there shall be no resulting liability on the part of the Authority or Event of Default hereunder.

Section 7.2 Agreement to Issue the Series 2023 Bonds; Application of Bond Proceeds. In order to provide funds to finance the Project (as described herein), the Authority, concurrently with the execution of this Master Lease, will issue, sell, and deliver to the CIB the Series 2023 Bonds and the Authority will deposit the proceeds thereof in the Escrow Account as provided in the Master Resolution. Moneys shall be disbursed from the Escrow Account in accordance with the terms of the Escrow Agreement.

Section 7.3 Establishment of Completion Date; Disbursement of Balance of Escrow Account. In the event improvements are constructed with bond proceeds, the Completion Date shall be evidenced by a certificate signed by the Authority Representative and the City Representative stating that, except for amounts retained by the Authority at the direction of the Authority for any Costs of Construction, if applicable, not then due and payable, (i) the construction of the Project has been completed in accordance with the plans and specifications and all labor, services, materials, and supplies used in such construction

have been paid for, (ii) all other facilities necessary in connection with the Project have been constructed, acquired, and installed to their satisfaction, (iii) the Project is suitable and sufficient for its intended purposes, and (iv) all costs and expenses incurred in the acquisition and construction, if any, of the 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 Authority shall terminate the Escrow Account and disburse any remaining moneys on deposit therein to the Bond Fund to be used to prepay the Bonds as provided in the Escrow Agreement.

Section 7.4 Sufficiency of Escrow Account. In the event that the moneys held in the Escrow Account are insufficient to pay all Project Costs, including Costs of Construction, if applicable, the City and the Authority hereby agree (i) to reduce the scope of the Project (particularly, flexible costs of the Project) in order that all of such costs will be covered without the necessity of issuing Additional Bonds, or (ii) to deposit additional moneys in the Escrow Account either through the issuance of Additional Bonds or from other legally available moneys sufficient to complete the acquisition and, if applicable, construction of the Project.

Section 7.5 Investment of Bond Fund and Reserve Fund Moneys. Subject to the provisions of Article VI of the Master Resolution, any moneys held as a part of the Bond Fund, the Reserve Fund, or any other fund created under said Master Resolution shall be invested and reinvested by the Authority in Investment Obligations (as defined in the Master Resolution).

ARTICLE VIII

TITLE TO THE PROJECT; CONVEYANCE TO THE CITY; SECURITY INTEREST

Section 8.1 Title to the Project. Title to the Project 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. The City shall not have any right, title, or interest in the 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 Master Resolution, the Authority shall grant to the Bondholders a security interest in the Project, the Base Rentals, and Additional Rentals received by the Authority under this Master Lease, and all other rights to receive payments. Upon execution of this Master Lease, the City and the Authority agree that the Authority shall execute the Security Documents and the Master Resolution. The Master Resolution creates a valid and binding pledge and assignment of and security interest in all of the personal property pledged as part of the Project, in favor of the Bondholder as security for payment of the Bonds, enforceable by the Bondholder in accordance with the terms thereof. Under

the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501 of the Local Government Bonding Act, Utah Code Annotated 1953, as amended, and is and shall be prior to any judicial lien hereafter imposed on the personal property pledged as part of the Project to enforce a judgment against the Authority on a simple contract.

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE; AND OTHER CHARGES

Section 9.1 Maintenance of the Project by the City. The City shall, at its own expense from available City Funds, operate, manage, keep, and maintain the Project 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 (i) 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; (ii) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and (iii) all insurance companies insuring all or any part of the Project. 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.

Without limiting the generality of the foregoing, the City shall, at the City's sole cost and expense, as if the City were the absolute owner thereof, from available City Funds, assume all responsibility for the Project (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 Project Site and all sidewalks and parkways located adjacent to the Project Site) and pay 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 Project. The City shall have the privilege of remodeling the 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 Master Resolution, 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 the 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 the 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 the 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 Project 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 Authority 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 Project, 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 Authority 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 Master Resolution and the Security Documents will be materially endangered or the Project 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 Authority 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 the 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 the Project, an Additional Rental, from and to the extent of City Funds, shall 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 Master Resolution), or any interest therein (including the interest of the Authority) or the rentals and revenues derived therefrom or hereunder. The City shall also pay 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 Project.

As long as the City is in possession of the Project 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 Project. The City in its discretion may discharge such responsibility by: (i) using its own employees; or (ii) contracting for services; or (iii) subleasing portions of the Project, subject to the provisions hereof and of the Master Resolution; or (iv) any combination of such methods. No such contract 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 Master Resolution 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 the Project. The Authority does not agree to provide anything more than the Project as herein defined, and shall have no obligation to incur any expense of any kind or character in connection with the management, operation, or maintenance of the Project during the Lease Term.

