Lehi City Council Meeting
Agenda
October 11, 2022

5:30 PM - Lehi City Council Chambers (153 N. 100 E., Lehi, Utah)

Pre-Council, 5:30 p.m.

1. Welcome and Opening Comment

2. Presentations and Reports

   2.1. Swearing-In Ceremony for Lehi Youth Council

   2.2. Fiber Network Update

   2.3. Discussion of the Thanksgiving Point Area Plan Amendment
   Lehi Thanksgiving Station - Improvement & Trigger Summary 202208.pdf
   Thanksgiving Station TOD Area Design Guidelines 10.05.22.pdf
   Thanksgiving Station TOD Area Standards 10.05.22.pdf
   Map of Land Uses & RC Allocations 10.04.22.pdf
   2022 Land Use Table 10.6.22 - FINAL.xlsx
   Thanksgiving Station Area Plan Amendment 09.28.22 map of land uses, land use table, trigger summary.pdf

3. Agenda Questions
   The Mayor and City Council discuss and ask questions on items on the Regular Session agenda.

4. Administrative Report

5. Mayor and Council Reports
   Calendar items and outside Committee reports

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

2. 20 Minute Citizen Input
   (for public comments on items not listed on the agenda. Comments limited to 3 minutes per person with a time limit not to exceed 20 minutes for this item.)

3. Consent Agenda

3.1. Approve Purchase Orders
PO Index.pdf
Priemier Truck Group Sewer Vac Truck.pdf
Dawson Infrastructure Solutions VAC Truck.pdf

3.2. Approve Minutes from the September 27, 2022 City Council Meeting.
092722CC.pdf

Regular Agenda

4. Consideration of Resolution #2022-89 approving non-exclusive network access and retail service agreements with Beehive Broadband, Centracom, Intellipop, Sumofiber, and Xmission.
Petitioner: Lehi City
Res 2022-89.docx
Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) Beehive.docx
Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) CentraCom.docx
Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) Intellipop.docx
Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) Sumo.docx
Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) XMission.docx

5. Consideration of Resolution #2022-87, authorizing the issuance and the sale of not to exceed $4,000,000 aggregate principal amount of Water Revenue Bonds.
Petitioner: Lehi City
Res 2022-87.docx

6. Consideration of Resolution #2022-88, authorizing and approving the execution and delivery of a Master Lease Agreement by and between the City and the Local Building Authority of Lehi City (the "Authority"), a Ground Lease Agreement and Bond Purchase Contract; authorizing the issuance and sale by the Authority of its lease revenue bonds, series 2022, in an aggregate principal amount of not more than $29,000,000; and related matters.
Petitioner: Lehi City
Res 2022-88 Resolution of City -LBA Lehi Lease Revenue Bonds 2022.docx
General Indenture - Lehi LBA Lease Revenue 2022.docx
First Supplemental Indenture - Lehi LBA Lease Revenue 2022.docx
Ground Lease - Lehi LBA Lease Revenue 2022.docx

Master Lease - Lehi LBA Lease Revenue 2022.docx
Leasehold Deed of Trust - Lehi LBA Lease Revenue 2022.docx
Assignment of Ground Lease - Lehi LBA Lease Revenue 2022.docx
Bond Purchase Agreement - Lehi LBA Lease Revenue Bonds 2022 Stifel (QB).docx
Preliminary Official Statement - Lehi LBA Lease Rev Bonds 2022.docx

7. Consideration of Ordinance #58-2022, the All Seasons Assisted Living General Plan Amendment on 1.52-acres of property located at 322 & 344 North 2375 West changing the designation from VLDRA (very low-density residential agriculture) to NC (neighborhood commercial).
   Petitioner: Jeffrey Merchant
   CC Staff Report All Seasons Assisted Living General Plan Amendment 10.11.22.docx
   All Seasons Assisted Living General Plan Amendment DRC 8.31.22.docx
   Ord 58-2022.docx
   All Seasons Assisted Living General Plan Amendment narrative.pdf
   Lehi Parcels together.pdf
   All Seasons Aerial.pdf
   All Season Zoning.pdf
   All Seasons General Plan.pdf

8. Consideration of Ordinance #59-2022, a Development Code Amendment to Chapters 11 and 37, clarifying site plan review requirements for projects in the Historic District.
   Petitioner: Lehi City
   CC Staff Report Ch 11 & 37 Development Code Amendment 10.11.22.docx
   Chapters 11 & 37 Development Code DRC 9.7.22.docx
   Ord 59-2022.docx
   Ch 11 Edit.pdf
   Ch 37 Edit.pdf

9. Consideration of Ordinance #60-2022, a Development Code Amendment to the Lehi City Development Code Section 21.080, Mobile Food Vendors.
   Petitioner: Lehi City
   CC Staff Report Ch 21 Dev Code Amendment- Mobile Food Vendors 10.11.22.docx
   Development Code Section 21.080 Mobile Food Vendors DRC 8.31.22.docx
   Ord 60-2022.docx
   Development Code Amendment Ch21 food truck licensing.pdf

10. Adjournment

- Public is invited to attend all City Council Meetings
- In compliance with the Americans with Disabilities Act, persons in need of special accommodations should contact the City Recorder at 385-201-2269
- This agenda has been properly posted and a copy provided to the local news media.

Agenda Item No: 2.1

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Swearing-In Ceremony for Lehi Youth Council

Suggested Action:

Attachments:

Agenda Item No: 2.2

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Presentation
Agenda Section: Presentations and Reports

Subject:
Fiber Network Update

Suggested Action:

Attachments:

Agenda Item No: 2.3

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Discussion
Agenda Section: Presentations and Reports

Subject:
Discussion of the Thanksgiving Point Area Plan Amendment

Suggested Action:

Attachments:

Lehi Thanksgiving Station - Improvement & Trigger Summary 202208.pdf

Thanksgiving Station TOD Area Design Guidelines 10.05.22.pdf

Thanksgiving Station TOD Area Standards 10.05.22.pdf

Map of Land Uses & RC Allocations 10.04.22.pdf

2022 Land Use Table 10.6.22 - FINAL.xlsx

Thanksgiving Station Area Plan Amendment 09.28.22 map of land uses, land use table, trigger summary.pdf

Lehi Thanksgiving Station – Improvement & Trigger Summary (based on March 18, 2022 TIS) – SCENARIO 1

REGIONAL ROADWAYS & PROJECT PHASING

- **2023**: Project construction begins
- **2028**: Clubhouse Dr needed to mitigate Triumph Blvd (1,220 units, 1,030.5 ksf comm.)
- **2029**: North Interchange needed to mitigate Clubhouse Drive (1,365 units, 1,036.9 ksf comm.)
- **2031**: Project full build (2,000 units / 1,380 ksf comm.)
- **2038**: 2100 North Freeway needed to mitigate Clubhouse Drive

INTERSECTION IMPROVEMENTS

2021

Background Improvements*

- **Triumph Blvd / 2100 North:** Install SB free right-turn, EB dual left-turn lanes, and a NB right-turn pocket, add back-to-back left-turn lanes in center, and extend WB storage length
- **Triumph Blvd:** Widen to 5 lanes south of 2100 North
- **2150 North / Triumph Blvd:** Restrict NB and EB lefts and construct a new access directly onto 2100 North
- **Ashton Blvd / Triumph Blvd:** Add SB and WB right-turn pockets, dual EB right-turn lanes, and coordinate

2030

Background Improvements*

- TIS Assumption: Clubhouse Dr extension complete
- TIS Assumption: 3600 West widened to 5 lanes south of 2100 North
- **SB Frontage Road / S.R. 92:** Install second SB right-turn lane, remove inside thru lane
- **Ashton Blvd / Clubhouse Dr:** Coordinate signal E-W, add WB and SB right-turn pockets and SB dual left-turn lanes, and implement NB and EB PM/PT left-turn phasing
- **3600 West / 2100 North:** Add 2nd NB and SB thru lanes through middle and EB and WB dual left-turn lanes
- **Waterbury Dr / 3600 West:** Signalize
- **2450 North / 3600 West:** Signalize
- **2700 North / 3600 West:** Convert NB approach to a shared thru/left-turn lane and a thru lane
- **NB Frontage Road / Triumph Blvd:** Install SWB right-turn pocket

Plus Project Improvements*

- **2700 North / 3600 West:** Signalize
- **Ashton Blvd / Triumph Blvd:** Install EB and WB dual left turn lanes and a 3rd SB thru lane
- **Sycamore Ln / Ashton Blvd:** Signalize
- **Triumph Blvd / 2100 North:** Install WB dual left-turn lanes

2040

Background Improvements*

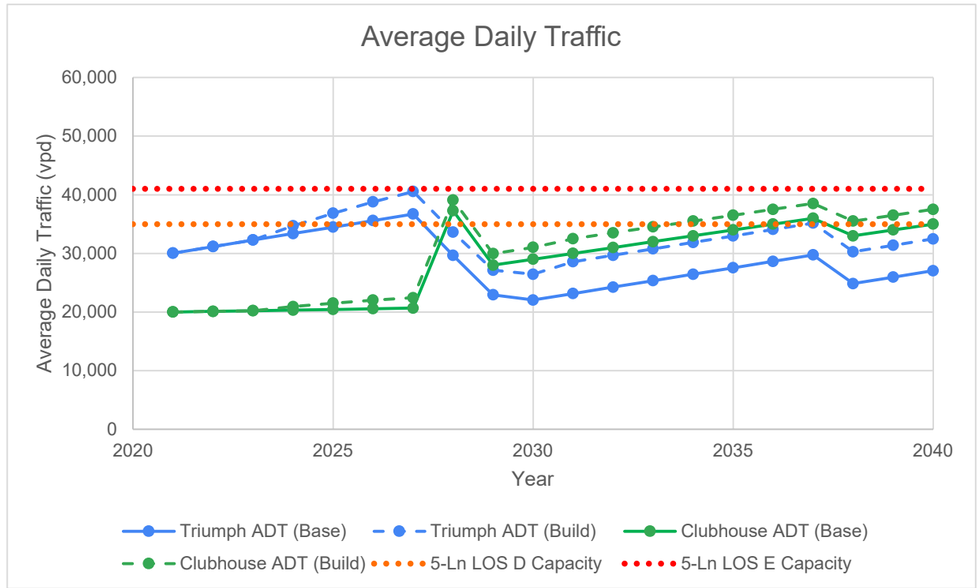
- TIS Assumption: 2100 North freeway constructed
- TIS Assumption: North Lehi I-15 interchange constructed
- TIS Assumption: 3600 West connection to Bluffdale
- **Garden Dr / Clubhouse Dr:** Realign Garden Dr and signalize
- **Clubhouse Dr / 3600 West:** Implement SEB PM/PT left-turn phasing
- **3600 West / 2100 North:** Realign the NB thru lanes at the EB Frontage Road such that the left thru lane is forced into the left-turn lane, and install dual SB left-turn lanes
- **Waterbury Dr / 3600 West:** Implement NB and SB PM/PT left-turn phasing

Plus Project Improvements*

- **Waterbury Dr / 3600 West:** Implement EB PM/PT left-turn phasing and strip a separate WB shared thru/right-turn pocket with matching receiving lane
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- **3600 West / 2100 North:** 3 SB thru lanes, pocket 2 inner lanes

**Note: Excludes basic signal timing improvements that may be needed.*

Year	Project		Triumph ADT			Clubhouse ADT			Micro-Sim Works on Major Lehi Roads?		Year
	Res. DU's	Comm. KSF	Base	Project	Build	Base	Project	Build	Base	Build	
2021	0	0	30,045	0	30,045	20,000	0	20,000	Likely Yes	Likely Yes	2021
2022	0	0	31,160	0	31,160	20,110	0	20,110	Likely Yes	Likely Yes	2022
2023	0	0	32,270	0	32,270	20,220	0	20,220	Likely Yes	Likely Yes	2023
2024	200	424	33,380	1,320	34,700	20,330	610	20,940	Likely Yes	Likely Yes	2024
2025	270	777.5	34,490	2,350	36,840	20,440	1,080	21,520	Likely Yes	Likely Yes	2025
2026	1220	800.5	35,600	3,200	38,800	20,560	1,480	22,040	Likely Yes	Likely Yes	2026
2027	1220	1030.5	36,710	3,830	40,540	20,670	1,770	22,440	Likely Yes	Likely Yes	2027
2028	1365	1036.9	29,660	3,970	33,630	37,270	1,830	39,100	Likely Yes	Maybe	2028
2029	1585	1060.9	22,930	4,210	27,140	28,000	1,950	29,950	Likely Yes	Likely Yes	2029
2030	1795	1060.9	22,045	4,390	26,435	29,000	2,030	31,030	Likely Yes	Likely Yes	2030
2031	2000	1380	23,150	5,430	28,580	30,000	2,510	32,510	Likely Yes	Likely Yes	2031
2032	2000	1380	24,250	5,430	29,680	31,000	2,510	33,510	Likely Yes	Likely Yes	2032
2033	2000	1380	25,350	5,430	30,780	32,000	2,510	34,510	Likely Yes	Likely Yes	2033
2034	2000	1380	26,450	5,430	31,880	33,000	2,510	35,510	Likely Yes	Likely Yes	2034
2035	2000	1380	27,550	5,430	32,980	34,000	2,510	36,510	Likely Yes	Likely Yes	2035
2036	2000	1380	28,650	5,430	34,080	35,000	2,510	37,510	Likely Yes	Likely Yes	2036
2037	2000	1380	29,750	5,430	35,180	36,000	2,510	38,510	Likely Yes	Likely Yes	2037
2038	2000	1380	24,850	5,430	30,280	33,000	2,510	35,510	Likely Yes	Likely Yes	2038
2039	2000	1380	25,950	5,430	31,380	34,000	2,510	36,510	Likely Yes	Likely Yes	2039
2040	2,000	1,380.0	27,045	5,430	32,475	35,000	2,510	37,510	Likely Yes	Likely Yes	2040



North Interchange and West Connections Build Year: **2029**

If the North Interchange is built without the connections, there is little impact.

Clubhouse Drive Extension Build Year: **2028**

2100 North Freeway Build Year: **2038**

Year	LOS Capacities		
	LOS D	LOS E	LOS F
2020	35,000	41,000	>41,000
2030	35,000	41,000	>41,000
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Acceptable LOS on Triumph Blvd achieved in micro-sim when ADT was 41,000 vpd.

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	Res. DU's	Comm. KSF	Res. DU's	Comm. KSF	Res. DU's	Comm. KSF
2021	0	0	0	0	0	0
2022	0	0	0	0	0	0
2023	0	0	0	0	0	0
2024	0	0	200	424	0	0
2025	70	353.5	200	424	0	0
2026	840	376.5	200	424	180	0
2027	840	376.5	200	424	180	230
2028	985	382.9	200	424	180	230
2029	1205	406.9	200	424	180	230
2030	1415	406.9	200	424	180	230
2031	1620	406.9	200	424	180	549.1
2032	1620	406.9	200	424	180	549.1
2033	1620	406.9	200	424	180	549.1
2034	1620	406.9	200	424	180	549.1
2035	1620	406.9	200	424	180	549.1
2036	1620	406.9	200	424	180	549.1
2037	1620	406.9	200	424	180	549.1
2038	1620	406.9	200	424	180	549.1
2039	1620	406.9	200	424	180	549.1
2040	1,620	406.9	200	424	180	549.1

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2040

Background Improvements*

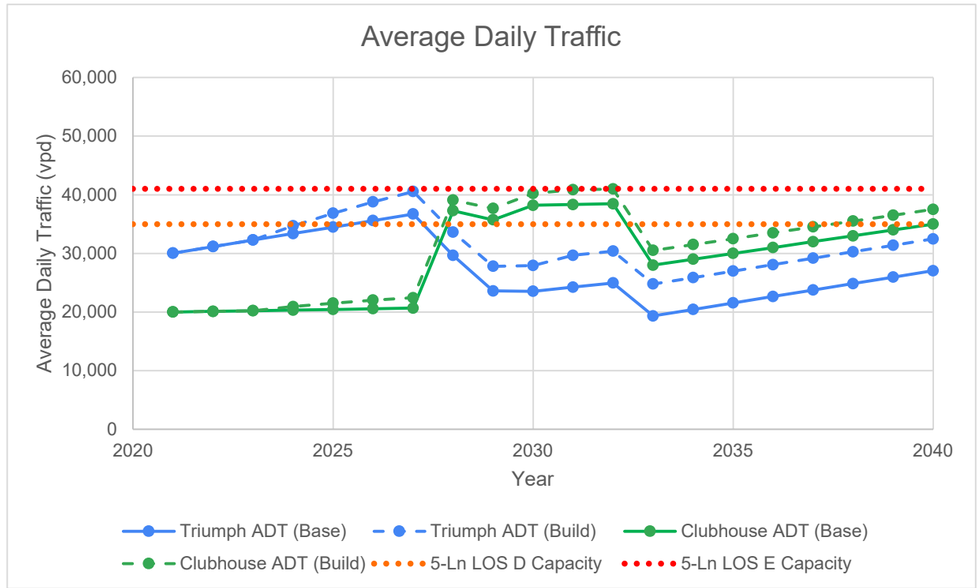
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2022	**0**	**0**	**0**	**0**	**0**	**0**
2023	**0**	**0**	**0**	**0**	**0**	**0**
2024	**0**	**0**	**200**	**424**	**0**	**0**
2025	**70**	**353.5**	**200**	**424**	**0**	**0**
2026	**840**	**376.5**	**200**	**424**	**180**	**0**
2027	**840**	**376.5**	**200**	**424**	**180**	**230**
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2033	**1620**	**406.9**	**200**	**424**	**180**	**549.1**
2034	**1620**	**406.9**	**200**	**424**	**180**	**549.1**
2035	**1620**	**406.9**	**200**	**424**	**180**	**549.1**
2036	**1620**	**406.9**	**200**	**424**	**180**	**549.1**
2037	**1620**	**406.9**	**200**	**424**	**180**	**549.1**
2038	**1620**	**406.9**	**200**	**424**	**180**	**549.1**
2039	**1620**	**406.9**	**200**	**424**	**180**	**549.1**
2040	**1,620**	**406.9**	**200**	**424**	**180**	**549.1**

Thanksgiving Station Transit Oriented Development (TOD) Design Guidelines

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Section 6. Urban Design Guidelines.....28

Section 1. Introduction

A. Purpose and Intent. The Thanksgiving Station Transit Oriented Development (TOD) area is established to create a self-sustaining, walkable neighborhood, in which residents, employees, and visitors have multiple transportation options to access neighborhood amenities, employment, open space and mass transit. The neighborhood's proximity to FrontRunner, future bus rapid transit (BRT) or light rail, Thanksgiving Point, and significant employment base presents an opportunity to create a unique and sustainable TOD neighborhood within Lehi. The purpose of the Thanksgiving Station TOD Design Guidelines ('Design Guidelines') is to provide a road map for new retail, office and residential development set within a public realm framework that collectively ensure the function, physical form, and overall character of development enhance the human experience, neighborhood identity, and are complimentary to Thanksgiving Point.

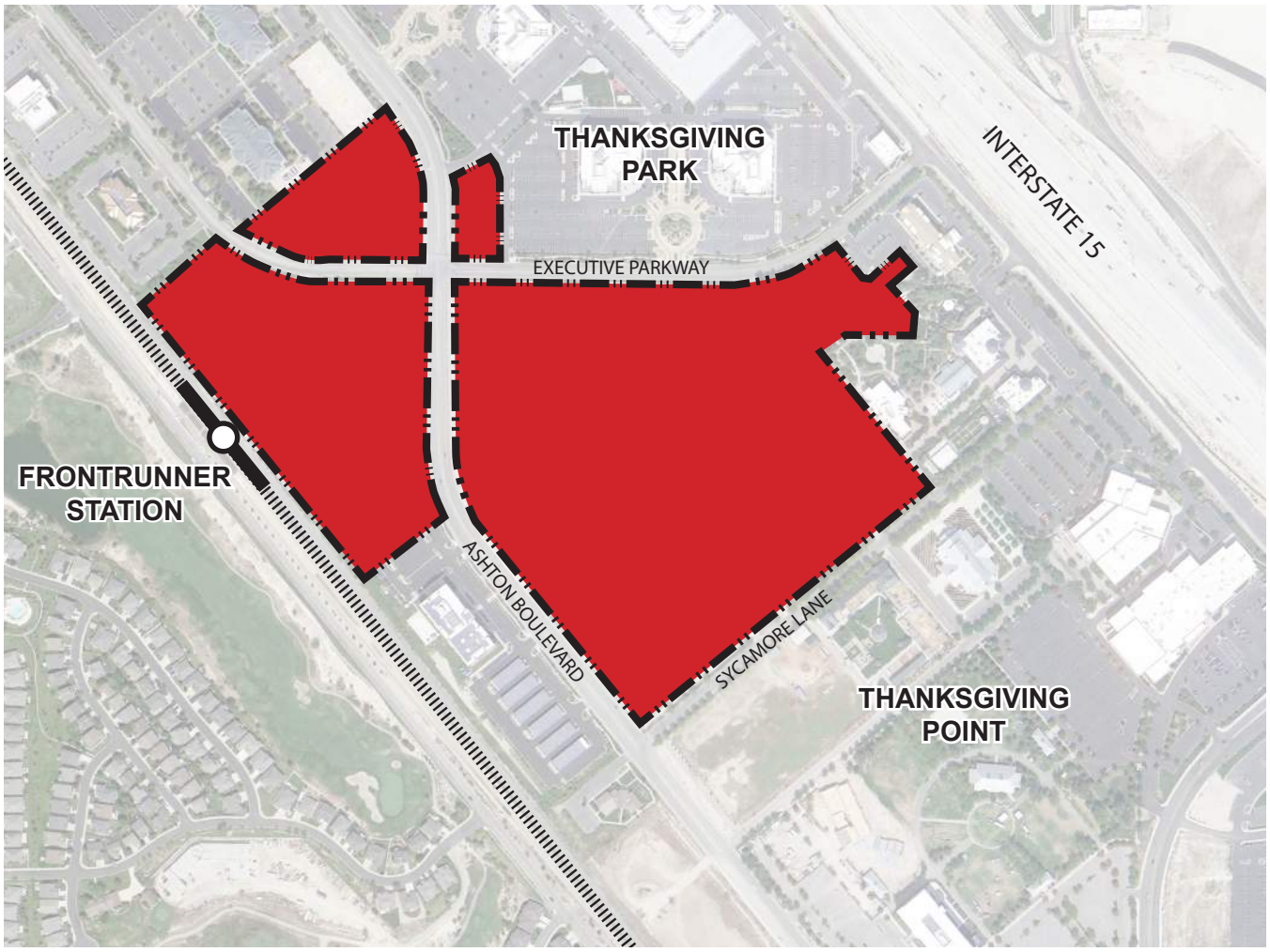
B. Site Area & Context. Thanksgiving Station TOD is an approximately 50-acre neighborhood in Lehi, Utah. This neighborhood is an important gateway development linking the FrontRunner Station, Thanksgiving Park, and Thanksgiving Point. The FrontRunner Station provides access to commuter rail (Route 750), bus, and future bus rapid transit (BRT). Route 750 offers direct access to Provo and Ogden, Utah with a full UTA system providing access to such destinations as Downtown Salt Lake City, Salt Lake City International Airport, Brigham Young University (BYU), and University of Utah.

Thanksgiving Park is an employment hub in North Utah County consisting of 850,000 square feet of Class A office space. Thanksgiving Point is a premier indoor and outdoor farm, garden, and museum complex with venues and programs designed to build curiosity about science and the natural world. Thanksgiving Point is a major destination not only for the region but for the whole state.

C. Guiding Principles. The urban design and built environment blend time tested placemaking practices with sustainable, healthy city building strategies to create a unique and authentic Thanksgiving Station TOD. The guiding principles establish an overarching vision which reflects the input from various landowners, city staff, elected officials which all supporting design guidelines fulfill.

1. **Create an authentic TOD for Lehi and Thanksgiving Point for the current and future citizens of Lehi that will be cherished for generations.**

    a. Create a flexible plaza/open space that can be activated year-round.
    b. Create a hierarchy of public and private spaces.



Thanksgiving Station TOD Area

c. Provide density necessary to support a TOD.
d. Create a neighborhood that will last generations.
e. Activate the ground floor of buildings along plazas and promenades with commercial uses and entrances of residential uses.

2. Create a signature TOD that is unique to Lehi and Thanksgiving Point.

a. Design the public space and buildings in a harmony with one another to create a truly special experience unlike any other along the Wasatch Range.
b. Utilize durable materials in the public realm and architecture that ground the community in our time and place in history.
c. Curate a successful mix of retail/restaurants to support the TOD and wider community.
d. Locate and design public spaces in a manner that is central to Thanksgiving Point and the broader TOD Area.
e. Incorporate special architecture at prominent locations that create identity and visual interest.

3. Establish an interconnected and pedestrian friendly network of streets, promenades, trails and public spaces that knit Thanksgiving Station into the surrounding community.

a. Provide safe and intuitive pedestrian and bicycle connections to the existing and planned network.
b. Connect to the regional public spaces and places network.
c. Create safe pedestrian street crossings.
d. Provide intuitive and direct access to public parking facilities.
e. Provide direct and intuitive access to Lehi Station.
f. Integrate space for contemporary personal mobility technologies seamlessly into the design (eg; scooters, e-bikes, ride-hail, carshare, etc.) in a manner that is congruent with a walkable urban experience.

4. Create a built environment that encourages a healthy lifestyle and community.

a. Develop well-connected street networks that encourage walking and biking.
b. Design pedestrian-scale streetscapes with an emphasis on scale, comfort, safety, amenities, and connectivity.
c. Design for millennials, retirees, families, children and elderly populations.
d. Employ principles of universal design.
e. Create a variety of scale and types of public spaces and places.
f. Locate, orient and design lobbies, stairways and interior public spaces to be visible, comfortable and connected from inside to outside.
g. Incorporate multiple opportunities for food, drink, entertainment and gathering that may include casual dining, sit down dining, pub, coffee shop, restaurant, food truck, and farmers markets.
h. Emphasize visibility and access to nature and outdoor spaces.
i. Facilitate social engagements through an interconnected public realm with multiple gathering places.
j. Create a public realm lighting strategy that respects dark skies, circadian rhythm of humans and bio-diverse habitats. Lighting strategies should include adaptive dimming; limits on backlight, uplight and glare; light source spectrum; and light trespass.
k. Design the public realm to be comfortable and safe during all four seasons.
l. Affordable housing should be offered on site. Diversity of dwelling unit sizes and price points will allow for an inclusive community.

5. Create a district that embodies resilient and environmentally sustainable strategies into the construction and function of the public realm and built environment.

a. Utilize low carbon, durable, high performance materials that will stand the test of time.
b. Source material locally and with low embedded energy.
c. Work toward the incremental development of district systems for stormwater, parking, low energy lighting, fiber infrastructure, and energy.
d. Work toward the development of car share and bike share facilities, electric vehicle plug-in, coordinated BRT and/or shuttle systems and district parking strategies.
e. Site and building design should strive to meet LEED Gold Criteria.
f. Allow for a mix of office, residential, neighborhood retail, restaurant uses to locate in the TOD.

g. Encourage buildings that reduce energy consumption and have user-friendly features such as operable windows, light handling and shading devices, natural daylighting, low VOC materials, and other materials and systems that support healthy indoor air quality.

D. Related Controls and Documents. The Thanksgiving Station TOD Design Guidelines are designed to supplement the regulations established in the Thanksgiving Station TOD Area Standards ('Standards'). The regulations set forth in the Standards replaces Chapter 38 Transit Oriented Development Zone (TOD) and the Design Guidelines replace Chapter 37 Design Standards in the Lehi City Development Code. This document provides detailed design criteria on urban design, landscape, and architecture to guide a comprehensive approach to the aesthetic quality, functionality, and livability of the overall development. These Design Guidelines will ensure Thanksgiving Station TOD becomes a special place for Lehi residents and functions as a true TOD by leveraging the benefits of alternative modes of transportation to shape an urban neighborhood focused on the pedestrian experience.

All developments within Thanksgiving Station are subject to review by the Thanksgiving Station Architectural Review Committee (ARC) for final approvals to ensure that proposed building design satisfies the requirements set forth in this document.

Section 2. Multi-Family Residential Design Guidelines

A. Purpose and Application. This section is intended to create multi-family developments that will establish a distinct neighborhood for Thanksgiving Station, with sustained quality and adequate amenities, and will enhance a sense of community. Reference imagery contained in this section is emblematic of farm/agrarian industrial, contemporary farm/agrarian industrial, and contemporary architectural style and character. This style and character should influence the design of multi-family development within Thanksgiving Station.

B. Architectural Guidelines

1. **General Design Concepts.** New development should be designed for its specific context within Thanksgiving Station. Each building should be designed such that the overall development is cohesive. Building architecture, exterior materials and colors should be coordinated to prevent repetitive design and give the impression of a neighborhood built over time.

2. **Side and Rear Facades.** These design guidelines should be applicable to all sides of a building facing a street, public or private, or public park, with each applicable façade required to meet the terms of this section.

3. **Building Materials.** The majority of each façade, meaning 51 percent or more of the wall area excluding windows and doors, should be constructed of brick, stone, architectural textured concrete, fiber cement siding, wood, metal, luxury EIFS, or other durable building material. Stucco and EIFS should not be used on prominent corners or hierarchal architectural features. Building materials should coordinate; however, materials should be varied to give diversity and variety to the project.



(Left). Lighter more contemporary palette with dark accents. (Right). Warmer material palette with dark accents. Both buildings utilize similar building materials but are varied to give diversity and variety.

4. **Color.** Each building should have a coordinated color scheme, however not every building should be constructed from the same color scheme. Building colors should be selected to establish diversity and variety within the project.



(Left). Townhome style ground floor units include stoops and raised planters to create privacy through a grade separated entrance in the base of a multi-family building. (Right). These townhome style units ground floor entrances that orient to a publicly accessible open space.

5. **Townhome Building Entrances.** The primary entrance and front façade of individual townhomes or townhome-style ground floor units within a development shall be oriented toward streets, parks, courtyards, or public open space.



Left). Lobby entrance facing the street is recessed and articulated with more glass, awning, signage, and lighting to clearly distinguish within the architectural treatment of the base. (Right). Ground floor unit is elevated slightly above the street but has direct access via a stoop to the street as well as from a corridor internal to the building access from a shared building lobby.

6. **Building Entrances.** Multi-family buildings, whether apartments or condominiums, should provide the following building entrances facing a street:

   a. Primary street entrance connecting to interior hallways, stairwells, and elevators for all residents to use; and

b. Individual street entrances and sidewalk connections for ground floor units should be provide to the extent possible. Exceptions are ground floor units facing Ashton Boulevard or Executive Parkway, or where topographic conditions create physical limitations.





Left). Even with a simple material and color palette, the building utilizes a central massing break to create two symmetrical but smaller building frontage elements to avoid a monolithic frontage. (Right). Building utilizes an asymmetrical break and change in material to provide variation in the facade plane.

7. **Architectural Variation.** Multi-family buildings, apartment or condominium style, should be designed so that a single building frontage should not be longer than 200 feet without a change in plane of at least 2 feet deep and 15 feet wide.





(Left). Sawtooth treatment of the roofline gives a distinct form to the building. (Right). Building design uses smaller building forms, step downs, and low-rise building forms to create visual interest and movement in the collective roofline of the building.

8. **Form and Massing.** Building form should be considered when designing multi-family dwellings to create visually engaging compositions. The following architectural features should be incorporated into the design of all multi-family buildings:

   a. **Varied Roof Lines.** Buildings should be designed with variations in building height to create visual interest and a distinctive street frontage. The dominant building height should not

exceed 70% of a building frontage. This may be done through varied parapet heights, articulated rooftops, step downs, hip and/or vaulted roofs, loft-style units with higher ceilings on highest floor, framed elements, or any other similar building features that vary roof profiles.





(Left). Building utilizes both a variation in size of windows and staggered window spacing to create visual interest within the facade, while highlighting the resident entrance through more glass vertically expressed. (Right). Building utilizes a more regular grid pattern for windows but groups windows to emphasize vertical expressions in the building facade.

b. **Architectural Window Articulation.** Each façade should be designed to create visual interest and distinctive buildings through variation in opening size, varied and/or orderly grouping of windows, articulation of windows (sills, mullions, fins, etc.), or the use of recessed windows.





(Left). Building composition includes recessed elements and a step back on the top floor for a corner rooftop amenity covered with a unique canopy structure. These features that brings visual interest and enhance the overall public realm experience providing an elevated amenity space with an outward public expression. (Right). The break in the building creates small building massing of differing material compositions while introducing natural light by exposing the corridor and creating visual connections with the external environment.

c. **Façade Articulation.** Each façade should have variation in plane depth, accomplished through elements such as: variation in footprint setbacks, upper-level step backs, recessed entries, or offsets in the general plane of the façade, including columns, pilasters, fins, or ribs.

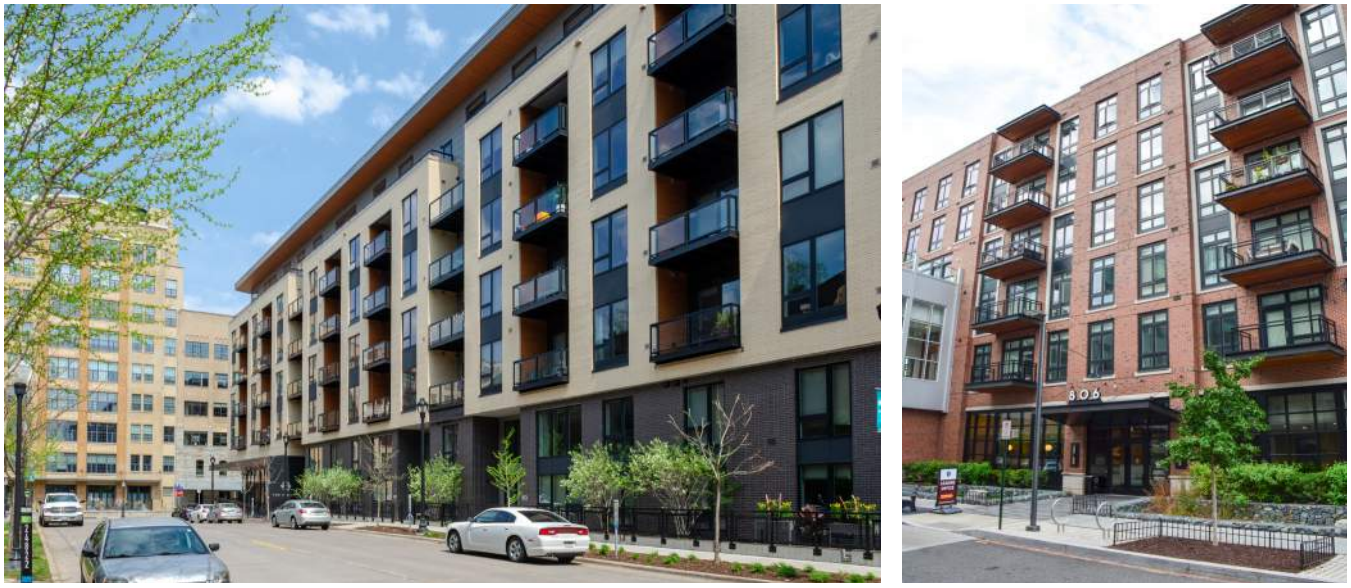


(Left). Recessed base, increased use of glass, and material change helps to distinguish the lower level from the upper floors of the building. (Right). While material changes and how the building expresses itself through the full height of the building to create the impression of a collection of smaller urban buildings, the increased use of glass compared to the smaller window openings on the upper floors of the building help distinguish the base and ground the building.

d. Vertical Separation. Buildings in excess of 2 stories in height should generally exhibit architectural detailing that establishes a vertical separation between lower and upper stories. This may be accomplished by a change in material, style or color, recessed base, enhanced floor-to-floor dimensions, or other methods. Upper floor building treatments are permitted to express themselves to grade, so long as the ground floor use is articulated as follows:

i. Storefront or increasing glazing, awnings or more glazing for retail, amenity, lobby, and other common building areas.

ii. Articulated individual entries for residential, such as stoops, patios, or porches.



(Left). Recessed balconies are utilized to create unique patterning within the building facade. (Right) Building uses projecting balconies to create depth and articulation within the building facade.

e. Balconies, Porches, and Patios. Balconies, porches, and patios should be incorporated to articulate building facades and activate the ground floor. Balconies, porches and patios may

be recessed and/or projecting with a minimum depth of 5 feet and at least 50 square feet in size. Incorporation of Juliet balconies may also be considered.



(Left). Corner feature includes enhanced materials and recessed entry to help emphasize the entry to the building. (Right) Building uses a recess in building massing, awning, and signage to highlight the entrance.

f. Entrances. Primary entries of each building should be emphasized through changes in wall plane and building massing. Exterior stairs and other entry accesses should be integrated into the overall building design.



(Left). The angled facade planes create unique massing and building forms that create visual movement in how light, shade and shadow change throughout the day influencing how the building is perceived from various perspectives. (Right). Building setback at the corner creates a small plaza that is activated by ground floor commercial uses and public art.

g. Public Street Orientation. Large windows, porches, entryways and other entry features should be oriented toward public streets and active common spaces. Prominent corners should receive special treatment to create visual focal points. Corner treatments may include but are not limited to:

i. Tower elements
ii. Variations in height (step downs or low-rise building elements)
iii. Larger scale windows, openings, and entry ways
iv. Enhanced or articulated massing/materials
v. Setbacks for public spaces and/or public art



(Above). Mechanical and utility equipment is located away from perimeter building edges and/or behind low parapet walls to not only screen from view but create opportunities for rooftop amenity spaces.

9. **Screening.** Mechanical and utility equipment on the roofs of buildings should be located or screened so as not to be visible from public and private streets. Screens should be aesthetically incorporated into the design of the building and may include such treatments as balustrades and parapet walls. If visible from public view, screening materials should be compatible with those of the building.

Section 3. Retail Design Guidelines

A. Purpose and Application. This section is intended to guide the development of an urban, walkable, pedestrian-oriented retail destination for Thanksgiving Station TOD, Thanksgiving Point, and Lehi as a whole. Reference imagery contained in this section is emblematic of farm/agrarian industrial, contemporary farm/agrarian industrial, and contemporary architectural style and character. This style and character should influence the design of retail development within Thanksgiving Station, especially for free standing retail structures that provide the opportunity to create distinct placemaking moments through their design.

B. Architectural Guidelines



(Top Left). Enhanced fenestration, operable windows, and outdoor dining areas gives the building a strong relationship to the sidewalk experience both day and night. (Top Right). Ground floor retail in the base of a residential building includes operable storefronts to increase glass along street frontage and outdoor dining space. (Bottom Left). Barn structure is a restaurant fronting onto a public plaza with a minimum of 40% of frontage being glass. (Bottom Right). Grocery store with operable windows for the cafe function of the store.

1. Street Facades.

a. Retail uses should maintain a strong physical and visible relationship with the sidewalk experience.

b. The façade facing the street frontage should include large windows with transparent, non-reflective glass. Opaque, heavily tinted, or reflective glass should not be used on the first

floor of a building facing the street. When glass is tinted, it should allow for a minimum of 60 percent light to pass through the windows into the building.

c. A minimum of 40 percent of the façade area on the first floor facing the street should consist of glass. Where a building is located on a corner lot, a minimum of 40 percent of each retail façade on the first floor should consist of glass.

d. Where appropriate, retail uses should include operable storefront to allow encourage stronger indoor/outdoor relationships with the public realm (streets, parks, plazas, paseos, etc).



(Top Left and Bottom Right). Hierarchal massing features should be designed with adjacent buildings in mind to highlight entrances, create focal points, and visual interest through layer massing elements within public spaces. (Top Right and Bottom Left). Buildings utilize different materials, textures, facade plane changes, and roof pitch angles to highlight storefront entries.

2. Architectural Features.

a. Buildings should have hierarchal massing at building entrances. Building entrances should consider at least one of the following:

i. roof tower feature;
ii. pitched roof feature;
iii. parapet extensions; and
iv. articulations in the façade.

b. The hierarchal architectural features at building entrances should also consider at least two of the following features:

   i. differing exterior materials;
   ii. awnings or canopies;
   iii. decorative lighting; and
   iv. increase amount of glass such as side or transom windows.

c. Buildings with multiple entrances should have at least two separate hierarchal features to distinguish entrance locations.



(Top Left and Top Right). Freestanding retail building illustrative different ways in which to articulate a similar building form to create visually attractive retail buildings. (Bottom Left). Mixed use buildings that integrate retail and active storefronts into the overall design of the building. (Bottom Right) Unique building form for an ice cream shop that creates a unique building form that helps activate an urban plaza.

3. Massing:

a. Buildings should be designed as three-dimensional forms with articulations in each façade. Façade articulations are typically included at building entrances, hierarchal building features,

and to breakup long sections of wall area on the ground floor. In a mixed use building, ground floor retail should be clearly defined, have an increased floor-to-floor height, and designed in conjunction with the broader building.





(Left). Freestanding retail building on a park space designed with operable windows and outdoor seating areas. (Right) Retail base includes operable windows, outdoor dining, and an accessible rooftop terrace offering views and additional pedestrian spaces overlooking a plaza.

b. Free-standing retail buildings should be designed with rooflines utilizing stepped parapets, hip and/or vaulted roofs, domes, and/or other distinct roof forms.

c. Free-standing retail buildings located on a park or plaza space should be designed in a manner that helps activate those spaces, such as operable windows, rooftop decks, unique building forms, or similar treatments.





(Left). Grocery store is accessed from a pedestrian paseo that has direct access to the street sidewalk. (Right). Multiple retail tenants within the facade have individual entries with the corner retail use having its entry at the corner.

4. Building Entrances:

a. Public entrances should be developed on all buildings to face streets. Entrances may be located along a paseo if a direct connection is provided from the building entrance to the street sidewalk.

b. Buildings located on a street corner should either provide a corner entrance or provide two individual entrances facing each street.



(Above). All images show examples of buildings appropriately applying approved exterior building materials.

5. Building Materials:

a. Brick, stone, architectural grade metal, fiber cement, concrete, and wood are encouraged as primary building materials. Stucco and EIFS should not be used on architectural features and pop-outs in a façade, but are allowed on recessed wall areas, walls between entrances, and between hierarchal architectural features for no more than 25% of the facade.

b. Buildings located on a street corner should either provide a corner entrance or provide two individual entrances facing each street.



(Left). Freestanding retail frontage uses varying parapet heights to screen mechanical and utility equipment on the roof. (Right) Retail village with farm-style shed roofs with clerestory roof projections create voids within roof forms to discretely hide mechanical and utility equipment

6. Screening:

a. Mechanical and utility equipment on the roofs of buildings should be located or screened so as not to be visible from public and private streets. Screens should be aesthetically incorporated into the design of the building and may include such treatments as balustrades and parapet walls. If visible from public view, screening materials should be compatible with those of the building.

Section 4. Office Design Guidelines

A. Purpose and Application. This section is intended to guide the development of urban office building(s) within the Thanksgiving Station TOD. Office is an important part of creating true live-work environment by transit and is envisioned for a prominent corner within the TOD neighborhood. Reference imagery contained in this section is emblematic of farm/agrarian industrial, contemporary farm/agrarian industrial, and contemporary architectural style and character. This style and character should influence the design of office development within Thanksgiving Station and presents the potential to create a distinct visual gateway into the neighborhood from the transit station.

B. Architectural Guidelines



(Left). Office building utilizes larger clear glass on base and smaller windows on the upper floors. (Right). Building compositionally consists of two architectural treatments to create the appearance of two smaller buildings. A portion of the building is predominantly all glass with horizontal metal panels and spandrel glass juxtaposed alongside a more solid facade with punched openings.

1. Street Facades.

a. The façade facing the street frontage should include large clear glass windows on the street level and smaller windows may be allowed on the upper floors. Opaque, heavily tinted, or reflective glass should not be used on the first floor of a building facing the street. When glass is tinted, it should allow for a minimum 60 percent light to pass through the windows into the building.

b. Buildings fronting a street shall provide glass at a minimum of 30 percent of the façade area on the first floor facing the street. Where a building is located on a corner lot, a minimum of 30 percent of each façade facing the street on the first floor shall consist of glass.



(Left). Building uses a central recessed element to create articulation in the facade combined with more glass, awning, and signage to identify building entrance. (Right). Increase fenestration, material changes, and a projecting trellis structure creates a portal to highlight the building entrance and provides articulation in the building facade.

2. Architectural Features:

a. Buildings should have hierarchal massing at building entrances. Building entrances should consider at least one of the following features:

   i. roof tower feature;
   ii. pitched roof feature;
   iii. parapet extensions; and
   iv. articulation in the façade.



(Left). Glass is used to contrast more solid facade planes, create feature elements compositionally that illuminate differently at night, and to bring focus to primary building entries. (Right). Rooftop step back creates movement in the roofline of the building.

b. The hierarchal architectural features at building entrances should consider at least two of the following features:

   i. differing exterior material types;
   ii. awnings or canopies;

iii. decorative lighting; and
iv. increased amount of glass.

c. When applicable and/or grade changes allow, through-lobbies should be considered to connect internal courtyards to streets.



(Top Left) Office design included creating covered walkways with perforated metal screens to reduce solar heat gain from the southern exposure. (Top Right). The unique form of the building gives the impression a 'shed' structure floating over a glass box, with vertical circulation (elevator and stair tower) being celebrate with a mural as well as breaking down the horizontal scale of the building. (Bottom) Office building with a flat roof line utilizes vertical fins, cantilevered upper floors, recessed wall areas, and angled facades to create facade articulate and visual interest.

d. An office building façade should consider the following features:

i. awnings or canopies;
ii. covered walkways;
iii. decorative lighting;
iv. string course;
v. spandrel glass or curtain wall systems;

vi. fins, louvers, or other shade devices
vii. angled, cantilevered, curved, or projecting building forms or elements;
viii. wainscot of a minimum 30 inches in height except for under windows; and
ix. other comparable architectural features as approved by the ARC.



(Left) Office utilizes distinct fenestration patterning on the upper floor, recessed base, and enhanced glazing at the entry that connects to a rooftop amenity to create building articulation. (Right). Building composition includes several changes in facade plane creating movement and depth while emphasizing the corner condition.

3. Massing:

a. Buildings should be designed as three-dimensional forms with articulation in each façade. Façade articulations are typically included at building entrances and hierarchal building features to break up long sections of wall area.

b. Buildings should be designed with roofline variations in each façade over 200 feet in width.

c. Office buildings may have flat roof lines with architectural variations occurring through other means as required by this section.

d. Sites that have changes in grade should integrate the grade change into the design of the building. The building and its foundation may be use as a method of retaining grade.