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 Authority, or in court, a bond or other security satisfactory to Authority pursuant to Section 1.18 of the Leasehold Deed of Trust, Assignment of Rents and Security Agreement delivered by the Authority unless the Authority 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 Master Resolution and the Security Documents will be materially endangered or the Project 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 Authority may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at a rate per annum equal to eighteen percent (18%) as of the date of payment, 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 Project against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage insurance, 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 Project. 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 amount of all of the Bonds then Outstanding. Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies or under self-insurance which cover not only the Project but other properties in the amounts required by the previous sentence. If a program of self-insurance is used, (i) such program must provide for disbursements therefrom without the approval of the governing body of the City and (ii) such program shall be reviewed at least annually by an actuarial consultant, 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 an amount not to exceed \$100,000.

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 Authority under the Master Resolution. The Net Proceeds of the insurance required in this Section 9.4 shall be applied as provided in Section 10.2 or, at the option of the City, Section 10.3 of this Master Lease. The City may settle, adjust, or compromise any claims for loss, damage, or

destruction under any policy or policies of insurance only with written approval of the Authority. Each insurance policy provided for in Section 9.4 of this Master Lease 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 or the Authority without first giving written notice thereof to the City, the Authority and the CIB at least ten (10) days in advance of such cancellation or modification. Copies of all insurance policies issued pursuant to Section 9.4 or Section 9.5 of this Master Lease, or certificates evidencing such policies, shall be deposited with Authority.

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 minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence and \$300,000 for property damage for any occurrence. The Authority 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 requirements of Section 9.4 hereof. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority.

Section 9.6 Worker's Compensation Coverage. At all times from the date hereof until the end of the Lease Term, the City shall 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 Project, including coverage for occupational diseases.

Section 9.7 Advances. In the event that the City shall fail to maintain the full insurance coverage required by this Master Lease or shall fail to keep the Project in good repair and operating condition, the Authority may (but shall be under no obligation to) 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 of eighteen percent (18%) per annum, 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 pays for any insurance policies required by this Article, the City will promptly pay directly to the Authority 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 Authority shall bear interest at the per annum rate of eighteen percent (18%). The City shall, upon the Authority's reasonable request, deposit with the Authority 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 Authority. If at any time and for any reason the funds deposited with the Authority 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 Authority.

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 Authority annually on or before the anniversary date of issuance of the Bonds. Policies providing said insurance shall require that notice of cancellation of any said insurance must be furnished to the Authority and the CIB 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 Master Resolution) (i) the Project 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 Project or any material portion thereof or the estate of the City or the Authority in the Project 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 the Project shall become apparent; or (iv) title to or the use of all or any material portion of the Project 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 the Project 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 shall cause the Net Proceeds of any insurance policies, performance bonds, or condemnation awards with respect to the Project to be deposited in a separate trust fund with the Authority. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, or improvement of the Project by the City upon receipt of a requisition acceptable to the Authority 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 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 Authority 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, if any, on the 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 Master Resolution), any balance remaining in such 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 or to redeem all Outstanding Bonds, 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 or the Bondholders 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 out of such Net Proceeds shall be subject to the security afforded by the Master Resolution, this Master Lease, and the Security Documents, and shall be included under the terms hereof.

Section 10.3 Discharge of the Obligation of the City to Repair and Replace the Project. In the event that the Net Proceeds of any insurance policy, performance bond, or condemnation award made available by reason of an occurrence described in Section 10.1 of this Master Lease shall be insufficient to pay in full the cost of any repair, restoration, or modification of the Project required under Section 10.2 of this Master Lease, then the obligation to repair and replace the Project under Section 10.2 of this Master Lease may, at the option of the City, 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 the Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals hereunder, and possession of the Project as well as all rights created pursuant to this Master Lease and interest of the City and the Authority therein and in any funds or accounts created under the Master Resolution (except for moneys held for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Bondholder. Thereafter, the Project may be liquidated pursuant to the provisions of the Master Resolution and 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 Master Resolution (except moneys held for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the Bonds on the next succeeding redemption date. Such redemption of Bonds shall be made upon full or partial payment of the principal amount of the Bonds then Outstanding and accrued interest thereon, if any, all in accordance with the Master Resolution. In the event that available moneys shall be insufficient to redeem said Bonds by payment of an amount equal to the Outstanding principal amount thereof and accrued interest, if any, to the redemption date, no further claim for payment may be had by the Bondholders against the Authority or the City, as provided in the Master Resolution.

Section 10.4 Cooperation of the Authority. The Authority 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 the Project or any portion thereof or any property of the City in connection with which the Project 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. In no event will the Authority 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 Project.

ARTICLE XI

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

Section 11.1 Disclaimer or Warranties. THE AUTHORITY MAKES NO 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 PROJECT OR ANY OF THE EQUIPMENT OR FIXTURES THEREIN OR ANY OTHER REPRESENTATION OR WARRANTY. In no event shall the Authority 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 Project 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 Authority 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, City, and City governments and of all courts or other governmental authorities having jurisdiction over the Project or any portion thereof and of all their respective departments, bureaus, and officials, and of the insurance regulatory agencies having jurisdiction over the Project, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Project 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 Project. The City and the Authority agree that the Bondholders or their duly authorized agents shall have the right at all reasonable times to enter upon the Project and to examine and inspect the Project. The Authority and its 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 Project.

Section 11.6 Granting of Easements. As long as no Event of Non-appropriation or an Event of Default with respect to the Project shall have happened and be continuing, the City may at any time or times grant easements, licenses, rights of way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property or rights included in this Master Lease and the Master Resolution, free from the security interest afforded by or under this Master Lease, the Master Resolution, and the Security Documents or the City may release 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 any instrument necessary or appropriate to confirm and grant or release 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 the Project or any material portion thereof; and (iii) an opinion of Independent Counsel that such grant or release will not materially weaken, diminish, or impair the security granted to the Bondholders and contemplated hereby or hereunder or under the Master Resolution or the Security Documents.

Section 11.7 Refunding Bonds. Refunding Bonds may be issued by the Authority in accordance with the provisions of this Section 11.7 and Section 3.9 of the Master Resolution. Prior to, or concurrently with, the issuance of and delivery of Refunding Bonds, the Authority shall pay, or make provision for the payment of, all Bonds then Outstanding (other than such Refunding Bonds) as set forth in Article IX of the Master Resolution.

Section 11.8 Issuance of Additional Bonds. Additional Bonds may be issued by the Authority in accordance with the provisions of Section 3.10 of the Master Resolution and with a corresponding effect on the Base Rentals and Additional Rentals due hereunder.

ARTICLE XII

CONVEYANCE OF THE PROJECT

Section 12.1 Conveyance of the Project. The Authority's right and interest in and to the Project shall be transferred, conveyed, and assigned by the Authority to the City:

(a) 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; or

(b) 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

(c) Upon the discharge of the lien of the Master Resolution under Article IX thereof.

The Authority agrees to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Master Resolution or the Security Documents upon the payment in full of the Bonds.

Section 12.2 Conveyance on Purchase of Project. At the closing of any purchase of the Project pursuant to the option to purchase granted in this Master Lease, the Authority shall, upon receipt 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 Master Resolution as the case may be, deliver to the City the following:

(a) If necessary, a release by the Authority of the lien under the Master Resolution and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by this Master Lease with respect to such Project, the Master Resolution and Security Documents.

(b) All necessary documents conveying to the City good and marketable title to the Project as it then exists subject to the following: (i) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (ii) 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 (iii) Permitted Encumbrances, other than the Master Resolution, 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 the Master Resolution.

Section 12.3 Relative Position of Option and Master Resolution. The purchase option granted to the City in this Article XII with respect to the Project shall be and remain prior and superior to the Master Resolution and the Security Documents and may be exercised whether or not an Event of Non-appropriation or an Event of Default shall have occurred and be continuing hereunder or under the Master Resolution and the Security Documents; provided, however, that such option must be exercised before the later of (i) ninety (90) days after notification in writing by the Authority to the City of the occurrence of an Event of Default under the Master Resolution, the Master Lease, or the Security Documents or (ii) the ultimate disposition of the Project 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 Non-appropriation.

ARTICLE XIII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION AND SELLING

Section 13.1 The Authority to Grant Security Interest to Bondholder. The parties hereto agree that pursuant to the Master Resolution and the Security Documents, the Authority shall and does hereby pledge and assign to the Bondholders 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. The City may, with the written consent of the Authority, enter into a sublease of all or portions of the Project without the necessity of obtaining the consent of any Bondholder; subject, however, to each of the following conditions:

- (a) the Project may only be subleased or assigned to a municipality, county, district, nonprofit corporation, if those nonprofit corporations were formerly public bodies, or an agency or department of the State;
- (b) this Master Lease and the obligations of the City to make payment of Base Rentals and Additional Rentals hereunder 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 a true and complete copy of each sublease;
- (d) no sublease shall cause the Project, in whole or in part, to be used for a purpose other than a governmental or proprietary public function authorized under the provisions of the Constitution and laws of the State; and
- (e) any such sublease shall be expressly subordinate to the rights of the Authority and the Bondholders under the Master Resolution, this Master Lease, and the Security Documents.

After an Event of Non-appropriation or an Event of Default and the foreclosure of the security afforded under the Master Lease, the Master Resolution, or the Security Documents, the Authority may collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees.

The Authority shall be empowered, after an Event of Non-appropriation or an Event of Default and the foreclosure of the security afforded under this Master Lease, the applicable Master Resolution, or the applicable Security Documents with respect to the Project, 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 with respect to the Project, 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.

Section 13.3 Release and Indemnification Covenants. To the extent of the Net Proceeds of the insurance coverage of the City and contractor's performance and payment bonds for the Project required hereunder, the City shall and hereby agrees to indemnify and save the Authority 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 Project during the Lease Term from: (i) any condition of the Project; 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 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, shall defend them or either of them in any action or proceeding.