(Left and Right) Both office buildings include stepping in the facade to hold an urban street frontage on a sloping site.




(Left) In addition to hold perimeter street, office building actively engages a central plaza. (Right). Office building frames an active courtyard spaces with a covered walkway that links the lobby directly to an adjacent parking facility.

4. Building Entrances:

a. Public entrances should be developed on all new buildings to face streets. Entrances are optional along Executive Parkway and Ashton Boulevard to prioritize internal streets to promote better connectivity within the broader development and associated parking areas.

b. Where a building(s) orients around a courtyard or plaza space, through lobbies are encouraged to create secondary entrances and facilitate better connectivity between open space amenities and streets.




(Left) Darker material palette consists of architectural grade metal panel and glass with two recessed elements, one to highlight the lobby entrance and the other to highlight a rooftop deck. (Right). Lighter material palette consisting of brick, wood metal, and regular window pattern. A building recess providing a common outdoor balcony on each breaks up the buildings massing to create smaller facade elements and creates movement in the roofline.

5. Building Materials:

a. Brick, stone, architectural grade metal, fiber cement, spandrel or curtainwall glass, wood, and luxury EIFS may be used for primary exterior building materials.
b. Stucco and split face CMU may be used as a secondary material only. These materials should not be used on main architectural features.

c. Luxury EIFS and architectural grade metal should not be used on the ground floor of a building near entries or heavily trafficked pedestrian areas.



(Above) Mechanical and utility equipment is screened behind tall parapet walls with materials and colors designed to blend into the overall buildings design and composition.

6. Screening:

a. Mechanical and utility equipment on the roofs of buildings should be located or screened so as not to be visible from public and private streets. Screens should be aesthetically incorporated into the design of the building and may include such treatments as balustrades and parapet walls. If visible from public view, screening materials should be compatible with those of the building.

Section 5. Parking Structure Design Standards

A. Purpose and Application. Parking structures allow for the consolidation of parking in order to shape a more pedestrian-oriented experience within a TOD. This section is intended to guide the development of freestanding parking garages that expose edges to a street versus being lined by another land use. Parking structures when treated like a building or artfully screened have the ability to be integrated into urban environments in a manner that can enhance the human experience. Reference imagery contained in this section is emblematic of the type of treatments that should be explored to treat exposed parking garage edges within the TOD. Exposed parking structure facades should factor in any preceding developments and/or associated buildings within the Thanksgiving Station TOD to ensure cohesive design solutions.

B. Architectural Guidelines



(Left) Ground floor retail use in the base of the parking structure would follow the Retail Design Standards in the document. (Right). Example of a liner condition on a parking garage and the intent of limiting the parking structure from project no more than one floor above the liner building, which factors in the appearance of a step back to the building on the upper floor.

1. Street Facades.

a. Above grade parking structures should incorporate liner buildings with active uses (i.e. residential, office, and/or retail land uses) on at least two sides at a height no less than one story, or 10 feet, below the top surface level of parking structure. Example, if a parking structure parks on the roof at level 7, the roof of a liner residential building would need to be at level 6, which is equivalent to a 5-story liner building.

b. When two sides of a parking garage are exposed, façade treatments should explore ways to screen while allowing for natural ventilation, to the extent possible.

c. Liner buildings shall utilize the appropriate combination, as applicable, of architectural standards from this section. For example, ground floor retail frontages shall meet the Retail Design Guidelines and upper floors for residential uses shall meet the Multi-family Design Guidelines.











(Top 2 Images) Example how when are parking structure is treated artful it can be a terminus or focal point contributing to the overall placemaking experience. (Bottom 3 Images). Parking structure was designed in a manner that integrates with the mixed use campus that it serves utilizing the elevator and stair to create a tower feature and opportunity for signage and branding.

2. Architectural Features (Exposed Parking Structure):

a. Design should clearly identify lobbies and entrances not associated with liner buildings or uses.

b. Parking structure pedestrian and vehicular entrances and/or access points should consider the following features to improve access and wayfinding:

i. differing exterior material types;
ii. awnings or canopies;
iii. decorative or enhanced lighting; and
iv. increased amount of glass, as applicable.



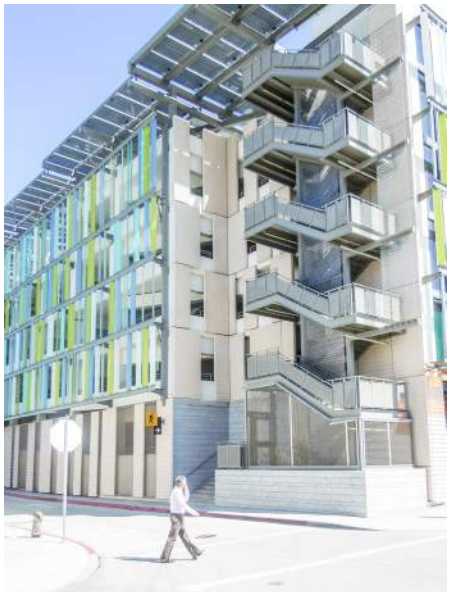
(Left) Example of exposed parking structure in pedetrian-oriented urban neighborhood that utilizes a series of decorative panels, feature walls, and changes in facade plane to create a visually attrative parking structure. (Right). Parking structure facade is organized compositionally like a building with a distinct base, fenestrations, and a series of features walls of varying materials, one of which was use for signage.

c. A parking structure façade should include screening elements for at least 30 percent of exposed parking structure, designed to coordinate or compliment the design of liner buildings and/or associated buildings. Parking structure facades should consider at least one or a combination of the following screening elements, as appropriate:

i. patterned and/or dimensional metal perforated screens;
ii. decorative concrete panels;
iii. awnings or canopies;
iv. feature walls with punched opening and/or murals;
v. spandrel glass or curtain wall systems;
vi. fins, louvers, or other shade devices;
vii. plant materials (vines, etc.); and
viii. other comparable architectural features as approved by the ARC.









(All Above Images) Examples of exposed parking structure using appropriate materials.

3. Building Materials:

a. Brick, stone, architectural textured concrete, architectural grade metal, perforated metal panels, fiber cement, spandrel or curtainwall glass, plant materials, and wood may be used for exterior parking structure materials.

Section 6. Urban Design Guidelines

A. Public Spaces and Places. The public spaces and places network is comprised of a variety of public spaces and places, of different sizes and scales, connected to each other by highly pedestrianized streets, trails, and pedestrian walkways.

Each park, plaza or promenade has a distinct character and function within the overall network and are intended to be enjoyed at various times of the day and week by residents, employees, and visitors alike. Each space should be intentionally designed to provide a unique experience and program elements intended to allow people to gather, play, stroll, relax, dine and shop.

1. The Urban Promenade.

a. The Urban promenade will be a linear park/promenade that links Lehi Front Runner station, new development, Thanksgiving Point, and existing office development to one-another. This should be designed in a manner that allows for a variety of low-speed, personal mobility options (pedestrians, bicycles, e-scooters, etc.) to co-exist in an off-street environment.

2. The Central Green.

a. The Central Green will provide a mix of both soft and hardscape environments that allows for a variety of programmed and non-programmed events to take place. This should be designed in a manner that promote its use by residents, employees, visitors and the greater Lehi Community.

3. The Square .

a. The Square will be the heart of the TOD for generations to come. Designed as primarily a hardscape urban plaza, this will be where the Christmas tree is lit, farmers markets and art fairs are held, families bring relatives, and the community comes together. This will include the highest concentration of neighborhood retail, restaurants, and active ground floor uses both adjacent to and within the piazza.

B. Streetscape. Streetscape design will establish the overall character of the TOD creating rhythm and visual impact and highlighting areas of significance. Because there will be multiple users in the TOD, the streetscape and open spaces are intended to provide a common thread that ties all the various land uses and user groups together. Common materiality, furnishings, and wayfinding helps visitors understand they are within the Thanksgiving Station TOD.

A hierarchy of Streetscape design varies based upon specific street functions. Because of the mixed-use nature of the project, mixing uses vertically and horizontally, streets are classed not on specific uses on them, but on the role each street will play in the development and how the streets will interact with each other. The street form a coordinated whole, where each is different but carries common threads that create a unified development.

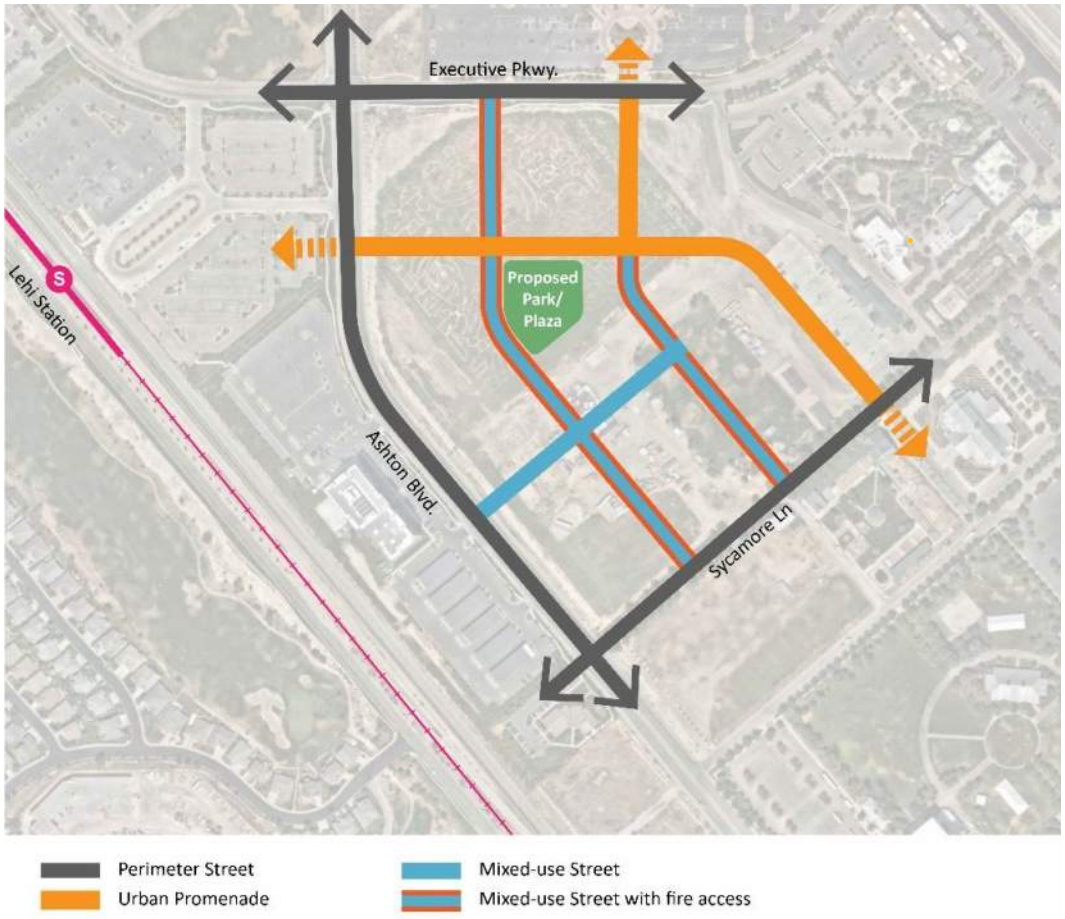


Figure 1. Conceptual street type locations.

1. **Perimeter Streets.** Perimeter Streets provide context and identity; these streets use a design aesthetic rooted in the Resort Community Aesthetic to harmonize with surrounding development, while also incorporating unique design features that identify Thanksgiving Station as a place. Perimeter streets emphasize ground level plantings as an enhancement to a traditional tree lawn approach to street design and incorporation multi-use trails that connect to existing and future regional trails.

2. **Neighborhood Streets.** Neighborhood Streets draw the 'green' of the perimeter streets into the development, but in a stylized way that shows a distinct transition to urban patterning. These streets are the intermediate link between plant-intensive perimeter streets and the urban aesthetic of the 'Urban Promenade Streets'. Ground level uses on these streets may vary, but there is a significant presence of ground floor residential uses that reinforces the gentler, greener feel of the streets.

3. **Urban Promenade Streets.** Urban Promenade Streets are expected to have higher pedestrian activity and active ground floor uses may incorporate more detailing and upgraded paving materials. Main Street focuses on an activated, intensely pedestrian-scale retail environment. Where perimeter streets draw from the low-key character of adjacent parkways, 'main street' draws from the high energy of the transit station and downtown connectivity. Vibrant retail uses ensure a high level of street life, while significant upper-level residential uses contribute to the urban feel.

A menu of conceptual street sections is proposed to guide streetscape design based upon their intended function within the TOD. The intent is to balance the desire for a more urban and walkable human-scaled street network; vehicular circulation; pedestrian and last mile connectivity, fire access and utility requirements. These sections propose a street hierarchy that will guide conceptual R.O.W widths and building setbacks based upon anticipated adjacent use while allowing for the creation of developable, four-sided blocks. Ultimate design may vary from these sections as long as the final design meets or exceeds the intent.

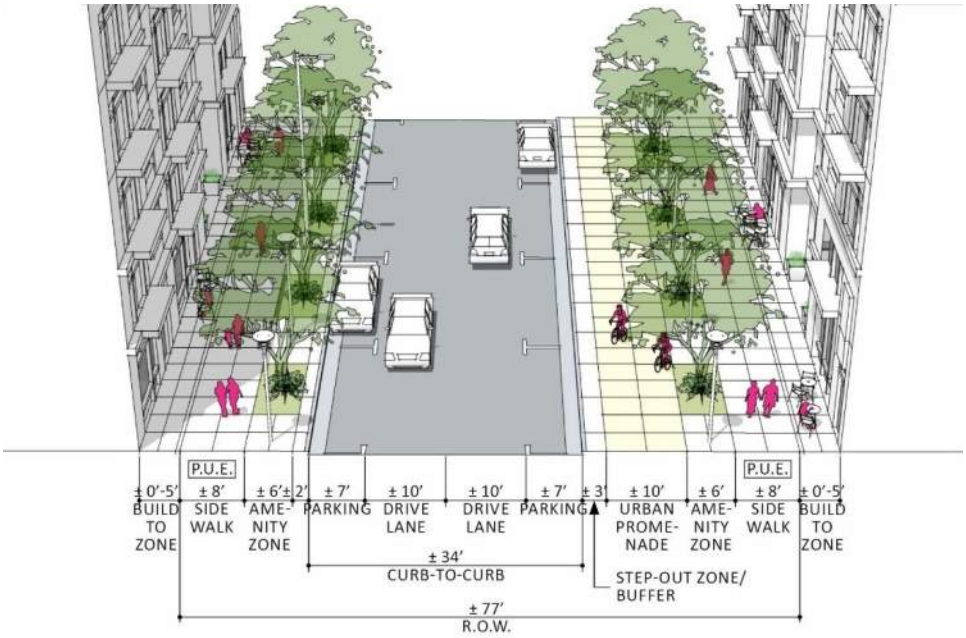


Figure 2: Urban Promenade Street adjacent to Commercial Ground Floor Use

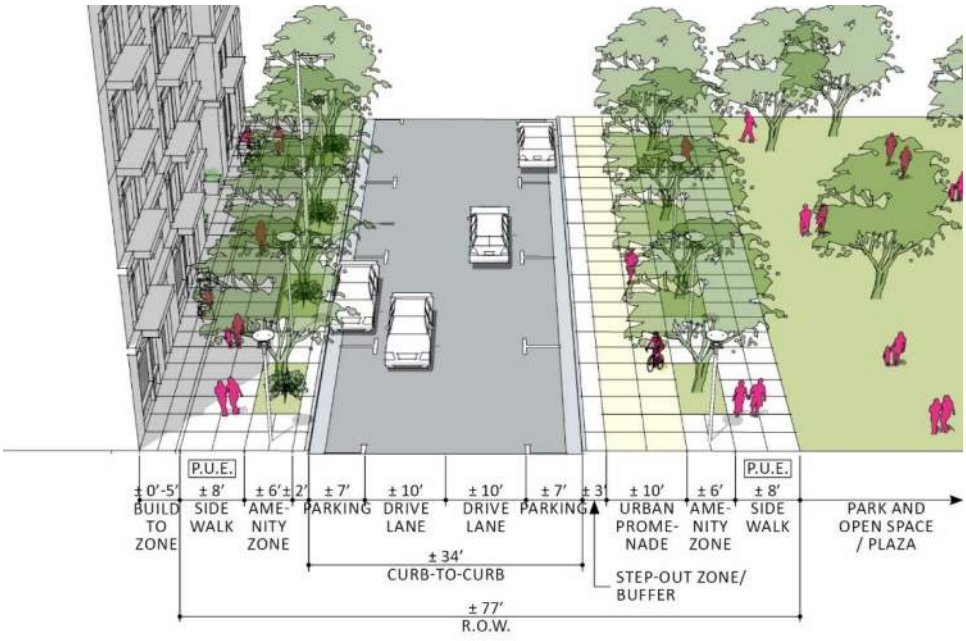


Figure 3. Urban Promenade Street adjacent to park/open space



Figure 4. Urban Promenade Street adjacent to Residential make



Figure 5. Mixed-Use Street 1: adjacent to Commercial Ground Floor Use with fire access



Figure 6. Mixed-Use Street 2: adjacent to Residential with fire access

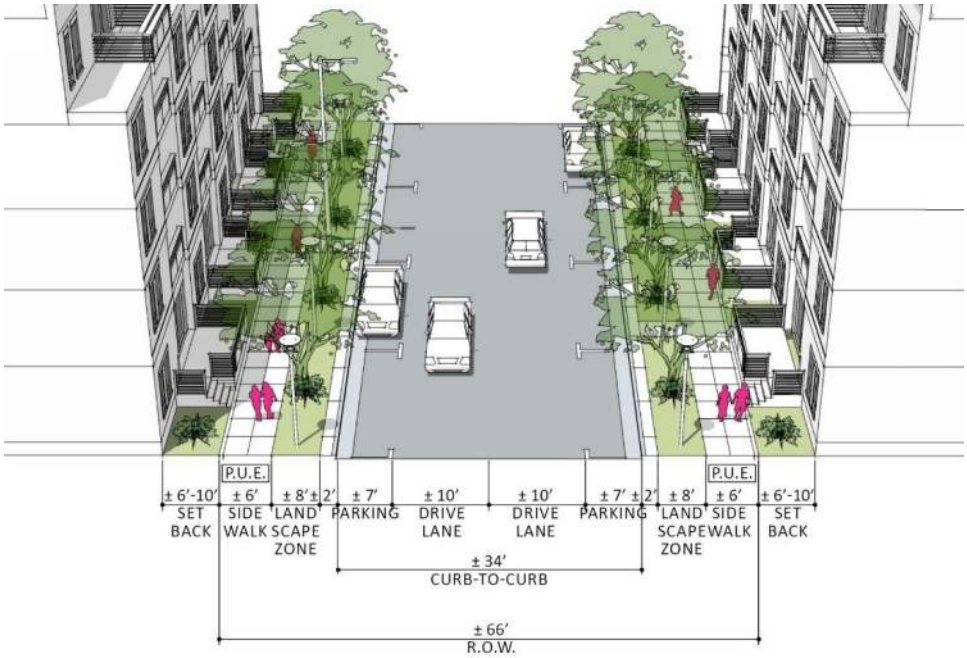


Figure 7. Mixed-Use Street 3: typical street

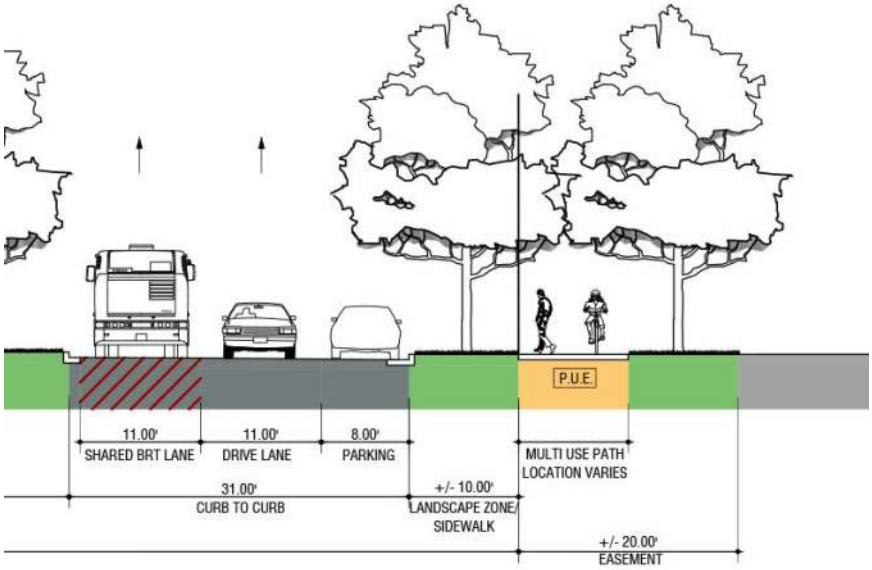


Figure 8. Perimeter Street: conceptual Ashton Blvd, east side of street

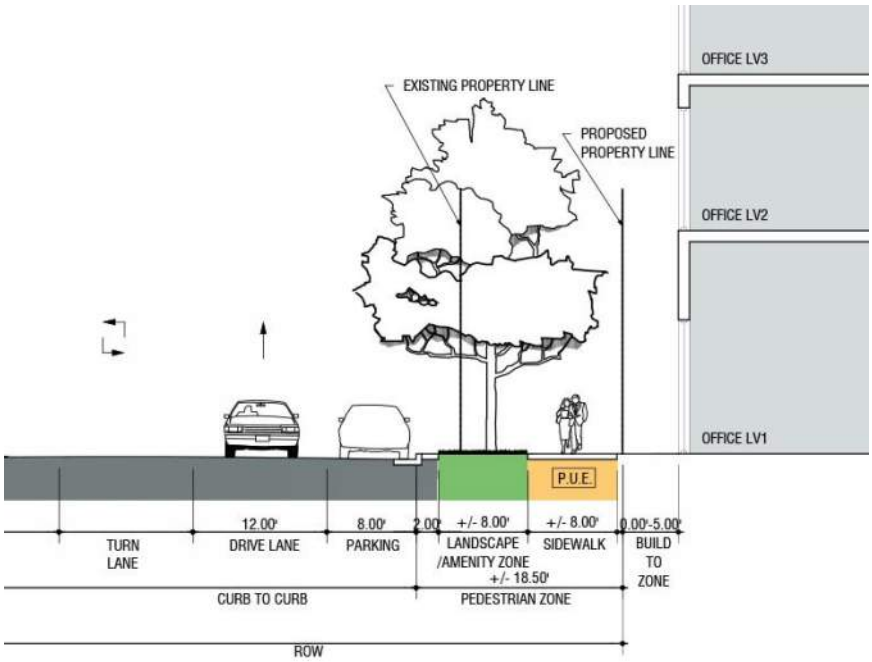


Figure 9. Perimeter Street: conceptual Executive Pkwy, south side of street

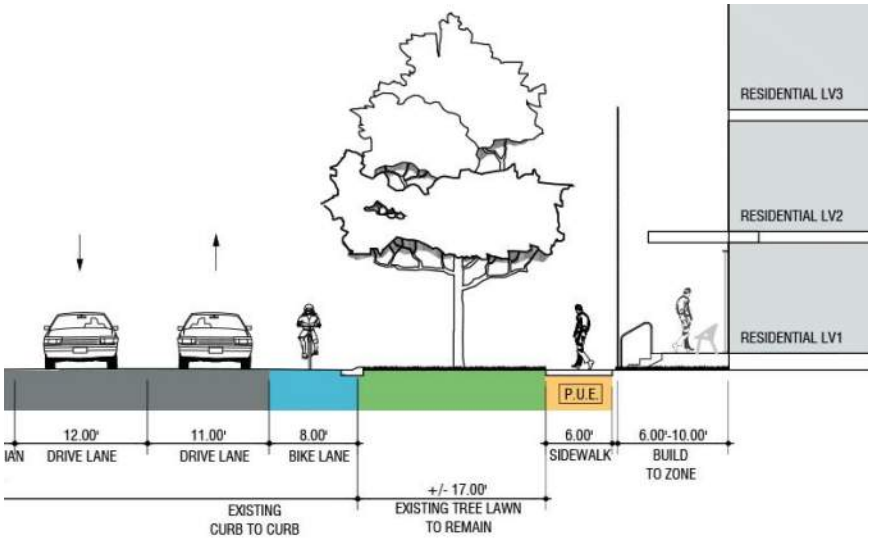


Figure 10. Perimeter Street: conceptual Sycamore Lane: north side of street

C. Streetscape / Landscape. The TOD landscape should create a comfortable, cohesive and sustainable urban environment. The landscape should be designed to unify the TOD over time so that individually designed parts of the TOD relate properly to one another, regardless of when they are built. The design of streets and parks should consider the aesthetics of design, as well placemaking, intended function of the space, ecology, water conservation and long-term maintenance.

a. The landscape design for the public realm should use primarily water-wise landscape palette.
b. Trees should be located in public parks and the amenity/landscape zone to provide shade and contribute towards an urban forest. Tree species should be selected that is appropriate in an arid, urban environment
c. Landscaping shall be maintained in good condition according to an approved landscape plan. Typical maintenance shall include mowing of grass, removing weeds, pruning and replacing dead plants.
d. The park strip may utilize wood mulch, rock mulch, and water-wise shrubs and grasses to reduce irrigation requirements.

Thanksgiving Station TOD Area Standards

Updated on September ~~13~~ 26, 2022

Ⅰ Purpose and Intent 1
Ⅱ TOD Zoning Description 2
Ⅲ Required Open Space 2
Ⅳ Design Guidelines 3
Ⅴ Parking Requirements 12
Ⅵ Mechanical Screening 13
Ⅶ Variation from the Development Code and Design Standards 14

Ⅰ. Purpose and Intent

The Thanksgiving Station Transit Oriented Development (TOD) area is established to create a self-sustaining, livable neighborhood prioritizing the use of transit, walking and biking to connect amenities, employment, services, entertainment, and open spaces. The neighborhoods' proximity to Frontrunner, future BRT, Thanksgiving Point, and significant employment base ~~has the opportunity to~~could create a unique and sustainable urban center for Lehi along the Frontrunner. TODs benefit the general health and welfare of the inhabitants of Lehi City by supporting increased transit service; providing increased safe walking and biking routes to transit, services, shopping, employment, recreation, and neighborhoods; encouraging sustainable living by reducing car dependency, reduced water use per capita, reduced pollutions emissions; providing housing options for a greater part of the life-cycle housing spectrum. While a TOD does not preclude the choice of using an automobile, it provides an alternative for those who cannot drive or prefer not to use personal vehicles for every trip. It also balances street design to accommodate driving, walking, biking, and utilizing transit. The purpose and intent of the TOD Zone is to:

A. Require a complementary mix of land uses, including moderate and/or high density residential, horizontally or vertically mixed, within a half mile walking distance of transit stations to increase transit ridership;

B. foster a sense of place through the creation of mixed-use centers that combine residential uses with diverse economic activity;

C. create a human-scale environment to encourage walking, bicycling and transit use, and to limit traffic congestion and automobile dependence;

D. provide an alternative to traditional development by emphasizing mixed use, compact site design, and land uses oriented to people walking and biking;

E. provide a more environmentally sustainable development type;

F. create a neighborhood identity that promotes pedestrian activity, social interactions, safety, and long-term livability;

G. reduce auto dependency and roadway congestion by locating multiple destinations and trip purposes within walking distance of one another; and

H. provide a range of housing options for people of different income levels and at different stages of life.

I. Safe and comfortable bike routes shall connect to existing planned bicycle ~~facilitels~~facilities , neighborhoods, open spaces, and employment areas to further promote ~~alternaitive~~alternative modes of transportation and reduce

auto dependency.

A TOD should build upon the community's existing identity and serve as a mechanism for communicating that identity to others. The development should create a community focus at which people will be present at all times of the day, creating a stimulating and meaningful public environment. New development should create a sustainable neighborhood, in which residents and business owners make a long-term investment in the community.

Ⅱ. TOD Zoning Description

Thanksgiving Station TOD strives for a cohesive mix of complementary land uses, including retail, office, institutional, entertainment, restaurant and other neighborhood-oriented uses, which will provide service and employment opportunities to residents within the community (see Figure 1).

Residential development should employ a variety of housing types, sizes and price-points, and should be designed in a manner that promotes human-scale neighborhoods and streetscapes. The highest densities should be located in proximity to transit stops while balancing market demand and absorption, phasing strategies, significant views and strong urban design principles. Open spaces should be designed to enhance the pedestrian experience, linking Lehi Station to existing and future amenities, and should be designed in coordination with ground floor uses in the adjacent buildings. The incorporation of one or two of these elements does not make the TOD; the combination all of these elements is necessary for the TOD.



Figure 1. A mix of uses and intensity of development is focused along the primary connection to the transit station.

Ⅲ. Required Open Space

A minimum of 10 percent of the total gross acreage in a TOD shall be developed as open space. The open space areas within a TOD must be constructed by the developer as a part of the TOD project and may include "urbanized" open spaces, in addition to more traditional open spaces areas such as parks and playgrounds. Each landowner within~~g~~ the TOD district ~~should~~ shall provide proportionate ~~it's fair~~ share of open space unless another arrangement is agreed upon by all landowners.

A. Urbanized open spaces are defined in this section as built open spaces for public congregation and recreational opportunities, as opposed to natural open spaces consisting mainly of plantings. Urbanized open spaces may be located on the roofs of buildings or an interior courtyard located at ground level and directly accessible to the public realm. All open spaces shall be easily observed and accessed from the street or pedestrian areas and should be improved with seating, plantings, plazas, fountains, pavilions, gardens, or other similar amenities. Urbanized open spaces shall be designed in a way to prioritize pedestrian travel and the pedestrian experience. An urbanized open space should be designed to increase the comfort, safety, and visibility of pedestrians.

B. Urbanized open spaces shall be included in the Thanksgiving Station TOD area and should include the following:

1. consist of a minimum two percent of the overall acreage;
2. include a central prominent gathering space with a focal feature such as a statue, water feature, shade structure, clock tower, public art, signature architectural element, or other feature as approved by the Thanksgiving Station Architectural Review Committee. The central feature should be commensurate with the size and scale of the gathering space.
3. A mix of differing scale spaces include planters, benches, trees, pedestrian scale lighting, firepits, and durable paving.

C. Open spaces within a TOD should be engaging, high quality public spaces (e.g. small parks or plazas) as organizing features and gathering places for the neighborhood.

D. The open space may be held in common, administered by a metro district, Business Improvement District (BID), General Improvement District (GID) or other similar governance and maintenance entity. Maintenance of the open space is the responsibility of the owner of the development if held in single ownership, or a metro district, BID, GID or other similar entity.

IV. Design ~~Guidelines~~Standards

The public realm design (streets and public spaces) should be of a consistent character utilizing high quality, durable, and lasting material palette that creates a unifying element for the entire district. The scale, form and programmatic function of public space should be considered in the larger context of creating a central "place" for the TOD as well as the greater Lehi community.

Building form, scale, massing and orientation should be integrated and cohesive across the district in a manner that provides variety within a context of architectural compatibility, rather than an aggregation of individual, unrelated buildings located on separate lots. The Thanksgiving Station TOD Design Guidelines (provided under a separate section of the Thanksgiving Station Area Plan) are intended to create a pedestrian friendly environment by ensuring good building and overall site design, good architectural design and visual appearance, street layout, parking design, pedestrian design, lasting value, and other provisions of this Code relating to public health, safety, and general welfare of the overall community.

Each building should orient the primary façade towards a street, open space, or plaza. Facades should be designed using high quality, durable material and articulated at a human scale. Architectural variety and scale through minor variations in the facade and building massing, including expression of the buildings structure, changes in wall plane or height, patterns of window, door, or other openings.

All buildings and structures, including residential buildings and dwellings, shall conform to the Thanksgiving Station Design ~~Design~~ Guidelines.

A. Architecture

1. **Orientation.** The primary façade of all principal buildings shall face the primary street, public open space or plaza, and shall not be oriented towards a parking lot or parking structure. (see Figure 2).
~~1.~~

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Figure 2. The building is oriented with the entrance facing the street and the parking located to the side and rear of the building.

2. **Roof Design.** Multi-family apartment and mixed use residential/commercial buildings ~~should~~ shall utilize flat roof designs. See design guidelines. ~~Special consideration should be given to how the roof line meets the sky. (see Figure 3)~~

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Figure 3. The apartment building includes a flat roof design with varying parapet heights and an architectural hierarchy to the street corner.

3. **Entries.** Primary public entries shall be defined by roof overhangs, awnings, recessed entry ways, or other architectural façade elements. Ground floor residences/apartments along local streets ~~should~~ shall have porches and front doors that provide direct access to the street where feasible. ~~(see Figure 4)~~ A combination of vertical separation (stoops/porches), low architectural fencing, and landscape buffer zones may be utilized to designate a distinction between private and public space. Residences/apartments along arterial streets may have porches and front doors if designed in a context sensitive manner.

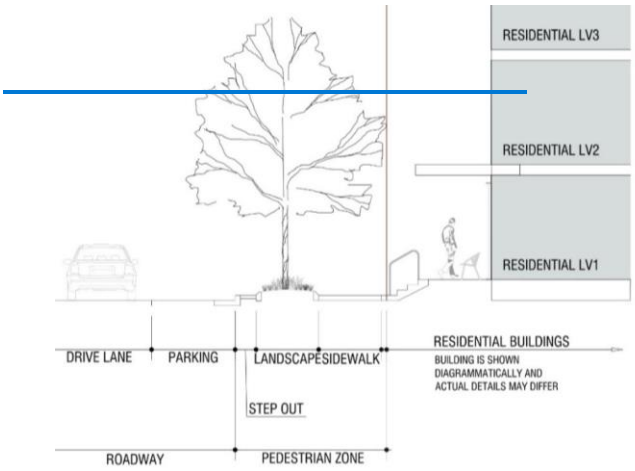


Figure 4. Relationship of residential building to local street.

4. **Non-residential Street Frontage.** For non-residential, retail, and office buildings, a minimum of 50 percent of the ground level façade shall be transparent, consisting of true window or door openings allowing views into and out of the interior of the building (see Figure 5).



Figure 5. Retail building with clear windows on the ground floor exceeding 50% of the front façade.

5. **Form and Massing**. Varied form and façade articulation shall be used to break up long wall faces. ~~Upper level~~Upper-level step-backs are encouraged to break down the vertical scale of the building and promote a pedestrian scale streetscape. Retail and commercial spaces ~~should~~ shall utilize a higher ceiling bay. ~~Building forms and special architectural features should be located at gateways and special terminus views.~~ (see Figure 6)



Figure 6. The ground floor for mixed use buildings should have greater height and massing, and larger windows proportional to the use.

6. **Building Façade Features.** Building facades shall be designed in a manner that breaks down the overall vertical and horizonal mass of the building. The ground floor façade shall be designed in a manner that provides human ~~scale interest~~scale interest and variety along the sidewalk experience.

7. **Architectural Style.** Architectural style, colors, and materials shall be harmonious within each building and select signature architecture located judiciously at prominent locations and visual termini. A palette of colors and building materials should be submitted with the concept plan.

8. **Public Utility structures and boxes** ~~shall not be placed along a primary façade. They~~ shall ~~be located to rear of the building where possible, screened~~ be screened from public view~~,~~ with landscaping or low walls and shall be located in a manner that does not impede pedestrian movement or site triangles at intersections ~~or internal to the building.~~

~~8.~~9. **Private Utility** equipment shall be located at the rear of buildings, internal to buildings or screened from public view with landscape, low walls, or decorative fence.

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B. **Street Patterns**

Street patterns shall be oriented along a grid, as opposed to cul-de-sac and curvilinear street designs. Within the grid are sidewalks and streetscapes that encourage walking and biking, ~~and~~ narrow streets and other traffic calming features shall be utilized that favor pedestrian activities. Traffic calming features may include ~~but are not limited to~~ curb extensions, pedestrian refuges within arterial medians, raised bike and pedestrian crossings, raised intersections, continuous sidewalks and bike paths, brick pavers or other textured street surface materials, chokers, or other features.

C. **Streetscapes**

~~1. **Building Orientation.** Building's primary façade shall be oriented to the street, public parks, or plazas. (see Figure 7)~~

~~2.~~1. **Parking lots** shall not be located between a building primary façade and primary street, but at the rear of buildings. Parking lots and ground floors of parking structures shall be screened from street view with ~~berming ,~~ landscaping, buildings, or other screening features.



Figure 7. Buildings are oriented to the street with appropriate setback for ground floor uses.

~~3.~~2. **Street Trees.** Street trees shall be provided on all street ~~frontages, and~~frontages and located in manner that works with ~~the rhythm of~~ street lighting requirements~~,~~ ~~s and~~ tree canopy spread, vehicular site triangles and separation from fire hydrants.~~.~~ Street trees may be clustered and need not be evenly spaced. Trees shall be placed within the landscape/amenity zone located adjacent to the curb. Any street tree may be located in a cut-out planter with a minimum dimension of 6 feet by 10 feet or should be plated in appropriate structure soils or sylva cells.

~~4.~~3. **Residential / Non-Residential Street Design**

a) General Treatments. (see Figure 9, 10 and 11)

i. All streets shall include sidewalks with a minimum of six feet in width.

ii. Sidewalks shall be a minimum width of eight feet in width along the primary street connection to the transit station and streets with retail frontages.

iii. Landscape or amenity zones and tree planter areas shall be placed along all public and private streets with a minimum width of six feet.

iv. Landscape or amenity zones and sidewalks are not required on alleys. Alleys should be a minimum of 20 feet in width and only provide access to building service areas, garages or parking areas.

b) Non-Residential Street Design. Streets that include non-residential and mixed uses shall include three elements within the side treatments (see Figure 12, 13 and 14). These elements are as follows:

i. Pedestrian Through Zone – This is a sidewalk area that serves as the primary pathway for pedestrians. The pedestrian through zone must not be impeded by street furniture, landscaped beds, signage, displays, or sidewalk cafes. The minimum pedestrian through zone width shall be eight feet. It is encouraged that pervious materials be ~~explored.~~used.

ii. Landscape or amenity Zone (Furniture/Landscape/Curb Zone) – This is the area located between the sidewalk and the street. Features may include street furniture, trees, planter

areas, light poles, bike racks, signage, and curb extensions at crosswalks. The minimum street furniture/curb zone width shall be seven feet, measured between the face of curb and Pedestrian Zone, which does not include the additional width required for curb extensions.

iii. Build-to Zone – A section of streetscape locaacted between the R.O.W and adjacent building frontage that allows building entry, sidewalk cafes, sales displays, and raised planter beds. The build-to zone shall be between zero and five feet commensurate with the building use. Planter areas may be allowed between the frontage zone area and the building.

iv. Arterial Streets that include protected, dedicated bike lanes, or paths shall place the bike facility behind the landscape zone. The minimum separated bike lane or path width shall be six feet for a one- way facility and 10 feet for a two-way facility.

5.4. **Alleys and Interior Block Spaces.** Alleys and interior block spaces are allowed and encouraged in all TODs. Alleys serve as alternate routes to garages and loadings docks that are unseen by the public and therefore contribute to a pedestrian-friendly environment. The private, interior portions of the lots (toward the alley) allow commercial operators to utilize these spaces as efficient working environments unseen by the public and allow residents to have private and semi-private gardens and courtyards. Alleys are to be the primary access to parking areas and garages. Alley access should be designed to minimize pedestrian and bicycle conflicts.

D. **Street Design**

1. **Traffic Calming.** Traffic calming is intended to slow or reduce motor-vehicle traffic to improve pedestrian safety. TODs should provide traffic calming measures, which may include curb-extensions, chokers, and pedestrian refuges (see Figure 8). Directional pedestrian ramps shall be utilized as opposed to roll-over curbs. Directional ramps including curbs that assist visually impaired cross streets perpendicular to traffic and slow traffic by creating tighter turning radii.

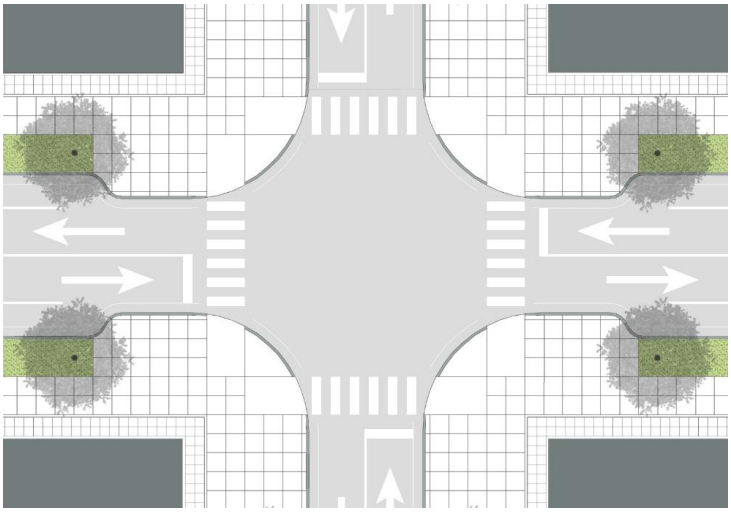


Figure 8. Typical intersection with curb-extension

2. **Bicycle Parking.** Outdoor short-term bicycle parking facilities shall be located in a well-lit areas in proximity to building or common facility entrance. Special consideration for bicycle parking locations shall take into

~~account the overall character and function of the street including pedestrian movements, outdoor cafes, placemaking, landscape and other elements that make a great street~~. Bicycle parking locations shall not impede pedestrian traffic or open space. Strategically located bicycle parking zones, either on or off-street, may be considered in lieu of bike racks at every building entry. Long-term secure bicycle parking is required for office, institutional, and multi-family residential uses (see Figure 9).

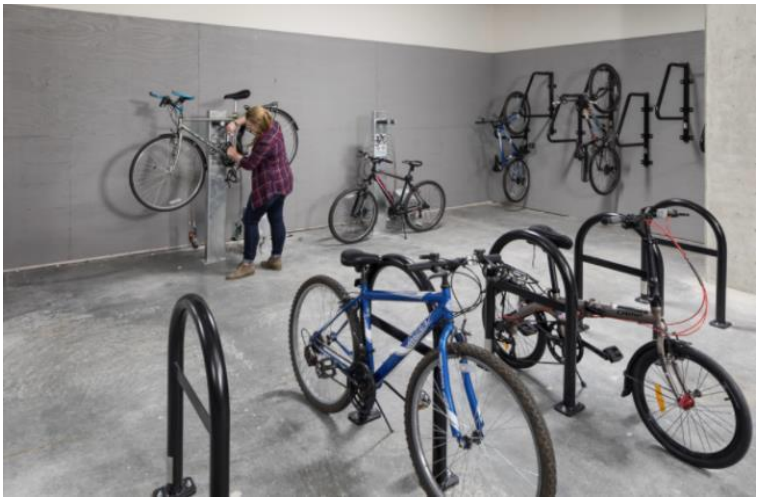


Figure 9. Secure bike parking provided within an apartment building.

3. **Bike Facilities.** Bike facilities should be provided to ensure safe and convenient local transportation options. At buildout, bike infrastructure should connect to the regional bike and trails network. Bike infrastructure should be designed based on the design speed and volume of a street. The following types of bike facilities should be provided with the given street criteria:

   a. Shared bicycle and vehicular lanes and bike boulevards (see Figure 17) may be used where the street's posted speed is 25 miles per hour or less and the existing or projected vehicular traffic volumes are 2,500 average annual daily trips or less.



Figure 10. Bike boulevards include shared lanes on a low-volume, low speed street with bike and pedestrian

prioritization features.

b. Protected bike lanes or shared use paths should be provided along roadways with a posted and designed speed greater than 25 miles per hour or where the existing or projected vehicular traffic volumes are greater than 2,500 average annual daily trips. Streets with two or more travel lanes in a single direction should provide two-way bike facilities on both sides of the street. Streets with one travel lane in each direction may design a two-way protected bike lane (see Figure 10) on one side of the street or include single direction protected bike lanes on both sides of the street.

c. Shared use paths may be used to provide bike connectivity in an independent right-of-way or easement through the center of a block if it interconnects with the local and regional network of bike facilities. Shared use paths are appropriate in areas with lower amounts of foot traffic to limit bike and pedestrian user conflicts or built wider or with separate sidewalks.

4. **Medians.** Street medians are encouraged for all major collector and arterial rights-of-way. Medians serve to improve the aesthetic quality of the area, provide traffic calming, and create pedestrian refuges for street crossings, as well as a mid-block resting place for street crossings. Medians should be a minimum of six feet wide at intersections and crosswalks and a minimum of three feet wide at other portions of the road. Where medians are not included in the design of an arterial or major collector street, bike and pedestrian crossings should include refuge islands at intersections and mid-block crossings (see Figure 18). Center medians and crossing islands should be designed with plowable end sections to ensure ease of winter maintenance.

E. **Sidewalks and Pedestrian Circulation**

1. **Pedestrian Circulation.** Convenient and safe pedestrian circulation systems should be provided to minimize pedestrian-auto conflict and should be provided continuously throughout the Thanksgiving Station TOD. All streets, except for alleys, should include sidewalks and landscape/amenity zones on both sides of the right-of-way as described here-in.
2. **Walkway Connections.** Pedestrian walkways should interconnect all building entrances, sidewalks, parking areas, open spaces, public and private streets, and transit stations.
3. **Urban Promenade.** An urban promenade should be developed through a TOD to collect pedestrians and bicyclists and direct them to the transit station and should meet the following requirements:

a) The promenade should include a minimum 10-foot wide walkway constructed of concrete or other durable paving material.

b) the corridor must be visible from adjacent buildings, parking areas, and the transit station.

c) wayfinding signs should be placed judiciously and at strategic locations to direct users to the transit station and to other nearby destinations.

d) benches and trash receptacles should be placed along the walkway.

e) the walkway should be well lit with pedestrian scale lighting.

f) crime prevention through environmental design (CPTED) standards should be considered to increase natural surveillance and deter crime. The following should be incorporated in the design of the walkway:

i. the walkway should not be obstructed with opaque fencing,

ii. entrapment zones (areas with low visibility and no alternative exits) should not be created with the placement of fencing, buildings, or other features; and

iii. windows facing the walkway should have clear glass.

g) the walkway should connect directly to the transit station and interconnect adjacent buildings,

streets, open spaces, and parking areas.

h) sidewalks from adjacent buildings and streets should connect to the walkway.