In exchange for the City's agreement to indemnify the Authority as provided in this Section 13.3, the Authority hereby agrees to assert any cause of action that it might have against any third parties for the benefit of the City. Furthermore, in no event will the Authority voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Project 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 Master Resolution) and all fees and charges of Authority, all references in this Master Lease to said Bonds shall be ineffective and the Bondholders shall thereafter have no 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 may from time to time in its sole discretion and at its own expense, install machinery, equipment, and other tangible property in the Project. 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, shall remain the sole property of the City, in which the Authority shall have no interest and may be removed by the City at any time; provided, however, that the City shall be obligated to repair any damage to the Project, 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 Master Resolution, the Security Documents, and this Master Lease. Equipment of the Project financed with proceeds of the Bonds may not be relocated by the City from the Project. Any item of such equipment which shall be determined by the City to be no longer usable in connection with the Project may be sold by the City after written notice to the Authority 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 Master Resolution, 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 Non-appropriation, for a period of five (5) days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Authority or, in any event, a failure by the City to make such payments within fifteen (15) 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 (30) days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Authority, unless the Authority 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 Authority shall not unreasonably withhold its 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 the Project; or

(d) The City’s interest in this Master Lease or any part thereof with respect to the Project 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 (60) 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 Non-appropriation; 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, the Authority shall have the right, at its option or at the direction of the Bondholders as provided in the Master Resolution 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 Project; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Project.

The obligation of the City to vacate the Project as provided in **Error! Reference source not found.** of this Master Lease shall also apply to an Event of Default. Any amounts 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 Master Resolution.

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 Non-appropriation under this Master Lease. In the event the security interest created under the Master Resolution, this Master Lease, or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default or an Event of Non-appropriation, 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 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 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.

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, to the Municipal Building Authority of the City of St. George, Utah, 175 East 200 North, St. George, Utah 84770, Attention: Chair/President; if to the City, to 175 East 200 North, St. George, Utah, 84770 Attention: Mayor; and if to the Bondholders, to their address as shown on the registration list kept by the Authority. A duplicate copy of each notice, certificate, or other communication given hereunder by the Authority or the City shall also be given to the Bondholders. The Authority, the City, and the Bondholders 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 2.1(a), 2.2(b), 2.2(f), and 13.2 of this Master Lease.

Section 15.4 Severability. In the event any provision of this Master 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 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 Bond Fund and Reserve Fund; Dissolution. It is agreed by the parties hereto that any amounts remaining in the Bond Fund or 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 Master Resolution) and the fees and expenses of Authority and any paying agents in accordance with the Master Resolution, shall belong to and be paid to the City by the Authority 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 Master Resolution) 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 Authority Act.

Section 15.6 Amendments, Changes, and Modifications. Subsequent to the issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Master Resolution), and except as otherwise herein expressly provided, this Master Lease may not be effectively amended, changed, modified, altered, or terminated except as provided in the Master Resolution.

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 Master 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 Master Resolution 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 the seal of its City Recorder 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 THE CITY OF ST. GEORGE, UTAH

(SEAL)

By: _____
Chair/President

ATTEST:

By: _____
Secretary-Treasurer

CITY OF ST. GEORGE, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On this _____, 2023, before me, the undersigned notary, personally appeared Michele Randall and Christina Fernandez, the Chair/President and the Secretary-Treasurer, respectively, of the Municipal Building Authority of the City of St. George, 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 or affirmed to me that their signatures are voluntary.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On this _____, 2023, before me, the undersigned notary, personally appeared Michele Randall and Christina Fernandez, the Mayor and City Recorder, respectively, of the City of St. George, 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 or affirmed to me that their signatures are voluntary.

NOTARY PUBLIC

EXHIBIT A

The Project is described as follows:

Description of Project: Construction of a parking structure and all related improvements

Description of Project Site: Washington County, Utah:

EXHIBIT B

LEASE PAYMENT SCHEDULE
SERIES 2023

<u>Date</u> <u>(_____)</u>	<u>Principal</u>	<u>Interest</u>	<u>Reserve Fund</u> <u>Requirement</u>	<u>Series 2023</u> <u>Payment</u>
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WHEN RECORDED, RETURN TO:

Randall M. Larsen
Gilmore & Bell, P.C.
15 W. South Temple, Suite 1450
Salt Lake City, Utah 84101

DEED OF TRUST,
ASSIGNMENT OF RENTS
AND
SECURITY AGREEMENT

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (“Deed of Trust”) is made as of ____, 2023, by and among the Municipal Building Authority of the City of St. George, Utah, a nonprofit corporation duly organized under the laws of the State of Utah (“Trustor”) whose address for purposes of this agreement is 175 East 200 North, St. George, Utah 84770; _____ (“Trustee”), whose place of business is _____ and the State of Utah Permanent Community Impact Fund Board or any successor thereof, as Bondholder (the “Beneficiary”) under a Master Resolution (the “Master Resolution”) dated as of _____, 2023, in connection with the issuance of the \$ _____ Municipal Building Authority of the City of St. George, Utah Lease Revenue Bonds, Series 2023 (the “Bonds”).

W I T N E S S E T H:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, assigns, conveys and warrants to Trustee for the benefit of the Beneficiary, IN TRUST, WITH POWER OF SALE, under and subject to the terms and conditions hereinafter set forth, that estate created by and all right, title and interest of the Trustor in fee that property situated in Washington County, Utah described in Exhibit A attached hereto (the “Property”), including, but not limited to, all of Trustor’s right, title and interest in and to all the improvements on said Property and appurtenances. The interests of Trustor in the Property as described in the attached Exhibit A and all of the improvements and appurtenances relating thereto are collectively referred to hereinafter as the “Project”;

TOGETHER WITH all rents, issues, profits, privileges, licenses, royalties, income and other benefits derived from the Project (collectively the “rents”);

TOGETHER WITH all right, title and interest of Trustor in and to all leases or subleases covering the Project or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits and payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Project or any portion thereof or interest thereon, and any greater estate in the Project owned or hereafter acquired;

TOGETHER WITH all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Project;

TOGETHER WITH all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection with or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Project, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Project;

TOGETHER WITH all right, title and interest of Trustor in and to any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, fittings, and other articles attached to said buildings and improvements financed or refinanced with proceeds of the Series 2023 Bonds or any Additional Bonds or Refunding Bonds (these and all terms herein commencing with initial capital letters and not otherwise defined herein shall have meanings as defined in the Indenture), including but not limited to all machinery, equipment, material, appliances and fixtures now or hereafter installed or placed in said buildings or on the Property, together with all substitutions, replacements and renewals thereof, for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes, for the removal of dust, refuse or garbage, and including stoves, ranges, cabinets, laundry equipment, all elevators, awnings, window shades, venetian blinds, drapery rods and brackets, screens, floor coverings, including all rugs and carpets attached to floors, lobby furnishings and incinerators and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed on the Property, being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust, things affixed to and a part of the Project described herein; the specific enumerations herein not excluding the general (the "Improvements"); excepting any personal property or fixtures of any tenant which are not financed or refinanced with proceeds of the Series 2023 Bonds or any Additional Bonds or Refunding Bonds (the Series 2023 Bonds and Additional Bonds and Refunding Bonds are collectively referred to herein as the "Bonds"); and

TOGETHER WITH all the estate, interest, right, title and other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereof, which Trustor now has or may hereafter acquire in the Project, and any and all awards made for the taking from the Trustor by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

TOGETHER WITH all right, title and interest of Trustor in and to all tangible personal property financed or refinanced with proceeds of the Series 2023 Bonds or any Additional Bonds or Refunding Bonds (the “Personal Property”) owned by Trustor and now or at any time hereafter located on or at the Project or used in connection therewith, including, but not limited to: furnishings, machinery and equipment, together with all substitutions, replacements and renewals thereof.

The entire estate, Property and interest hereby conveyed to Trustee as described above may hereafter be referred to as the “Trust Estate.” Notwithstanding the breadth of the foregoing, the property covered by this Deed of Trust shall not include: (i) personal property which may be owned by lessees or other occupants of any portion of the Project, rather than by Trustor, or which may be leased by such lessees or other occupants from a party other than Trustor; or (ii) material, equipment, tools, machinery or other personal property which has been brought upon the Project only for use in construction, maintenance or repair and which is not intended to remain after the completion of such construction, maintenance or repair, and which is not necessary for occupancy, maintenance or use of the Project or the improvements thereon, provided, however, that this provision shall not limit Trustor’s right to assert a landlord’s lien against a defaulting tenant.

FOR THE PURPOSES OF SECURING:

(A) (1) Payment of the principal, interest and premium, if any, of the Bonds (as defined in the Indenture) of Trustor, issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium, if any, as therein set forth, and any extensions and/or renewals or modifications thereof; (2) payment of the principal, interest and premium, if any, on any Additional Bonds or Refunding Bonds issued pursuant to the Indenture, and payable at the times, in the manner and with interest and premium as therein set forth, and any extensions and/or renewals or modifications thereof; (3) the performance of each agreement of Trustor contained in the Bonds, the Indenture, the Master Lease with respect to the Project and this Deed of Trust and any other instrument securing payment of the Bonds; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms of this Deed of Trust (including, but not limited to the payments outlined in Sections 1.11 and 1.18 of this Deed of Trust), any other instrument securing payment of the Bonds, the Indenture or the Master Lease, together with interest thereon as provided in the Indenture.

(B) Performance of all obligations of Trustor under the Indenture and each agreement of Trustor incorporated by reference therein or herein, or contained therein or herein.

(C) Performance of all obligations of Trustor contained in this Deed of Trust, the Bonds, the Indenture and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby.

This Deed of Trust, the Bonds, the Indenture, the Master Lease and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the “Loan Instruments.”

TO PROTECT THE SECURITY OF THE LOAN INSTRUMENTS, TRUSTOR
HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I

COVENANTS AND AGREEMENTS OF TRUSTOR

Section 1.1 Payment of Secured Obligations. Trustor hereby covenants and agrees to pay when due the principal of, premium, if any, and the interest on, the indebtedness evidenced by the Bonds (as set forth therein), all charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Deed of Trust.

Section 1.2 Maintenance, Repair, Alterations. Trustor hereby covenants and agrees to keep the Trust Estate or cause the Trust Estate to be kept in good condition and repair; not to remove, demolish or materially alter (except such alterations as may be required by laws, ordinances or regulations) any buildings or fixtures constituting part of the Improvements in such a manner as to in any way damage the Improvements or in any way reduce the fair rental value of the Improvements to less than the fair rental value of the Improvements immediately prior to such alteration; to complete promptly and in good and workmanlike manner any improvement which may be constructed on the Project and, to the extent provided in the Indenture and in the Master Lease, promptly restore in like manner any Improvements which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, to keep and maintain or cause to be kept and maintained, grounds, sidewalks, roads, parking and landscaped areas in good and neat order and repair; not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Section 1.2, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

Section 1.3 Required Insurance. Trustor hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as is set forth in Article IX of the Master Lease with respect to the Improvements.