4. **Pedestrian Crossings.** Where practical, raised pedestrian crossings or walkways should be constructed of a material differing in texture, material, or color.

5. **Continuous Sidewalks and Bike Facilities.** Drive approaches that ramp up to the sidewalk and bike path level or other raised crossing (see Figure 11) should be used where local private streets, alleys, driveways, commercial accesses, and any other private access crosses a sidewalk, trail, protected bike lane, or other bike path.



Figure 11. The trail and sidewalk run continuously and built with consistent materials whereas vehicular traffic must ramp up to cross the bike path and sidewalk. This slows traffic at a bike and pedestrian conflict point and indicates to drivers that they are entering a bike and pedestrian space.

F. Signage

1. **General Signage Concepts.** Proper design and placement of signs and their lighting should be compatible with structures and uses. Signs will need approval from the Thanksgiving Station Architectural Review Committee.

2. **Number of Signs.** The number of signs on a structure shall be limited and placed in areas that contribute to the architecture of the building. Signs shall not overpower a storefront nor obscure display windows or significant building features.

3. **Encouraged Signs.** Wall signs, awning signs, canopy signs, projecting signs (see Figure 12), and suspended signs should be encouraged.



Figure 12. Projecting sign is pedestrian oriented and contributes to the character of the building.

4. **Discouraged Signs.** Monument signs and directional signs are discouraged and must be approved by the Thanksgiving Station Architectural Review Committee. Directional signs should be used to direct vehicles to public parking, where upon arriving, pedestrian signage shall be used to direct people to specific destinations. A well thought out and coordinated wayfinding and branding strategy should be created for the project.
5. **Pylon Signs.** Pylon signs shall not be permitted in the TOD area.

V. Parking requirements.

A. A successful TOD can significantly reduce per capita motor vehicle travel, thus parking requirements within a TOD may be reduced from the minimum standards as required by Table 37.090 of the city of Lehi Code. As the intent of a TOD is to encourage walking, biking, and transit ridership, a developer may request a reduction in the number of parking spaces by City approval, providing that the developer submit information as to the forecasted trips generated in contrast to what is forecasted for transit ridership for the TOD. Requests for a reduction in parking may be approved by the City Council, following review by the DRC and Planning Commission.

B. Shared parking agreements should be encouraged between all uses within the TOD.

C. On-street parking is permitted and encouraged, and shall be included in the total development required parking calculations, if incorporated. On-street parking shall be included in the required parking calculations for a use or structure that is directly adjacent to the on-street parking stall.

D. Ingress and egress for parking lots should be from side streets or alleys.

E. All parking lots should be located behind or on the side of the primary building (see Figure 13). Parking and maneuvering areas should not be located between the primary entrance to a building and the abutting street, unless its purpose is to provide a direct life-safety function. If parking is located on the side of the building, rather than at the rear, screening and buffering shall be provided to minimize the visual impact.

F. Parking stall shall be minimum 9’ x 18’ for 90-degree parking. Drive isles shall be minimum of 24’ wide.

G. A parking lot or garage may not be adjacent to or opposite a street intersection, nor may any portion of a parking lot front a collector-size or larger classified street.

H. Temporary parking lots shall be allowed during build-out to allow for construction worker parking and to support early phase retail until full parking requirements are satisfied in permanent parking lots and/or structures. Temporary parking lots should do their best to minimize visual impact but are not subject to permanent parking lot screening requirements.

I. For all parking structures within a TOD, the physical and visual presence of garages and parking structures shall be minimized. Particular attention should be given to the design of all structured parking garages so they offer convenience and accessibility to residents and visitor alike. All structures shall be wrapped with active uses or architectural screening along public streets, plazas and public spaces and places. Parking structures shall be wrapped with occupiable building uses or utilize screening to block view of parked vehicles. Particular attention should be given to screening vehicular headlights and ceiling lighting from adjacent uses. Where parking structure façade is exposed to the street, it shall be designed in a similar architectural character and quality of the building.



Figure 13. The primary residential structure conceals the parking structure.

J. To help reduce parking demand, increase use of transit and active transportation, and increase social equity to moderate- or low-income households, unbundled parking strategies are allowed. If this strategy is used, on-street parking should be metered to avoid over parking of streets by tenant that do not pay for structured parking. Parking fees may be charged separately for residents who would like to have a designated parking space. It is encouraged that annual transit passes be provided to all residents within a multi-family residential project to encourage greater transit use. This option is intended to reduce the number of needed parking spaces and should be approved with a reduction to required parking.

VI. Mechanical Screening

In an urban environment with smaller blocks and streets on all sides, there are challenges to fully screening utility equipment, such as transformers, meters, utility boxes, and other equipment.

- Utility equipment shall be located in a manner that does not impede view triangles at intersections nor impede bicycle or pedestrian routes.
- Utility equipment shall be screened by landscape elements or artfully located and treated to blend in with the environment and adjacent uses.
- Primary public utility equipment, such as switch gates, shall be located, when applicable, along Ashton Boulevard and Executive Way to protect more pedestrian-oriented internal streets.

- Utility equipment on private property servicing a specific building should be in areas where buildings have deeper setbacks and away from primary pedestrian areas, such as retail frontages, public spaces, resident amenities, promenades, and lobbies, or should be located withing parking garages.

VII. Variations from the Thanksgiving Station TOD Zone Standards.

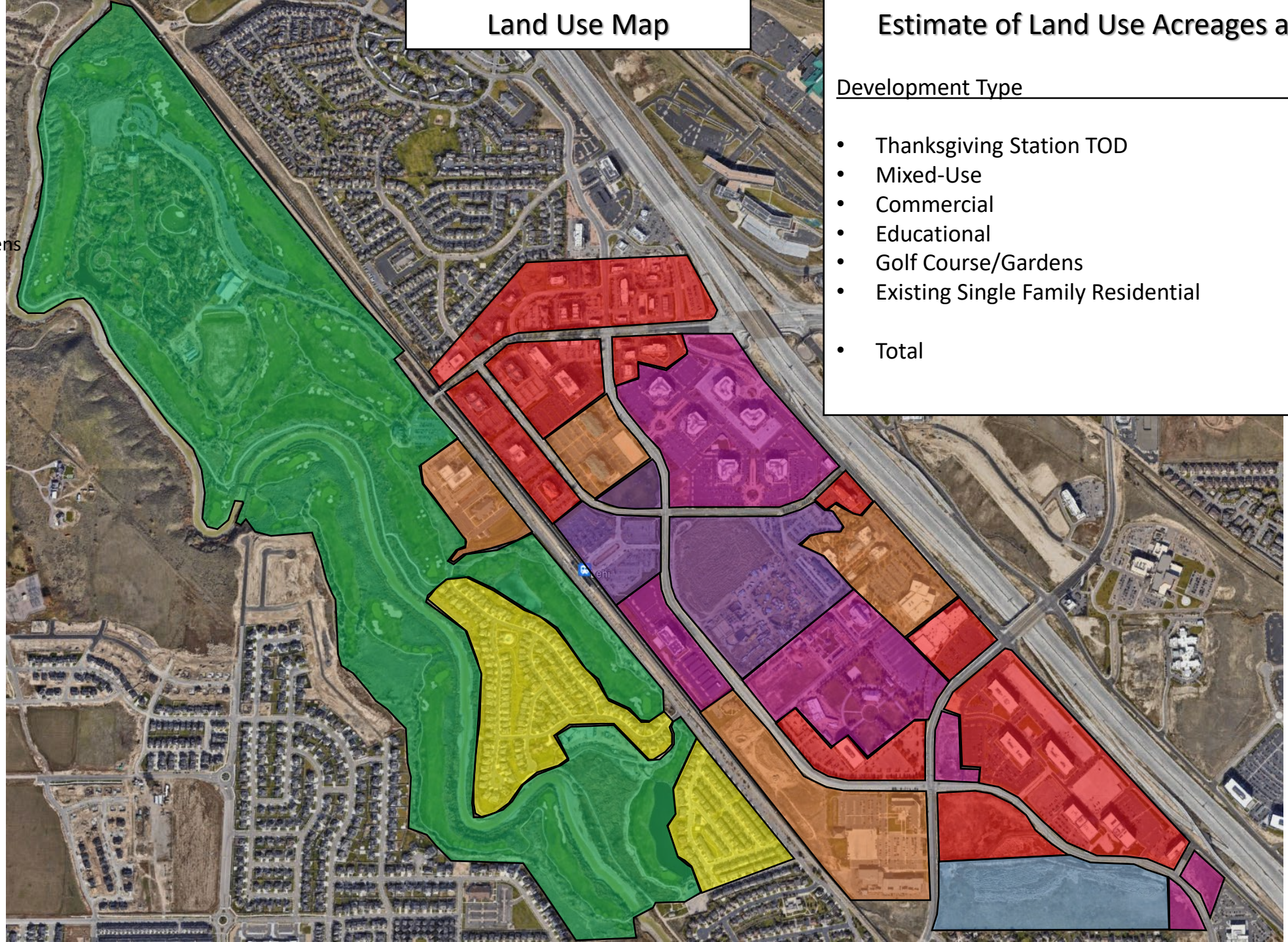
In the process of approving a development, the Planning Commission may approve variations from these standards provided that the following conditions are met:

A. that the granting of the variation will not adversely affect the rights of adjacent landowners or residents.

B. that the variation desired will not adversely affect the public health, safety or general welfare.

C. that the granting of the variation will not be opposed to the general spirit and intent of this ordinance.

Land Use Map



Notes:

- Open Space will be provided as required by the Thanksgiving Point Area Plan.

Estimate of Land Use Acreages at Build-Out

Development Type	Acres
• Thanksgiving Station TOD	TBD
• Mixed-Use	TBD
• Commercial	TBD
• Educational	TBD
• Golf Course/Gardens	TBD
• Existing Single Family Residential	TBD
• Total	794

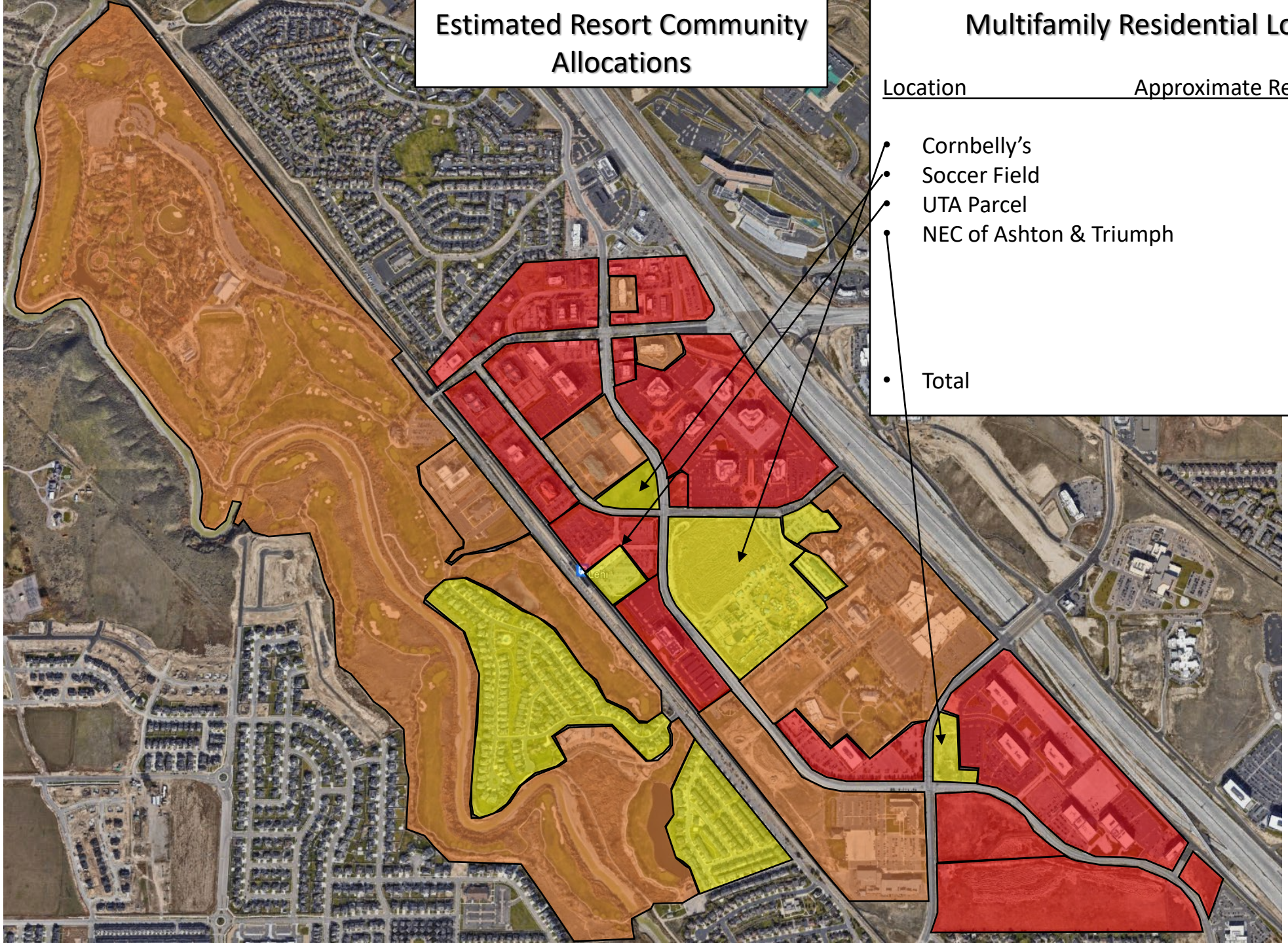
Estimated Resort Community Allocations

RC Zone Allocations

- Resort
- Commercial
- Residential

Notes:

- Land uses percentages are determined by acreage.
- Resort uses shall not decrease below 45%.
- Non-Resort Commercial uses shall not exceed 35%.
- Residential uses shall not exceed 20%.
- UTA Parcel shown as part Residential and part Non-Resort Commercial as their Station Area Plan has not yet been finalized. When complete, the UTA site will receive 200 multifamily units (180 affordable and 20 market rate).



Multifamily Residential Locations

Location	Approximate Residential Density
Cornbelly's	1250 Units
Soccer Field	350 Units
UTA Parcel	200 Units
NEC of Ashton & Triumph	200 Units
Total	2000 Units

Development Triggers:

- No more than 1,220 multifamily units will be constructed prior to the completion of the Clubhouse Drive Extension (Per the Traffic Triggers Analysis).
- No more than TBD multifamily units will be constructed prior to the completion of power upgrades (Per the Power Trigger analysis).

Thanksgiving Point

Table of Land Uses

Conditional: Use may be permitted if formally accepted by. Arch Committee and City at a public hearing

Permitted: The use shall be permitted by Ordinance within the boundaries of the property

Not Permitted: The use shall be restricted by Ordinance from being within the boundaries of the property (Blanks represent Not Permitted)

Residential Uses	TS TOD	Mixed-Use	Commercial
Accessory Dwelling Unit (refer to Lehi ADU Restricted Areas Map)	C	C	
Bed and Breakfast Inn	P	P	P
Dwelling unit above ground floor	P	P	
Dwelling unit for caretaker/security guard (must be with in primary structure and not as an accessory unit)	P	P	P
Juvenile Group Home			
Modular Home			
Mixed-use single family residential and commercial structure/project complying with the use and development standards	P	P	
Nursing Home			P
Residential Facilities for Elderly Persons	P	P	
Residential Facilities for Persons with Disability	C	C	
Retirement Home/Center	P	P	P
Single-Family Dwelling			
Townhouses/Condominiums	P	P	
Mixed-use Commercial and Stacked Residential above Commercial	P	P	
Multi-family Dwelling	P	P	
Resort Uses	TS TOD	Mixed-Use	Commercial
Convenience store, with or without gasoline sales	P	P	P
Church (places of worship)	P	P	P
Cultural, artistic, and educational uses, such as museums, galleries, performing arts studios	P	P	P
Golf Courses and Country Clubs			P
Hotels & Motels	P	P	P
Open Space, Trails and Greenways	P	P	P
Parks and Playgrounds	P	P	P
Public Buildings, Utility Buildings and Facilities	P	P	P
Restaurant	P	P	P
Restaurant, fast food with drive up window(s)	P	P	P
Schools	P	P	P
Sporting Facilities, Arenas	P	P	P
Sports Field	P	P	P

Theater	P	P	P

Non-Resort Commercial Uses	TS TOD	Mixed-Use	Commercial
Accessory buildings and uses incidental to an authorized use	P	P	P
Adult day care		P	P
Artisan Shop	P	P	P
Athletic Instruction, including Dance, Gymnastics, and Martial Arts	P	P	P
Automobile sales/rental		P	
Automobile service and repair			P
Bakery, Retail	P	P	P
Brewpub	P	P	P
Building maintenance services		P	
Building Materials Supply Store with no outside storage		P	P
Building Materials Supply Store with outside storage			
Campground			
Car Wash		P	P
Commercial Laundries, Linen Service, Diaper Service		P	
Commercial Parking Lot/Structure	P	P	P
Commercial Recreations Facility	P	P	P
Conference Center, Convention Center	P	P	P
Child Day-care (Commercial)	P	P	P
Construction Sales (No outside storage or yard)		C	
Construction Service		C	
Data Center		P	P
Dog Care Facility	P	P	C
Dry Cleaners	P	P	P
Equipment Sales and Rental		C	
Financial Institutions and Services	P	P	P
Financial Institutions and Services with drive through facilities	C	P	P
Funeral home			P
Hardware Store with no outside storage	P	P	P
Hardware Store with outside storage			
Health Care Facility	P	P	P
Health Club	P	P	P
Heliport	C	C	C
Hospital (Small Animals)	P	P	
Laboratory, medical, dental, optical	P	P	P
Launderette, Laundromat	P	P	P
Light Office/Warehouse Combination		C	P
Liquor Store/Bar/Private Club	C	C	C
Manufactured homes sales and service			
Medical Research Facility	C	C	P
Medical and Dental Clinics	P	P	P
Moving and storage facilities			
Offices, professional	P	P	P
Outdoor sales, display and storage (excluding junk yards and salvage yards)	C	C	P

Outdoor storage of materials, products and equipment incidental an allowed use			
Personal services	P	P	P
Pet Grooming Facility	P	P	P
Plant Nursery with outside display	C	P	P
Recreational vehicle sales and services with no outside storage	C	C	P
Research and development facilities	P	P	P
Retail facilities and services accessory to principal use	P	P	P
Retail sale, general and goods establishments including general retail, departments store, grocery store, drug store, variety store	P	P	P
Schools - Vocational Technical	P	P	P
Service Station	C	P	P
Climate Controlled Indoor Storage Units	C	P	P
Temporary Construction buildings & yards (12 months maximum)	P	P	P
Temporary sales office (12 months maximum)	P	P	P
Veterinary Office, operating entirely within an enclosed building and keeping animals overnight only for treatment purposes	P	P	P

Transportation, Communication, & Utilities	TS TOD	Mixed-Use	Commercial
Communication facilities and towers	C	C	C
Electrical substations, transmission lines	P	P	P
Oil & Gas transmission lines			
Utility lines, and structures	P	P	P

Manufacturing	TS TOD	Mixed-Use	Commercial
Brick manufacture			
Building materials storage and wholesaling			
Cabinet and woodworking shop			
Commercial storage or distribution (excluding junkyards and salvage yards)			
Concrete block manufacture			
Contractor's storage yard			
Gasoline and oil storage (wholesale)			
Heavy industrial assembly			
Light manufacturing and assembly which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat orother impacts nor hazardous by way of materials, process, product, or waste, and. which: a. do not process animal, vegetable or fish products or the rendering and refining of fats and oils; b. Encloses all equipment, compressors, generators and other ancillary equipment within a building or structure.			
Lumberyard			
Manufacture, processing or packaging of food and beverage products, personal hygiene products and cosmetics, drugs and pharmaceuticals and which are not obnoxious or offensive. by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of a materials, process, product, or waste and where all activities are conduced within a completely enclosed building and where all equipment, compressors, and other ancillary equipment is enclosed.			
Printing and publishing facilities			
Repair shop, with no outside storage			
Recycling center			

Recycling collection stations			
Rock, sand gravel storage distribution			
Truck and large equipment sales and rental			
Tradesmen shops with no outside storage			
Truck and large equipment repair			
Truck freight terminal			
Warehousing and wholesale distribution with no outside storage			
Welding shop			
Resource Production			
Agriculture (Horticulture)	P	P	P

Educational	Business Park	Golf Course/Gardens	Single Family Res.
			P
P			
P	P		
C			
			P
Educational	Business Park	Golf Course/Gardens	Single Family Res.
P	P		
P	P		C
P	P		
P	P	P	
P	P		
P	P	P	
P	P	P	
P	P	P	P
P	P		
P	P		
P	P		C
P	P	P	
P	P	P	P

P	P		

Educational	Business Park	Golf Course/Gardens	Single Family Res.
P	P		
P	P		
P	P		
P	P		
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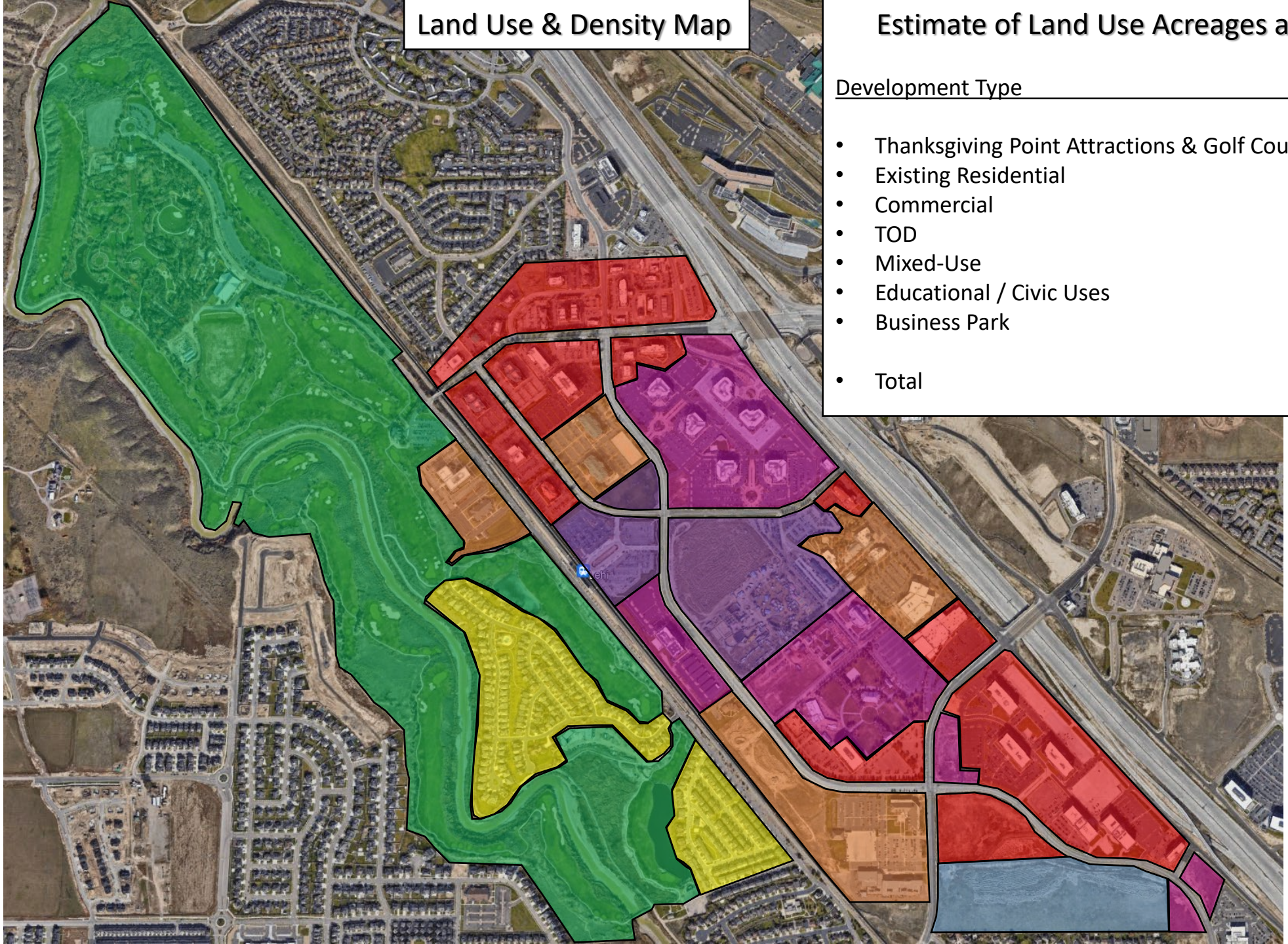
Educational	Business Park	Golf Course/Gardens	Single Family Res.
C	C	C	P
P	P	C	P
P	P	P	P

Educational	Business Park	Golf Course/Gardens	Single Family Res.
	P		
	P		
	P		
	P		
	C		

	C		
	P		
P	P	P	P

Land Use & Density Map

- Mixed-Use
- TS TOD
- Business Park
- Commercial
- Educational
- Open Space/Golf
- Single-Family Res.



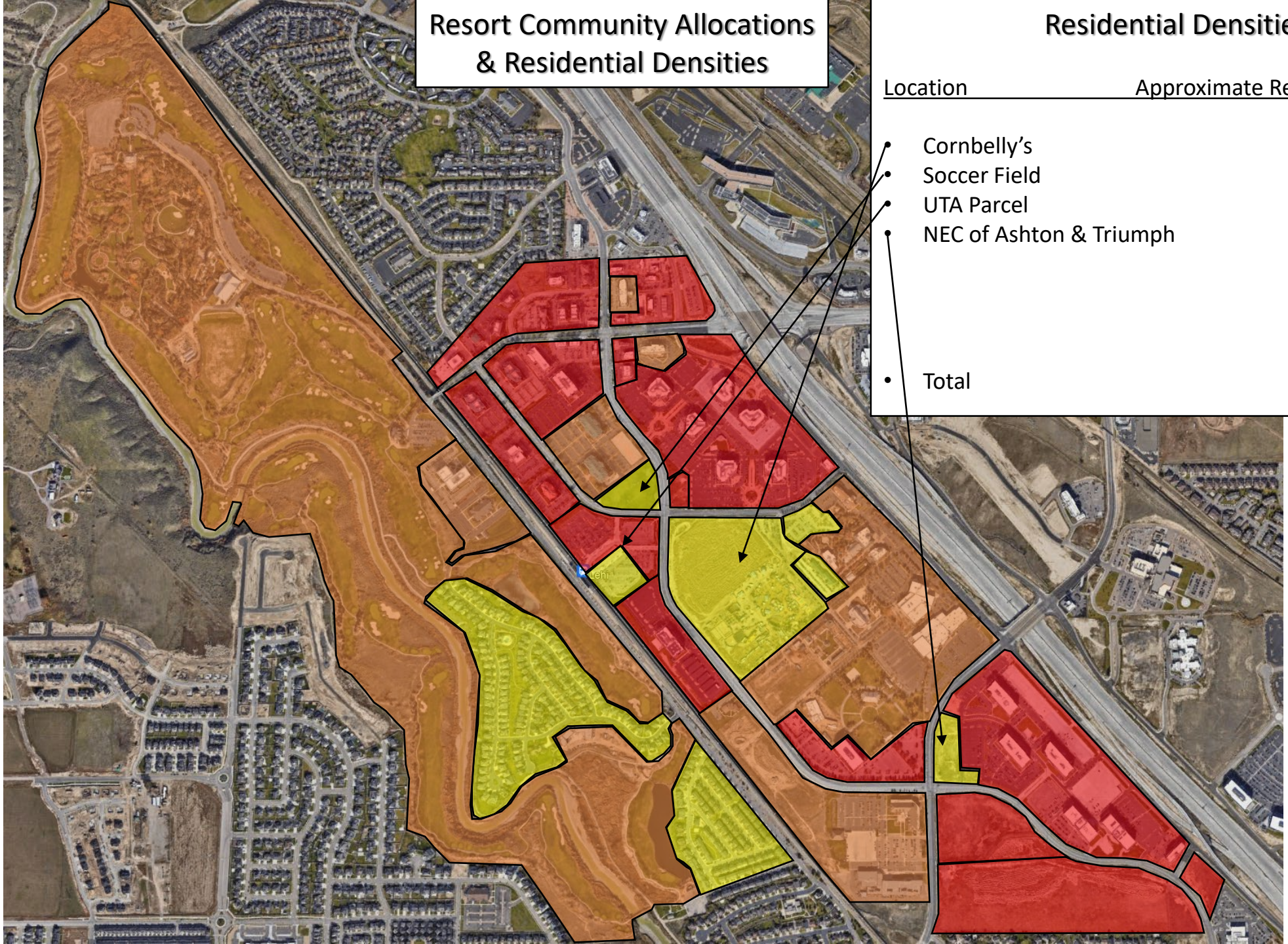
Estimate of Land Use Acreages at Build-Out

Development Type	Acres
• Thanksgiving Point Attractions & Golf Course	398
• Existing Residential	53
• Commercial	142
• TOD	59
• Mixed-Use	78
• Educational / Civic Uses	39
• Business Park	25
• Total	794

Resort Community Allocations & Residential Densities

RC Zone Allocations

- Resort
- Commercial
- Residential



Residential Densities

Location	Approximate Residential Density
Cornbelly's	1250
Soccer Field	350
UTA Parcel	200
NEC of Ashton & Triumph	200
Total	2000

Thanksgiving Point
Table of Land Uses

Conditional: Use may be permitted if formally accepted by. Arch Committee and City at a public hearing

Permitted: The use shall be permitted by Ordinance within the boundaries of the property

Not Permitted: The use shall be restricted by Ordinance from being within the boundaries of the property

Residential Uses	Acceptance
Accessory Dwelling Unit (refer to Lehi ADU Restricted Areas Map)	Conditional
Bed and Breakfast Inn	Permitted
Dwelling unit above ground floor	Permitted
Dwelling unit for caretaker/security guard (must be with in primary structure and not as an accessory unit)	Permitted
Juvenile Group Home	Not Permitted
Modular Home	Not Permitted
Mixed-use single family residential and commercial structure/project complying with the use and development standards	Permitted
Nursing Home	Not Permitted
Residential Facilities for Elderly Persons	Permitted
Residential Facilities for Persons with Disability	Conditional
Retirement Home/Center	Permitted
Single-Family Dwelling	Permitted
Multi-family dwelling	Permitted

Resort Uses	Acceptance
Church (places of worship)	Permitted
Cultural, artistic, and educational uses, such as museums, galleries, performing arts studios	Permitted
Golf Courses and Country Clubs	Permitted
Hotels & Motels	Permitted
Open Space, Trails and Greenways	Permitted
Parks and Playgrounds	Permitted

Public Buildings, Utility Buildings and Facilities	Permitted
Schools	Permitted
Sporting Facilities, Arenas	Permitted
Sports Field	Permitted

Commercial/Nonresidential Uses	**Acceptance**	
Accessory buildings and uses incidental to an authorized use	Permitted	
Adult day care	Not Permitted	
Automobile sales/rental	Permitted	
Automobile service and repair	Not Permitted	
Building maintenance services	Not Permitted	
Building Materials Supply Store with no outside storage	Permitted	
Building Materials Supply Store with outside storage	Not Permitted	
Campground	Not Permitted	
Car Wash	Permitted	
Commercial Laundries, Linen Service, Diaper Service	Not Permitted	
Commercial Parking Lot/Structure	Permitted	
Commercial Recreations Facility	Permitted	
Conference Center, Convention Center	Permitted	
Convenience store, with or without gasoline sales	Permitted	
Child Day-care (Commercial)	Permitted	
Construction Sales (No outside storage or yard)	Conditional	*Would only be contemplated outside of the TOD
Construction Service	Not Permitted	
Equipment Sales and Rental	Not Permitted	
Financial Institutions and Services	Permitted	
Financial Institutions and Services with drive through facilities	Permitted	
Funeral home	Not Permitted	
Furniture Repair	Not Permitted	
Hardware Store with no outside storage	Permitted	
Hardware Store with outside storage	Not Permitted	
Health Care Facility	Permitted	
Health Club	Permitted	
Heliport	Not Permitted	
Hospital (Small Animals)	Permitted	

Laboratory, medical, dental, optical	Permitted	
Launderette, Laundromat	Permitted	
Liquor Store/Bar/Private Club	Conditional	
Manufactured homes sales and service	Not Permitted	
Medical Research Facility	Permitted	
Medical and Dental Clinics	Permitted	
Moving and storage facilities	Not Permitted	
Offices, professional	Permitted	
Outdoor sales, display and storage (excluding junk yards and salvage yards)	Not Permitted	
Outdoor storage of materials, products and equipment incidental an allowed use	Not Permitted	
Personal services	Permitted	
Photofinishing lab	Permitted	
Plant Nursery with outside display	Conditional	
Recreational vehicle sales and services with no outside storage	Conditional	*Would only be contemplated outside of the TOD
Restaurant	Permitted	
Restaurant, fast food with drive up window(s)	Permitted	
Research and development facilities	Permitted	
Retail facilities and services accessory to principal use	Permitted	
Retail sale, general and goods establishments including general retail, departments store, grocery store, drug store, variety store	Permitted	
Schools - Vocational Technical	Permitted	
Service Station	Permitted	
Climate Controlled Indoor Storage Units	Permitted	
Temporary Construction buildings & yards (12 months maximum)	Permitted	
Temporary sales office (12 months maximum)	Permitted	
Theater	Permitted	
Veterinary Office, operating entirely within an enclosed building and keeping animals overnight only for treatment purposes	Permitted	

Transportation, Communication, & Utilities	**Acceptance**
Communication facilities and towers	Conditional
Electrical substations, transmission lines	Conditional
Oil & Gas transmission lines	Conditional
Utility lines, and structures	Conditional

Manufacturing	**Acceptance**
Brick manufacture	Not Permitted
Building materials storage and wholesaling	Not Permitted

Cabinet and woodworking shop	Not Permitted
Commercial storage or distribution (excluding junkyards and salvage yards)	Not Permitted
Concrete block manufacture	Not Permitted
Contractor's storage yard	Not Permitted
Gasoline and oil storage (wholesale)	Not Permitted
Heavy industrial assembly	Not Permitted
Light manufacturing and assembly which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat orother impacts nor hazardous by way of materials, process, product, or waste, and. which: a. do not process animal, vegetable or fish products or the rendering and refining of fats and oils; b. Encloses all equipment, compressors, generators and other ancillary equipment within a building or structure.	Permitted
Lumberyard	Not Permitted
Manufacture, processing or packaging of food and beverage products, personal hygiene products and cosmetics, drugs and pharmaceuticals and which are not obnoxious or offensive. by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of a materials, process, product, or waste and where all activities are conduced within a completely enclosed building and where all equipment, compressors, and other ancillary equipment is enclosed.	Permitted
Printing and publishing facilities	Permitted
Repair shop, with no outside storage	Conditional
Recycling center	Not Permitted
Recycling collection stations	Not Permitted
Rock, sand gravel storage distribution	Not Permitted
Truck and large equipment sales and rental	Not Permitted
Tradesmen shops with no outside storage	Conditional
Truck and large equipment repair	Not Permitted
Truck freight terminal	Not Permitted
Warehousing and wholesale distribution with no outside storage	Permitted
Welding shop	Not Permitted

Resource Production	**Acceptance**
Agriculture (Horticulture)	Permitted

Lehi Thanksgiving Station – Improvement & Trigger Summary (based on March 18, 2022 TIS) – SCENARIO 1

REGIONAL ROADWAYS & PROJECT PHASING

2023: Project construction begins

2028: Clubhouse Dr needed to mitigate Triumph Blvd (1,220 units, 1,030.5 ksf comm.)

2029: North Interchange needed to mitigate Clubhouse Drive (1,365 units, 1,036.9 ksf comm.)

2031: Project full build (2,000 units / 1,380 ksf comm.)

2038: 2100 North Freeway needed to mitigate Clubhouse Drive

INTERSECTION IMPROVEMENTS

2021

Background Improvements*

- **Triumph Blvd / 2100 North:** Install SB free right-turn, EB dual left-turn lanes, and a NB right-turn pocket, add back-to-back left-turn lanes in center, and extend WB storage length
- **Triumph Blvd:** Widen to 5 lanes south of 2100 North
- **2150 North / Triumph Blvd:** Restrict NB and EB lefts and construct a new access directly onto 2100 North
- **Ashton Blvd / Triumph Blvd:** Add SB and WB right-turn pockets, dual EB right-turn lanes, and coordinate

2030

Background Improvements*

- TIS Assumption: Clubhouse Dr extension complete
- TIS Assumption: 3600 West widened to 5 lanes south of 2100 North
- **SB Frontage Road / S.R. 92:** Install second SB right-turn lane, remove inside thru lane
- **Ashton Blvd / Clubhouse Dr:** Coordinate signal E-W, add WB and SB right-turn pockets and SB dual left-turn lanes, and implement NB and EB PM/PT left-turn phasing
- **3600 West / 2100 North:** Add 2nd NB and SB thru lanes through middle and EB and WB dual left-turn lanes
- **Waterbury Dr / 3600 West:** Signalize
- **2450 North / 3600 West:** Signalize
- **2700 North / 3600 West:** Convert NB approach to a shared thru/left-turn lane and a thru lane
- **NB Frontage Road / Triumph Blvd:** Install SWB right-turn pocket

Plus Project Improvements*

- **2700 North / 3600 West:** Signalize
- **Ashton Blvd / Triumph Blvd:** Install EB and WB dual left turn lanes and a 3rd SB thru lane
- **Sycamore Ln / Ashton Blvd:** Signalize
- **Triumph Blvd / 2100 North:** Install WB dual left-turn lanes

2040

Background Improvements*

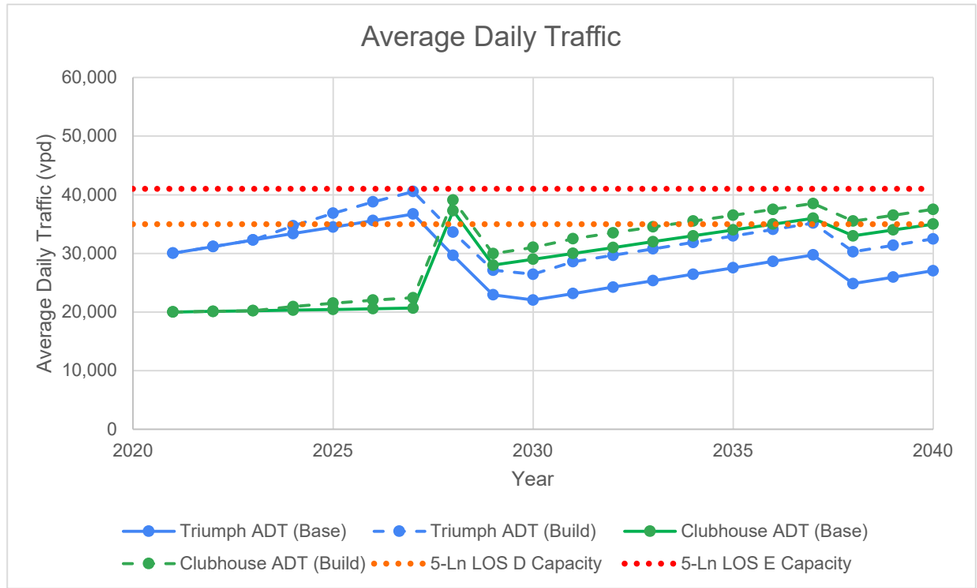
- TIS Assumption: 2100 North freeway constructed
- TIS Assumption: North Lehi I-15 interchange constructed
- TIS Assumption: 3600 West connection to Bluffdale
- **Garden Dr / Clubhouse Dr:** Realign Garden Dr and signalize
- **Clubhouse Dr / 3600 West:** Implement SEB PM/PT left-turn phasing
- **3600 West / 2100 North:** Realign the NB thru lanes at the EB Frontage Road such that the left thru lane is forced into the left-turn lane, and install dual SB left-turn lanes
- **Waterbury Dr / 3600 West:** Implement NB and SB PM/PT left-turn phasing

Plus Project Improvements*

- **Waterbury Dr / 3600 West:** Implement EB PM/PT left-turn phasing and strip a separate WB shared thru/right-turn pocket with matching receiving lane
- **Ashton Blvd / Clubhouse Dr:** Convert SB right-turn pocket into shared thru/right-turn pocket
- **3600 West / 2100 North:** 3 SB thru lanes, pocket 2 inner lanes

**Note: Excludes basic signal timing improvements that may be needed.*

Year	Project		Triumph ADT			Clubhouse ADT			Micro-Sim Works on Major Lehi Roads?		Year
	Res. DU's	Comm. KSF	Base	Project	Build	Base	Project	Build	Base	Build	
2021	0	0	30,045	0	30,045	20,000	0	20,000	Likely Yes	Likely Yes	2021
2022	0	0	31,160	0	31,160	20,110	0	20,110	Likely Yes	Likely Yes	2022
2023	0	0	32,270	0	32,270	20,220	0	20,220	Likely Yes	Likely Yes	2023
2024	200	424	33,380	1,320	34,700	20,330	610	20,940	Likely Yes	Likely Yes	2024
2025	270	777.5	34,490	2,350	36,840	20,440	1,080	21,520	Likely Yes	Likely Yes	2025
2026	1220	800.5	35,600	3,200	38,800	20,560	1,480	22,040	Likely Yes	Likely Yes	2026
2027	1220	1030.5	36,710	3,830	40,540	20,670	1,770	22,440	Likely Yes	Likely Yes	2027
2028	1365	1036.9	29,660	3,970	33,630	37,270	1,830	39,100	Likely Yes	Maybe	2028
2029	1585	1060.9	22,930	4,210	27,140	28,000	1,950	29,950	Likely Yes	Likely Yes	2029
2030	1795	1060.9	22,045	4,390	26,435	29,000	2,030	31,030	Likely Yes	Likely Yes	2030
2031	2000	1380	23,150	5,430	28,580	30,000	2,510	32,510	Likely Yes	Likely Yes	2031
2032	2000	1380	24,250	5,430	29,680	31,000	2,510	33,510	Likely Yes	Likely Yes	2032
2033	2000	1380	25,350	5,430	30,780	32,000	2,510	34,510	Likely Yes	Likely Yes	2033
2034	2000	1380	26,450	5,430	31,880	33,000	2,510	35,510	Likely Yes	Likely Yes	2034
2035	2000	1380	27,550	5,430	32,980	34,000	2,510	36,510	Likely Yes	Likely Yes	2035
2036	2000	1380	28,650	5,430	34,080	35,000	2,510	37,510	Likely Yes	Likely Yes	2036
2037	2000	1380	29,750	5,430	35,180	36,000	2,510	38,510	Likely Yes	Likely Yes	2037
2038	2000	1380	24,850	5,430	30,280	33,000	2,510	35,510	Likely Yes	Likely Yes	2038
2039	2000	1380	25,950	5,430	31,380	34,000	2,510	36,510	Likely Yes	Likely Yes	2039
2040	2,000	1,380.0	27,045	5,430	32,475	35,000	2,510	37,510	Likely Yes	Likely Yes	2040



North Interchange and West Connections Build Year: **2029**

If the North Interchange is built without the connections, there is little impact.

Clubhouse Drive Extension Build Year: **2028**

2100 North Freeway Build Year: **2038**

Year	LOS Capacities		
	LOS D	LOS E	LOS F
2020	35,000	41,000	>41,000
2030	35,000	41,000	>41,000
2040	35,000	41,000	>41,000

Acceptable LOS on Triumph Blvd achieved in micro-sim when ADT was 41,000 vpd.

Acceptable LOS achieved on Clubhouse Dr in micro-sim when ADT was 39,000 vpd.