Section 1.4 Payment of Premiums. In the event Trustor fails to provide (as may be evidenced by certificate), maintain, keep in force or deliver and furnish to Beneficiary policies of insurance required by Article IX of the Master Lease, Beneficiary, in addition to all other rights it may have hereunder, including, without limitation, those set forth in Article III hereof, may, but shall not be required to, procure such insurance or single interest insurance for such risks covering Beneficiary's interest, and Trustor will pay, or cause to be paid, all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Trustor therefor the amount of all such premiums which have been

paid by Beneficiary shall bear interest at a rate per annum provided in Article IX of the Master Lease. Trustor shall, upon Beneficiary's reasonable request, deposit, or cause to be deposited, with Beneficiary in monthly installments, an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust. Trustor further agrees, upon Beneficiary's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements or other documents, and provided Trustor has deposited sufficient funds with Beneficiary pursuant to this Section 1.4, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit, or cause to be deposited, an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.4.

Section 1.5 Insurance Proceeds. After the happening of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary.

(a) In the event of any damage or destruction of the Project, Trustor shall apply the insurance proceeds in the manner set forth in Article X of the Master Lease.

(b) In the event of such loss or damage, all proceeds of insurance shall be payable pursuant to subparagraph (a) above. Except as otherwise provided in the Master Lease, Trustor may settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance only with written approval of Beneficiary, but subject to the rights of Bondholders under the Indenture.

(c) Except to the extent that insurance proceeds are received by Trustor and applied to the indebtedness secured hereby, pursuant to the Indenture and the Master Lease, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in Section 1.2 hereof or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

Section 1.6 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate.

Section 1.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation, commenced by anyone other than Trustor, concerning this Deed of Trust or the Trust Estate or any part thereof or interest therein, or the occupancy thereof by Trustor, except in cases of fraud, gross negligence or willful misconduct on the part of Beneficiary, then Trustor shall, to the extent permitted by law, indemnify, defend and hold Beneficiary harmless from and against all liability by reason of said litigation (including any appeals), including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys' fees and expenses actually incurred (including Beneficiary's attorney's fees and costs associated with all appeals), and the right to such attorney's fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorney's fees and expenses incurred by Beneficiary (including those associated with any appeal), whether or not an action is actually commenced against Trustor by reason of breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense (except payment) and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Project or any part thereof by title paramount or otherwise; or (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing.

Section 1.8 Taxes and Impositions.

(a) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including without limitation non-governmental levies or assessments such as maintenance charges, association dues or charges or fees, and levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate or become due and payable, and which create or may create a lien upon the Trust Estate, or any part thereof, or upon any equipment or other facility used by Trustor in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments, or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Anything to the contrary notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Trustor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable by Trustor, official receipts of the appropriate taxing authority or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

(e) If requested by Beneficiary, Trustor shall cause to be furnished to Beneficiary a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

(f) Trustor has the right to contest Impositions to the extent permitted by Section 9.3 of the Master Lease.

Section 1.9 Utilities. Trustor hereby covenants and agrees to pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which

may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 1.10 Actions Affecting Trust Estate. Trustor hereby covenants and agrees to appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

Section 1.11 Actions by Trustee and/or Beneficiary to Preserve Trust Estate. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do but without releasing Trustor from any obligations, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and/or Trustee shall have and are hereby given the right, but not the obligation (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect or appears to affect the security of this Deed of Trust (including condemnation or eminent domain proceedings) or which may result in the creation of any lien (except the lien created by the Indenture) against the Trust Estate; and (iv) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation, costs of evidence of title, court costs, appraisals, surveys and attorney's fees, together with interest thereon accruing at the rate set forth in the Indenture.

Section 1.12 Survival of Warranties. Subject to the limitations set forth in Section 5.9 herein, Trustor hereby covenants and agrees to fully and faithfully satisfy and perform the obligations of Trustor contained in the Loan Instruments and each agreement of Trustor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of Trustor contained therein or incorporated by reference shall survive funding of the loan evidenced by the Bonds and shall remain continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

Section 1.13 Eminent Domain. Should the Trust Estate, or any material part thereof or interest therein, be taken from Trustor or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary and all proceeds payable therefrom shall be utilized in the manner set forth in Article X of the Master Lease.

Section 1.14 Additional Security. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

Section 1.15 Appointment of Successor Trustee. Beneficiary may, from time to time, by complying with the provisions of the applicable law of the State of Utah substitute a successor or successors to the Trustee named herein or acting hereunder.

Section 1.16 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall be deemed to include the Registered Owners of the Bonds and any trustee therefor, whether or not named as Beneficiary herein.

Section 1.17 Inspections. Beneficiary, or his agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the Trust Estate and performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

Section 1.18 Liens. Trustor hereby covenants and agrees to pay and promptly discharge in accordance with the terms thereof or of the indebtedness secured thereby, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein; provided that the existence of any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right thereto shall not constitute a violation of this Section 1.18 if payment is not yet due under the contract which is the foundation thereof and if such contract does not postpone payment for more than 60 days after the performance thereof. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge. In the event of any such contest, the Trustor may permit the lien, encumbrance or charge so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee or Beneficiary shall notify the Trustor that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the Indenture and the Master Lease or this Deed of Trust will be materially endangered or the Trust Estate or any portion thereof will be subject to loss or forfeiture, in which event such lien, encumbrance or charge shall be paid forthwith. Prior to commencing such contest, Trustor shall first deposit, or cause to be deposited, with Beneficiary, or in court, a bond or other security satisfactory to Beneficiary, at Beneficiary's election, in such amounts as Beneficiary shall reasonably require, but not more than one hundred ten percent (110%) of the amount of the claim, and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge or purchase the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law.

Section 1.19 Trustee's Powers. At any time, or from time to time, without liability therefor, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may, (i) reconvey any part of said Trust Estate; (ii) consent in writing to the making of any map or plat thereof; or (iii) join in granting any easement or creating any restriction affecting this Deed of Trust or any agreement subordinating the lien or charge hereof, subject to the rights of Bondholders under the Indenture.

Section 1.20 Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. Trustor hereby consents to the foregoing powers and rights of Beneficiary, and, to the extent permitted by law, waives any right to assert that such actions by the Beneficiary shall constitute a breach by the Beneficiary under this Deed of Trust, under any of the Loan Instruments or under applicable law.

ARTICLE II

ASSIGNMENT OF RENTS, ISSUES AND PROFITS

Section 2.1 Assignment of Rents. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to endorse instruments payable to Trustor, and to give receipts, releases and satisfactions for all such rents, issues and profits and apply the same to the indebtedness secured hereby. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

Section 2.2 Collection Upon Default. Upon any event of default under any of the Loan Instruments, and after the passage of any applicable grace period, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits of the Trust Estate, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine, subject to the rights of Bondholders under

the Indenture. The collection of rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default, notice of default, or notice of sale hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Failure or discontinuance by Beneficiary at any time or from time to time to collect any such rents, issues or profits shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same.

ARTICLE III SECURITY AGREEMENT

Section 3.1 Creation of Security Interest. Trustor hereby grants to Beneficiary a security interest in the Personal Property for the purpose of securing all obligations of Trustor contained in any of the Loan Instruments or herein. This Deed of Trust shall be deemed the Security Agreement as defined in the Uniform Commercial Code of Utah and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein, or (ii) as provided by general law, or (iii) as to such part of the security which is also reflected in any financing statement or statements (the "Financing Statement") as provided by the specific statutory consequences now or hereafter enacted and specified in the Uniform Commercial Code of Utah, all at Beneficiary's sole election, subject to the rights of Bondholders, under the Indenture. The mention in any such Financing Statement of (1) the rights in or the proceeds of any fire and/or hazard insurance, (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) the Trustor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the premises shall never be construed as in any wise altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of the Beneficiary's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time with respect to (1), (2) or (3) rule that notice of Beneficiary's priority of interest to be effective against a particular class of persons, divisions or entity of the Federal Government, must be filed in the Uniform Commercial Code records.

Section 3.2 Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

Trustor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for the Permitted Encumbrances defined in the Master Lease and except for the security interest granted hereby. Trustor will notify Beneficiary of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

Trustor will not sell the Personal Property without the prior written consent of Beneficiary unless said personal property is promptly replaced by personal property of like quality and value.

The Personal Property is not used or bought for personal, family or household purposes.

The Personal Property (with the exception of funds held by Beneficiary) will be kept on or at the Project and, except as otherwise provided in the Master Lease, Trustor will not remove the Personal Property from the Project without the prior written consent of Beneficiary, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor.

Trustor maintains a place of business in the State of Utah and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements, continuation statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

All covenants and obligations of Trustor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

ARTICLE IV

REMEDIES UPON DEFAULT

Section 4.1 Events of Default. Any of the following events shall be deemed an event of default hereunder.

- (a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby; or
- (b) There shall occur an Event of Default set forth in Section 9.1 of the Indenture, or 14.1 of the Master Lease or any other default under any of the Loan Instruments, including but not limited to any breach in the due observance or performance of any covenant, condition or agreement contained therein.

Section 4.2 Acceleration Upon Default, Additional Remedies. Time is of the essence hereof. In the event of any event of default hereunder, Beneficiary may declare all indebtedness secured hereby to be due and payable by written notice to the Trustor as outlined in Section 9.2 of the General Indenture and the same shall thereupon become due and payable without presentment, demand, protest or notice of any kind. Thereafter

Beneficiary may exercise any or all of the following remedies, or any other remedies which Beneficiary is entitled to under any of the Loan Instruments or applicable law:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or a part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorney's fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine, subject to the rights of the Bondholders under the Indenture. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee and/or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; and/or

(c) Cause Trustor's interest in the Trust Estate to be sold by the Trustee under the power of sale set forth herein.