Year	GARDNER		STACK		UTA	
	Res. DU's	Comm. KSF	Res. DU's	Comm. KSF	Res. DU's	Comm. KSF
2021	0	0	0	0	0	0
2022	0	0	0	0	0	0
2023	0	0	0	0	0	0
2024	0	0	200	424	0	0
2025	70	353.5	200	424	0	0
2026	840	376.5	200	424	180	0
2027	840	376.5	200	424	180	230
2028	985	382.9	200	424	180	230
2029	1205	406.9	200	424	180	230
2030	1415	406.9	200	424	180	230
2031	1620	406.9	200	424	180	549.1
2032	1620	406.9	200	424	180	549.1
2033	1620	406.9	200	424	180	549.1
2034	1620	406.9	200	424	180	549.1
2035	1620	406.9	200	424	180	549.1
2036	1620	406.9	200	424	180	549.1
2037	1620	406.9	200	424	180	549.1
2038	1620	406.9	200	424	180	549.1
2039	1620	406.9	200	424	180	549.1
2040	1,620	406.9	200	424	180	549.1

Lehi Thanksgiving Station – Improvement & Trigger Summary (based on March 18, 2022 TIS) – SCENARIO 2

REGIONAL ROADWAYS & PROJECT PHASING

- **2023**: Project construction begins
- **2028**: Clubhouse Dr needed to mitigate Triumph Blvd (1,220 units, 1,030.5 ksf comm.)
- **2029**: 2100 North Freeway needed to mitigate Clubhouse Drive (1,365 units / 1,036.9 ksf comm.)
- **2031**: Project full build (2,000 units / 1,380 ksf comm.)
- **2033**: North Interchange needed to mitigate Clubhouse Drive

INTERSECTION IMPROVEMENTS

2021

Background Improvements*

- **Triumph Blvd / 2100 North:** Install SB free right-turn, EB dual left-turn lanes, and a NB right-turn pocket, add back-to-back left-turn lanes in center, and extend WB storage length
- **Triumph Blvd:** Widen to 5 lanes south of 2100 North
- **2150 North / Triumph Blvd:** Restrict NB and EB lefts and construct a new access directly onto 2100 North
- **Ashton Blvd / Triumph Blvd:** Add SB and WB right-turn pockets, dual EB right-turn lanes, and coordinate

2030

Background Improvements*

- TIS Assumption: Clubhouse Dr extension complete
- TIS Assumption: 3600 West widened to 5 lanes south of 2100 North
- **SB Frontage Road / S.R. 92:** Install second SB right-turn lane, remove inside thru lane
- **Ashton Blvd / Clubhouse Dr:** Coordinate signal E-W, add WB and SB right-turn pockets and SB dual left-turn lanes, and implement NB and EB PM/PT left-turn phasing
- **3600 West / 2100 North:** Add 2nd NB and SB thru lanes through middle and EB and WB dual left-turn lanes
- **Waterbury Dr / 3600 West:** Signalize
- **2450 North / 3600 West:** Signalize
- **2700 North / 3600 West:** Convert NB approach to a shared thru/left-turn lane and a thru lane
- **NB Frontage Road / Triumph Blvd:** Install SWB right-turn pocket

Plus Project Improvements*

- **2700 North / 3600 West:** Signalize
- **Ashton Blvd / Triumph Blvd:** Install EB and WB dual left turn lanes and a 3rd SB thru lane
- **Sycamore Ln / Ashton Blvd:** Signalize
- **Triumph Blvd / 2100 North:** Install WB dual left-turn lanes

2040

Background Improvements*

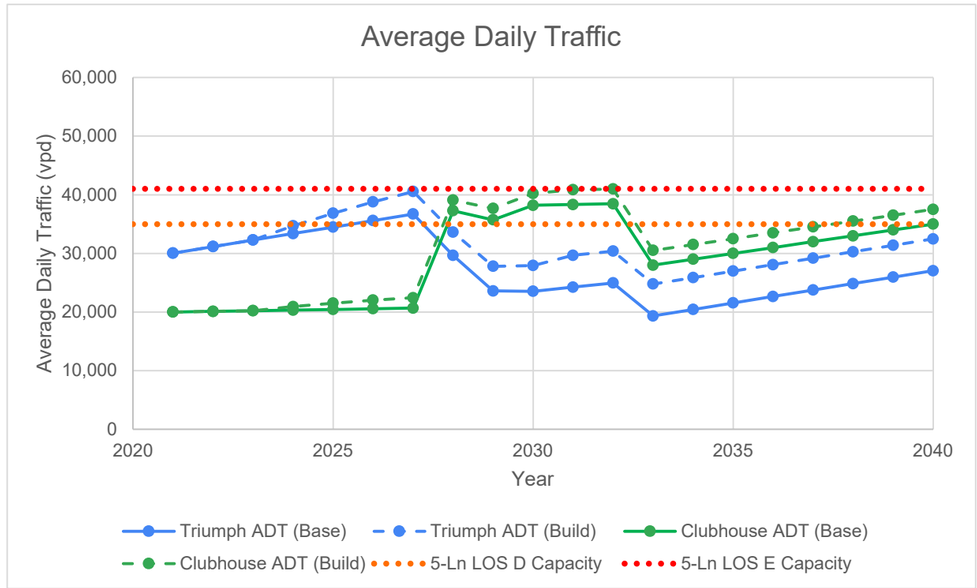
- TIS Assumption: 2100 North freeway constructed
- TIS Assumption: North Lehi I-15 interchange constructed
- TIS Assumption: 3600 West connection to Bluffdale
- **Garden Dr / Clubhouse Dr:** Realign Garden Dr and signalize
- **Clubhouse Dr / 3600 West:** Implement SEB PM/PT left-turn phasing
- **3600 West / 2100 North:** Realign the NB thru lanes at the EB Frontage Road such that the left thru lane is forced into the left-turn lane, and install dual SB left-turn lanes
- **Waterbury Dr / 3600 West:** Implement NB and SB PM/PT left-turn phasing

Plus Project Improvements*

- **Waterbury Dr / 3600 West:** Implement EB PM/PT left-turn phasing and strip a separate WB shared thru/right-turn pocket with matching receiving lane
- **Ashton Blvd / Clubhouse Dr:** Convert SB right-turn pocket into shared thru/right-turn pocket
- **3600 West / 2100 North:** 3 SB thru lanes, pocket 2 inner lanes

**Note: Excludes basic signal timing improvements that may be needed.*

Year	Project		Triumph ADT			Clubhouse ADT			Micro-Sim Works on Major Lehi Roads?		Year
	Res. DU's	Comm. KSF	Base	Project	Build	Base	Project	Build	Base	Build	
2021	0	0	30,045	0	30,045	20,000	0	20,000	Likely Yes	Likely Yes	2021
2022	0	0	31,160	0	31,160	20,110	0	20,110	Likely Yes	Likely Yes	2022
2023	0	0	32,270	0	32,270	20,220	0	20,220	Likely Yes	Likely Yes	2023
2024	200	424	33,380	1,320	34,700	20,330	610	20,940	Likely Yes	Likely Yes	2024
2025	270	777.5	34,490	2,350	36,840	20,440	1,080	21,520	Likely Yes	Likely Yes	2025
2026	1220	800.5	35,600	3,200	38,800	20,560	1,480	22,040	Likely Yes	Likely Yes	2026
2027	1220	1030.5	36,710	3,830	40,540	20,670	1,770	22,440	Likely Yes	Likely Yes	2027
2028	1365	1036.9	29,660	3,970	33,630	37,270	1,830	39,100	Likely Yes	Maybe	2028
2029	1585	1060.9	23,600	4,210	27,810	35,730	1,950	37,680	Likely Yes	Likely Yes	2029
2030	1795	1060.9	23,545	4,390	27,935	38,200	2,030	40,230	Likely Yes	Maybe	2030
2031	2000	1380	24,250	5,430	29,680	38,330	2,510	40,840	Likely Yes	Maybe	2031
2032	2000	1380	24,950	5,430	30,380	38,460	2,510	40,970	Likely Yes	Maybe	2032
2033	2000	1380	19,350	5,430	24,780	28,000	2,510	30,510	Likely Yes	Likely Yes	2033
2034	2000	1380	20,450	5,430	25,880	29,000	2,510	31,510	Likely Yes	Likely Yes	2034
2035	2000	1380	21,550	5,430	26,980	30,000	2,510	32,510	Likely Yes	Likely Yes	2035
2036	2000	1380	22,650	5,430	28,080	31,000	2,510	33,510	Likely Yes	Likely Yes	2036
2037	2000	1380	23,750	5,430	29,180	32,000	2,510	34,510	Likely Yes	Likely Yes	2037
2038	2000	1380	24,850	5,430	30,280	33,000	2,510	35,510	Likely Yes	Likely Yes	2038
2039	2000	1380	25,950	5,430	31,380	34,000	2,510	36,510	Likely Yes	Likely Yes	2039
2040	2,000	1,380.0	27,045	5,430	32,475	35,000	2,510	37,510	Likely Yes	Likely Yes	2040



North Interchange and West Connections Build Year: **2033**

If the North Interchange is built without the connections, there is little impact.

Clubhouse Drive Extension Build Year: **2028**

2100 North Freeway Build Year: **2029**

Year	LOS Capacities		
	LOS D	LOS E	LOS F
2020	35,000	41,000	>41,000
2030	35,000	41,000	>41,000
2040	35,000	41,000	>41,000

Acceptable LOS on Triumph Blvd achieved in micro-sim when ADT was 41,000 vpd.

Acceptable LOS achieved on Clubhouse Dr in micro-sim when ADT was 39,000 vpd.

Year	GARDNER		STACK		UTA	
	Res. DU's	Comm. KSF	Res. DU's	Comm. KSF	Res. DU's	Comm. KSF
2021	0	0	0	0	0	0
2022	0	0	0	0	0	0
2023	0	0	0	0	0	0
2024	0	0	200	424	0	0
2025	70	353.5	200	424	0	0
2026	840	376.5	200	424	180	0
2027	840	376.5	200	424	180	230
2028	985	382.9	200	424	180	230
2029	1205	406.9	200	424	180	230
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2033	1620	406.9	200	424	180	549.1
2034	1620	406.9	200	424	180	549.1
2035	1620	406.9	200	424	180	549.1
2036	1620	406.9	200	424	180	549.1
2037	1620	406.9	200	424	180	549.1
2038	1620	406.9	200	424	180	549.1
2039	1620	406.9	200	424	180	549.1
2040	1,620	406.9	200	424	180	549.1

Agenda Item No: 3.1

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Purchase Orders

Suggested Action:

Attachments:

PO Index.pdf

Priemier Truck Group Sewer Vac Truck.pdf

Dawson Infrastructure Solutions VAC Truck.pdf

LEHI CITY
CITY COUNCIL AGENDA
October 11, 2022

Consent Agenda: Approval of Purchase Orders

INFORMATION:

Company	Description	P O Amount	Budget Amt (before PO)
Premier Truck Group	Chassis for Vac Truck	$129,702.00	$1,903,880.00
Dawson Infrastructure	Sewer Vacuum Truck	$379,675.00	$1,903,880.00

Lehi City Purchase Requisition Request

Supplier	**Name**	Premier Truck Group		**Vendor#**	
	Street	2240 South 5370 West		**Date**	**10/4/2022**
	City	SLC	**State**	Ut	
	Zip	84120	**Phone**	801-870-1917	

Dean Lundell

Fleet	64-40-56	Jeremy Estes
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
		Chassis for Vac Truck		$129,702.00
		Total		$129,702.00

Justification:	Price Determination	
State Contract #MA1460	Verbal Quote	
	Informal Bid	
	Written Bid	$129,702.00
	State Bid	
	Other	

Prepared for:
Jeremy Estes
LEHI CITY OF
2538 N 300
W
Lehi City, UT 84765
Phone: 801-564-8390

Prepared by:
Skylar Dyreng
PREMIER TRUCK GROUP
2240 SOUTH 5370 WEST
SALT LAKE CITY, UT 84120
Phone:

Q U O T A T I O N

114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK
CUM X12 500V HP @ 1900 RPM, 1700 LB-FT @ 1000 RPM, 2000 GOV RPM, VOC
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
RT-46-164 46,000# R-SERIES 78 INCH WIDE TRACK TANDEM REAR AXLE
HENDRICKSON RT463 @46,000# REAR SUSPENSION
MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
20,000# FLAT LEAF FRONT SUSPENSION
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
6975MM (275 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1800MM (71 INCH) REAR FRAME OVERHANG
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	129,782	$	129,782
EXTENDED WARRANTY		$	230	$	230
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		**$**	***130,012***	**$**	***130,012***
TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		$	(310)	$	(310)
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**129,702**	**$**	**129,702**

APPROVAL: Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.
Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

Lehi City Purchase Requisition Request

Supplier	**Name**	Dawson Infrastructure Solutions		**Vendor#**	
	Street	47 South Orange Street SuiteA5-6		**Date**	**10/4/2022**
	City	Salt Lake City Utah	**State**	Utah	
	Zip	84116	**Phone**	801-207-9728	

Dean Lundell

Fleet Management	64-40-56-000	Jeremy Estes
Requesting Department	**Dept. Account No.**	**Department Head Signature**

Quanity	Unit	Materials and Description	Price	Total
		Sewer Vacuum Truck		$379,675.00
		Total		$379,675.00

Justification:	Price Determination	
	Verbal Quote	
	Informal Bid	
	Written Bid	$379,675.00
	State Bid	
	Other	

DAWSON INFRASTRUCTURE SOLUTIONS
Experts in Environmental & Inspection Equipment Solutions

Estimate

Dawson Infrastructure Solutions
(303) 632-8236
dawsonis.com

Date	8/17/2022
Estimate #	Q20561
Expires	9/16/2022
Terms	Net 30
Shipping Method	Ground
Sales Order #	

Bill To

Attn: Accounts Payable
Lehi City Corporation, Wastewater Dept.
153 North 100 East
Lehi UT 84043
United States

Qty	Description	Rate	Amount
1	Sewer Equipment 900-ECO 9 Yard Truck Mounted Combination Sewer Cleaner. Unit to be mounted on Freightliner Tandem Axle Chassis.	376,175.00	376,175.00
1	Optional: Provide Freightliner Tandem Axle Chassis add $135,000.00 to total	0.00	0.00

Subtotal	376,175.00
Shipping Cost (Ground)	3,500.00
Total	$379,675.00

Q20561

Agenda Item No: 3.2

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Action Item
Agenda Section: Consent Agenda

Subject:
Approve Minutes from the September 27, 2022 City Council Meeting.

Suggested Action:

Attachments:

092722CC.pdf

LEHI CITY

153 North 100 East
Lehi, UT 84043
(801) 768-7100

Minutes of the **Pre Council and Regular Session** of the **Lehi City Council** held Tuesday, **September 27, 2022,** at Lehi City in the Council Chamber, 153 N 100 E. Lehi, UT.

Members Present: Paige Albrecht, Council Member
Chris Condie, Mayor Pro Tempore
Katie Koivisto, Council Member
Paul Hancock, Council Member
Mike Southwick, Council Member

Excused: Mark Johnson, Mayor

Others Present: Jason Walker, City Administrator; Ryan Wood, City Attorney; Lorin Powell, City Engineer; Kim Struthers, Planning Director; Dean Lundell, Finance Director; Chief Jeremy Craft, Fire Department; Andy Gowans, Management Analyst; and Teisha Wilson, City Recorder.

Pre Council, 5:30 p.m.

1. Welcome and Opening Comment

Mayor Pro Tempore Condie welcomed everyone and noted that all Councilmembers were present. Mayor Johnson was excused. Councilor Albrecht gave the opening comment.

2. Presentations and Reports

2.1 North Pointe Solid Waste Special Service District Update

Neil Schwendiman with North Pointe presented an update to the Council. He reviewed the history of the district and discussed possible expansion options and facility improvements that will be needed in the future.

3. Agenda Questions

None.

4. Administrative Report

None.

5. Mayor and Council Reports

The Council reported on their committee assignments.

The meeting recessed at approximately 6:00 p.m.
The meeting resumed at approximately 7:00 p.m.

Regular Session, 7:00 p.m.

1. Welcome, Roll Call, Pledge of Allegiance

DRAFT

Mayor Pro Tempore welcomed everyone and noted that all Councilmembers were present. Mayor Johnson was excused. Councilor Southwick led the Pledge of Allegiance.

2. 20 Minute Citizen Input

None.

3. Consent Agenda

3.1) Approve Minutes from the September 13, 2022 City Council Meetings.

3.2) Approve Purchase Orders

Motion: Councilor Southwick moved to approve the consent agenda items. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

4. Consideration of Resolution #2022-85, approving an agreement between Lehi City and Earth Services for the installation of a pressurized irrigation pipeline stubbed into Willow Park.

Motion: Councilor Hancock moved to approve Resolution #2022-85, an agreement between Lehi City and Earth Services for the installation of a pressurized irrigation pipeline stubbed into Willow Park. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

5. Consideration of Resolution #2022-86, approving an agreement for the Flight Park Well drilling.

This item was pulled from the agenda.

6. Consideration of Resolution #2022-82, approving a Development Agreement between Lehi City and Kevin and Sarah Gordan for the Gordon Daycare Project located at approximately 860 North 2300 West.

Sarah and Kevin Gordan were the applicants.

Motion: Councilor Southwick moved to approve Resolution #2022-82, approving a Development Agreement between Lehi City and Kevin and Sarah Gordan for the Gordon Daycare Project located at approximately 860 North 2300 West. Councilor Koivisto seconded the motion.

DRAFT

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

7. **Consideration of Final subdivision approval for the Lehi Medical Phase 2, a 7-lot single family lot development located at 1090 W 3300 North in an R-1-10 zone.**
Rick Peterson with Fort Street Partners was representing the applicant.

Motion: Councilor Albrecht moved to grant Final subdivision approval for the Lehi Medical Phase 2, a 7-lot single family lot development located at 1090 W 3300 North in an R-1-10 zone; including any Development Review Committee and Planning Commission comments. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

8. **Consideration of Ordinance #55-2022, approval of the Downtown Civic Campus zone change on various City owned properties changing the zoning from R-3 (high density residential) and Mixed Use to Public Facility.**

Motion: Councilor Southwick moved to approve Ordinance #55-2022, the Downtown Civic Campus zone change on various City owned properties changing the zoning from R-3 (high density residential) and Mixed Use to Public Facility; including any Development Review Committee and Planning Commission comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

9. **Consideration of Ordinance #56-2022, a Development Code Amendment to Table 05-030 C, adding Portable Storage Containers as a permitted use in the Public Facility zone.**
Mr. Struthers stated that this is being done to accommodate for the temporary storage of the secondary water meters that are required to be installed. The Council discussed concerns that the storage containers may be used on other properties and that there was no time limit so they could become permanent.

Motion: Councilor Hancock moved to approve Ordinance #56-2022, a Development Code Amendment to Table 05-030 C, adding Portable Storage Containers as a permitted use in the Public Facility zone; and modify the Ordinance to state that it is a Conditional Use, and that there is a two-year time limit with the option of an extension; and including any Development Review Committee and Planning Commission comments. Councilor Koivisto seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

10. Consideration of Ordinance #57-2022, an amendment to the Design Standards and Public Improvements Specifications Manual Section 3.09 - Fire Department Access, amending the requirements to provide emergency access to construction sites.

Garion Rowett, Lehi Fire Marshall, was representing the Fire Department. He stated that this will help with emergency access to construction sites.

Motion: Councilor Southwick moved to approve Ordinance #57-2022, an amendment to the Design Standards and Public Improvements Specifications Manual Section 3.09 - Fire Department Access, amending the requirements to provide emergency access to construction sites; including any Development Review Committee and Planning Commission comments. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

11. Consideration of Resolution #2022-83, appointing a member to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee.

Motion: Councilor Hancock moved to approve Resolution #2022-83, appointing a member to the Lehi City Parks, Arts, Recreation, and Cultural (PARC) Advisory Committee. Councilor Albrecht seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

12. Consideration of Resolution #2022-84, appointing a member to the Lehi City Parks, Trails, and Trees Advisory Committee.

Motion: Councilor Southwick moved to approve Resolution #2022-84, appointing a member to the Lehi City Parks, Trails, and Trees Advisory Committee. Councilor Hancock seconded the motion.

Roll Call Vote: Councilor Albrecht, Yes; Mayor Pro Tempore Condie, Yes; Councilor Hancock, Yes; Councilor Koivisto, Yes; and Councilor Southwick, Yes. The motion passed unanimously.

13. Adjournment

With no further business to come before the City Council at this time, Councilor Hancock moved to adjourn the meeting. Councilor Koivisto seconded the motion. The motion passed unanimously. The meeting adjourned at approximately 7:30 p.m.

Approved: October 11, 2022 Attest:

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

DRAFT

Agenda Item No: 4

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-89 approving non-exclusive network access and retail service agreements with Beehive Broadband, Centracom, Intellipop, Sumofiber, and Xmission.

Suggested Action:

Attachments:

Res 2022-89.docx

Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) Beehive.docx

Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) CentraCom.docx

Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) Intellipop.docx

Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) Sumo.docx

Agreement-Master ISP Fiber Network Access and Retail Service (10.5.2022 Final) XMission.docx

LEHI CITY

RESOLUTION NO. 2022-89

A RESOLUTION OF THE LEHI CITY COUNCIL APPROVING NON-EXCLUSIVE NETWORK ACCESS AND RETAIL SERVICE AGREEMENTS WITH BEEHIVE BROADBAND, CENTRACOM, INTELLIPOP, SUMOFIBER AND XMISSION

WHEREAS Lehi City is constructing a fiber optic network (the "Network") which will provide private retail service providers access to capacity on the Network to offer a variety of services,

WHEREAS the City reviewed proposals from various internet service providers and selected five providers: Beehive Broadband, Centracom, Intellipop, Sumofiber and Xmission ("ISP's") to initially provide services to subscribers on the Network;

WHEREAS, on October 10, 2022, the City Council held a duly noticed public meeting to ascertain the facts regarding this matter, which facts and comments are found in the meeting record;

WHEREAS, after considering the facts and comments presented to the City Council, the Council finds: (i) that it should approve i) a Non-Exclusive Network Access and Retail Service Agreement with each of the ISP's; and ii) such action furthers the health, safety and welfare of the citizens of Lehi.

NOW, THEREFORE, be it resolved by the City Council of Lehi City, Utah, as follows:

1. The Non-Exclusive Network Access and Retail Service Agreements attached hereto as Exhibit "A" are hereby approved and the Mayor is authorized to execute each agreement and take all other such action as is necessary to make it effective.

2. This resolution shall take effect immediately.

Approved and Adopted by the City Council of Lehi City, Utah this 10th day of October, 2022.

LEHI CITY

_____

Mark Johnson, Mayor

ATTEST

_____

Teisha Wilson, City Recorder

NON-EXCLUSIVE NETWORK ACCESS AND RETAIL SERVICE AGREEMENT

This Non-Exclusive Network Access and Retail Service Provider Agreement ("**Agreement**"), is made and entered into as of the ___day of _____, 2022 ("**Effective Date**"), by and between Lehi City Corporation with its principle place of business located at 153 N 100 E, Lehi, Utah 84043 ("Network Owner") and Beehive Broadband, a Utah company, with its principle place of business located at 2000 Sunset Road, Lake Point, Utah 84074 ("**Service Provider**").

R E C I T A L S:

a. Network Owner has constructed, or will construct, a fiber optic network (the "Network") which will provide private retail service providers access to capacity on the Network to offer a variety of services, as defined herein, to end-users. Network Owner, on the terms and conditions contained in this Agreement, is willing to grant Service Provider a non-exclusive right to use the Network to provide services to those end-users who subscribe to Services from Service Provider.

b. Service Provider desires to enter into this Agreement to use the Network to provide services, as defined herein, on a non-exclusive basis, within the coverage area. The parties understand that Network Owner, at its sole discretion, may enter into agreements with other service providers and entities for use of or management of the Network.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Network Owner and Service Provider mutually agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

a. "Agreement" means this Agreement, any and all Exhibits and Attachments thereto, and any addenda or written amendments to which the parties may agree from time to time.

b. "Broadband Internet Access Service" means a retail service by wire or radio or other means that provides the capability to transmit data to and receive data from all or substantially all internet endpoints of a Subscriber, including any capabilities that are incidental to and enable the operation of the communications service. Broadband Internet Access Service must not be resold or transmitted to others or allowed to be used by others outside of the Subscriber's immediate household, their business, or for their personal use.

c. "Customer Premises" means any government building (including quasi-government buildings such as schools, etc.), commercial building, residence, multi-dwelling unit, or buildable lot that can be feasibly and reasonably served by the Network.

d. "Customer Premises Equipment" ("CPE") means terminal and associated equipment and inside wiring located at a customer's Premises which are necessary

for the receipt of Services, and which are provided and installed by Service Provider.

e. "Fiber Drops" means the last mile service extensions installed by the Network Owner to connect a Subscriber Premises to the Network, and after construction become a part of the Network.

f. "Fiber Optic Strands" means fiber optic cable strands to be installed by the Network Owner.

g. "Network" means and includes, without limitation, the City fiber optic network, a fiber optic loop including the Fiber Optic Strands, the Fiber Drops, and associated network equipment constructed by the City, and which may be operated, managed, monitored, and maintained by a Network Operator.

h. "Network Operator" means the entity with whom Network Owner contracts for Network management and day-to-day operation of the Network.

i. "Open Access" means the separation of the physical access to the network from the delivery of services. In an Open Access network, the Network Owner does not supply services for the Network; these services are supplied by separate retail service providers.

j. "Payment Due Date" shall have the meaning set forth in Section 5.a.

k. "Retail Service Provider" or "Service Provider" means any entity that has entered into a Non-Exclusive Network Access and Retail Service Agreement with Network Owner.

l. "Service(s)" means the various services that Service Provider offers to its Subscribers over the Network, which may include Internet, Voice, and Video Service.

m. "Subscriber(s)" means end-user residential or business customers who are being served by Service Provider through the Network. Subscribers may also be referred to as "Customer(s)."

n. "Term" means either the Initial Term or the then-applicable Renewal Term as outlined in Section 2.b.

o. "Video Service" means a multichannel video programming delivery service, as such term is defined under federal law and interpreted by the Federal Communications Commission, or its substantial equivalent.

p. "Voice Service" means interconnected voice over internet protocol ("VoIP") service as such term is interpreted by the Federal Communications Commission, or its substantial equivalent.

2. DESCRIPTION, TERM OF AGREEMENT

a. Service Provider Services. Service Provider shall provide retail services to Subscribers using the Network. Nothing in this Agreement shall require Service Provider to use the Network exclusively.

b. Term. Unless sooner terminated as provided in Section 11, this Agreement shall have an initial term of five (5) years from the Effective Date (**"Initial Term"),** and shall renew in additional three (3) year terms ("**Renewal Term**") that will each commence automatically unless either party at its sole discretion elects not to renew this Agreement by providing the other party at least one hundred and twenty (120) days written notice of termination prior to the expiration of the applicable Term.

3. NETWORK

a. Deployment. Network Owner will be deploying the Network in multiple phases. The development, design and installation of the Network shall be Network Owner's sole responsibility. Any undertaking to deploy additional phases of the Network shall be at Network Owner's sole discretion.

b. Network Design. Network Owner, at its cost and expense, shall be solely responsible for Network design. The Network shall be designed to deliver according to industry standards. Network Owner or Network Operator may provide multiple Ethernet network entry points for Service Provider. If multiple Ethernet network entry points are available, Service Provider may, at its sole discretion, select one or redundant entry points to connect into the Network. Service Provider shall be solely responsible for its costs to meet Network entry points including, but not limited to, interconnect costs, collocation space, rack rental, power, and other interfacing costs.

c. Installation of Network. Except as otherwise provided herein, Network Owner, at its cost and expense, shall be solely responsible for the Network installation, including, without limitation, procuring rights-of-way or easements, and purchasing and installing facilities and equipment required to light and operate the Network.

d. Network Ownership. Network Owner shall own, lease or retain other similar rights in and to all Network structures, improvements and components. This Agreement shall not confer on Service Provider any ownership or possessory interest in the Network, or any of its related facilities, equipment, easements or rights-of-way, or any other property.

4. NETWORK OPERATIONS

a. Network Operator. Service Provider acknowledges and agrees that Network Owner may contract with a Network Operator to fulfill certain of the Network Owner's operational and maintenance obligations hereunder.

b. Use of Contractors and Subcontractors. Service Provider may retain contractors and subcontractors to perform the Work on Service Provider's behalf.

c. Contractors to be Licensed. Service Provider's contractors and subcontractors used for the Work will be properly licensed under applicable law.

d. Network Control. As between Network Owner and Service Provider, Network Owner has autonomy and control over the day-to-day operations of the Network, including, but not limited to, managing the platform and functionalities available over the Network. Network Owner shall provide primary management and control for the Network from its network operations center. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator. Service Provider shall coordinate service turn-ups and Service deployment with the Network Owner or Network Operator at Network Owner's discretion.

e. Maintenance Responsibilities. During the Term, Network Owner shall, at its cost and expense, ensure that the Network is, at all times, maintained in good working order and repair and in a safe condition, in conformity with industry standards and all applicable laws and regulations. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

f. Troubleshooting. Network Owner shall respond to Network issues in accordance with Sections 4.e and 4.f. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

g. Repair Times. Network Owner shall ensure that any damage to, or malfunctioning portions of, the Network are restored in a timely manner. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

h. Repair Costs. To the extent repairs are required to the Network to fix damage caused by Service Provider, Service Provider shall be responsible to pay for such repair costs. To the extent damage is caused by Service Provider's Subscriber, Service Provider will reasonably assist Network Owner in making the recovery, if requested by Network Owner. Network Owner or Network Operator, at Network Owner's discretion, may also directly bill Service Provider's Subscribers for any such damages caused by such Subscriber.

5. PRICING AND PAYMENTS

a. Network Use and Access. Service Provider shall pay Network Owner the fees identified on Exhibit 1 for access to and use of the Network. The fees shall be due and payable thirty (30) days following Service Provider's receipt of an invoice. Fees shall be based on the average number of subscribers on the network for the month ended utilizing the method detailed in the table below:

Number of Subscribers at	50

12:01AM MST January 1	
Number of subscribers at 12:01AM MST January 31st	100
Number of subscribers billed for at month's end ((50+100)/2)	75

b. Local Fees. Service Provider shall bill for and remit to each municipality, county, or state, all applicable fees for Services imposed by those entities for Services within their jurisdictions, in the manner required by law, the actual or equivalent of applicable franchise fees, business license taxes, municipal telecommunications license taxes, E911 surcharges and other similar charges that Service Provider would have been required to pay if Service Provider were supplying Services to Subscribers utilizing its own fiber infrastructure without use of the Network, and Service Provider as allowed by law, is permitted to recover such fees, taxes, and charges by charging those fees to Service Provider's Subscribers.

c. Other Taxes and Fees. Service Provider shall be solely responsible for the collection and remittance of all applicable federal, state and local taxes, including, without limitation, income taxes, sales taxes, privilege taxes, or universal service fees.

d. Service Suspension. If Service Provider fails to pay or remit any non-disputed amounts when due, use of the Network may be suspended and terminated by Network Owner.

6. SERVICE PROVIDER'S RESPONSIBILITIES

a. Retail Internet Service. Service Provider may offer and provide business, government, and residential Customers Internet service via the Network. Subscribers may use the service for their personal use or the immediate use of their family or business. Service Provider must use commercially reasonable efforts to ensure that Customers do not resell or transmit their Internet service to others or allow it to be used by others outside of their immediate family, guests, or the Customer's business. Any violation of this condition will result in the Service being disconnected and the Service Provider being charged for the prohibited distribution of Services at a rate determined by Network Owner.

b. Voice and Video Service. Service Provide may offer Voice and Video Service(s) via the Network.

c. Service Authorizations. Service Provider shall obtain and maintain throughout the Term, at its expense, all necessary authorizations relating to the provision of Internet, Voice, and Video Services to customers and shall comply with all applicable laws and regulations relating the provision of such Services.

d. Subscriber Connection to Network. Prior to providing Services to a residential or business Subscriber, Service Provider shall obtain from each Subscriber acknowledgement of agreement to any terms of service.

e. Customer Service Responsibilities. Except to the extent set forth in (i), below, Service Provider shall be solely responsible for all aspects of the Subscriber relationship for all retail Services provided by Service Provider, as set forth in this subsection:

   i. Subscriber Support. Service Provider is solely responsible for receiving, servicing, and resolving directly all requests for support from Subscribers, including, but not limited to, technical, billing, sales, and marketing inquiries. In the event the Service Provider cannot resolve the Subscriber's inquiry, the Service Provider may (1) contact the Network Owner or Network Operator or (2) if the issue is escalated and requires the Network Operator's involvement, the Service Provider may contact the Network Operator and include the Subscriber on a conference call. Network Owner shall ensure that a call center accepting calls from Service Provider to resolve inquiries involving repair, maintenance or other contact with the Network is maintained. Service Provider shall only direct a Subscriber to contact the Network Operator for customer support when absolutely necessary and only when the Service Provider is included on the call. Subscribers should never be directed to contact the Network Owner unless both a Service Provider representative and a Network Operator representative approve the contact.

   ii. Billing/Collections. Service Provider is responsible for all invoicing, billing and collection activities related to its Subscribers for the Services it provides.

   iii. Sales and Marketing. Service Provider is responsible for any and all sales and marketing activities relating to Service Provider's Services, including but not limited to pricing of Services, description of Services, and promotional activities. Nothing in this Agreement shall restrict or limit Network Owner's ability to independently promote all or any portion of the Network, its Service Providers, and/or the service offered across the Network.

f. Network Service Claims. Service Provider shall not make any representations or statements regarding the Network that are inconsistent with representations or statements made in this Agreement.

g. Service Provider's Use of Network Owner's Brand Name and/or Logo. Each party may use the other party's brand name and/or logo in such party's marketing materials, advertisements and/or press releases, provided that such use shall be in accordance with the other party's brand use/style guidelines that are provided from time to time.

h. Public Benefits. Service Provider agrees to use good faith efforts to consult with Network Owner on developing initiatives designed to benefit the public, which may include, but are not limited to, increasing access to broadband services, improving digital literacy, bridging the digital divide, and seeking to provide network services in public parks and plazas.

i. Cybersecurity. Service Provider is responsible to ensure its adherence to appropriate cybersecurity metrics and standards for the operational security of the Network. Service Provider warrants to the Network Owner and Network Operator that Service Provider will maintain periodic training for its Employees or Representatives on topics related to social engineering, phishing scams, and other relevant cybersecurity tactics. Service Provider also warrants that all of Service Provider's electronics connected to the Network will be maintained with appropriate firewalls, up to date anti-virus software, and any other metrics necessary to maintain the integrity and cybersecurity of the Network. Service Provider may, at its option, provide material, software, training, or other helpful resources to its Customers to assist in preventing undue harm to the Customer. Network Owner will provide appropriate physical security to the Network and its operations. The Service Provider shall provide an annual cybersecurity audit to Network Owner.

j. Service Pricing. All pricing for Services must be disclosed to Subscriber, including the accurate and total costs for Services from the Service Provider.

k. Denial-of-Service Attacks. Service Provider is responsible for monitoring its segment of the network for all forms of denial-of-service attacks and will make every effort to mitigate such attacks in a timely manner. If the Service Provider is unable to mitigate such attacks the Network Owner may intervene to protect the integrity of the network.

7. REPRESENTATIONS AND WARRANTIES

Network Owner's Representations and Warranties. Network Owner represents and warrants to Service Provider as follows:

a. Binding Obligation. This Agreement, when duly executed by Network Owner, shall constitute a valid, legal, and binding obligation of Network Owner, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Network Owner has been duly authorized to sign this Agreement.

b. Compliance with Government Requirements. To the best of its knowledge, Network Owner has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Network Owner's right or ability to execute, and perform in accordance with the terms of, this Agreement.

c. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the

transactions contemplated by this Agreement, or Network Owner's rights under, or ability to perform pursuant to the terms of, this Agreement.

d. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds and other indentures of Network Owner.

e. Resources and Capacity. Network Owner, or Network Operator, possesses sufficient financial, managerial, and technical capacity and resources to perform its obligations under this Agreement.

Service Provider's Representations and Warranties. Service Provider represents and warrants to Network Owner as follows:

a. Authority. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Utah, and possesses all requisite power and authority to enter into and to perform in accordance with the terms, covenants and conditions contained in this Agreement.

b. Restrictions. The execution and delivery of this Agreement, any instrument or document required by this Agreement, and the consummation of the transactions contemplated by this Agreement will not violate any restriction contained in Service Provider's organizational document, or any statute, ordinance, law, order, ruling, certificate or license, regulation, judgment or demand of any court, regulatory agency or other tribunal to which Service Provider is subject.

c. Binding Obligation. This Agreement, when duly executed by Service Provider, shall constitute a valid, legal, and binding obligation of Service Provider, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Service Provider has been duly authorized to sign this Agreement.

d. Resources and Capacity. Service Provider possesses and shall at all times during the term, and any renewal thereof, maintain sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this Agreement.

e. Compliance with Government Requirements. To the best of its knowledge, Service Provider has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Service Provider's right or ability to execute, and perform in accordance with the terms of, this Agreement.

f. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the transactions contemplated by this Agreement, or Service Provider's rights under, or ability to perform pursuant to the terms of, this Agreement.

g. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds or other indentures of Service Provider.

h. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NETWORK OWNER MAKES NO WARRANTIES REGARDING THE NETWORK, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE NETWORK WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

8. COVENANTS

a. Conduct of Business. Network Owner will install and support the Network in accordance with engineering specifications, will ensure that the Network is operated by its agents in a safe manner, and will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to the Network and its operation. Service Provider will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to Service Provider's use of the Network to provide Services. Service Provider and its end users will comply with any Acceptable Use Policies which Network Owner or Network Operator may adopt and modify from time to time, provided that Network Owner or Network Operator shall give Service Provider 60 days after a change is made to the Acceptable Use Policies to comply with such change(s).

b. Government Records Access and Management Act ("GRAMA"). The Parties hereby agree that Network Owner is subject to the requirements of GRAMA. All materials submitted to Network Owner by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Service Provider, and Service Provider shall comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by Network Owner under GRAMA. Network Owner shall make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider may, at Service Provider's sole expense, take any appropriate actions to prevent disclosure of any exempted material.

c. Confidentiality. As used herein, "Confidential Information" includes, without limitation, the following information: know-how, trade secrets, business plans, personnel information, financial information, marketing plans, pricing information, product information, customer information, building plans, computer systems, software code, system logic and systems, and network architecture and layout. Notwithstanding section 8.b above, the Parties believe some information pertaining to the Network, the Agreement, and Network information subsequently submitted to Service Provider by Network Owner or Network Operator or by Service Provider to Network Owner or Network Operator constitute trade secrets, are otherwise

commercially sensitive, or relate to general security or public safety information. A Party shall not disclose the other Party's Confidential Information, without that Party's prior written authorization. The Parties shall strictly maintain the confidentiality of the Confidential Information, which obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that unauthorized disclosure or use of the Confidential Information may cause substantial and irreparable injury that money damages will not adequately compensate for such injury, and that the Parties are entitled to obtain, among other remedies, immediate injunctive and other equitable relief for any breach of this Section, without any requirement to post a bond. This Section 8.c shall survive the termination of this Agreement and shall be binding upon the Parties irrespective of whether the Confidential Information may be otherwise publicly available under any statute or other theory of law.

d. Privacy of Customer Information. Service Provider and Network Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances regarding the protection and use of customer proprietary information.

e. Electronic Surveillance in Support of Law Enforcement. The parties acknowledge that Service Provider and Network Owner from time to time may be required to provide a Law Enforcement Agency ("LEA") with the capability to conduct electronic surveillances on the Subscribers. Where Network Owner is providing the underlying network facilities for on-net local voice calls between Service Provider's customers on Network, Network Owner agrees to provide Service Provider access to any necessary elements of its Network required to comply with federal, state and local electronic surveillance requirements; provided, however, that the implementation and provision of any such electronic surveillance with respect to the Subscribers shall be Service Provider's sole responsibility and implemented by Service Provider's employees or agents, unless otherwise required by law or to fulfill Service Provider's compliance with such law. Service Provider shall be responsible for filing any and all reports with all applicable governmental agencies related to compliance with the provisions of this Section 8.e. If Service Provider receives a court order that requires the assistance of Network Owner or Network Operator to capture or monitor on-net activity, Service Provider shall advise the LEA that Network Owner's assistance is required so the LEA may direct and serve the court order upon Network Owner. If either Network Owner or Service Provider receives an initial inquiry from the LEA, prior to the issuance of a court order, which will require the assistance of the other party to capture or monitor on-net activity, that party shall request the LEA to name and serve both Network Owner and Service Provider.

f. Quality of Service Standards. Service Provider shall comply with the applicable federal, state, and local laws, regulations and ordinances regarding quality of service standards for all of its Services.

g. Government Approvals. Each party represents that is has all necessary government approvals to enter into and perform its obligations under this Agreement, and shall comply with all applicable federal, state, and local rules and regulations.

h. Notice of Damage or Destruction. If any portion of the Network is physically damaged or destroyed, Network Owner (or its Network Operator) and Service Provider shall give immediate notice to the other party of the damage or destruction. Network Owner (and its Network Operator) and Service Provider shall reasonably cooperate with each other to reroute or substitute services delivered by means of the affected portion of the Network to allow for continued and least interrupted service to customers.

i. Insurance. Service Provider and Network Owner shall at all times, at their own cost and expense, procure and maintain insurance to cover their respective duties assumed under this Agreement, including workers compensation, commercial general liability and property damage insurance, as well as such other insurance as may be required by law. Further, Network Owner and Service Provider shall require their respective contractors, subcontractors and agents to maintain adequate insurance coverage to respond to the types and degree of risk posed by the work performed by such parties. Service Provider will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than $3,000,000 in aggregate and $1,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Network Owner, its employees, and officers as additional insureds. Service Provider shall increase the commercial general liability limits contained herein to cover any increase in Network Owner's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision.

j. Annually, all insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed or electronically delivered directly to City's insurance compliance representative at the following address:

Scott Sampson
ssampson@lehi-ut.gov
Risk Manager
128 N 100 E
Lehi, Utah 84043

k. Regulatory Reporting Requirements. Network Owner will provide Service Provider all information and documents, within Network Owner's control, as necessary to permit Service Provider to comply with regulatory reporting requirements. Pursuant to Section 4.a, Network Owner may assign these obligations to its Network Operator.

l. Cooperation With Network Owner's Network Operator. In the event Network Owner contracts with a Network Operator to manage the Network, Service Provider shall cooperate with the Network Operator with respect to the obligations hereunder.

9. LIABILITY AND INDEMNIFICATION

a. Indemnification. A Party ("Indemnitor") shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the other Party and its officers, board members, employees, agents and representatives, ("Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or relating to the acts or omissions of the Indemnitor or those for whom the Indemnitor is responsible, but only to the extent caused by the negligent acts or omissions of the Indemnitor (or anyone for whom Indemnitor is responsible). This indemnification obligation shall survive termination of this Agreement. The Indemnitee shall, at its own expense, have the right to choose its own counsel to represent it in connection with any claim arising from this Agreement.

b. No Consequential Damages; Limitation of Liability. Direct Damages Only. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO ANY LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, LOST REVENUES, LOST SAVINGS, HARM TO BUSINESS, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. SERVICE PROVIDER'S LIABILITY TO NETWORK OWNER SHALL BE LIMITED TO THE AMOUNTS COLLECTED FROM SERVICE PROVIDER'S SUBSCRIBERS FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED DAMAGE OR CLAIM.

   NOTHING CONTAINED IN THIS SECTION 9.b SHALL LIMIT NETWORK OWNER'S OR SERVICE PROVIDER'S LIABILITY TO THE OTHER FOR (i) GROSS NEGLIGENCE, WILLFUL, OR INTENTIONAL MISCONDUCT OR (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NETWORK OWNER'S OR SERVICE PROVIDER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 9.b LIMIT THE PARTIES ' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED IN THIS AGREEMENT.

c. Third Party Claims. Except as set forth in Sections 9.a and 9.b, nothing in this Agreement shall be construed to create rights in, or duties or liabilities to, or any

standard of care with reference to, or to grant remedies to, any person or entity not a party to this Agreement.

d. Limitation of Network Owner Liability. Service Provider shall have sole responsibility for the provision of Services to its Subscribers. Network Owner shall in no way be deemed to guarantee the adequacy of Service Provider's Services for such Subscibers' needs or requirements; subject, however, to Network Owner meeting industry standard quality and reliability specifications.

10. FORCE MAJEURE

a. Excusal of Performance. Neither party will be deemed in violation of this Agreement if the party is prevented from performing any of the obligations under this Agreement in whole or in part by reason of any unforeseeable event or circumstance, or combination of events or circumstances, arising after the Agreement effective date and beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the party that seeks to excuse, in whole or in part, that party's performance of this Agreement and its obligations hereunder, and that is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence (a "Force Majeure Event").

b. Force Majeure Events. Events that may give rise to a Force Majeure Event may include acts of God, natural disasters, extreme weather and storms, lightning, floods, fires, earthquakes, or other natural occurrences; civil disturbances; strikes or other labor unrest (unless they only concern the party claiming Force Majeure); catastrophic power failures; terrorist activity, riots, war, nuclear, or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; pandemics, epidemics, plague, infectious disease or viral outbreak or other public health crisis; or any other circumstances that are not within the reasonable control of, or the result of the negligence of, the claiming party, and which, by the exercise of due diligence, the claiming party is unable to overcome or avoid or cause to be avoided.

c. Exclusion From Force Majeure. A Force Majeure Event shall not, however, include actions of a government authority with respect to Service Provider's compliance with applicable laws or permits; any failure by the Service Provider to obtain or maintain any permit it is required to obtain or maintain; and any act, omission, delay, default, or failure (financial or otherwise) of a subcontractor to a party.

d. Notification. In the event of a Force Majeure Event, the party who first becomes aware of the event shall promptly give written notice to the other party of such event. When either party becomes aware of the end of the Force Majeure event, it shall give notice to the other party.

11. BREACH AND TERMINATION

a. Material Breach. A Material Breach under this Agreement shall occur:

(i) if a party fails to perform one or more of its responsibilities as set forth in this Agreement, such breach is not excused by any provision of this Agreement, and such breach continues un-remedied for a period of thirty (30) days following receipt of written notice from the non-breaching party. If the breach by its nature cannot be cured within thirty (30) days and the breaching party within that time has commenced its cure, there shall be no Default as long as the party diligently continues such cure to completion.

(ii) immediately without delivery of notice upon: (a) the insolvency of Service Provider, as determined by Service Provider's inability to pay its debts to creditors as they become due, (b) the filing by Service Provider of a voluntary petition in bankruptcy, (c) the involuntary commencement against Service Provider for any proceedings under any law relating to insolvency or bankruptcy which is not vacated within 30 days, (d) adjudication of Service Provider as bankrupt or insolvent pursuant to an involuntary petition, (e) the appointment by any court of competent jurisdiction of a temporaray or permanent receiver, custodian, trustee or other officer having similar powers for Service Provider or Service Provider's business, who is not removed within 30 days, (f) any levy under attachment, garnishment, execution or any other similar process against Service Provider which is not vacated within 30 days or removed by payment or bonding, (g) any assignment by Service Provider for the benefit of its creditors, or (f) Service Provider's failure to immediately notify Network Owner in writing upon the occurence of any of the above-listed events.

b. Termination for Material Breach. In the event of a defaulting party's failure to cure any breach or default within the time allowed in Section 11.a, the non-defaulting party may terminate the Agreement by providing written notice to the defaulting party.

c. Rights upon Termination. Upon the termination of this Agreement, the parties shall continue to abide by the terms of the Agreement. The termination period shall last a period of up to two (2) weeks following the date of termination notice. Service Provider shall have the right to use the Network to deliver Services during the termination period only as necessary to continue service to existing Subscribers until such Subscribers are migrated to any alternative service provider. Service Provider is required to use best commercial efforts to transition its Subscribers to another service provider using the Network, if available, within thirty (30) days after the date of receipt or provision of a termination notice. Following the thirty (30) day period after the date of termination notice, Network Owner may directly transfer Service Provider's Subscribers to alternative service providers, or to any other alternative solution reasonably necessary to maintain the Subscribers' continuity of services, and Network Owner may take such other reasonable actions that may be necessary to prevent service disruptions to Subscribers as a result of the termination of this Agreement. Nothing in this Agreement shall preclude either party from also pursuing other available remedies, including damages, injunctive relief, and costs.

d. Equitable Relief. In the event of a Material Breach or threatened Material Breach monetary damages may be inadequate to fully protect the parties. Accordingly, in the event of a Material Breach or anticipated Material Breach of this Agreement, the parties may seek injunctive relief, or any other equitable relief, necessary to protect and enforce the parties 'rights hereunder and prevent further breach of the obligations set forth herein. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and attorneys' fees.

e. Termination for Business Convenience. Either Party may terminate this Agreement for any or no reason whatsoever upon ninety (90) days' written notice. The provisions of Section 11(c) shall also apply in the case of a termination for business convenience.

12. MISCELLANEOUS

a. Dispute Resolution. The parties specifically acknowledge and agree that the sole and exclusive venue for any lawsuit filed as a result of a dispute related to this Agreement shall be the Fourth Judicial District Court of Utah County, Utah. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover its reasonable attorney's fees, expert costs, witness fees, court costs and other litigation expenses incurred in the enforcement of this Agreement.

b. Final Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either oral or written with respect thereto. This Agreement may be amended only by a written agreement signed by both parties.

c. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

d. Assignment. As described in Section 4 above, the parties acknowledge and agree that Network Owner may assign its duties and obligations to a Network Operator in Network Owner's sole discretion. Service Provider may not sublicense or assign any of its responsibilities under this Agreement without the express written consent of Network Owner, which consent shall not be unreasonably withheld.

e. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Network Owner, Service Provider and their respective successors and assigns.

f. Waivers. The failure by either party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of either party to demand strict compliance and performance therewith. None of the undertakings, agreements or covenants of the parties under this Agreement shall be

deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged specifying such waiver.

g. Solvency. Service Provider has an affirmative duty to annually certify to Network Owner of Service Provider's solvency.

h. Notices. Unless otherwise specifically provided in this Agreement, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by courier or overnight mail and shall be deemed to have been given when delivered in person or by courier service as follows:

If to Network Owner, to:	Lehi City 153 N 100 E Lehi, UT 84043 Attn: Legal
If to Service Provider, to:	Beehive Broadband 2000 Sunset Road Lake Point, UT 84074 Telephone No. Facsimile No. Attn:

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any reference in this Agreement to written notice shall include notice by email where receipt of the email can be reasonably verified by the sender and may be relied upon as valid and authentic written communication.

i. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement provided the essential terms of the Agreement remain the same.

j. Independent Contractor Status. Network Owner and Service Provider reserve no control whatsoever over the employment, discharge, compensation of or services rendered by the employees or contractors of each other. Nothing in this Agreement shall be construed as inconsistent with the foregoing independent status and relationship or as creating or implying a partnership or joint venture between Network Owner and Service Provider.

k. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

ENTERED INTO as of the Effective Date written above.

Network Owner:	S**ervice Provider:**
Lehi City Company Name	_____ Company Name
_____ Authorized Representative Name Printed	_____ Authorized Representative Name Printed
_____ Authorized Representative Title	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Authorized Representative Signature
_____ Date	_____ Date

EXHIBIT 1

NETWORK USE AND ACCESS FEES

Access fees Any other fees will be negotiated on an individual basis.

MONTHLY WHOLESALE RESIDENTIAL PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 52.00	$ 57.00	$ 67.00	$ 107.00

MONTHLY WHOLESALE BUSINESS PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 62.00	$ 72.00	$ 87.00	$ 137.00

NON-EXCLUSIVE NETWORK ACCESS AND RETAIL SERVICE AGREEMENT

This Non-Exclusive Network Access and Retail Service Provider Agreement ("**Agreement**"), is made and entered into as of the ___day of _____, 2022 ("**Effective Date**"), by and between Lehi City Corporation with its principle place of business located at 153 N 100 E, Lehi, Utah 84043 ("Network Owner") and CentraCom, a Utah company, with its principle place of business located at 35 S State Street, Fairview, Utah 84629 ("**Service Provider**").

R E C I T A L S:

a. Network Owner has constructed, or will construct, a fiber optic network (the "Network") which will provide private retail service providers access to capacity on the Network to offer a variety of services, as defined herein, to end-users. Network Owner, on the terms and conditions contained in this Agreement, is willing to grant Service Provider a non-exclusive right to use the Network to provide services to those end-users who subscribe to Services from Service Provider.

b. Service Provider desires to enter into this Agreement to use the Network to provide services, as defined herein, on a non-exclusive basis, within the coverage area. The parties understand that Network Owner, at its sole discretion, may enter into agreements with other service providers and entities for use of or management of the Network.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Network Owner and Service Provider mutually agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

a. "Agreement" means this Agreement, any and all Exhibits and Attachments thereto, and any addenda or written amendments to which the parties may agree from time to time.

b. "Broadband Internet Access Service" means a retail service by wire or radio or other means that provides the capability to transmit data to and receive data from all or substantially all internet endpoints of a Subscriber, including any capabilities that are incidental to and enable the operation of the communications service. Broadband Internet Access Service must not be resold or transmitted to others or allowed to be used by others outside of the Subscriber's immediate household, their business, or for their personal use.

c. "Customer Premises" means any government building (including quasi-government buildings such as schools, etc.), commercial building, residence, multi-dwelling unit, or buildable lot that can be feasibly and reasonably served by the Network.

d. "Customer Premises Equipment" ("CPE") means terminal and associated equipment and inside wiring located at a customer's Premises which are necessary

for the receipt of Services, and which are provided and installed by Service Provider.

e. "Fiber Drops" means the last mile service extensions installed by the Network Owner to connect a Subscriber Premises to the Network, and after construction become a part of the Network.

f. "Fiber Optic Strands" means fiber optic cable strands to be installed by the Network Owner.

g. "Network" means and includes, without limitation, the City fiber optic network, a fiber optic loop including the Fiber Optic Strands, the Fiber Drops, and associated network equipment constructed by the City, and which may be operated, managed, monitored, and maintained by a Network Operator.

h. "Network Operator" means the entity with whom Network Owner contracts for Network management and day-to-day operation of the Network.

i. "Open Access" means the separation of the physical access to the network from the delivery of services. In an Open Access network, the Network Owner does not supply services for the Network; these services are supplied by separate retail service providers.

j. "Payment Due Date" shall have the meaning set forth in Section 5.a.

k. "Retail Service Provider" or "Service Provider" means any entity that has entered into a Non-Exclusive Network Access and Retail Service Agreement with Network Owner.

l. "Service(s)" means the various services that Service Provider offers to its Subscribers over the Network, which may include Internet, Voice, and Video Service.

m. "Subscriber(s)" means end-user residential or business customers who are being served by Service Provider through the Network. Subscribers may also be referred to as "Customer(s)."

n. "Term" means either the Initial Term or the then-applicable Renewal Term as outlined in Section 2.b.

o. "Video Service" means a multichannel video programming delivery service, as such term is defined under federal law and interpreted by the Federal Communications Commission, or its substantial equivalent.

p. "Voice Service" means interconnected voice over internet protocol ("VoIP") service as such term is interpreted by the Federal Communications Commission, or its substantial equivalent.

2. DESCRIPTION, TERM OF AGREEMENT

a. Service Provider Services. Service Provider shall provide retail services to Subscribers using the Network. Nothing in this Agreement shall require Service Provider to use the Network exclusively.

b. Term. Unless sooner terminated as provided in Section 11, this Agreement shall have an initial term of five (5) years from the Effective Date (**"Initial Term"),** and shall renew in additional three (3) year terms ("**Renewal Term**") that will each commence automatically unless either party at its sole discretion elects not to renew this Agreement by providing the other party at least one hundred and twenty (120) days written notice of termination prior to the expiration of the applicable Term.

3. NETWORK

a. Deployment. Network Owner will be deploying the Network in multiple phases. The development, design and installation of the Network shall be Network Owner's sole responsibility. Any undertaking to deploy additional phases of the Network shall be at Network Owner's sole discretion.

b. Network Design. Network Owner, at its cost and expense, shall be solely responsible for Network design. The Network shall be designed to deliver according to industry standards. Network Owner or Network Operator may provide multiple Ethernet network entry points for Service Provider. If multiple Ethernet network entry points are available, Service Provider may, at its sole discretion, select one or redundant entry points to connect into the Network. Service Provider shall be solely responsible for its costs to meet Network entry points including, but not limited to, interconnect costs, collocation space, rack rental, power, and other interfacing costs.

c. Installation of Network. Except as otherwise provided herein, Network Owner, at its cost and expense, shall be solely responsible for the Network installation, including, without limitation, procuring rights-of-way or easements, and purchasing and installing facilities and equipment required to light and operate the Network.

d. Network Ownership. Network Owner shall own, lease or retain other similar rights in and to all Network structures, improvements and components. This Agreement shall not confer on Service Provider any ownership or possessory interest in the Network, or any of its related facilities, equipment, easements or rights-of-way, or any other property.

4. NETWORK OPERATIONS

a. Network Operator. Service Provider acknowledges and agrees that Network Owner may contract with a Network Operator to fulfill certain of the Network Owner's operational and maintenance obligations hereunder.

b. Use of Contractors and Subcontractors. Service Provider may retain contractors and subcontractors to perform the Work on Service Provider's behalf.

c. Contractors to be Licensed. Service Provider's contractors and subcontractors used for the Work will be properly licensed under applicable law.

d. Network Control. As between Network Owner and Service Provider, Network Owner has autonomy and control over the day-to-day operations of the Network, including, but not limited to, managing the platform and functionalities available over the Network. Network Owner shall provide primary management and control for the Network from its network operations center. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator. Service Provider shall coordinate service turn-ups and Service deployment with the Network Owner or Network Operator at Network Owner's discretion.

e. Maintenance Responsibilities. During the Term, Network Owner shall, at its cost and expense, ensure that the Network is, at all times, maintained in good working order and repair and in a safe condition, in conformity with industry standards and all applicable laws and regulations. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

f. Troubleshooting. Network Owner shall respond to Network issues in accordance with Sections 4.e and 4.f. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

g. Repair Times. Network Owner shall ensure that any damage to, or malfunctioning portions of, the Network are restored in a timely manner. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

h. Repair Costs. To the extent repairs are required to the Network to fix damage caused by Service Provider, Service Provider shall be responsible to pay for such repair costs. To the extent damage is caused by Service Provider's Subscriber, Service Provider will reasonably assist Network Owner in making the recovery, if requested by Network Owner. Network Owner or Network Operator, at Network Owner's discretion, may also directly bill Service Provider's Subscribers for any such damages caused by such Subscriber.

5. PRICING AND PAYMENTS

a. Network Use and Access. Service Provider shall pay Network Owner the fees identified on Exhibit 1 for access to and use of the Network. The fees shall be due and payable thirty (30) days following Service Provider's receipt of an invoice. Fees shall be based on the average number of subscribers on the network for the month ended utilizing the method detailed in the table below:

Number of Subscribers at	50

12:01AM MST January 1	
Number of subscribers at 12:01AM MST January 31st	100
Number of subscribers billed for at month's end ((50+100)/2)	75

b. Local Fees. Service Provider shall bill for and remit to each municipality, county, or state, all applicable fees for Services imposed by those entities for Services within their jurisdictions, in the manner required by law, the actual or equivalent of applicable franchise fees, business license taxes, municipal telecommunications license taxes, E911 surcharges and other similar charges that Service Provider would have been required to pay if Service Provider were supplying Services to Subscribers utilizing its own fiber infrastructure without use of the Network, and Service Provider as allowed by law, is permitted to recover such fees, taxes, and charges by charging those fees to Service Provider's Subscribers.

c. Other Taxes and Fees. Service Provider shall be solely responsible for the collection and remittance of all applicable federal, state and local taxes, including, without limitation, income taxes, sales taxes, privilege taxes, or universal service fees.

d. Service Suspension. If Service Provider fails to pay or remit any non-disputed amounts when due, use of the Network may be suspended and terminated by Network Owner.

6. SERVICE PROVIDER'S RESPONSIBILITIES

a. Retail Internet Service. Service Provider may offer and provide business, government, and residential Customers Internet service via the Network. Subscribers may use the service for their personal use or the immediate use of their family or business. Service Provider must use commercially reasonable efforts to ensure that Customers do not resell or transmit their Internet service to others or allow it to be used by others outside of their immediate family, guests, or the Customer's business. Any violation of this condition will result in the Service being disconnected and the Service Provider being charged for the prohibited distribution of Services at a rate determined by Network Owner.

b. Voice and Video Service. Service Provide may offer Voice and Video Service(s) via the Network.

c. Service Authorizations. Service Provider shall obtain and maintain throughout the Term, at its expense, all necessary authorizations relating to the provision of Internet, Voice, and Video Services to customers and shall comply with all applicable laws and regulations relating the provision of such Services.

d. Subscriber Connection to Network. Prior to providing Services to a residential or business Subscriber, Service Provider shall obtain from each Subscriber acknowledgement of agreement to any terms of service.

e. Customer Service Responsibilities. Except to the extent set forth in (i), below, Service Provider shall be solely responsible for all aspects of the Subscriber relationship for all retail Services provided by Service Provider, as set forth in this subsection:

   i. Subscriber Support. Service Provider is solely responsible for receiving, servicing, and resolving directly all requests for support from Subscribers, including, but not limited to, technical, billing, sales, and marketing inquiries. In the event the Service Provider cannot resolve the Subscriber's inquiry, the Service Provider may (1) contact the Network Owner or Network Operator or (2) if the issue is escalated and requires the Network Operator's involvement, the Service Provider may contact the Network Operator and include the Subscriber on a conference call. Network Owner shall ensure that a call center accepting calls from Service Provider to resolve inquiries involving repair, maintenance or other contact with the Network is maintained. Service Provider shall only direct a Subscriber to contact the Network Operator for customer support when absolutely necessary and only when the Service Provider is included on the call. Subscribers should never be directed to contact the Network Owner unless both a Service Provider representative and a Network Operator representative approve the contact.

   ii. Billing/Collections. Service Provider is responsible for all invoicing, billing and collection activities related to its Subscribers for the Services it provides.

   iii. Sales and Marketing. Service Provider is responsible for any and all sales and marketing activities relating to Service Provider's Services, including but not limited to pricing of Services, description of Services, and promotional activities. Nothing in this Agreement shall restrict or limit Network Owner's ability to independently promote all or any portion of the Network, its Service Providers, and/or the service offered across the Network.

f. Network Service Claims. Service Provider shall not make any representations or statements regarding the Network that are inconsistent with representations or statements made in this Agreement.

g. Service Provider's Use of Network Owner's Brand Name and/or Logo. Each party may use the other party's brand name and/or logo in such party's marketing materials, advertisements and/or press releases, provided that such use shall be in accordance with the other party's brand use/style guidelines that are provided from time to time.

h. Public Benefits. Service Provider agrees to use good faith efforts to consult with Network Owner on developing initiatives designed to benefit the public, which may include, but are not limited to, increasing access to broadband services, improving digital literacy, bridging the digital divide, and seeking to provide network services in public parks and plazas.

i. Cybersecurity. Service Provider is responsible to ensure its adherence to appropriate cybersecurity metrics and standards for the operational security of the Network. Service Provider warrants to the Network Owner and Network Operator that Service Provider will maintain periodic training for its Employees or Representatives on topics related to social engineering, phishing scams, and other relevant cybersecurity tactics. Service Provider also warrants that all of Service Provider's electronics connected to the Network will be maintained with appropriate firewalls, up to date anti-virus software, and any other metrics necessary to maintain the integrity and cybersecurity of the Network. Service Provider may, at its option, provide material, software, training, or other helpful resources to its Customers to assist in preventing undue harm to the Customer. Network Owner will provide appropriate physical security to the Network and its operations. The Service Provider shall provide an annual cybersecurity audit to Network Owner.

j. Service Pricing. All pricing for Services must be disclosed to Subscriber, including the accurate and total costs for Services from the Service Provider.

k. Denial-of-Service Attacks. Service Provider is responsible for monitoring its segment of the network for all forms of denial-of-service attacks and will make every effort to mitigate such attacks in a timely manner. If the Service Provider is unable to mitigate such attacks the Network Owner may intervene to protect the integrity of the network.

7. REPRESENTATIONS AND WARRANTIES

Network Owner's Representations and Warranties. Network Owner represents and warrants to Service Provider as follows:

a. Binding Obligation. This Agreement, when duly executed by Network Owner, shall constitute a valid, legal, and binding obligation of Network Owner, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Network Owner has been duly authorized to sign this Agreement.

b. Compliance with Government Requirements. To the best of its knowledge, Network Owner has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Network Owner's right or ability to execute, and perform in accordance with the terms of, this Agreement.

c. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the

transactions contemplated by this Agreement, or Network Owner's rights under, or ability to perform pursuant to the terms of, this Agreement.

d. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds and other indentures of Network Owner.

e. Resources and Capacity. Network Owner, or Network Operator, possesses sufficient financial, managerial, and technical capacity and resources to perform its obligations under this Agreement.

Service Provider's Representations and Warranties. Service Provider represents and warrants to Network Owner as follows:

a. Authority. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Utah, and possesses all requisite power and authority to enter into and to perform in accordance with the terms, covenants and conditions contained in this Agreement.

b. Restrictions. The execution and delivery of this Agreement, any instrument or document required by this Agreement, and the consummation of the transactions contemplated by this Agreement will not violate any restriction contained in Service Provider's organizational document, or any statute, ordinance, law, order, ruling, certificate or license, regulation, judgment or demand of any court, regulatory agency or other tribunal to which Service Provider is subject.

c. Binding Obligation. This Agreement, when duly executed by Service Provider, shall constitute a valid, legal, and binding obligation of Service Provider, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Service Provider has been duly authorized to sign this Agreement.

d. Resources and Capacity. Service Provider possesses and shall at all times during the term, and any renewal thereof, maintain sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this Agreement.

e. Compliance with Government Requirements. To the best of its knowledge, Service Provider has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Service Provider's right or ability to execute, and perform in accordance with the terms of, this Agreement.

f. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the transactions contemplated by this Agreement, or Service Provider's rights under, or ability to perform pursuant to the terms of, this Agreement.

g. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds or other indentures of Service Provider.

h. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NETWORK OWNER MAKES NO WARRANTIES REGARDING THE NETWORK, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE NETWORK WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

8. COVENANTS

a. Conduct of Business. Network Owner will install and support the Network in accordance with engineering specifications, will ensure that the Network is operated by its agents in a safe manner, and will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to the Network and its operation. Service Provider will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to Service Provider's use of the Network to provide Services. Service Provider and its end users will comply with any Acceptable Use Policies which Network Owner or Network Operator may adopt and modify from time to time, provided that Network Owner or Network Operator shall give Service Provider 60 days after a change is made to the Acceptable Use Policies to comply with such change(s).

b. Government Records Access and Management Act ("GRAMA"). The Parties hereby agree that Network Owner is subject to the requirements of GRAMA. All materials submitted to Network Owner by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Service Provider, and Service Provider shall comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by Network Owner under GRAMA. Network Owner shall make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider may, at Service Provider's sole expense, take any appropriate actions to prevent disclosure of any exempted material.

c. Confidentiality. As used herein, "Confidential Information" includes, without limitation, the following information: know-how, trade secrets, business plans, personnel information, financial information, marketing plans, pricing information, product information, customer information, building plans, computer systems, software code, system logic and systems, and network architecture and layout. Notwithstanding section 8.b above, the Parties believe some information pertaining to the Network, the Agreement, and Network information subsequently submitted to Service Provider by Network Owner or Network Operator or by Service Provider to Network Owner or Network Operator constitute trade secrets, are otherwise

commercially sensitive, or relate to general security or public safety information. A Party shall not disclose the other Party's Confidential Information, without that Party's prior written authorization. The Parties shall strictly maintain the confidentiality of the Confidential Information, which obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that unauthorized disclosure or use of the Confidential Information may cause substantial and irreparable injury that money damages will not adequately compensate for such injury, and that the Parties are entitled to obtain, among other remedies, immediate injunctive and other equitable relief for any breach of this Section, without any requirement to post a bond. This Section 8.c shall survive the termination of this Agreement and shall be binding upon the Parties irrespective of whether the Confidential Information may be otherwise publicly available under any statute or other theory of law.

d. Privacy of Customer Information. Service Provider and Network Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances regarding the protection and use of customer proprietary information.

e. Electronic Surveillance in Support of Law Enforcement. The parties acknowledge that Service Provider and Network Owner from time to time may be required to provide a Law Enforcement Agency ("LEA") with the capability to conduct electronic surveillances on the Subscribers. Where Network Owner is providing the underlying network facilities for on-net local voice calls between Service Provider's customers on Network, Network Owner agrees to provide Service Provider access to any necessary elements of its Network required to comply with federal, state and local electronic surveillance requirements; provided, however, that the implementation and provision of any such electronic surveillance with respect to the Subscribers shall be Service Provider's sole responsibility and implemented by Service Provider's employees or agents, unless otherwise required by law or to fulfill Service Provider's compliance with such law. Service Provider shall be responsible for filing any and all reports with all applicable governmental agencies related to compliance with the provisions of this Section 8.e. If Service Provider receives a court order that requires the assistance of Network Owner or Network Operator to capture or monitor on-net activity, Service Provider shall advise the LEA that Network Owner's assistance is required so the LEA may direct and serve the court order upon Network Owner. If either Network Owner or Service Provider receives an initial inquiry from the LEA, prior to the issuance of a court order, which will require the assistance of the other party to capture or monitor on-net activity, that party shall request the LEA to name and serve both Network Owner and Service Provider.

f. Quality of Service Standards. Service Provider shall comply with the applicable federal, state, and local laws, regulations and ordinances regarding quality of service standards for all of its Services.

g. Government Approvals. Each party represents that is has all necessary government approvals to enter into and perform its obligations under this Agreement, and shall comply with all applicable federal, state, and local rules and regulations.

h. Notice of Damage or Destruction. If any portion of the Network is physically damaged or destroyed, Network Owner (or its Network Operator) and Service Provider shall give immediate notice to the other party of the damage or destruction. Network Owner (and its Network Operator) and Service Provider shall reasonably cooperate with each other to reroute or substitute services delivered by means of the affected portion of the Network to allow for continued and least interrupted service to customers.

i. Insurance. Service Provider and Network Owner shall at all times, at their own cost and expense, procure and maintain insurance to cover their respective duties assumed under this Agreement, including workers compensation, commercial general liability and property damage insurance, as well as such other insurance as may be required by law. Further, Network Owner and Service Provider shall require their respective contractors, subcontractors and agents to maintain adequate insurance coverage to respond to the types and degree of risk posed by the work performed by such parties. Service Provider will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than $3,000,000 in aggregate and $1,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Network Owner, its employees, and officers as additional insureds. Service Provider shall increase the commercial general liability limits contained herein to cover any increase in Network Owner's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision.

j. Annually, all insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed or electronically delivered directly to City's insurance compliance representative at the following address:

Scott Sampson
ssampson@lehi-ut.gov
Risk Manager
128 N 100 E
Lehi, Utah 84043

k. Regulatory Reporting Requirements. Network Owner will provide Service Provider all information and documents, within Network Owner's control, as necessary to permit Service Provider to comply with regulatory reporting requirements. Pursuant to Section 4.a, Network Owner may assign these obligations to its Network Operator.

l. Cooperation With Network Owner's Network Operator. In the event Network Owner contracts with a Network Operator to manage the Network, Service Provider shall cooperate with the Network Operator with respect to the obligations hereunder.

9. LIABILITY AND INDEMNIFICATION

a. Indemnification. A Party ("Indemnitor") shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the other Party and its officers, board members, employees, agents and representatives, ("Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or relating to the acts or omissions of the Indemnitor or those for whom the Indemnitor is responsible, but only to the extent caused by the negligent acts or omissions of the Indemnitor (or anyone for whom Indemnitor is responsible). This indemnification obligation shall survive termination of this Agreement. The Indemnitee shall, at its own expense, have the right to choose its own counsel to represent it in connection with any claim arising from this Agreement.

b. No Consequential Damages; Limitation of Liability. Direct Damages Only. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO ANY LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, LOST REVENUES, LOST SAVINGS, HARM TO BUSINESS, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. SERVICE PROVIDER'S LIABILITY TO NETWORK OWNER SHALL BE LIMITED TO THE AMOUNTS COLLECTED FROM SERVICE PROVIDER'S SUBSCRIBERS FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED DAMAGE OR CLAIM.

   NOTHING CONTAINED IN THIS SECTION 9.b SHALL LIMIT NETWORK OWNER'S OR SERVICE PROVIDER'S LIABILITY TO THE OTHER FOR (i) GROSS NEGLIGENCE, WILLFUL, OR INTENTIONAL MISCONDUCT OR (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NETWORK OWNER'S OR SERVICE PROVIDER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 9.b LIMIT THE PARTIES ' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED IN THIS AGREEMENT.

c. Third Party Claims. Except as set forth in Sections 9.a and 9.b, nothing in this Agreement shall be construed to create rights in, or duties or liabilities to, or any

standard of care with reference to, or to grant remedies to, any person or entity not a party to this Agreement.

d. Limitation of Network Owner Liability. Service Provider shall have sole responsibility for the provision of Services to its Subscribers. Network Owner shall in no way be deemed to guarantee the adequacy of Service Provider's Services for such Subscibers' needs or requirements; subject, however, to Network Owner meeting industry standard quality and reliability specifications.

10. FORCE MAJEURE

a. Excusal of Performance. Neither party will be deemed in violation of this Agreement if the party is prevented from performing any of the obligations under this Agreement in whole or in part by reason of any unforeseeable event or circumstance, or combination of events or circumstances, arising after the Agreement effective date and beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the party that seeks to excuse, in whole or in part, that party's performance of this Agreement and its obligations hereunder, and that is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence (a "Force Majeure Event").

b. Force Majeure Events. Events that may give rise to a Force Majeure Event may include acts of God, natural disasters, extreme weather and storms, lightning, floods, fires, earthquakes, or other natural occurrences; civil disturbances; strikes or other labor unrest (unless they only concern the party claiming Force Majeure); catastrophic power failures; terrorist activity, riots, war, nuclear, or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; pandemics, epidemics, plague, infectious disease or viral outbreak or other public health crisis; or any other circumstances that are not within the reasonable control of, or the result of the negligence of, the claiming party, and which, by the exercise of due diligence, the claiming party is unable to overcome or avoid or cause to be avoided.

c. Exclusion From Force Majeure. A Force Majeure Event shall not, however, include actions of a government authority with respect to Service Provider's compliance with applicable laws or permits; any failure by the Service Provider to obtain or maintain any permit it is required to obtain or maintain; and any act, omission, delay, default, or failure (financial or otherwise) of a subcontractor to a party.

d. Notification. In the event of a Force Majeure Event, the party who first becomes aware of the event shall promptly give written notice to the other party of such event. When either party becomes aware of the end of the Force Majeure event, it shall give notice to the other party.

11. BREACH AND TERMINATION

a. Material Breach. A Material Breach under this Agreement shall occur:

(i) if a party fails to perform one or more of its responsibilities as set forth in this Agreement, such breach is not excused by any provision of this Agreement, and such breach continues un-remedied for a period of thirty (30) days following receipt of written notice from the non-breaching party. If the breach by its nature cannot be cured within thirty (30) days and the breaching party within that time has commenced its cure, there shall be no Default as long as the party diligently continues such cure to completion.

(ii) immediately without delivery of notice upon: (a) the insolvency of Service Provider, as determined by Service Provider's inability to pay its debts to creditors as they become due, (b) the filing by Service Provider of a voluntary petition in bankruptcy, (c) the involuntary commencement against Service Provider for any proceedings under any law relating to insolvency or bankruptcy which is not vacated within 30 days, (d) adjudication of Service Provider as bankrupt or insolvent pursuant to an involuntary petition, (e) the appointment by any court of competent jurisdiction of a temporaray or permanent receiver, custodian, trustee or other officer having similar powers for Service Provider or Service Provider's business, who is not removed within 30 days, (f) any levy under attachment, garnishment, execution or any other similar process against Service Provider which is not vacated within 30 days or removed by payment or bonding, (g) any assignment by Service Provider for the benefit of its creditors, or (f) Service Provider's failure to immediately notify Network Owner in writing upon the occurence of any of the above-listed events.

b. Termination for Material Breach. In the event of a defaulting party's failure to cure any breach or default within the time allowed in Section 11.a, the non-defaulting party may terminate the Agreement by providing written notice to the defaulting party.

c. Rights upon Termination. Upon the termination of this Agreement, the parties shall continue to abide by the terms of the Agreement. The termination period shall last a period of up to two (2) weeks following the date of termination notice. Service Provider shall have the right to use the Network to deliver Services during the termination period only as necessary to continue service to existing Subscribers until such Subscribers are migrated to any alternative service provider. Service Provider is required to use best commercial efforts to transition its Subscribers to another service provider using the Network, if available, within thirty (30) days after the date of receipt or provision of a termination notice. Following the thirty (30) day period after the date of termination notice, Network Owner may directly transfer Service Provider's Subscribers to alternative service providers, or to any other alternative solution reasonably necessary to maintain the Subscribers' continuity of services, and Network Owner may take such other reasonable actions that may be necessary to prevent service disruptions to Subscribers as a result of the termination of this Agreement. Nothing in this Agreement shall preclude either party from also pursuing other available remedies, including damages, injunctive relief, and costs.

d. Equitable Relief. In the event of a Material Breach or threatened Material Breach monetary damages may be inadequate to fully protect the parties. Accordingly, in the event of a Material Breach or anticipated Material Breach of this Agreement, the parties may seek injunctive relief, or any other equitable relief, necessary to protect and enforce the parties 'rights hereunder and prevent further breach of the obligations set forth herein. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and attorneys' fees.

e. Termination for Business Convenience. Either Party may terminate this Agreement for any or no reason whatsoever upon ninety (90) days' written notice. The provisions of Section 11(c) shall also apply in the case of a termination for business convenience.

12. MISCELLANEOUS

a. Dispute Resolution. The parties specifically acknowledge and agree that the sole and exclusive venue for any lawsuit filed as a result of a dispute related to this Agreement shall be the Fourth Judicial District Court of Utah County, Utah. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover its reasonable attorney's fees, expert costs, witness fees, court costs and other litigation expenses incurred in the enforcement of this Agreement.

b. Final Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either oral or written with respect thereto. This Agreement may be amended only by a written agreement signed by both parties.

c. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

d. Assignment. As described in Section 4 above, the parties acknowledge and agree that Network Owner may assign its duties and obligations to a Network Operator in Network Owner's sole discretion. Service Provider may not sublicense or assign any of its responsibilities under this Agreement without the express written consent of Network Owner, which consent shall not be unreasonably withheld.

e. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Network Owner, Service Provider and their respective successors and assigns.

f. Waivers. The failure by either party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of either party to demand strict compliance and performance therewith. None of the undertakings, agreements or covenants of the parties under this Agreement shall be

deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged specifying such waiver.

g. Solvency. Service Provider has an affirmative duty to annually certify to Network Owner of Service Provider's solvency.

h. Notices. Unless otherwise specifically provided in this Agreement, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by courier or overnight mail and shall be deemed to have been given when delivered in person or by courier service as follows:

If to Network Owner, to:	Lehi City 153 N 100 E Lehi, UT 84043 Attn: Legal
If to Service Provider, to:	CentraCom 35 S State Street Fairview, UT 84629 Telephone No. (435) 462-0639 Facsimile No. (435) 462-9248 Attn:

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any reference in this Agreement to written notice shall include notice by email where receipt of the email can be reasonably verified by the sender and may be relied upon as valid and authentic written communication.

i. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement provided the essential terms of the Agreement remain the same.

j. Independent Contractor Status. Network Owner and Service Provider reserve no control whatsoever over the employment, discharge, compensation of or services rendered by the employees or contractors of each other. Nothing in this Agreement shall be construed as inconsistent with the foregoing independent status and relationship or as creating or implying a partnership or joint venture between Network Owner and Service Provider.

k. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

ENTERED INTO as of the Effective Date written above.

Network Owner:	S**ervice Provider:**
Lehi City Company Name	_____ Company Name
_____ Authorized Representative Name Printed	_____ Authorized Representative Name Printed
_____ Authorized Representative Title	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Authorized Representative Signature
_____ Date	_____ Date

EXHIBIT 1

NETWORK USE AND ACCESS FEES

Access fees Any other fees will be negotiated on an individual basis.

MONTHLY WHOLESALE RESIDENTIAL PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 52.00	$ 57.00	$ 67.00	$ 107.00

MONTHLY WHOLESALE BUSINESS PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 62.00	$ 72.00	$ 87.00	$ 137.00

NON-EXCLUSIVE NETWORK ACCESS AND RETAIL SERVICE AGREEMENT

This Non-Exclusive Network Access and Retail Service Provider Agreement ("**Agreement**"), is made and entered into as of the ___day of _____, 2022 ("**Effective Date**"), by and between Lehi City Corporation with its principle place of business located at 153 N 100 E, Lehi, Utah 84043 ("Network Owner") and Intellipop LLC , a Utah company, with its principle place of business located at 673 S Innovation Circle B4, Payson, Utah 84651 ("**Service Provider**").

R E C I T A L S:

a. Network Owner has constructed, or will construct, a fiber optic network (the "Network") which will provide private retail service providers access to capacity on the Network to offer a variety of services, as defined herein, to end-users. Network Owner, on the terms and conditions contained in this Agreement, is willing to grant Service Provider a non-exclusive right to use the Network to provide services to those end-users who subscribe to Services from Service Provider.

b. Service Provider desires to enter into this Agreement to use the Network to provide services, as defined herein, on a non-exclusive basis, within the coverage area. The parties understand that Network Owner, at its sole discretion, may enter into agreements with other service providers and entities for use of or management of the Network.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Network Owner and Service Provider mutually agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

a. "Agreement" means this Agreement, any and all Exhibits and Attachments thereto, and any addenda or written amendments to which the parties may agree from time to time.

b. "Broadband Internet Access Service" means a retail service by wire or radio or other means that provides the capability to transmit data to and receive data from all or substantially all internet endpoints of a Subscriber, including any capabilities that are incidental to and enable the operation of the communications service. Broadband Internet Access Service must not be resold or transmitted to others or allowed to be used by others outside of the Subscriber's immediate household, their business, or for their personal use.

c. "Customer Premises" means any government building (including quasi-government buildings such as schools, etc.), commercial building, residence, multi-dwelling unit, or buildable lot that can be feasibly and reasonably served by the Network.

d. “Customer Premises Equipment” (“CPE”) means terminal and associated equipment and inside wiring located at a customer’s Premises which are necessary for the receipt of Services, and which are provided and installed by Service Provider.

e. “Fiber Drops” means the last mile service extensions installed by the Network Owner to connect a Subscriber Premises to the Network, and after construction become a part of the Network.

f. “Fiber Optic Strands” means fiber optic cable strands to be installed by the Network Owner.

g. “Network” means and includes, without limitation, the City fiber optic network, a fiber optic loop including the Fiber Optic Strands, the Fiber Drops, and associated network equipment constructed by the City, and which may be operated, managed, monitored, and maintained by a Network Operator.

h. “Network Operator” means the entity with whom Network Owner contracts for Network management and day-to-day operation of the Network.

i. “Open Access” means the separation of the physical access to the network from the delivery of services. In an Open Access network, the Network Owner does not supply services for the Network; these services are supplied by separate retail service providers.

j. “Payment Due Date” shall have the meaning set forth in Section 5.a.

k. “Retail Service Provider” or “Service Provider” means any entity that has entered into a Non-Exclusive Network Access and Retail Service Agreement with Network Owner.

l. “Service(s)” means the various services that Service Provider offers to its Subscribers over the Network, which may include Internet, Voice, and Video Service.

m. “Subscriber(s)” means end-user residential or business customers who are being served by Service Provider through the Network. Subscribers may also be referred to as “Customer(s).”

n. “Term” means either the Initial Term or the then-applicable Renewal Term as outlined in Section 2.b.

o. “Video Service” means a multichannel video programming delivery service, as such term is defined under federal law and interpreted by the Federal Communications Commission, or its substantial equivalent.

p. "Voice Service" means interconnected voice over internet protocol ("VoIP") service as such term is interpreted by the Federal Communications Commission, or its substantial equivalent.

2. DESCRIPTION, TERM OF AGREEMENT

a. Service Provider Services. Service Provider shall provide retail services to Subscribers using the Network. Nothing in this Agreement shall require Service Provider to use the Network exclusively.

b. Term. Unless sooner terminated as provided in Section 11, this Agreement shall have an initial term of five (5) years from the Effective Date (**"Initial Term"),** and shall renew in additional three (3) year terms ("**Renewal Term**") that will each commence automatically unless either party at its sole discretion elects not to renew this Agreement by providing the other party at least one hundred and twenty (120) days written notice of termination prior to the expiration of the applicable Term.

3. NETWORK

a. Deployment. Network Owner will be deploying the Network in multiple phases. The development, design and installation of the Network shall be Network Owner's sole responsibility. Any undertaking to deploy additional phases of the Network shall be at Network Owner's sole discretion.

b. Network Design. Network Owner, at its cost and expense, shall be solely responsible for Network design. The Network shall be designed to deliver according to industry standards. Network Owner or Network Operator may provide multiple Ethernet network entry points for Service Provider. If multiple Ethernet network entry points are available, Service Provider may, at its sole discretion, select one or redundant entry points to connect into the Network. Service Provider shall be solely responsible for its costs to meet Network entry points including, but not limited to, interconnect costs, collocation space, rack rental, power, and other interfacing costs.

c. Installation of Network. Except as otherwise provided herein, Network Owner, at its cost and expense, shall be solely responsible for the Network installation, including, without limitation, procuring rights-of-way or easements, and purchasing and installing facilities and equipment required to light and operate the Network.

d. Network Ownership. Network Owner shall own, lease or retain other similar rights in and to all Network structures, improvements and components. This Agreement shall not confer on Service Provider any ownership or possessory interest in the Network, or any of its related facilities, equipment, easements or rights-of-way, or any other property.

4. NETWORK OPERATIONS

a. Network Operator. Service Provider acknowledges and agrees that Network Owner may contract with a Network Operator to fulfill certain of the Network Owner's operational and maintenance obligations hereunder.

b. Use of Contractors and Subcontractors. Service Provider may retain contractors and subcontractors to perform the Work on Service Provider's behalf.

c. Contractors to be Licensed. Service Provider's contractors and subcontractors used for the Work will be properly licensed under applicable law.

d. Network Control. As between Network Owner and Service Provider, Network Owner has autonomy and control over the day-to-day operations of the Network, including, but not limited to, managing the platform and functionalities available over the Network. Network Owner shall provide primary management and control for the Network from its network operations center. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator. Service Provider shall coordinate service turn-ups and Service deployment with the Network Owner or Network Operator at Network Owner's discretion.

e. Maintenance Responsibilities. During the Term, Network Owner shall, at its cost and expense, ensure that the Network is, at all times, maintained in good working order and repair and in a safe condition, in conformity with industry standards and all applicable laws and regulations. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

f. Troubleshooting. Network Owner shall respond to Network issues in accordance with Sections 4.e and 4.f. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

g. Repair Times. Network Owner shall ensure that any damage to, or malfunctioning portions of, the Network are restored in a timely manner. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

h. Repair Costs. To the extent repairs are required to the Network to fix damage caused by Service Provider, Service Provider shall be responsible to pay for such repair costs. To the extent damage is caused by Service Provider's Subscriber, Service Provider will reasonably assist Network Owner in making the recovery, if requested by Network Owner. Network Owner or Network Operator, at Network Owner's discretion, may also directly bill Service Provider's Subscribers for any such damages caused by such Subscriber.

5. PRICING AND PAYMENTS

a. Network Use and Access. Service Provider shall pay Network Owner the fees identified on Exhibit 1 for access to and use of the Network. The fees shall be due and payable thirty (30) days following Service Provider's receipt of an invoice. Fees shall be based on the average number of subscribers on the network for the month ended utilizing the method detailed in the table below:

Number of Subscribers at 12:01AM MST January 1	50
Number of subscribers at 12:01AM MST January 31st	100
Number of subscribers billed for at month's end ((50+100)/2)	75

b. Local Fees. Service Provider shall bill for and remit to each municipality, county, or state, all applicable fees for Services imposed by those entities for Services within their jurisdictions, in the manner required by law, the actual or equivalent of applicable franchise fees, business license taxes, municipal telecommunications license taxes, E911 surcharges and other similar charges that Service Provider would have been required to pay if Service Provider were supplying Services to Subscribers utilizing its own fiber infrastructure without use of the Network, and Service Provider as allowed by law, is permitted to recover such fees, taxes, and charges by charging those fees to Service Provider's Subscribers.

c. Other Taxes and Fees. Service Provider shall be solely responsible for the collection and remittance of all applicable federal, state and local taxes, including, without limitation, income taxes, sales taxes, privilege taxes, or universal service fees.

d. Service Suspension. If Service Provider fails to pay or remit any non-disputed amounts when due, use of the Network may be suspended and terminated by Network Owner.

6. SERVICE PROVIDER'S RESPONSIBILITIES

a. Retail Internet Service. Service Provider may offer and provide business, government, and residential Customers Internet service via the Network. Subscribers may use the service for their personal use or the immediate use of their family or business. Service Provider must use commercially reasonable efforts to ensure that Customers do not resell or transmit their Internet service to others or allow it to be used by others outside of their immediate family, guests, or the Customer's business. Any violation of this condition will result in the Service being disconnected and the Service Provider being charged for the prohibited distribution of Services at a rate determined by Network Owner.

b. Voice and Video Service. Service Provide may offer Voice and Video Service(s) via the Network.

c. Service Authorizations. Service Provider shall obtain and maintain throughout the Term, at its expense, all necessary authorizations relating to the provision of Internet, Voice, and Video Services to customers and shall comply with all applicable laws and regulations relating the provision of such Services.

d. Subscriber Connection to Network. Prior to providing Services to a residential or business Subscriber, Service Provider shall obtain from each Subscriber acknowledgement of agreement to any terms of service.

e. Customer Service Responsibilities. Except to the extent set forth in (i), below, Service Provider shall be solely responsible for all aspects of the Subscriber relationship for all retail Services provided by Service Provider, as set forth in this subsection:

   i. Subscriber Support. Service Provider is solely responsible for receiving, servicing, and resolving directly all requests for support from Subscribers, including, but not limited to, technical, billing, sales, and marketing inquiries. In the event the Service Provider cannot resolve the Subscriber's inquiry, the Service Provider may (1) contact the Network Owner or Network Operator or (2) if the issue is escalated and requires the Network Operator's involvement, the Service Provider may contact the Network Operator and include the Subscriber on a conference call. Network Owner shall ensure that a call center accepting calls from Service Provider to resolve inquiries involving repair, maintenance or other contact with the Network is maintained. Service Provider shall only direct a Subscriber to contact the Network Operator for customer support when absolutely necessary and only when the Service Provider is included on the call. Subscribers should never be directed to contact the Network Owner unless both a Service Provider representative and a Network Operator representative approve the contact.

   ii. Billing/Collections. Service Provider is responsible for all invoicing, billing and collection activities related to its Subscribers for the Services it provides.

   iii. Sales and Marketing. Service Provider is responsible for any and all sales and marketing activities relating to Service Provider's Services, including but not limited to pricing of Services, description of Services, and promotional activities. Nothing in this Agreement shall restrict or limit Network Owner's ability to independently promote all or any portion of the Network, its Service Providers, and/or the service offered across the Network.

f. Network Service Claims. Service Provider shall not make any representations or statements regarding the Network that are inconsistent with representations or statements made in this Agreement.

g. Service Provider's Use of Network Owner's Brand Name and/or Logo. Each party may use the other party's brand name and/or logo in such party's marketing

materials, advertisements and/or press releases, provided that such use shall be in accordance with the other party's brand use/style guidelines that are provided from time to time.

h. Public Benefits. Service Provider agrees to use good faith efforts to consult with Network Owner on developing initiatives designed to benefit the public, which may include, but are not limited to, increasing access to broadband services, improving digital literacy, bridging the digital divide, and seeking to provide network services in public parks and plazas.

i. Cybersecurity. Service Provider is responsible to ensure its adherence to appropriate cybersecurity metrics and standards for the operational security of the Network. Service Provider warrants to the Network Owner and Network Operator that Service Provider will maintain periodic training for its Employees or Representatives on topics related to social engineering, phishing scams, and other relevant cybersecurity tactics. Service Provider also warrants that all of Service Provider's electronics connected to the Network will be maintained with appropriate firewalls, up to date anti-virus software, and any other metrics necessary to maintain the integrity and cybersecurity of the Network. Service Provider may, at its option, provide material, software, training, or other helpful resources to its Customers to assist in preventing undue harm to the Customer. Network Owner will provide appropriate physical security to the Network and its operations. The Service Provider shall provide an annual cybersecurity audit to Network Owner.

j. Service Pricing. All pricing for Services must be disclosed to Subscriber, including the accurate and total costs for Services from the Service Provider.

k. Denial-of-Service Attacks. Service Provider is responsible for monitoring its segment of the network for all forms of denial-of-service attacks and will make every effort to mitigate such attacks in a timely manner. If the Service Provider is unable to mitigate such attacks the Network Owner may intervene to protect the integrity of the network.

7. REPRESENTATIONS AND WARRANTIES

Network Owner's Representations and Warranties. Network Owner represents and warrants to Service Provider as follows:

a. Binding Obligation. This Agreement, when duly executed by Network Owner, shall constitute a valid, legal, and binding obligation of Network Owner, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Network Owner has been duly authorized to sign this Agreement.

b. Compliance with Government Requirements. To the best of its knowledge, Network Owner has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may

materially and adversely affect Network Owner's right or ability to execute, and perform in accordance with the terms of, this Agreement.

c. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the transactions contemplated by this Agreement, or Network Owner's rights under, or ability to perform pursuant to the terms of, this Agreement.

d. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds and other indentures of Network Owner.

e. Resources and Capacity. Network Owner, or Network Operator, possesses sufficient financial, managerial, and technical capacity and resources to perform its obligations under this Agreement.

Service Provider's Representations and Warranties. Service Provider represents and warrants to Network Owner as follows:

a. Authority. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Utah, and possesses all requisite power and authority to enter into and to perform in accordance with the terms, covenants and conditions contained in this Agreement.

b. Restrictions. The execution and delivery of this Agreement, any instrument or document required by this Agreement, and the consummation of the transactions contemplated by this Agreement will not violate any restriction contained in Service Provider's organizational document, or any statute, ordinance, law, order, ruling, certificate or license, regulation, judgment or demand of any court, regulatory agency or other tribunal to which Service Provider is subject.

c. Binding Obligation. This Agreement, when duly executed by Service Provider, shall constitute a valid, legal, and binding obligation of Service Provider, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Service Provider has been duly authorized to sign this Agreement.

d. Resources and Capacity. Service Provider possesses and shall at all times during the term, and any renewal thereof, maintain sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this Agreement.

e. Compliance with Government Requirements. To the best of its knowledge, Service Provider has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Service Provider's right or ability to execute, and perform in accordance with the terms of, this Agreement.

f. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the transactions contemplated by this Agreement, or Service Provider's rights under, or ability to perform pursuant to the terms of, this Agreement.

g. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds or other indentures of Service Provider.

h. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NETWORK OWNER MAKES NO WARRANTIES REGARDING THE NETWORK, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE NETWORK WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

8. COVENANTS

a. Conduct of Business. Network Owner will install and support the Network in accordance with engineering specifications, will ensure that the Network is operated by its agents in a safe manner, and will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to the Network and its operation. Service Provider will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to Service Provider's use of the Network to provide Services. Service Provider and its end users will comply with any Acceptable Use Policies which Network Owner or Network Operator may adopt and modify from time to time, provided that Network Owner or Network Operator shall give Service Provider 60 days after a change is made to the Acceptable Use Policies to comply with such change(s).

b. Government Records Access and Management Act ("GRAMA"). The Parties hereby agree that Network Owner is subject to the requirements of GRAMA. All materials submitted to Network Owner by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Service Provider, and Service Provider shall comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by Network Owner under GRAMA. Network Owner shall make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider may, at Service Provider's sole expense, take any appropriate actions to prevent disclosure of any exempted material.

c. Confidentiality. As used herein, "Confidential Information" includes, without limitation, the following information: know-how, trade secrets, business plans, personnel information, financial information, marketing plans, pricing information, product information, customer information, building plans, computer systems,

software code, system logic and systems, and network architecture and layout. Notwithstanding section 8.b above, the Parties believe some information pertaining to the Network, the Agreement, and Network information subsequently submitted to Service Provider by Network Owner or Network Operator or by Service Provider to Network Owner or Network Operator constitute trade secrets, are otherwise commercially sensitive, or relate to general security or public safety information. A Party shall not disclose the other Party's Confidential Information, without that Party's prior written authorization. The Parties shall strictly maintain the confidentiality of the Confidential Information, which obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that unauthorized disclosure or use of the Confidential Information may cause substantial and irreparable injury that money damages will not adequately compensate for such injury, and that the Parties are entitled to obtain, among other remedies, immediate injunctive and other equitable relief for any breach of this Section, without any requirement to post a bond. This Section 8.c shall survive the termination of this Agreement and shall be binding upon the Parties irrespective of whether the Confidential Information may be otherwise publicly available under any statute or other theory of law.

d. Privacy of Customer Information. Service Provider and Network Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances regarding the protection and use of customer proprietary information.

e. Electronic Surveillance in Support of Law Enforcement. The parties acknowledge that Service Provider and Network Owner from time to time may be required to provide a Law Enforcement Agency ("LEA") with the capability to conduct electronic surveillances on the Subscribers. Where Network Owner is providing the underlying network facilities for on-net local voice calls between Service Provider's customers on Network, Network Owner agrees to provide Service Provider access to any necessary elements of its Network required to comply with federal, state and local electronic surveillance requirements; provided, however, that the implementation and provision of any such electronic surveillance with respect to the Subscribers shall be Service Provider's sole responsibility and implemented by Service Provider's employees or agents, unless otherwise required by law or to fulfill Service Provider's compliance with such law. Service Provider shall be responsible for filing any and all reports with all applicable governmental agencies related to compliance with the provisions of this Section 8.e. If Service Provider receives a court order that requires the assistance of Network Owner or Network Operator to capture or monitor on-net activity, Service Provider shall advise the LEA that Network Owner's assistance is required so the LEA may direct and serve the court order upon Network Owner. If either Network Owner or Service Provider receives an initial inquiry from the LEA, prior to the issuance of a court order, which will require the assistance of the other party to capture or monitor on-net activity, that party shall request the LEA to name and serve both Network Owner and Service Provider.

f. Quality of Service Standards. Service Provider shall comply with the applicable federal, state, and local laws, regulations and ordinances regarding quality of service standards for all of its Services.

g. Government Approvals. Each party represents that is has all necessary government approvals to enter into and perform its obligations under this Agreement, and shall comply with all applicable federal, state, and local rules and regulations.

h. Notice of Damage or Destruction. If any portion of the Network is physically damaged or destroyed, Network Owner (or its Network Operator) and Service Provider shall give immediate notice to the other party of the damage or destruction. Network Owner (and its Network Operator) and Service Provider shall reasonably cooperate with each other to reroute or substitute services delivered by means of the affected portion of the Network to allow for continued and least interrupted service to customers.

i. Insurance. Service Provider and Network Owner shall at all times, at their own cost and expense, procure and maintain insurance to cover their respective duties assumed under this Agreement, including workers compensation, commercial general liability and property damage insurance, as well as such other insurance as may be required by law. Further, Network Owner and Service Provider shall require their respective contractors, subcontractors and agents to maintain adequate insurance coverage to respond to the types and degree of risk posed by the work performed by such parties. Service Provider will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than $3,000,000 in aggregate and $1,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Network Owner, its employees, and officers as additional insureds. Service Provider shall increase the commercial general liability limits contained herein to cover any increase in Network Owner's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision.

j. Annually, all insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed or electronically delivered directly to City's insurance compliance representative at the following address:

Scott Sampson
ssampson@lehi-ut.gov
Risk Manager
128 N 100 E
Lehi, Utah 84043

k. Regulatory Reporting Requirements. Network Owner will provide Service Provider all information and documents, within Network Owner's control, as necessary to permit Service Provider to comply with regulatory reporting requirements. Pursuant to Section 4.a, Network Owner may assign these obligations to its Network Operator.

l. Cooperation With Network Owner's Network Operator. In the event Network Owner contracts with a Network Operator to manage the Network, Service Provider shall cooperate with the Network Operator with respect to the obligations hereunder.

9. LIABILITY AND INDEMNIFICATION

a. Indemnification. A Party ("Indemnitor") shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the other Party and its officers, board members, employees, agents and representatives, ("Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or relating to the acts or omissions of the Indemnitor or those for whom the Indemnitor is responsible, but only to the extent caused by the negligent acts or omissions of the Indemnitor (or anyone for whom Indemnitor is responsible). This indemnification obligation shall survive termination of this Agreement. The Indemnitee shall, at its own expense, have the right to choose its own counsel to represent it in connection with any claim arising from this Agreement.

b. No Consequential Damages; Limitation of Liability. Direct Damages Only. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO ANY LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, LOST REVENUES, LOST SAVINGS, HARM TO BUSINESS, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. SERVICE PROVIDER'S LIABILITY TO NETWORK OWNER SHALL BE LIMITED TO THE AMOUNTS COLLECTED FROM SERVICE PROVIDER'S SUBSCRIBERS FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED DAMAGE OR CLAIM.

NOTHING CONTAINED IN THIS SECTION 9.b SHALL LIMIT NETWORK OWNER'S OR SERVICE PROVIDER'S LIABILITY TO THE OTHER FOR (i) GROSS NEGLIGENCE, WILLFUL, OR INTENTIONAL MISCONDUCT OR (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NETWORK OWNER'S OR SERVICE PROVIDER'S NEGLIGENT ACT OR

OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 9.b LIMIT THE PARTIES ' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED IN THIS AGREEMENT.

c. Third Party Claims. Except as set forth in Sections 9.a and 9.b, nothing in this Agreement shall be construed to create rights in, or duties or liabilities to, or any standard of care with reference to, or to grant remedies to, any person or entity not a party to this Agreement.

d. Limitation of Network Owner Liability. Service Provider shall have sole responsibility for the provision of Services to its Subscribers. Network Owner shall in no way be deemed to guarantee the adequacy of Service Provider's Services for such Subscibers' needs or requirements; subject, however, to Network Owner meeting industry standard quality and reliability specifications.

10. FORCE MAJEURE

a. Excusal of Performance. Neither party will be deemed in violation of this Agreement if the party is prevented from performing any of the obligations under this Agreement in whole or in part by reason of any unforeseeable event or circumstance, or combination of events or circumstances, arising after the Agreement effective date and beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the party that seeks to excuse, in whole or in part, that party's performance of this Agreement and its obligations hereunder, and that is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence (a "Force Majeure Event").

b. Force Majeure Events. Events that may give rise to a Force Majeure Event may include acts of God, natural disasters, extreme weather and storms, lightning, floods, fires, earthquakes, or other natural occurrences; civil disturbances; strikes or other labor unrest (unless they only concern the party claiming Force Majeure); catastrophic power failures; terrorist activity, riots, war, nuclear, or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; pandemics, epidemics, plague, infectious disease or viral outbreak or other public health crisis; or any other circumstances that are not within the reasonable control of, or the result of the negligence of, the claiming party, and which, by the exercise of due diligence, the claiming party is unable to overcome or avoid or cause to be avoided.

c. Exclusion From Force Majeure. A Force Majeure Event shall not, however, include actions of a government authority with respect to Service Provider's compliance with applicable laws or permits; any failure by the Service Provider to obtain or maintain any permit it is required to obtain or maintain; and any act, omission, delay, default, or failure (financial or otherwise) of a subcontractor to a party.

d. Notification. In the event of a Force Majeure Event, the party who first becomes aware of the event shall promptly give written notice to the other party of such

event. When either party becomes aware of the end of the Force Majeure event, it shall give notice to the other party.

11. BREACH AND TERMINATION

a. Material Breach. A Material Breach under this Agreement shall occur:

(i) if a party fails to perform one or more of its responsibilities as set forth in this Agreement, such breach is not excused by any provision of this Agreement, and such breach continues un-remedied for a period of thirty (30) days following receipt of written notice from the non-breaching party. If the breach by its nature cannot be cured within thirty (30) days and the breaching party within that time has commenced its cure, there shall be no Default as long as the party diligently continues such cure to completion.

(ii) immediately without delivery of notice upon: (a) the insolvency of Service Provider, as determined by Service Provider's inability to pay its debts to creditors as they become due, (b) the filing by Service Provider of a voluntary petition in bankruptcy, (c) the involuntary commencement against Service Provider for any proceedings under any law relating to insolvency or bankruptcy which is not vacated within 30 days, (d) adjudication of Service Provider as bankrupt or insolvent pursuant to an involuntary petition, (e) the appointment by any court of competent jurisdiction of a temporaray or permanent receiver, custodian, trustee or other officer having similar powers for Service Provider or Service Provider's business, who is not removed within 30 days, (f) any levy under attachment, garnishment, execution or any other similar process against Service Provider which is not vacated within 30 days or removed by payment or bonding, (g) any assignment by Service Provider for the benefit of its creditors, or (f) Service Provider's failure to immediately notify Network Owner in writing upon the occurence of any of the above-listed events.

b. Termination for Material Breach. In the event of a defaulting party's failure to cure any breach or default within the time allowed in Section 11.a, the non-defaulting party may terminate the Agreement by providing written notice to the defaulting party.

c. Rights upon Termination. Upon the termination of this Agreement, the parties shall continue to abide by the terms of the Agreement. The termination period shall last a period of up to two (2) weeks following the date of termination notice. Service Provider shall have the right to use the Network to deliver Services during the termination period only as necessary to continue service to existing Subscribers until such Subscribers are migrated to any alternative service provider. Service Provider is required to use best commercial efforts to transition its Subscribers to another service provider using the Network, if available, within thirty (30) days after the date of receipt or provision of a termination notice. Following the thirty (30) day period after the date of termination notice, Network Owner may directly transfer Service Provider's Subscribers to alternative service providers, or to any other alternative solution reasonably necessary to maintain the Subscribers' continuity of services, and Network Owner may take such other reasonable actions

that may be necessary to prevent service disruptions to Subscribers as a result of the termination of this Agreement. Nothing in this Agreement shall preclude either party from also pursuing other available remedies, including damages, injunctive relief, and costs.

d. Equitable Relief. In the event of a Material Breach or threatened Material Breach monetary damages may be inadequate to fully protect the parties. Accordingly, in the event of a Material Breach or anticipated Material Breach of this Agreement, the parties may seek injunctive relief, or any other equitable relief, necessary to protect and enforce the parties ' rights hereunder and prevent further breach of the obligations set forth herein. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and attorneys' fees.

e. Termination for Business Convenience. Either Party may terminate this Agreement for any or no reason whatsoever upon ninety (90) days' written notice. The provisions of Section 11(c) shall also apply in the case of a termination for business convenience.

12. MISCELLANEOUS

a. Dispute Resolution. The parties specifically acknowledge and agree that the sole and exclusive venue for any lawsuit filed as a result of a dispute related to this Agreement shall be the Fourth Judicial District Court of Utah County, Utah. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover its reasonable attorney's fees, expert costs, witness fees, court costs and other litigation expenses incurred in the enforcement of this Agreement.

b. Final Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either oral or written with respect thereto. This Agreement may be amended only by a written agreement signed by both parties.

c. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

d. Assignment. As described in Section 4 above, the parties acknowledge and agree that Network Owner may assign its duties and obligations to a Network Operator in Network Owner's sole discretion. Service Provider may not sublicense or assign any of its responsibilities under this Agreement without the express written consent of Network Owner, which consent shall not be unreasonably withheld.

e. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Network Owner, Service Provider and their respective successors and assigns.

f. Waivers. The failure by either party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of either party to demand strict compliance and performance therewith. None of the undertakings, agreements or covenants of the parties under this Agreement shall be deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged specifying such waiver.

g. Solvency. Service Provider has an affirmative duty to annually certify to Network Owner of Service Provider's solvency.

h. Notices. Unless otherwise specifically provided in this Agreement, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by courier or overnight mail and shall be deemed to have been given when delivered in person or by courier service as follows:

If to Network Owner, to:

Lehi City
153 N 100 E
Lehi, UT 84043

Attn: Legal

If to Service Provider, to:

Intellipop LLC
673 S Innovation Circle B4
Payson, Utah 84651
Telephone No.
Facsimile No.

Attn:

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any reference in this Agreement to written notice shall include notice by email where receipt of the email can be reasonably verified by the sender and may be relied upon as valid and authentic written communication.

i. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement provided the essential terms of the Agreement remain the same.

j. Independent Contractor Status. Network Owner and Service Provider reserve no control whatsoever over the employment, discharge, compensation of or services rendered by the employees or contractors of each other. Nothing in this Agreement shall be construed as inconsistent with the foregoing independent status and relationship or as creating or implying a partnership or joint venture between Network Owner and Service Provider.

k. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

ENTERED INTO as of the Effective Date written above.

Network Owner:	**Service Provider:**
Lehi City Company Name	_____ Company Name
_____ Authorized Representative Name Printed	_____ Authorized Representative Name Printed
_____ Authorized Representative Title	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Authorized Representative Signature
_____ Date	_____ Date

EXHIBIT 1

NETWORK USE AND ACCESS FEES

Access fees Any other fees will be negotiated on an individual basis.

MONTHLY WHOLESALE RESIDENTIAL PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 52.00	$ 57.00	$ 67.00	$ 107.00

MONTHLY WHOLESALE BUSINESS PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 62.00	$ 72.00	$ 87.00	$ 137.00

NON-EXCLUSIVE NETWORK ACCESS AND RETAIL SERVICE AGREEMENT

This Non-Exclusive Network Access and Retail Service Provider Agreement ("**Agreement**"), is made and entered into as of the ___day of _____, 2022 ("**Effective Date**"), by and between Lehi City Corporation with its principle place of business located at 153 N 100 E, Lehi, Utah 84043 ("Network Owner") and SUMOFIBER LLC , a Utah company, with its principle place of business located at 1034 W 500 N, Centerville, Utah 84014 ("**Service Provider**").

R E C I T A L S:

a. Network Owner has constructed, or will construct, a fiber optic network (the "Network") which will provide private retail service providers access to capacity on the Network to offer a variety of services, as defined herein, to end-users. Network Owner, on the terms and conditions contained in this Agreement, is willing to grant Service Provider a non-exclusive right to use the Network to provide services to those end-users who subscribe to Services from Service Provider.

b. Service Provider desires to enter into this Agreement to use the Network to provide services, as defined herein, on a non-exclusive basis, within the coverage area. The parties understand that Network Owner, at its sole discretion, may enter into agreements with other service providers and entities for use of or management of the Network.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Network Owner and Service Provider mutually agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

a. "Agreement" means this Agreement, any and all Exhibits and Attachments thereto, and any addenda or written amendments to which the parties may agree from time to time.

b. "Broadband Internet Access Service" means a retail service by wire or radio or other means that provides the capability to transmit data to and receive data from all or substantially all internet endpoints of a Subscriber, including any capabilities that are incidental to and enable the operation of the communications service. Broadband Internet Access Service must not be resold or transmitted to others or allowed to be used by others outside of the Subscriber's immediate household, their business, or for their personal use.

c. "Customer Premises" means any government building (including quasi-government buildings such as schools, etc.), commercial building, residence, multi-dwelling unit, or buildable lot that can be feasibly and reasonably served by the Network.

d. "Customer Premises Equipment" ("CPE") means terminal and associated equipment and inside wiring located at a customer's Premises which are necessary

for the receipt of Services, and which are provided and installed by Service Provider.

e. "Fiber Drops" means the last mile service extensions installed by the Network Owner to connect a Subscriber Premises to the Network, and after construction become a part of the Network.

f. "Fiber Optic Strands" means fiber optic cable strands to be installed by the Network Owner.

g. "Network" means and includes, without limitation, the City fiber optic network, a fiber optic loop including the Fiber Optic Strands, the Fiber Drops, and associated network equipment constructed by the City, and which may be operated, managed, monitored, and maintained by a Network Operator.

h. "Network Operator" means the entity with whom Network Owner contracts for Network management and day-to-day operation of the Network.

i. "Open Access" means the separation of the physical access to the network from the delivery of services. In an Open Access network, the Network Owner does not supply services for the Network; these services are supplied by separate retail service providers.

j. "Payment Due Date" shall have the meaning set forth in Section 5.a.

k. "Retail Service Provider" or "Service Provider" means any entity that has entered into a Non-Exclusive Network Access and Retail Service Agreement with Network Owner.

l. "Service(s)" means the various services that Service Provider offers to its Subscribers over the Network, which may include Internet, Voice, and Video Service.

m. "Subscriber(s)" means end-user residential or business customers who are being served by Service Provider through the Network. Subscribers may also be referred to as "Customer(s)."

n. "Term" means either the Initial Term or the then-applicable Renewal Term as outlined in Section 2.b.

o. "Video Service" means a multichannel video programming delivery service, as such term is defined under federal law and interpreted by the Federal Communications Commission, or its substantial equivalent.

p. "Voice Service" means interconnected voice over internet protocol ("VoIP") service as such term is interpreted by the Federal Communications Commission, or its substantial equivalent.

2. DESCRIPTION, TERM OF AGREEMENT

a. Service Provider Services. Service Provider shall provide retail services to Subscribers using the Network. Nothing in this Agreement shall require Service Provider to use the Network exclusively.

b. Term. Unless sooner terminated as provided in Section 11, this Agreement shall have an initial term of five (5) years from the Effective Date (**"Initial Term"),** and shall renew in additional three (3) year terms ("**Renewal Term**") that will each commence automatically unless either party at its sole discretion elects not to renew this Agreement by providing the other party at least one hundred and twenty (120) days written notice of termination prior to the expiration of the applicable Term.

3. NETWORK

a. Deployment. Network Owner will be deploying the Network in multiple phases. The development, design and installation of the Network shall be Network Owner's sole responsibility. Any undertaking to deploy additional phases of the Network shall be at Network Owner's sole discretion.

b. Network Design. Network Owner, at its cost and expense, shall be solely responsible for Network design. The Network shall be designed to deliver according to industry standards. Network Owner or Network Operator may provide multiple Ethernet network entry points for Service Provider. If multiple Ethernet network entry points are available, Service Provider may, at its sole discretion, select one or redundant entry points to connect into the Network. Service Provider shall be solely responsible for its costs to meet Network entry points including, but not limited to, interconnect costs, collocation space, rack rental, power, and other interfacing costs.

c. Installation of Network. Except as otherwise provided herein, Network Owner, at its cost and expense, shall be solely responsible for the Network installation, including, without limitation, procuring rights-of-way or easements, and purchasing and installing facilities and equipment required to light and operate the Network.

d. Network Ownership. Network Owner shall own, lease or retain other similar rights in and to all Network structures, improvements and components. This Agreement shall not confer on Service Provider any ownership or possessory interest in the Network, or any of its related facilities, equipment, easements or rights-of-way, or any other property.

4. NETWORK OPERATIONS

a. Network Operator. Service Provider acknowledges and agrees that Network Owner may contract with a Network Operator to fulfill certain of the Network Owner's operational and maintenance obligations hereunder.

b. Use of Contractors and Subcontractors. Service Provider may retain contractors and subcontractors to perform the Work on Service Provider's behalf.

c. Contractors to be Licensed. Service Provider's contractors and subcontractors used for the Work will be properly licensed under applicable law.

d. Network Control. As between Network Owner and Service Provider, Network Owner has autonomy and control over the day-to-day operations of the Network, including, but not limited to, managing the platform and functionalities available over the Network. Network Owner shall provide primary management and control for the Network from its network operations center. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator. Service Provider shall coordinate service turn-ups and Service deployment with the Network Owner or Network Operator at Network Owner's discretion.

e. Maintenance Responsibilities. During the Term, Network Owner shall, at its cost and expense, ensure that the Network is, at all times, maintained in good working order and repair and in a safe condition, in conformity with industry standards and all applicable laws and regulations. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

f. Troubleshooting. Network Owner shall respond to Network issues in accordance with Sections 4.e and 4.f. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

g. Repair Times. Network Owner shall ensure that any damage to, or malfunctioning portions of, the Network are restored in a timely manner. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

h. Repair Costs. To the extent repairs are required to the Network to fix damage caused by Service Provider, Service Provider shall be responsible to pay for such repair costs. To the extent damage is caused by Service Provider's Subscriber, Service Provider will reasonably assist Network Owner in making the recovery, if requested by Network Owner. Network Owner or Network Operator, at Network Owner's discretion, may also directly bill Service Provider's Subscribers for any such damages caused by such Subscriber.

5. PRICING AND PAYMENTS

a. Network Use and Access. Service Provider shall pay Network Owner the fees identified on Exhibit 1 for access to and use of the Network. The fees shall be due and payable thirty (30) days following Service Provider's receipt of an invoice. Fees shall be based on the average number of subscribers on the network for the month ended utilizing the method detailed in the table below:

Number of Subscribers at	50

12:01AM MST January 1	
Number of subscribers at 12:01AM MST January 31st	100
Number of subscribers billed for at month's end ((50+100)/2)	75

b. Local Fees. Service Provider shall bill for and remit to each municipality, county, or state, all applicable fees for Services imposed by those entities for Services within their jurisdictions, in the manner required by law, the actual or equivalent of applicable franchise fees, business license taxes, municipal telecommunications license taxes, E911 surcharges and other similar charges that Service Provider would have been required to pay if Service Provider were supplying Services to Subscribers utilizing its own fiber infrastructure without use of the Network, and Service Provider as allowed by law, is permitted to recover such fees, taxes, and charges by charging those fees to Service Provider's Subscribers.

c. Other Taxes and Fees. Service Provider shall be solely responsible for the collection and remittance of all applicable federal, state and local taxes, including, without limitation, income taxes, sales taxes, privilege taxes, or universal service fees.

d. Service Suspension. If Service Provider fails to pay or remit any non-disputed amounts when due, use of the Network may be suspended and terminated by Network Owner.

6. SERVICE PROVIDER'S RESPONSIBILITIES

a. Retail Internet Service. Service Provider may offer and provide business, government, and residential Customers Internet service via the Network. Subscribers may use the service for their personal use or the immediate use of their family or business. Service Provider must use commercially reasonable efforts to ensure that Customers do not resell or transmit their Internet service to others or allow it to be used by others outside of their immediate family, guests, or the Customer's business. Any violation of this condition will result in the Service being disconnected and the Service Provider being charged for the prohibited distribution of Services at a rate determined by Network Owner.

b. Voice and Video Service. Service Provide may offer Voice and Video Service(s) via the Network.

c. Service Authorizations. Service Provider shall obtain and maintain throughout the Term, at its expense, all necessary authorizations relating to the provision of Internet, Voice, and Video Services to customers and shall comply with all applicable laws and regulations relating the provision of such Services.

d. Subscriber Connection to Network. Prior to providing Services to a residential or business Subscriber, Service Provider shall obtain from each Subscriber acknowledgement of agreement to any terms of service.

e. Customer Service Responsibilities. Except to the extent set forth in (i), below, Service Provider shall be solely responsible for all aspects of the Subscriber relationship for all retail Services provided by Service Provider, as set forth in this subsection:

   i. Subscriber Support. Service Provider is solely responsible for receiving, servicing, and resolving directly all requests for support from Subscribers, including, but not limited to, technical, billing, sales, and marketing inquiries. In the event the Service Provider cannot resolve the Subscriber's inquiry, the Service Provider may (1) contact the Network Owner or Network Operator or (2) if the issue is escalated and requires the Network Operator's involvement, the Service Provider may contact the Network Operator and include the Subscriber on a conference call. Network Owner shall ensure that a call center accepting calls from Service Provider to resolve inquiries involving repair, maintenance or other contact with the Network is maintained. Service Provider shall only direct a Subscriber to contact the Network Operator for customer support when absolutely necessary and only when the Service Provider is included on the call. Subscribers should never be directed to contact the Network Owner unless both a Service Provider representative and a Network Operator representative approve the contact.

   ii. Billing/Collections. Service Provider is responsible for all invoicing, billing and collection activities related to its Subscribers for the Services it provides.

   iii. Sales and Marketing. Service Provider is responsible for any and all sales and marketing activities relating to Service Provider's Services, including but not limited to pricing of Services, description of Services, and promotional activities. Nothing in this Agreement shall restrict or limit Network Owner's ability to independently promote all or any portion of the Network, its Service Providers, and/or the service offered across the Network.

f. Network Service Claims. Service Provider shall not make any representations or statements regarding the Network that are inconsistent with representations or statements made in this Agreement.

g. Service Provider's Use of Network Owner's Brand Name and/or Logo. Each party may use the other party's brand name and/or logo in such party's marketing materials, advertisements and/or press releases, provided that such use shall be in accordance with the other party's brand use/style guidelines that are provided from time to time.

h. Public Benefits. Service Provider agrees to use good faith efforts to consult with Network Owner on developing initiatives designed to benefit the public, which may include, but are not limited to, increasing access to broadband services, improving digital literacy, bridging the digital divide, and seeking to provide network services in public parks and plazas.

i. Cybersecurity. Service Provider is responsible to ensure its adherence to appropriate cybersecurity metrics and standards for the operational security of the Network. Service Provider warrants to the Network Owner and Network Operator that Service Provider will maintain periodic training for its Employees or Representatives on topics related to social engineering, phishing scams, and other relevant cybersecurity tactics. Service Provider also warrants that all of Service Provider's electronics connected to the Network will be maintained with appropriate firewalls, up to date anti-virus software, and any other metrics necessary to maintain the integrity and cybersecurity of the Network. Service Provider may, at its option, provide material, software, training, or other helpful resources to its Customers to assist in preventing undue harm to the Customer. Network Owner will provide appropriate physical security to the Network and its operations. The Service Provider shall provide an annual cybersecurity audit to Network Owner.

j. Service Pricing. All pricing for Services must be disclosed to Subscriber, including the accurate and total costs for Services from the Service Provider.

k. Denial-of-Service Attacks. Service Provider is responsible for monitoring its segment of the network for all forms of denial-of-service attacks and will make every effort to mitigate such attacks in a timely manner. If the Service Provider is unable to mitigate such attacks the Network Owner may intervene to protect the integrity of the network.

7. REPRESENTATIONS AND WARRANTIES

Network Owner's Representations and Warranties. Network Owner represents and warrants to Service Provider as follows:

a. Binding Obligation. This Agreement, when duly executed by Network Owner, shall constitute a valid, legal, and binding obligation of Network Owner, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Network Owner has been duly authorized to sign this Agreement.

b. Compliance with Government Requirements. To the best of its knowledge, Network Owner has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Network Owner's right or ability to execute, and perform in accordance with the terms of, this Agreement.

c. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the

transactions contemplated by this Agreement, or Network Owner's rights under, or ability to perform pursuant to the terms of, this Agreement.

d. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds and other indentures of Network Owner.

e. Resources and Capacity. Network Owner, or Network Operator, possesses sufficient financial, managerial, and technical capacity and resources to perform its obligations under this Agreement.

Service Provider's Representations and Warranties. Service Provider represents and warrants to Network Owner as follows:

a. Authority. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Utah, and possesses all requisite power and authority to enter into and to perform in accordance with the terms, covenants and conditions contained in this Agreement.

b. Restrictions. The execution and delivery of this Agreement, any instrument or document required by this Agreement, and the consummation of the transactions contemplated by this Agreement will not violate any restriction contained in Service Provider's organizational document, or any statute, ordinance, law, order, ruling, certificate or license, regulation, judgment or demand of any court, regulatory agency or other tribunal to which Service Provider is subject.

c. Binding Obligation. This Agreement, when duly executed by Service Provider, shall constitute a valid, legal, and binding obligation of Service Provider, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Service Provider has been duly authorized to sign this Agreement.

d. Resources and Capacity. Service Provider possesses and shall at all times during the term, and any renewal thereof, maintain sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this Agreement.

e. Compliance with Government Requirements. To the best of its knowledge, Service Provider has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Service Provider's right or ability to execute, and perform in accordance with the terms of, this Agreement.

f. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the transactions contemplated by this Agreement, or Service Provider's rights under, or ability to perform pursuant to the terms of, this Agreement.

g. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds or other indentures of Service Provider.

h. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NETWORK OWNER MAKES NO WARRANTIES REGARDING THE NETWORK, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE NETWORK WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

8. COVENANTS

a. Conduct of Business. Network Owner will install and support the Network in accordance with engineering specifications, will ensure that the Network is operated by its agents in a safe manner, and will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to the Network and its operation. Service Provider will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to Service Provider's use of the Network to provide Services. Service Provider and its end users will comply with any Acceptable Use Policies which Network Owner or Network Operator may adopt and modify from time to time, provided that Network Owner or Network Operator shall give Service Provider 60 days after a change is made to the Acceptable Use Policies to comply with such change(s).

b. Government Records Access and Management Act ("GRAMA"). The Parties hereby agree that Network Owner is subject to the requirements of GRAMA. All materials submitted to Network Owner by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Service Provider, and Service Provider shall comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by Network Owner under GRAMA. Network Owner shall make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider may, at Service Provider's sole expense, take any appropriate actions to prevent disclosure of any exempted material.

c. Confidentiality. As used herein, "Confidential Information" includes, without limitation, the following information: know-how, trade secrets, business plans, personnel information, financial information, marketing plans, pricing information, product information, customer information, building plans, computer systems, software code, system logic and systems, and network architecture and layout. Notwithstanding section 8.b above, the Parties believe some information pertaining to the Network, the Agreement, and Network information subsequently submitted to Service Provider by Network Owner or Network Operator or by Service Provider to Network Owner or Network Operator constitute trade secrets, are otherwise

commercially sensitive, or relate to general security or public safety information. A Party shall not disclose the other Party's Confidential Information, without that Party's prior written authorization. The Parties shall strictly maintain the confidentiality of the Confidential Information, which obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that unauthorized disclosure or use of the Confidential Information may cause substantial and irreparable injury that money damages will not adequately compensate for such injury, and that the Parties are entitled to obtain, among other remedies, immediate injunctive and other equitable relief for any breach of this Section, without any requirement to post a bond. This Section 8.c shall survive the termination of this Agreement and shall be binding upon the Parties irrespective of whether the Confidential Information may be otherwise publicly available under any statute or other theory of law.

d. Privacy of Customer Information. Service Provider and Network Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances regarding the protection and use of customer proprietary information.

e. Electronic Surveillance in Support of Law Enforcement. The parties acknowledge that Service Provider and Network Owner from time to time may be required to provide a Law Enforcement Agency ("LEA") with the capability to conduct electronic surveillances on the Subscribers. Where Network Owner is providing the underlying network facilities for on-net local voice calls between Service Provider's customers on Network, Network Owner agrees to provide Service Provider access to any necessary elements of its Network required to comply with federal, state and local electronic surveillance requirements; provided, however, that the implementation and provision of any such electronic surveillance with respect to the Subscribers shall be Service Provider's sole responsibility and implemented by Service Provider's employees or agents, unless otherwise required by law or to fulfill Service Provider's compliance with such law. Service Provider shall be responsible for filing any and all reports with all applicable governmental agencies related to compliance with the provisions of this Section 8.e. If Service Provider receives a court order that requires the assistance of Network Owner or Network Operator to capture or monitor on-net activity, Service Provider shall advise the LEA that Network Owner's assistance is required so the LEA may direct and serve the court order upon Network Owner. If either Network Owner or Service Provider receives an initial inquiry from the LEA, prior to the issuance of a court order, which will require the assistance of the other party to capture or monitor on-net activity, that party shall request the LEA to name and serve both Network Owner and Service Provider.

f. Quality of Service Standards. Service Provider shall comply with the applicable federal, state, and local laws, regulations and ordinances regarding quality of service standards for all of its Services.

g. Government Approvals. Each party represents that is has all necessary government approvals to enter into and perform its obligations under this Agreement, and shall comply with all applicable federal, state, and local rules and regulations.

h. Notice of Damage or Destruction. If any portion of the Network is physically damaged or destroyed, Network Owner (or its Network Operator) and Service Provider shall give immediate notice to the other party of the damage or destruction. Network Owner (and its Network Operator) and Service Provider shall reasonably cooperate with each other to reroute or substitute services delivered by means of the affected portion of the Network to allow for continued and least interrupted service to customers.

i. Insurance. Service Provider and Network Owner shall at all times, at their own cost and expense, procure and maintain insurance to cover their respective duties assumed under this Agreement, including workers compensation, commercial general liability and property damage insurance, as well as such other insurance as may be required by law. Further, Network Owner and Service Provider shall require their respective contractors, subcontractors and agents to maintain adequate insurance coverage to respond to the types and degree of risk posed by the work performed by such parties. Service Provider will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than $3,000,000 in aggregate and $1,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Network Owner, its employees, and officers as additional insureds. Service Provider shall increase the commercial general liability limits contained herein to cover any increase in Network Owner's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision.

j. Annually, all insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed or electronically delivered directly to City's insurance compliance representative at the following address:

Scott Sampson
ssampson@lehi-ut.gov
Risk Manager
128 N 100 E
Lehi, Utah 84043

k. Regulatory Reporting Requirements. Network Owner will provide Service Provider all information and documents, within Network Owner's control, as necessary to permit Service Provider to comply with regulatory reporting requirements. Pursuant to Section 4.a, Network Owner may assign these obligations to its Network Operator.

l. Cooperation With Network Owner's Network Operator. In the event Network Owner contracts with a Network Operator to manage the Network, Service Provider shall cooperate with the Network Operator with respect to the obligations hereunder.

9. LIABILITY AND INDEMNIFICATION

a. Indemnification. A Party ("Indemnitor") shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the other Party and its officers, board members, employees, agents and representatives, ("Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or relating to the acts or omissions of the Indemnitor or those for whom the Indemnitor is responsible, but only to the extent caused by the negligent acts or omissions of the Indemnitor (or anyone for whom Indemnitor is responsible). This indemnification obligation shall survive termination of this Agreement. The Indemnitee shall, at its own expense, have the right to choose its own counsel to represent it in connection with any claim arising from this Agreement.

b. No Consequential Damages; Limitation of Liability. Direct Damages Only. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO ANY LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, LOST REVENUES, LOST SAVINGS, HARM TO BUSINESS, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. SERVICE PROVIDER'S LIABILITY TO NETWORK OWNER SHALL BE LIMITED TO THE AMOUNTS COLLECTED FROM SERVICE PROVIDER'S SUBSCRIBERS FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED DAMAGE OR CLAIM.

   NOTHING CONTAINED IN THIS SECTION 9.b SHALL LIMIT NETWORK OWNER'S OR SERVICE PROVIDER'S LIABILITY TO THE OTHER FOR (i) GROSS NEGLIGENCE, WILLFUL, OR INTENTIONAL MISCONDUCT OR (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NETWORK OWNER'S OR SERVICE PROVIDER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 9.b LIMIT THE PARTIES ' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED IN THIS AGREEMENT.

c. Third Party Claims. Except as set forth in Sections 9.a and 9.b, nothing in this Agreement shall be construed to create rights in, or duties or liabilities to, or any

standard of care with reference to, or to grant remedies to, any person or entity not a party to this Agreement.

d. Limitation of Network Owner Liability. Service Provider shall have sole responsibility for the provision of Services to its Subscribers. Network Owner shall in no way be deemed to guarantee the adequacy of Service Provider's Services for such Subscibers' needs or requirements; subject, however, to Network Owner meeting industry standard quality and reliability specifications.

10. FORCE MAJEURE

a. Excusal of Performance. Neither party will be deemed in violation of this Agreement if the party is prevented from performing any of the obligations under this Agreement in whole or in part by reason of any unforeseeable event or circumstance, or combination of events or circumstances, arising after the Agreement effective date and beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the party that seeks to excuse, in whole or in part, that party's performance of this Agreement and its obligations hereunder, and that is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence (a "Force Majeure Event").

b. Force Majeure Events. Events that may give rise to a Force Majeure Event may include acts of God, natural disasters, extreme weather and storms, lightning, floods, fires, earthquakes, or other natural occurrences; civil disturbances; strikes or other labor unrest (unless they only concern the party claiming Force Majeure); catastrophic power failures; terrorist activity, riots, war, nuclear, or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; pandemics, epidemics, plague, infectious disease or viral outbreak or other public health crisis; or any other circumstances that are not within the reasonable control of, or the result of the negligence of, the claiming party, and which, by the exercise of due diligence, the claiming party is unable to overcome or avoid or cause to be avoided.

c. Exclusion From Force Majeure. A Force Majeure Event shall not, however, include actions of a government authority with respect to Service Provider's compliance with applicable laws or permits; any failure by the Service Provider to obtain or maintain any permit it is required to obtain or maintain; and any act, omission, delay, default, or failure (financial or otherwise) of a subcontractor to a party.

d. Notification. In the event of a Force Majeure Event, the party who first becomes aware of the event shall promptly give written notice to the other party of such event. When either party becomes aware of the end of the Force Majeure event, it shall give notice to the other party.

11. BREACH AND TERMINATION

a. Material Breach. A Material Breach under this Agreement shall occur:

(i) if a party fails to perform one or more of its responsibilities as set forth in this Agreement, such breach is not excused by any provision of this Agreement, and such breach continues un-remedied for a period of thirty (30) days following receipt of written notice from the non-breaching party. If the breach by its nature cannot be cured within thirty (30) days and the breaching party within that time has commenced its cure, there shall be no Default as long as the party diligently continues such cure to completion.

(ii) immediately without delivery of notice upon: (a) the insolvency of Service Provider, as determined by Service Provider's inability to pay its debts to creditors as they become due, (b) the filing by Service Provider of a voluntary petition in bankruptcy, (c) the involuntary commencement against Service Provider for any proceedings under any law relating to insolvency or bankruptcy which is not vacated within 30 days, (d) adjudication of Service Provider as bankrupt or insolvent pursuant to an involuntary petition, (e) the appointment by any court of competent jurisdiction of a temporaray or permanent receiver, custodian, trustee or other officer having similar powers for Service Provider or Service Provider's business, who is not removed within 30 days, (f) any levy under attachment, garnishment, execution or any other similar process against Service Provider which is not vacated within 30 days or removed by payment or bonding, (g) any assignment by Service Provider for the benefit of its creditors, or (f) Service Provider's failure to immediately notify Network Owner in writing upon the occurence of any of the above-listed events.

b. Termination for Material Breach. In the event of a defaulting party's failure to cure any breach or default within the time allowed in Section 11.a, the non-defaulting party may terminate the Agreement by providing written notice to the defaulting party.

c. Rights upon Termination. Upon the termination of this Agreement, the parties shall continue to abide by the terms of the Agreement. The termination period shall last a period of up to two (2) weeks following the date of termination notice. Service Provider shall have the right to use the Network to deliver Services during the termination period only as necessary to continue service to existing Subscribers until such Subscribers are migrated to any alternative service provider. Service Provider is required to use best commercial efforts to transition its Subscribers to another service provider using the Network, if available, within thirty (30) days after the date of receipt or provision of a termination notice. Following the thirty (30) day period after the date of termination notice, Network Owner may directly transfer Service Provider's Subscribers to alternative service providers, or to any other alternative solution reasonably necessary to maintain the Subscribers' continuity of services, and Network Owner may take such other reasonable actions that may be necessary to prevent service disruptions to Subscribers as a result of the termination of this Agreement. Nothing in this Agreement shall preclude either party from also pursuing other available remedies, including damages, injunctive relief, and costs.

d. Equitable Relief. In the event of a Material Breach or threatened Material Breach monetary damages may be inadequate to fully protect the parties. Accordingly, in the event of a Material Breach or anticipated Material Breach of this Agreement, the parties may seek injunctive relief, or any other equitable relief, necessary to protect and enforce the parties 'rights hereunder and prevent further breach of the obligations set forth herein. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and attorneys' fees.

e. Termination for Business Convenience. Either Party may terminate this Agreement for any or no reason whatsoever upon ninety (90) days' written notice. The provisions of Section 11(c) shall also apply in the case of a termination for business convenience.

12. MISCELLANEOUS

a. Dispute Resolution. The parties specifically acknowledge and agree that the sole and exclusive venue for any lawsuit filed as a result of a dispute related to this Agreement shall be the Fourth Judicial District Court of Utah County, Utah. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover its reasonable attorney's fees, expert costs, witness fees, court costs and other litigation expenses incurred in the enforcement of this Agreement.

b. Final Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either oral or written with respect thereto. This Agreement may be amended only by a written agreement signed by both parties.

c. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

d. Assignment. As described in Section 4 above, the parties acknowledge and agree that Network Owner may assign its duties and obligations to a Network Operator in Network Owner's sole discretion. Service Provider may not sublicense or assign any of its responsibilities under this Agreement without the express written consent of Network Owner, which consent shall not be unreasonably withheld.

e. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Network Owner, Service Provider and their respective successors and assigns.

f. Waivers. The failure by either party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of either party to demand strict compliance and performance therewith. None of the undertakings, agreements or covenants of the parties under this Agreement shall be

deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged specifying such waiver.

g. Solvency. Service Provider has an affirmative duty to annually certify to Network Owner of Service Provider's solvency.

h. Notices. Unless otherwise specifically provided in this Agreement, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by courier or overnight mail and shall be deemed to have been given when delivered in person or by courier service as follows:

If to Network Owner, to:	Lehi City 153 N 100 E Lehi, UT 84043 Attn: Legal
If to Service Provider, to:	SUMOFIBER LLC 1034 W 500 N Centerville, UT 84014 Telephone No. (801) 320-1000 Facsimile No. (801) 320-1001 Attn: Legal

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any reference in this Agreement to written notice shall include notice by email where receipt of the email can be reasonably verified by the sender and may be relied upon as valid and authentic written communication.

i. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement provided the essential terms of the Agreement remain the same.

j. Independent Contractor Status. Network Owner and Service Provider reserve no control whatsoever over the employment, discharge, compensation of or services rendered by the employees or contractors of each other. Nothing in this Agreement shall be construed as inconsistent with the foregoing independent status and relationship or as creating or implying a partnership or joint venture between Network Owner and Service Provider.

k. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

ENTERED INTO as of the Effective Date written above.

Network Owner:	S**ervice Provider:**
Lehi City Company Name	_____ Company Name
_____ Authorized Representative Name Printed	_____ Authorized Representative Name Printed
_____ Authorized Representative Title	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Authorized Representative Signature
_____ Date	_____ Date

EXHIBIT 1

NETWORK USE AND ACCESS FEES

Access fees Any other fees will be negotiated on an individual basis.

MONTHLY WHOLESALE RESIDENTIAL PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 52.00	$ 57.00	$ 67.00	$ 107.00

MONTHLY WHOLESALE BUSINESS PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 62.00	$ 72.00	$ 87.00	$ 137.00

NON-EXCLUSIVE NETWORK ACCESS AND RETAIL SERVICE AGREEMENT

This Non-Exclusive Network Access and Retail Service Provider Agreement ("**Agreement**"), is made and entered into as of the ___day of _____, 2022 ("**Effective Date**"), by and between Lehi City Corporation with its principle place of business located at 153 N 100 E, Lehi, Utah 84043 ("Network Owner") and XMission LC , a Utah company, with its principle place of business located at 51 E 400 S Ste 000, Salt Lake City, Utah 84111 ("**Service Provider**").

R E C I T A L S:

a. Network Owner has constructed, or will construct, a fiber optic network (the "Network") which will provide private retail service providers access to capacity on the Network to offer a variety of services, as defined herein, to end-users. Network Owner, on the terms and conditions contained in this Agreement, is willing to grant Service Provider a non-exclusive right to use the Network to provide services to those end-users who subscribe to Services from Service Provider.

b. Service Provider desires to enter into this Agreement to use the Network to provide services, as defined herein, on a non-exclusive basis, within the coverage area. The parties understand that Network Owner, at its sole discretion, may enter into agreements with other service providers and entities for use of or management of the Network.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Network Owner and Service Provider mutually agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

a. "Agreement" means this Agreement, any and all Exhibits and Attachments thereto, and any addenda or written amendments to which the parties may agree from time to time.

b. "Broadband Internet Access Service" means a retail service by wire or radio or other means that provides the capability to transmit data to and receive data from all or substantially all internet endpoints of a Subscriber, including any capabilities that are incidental to and enable the operation of the communications service. Broadband Internet Access Service must not be resold or transmitted to others or allowed to be used by others outside of the Subscriber's immediate household, their business, or for their personal use.

c. "Customer Premises" means any government building (including quasi-government buildings such as schools, etc.), commercial building, residence, multi-dwelling unit, or buildable lot that can be feasibly and reasonably served by the Network.

d. "Customer Premises Equipment" ("CPE") means terminal and associated equipment and inside wiring located at a customer's Premises which are necessary

for the receipt of Services, and which are provided and installed by Service Provider.

e. "Fiber Drops" means the last mile service extensions installed by the Network Owner to connect a Subscriber Premises to the Network, and after construction become a part of the Network.

f. "Fiber Optic Strands" means fiber optic cable strands to be installed by the Network Owner.

g. "Network" means and includes, without limitation, the City fiber optic network, a fiber optic loop including the Fiber Optic Strands, the Fiber Drops, and associated network equipment constructed by the City, and which may be operated, managed, monitored, and maintained by a Network Operator.

h. "Network Operator" means the entity with whom Network Owner contracts for Network management and day-to-day operation of the Network.

i. "Open Access" means the separation of the physical access to the network from the delivery of services. In an Open Access network, the Network Owner does not supply services for the Network; these services are supplied by separate retail service providers.

j. "Payment Due Date" shall have the meaning set forth in Section 5.a.

k. "Retail Service Provider" or "Service Provider" means any entity that has entered into a Non-Exclusive Network Access and Retail Service Agreement with Network Owner.

l. "Service(s)" means the various services that Service Provider offers to its Subscribers over the Network, which may include Internet, Voice, and Video Service.

m. "Subscriber(s)" means end-user residential or business customers who are being served by Service Provider through the Network. Subscribers may also be referred to as "Customer(s)."

n. "Term" means either the Initial Term or the then-applicable Renewal Term as outlined in Section 2.b.

o. "Video Service" means a multichannel video programming delivery service, as such term is defined under federal law and interpreted by the Federal Communications Commission, or its substantial equivalent.

p. "Voice Service" means interconnected voice over internet protocol ("VoIP") service as such term is interpreted by the Federal Communications Commission, or its substantial equivalent.

2. DESCRIPTION, TERM OF AGREEMENT

a. Service Provider Services. Service Provider shall provide retail services to Subscribers using the Network. Nothing in this Agreement shall require Service Provider to use the Network exclusively.

b. Term. Unless sooner terminated as provided in Section 11, this Agreement shall have an initial term of five (5) years from the Effective Date (**"Initial Term"),** and shall renew in additional three (3) year terms ("**Renewal Term**") that will each commence automatically unless either party at its sole discretion elects not to renew this Agreement by providing the other party at least one hundred and twenty (120) days written notice of termination prior to the expiration of the applicable Term.

3. NETWORK

a. Deployment. Network Owner will be deploying the Network in multiple phases. The development, design and installation of the Network shall be Network Owner's sole responsibility. Any undertaking to deploy additional phases of the Network shall be at Network Owner's sole discretion.

b. Network Design. Network Owner, at its cost and expense, shall be solely responsible for Network design. The Network shall be designed to deliver according to industry standards. Network Owner or Network Operator may provide multiple Ethernet network entry points for Service Provider. If multiple Ethernet network entry points are available, Service Provider may, at its sole discretion, select one or redundant entry points to connect into the Network. Service Provider shall be solely responsible for its costs to meet Network entry points including, but not limited to, interconnect costs, collocation space, rack rental, power, and other interfacing costs.

c. Installation of Network. Except as otherwise provided herein, Network Owner, at its cost and expense, shall be solely responsible for the Network installation, including, without limitation, procuring rights-of-way or easements, and purchasing and installing facilities and equipment required to light and operate the Network.

d. Network Ownership. Network Owner shall own, lease or retain other similar rights in and to all Network structures, improvements and components. This Agreement shall not confer on Service Provider any ownership or possessory interest in the Network, or any of its related facilities, equipment, easements or rights-of-way, or any other property.

4. NETWORK OPERATIONS

a. Network Operator. Service Provider acknowledges and agrees that Network Owner may contract with a Network Operator to fulfill certain of the Network Owner's operational and maintenance obligations hereunder.

b. Use of Contractors and Subcontractors. Service Provider may retain contractors and subcontractors to perform the Work on Service Provider's behalf.

c. Contractors to be Licensed. Service Provider's contractors and subcontractors used for the Work will be properly licensed under applicable law.

d. Network Control. As between Network Owner and Service Provider, Network Owner has autonomy and control over the day-to-day operations of the Network, including, but not limited to, managing the platform and functionalities available over the Network. Network Owner shall provide primary management and control for the Network from its network operations center. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator. Service Provider shall coordinate service turn-ups and Service deployment with the Network Owner or Network Operator at Network Owner's discretion.

e. Maintenance Responsibilities. During the Term, Network Owner shall, at its cost and expense, ensure that the Network is, at all times, maintained in good working order and repair and in a safe condition, in conformity with industry standards and all applicable laws and regulations. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

f. Troubleshooting. Network Owner shall respond to Network issues in accordance with Sections 4.e and 4.f. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

g. Repair Times. Network Owner shall ensure that any damage to, or malfunctioning portions of, the Network are restored in a timely manner. Pursuant to Section 4.a, Network Owner may assign these duties to Network Operator.

h. Repair Costs. To the extent repairs are required to the Network to fix damage caused by Service Provider, Service Provider shall be responsible to pay for such repair costs. To the extent damage is caused by Service Provider's Subscriber, Service Provider will reasonably assist Network Owner in making the recovery, if requested by Network Owner. Network Owner or Network Operator, at Network Owner's discretion, may also directly bill Service Provider's Subscribers for any such damages caused by such Subscriber.

5. PRICING AND PAYMENTS

a. Network Use and Access. Service Provider shall pay Network Owner the fees identified on Exhibit 1 for access to and use of the Network. The fees shall be due and payable thirty (30) days following Service Provider's receipt of an invoice. Fees shall be based on the average number of subscribers on the network for the month ended utilizing the method detailed in the table below:

Number of Subscribers at	50

12:01AM MST January 1	
Number of subscribers at 12:01AM MST January 31st	100
Number of subscribers billed for at month's end ((50+100)/2)	75

b. Local Fees. Service Provider shall bill for and remit to each municipality, county, or state, all applicable fees for Services imposed by those entities for Services within their jurisdictions, in the manner required by law, the actual or equivalent of applicable franchise fees, business license taxes, municipal telecommunications license taxes, E911 surcharges and other similar charges that Service Provider would have been required to pay if Service Provider were supplying Services to Subscribers utilizing its own fiber infrastructure without use of the Network, and Service Provider as allowed by law, is permitted to recover such fees, taxes, and charges by charging those fees to Service Provider's Subscribers.

c. Other Taxes and Fees. Service Provider shall be solely responsible for the collection and remittance of all applicable federal, state and local taxes, including, without limitation, income taxes, sales taxes, privilege taxes, or universal service fees.

d. Service Suspension. If Service Provider fails to pay or remit any non-disputed amounts when due, use of the Network may be suspended and terminated by Network Owner.

6. SERVICE PROVIDER'S RESPONSIBILITIES

a. Retail Internet Service. Service Provider may offer and provide business, government, and residential Customers Internet service via the Network. Subscribers may use the service for their personal use or the immediate use of their family or business. Service Provider must use commercially reasonable efforts to ensure that Customers do not resell or transmit their Internet service to others or allow it to be used by others outside of their immediate family, guests, or the Customer's business. Any violation of this condition will result in the Service being disconnected and the Service Provider being charged for the prohibited distribution of Services at a rate determined by Network Owner.

b. Voice and Video Service. Service Provide may offer Voice and Video Service(s) via the Network.

c. Service Authorizations. Service Provider shall obtain and maintain throughout the Term, at its expense, all necessary authorizations relating to the provision of Internet, Voice, and Video Services to customers and shall comply with all applicable laws and regulations relating the provision of such Services.

d. Subscriber Connection to Network. Prior to providing Services to a residential or business Subscriber, Service Provider shall obtain from each Subscriber acknowledgement of agreement to any terms of service.

e. Customer Service Responsibilities. Except to the extent set forth in (i), below, Service Provider shall be solely responsible for all aspects of the Subscriber relationship for all retail Services provided by Service Provider, as set forth in this subsection:

   i. Subscriber Support. Service Provider is solely responsible for receiving, servicing, and resolving directly all requests for support from Subscribers, including, but not limited to, technical, billing, sales, and marketing inquiries. In the event the Service Provider cannot resolve the Subscriber's inquiry, the Service Provider may (1) contact the Network Owner or Network Operator or (2) if the issue is escalated and requires the Network Operator's involvement, the Service Provider may contact the Network Operator and include the Subscriber on a conference call. Network Owner shall ensure that a call center accepting calls from Service Provider to resolve inquiries involving repair, maintenance or other contact with the Network is maintained. Service Provider shall only direct a Subscriber to contact the Network Operator for customer support when absolutely necessary and only when the Service Provider is included on the call. Subscribers should never be directed to contact the Network Owner unless both a Service Provider representative and a Network Operator representative approve the contact.

   ii. Billing/Collections. Service Provider is responsible for all invoicing, billing and collection activities related to its Subscribers for the Services it provides.

   iii. Sales and Marketing. Service Provider is responsible for any and all sales and marketing activities relating to Service Provider's Services, including but not limited to pricing of Services, description of Services, and promotional activities. Nothing in this Agreement shall restrict or limit Network Owner's ability to independently promote all or any portion of the Network, its Service Providers, and/or the service offered across the Network.

f. Network Service Claims. Service Provider shall not make any representations or statements regarding the Network that are inconsistent with representations or statements made in this Agreement.

g. Service Provider's Use of Network Owner's Brand Name and/or Logo. Each party may use the other party's brand name and/or logo in such party's marketing materials, advertisements and/or press releases, provided that such use shall be in accordance with the other party's brand use/style guidelines that are provided from time to time.

h. Public Benefits. Service Provider agrees to use good faith efforts to consult with Network Owner on developing initiatives designed to benefit the public, which may include, but are not limited to, increasing access to broadband services, improving digital literacy, bridging the digital divide, and seeking to provide network services in public parks and plazas.

i. Cybersecurity. Service Provider is responsible to ensure its adherence to appropriate cybersecurity metrics and standards for the operational security of the Network. Service Provider warrants to the Network Owner and Network Operator that Service Provider will maintain periodic training for its Employees or Representatives on topics related to social engineering, phishing scams, and other relevant cybersecurity tactics. Service Provider also warrants that all of Service Provider's electronics connected to the Network will be maintained with appropriate firewalls, up to date anti-virus software, and any other metrics necessary to maintain the integrity and cybersecurity of the Network. Service Provider may, at its option, provide material, software, training, or other helpful resources to its Customers to assist in preventing undue harm to the Customer. Network Owner will provide appropriate physical security to the Network and its operations. The Service Provider shall provide an annual cybersecurity audit to Network Owner.

j. Service Pricing. All pricing for Services must be disclosed to Subscriber, including the accurate and total costs for Services from the Service Provider.

k. Denial-of-Service Attacks. Service Provider is responsible for monitoring its segment of the network for all forms of denial-of-service attacks and will make every effort to mitigate such attacks in a timely manner. If the Service Provider is unable to mitigate such attacks the Network Owner may intervene to protect the integrity of the network.

7. REPRESENTATIONS AND WARRANTIES

Network Owner's Representations and Warranties. Network Owner represents and warrants to Service Provider as follows:

a. Binding Obligation. This Agreement, when duly executed by Network Owner, shall constitute a valid, legal, and binding obligation of Network Owner, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Network Owner has been duly authorized to sign this Agreement.

b. Compliance with Government Requirements. To the best of its knowledge, Network Owner has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Network Owner's right or ability to execute, and perform in accordance with the terms of, this Agreement.

c. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the

transactions contemplated by this Agreement, or Network Owner's rights under, or ability to perform pursuant to the terms of, this Agreement.

d. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds and other indentures of Network Owner.

e. Resources and Capacity. Network Owner, or Network Operator, possesses sufficient financial, managerial, and technical capacity and resources to perform its obligations under this Agreement.

Service Provider's Representations and Warranties. Service Provider represents and warrants to Network Owner as follows:

a. Authority. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Utah, and possesses all requisite power and authority to enter into and to perform in accordance with the terms, covenants and conditions contained in this Agreement.

b. Restrictions. The execution and delivery of this Agreement, any instrument or document required by this Agreement, and the consummation of the transactions contemplated by this Agreement will not violate any restriction contained in Service Provider's organizational document, or any statute, ordinance, law, order, ruling, certificate or license, regulation, judgment or demand of any court, regulatory agency or other tribunal to which Service Provider is subject.

c. Binding Obligation. This Agreement, when duly executed by Service Provider, shall constitute a valid, legal, and binding obligation of Service Provider, and shall be enforceable in accordance with its terms. The individual executing this Agreement on behalf of Service Provider has been duly authorized to sign this Agreement.

d. Resources and Capacity. Service Provider possesses and shall at all times during the term, and any renewal thereof, maintain sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this Agreement.

e. Compliance with Government Requirements. To the best of its knowledge, Service Provider has not violated any rule, order or regulation issued by any government authority with respect to any license, permit, or franchise which may materially and adversely affect Service Provider's right or ability to execute, and perform in accordance with the terms of, this Agreement.

f. Proceedings. To the best of its knowledge, no litigation or government proceeding is pending or threatened which might adversely affect this Agreement, the transactions contemplated by this Agreement, or Service Provider's rights under, or ability to perform pursuant to the terms of, this Agreement.

g. Financing Restrictions. This Agreement does not violate any terms, covenants, conditions or restrictions in any mortgages, bonds or other indentures of Service Provider.

h. Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NETWORK OWNER MAKES NO WARRANTIES REGARDING THE NETWORK, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE NETWORK WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION.

8. COVENANTS

a. Conduct of Business. Network Owner will install and support the Network in accordance with engineering specifications, will ensure that the Network is operated by its agents in a safe manner, and will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to the Network and its operation. Service Provider will use its best efforts to comply in all material respects with applicable laws, regulations and government orders applicable to Service Provider's use of the Network to provide Services. Service Provider and its end users will comply with any Acceptable Use Policies which Network Owner or Network Operator may adopt and modify from time to time, provided that Network Owner or Network Operator shall give Service Provider 60 days after a change is made to the Acceptable Use Policies to comply with such change(s).

b. Government Records Access and Management Act ("GRAMA"). The Parties hereby agree that Network Owner is subject to the requirements of GRAMA. All materials submitted to Network Owner by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure under GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Service Provider, and Service Provider shall comply with the requirements of GRAMA in asserting any such exemption. Such materials may be classified as "protected" by Network Owner under GRAMA. Network Owner shall make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider may, at Service Provider's sole expense, take any appropriate actions to prevent disclosure of any exempted material.

c. Confidentiality. As used herein, "Confidential Information" includes, without limitation, the following information: know-how, trade secrets, business plans, personnel information, financial information, marketing plans, pricing information, product information, customer information, building plans, computer systems, software code, system logic and systems, and network architecture and layout. Notwithstanding section 8.b above, the Parties believe some information pertaining to the Network, the Agreement, and Network information subsequently submitted to Service Provider by Network Owner or Network Operator or by Service Provider to Network Owner or Network Operator constitute trade secrets, are otherwise

commercially sensitive, or relate to general security or public safety information. A Party shall not disclose the other Party's Confidential Information, without that Party's prior written authorization. The Parties shall strictly maintain the confidentiality of the Confidential Information, which obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that unauthorized disclosure or use of the Confidential Information may cause substantial and irreparable injury that money damages will not adequately compensate for such injury, and that the Parties are entitled to obtain, among other remedies, immediate injunctive and other equitable relief for any breach of this Section, without any requirement to post a bond. This Section 8.c shall survive the termination of this Agreement and shall be binding upon the Parties irrespective of whether the Confidential Information may be otherwise publicly available under any statute or other theory of law.

d. Privacy of Customer Information. Service Provider and Network Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances regarding the protection and use of customer proprietary information.

e. Electronic Surveillance in Support of Law Enforcement. The parties acknowledge that Service Provider and Network Owner from time to time may be required to provide a Law Enforcement Agency ("LEA") with the capability to conduct electronic surveillances on the Subscribers. Where Network Owner is providing the underlying network facilities for on-net local voice calls between Service Provider's customers on Network, Network Owner agrees to provide Service Provider access to any necessary elements of its Network required to comply with federal, state and local electronic surveillance requirements; provided, however, that the implementation and provision of any such electronic surveillance with respect to the Subscribers shall be Service Provider's sole responsibility and implemented by Service Provider's employees or agents, unless otherwise required by law or to fulfill Service Provider's compliance with such law. Service Provider shall be responsible for filing any and all reports with all applicable governmental agencies related to compliance with the provisions of this Section 8.e. If Service Provider receives a court order that requires the assistance of Network Owner or Network Operator to capture or monitor on-net activity, Service Provider shall advise the LEA that Network Owner's assistance is required so the LEA may direct and serve the court order upon Network Owner. If either Network Owner or Service Provider receives an initial inquiry from the LEA, prior to the issuance of a court order, which will require the assistance of the other party to capture or monitor on-net activity, that party shall request the LEA to name and serve both Network Owner and Service Provider.

f. Quality of Service Standards. Service Provider shall comply with the applicable federal, state, and local laws, regulations and ordinances regarding quality of service standards for all of its Services.

g. Government Approvals. Each party represents that is has all necessary government approvals to enter into and perform its obligations under this Agreement, and shall comply with all applicable federal, state, and local rules and regulations.

h. Notice of Damage or Destruction. If any portion of the Network is physically damaged or destroyed, Network Owner (or its Network Operator) and Service Provider shall give immediate notice to the other party of the damage or destruction. Network Owner (and its Network Operator) and Service Provider shall reasonably cooperate with each other to reroute or substitute services delivered by means of the affected portion of the Network to allow for continued and least interrupted service to customers.

i. Insurance. Service Provider and Network Owner shall at all times, at their own cost and expense, procure and maintain insurance to cover their respective duties assumed under this Agreement, including workers compensation, commercial general liability and property damage insurance, as well as such other insurance as may be required by law. Further, Network Owner and Service Provider shall require their respective contractors, subcontractors and agents to maintain adequate insurance coverage to respond to the types and degree of risk posed by the work performed by such parties. Service Provider will carry and maintain Commercial General Liability (CGL) insurance, with policy limits not less than $3,000,000 in aggregate and $1,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names Network Owner, its employees, and officers as additional insureds. Service Provider shall increase the commercial general liability limits contained herein to cover any increase in Network Owner's potential liability under the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et. seq.) or successor provision.

j. Annually, all insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed or electronically delivered directly to City's insurance compliance representative at the following address:

Scott Sampson
ssampson@lehi-ut.gov
Risk Manager
128 N 100 E
Lehi, Utah 84043

k. Regulatory Reporting Requirements. Network Owner will provide Service Provider all information and documents, within Network Owner's control, as necessary to permit Service Provider to comply with regulatory reporting requirements. Pursuant to Section 4.a, Network Owner may assign these obligations to its Network Operator.

l. Cooperation With Network Owner's Network Operator. In the event Network Owner contracts with a Network Operator to manage the Network, Service Provider shall cooperate with the Network Operator with respect to the obligations hereunder.

9. LIABILITY AND INDEMNIFICATION

a. Indemnification. A Party ("Indemnitor") shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the other Party and its officers, board members, employees, agents and representatives, ("Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or relating to the acts or omissions of the Indemnitor or those for whom the Indemnitor is responsible, but only to the extent caused by the negligent acts or omissions of the Indemnitor (or anyone for whom Indemnitor is responsible). This indemnification obligation shall survive termination of this Agreement. The Indemnitee shall, at its own expense, have the right to choose its own counsel to represent it in connection with any claim arising from this Agreement.

b. No Consequential Damages; Limitation of Liability. Direct Damages Only. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR ANY INDIVIDUAL OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR NOT, INCLUDING BUT NOT LIMITED TO ANY LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, LOST REVENUES, LOST SAVINGS, HARM TO BUSINESS, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED. SERVICE PROVIDER'S LIABILITY TO NETWORK OWNER SHALL BE LIMITED TO THE AMOUNTS COLLECTED FROM SERVICE PROVIDER'S SUBSCRIBERS FOR THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED DAMAGE OR CLAIM.

   NOTHING CONTAINED IN THIS SECTION 9.b SHALL LIMIT NETWORK OWNER'S OR SERVICE PROVIDER'S LIABILITY TO THE OTHER FOR (i) GROSS NEGLIGENCE, WILLFUL, OR INTENTIONAL MISCONDUCT OR (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY NETWORK OWNER'S OR SERVICE PROVIDER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 9.b LIMIT THE PARTIES ' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED IN THIS AGREEMENT.

c. Third Party Claims. Except as set forth in Sections 9.a and 9.b, nothing in this Agreement shall be construed to create rights in, or duties or liabilities to, or any

standard of care with reference to, or to grant remedies to, any person or entity not a party to this Agreement.

d. Limitation of Network Owner Liability. Service Provider shall have sole responsibility for the provision of Services to its Subscribers. Network Owner shall in no way be deemed to guarantee the adequacy of Service Provider's Services for such Subscibers' needs or requirements; subject, however, to Network Owner meeting industry standard quality and reliability specifications.

10. FORCE MAJEURE

a. Excusal of Performance. Neither party will be deemed in violation of this Agreement if the party is prevented from performing any of the obligations under this Agreement in whole or in part by reason of any unforeseeable event or circumstance, or combination of events or circumstances, arising after the Agreement effective date and beyond the reasonable control of, and not the result of the negligent or intentional actions or omissions of, or caused by, the party that seeks to excuse, in whole or in part, that party's performance of this Agreement and its obligations hereunder, and that is unavoidable or could not be prevented or overcome by the reasonable efforts and due diligence (a "Force Majeure Event").

b. Force Majeure Events. Events that may give rise to a Force Majeure Event may include acts of God, natural disasters, extreme weather and storms, lightning, floods, fires, earthquakes, or other natural occurrences; civil disturbances; strikes or other labor unrest (unless they only concern the party claiming Force Majeure); catastrophic power failures; terrorist activity, riots, war, nuclear, or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; pandemics, epidemics, plague, infectious disease or viral outbreak or other public health crisis; or any other circumstances that are not within the reasonable control of, or the result of the negligence of, the claiming party, and which, by the exercise of due diligence, the claiming party is unable to overcome or avoid or cause to be avoided.

c. Exclusion From Force Majeure. A Force Majeure Event shall not, however, include actions of a government authority with respect to Service Provider's compliance with applicable laws or permits; any failure by the Service Provider to obtain or maintain any permit it is required to obtain or maintain; and any act, omission, delay, default, or failure (financial or otherwise) of a subcontractor to a party.

d. Notification. In the event of a Force Majeure Event, the party who first becomes aware of the event shall promptly give written notice to the other party of such event. When either party becomes aware of the end of the Force Majeure event, it shall give notice to the other party.

11. BREACH AND TERMINATION

a. Material Breach. A Material Breach under this Agreement shall occur:

(i) if a party fails to perform one or more of its responsibilities as set forth in this Agreement, such breach is not excused by any provision of this Agreement, and such breach continues un-remedied for a period of thirty (30) days following receipt of written notice from the non-breaching party. If the breach by its nature cannot be cured within thirty (30) days and the breaching party within that time has commenced its cure, there shall be no Default as long as the party diligently continues such cure to completion.

(ii) immediately without delivery of notice upon: (a) the insolvency of Service Provider, as determined by Service Provider's inability to pay its debts to creditors as they become due, (b) the filing by Service Provider of a voluntary petition in bankruptcy, (c) the involuntary commencement against Service Provider for any proceedings under any law relating to insolvency or bankruptcy which is not vacated within 30 days, (d) adjudication of Service Provider as bankrupt or insolvent pursuant to an involuntary petition, (e) the appointment by any court of competent jurisdiction of a temporaray or permanent receiver, custodian, trustee or other officer having similar powers for Service Provider or Service Provider's business, who is not removed within 30 days, (f) any levy under attachment, garnishment, execution or any other similar process against Service Provider which is not vacated within 30 days or removed by payment or bonding, (g) any assignment by Service Provider for the benefit of its creditors, or (f) Service Provider's failure to immediately notify Network Owner in writing upon the occurence of any of the above-listed events.

b. Termination for Material Breach. In the event of a defaulting party's failure to cure any breach or default within the time allowed in Section 11.a, the non-defaulting party may terminate the Agreement by providing written notice to the defaulting party.

c. Rights upon Termination. Upon the termination of this Agreement, the parties shall continue to abide by the terms of the Agreement. The termination period shall last a period of up to two (2) weeks following the date of termination notice. Service Provider shall have the right to use the Network to deliver Services during the termination period only as necessary to continue service to existing Subscribers until such Subscribers are migrated to any alternative service provider. Service Provider is required to use best commercial efforts to transition its Subscribers to another service provider using the Network, if available, within thirty (30) days after the date of receipt or provision of a termination notice. Following the thirty (30) day period after the date of termination notice, Network Owner may directly transfer Service Provider's Subscribers to alternative service providers, or to any other alternative solution reasonably necessary to maintain the Subscribers' continuity of services, and Network Owner may take such other reasonable actions that may be necessary to prevent service disruptions to Subscribers as a result of the termination of this Agreement. Nothing in this Agreement shall preclude either party from also pursuing other available remedies, including damages, injunctive relief, and costs.

d. Equitable Relief. In the event of a Material Breach or threatened Material Breach monetary damages may be inadequate to fully protect the parties. Accordingly, in the event of a Material Breach or anticipated Material Breach of this Agreement, the parties may seek injunctive relief, or any other equitable relief, necessary to protect and enforce the parties 'rights hereunder and prevent further breach of the obligations set forth herein. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available at law or in equity for such breach or threatened breach, including the recovery of damages and attorneys' fees.

e. Termination for Business Convenience. Either Party may terminate this Agreement for any or no reason whatsoever upon ninety (90) days' written notice. The provisions of Section 11(c) shall also apply in the case of a termination for business convenience.

12. MISCELLANEOUS

a. Dispute Resolution. The parties specifically acknowledge and agree that the sole and exclusive venue for any lawsuit filed as a result of a dispute related to this Agreement shall be the Fourth Judicial District Court of Utah County, Utah. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to recover its reasonable attorney's fees, expert costs, witness fees, court costs and other litigation expenses incurred in the enforcement of this Agreement.

b. Final Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either oral or written with respect thereto. This Agreement may be amended only by a written agreement signed by both parties.

c. Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

d. Assignment. As described in Section 4 above, the parties acknowledge and agree that Network Owner may assign its duties and obligations to a Network Operator in Network Owner's sole discretion. Service Provider may not sublicense or assign any of its responsibilities under this Agreement without the express written consent of Network Owner, which consent shall not be unreasonably withheld.

e. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Network Owner, Service Provider and their respective successors and assigns.

f. Waivers. The failure by either party at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of either party to demand strict compliance and performance therewith. None of the undertakings, agreements or covenants of the parties under this Agreement shall be

deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the party to be charged specifying such waiver.

g. Solvency. Service Provider has an affirmative duty to annually certify to Network Owner of Service Provider's solvency.

h. Notices. Unless otherwise specifically provided in this Agreement, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by courier or overnight mail and shall be deemed to have been given when delivered in person or by courier service as follows:

If to Network Owner, to:	Lehi City 153 N 100 E Lehi, UT 84043 Attn: Legal
If to Service Provider, to:	SUMOFIBER LLC 51 E 400 S Ste 000 Salt Lake City, UT 84111 Telephone No. Facsimile No. Attn:

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any reference in this Agreement to written notice shall include notice by email where receipt of the email can be reasonably verified by the sender and may be relied upon as valid and authentic written communication.

i. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement provided the essential terms of the Agreement remain the same.

j. Independent Contractor Status. Network Owner and Service Provider reserve no control whatsoever over the employment, discharge, compensation of or services rendered by the employees or contractors of each other. Nothing in this Agreement shall be construed as inconsistent with the foregoing independent status and relationship or as creating or implying a partnership or joint venture between Network Owner and Service Provider.

k. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

ENTERED INTO as of the Effective Date written above.

Network Owner:	S**ervice Provider:**
Lehi City Company Name	_____ Company Name
_____ Authorized Representative Name Printed	_____ Authorized Representative Name Printed
_____ Authorized Representative Title	_____ Authorized Representative Title
_____ Authorized Representative Signature	_____ Authorized Representative Signature
_____ Date	_____ Date

EXHIBIT 1

NETWORK USE AND ACCESS FEES

Access fees Any other fees will be negotiated on an individual basis.

MONTHLY WHOLESALE RESIDENTIAL PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 52.00	$ 57.00	$ 67.00	$ 107.00

MONTHLY WHOLESALE BUSINESS PRICING				
Package	250 Mbps	1000 Mbps	2 Gbps	10 Gbps
Wholesale Rate	$ 62.00	$ 72.00	$ 87.00	$ 137.00

Agenda Item No: 5

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-87, authorizing the issuance and the sale of not to exceed $4,000,000 aggregate principal amount of Water Revenue Bonds.

Suggested Action:

Attachments:

Res 2022-87.docx

RESOLUTION 2022-87

A Resolution authorizing the issuance and the sale of not to exceed $4,000,000 aggregate principal amount of Water Revenue Bonds

*** *** ***

WHEREAS, Lehi City (the *"City"*) considers it necessary and desirable and for the benefit of the City to issue its water revenue bonds as hereinafter provided for the purpose of (a) financing all or a portion of the cost of the acquisition and construction of secondary water meters (the *"Project"*) to the City's culinary water and pressurized irrigation systems (collectively, the *"System"*), (b) funding any necessary reserves in connection with the Bonds, and (c) paying the costs incurred in connection with the issuance and sale of the Bonds pursuant to authority contained in the Local Government Bonding Act (the "*Act*"), Chapter 14 of Title 11, Utah Code Annotated 1953, as amended (the *"Utah Code"*) and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Water Revenue Bonds in an aggregate principal amount not to exceed $4,000,000 (the *"Bonds"*) pursuant to a Master Trust Indenture (the *"Master Indenture"*), and a Supplemental Indenture (the *"Supplemental Indenture"* and, together with the Master Indenture, the *"Indenture"*), and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture;

WHEREAS, the City is authorized by the Utah Code to acquire, construct and improve the Project, to enter into the Master Indenture and the Supplemental Indenture, and to issue the Bonds to finance a portion of the cost of acquisition, construction and improvement of the Project, to fund any necessary reserves, and to pay all related costs authorized by law;

WHEREAS, the State of Utah, Board of Water Resources (the *"State Agency"*) has agreed to purchase the Bonds and, in the opinion of the Issuer, it is to the best interests of the Issuer that the offer of the State Agency to purchase the Bonds be accepted;

WHEREAS, in the opinion of the City Council, it is in the best interests of the City that the Designated Officer be authorized to approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds; and

WHEREAS, Sections 11-14-316 of the Utah Code provides for the publication of a Notice of Bonds to be Issued (the *"Notice of Bonds"*) and the running of a 30-day contest period, and the City desires to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

WHEREAS, Section 11-14-318 of the Act requires that a public hearing be held to receive input from the public with respect to the issuance of Bonds and the potential economic impact that the Project will have on the private sector and that notice of such public hearing be given as provided by law and, in satisfaction of such requirement, the City desires to publish a Notice of Public Hearing (the *"Notice of Public Hearing"*) pursuant to such Section;

WHEREAS, the City desires (a) to provide for the holding of a public hearing and (b) to direct the publication of the Notice of Public Hearing, as required by law;

WHEREAS, the State Agency requires the City to give written notice to all users of the System informing such users of the City's intent to issue the Bonds and the City desires to cause such notice to be delivered to all users of the System; and

WHEREAS, a portion of the expenditures relating to the Project (the *"Expenditures"*) (i) have been paid by the City within the sixty days prior to the passage of this Resolution or (ii) will be paid by the City on or after the passage of this Resolution and prior to the issuance of the Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lehi City, Utah, as follows:

Section 1. Issuance of Bonds. (a) For the purposes set forth above, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in the aggregate principal amount not to exceed $4,000,000. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(b) The form of the Bonds set forth in the form Supplemental Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved.

(c) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Net Revenues (as defined in the Indenture) received by the City and of certain other moneys held under the Indenture on a parity with any other Bonds (as defined in the Indenture) issued from time to time under the Master Indenture. The Bonds shall not be obligations of the State or any other political subdivision thereof, other than the City, and neither the faith and credit nor the ad valorem taxing or appropriation power of the State or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Bond Details; Delegation of Authority. (a) The Bonds shall mature in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually each year, and at the rates per annum and commencing on the dates, all as provided in the Supplemental Indenture.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer are hereby authorized to make such determinations and effectuations:

(i) the principal amount of each series of the Bonds necessary to accomplish the purpose of the Bonds set forth in the recitals hereto and the aggregate principal amount of each series of the Bonds to be executed and delivered pursuant to the Indenture; *provided* that the aggregate principal amount of the Bonds shall not exceed Four Million Dollars ($4,000,000);

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the Bonds mature over a period of not to exceed 19 years from their date or dates;

(iii) the interest rate or rates of the Bonds and the date on which payment of such interest commences, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 1.00% per annum;

(iv) the sale of the Bonds and the purchase price to be paid by the State Agency of such Bonds; *provided, however*, that the discount from par of each series of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the time and redemption price at which the Bonds may be called for redemption prior to their maturity at the option of the City;

(vii) the amount of reserves, if any, necessary to be maintained in connection with the Bonds, if any;

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this resolution and the Parameters Resolution.

For purposes of this resolution and the Bonds, *"Designated Officer"* means the (i) Mayor, or (ii) in the event of his or her absence or incapacity, the Mayor Pro Tem, or (iii) in the event of the his or her absence or incapacity, any other member of the City Council.

Following the sale of the Bonds, the Designated Officer shall obtain such information as they deem necessary to make such determinations as provided above and shall make such determinations as provided above and shall execute the Supplemental Indenture containing such terms and provisions of such series of the Bonds, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Supplemental Indenture shall be deemed to be incorporated into this Section 2.

Section 3. Approval and Execution of the Master Indenture and the Supplemental Indenture. The Master Indenture, attached hereto as *Exhibit A,* and the Supplemental Indenture, in substantially the form attached hereto as *Exhibit B,* are hereby authorized and approved, and the

Mayor or the Mayor Pro Tem is hereby authorized, empowered and directed to execute and deliver the Supplemental Indenture on behalf of the City, and the City Recorder or any Deputy City Recorder is hereby authorized, empowered and directed to attest the Supplemental Indenture, with such changes to the Supplemental Indenture from the form attached hereto as are approved by the Mayor or the Mayor Pro Tem, his or her execution thereof to constitute conclusive evidence of such approval. The provisions of the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The Master Indenture and the Supplemental Indenture shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act of Utah.

Section 4. Sale of the Bonds. (a) The Bonds are hereby authorized to be sold to the State Agency at the price set forth in the Supplemental Indenture, *provided* that such terms and provisions shall not exceed the limitations set forth in Section 1 herein.

(b) The Bonds shall be delivered to the State Agency and the proceeds of sale thereof applied as provided in the Indenture.

(c) The Mayor is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and the City Recorder is hereby authorized, empowered and directed to attest such execution and to countersign, and to affix the seal of the City.

Section 5. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. If (a) the Mayor, (b) the City Recorder, (c) the City Treasurer or (d) the City Administrator shall be unavailable or unable to execute or attest and countersign, respectively, the Bonds or the other documents that they are hereby authorized to execute, attest and countersign, the same may be executed, or attested and countersigned, respectively, (i) by the Mayor Pro Tem, (ii) by any Deputy City Recorder, (iii) by the Finance Director or (iv) an Assistant City Administrator. Without limiting the generality of the foregoing, the officers and employees of the City are authorized and directed to take such action as shall be necessary and appropriate to issue the Bonds.

Section 6. Prior Acts Ratified, Approved and Confirmed. All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Sections 11-14-316 of the Utah Code, the City Recorder shall cause the Notice of Bonds, in substantially the form attached hereto as *Exhibit C,* to be published one time in *The Daily Herald,* a newspaper of general circulation in the City.

For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this Resolution (including the form of the Master Indenture and Supplemental Indenture attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Bond Resolution and the Supplemental Indenture) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 8. Publication of Notice of Public Hearing. The City Recorder shall cause to be published the Notice of Public Hearing on the Utah Public Notice Website at least 14 days prior to the date set for the public hearing. The Notice of Public Hearing shall be in substantially the form attached hereto as *Exhibit D*.

Section 9. Notice to Users of the System. The District shall cause a notice of the District's intent to issue the Bonds to be delivered to each user of the System. Such notice shall be in substantially the form attached hereto as *Exhibit E*

Section 10. Reimbursement of Expenditures. The City reasonably expects to reimburse the Expenditures with proceeds of the Bonds.

Section 11. Resolution Irrepealable. Following the execution and delivery of the Supplemental Indenture, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 12. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 13. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(*Signature page follows.*)

ADOPTED AND APPROVED by the City Council of Lehi City, Utah, this October 11, 2022.

LEHI CITY, UTAH

_____

Mayor

ATTEST:

_____

City Recorder

EXHIBIT A

[ATTACH MASTER INDENTURE]

EXHIBIT B

[ATTACH FORM OF SUPPLEMENTAL INDENTURE]

EXHIBIT C

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-14-316, Utah Code Annotated 1953, as amended, that on October 11, 2022, the City Council (the *"Council"*) of Lehi City, Utah (the *"City"*), adopted a resolution (the *"Resolution"*) in which it authorized and approved the issuance of its Water Revenue Bonds (the *"Bonds"*), in an aggregate principal amount of not to exceed Four Million dollars to bear interest at a rate or rates of not to exceed one percent per annum and to mature not later than nineteen years from their date or dates and to be sold at a discount from par not to exceed two percent. The Bonds shall be subject to such optional and mandatory redemption and other provisions as are contained in the Master Trust Indenture, described below, and the final form of the Bonds and Supplemental Indenture, described below.

Pursuant to the Resolution, the Bonds are to be issued for the purpose of (a) financing all or a portion of the cost of acquiring and constructing secondary water meters (the *"Project"*) to the City's culinary water and pressurized irrigation system (the *"System"*), (b) funding all or a portion of any necessary reserves in connection with the Bonds, and (c) paying all or a portion of the costs incurred in connection with the issuance and sale of the Bonds. The Bonds are to be issued and sold by the City pursuant to the Resolution and a Master Trust Indenture (the *"Master Indenture"*) and a Supplemental Indenture (the *"Supplemental Indenture"*) that were before the Council and attached to the Resolution at the time of the adoption of the Resolution; *provided* that the principal amount, interest rate or rates, maturity and discount, if any, will not exceed the respective maximums described above.

The repayment of the Bonds will be secured by a pledge of the net revenues from the System (the *"Net Revenues"*).

The City currently has $16,295,000 bonds currently outstanding that are secured by the Net Revenues. More detailed information relating to the City's outstanding bonds can be found in the City's most recent Comprehensive Annual Financial Report that is available on the Office of the Utah State Auditor's website (www.sao.state.ut.us). The estimated total cost to the City of the proposed Bonds that will be used to finance the costs of the Project, if the Bonds are held until maturity and based on estimated interest rates currently in effect, is $3,955,450.

A copy of the Resolution (including the drafts of the Supplemental Indenture and a copy of the Master Indenture attached to the Resolution) is on file in the office of the City Recorder at 153 North 100 East, in Lehi, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

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

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

DATED _____, 2022.

LEHI CITY, UTAH

EXHIBIT D

LEHI CITY, UTAH
NOTICE OF PUBLIC HEARING WITH RESPECT TO
WATER REVENUE BONDS

PUBLIC NOTICE IS HEREBY GIVEN that the City Council (the *"Council"*) of Lehi City, Utah (the *"City"*), shall hold a public hearing to receive input from the public with respect to the issuance of its Water Revenue Bonds (the *"Bonds"*) to finance all or a portion of the cost of acquiring and constructing secondary water meters (the *"Project"*) to the City's culinary water and pressurized irrigation system (the *"System"*) and the potential economic impact that the Project will have on the private sector, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the *"Act"*).

PURPOSE FOR ISSUING BONDS

The City intends to issue the Bonds for the purpose of (1) financing all or a portion of the costs of the acquisition, construction and improvement of the Project, (2) funding any necessary reserves and contingencies in connection with the Bonds, and (3) paying the costs incurred in connection with the issuance and sale of the Bonds.

MAXIMUM PRINCIPAL AMOUNT OF THE BONDS

The City intends to issue the Bonds in an aggregate principal amount not exceeding $4,000,000.

WATER REVENUES PROPOSED TO BE PLEDGED

The City proposes to pledge to the payment of the Bonds the net revenues from the System (the *"Net Revenues"*).

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City will hold a public hearing during its City Council meeting that begins at 7:00 p.m. on October 25, 2022. The public hearing will be held at the regular meeting place of the Council at 153 North 100 East, in Lehi, Utah. All members of the public are invited to attend and participate in the public hearing. Written comments may be submitted to the City, to the attention of the City Recorder, prior to the public hearing.

PURPOSE FOR HEARING

The purpose of the hearing is to receive input from the public with respect to the issuance of the Bonds and the potential economic impact that the Project will have on the private sector.

DATED _____, 2022.

LEHI CITY, UTAH

EXHIBIT E

NOTICE TO USERS OF THE SYSTEM

REQUEST FOR PUBLIC COMMENT ON LOAN APPLICATION TO THE BOARD OF WATER RESOURCES

Lehi City (the *"City"*) has applied to the Utah Board of Water Resources (*"Board of Water Resources"*) for a loan (the *"Loan"*) to finance a portion of the cost of the acquisition and construction secondary water meters (the *"Project"*) to the City's culinary water and pressurized irrigation system (the *"System"*). Security for the Loan would be provided through the sale of a non-voted revenue bond (the *"Bond"*) to the Board of Water Resources. The Bonds will be issued for a total of $3,643,000, which amount will be repaid to the Board of Water Resources over a period of approximately 17 years with an interest rate of 1.00%. Payments will be made from the net revenues of the System.

It is the policy of the Board of Water Resources to provide a 15-day period for public comment prior to the purchase of any non-voted revenue bonds. In this regard, the Board is soliciting the comments of the users of the System (either for or against the Project). Interested individuals are encouraged to response *in writing* before October 26, 2022. All written comments received prior to that date will be reviewed by the Board of Water Resources prior to the final decision on whether to proceed with the Bond purchase. Comments should be addressed either to the City or the Board of Water Resources:

Lehi City
153 North 100 East
Lehi, Utah 84043

or

Board of Water Resources
P.O. Box 146201
Salt Lake City, Utah 84114-6201

Thank you for your consideration in this matter

Sincerely,

LEHI CITY, UTAH

By_____
Mayor

Agenda Item No: 6

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #2022-88, authorizing and approving the execution and delivery of a Master Lease Agreement by and between the City and the Local Building Authority of Lehi City (the "Authority"), a Ground Lease Agreement and Bond Purchase Contract; authorizing the issuance and sale by the Authority of its lease revenue bonds, series 2022, in an aggregate principal amount of not more than $29,000,000; and related matters.

Suggested Action:

Attachments:

Res 2022-88 Resolution of City -LBA Lehi Lease Revenue Bonds 2022.docx

General Indenture - Lehi LBA Lease Revenue 2022.docx

First Supplemental Indenture - Lehi LBA Lease Revenue 2022.docx

Ground Lease - Lehi LBA Lease Revenue 2022.docx

Master Lease - Lehi LBA Lease Revenue 2022.docx

Leasehold Deed of Trust - Lehi LBA Lease Revenue 2022.docx

Assignment of Ground Lease - Lehi LBA Lease Revenue 2022.docx

Bond Purchase Agreement - Lehi LBA Lease Revenue Bonds 2022 Stifel (QB).docx

Preliminary Official Statement - Lehi LBA Lease Rev Bonds 2022.docx

Lehi, Utah

October 11, 2022

The City Council (the "Council") of Lehi City, Utah (the "City"), met in regular session at 7:00 p.m. on October 11, 2022, with the following members present:

Mark Johnson	Mayor
Paige Albrecht	Councilmember
Chris Condie	Councilmember
Paul Hancock	Councilmember
Katie Koivisto	Councilmember
Mike Southwick	Councilmember

Also present:

Jason Walker	City Administrator
Dean Lundell	Finance Director
Teisha Wilson	City Recorder

Absent:

The meeting was duly called to order and the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this October 11, 2022, meeting, a copy of which is attached hereto as Exhibit A.

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

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION NO. 2022-88

A RESOLUTION OF THE CITY COUNCIL OF LEHI CITY, UTAH AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE LOCAL BUILDING AUTHORITY OF LEHI CITY, UTAH (THE "AUTHORITY"), A GROUND LEASE AGREEMENT AND A BOND PURCHASE CONTRACT; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE BONDS, SERIES 2022, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $29,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A GENERAL INDENTURE OF TRUST, A SUPPLEMENTAL INDENTURE OF TRUST, BOND PURCHASE CONTRACT, CERTAIN SECURITY DOCUMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING AND APPROVING THE DISTRIBUTION AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

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

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

WHEREAS, 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 construct, acquire, improve or extend one or more projects and to finance their costs on behalf of the Authority in accordance with the procedures and subject to the limitations of the Building Authority Act in order to accomplish the public purpose for which the Authority exists; and

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

WHEREAS, under the direction of the City, the Governing Board of the Authority (the "Governing Board") has the authority to issue the Authority's Lease Revenue Bonds,

Series 2022 (the "Series 2022 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority) in an aggregate principal amount of not to exceed $29,000,000 to (a) finance the acquisition and construction of, and furnishing and equipping of improvements to, a new fire station and city hall/library and related improvements (collectively, the "2022 Project") and (b) pay costs associated with the issuance of the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds are to be issued pursuant to a General Indenture of Trust (the "General Indenture") and a First Supplemental Indenture of Trust (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), each by and between the Authority and a trustee, substantially in the forms presented to the Council at this meeting and are attached hereto as Exhibit B; and

WHEREAS, it is anticipated that the City will be the owner of a fee simple interest to the site on which the 2022 Project may be located and the City desires to lease such property to the Authority pursuant to the terms and provisions of a Ground Lease Agreement (the "Ground Lease"), in substantially the form presented to the Council at this meeting and attached hereto as Exhibit C and herein authorized and approved; and

WHEREAS, the 2022 Project is to be leased to the City, on an annually renewable basis, by the Authority pursuant to the terms and provisions of a Master Lease Agreement (the "Lease"), by and between the Authority and the City, in substantially the form presented to the Council at this meeting and attached hereto as Exhibit D; and

WHEREAS, to further secure its payment obligations under the Indenture, the Authority proposes to grant a lien on and security interest in the 2022 Project pursuant to: (i) a Leasehold Deed of Trust, Assignment of Rents and Security Agreement and (ii) an Assignment of Ground Lease in substantially the forms presented to this meeting and attached hereto as Exhibit E (collectively the "Security Documents"); and

WHEREAS, the Authority by its Resolution dated the date hereof (the "Authority Resolution") has or is expected to authorize, approve and direct (i) the execution of the Indenture, the Ground Lease, the Lease, and the Security Documents; (ii) the issuance of the Series 2022 Bonds; and (iii) the financing of the 2022 Project; and

WHEREAS, there has been presented to the Council at this meeting a form of a Bond Purchase Contract (the "Bond Purchase Contract") to be entered into among the Authority, the City and a purchaser/underwriter selected by the Authority for the Series 2022 Bonds (the "Purchaser/Underwriter"), in substantially the form attached hereto as Exhibit F; and

WHEREAS, in connection with the issuance of the Series 2022 Bonds, the City desires to authorize the use and distribution of a Preliminary Official Statement (the "Preliminary Official Statement") in substantially the form attached hereto as Exhibit G, and to approve a final Official Statement (the "Official Statement") in substantially the form as the Preliminary Official Statement, and other documents relating thereto; and

WHEREAS, (i) the plans and specifications for the 2022 Project, including a certificate of the engineer/architect responsible for planning the 2022 Project (which certificate sets forth the estimated useful life of the 2022 Project) and (ii) the estimated costs of the 2022 Project are set forth in Exhibit H hereto and are hereby submitted to the Council for its approval; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization by the City, and therefore it is necessary that the City authorize certain actions by the Authority in connection with the transactions contemplated hereby in connection with the issuance of the Series 2022 Bonds; and

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

WHEREAS, the City desires to (i) approve and direct the execution of the Ground Lease, the Bond Purchase Contract, and the Lease by the City; (ii) authorize the issuance of the Series 2022 Bonds and the financing of the 2022 Project by the Authority; (iii) authorize the execution of the Ground Lease, the Lease, the Indenture, the Bond Purchase Contract, the Security Documents and the Official Statement; (iv) authorize and approve the distribution and use of the Preliminary Official Statement and the Official Statement; (v) approve the plans and specifications for the 2022 Project and the estimated costs of the 2022 Project; and (vi) authorize certain other acts to be taken by the Authority in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers of the Authority directed toward the issuance of the Series 2022 Bonds and the financing of the 2022 Project are hereby ratified, approved and confirmed.

Section 2. The City hereby finds and determines, pursuant to the Constitution and laws of the State of Utah, that the leasing of the 2022 Project under the terms and provisions and for the purposes set forth in the Lease and the other documents, instruments and conveyances hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and is in the best interest of the citizens of the City, and the City hereby authorizes, approves and directs the issuance and sale of the Series 2022 Bonds by the Authority in accordance with the provisions of the Indenture and the leasing of the 2022 Project in the manner provided in the Lease and the Ground Lease.

Section 3. The Ground Lease, the Lease, the Indenture, the Security Documents and the Bond Purchase Contract, in substantially the respective forms presented to the Council at this meeting and attached hereto as exhibits, are in all respects

approved, authorized, and confirmed, and the Mayor or the Mayor pro tem, in the absence of the Mayor, is authorized to approve the final terms thereof and to execute and deliver the Ground Lease, the Lease and the Bond Purchase Contract in the forms and with substantially the same content as attached hereto for and on behalf of the City with final terms as may be established for the Series 2022 Bonds by the Authority and with such alterations, changes or additions as may be necessary or as may be authorized herein. When authorized by the Governing Board of the Authority, the City hereby approves and authorizes the execution and delivery of the Bond Purchase Contract, the Lease, the Indenture, the Security Documents and the Ground Lease, by the Authority in substantially the forms presented to the Council at this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 4. The Council hereby authorizes the financing of the 2022 Project and the delegation by the Authority, to certain officers of the Authority, the ability to set the final terms of the Series 2022 Bonds within the parameters established by the Authority in the Authority Resolution, which parameters are as follows: maximum aggregate principal amount shall not exceed $29,000,000; the maximum interest rate shall not exceed 6.00% per annum; the maximum maturity shall not exceed twenty-eight (28) years from the dated date of the Series 2022 Bonds; and the maximum discount from par at which the Series 2022 Bonds may be sold shall not exceed 3.00%.

Section 5. Should the Authority determine to have the Series 2022 Bonds underwritten, the Council hereby authorizes the distribution and use of the Preliminary Official Statement, in the form attached hereto as Exhibit G, in the marketing of the Series 2022 Bonds and hereby approves the distribution and use of the Official Statement in substantially the same form as the Preliminary Official Statement.

Section 6. For the purpose of providing funds to (a) finance the 2022 Project and (b) pay costs associated with the issuance of the Series 2022 Bonds and for such other purposes as may be authorized under the Indenture, the Authority shall issue the Series 2022 Bonds which shall be designated the "Local Building Authority of Lehi City, Utah Lease Revenue Bonds, Series 2022" (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority, provided that the terms of the Series 2022 Bonds shall not exceed the parameters referenced in Section 4 herein). The Series 2022 Bonds shall be dated, shall bear interest, and shall mature as set forth in the First Supplemental Indenture.

Section 7. The Authority is authorized to issue and sell the Series 2022 Bonds to the Purchaser/Underwriter thereof pursuant to the terms of the Bond Purchase Contract in the aggregate principal amount of not to exceed $29,000,000 and at the purchase price set forth therein. The Series 2022 Bonds shall be dated as of their date of delivery, shall bear interest, and mature as set forth in the First Supplemental Indenture.

Section 8. The form, terms, and provisions of the Series 2022 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Series 2022 Bonds shall mature prior to the expiration of the estimated useful life of the 2022 Project. The

Chair/President of the Authority, including any authorized official acting in the Chair/President's place, is hereby authorized to execute the Series 2022 Bonds, to place thereon the seal of the Authority and to deliver the Series 2022 Bonds to the Purchaser/Underwriter. The Secretary-Treasurer of the Authority is authorized to attest to the signature of the Chair/President and affix the seal of the Authority to the Series 2022 Bonds and to authenticate the Series 2022 Bonds. The signatures of the Chair/President and of the Secretary-Treasurer may be by facsimile or manual execution.

Section 9. The appropriate officers of the City and the Authority are authorized to take all actions necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and are authorized to take all actions necessary in conformity with the Act and the Articles to finance the 2022 Project, and to lease the 2022 Project pursuant to the Lease, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Indenture and the sale and delivery of the Series 2022 Bonds.

Section 10. Upon their issuance, the Series 2022 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2022 Bonds, the Indenture and the Security Documents. No provision of this Resolution, the Lease, the Ground Lease, the Indenture, the Series 2022 Bonds, the Bond Purchase Contract, the Security Documents, the Official Statement, nor any other instrument authorized hereby, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the City, the State of Utah or any political subdivision of the State of Utah, nor as incurring or creating a charge upon the general credit of the City or against its taxing powers. The City shall not be obligated to pay out of its funds, revenues, or accounts, or to make any payment in respect of the Series 2022 Bonds, except in connection with the payment of Base Rentals, Additional Rentals, and Purchase Option Price pursuant to the Lease (as those terms are defined in the Lease), which are subject to annual appropriation by the City in accordance with the provisions of the Lease. The Authority has no taxing power.

Section 11. The Mayor or Mayor pro tem is hereby authorized to make any alterations, changes or additions in the Lease, the Ground Lease, the Bond Purchase Contract, and the Official Statement herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser/Underwriter or the provisions of the laws of the State of Utah or the United States, the approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 12. The appropriate officials of the Authority are authorized to make any alterations, changes, or additions in the Lease, the Ground Lease, the Indenture, the Bond Purchase Contract, the Security Documents, and the Official Statement herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser/Underwriter, or the provisions of the laws of the State

of Utah or the United States, approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 13. If any provisions of this resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this resolution or the exhibits.

Section 14. The City Recorder is hereby authorized to attest to all signatures and acts of any proper official of the City, and, as necessary, to place the seal of the City on the Lease, the Bond Purchase Contract, the Ground Lease and the Official Statement. The Mayor and other proper officials of the City and each of them, are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized. Any action authorized to be taken by the Mayor of the City may, in his/her absence, be taken by the Mayor pro tem.

Section 15. The Secretary-Treasurer or other authorized officer of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and, as necessary, to place the seal of the Authority on the Lease, the Ground Lease, the Indenture, the Security Documents, the Bond Purchase Contract, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents, and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution. Any action authorized to be taken by the Chair/President may, in his/her absence, be taken by the Vice-Chair of the Authority.

Section 16. The appropriate officers of the City are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby.

Section 17. This Resolution shall become effective immediately upon adoption by the City.

Section 18. All bylaws, orders and resolutions of the City or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as revising any bylaw, order, resolution, or ordinance or part thereof.

PASSED BY THE CITY COUNCIL OF LEHI CITY, UTAH THIS OCTOBER 11, 2022.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

I, Teisha Wilson, the undersigned duly qualified and acting City Recorder of Lehi City, Utah (the "City"), do hereby certify as follows:

(a) That the foregoing typewritten pages constitute a full, true and correct copy of the record of proceedings of the City Council taken at a meeting thereof held on October 11, 2022, commencing at the hour of 7:00 p.m. insofar as said proceedings relate to the consideration and adoption of a resolution authorizing the creation of a building authority; that I personally attended said meeting, and that the proceedings were in fact held as in said minutes specified.

(b) That due, legal and timely notice of said meeting was served upon all members as required by law and the rules and ordinances of the City.

(c) That the above resolution was deposited in my office on October 11, 2022, has been recorded by me, and is a part of the permanent records of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of the City this October 11, 2022.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Teisha Wilson, the undersigned City Recorder of Lehi City, Utah (the "City"), do hereby certify, according to the records of the City Council of the City (the "Council") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the October 11, 2022 public meeting held by the Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, 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 delivered to the Daily Herald at least twenty-four (24) hours prior to the convening of the meeting, either directly or through the newspaper's subscription to the Utah Public Notice Website (http://pmn.utah.gov); and

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

In addition, the Notice of 2022 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (i) posted on _____, at the principal office of the City, (ii) provided to at least one newspaper of general circulation within the City on _____ either directly or through the newspaper's subscription to the Utah Public Notice Website (http://pmn.utah.gov) and (iii) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this October 11, 2022.

By:_____
City Recorder

(SEAL)

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

INDENTURE

EXHIBIT C

GROUND LEASE AGREEMENT

EXHIBIT D

MASTER LEASE AGREEMENT

EXHIBIT E

SECURITY DOCUMENTS

EXHIBIT F

BOND PURCHASE CONTRACT

EXHIBIT G

PRELIMINARY OFFICIAL STATEMENT

EXHIBIT H

CERTIFICATE OF USEFUL LIFE

GENERAL INDENTURE OF TRUST

Dated as of December 1, 2022

between

LOCAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Local Building Authority
of Lehi City, Utah
Lease Revenue Bonds

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GENERAL INDENTURE OF TRUST

THIS GENERAL INDENTURE OF TRUST dated as of December 1, 2022 (the "General Indenture"), between the LOCAL BUILDING AUTHORITY OF LEHI CITY, UTAH, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION a national banking association organized under the laws of the United States with its principal office located in Salt Lake City, Utah, as trustee (the "Trustee"):

W I T N E S S E T H:

WHEREAS, the City Council (the "Council") of Lehi City, Utah (the "City") has organized the Authority solely for the purpose of (a) accomplishing the public purposes for which the City exists by acquiring, constructing, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City (collectively, the "Projects") and (b) financing or refinancing the costs of such Projects on behalf of the City in accordance with the procedures and subject to the limitations of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"), including, but not limited to, the costs of refunding and retiring existing obligations, funding debt service reserves, and paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized and defined; and

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

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

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

WHEREAS, pursuant to the provisions of a resolution of the City adopted on October 11, 2022 (the "City Resolution"), the City has authorized and approved the execution of the Master Lease and has authorized and approved certain actions to be taken by the Authority in connection with the financing or refinancing of the acquisition, construction, improvement and equipping (as applicable) of a Project or Projects,

including, among other things, the execution, delivery and performance of this General Indenture and the issuance of the Bonds hereunder; and

WHEREAS, pursuant to the provisions of a resolution of the Authority adopted on October 11, 2022 (the "Authority Resolution"), the governing board of the Authority (the "Governing Board") has authorized, approved and directed the execution of the Master Lease and this General Indenture and has authorized and approved certain actions to be taken by the Authority in connection with the financing or refinancing of the acquisition, construction, improvement and equipping (as applicable) of a Project or Projects, including the issuance of the Bonds hereunder; and

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

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

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

NOW, THEREFORE, THIS GENERAL INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

That the Authority, in consideration of the premises and the acceptance of the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Bondholders thereof, and of the sum of One Dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Authority of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, assign and pledge, and does hereby grant a security interest in, the following properties, rights, interests and privileges (collectively, the "Trust Estate") to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Authority hereinafter set forth:

GRANTING CLAUSE FIRST

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

GRANTING CLAUSE SECOND

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

GRANTING CLAUSE THIRD

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

GRANTING CLAUSE FOURTH

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

GRANTING CLAUSE FIFTH

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

"Bond Fund" means Local Building Authority of Lehi City, Utah, Bond Fund established under Section 5.2 hereof.

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

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

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

"Chair/President" means the Chair/President (including any acting Chair/President) of the Authority.

"City Representative" means the Mayor, Finance Director and City Recorder of the City and any other person at any time designated to act on behalf of the City for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the City 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.

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

"Construction Fund" means Local Building Authority of Lehi City, Utah, Construction Fund established under Section 5.5 hereof.

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

"Cross-over Refunded Bonds" means Bonds or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

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

"Debt Service Reserve Requirement" means with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (i) 10% of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds 2% of original principal, then determined on the basis of initial purchase price to the public), (ii) the maximum annual debt service during any year for such Series of Bonds, and (iii) 125% of the average annual debt service for such Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any Series issued pursuant to this Indenture (the "Prior Bonds"), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two Series pro rata based upon the total principal amount remaining Outstanding for each Series. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

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

"Direct Payments" means the interest subsidy payments received by the Authority from the Internal Revenue Service pursuant to Section 6431 and 1400U-2 of the Code or other similar programs (with respect to Bonds issued hereunder).

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

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

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

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

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

"Investment Obligations" means any of the following securities:

(i) Direct Obligations;

(ii) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration: General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(iii) Money market funds rated at the time of purchase "AAAm" or "AAAm-G" or better by S&P, including money market funds from which the Trustee or its affiliates receive fees for investment, advisory or other services to the fund;

(iv) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by S&P, and which matures not more than 270 days after the date of purchase;

(v) Bonds, notes or other evidences of indebtedness rated at the time of purchase "AAA" by S&P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(vi) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

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

(viii) Any investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

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

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

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

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

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

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

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

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

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

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

"Rebate Fund" means Local Building Authority of Lehi City, Utah, Rebate Fund established by Section 5.6 hereof

"Recovery Zone Bonds" means interest subsidy bonds issuable by the Authority under Sections 1400U-2 and 6431 of the Code and a "qualified bond" under Section 1400U-2(a) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

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

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

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

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

"Reserve Instrument" means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

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

"Reserve Instrument Costs" means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement.

"Reserve Instrument Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

"Reserve Instrument Fund" means the Local Building Authority of Lehi City, Utah Reserve Instrument Fund established in Section 5.18 of hereof to be held by the Trustee and administered pursuant to Section 5.19 hereof.

"Reserve Instrument Limit" means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into an account in the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve

Instrument has only been reduced as a result of the reduction of the Debt Service Reserve Requirement.

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

"Reserve Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Authority under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

"S&P" means S&P Global Ratings, its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority.

"Secretary-Treasurer" means the Secretary-Treasurer (including any deputy or acting Secretary-Treasurer) of the Authority.

"Security Documents" means collectively the security documents described in each Supplemental Indenture.

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

"Security Instrument Agreement" means any agreement entered into by the Authority and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

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

"Security Instrument Issuer" means any bank or other financial institution, insurance company, Surety Company or other institution issuing a Security Instrument.

"Security Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Authority under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

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

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

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

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

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

"State" means the State of Utah.

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

"Tax Credit Bonds" means the interest subsidy bonds issuable by the Authority under Sections 54AA and 6431 of the Code and a "qualified bond" under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

"Tax-Exempt Bonds" means Bonds the interest on which is intended to be excludable from gross income for federal income tax purposes.

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

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

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association and its successors and any association resulting from or surviving any

consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

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

Section 1.3 Construction. This General Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

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

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

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

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

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

ARTICLE II

TERMS AND PROVISIONS OF BONDS;
ADDITIONAL BONDS AND REFUNDING BONDS

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

Section 2.2 Description of Bonds; Payment.

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

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

(c) Both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America, as at the respective time of payment, shall be legal tender for payment of public and private debts. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the Bond Registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed to the Registered Owner at his address as it appears on such registration books or to owners of $1,000,000 or more in aggregate principal amount of Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account within the United States designated by the Registered Owner in written instructions furnished to the Trustee (unless otherwise specified by Supplemental Indenture). The interest on Bonds so payable,

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

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

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

The Bonds shall not be general obligations but shall be special, limited obligations of the Authority payable solely out of and to the extent available from the Base Rentals, and, if paid by the City, the Purchase Option Price under the Master Lease and other amounts derived from the leasing of the Projects (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to moneys held in funds or accounts by the Trustee, to Net Proceeds from insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Projects and from Direct Payments) and shall be a valid claim of the respective Bondholders thereof only against the Bond Fund, the Debt Service Reserve Fund and other moneys held by the Trustee and the Base Rentals, and other amounts derived from the leasing of the Projects under the Master Lease, which Base Rentals and other amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds (including any make whole interest payments or redemption premiums on any Bonds), except as may be otherwise expressly authorized in the Indenture or in the Master Lease. The Authority shall not be obligated to pay the principal of such Bonds or the interest thereon or other costs incident thereto except from the moneys pledged therefor under the

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

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

Section 2.4 Authentication and Delivery of Bonds.

(a) The Authority shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds, and deliver them upon the order of the Authority to the purchasers thereof upon the payment by the purchasers to the Trustee for the account of the Authority of the purchase price therefor. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the Master Lease, and in the Supplemental Indenture executed in connection therewith.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence

that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

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

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

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

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

(iv) A request and authorization to the Trustee on behalf of the Authority and signed by the Chair/President of the Authority to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for the account of the Authority, of a sum specified in such request and authorization. The proceeds of such payment shall be deposited with the Trustee as provided in the Master Lease and the Supplemental Indenture;

(v) (A) In the case of the Initial Bonds, an ALTA mortgagee title policy or policies, or commitment therefor, of mortgage title insurance in an aggregate amount equal to not less than the principal amount of the Initial Bonds insuring the lien of the Security Documents identified in the Supplemental Indenture, subject only to Permitted Encumbrances and (B) in the case of Additional Bonds and Refunding Bonds, the title insurance specified in Section 2.14(b) and Section 2.13(c) hereof, respectively; alternatively, for the situations described in both (A) and (B) (excluding Refunding Bonds), the Authority may reasonably expect to be able to deliver the required mortgage title insurance following delivery of the

related Series of Bonds, provided that no proceeds of such Bonds shall be drawn out of the Construction Fund until such mortgage title insurance is delivered (except for costs of issuance related to such Bonds);

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

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

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

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

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

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

Section 2.5 Form of Bonds. For each Series of Bonds, the text of such Bonds, and the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations not inconsistent with the terms hereof as may be necessary, desirable, authorized and permitted hereby.

Section 2.6 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination to that mutilated, lost,

stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory to the Authority and the Trustee, together in each case with an indemnity satisfactory to them. In the event any such Bond shall have matured or been redeemed or be approaching maturity, instead of issuing a duplicate Bond, the Authority may pay the same on or after the due date thereof without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond or other satisfactory indemnity. The Authority and the Trustee may charge the Bondholder of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section shall be deemed part of the Series of the Bonds in respect of which it was issued and an original additional contractual obligation of the Authority. This Section 2.6 is subject to additional stipulations as may be provided by Supplemental Indenture.

Section 2.7 Registration and Exchange of Bonds; Persons Treated as Owners. The Authority shall cause books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Bond Registrar of the Authority, provided, however, that the Authority may by Supplemental Indenture select a party other than the Trustee to act as Bond Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Bond Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Bond Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the registrar. This Indenture shall constitute a "system of registration" for all purposes of the Registered Public Obligations Act, Title 15, Chapter 7, Utah Code Annotated 1953, as amended. Upon surrender for transfer of any Bond at the principal office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Bondholder or his attorney duly authorized in writing, the Authority shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new, fully registered Bond or Bonds of the same Series and the same maturity for a like aggregate principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same Series and the same maturity. The execution by the Authority of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond upon such exchange. The Authority and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The Authority, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Bond Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Authority, nor the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

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

Section 2.10 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four (4) years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Authority the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the Authority for payment, and then only to the extent of the amount so repaid, and the Authority shall not be liable for any interest

thereon and shall not be regarded as a trustee of such money. The provisions of this Section are subject to the provisions of Title 67, Chapter 4a, Utah Code Annotated 1953, as amended.

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

Section 2.12 Temporary Bonds.

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

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

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

Section 2.13 Issuance of Refunding Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Refunding Bonds may be issued, authenticated and delivered for the purpose of refunding Bonds or other obligations of the Authority (with accompanying

security documentation and pledge of refinanced property). The Refunding Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Refunding Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon satisfaction of the conditions specified in Section 2.4 hereof and there being filed with the Trustee:

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

(b) If any of the Bonds being refunded were Tax-Exempt Bonds or were designated as Tax Credit Bonds qualifying for Direct Payments, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Tax-Exempt Bonds being refunded or the status of the Bonds as Tax Credit Bonds qualifying for Direct Payments, for federal income tax purposes, will not be adversely affected by the issuance of the Refunding Bonds being issued;

(c) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Bonds being refunded or commitment therefor (or if the bonds or other obligations being refunded were not issued pursuant to this Indenture, an ALTA Mortgagee title insurance policy or commitment therefor), which endorsement or policy shall insure to the date of issuance of such Refunding Bonds and the recording of any supplement or amendment to the Security Documents the continuing validity of the lien thereof, as modified by any supplement or amendment to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or policy shall increase the amount of title insurance coverage thereunder, if necessary, to an amount, which when added to the coverage provided under any other title policies delivered with respect to other Bonds then Outstanding and issued with respect to the Project financed by the Bonds or other obligations to be refunded, is at least equal to the aggregate principal amount of all Bonds to be Outstanding with respect to such Project following said refunding and naming the Trustee as an insured; alternatively, the Authority may reasonably expect to be able to deliver the required mortgage title insurance following delivery of the related Series of Bonds, provided that no proceeds of such Bonds shall be drawn out of the Construction Fund until such mortgage title insurance is delivered (except for costs of issuance related to such Bonds);

(d) (i) A report of an independent firm of certified public accountants to the effect that, upon the issuance of the Refunding Bonds, moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient to cause the Bonds (or other obligations) being refunded to be deemed paid under Article VIII hereof (or a comparable provision of the documents authorizing the obligations to be refunded even if not deemed paid for Cross-over Refunding Bonds); or (ii) in the event that the Bonds (or other obligations) to be refunded are to be redeemed on the date of issuance of the Refunding Bonds or within ninety (90) days thereafter, there shall be delivered to the Trustee evidence satisfactory to it that upon the issuance of the Refunding Bonds moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient, without taking into account investment earnings thereon, to redeem the Bonds (or other obligations); and

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

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

Section 2.14 Additional Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds may be issued, authenticated and delivered for the purpose of financing Costs of Acquisition and Construction of a Project or Projects. The Additional Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon satisfaction of the conditions specified in Section 2.4 hereof and there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, additional Security Documents or a supplement or amendment (if necessary) to the Security Documents and Master Lease providing for the financing of a Project and for the issuance of the Additional Bonds and further providing for an increase in the Base Rentals to be paid by the City under the Master Lease in such amount as shall be necessary to pay, assuming that no Event of Default or Event of

Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Additional Bonds being issued and any Bonds theretofore issued and Outstanding), and to extend the Lease Term if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture;

(b) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Initial Bonds (or other Bonds) or commitment therefor or an additional ALTA mortgagee title insurance policy or commitment therefor, which endorsement or policy shall insure to the date of issuance of such Additional Bonds and the recording of any additional Security Documents or supplement to the Security Documents, if required, the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or additional policy shall increase the amount of title insurance coverage thereunder by an amount at least equal to the aggregate principal amount of the Additional Bonds to be issued (or in the case of Additional Bonds issued to complete or extend a Project previously financed hereunder the endorsement to the original policy for such Project shall increase the coverage to at least the aggregate principal amount of Bonds issued for such Project to be Outstanding following the issuance of such Additional Bonds) and naming the Trustee as an insured. In the event that the property upon which additional projects are to be located has not been acquired at or prior to the time of issuance of the Additional Bonds, the amendment to Master Lease relating to such Additional Bonds shall require that such endorsement or additional title policy with respect to such property be delivered at the time of or prior to any disbursements being made from the Construction Fund with respect to such portion of the Project (except for costs of issuance related to such Bonds);

(c) 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 contract or, in the alternative, a requirement that a copy of such documents be delivered to the Trustee prior to the time that moneys are withdrawn from the Construction Fund with respect to such portions of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the Project or Projects, as so improved and extended, in compliance with Section 17D-2-301 of the Act; and

(d) A certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Master Lease and there has not occurred and is then continuing an Event of Nonappropriation;

provided however that the existence of an Event of Default shall not preclude the issuance of any Additional Bonds if: (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) any Event of Default will cease to continue upon the issuance of such Additional Bonds and the application of the proceeds thereof.

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

ARTICLE III

REDEMPTION PROVISIONS

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

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

REDEEMED BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY, ANY SUBLESSEE OR THE TRUSTEE WITH RESPECT TO SAID SERIES OF BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of all Bonds of said Series issued under the Indenture, the Trustee is authorized and directed to transfer said moneys to the City.

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

Section 3.4 Notice of Redemption.

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

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

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

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

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

(v) the redemption price;

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

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

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, to at least one national information service that disseminates notices of redemption of obligations such as the Bonds (which may be the Electronic Municipal Market Access System). Such further notice shall contain the information required in clause (a) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

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

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

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

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

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

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

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

ARTICLE IV

GENERAL COVENANTS

Section 4.1 Payment of Principal and Premium, if any, and Interest. The Authority covenants that it will promptly pay the principal of and premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof, but solely from the Trust Estate created by the Indenture, including the Base Rentals and, if paid by the City under the Master Lease, the Purchase Option Price with respect to a Project or Projects, and other amounts pledged therefor which are from time to time held

by Trustee in the Bond Fund and the Debt Service Reserve Fund. The principal of and premium, if any, and interest on the Bonds are payable solely from the Trust Estate created by the Indenture, including the Base Rentals and, if paid by the City under the Master Lease, the Purchase Option Price with respect to a Project or Projects, and other amounts derived from the lease of the Projects and otherwise as provided herein, in the Security Documents, and in the Master Lease, which amounts are hereby specifically pledged to the payment thereof in the manner and to the extent herein and in the Master Lease specified, and nothing in the Bonds or in the Indenture shall be construed as pledging any other funds or assets of the Authority or the City. The Authority shall in no event be liable for the payment of the principal of and premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Authority except to the extent that the moneys, properties, interests and assets constituting the Trust Estate are sufficient therefor.

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

Section 4.3 Ownership; Instruments of Further Assurance. The Authority covenants that it will own the Projects, and any property becoming a part of the Projects shall be acquired and kept, free of all liens and encumbrances, except Permitted Encumbrances. The Authority will defend the title to and interest in the Projects and each part thereof to the Trustee, for the benefit of the Bondholders against the claims and demands of all persons whomsoever, except for claims and demands arising from Permitted Encumbrances as provided in the Master Lease. The Authority will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such Supplemental Indentures and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee the Projects, the Base Rentals, Purchase Option Price and other amounts pledged hereby to the payment of the principal of and premium, if any, and interest on the Bonds. The Authority, except as herein and in the Master Lease or Security Documents provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Projects or the Base Rentals, the Additional Rentals, the Purchase Option Price, the revenues and receipts therefrom or its rights under the Master Lease, together with any additions thereto and substitutions therefor, subject to Permitted Encumbrances.

Section 4.4 Perfection of Security Interest. The Indenture creates a valid and binding pledge and assignment of and security interest in all of the personal property pledged as part of the Trust Estate held by the Trustee under the Indenture in favor of the Trustee as security for payment of the Bonds and amounts owed to any Security Instrument Issuer or any Reserve Instrument Provider, enforceable by the Trustee 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, 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 Trust Estate to enforce a judgment against the Authority on a simple contract.

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

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

Section 4.7 Rights Under Master Lease. The Master Lease, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Authority and the City, including provisions that, subsequent to the issuance of Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Master Lease may not be effectively amended, changed, modified or altered without the written consent of the Trustee, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Authority and the City thereunder, and the Authority agrees that the Trustee in its name or in the name of the Authority may but shall not be obligated to enforce all rights of the Authority and all obligations of the City under and pursuant to the Master Lease for and on behalf of the Bondholders, whether or not the Authority is in default hereunder.

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

such insurance and pay such taxes, assessments and charges to the same extent as provided in the Master Lease as if said Article were herein set forth in full, if and to the extent that the City fails to maintain such insurance or pay such taxes, assessments or charges, but the liability hereby imposed on the Authority shall only be paid from the Trust Estate as herein provided. At least 30 days prior to the last day of each Fiscal Year, the Authority shall file or cause to be filed with the Trustee evidence of the insurance required pursuant to Article VII (if applicable at the time) and Article IX of the Master Lease for the next succeeding Fiscal Year. In the event that any required insurance will terminate or expire, the Authority shall file or cause to be filed with the Trustee evidence of a replacement policy (or self-insurance, if permitted under the Master Lease) at least 30 days prior to the termination or expiration date; provided, however, if a policy is terminated without notice to the Authority or the City (and the actions or omissions of the Authority or the City were not responsible for such termination), the Authority shall provide or cause to be provided to the Trustee evidence of a replacement policy within 20 days after such termination.

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

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

Section 4.11 Further Assurances. The Authority will, at the City's expense, do, execute, acknowledge and deliver all and every act, deed, conveyance, transfer and assurance necessary or proper for the perfection of the lien and security interest being herein provided for in the Trust Estate, whether now owned or held or hereafter acquired, including, but not limited to, such financing statements and continuation statements as shall be necessary under applicable law to perfect and maintain the security interest being herein provided for in the Trust Estate.

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

(a) Declare a default or exercise the remedies of the seller or lessor, as the case may be, under, or terminate, modify or accept a surrender of, or offer or agree to any termination, waiver, modification or surrender of, the Master Lease (except as otherwise expressly provided herein or in the Master Lease) or by

affirmative act consent to the creation or existence of any lien or encumbrance (other than the security interest and lien of this Indenture and the Security Documents) to secure the payment of indebtedness upon the leasehold or other estate created by the Master Lease or any part of any thereof; or

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

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

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

ARTICLE V

REVENUES AND FUNDS

Section 5.1 Source of Payment of Bonds. The Bonds herein authorized and all payments by the Authority hereunder are not general obligations of the Authority but are special, limited obligations of the Authority payable solely as provided in Section 2.3 hereof.

The Projects have been leased under the Master Lease and the Base Rentals and the Purchase Option Price provided for in Sections 6.2 and 12.1, respectively, of the Master Lease are to be remitted directly to the Trustee for the account of the Authority and deposited in the Bond Fund and the Debt Service Reserve Fund along with all other moneys

authorized or required to be deposited in the Bond Fund and Debt Service Reserve Fund under the Master Lease. Such Base Rentals and the Purchase Option Price are hereby pledged to such payment. Said pledge shall constitute a first and exclusive lien on the Base Rentals and the Purchase Option Price provided in the Master Lease for the payment of the principal of, and premium, if any, and interest on, the Bonds in accordance with the terms hereof and thereof.

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

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

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

Section 5.5 Creation of Construction Fund. There is hereby created by the Authority and ordered established in the custody of the Trustee a special trust fund to be designated "Local Building Authority of Lehi City, Utah, Construction Fund." There is hereby created and ordered established in the custody of the Trustee a separate account within the Construction Fund for each Series of Bonds. (Said Construction Fund and applicable accounts therein are herein referred to as the "Construction Fund.")

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

Section 5.7 Creation of Funds. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article V until such funds or accounts shall be utilized as provided in a Supplemental Indenture authorizing a Series of Bonds. By Supplemental Indenture the Authority may authorize the creation of additional funds and accounts within any funds.

Section 5.8 Use of Bond Fund.

(a) There shall be deposited into the Bond Fund all accrued interest received, if any, at the time of the issuance, sale and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (i) any

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

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

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

Section 5.9 Use of Sinking Fund Account.

(a) As required by Supplemental Indenture, the Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Authority, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account). Sinking Fund Installments may also be collected in the Sinking Fund Account without redemption of Bonds prior to maturity.

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

Section 5.10 Use of Debt Service Reserve Fund.

(a) Except as otherwise provided in this Section, moneys in accounts within the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. In calculating the amount on deposit in each account of the Debt Service Reserve Fund, the amount available under the Reserve Instrument Coverage will be treated as an amount on deposit therein. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify that the amount, if any, of the Debt Service Reserve Requirement applicable to such Series which shall be deposited immediately upon the issuance and delivery of such Series either from (a) proceeds from the sale thereof or from any other legally available source or may be built up over time as provided by the Supplemental Indenture, or (b) by a Reserve Instrument, or (c) any combination thereof. Funds on deposit in accounts within the Debt Service Reserve Fund shall be used only to make up any deficiencies in accounts within the Bond Fund with respect to the related Series of Bonds.

(b) If on any Interest Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, premium, if any, and principal then becoming due on the Bonds of a Series for which an account of the Debt Service Reserve Fund has been established, the Trustee shall transfer, on or before such date, moneys from the applicable accounts within the Debt Service Reserve Fund to the Bond Fund to the extent necessary so that the amount of money so transferred plus all moneys then held in the Bond Fund for such Series of Bonds shall be sufficient to pay all interest, premium, if any, and principal payments then becoming due and payable on such date;

(c) In the event funds on deposit in the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in an account of the Debt Service Reserve Fund to make up such deficiency and a Reserve Instrument applicable to such Series of Bonds is in effect, the Trustee shall immediately make a demand for payment on such Reserve Instrument, to the maximum extent authorized by such Reserve Instrument, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Authority shall be obligated to reinstate the Reserve Instrument from Base Rentals received from the City under Section 6.2 of the Master Lease, including any interest owing on any draws on the Reserve Instrument.

(d) No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds is Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required.

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

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

(g) Any moneys (other than any amount drawn under any Reserve Instrument) remaining in the related account of the Debt Service Reserve Fund with respect to a Series of Bonds on the final maturity of said Series of Bonds (whether at stated maturity or upon prior redemption) shall be transferred on such date into the Bond Fund.

(h) If, following the payment of principal and interest due on a Series of Bonds on each Interest Payment Date, the moneys (other than any amount drawn under any Reserve Instrument) held in the related account of the Debt Service Reserve Fund exceed the related Debt Service Reserve Requirement, all moneys in excess of said sum 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.

(i) Moneys at any time on deposit in an account of the Debt Service Reserve Fund shall be used to make up deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to the Series of Bonds for which such Reserve Instrument was obtained.

Section 5.11 Use of Construction Fund; Disbursements.

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

(b) The Authority covenants and agrees to take all necessary and appropriate action promptly in approving and ordering disbursements from the Construction Fund in accordance with provisions of the Master Lease. The Trustee is hereby authorized and directed to make each disbursement so requested by the City on behalf of the Authority and to issue its checks therefor, but only in compliance with the provisions of the Master Lease. The Trustee shall keep and

maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom, and after the related Project has been completed and a certificate of payment of all costs is, or has been, filed as provided in Section 7.4 of the Master Lease, the Trustee shall file an account thereof with the Authority and the City.

Section 5.12 Completion of Project. Any balance remaining in the Construction Fund following the establishment of the Completion Date for a Project pursuant to the Master Lease (except amounts the City shall have directed the Trustee to retain for any Cost of Acquisition and Construction not then due and payable) shall at the direction of the City and the Authority, be used as provided in the related Supplemental Indenture.

Section 5.13 Rebate Fund and Arbitrage Rebate.

(a) When directed in writing to do so by the Authority, the Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund and an account therein for each such Series, which shall be held separate and apart from all other funds and accounts established under the Indenture and from all other moneys of the Trustee.

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

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

withdrawal and payment to the Authority from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional.

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

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

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

(g) The provisions of this Section may be amended or deleted, with respect to any or all Series of the Bonds, from this Indenture upon receipt by the Authority and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect (i) the exclusion from gross income of interest in the case of Tax-Exempt Bonds or (ii) the qualification of the Bonds for tax credits or Direct Payments in the case of Tax Credit Bonds.

Section 5.14 Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for account to any fund referred to in any provision of the Indenture or the Master Lease shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the payment of Bonds not then deemed Outstanding shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 5.15 Repayment to the City from Bond Fund or Debt Service Reserve Fund. Any amounts remaining in the Bond Fund or the applicable account within the Debt Service Reserve Fund after payment in full of the principal of and premium, if any, and interest on the Bonds of a Series, the fees, charges and expenses of Trustee and all other amounts required to be paid hereunder (including amounts owed to a Security Instrument or a Reserve Instrument Provider) shall be paid immediately to the City as an overpayment of Base Rentals or Additional Rentals. In the event that Direct Payments are deposited with the Trustee after the City has made the related payment of Base Rentals, the City may elect to have the Trustee return to the City an amount equal to such Direct Payments or to have the Trustee retain the Direct Payments in the Bond Fund and take the credit with respect to the next required Base Rentals payment.

Section 5.16 Custody of Separate Trust Fund. The Trustee is authorized and directed to establish a separate trust fund after the Completion Date to hold all Net Proceeds from any insurance policies, performance bonds or condemnation awards and disburse such proceeds in accordance with the Master Lease, or if the City directs that the Net Proceeds be applied to redeem Bonds pursuant to the Master Lease, the Authority covenants and agrees to transfer all of the Net Proceeds in such fund to the Bond Fund and to redeem the Bonds as provided in the Indenture.

Section 5.17 Cost of Issuance Account. The Trustee shall establish a Cost of Issuance Account, into which shall be deposited upon delivery of a Series of Bonds, sufficient moneys to pay costs of issuance of such Series of Bonds. The Trustee shall disburse said moneys upon receipt of written authorization to pay costs of issuance executed by an Authority Representative. Any remaining moneys on deposit therein after payment in full of all costs of issuance shall be transferred by the Trustee to the Construction Fund, unless otherwise specified by Supplemental Indenture.

Section 5.18 Creation of Reserve Instrument Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund to be designated the "Local Building Authority of Lehi City, Utah Reserve Instrument Fund" (herein defined as the "Reserve Instrument Fund"). By Supplemental Indenture, there may be established within the Reserve Instrument Fund a separate account for each Series of Bonds.

Section 5.19 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid in order to reimburse or repay a Reserve Instrument Provider. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Authority to pay the amounts which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

ARTICLE VI

INVESTMENT OF MONEYS

Section 6.1 Trustee to Invest Funds. The City will direct the Trustee in investing amounts held in the funds created hereunder. Any moneys held as part of the Construction

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

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

ARTICLE VII

RIGHTS OF THE CITY

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

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

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

Section 7.4 Release of Portions of Project Upon Payment of Related Series of Bonds. Pursuant to the Master Lease the City has been granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Master Lease, a Project may be released from the lien created with respect to the related Series of Bonds and the Indenture and the Master Lease and transferred to the City if (a) the City shall deposit with the Trustee the Purchase Option Price for such Project; and (b) if any of the related Series of the Bonds are Tax-Exempt Bonds or Tax Credit Bonds qualifying for Direct Payments, there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of the Project will not adversely affect the excludability of interest on said Bonds, if applicable, from the federal gross income of the owners thereof or affect the status of the Bonds as Tax Credit Bonds qualifying for Direct Payments.

For purposes of this Section 7.4 the Authority may, in the Supplemental Indenture authorizing a Series of Bonds, designate a subseries of such Series of Bonds with respect to any discreet portion of a Project financed with such Series of Bonds and in the Master Lease or an amendment to Master Lease provide for a separate schedule of Base Rental payments and Purchase Option Price for such subseries. The City shall be entitled to the option to purchase such discreet portion of a Project upon payment of the related Purchase Option Price for such portion of the Project and compliance with the provisions of the preceding paragraph.

ARTICLE VIII

DISCHARGE OF LIEN

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

and all rights granted under the Security Documents, except moneys or securities held by the Trustee for the payment of the principal of and premium, if any, and interest on the Bonds.

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

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until: (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Article III of this General Indenture, or in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty days, until the Authority shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Bondholders of the Bonds, in accordance with Article III hereof, that the deposit required by (a)(ii) above has been made with or for the benefit of the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII, and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds and to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity; or (b) the maturity of such Bonds.

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

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

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

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF THE TRUSTEE AND BONDHOLDERS

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

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

(b) Failure to pay when due the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof (other than the event contemplated in Section 3.4(d) herein, which shall not be an Event of Default);

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

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

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

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

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

(h) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Authority under the provisions of any

bankruptcy act and such order, judgment or decree shall not be vacated or set aside or stayed within sixty days from the date of entry of such order, judgment or decree;

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

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

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

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

Notwithstanding anything to the contrary contained in the Indenture, no deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents against the Projects may be entered against the City or the Authority, and no breach of any provision of the Master Lease, the Security Documents or this Indenture shall impose any general obligation or liability upon or a charge against the City or the Authority or upon the general credit or taxing powers of the City. Additionally, no judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under the Master Lease; provided to the extent permitted by law that the Trustee may, subject to compliance with the applicable provisions of the "one action rule" set forth in Title 78B, Chapter 6, Utah Code Annotated 1953, as amended, recover from the City (a) the portion of Base Rentals and Additional Rentals (including amounts owed to any Security Instrument Issuer and any Reserve Instrument Provider) which are or would otherwise have been payable under the Master Lease during any period in which the City continues to use, occupy and operate a Project or Projects or any portion

thereof; and (b) Base Rentals and Additional Rentals which are or would otherwise have been payable by the City under the Master Lease during the remainder, after the City vacates the applicable Project or Projects, of the then- current annual term of the Master Lease in which such Event of Default occurs for which term the City had lawfully appropriated moneys for purposes of paying such Base Rentals and Additional Rentals; provided, however, that the Authority shall be obligated to the City to use its best efforts to lease or sublease the Project or Projects for the remainder of such annual term, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the City under this clause (b).

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

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

Trustee shall retain to the Authority; the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of such property the Trustee shall render annually to the Authority and the City and, at the request and at the expense of any Bondholder, at its address set forth in the registration book required by Section 4.6 hereof, a summarized statement of income and expenditures in connection therewith.

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

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

Subject to Section 9.5, if an Event of Default shall have occurred under the Indenture, and if requested so to do by the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Section 10.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 9.4 and by Section 9.2 hereof, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

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

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

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

Notwithstanding anything contained herein or in the Security Documents to the contrary, upon the occurrence and continuance of an Event of Default, before taking any foreclosure action or any action which may subject the Trustee to liability under any

Environmental Law, the Trustee may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such foreclosure or other action. The term "Environmental Law" shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. The term "Hazardous Substances" shall mean any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or other similar term, and now or hereafter regulated under any Environmental Law, including without limitation, asbestos, petroleum and hydrocarbon products. The Trustee shall not be required to take any foreclosure action if the approval of a government regulator shall be a condition precedent to taking such action.

Section 9.5 Right of Bondholders to Direct Proceedings. The Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture and such bondholders have provided the Trustee indemnification as it is provided in Article X. Unless indemnified therefore, the Trustee shall have the right to decline to follow any direction of Bondowners that in the sole discretion of the Trustee would be unjustly prejudicial to the Trustee or to Bondowners not parties to such direction, that would expose the Trustee to unreasonable liability or financial exposure or that is not in accordance with law or the provisions of this Indenture, shall be entitled to rely without further investigation or inquiry upon any direction given by the Owners of a majority in aggregate principal amount of the Bonds Outstanding, and shall not be responsible for the propriety of or liable for the consequences of following any such direction. Notwithstanding anything to the contrary contained herein, unless indemnified therefor, the Trustee shall not be required to foreclose the lien of the Security Documents or bid on behalf of Bondowners at any foreclosure sale (a) if, in the Trustee's sole discretion, such action would subject the Trustee to personal liability for the cost of investigation, removal and/or other remedial activity with respect to Hazardous Substances or (b) if the presence of Hazardous Substances on the property subject to the lien of the Security Documents results in such property having no or nominal value. It is acknowledged and agreed that the Trustee has no authority to manage, own or operate the Project, or any portion thereof, except as necessary to exercise remedies upon default.

Section 9.6 Appointment of Receivers. Upon the occurrence of an Event of Default under the Indenture and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under the Indenture,

the Trustee shall be entitled to the appointment of a receiver or receivers of the Trust Estate and of the rents, revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

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

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

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

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

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

THIRD-To be held for the payment of the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and

owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

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

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

(d) Following the payment of amounts due with respect to the Bonds, remaining amounts shall be applied to the payment of all obligations then due and payable to any Security Instrument Issuer or Reserve Instrument Provider in connection with any Security Instrument or applicable Reserve Instrument, respectively.

Whenever moneys are to be applied pursuant to the provisions of this Section 9.8, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee, and the Trustee shall have no liability whatsoever to the Authority, to any Bondholder, or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the Trustee. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Bondholder of any Bond until such Bond shall be presented to Trustee for appropriate endorsement or for cancellation if fully paid (unless otherwise specified by Supplemental Indenture).

Whenever the principal of and premium, if any, and interest on all Bonds and all Reserve Instrument Repayment Obligations have been paid under the provisions of this Section 9.8 and all fees, expenses and charges of the Trustee and its counsel have been paid, any balance remaining in the Bond Fund shall be paid to the City as provided in Section 5.15 of this General Indenture as overpayment of Base Rentals.

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

Section 9.10 Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in Section 10.1(h) hereof, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default under the Indenture and the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(1) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof or the redemption date established therefor, or the obligation of the Authority to pay the Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in the Bonds expressed.

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

respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

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

Section 9.13 Notice of Events of Default under Section 9.l(c); Opportunity of the Authority and the City to Cure Such Events of Default. Anything herein to the contrary notwithstanding, no default under Section 9.1(c) hereof shall constitute an Event of Default under the Indenture until actual notice of such default by registered or certified mail shall be given to the Authority and the City by the Trustee or by the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, and the Authority and the City shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, that, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under the Indenture if corrective action is instituted by the Authority and the City within the applicable period and diligently pursued, to the satisfaction of the Trustee until the default is corrected (provided that no such grace period shall exceed 90 days unless the Security Instrument Issuers shall have consented thereto).

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

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

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

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

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

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

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

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

ARTICLE X

THE TRUSTEE

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

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

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

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

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

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

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same appointed in accordance with the standard specified above, and shall be entitled to advice of counsel (including its own in-house counsel) concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof.

The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Authority or the City), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith in reliance upon such opinion or advice.

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

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

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to the Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Bondholder of any Bonds, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by the Authority Representative or the City Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in Section 10.l(h) hereof, or of which by said Section 10.l(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of any of the officers of the Authority who have executed the Bonds (or

their successors), and of any member of the governing body of the City, to the effect that a resolution in the form therein set forth has been adopted by the Authority or the City, as the case may be, as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

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

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default under the Indenture except an Event of Default under Section 9.l(a) or 9.l(b) hereof or the failure by the Authority to cause to be made any of the payments to the Trustee required to be made by Article IV hereof or failure by the Authority, any Security Instrument Issuer or the City