Section 4.3 Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured hereby as Trustee may require; provided, however, that the Trustee shall also notify the City of the Event of Default and of the City's right, within 90 days following its receipt of such notice, to exercise its option and purchase the Project as more fully outlined in Section 9.2 of the General Indenture and Article XII of the Master Lease. If the City fails to exercise such option and purchase the Project on or prior to the expiration of such 90 day period, the Trustee shall proceed as follows:

(a) Trustee shall exercise on behalf of Beneficiary the power of sale granted herein by complying with all requirements of applicable law. Trustee shall execute and deliver to the purchaser or purchasers of the Trust Estate its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor

hereby covenants to warrant and defend the title of such purchaser or purchasers from claims arising by, through or under Trustor.

(b) After deducting all costs, fees and expenses of Trustee and of this trust, including, but not limited to, attorney fees and costs, and costs of evidence of title in connection with the sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest per annum as set forth in the Indenture; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the county clerk of the county in which the sale took place.

(c) The person conducting the sale may, for any cause such person deems expedient, postpone the sale in accordance with Utah law and, in every case, notice of such postponement shall be given by public declaration by such person at the time and place last appointed for the sale.

Section 4.4 Foreclosure as Mortgage. Should Beneficiary elect to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court, including all appeals. To the extent permitted by law, Beneficiary shall be entitled to possession of the Project during any redemption period allowed under the laws of the State of Utah.

Section 4.5 Appointment of Receiver. If any event of default described in Section 4.1 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all powers and duties of Beneficiary in case of entry as provided in Section 4.2(a) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated. Beneficiary's rights under this Section 4.5 shall be in addition to, and not a limitation of, Beneficiary's rights under Section 2.2 and 4.2(a) of this Deed of Trust.

Section 4.6 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust, under any Loan Instrument or other agreement, and under any laws now or hereafter in force, notwithstanding that some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize

upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

Section 4.7 Request for Notice. Trustor hereby requests a copy of any Notice of Default or Notice of Sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

ARTICLE V

MISCELLANEOUS

Section 5.1 Governing Law; Severability of Provisions of Loan Instruments; Waivers, etc. This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the parties against whom enforcement of any waiver, change, discharge or termination is sought.

Section 5.2 Limitation of Interest. It is the intent of Trustor and Beneficiary in the execution of this Deed of Trust and the Bonds and all other instruments securing the Bonds to contract in strict compliance with the laws of the State of Utah governing the loan evidenced by the Bonds. In furtherance thereof, Trustor stipulates and agrees that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Utah governing the loan evidenced by the Bonds. Trustor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Bonds shall never be liable for unearned interest on the Bonds and shall never be required to pay interest on the Bonds at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Utah and the provisions of this Section shall control over all other provisions of the Bonds and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Bonds shall collect monies which are deemed to constitute interest which would otherwise increase the effective interest rate on the Bonds to a rate in excess of that permitted to be charged by

the laws of the State of Utah, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the Trustor upon such determination.

Section 5.3 Statements by Trustor. Trustor, within ten (10) days after receiving a request from the Beneficiary, will furnish to Beneficiary a written statement stating the unpaid principal and any interest on the Bonds and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest.

Section 5.4 Reconveyance by Trustee. Portions of the Property may be released by the Trustee upon compliance with the provisions of Section 11.6 of the Master Lease. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

Section 5.5 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or four (4) days after being mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 5.6 Acceptance by Trustee. Trustee shall be deemed to have accepted this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 5.7 Captions. The captions or headings at the beginning of each Section hereof are for convenience of the parties and are not a part of this Deed of Trust.

Section 5.8 No Merger. If both the Trustor's and Beneficiary's estates in any portion of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

Section 5.9 Limited Right of Bondholders Against the Trustor. Notwithstanding anything else contained herein to the contrary, the rights of the Trustee, Beneficiary and the Bondholders to exercise remedies against the Trustor in accordance with this Deed of Trust are subject to the terms and provisions of the Indenture and the Master Lease, in particular but not limited to Article XIV of the Master Lease and Article IX of the General Indenture. Additionally, no deficiency judgment upon foreclosure may be entered against the City of St. George, Utah, the State of Utah or any of its political subdivisions.

Section 5.10 No Waiver. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

Section 5.11 Severability. The terms and provisions of this 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 5.12 Substitution of Property. The property that is the subject of this Deed of Trust may be substituted upon (i) delivery of a new Exhibit A hereto and (ii) delivery of any amendment hereto required by any such substitution.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

MUNICIPAL BUILDING AUTHORITY
OF THE CITY OF ST. GEORGE, UTAH

(SEAL)

By: _____
Chair/President

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On this _____, 2023, before me, the undersigned notary, personally appeared Michele Randall and Christina Fernandez, the Chair/President and the Secretary-Treasurer, respectively, of the Municipal Building Authority of the City of St. George, 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 or affirmed to me that their signatures are voluntary.

Notary Public

EXHIBIT A

PROPERTY

The real property located in Washington County, Utah, described as follows: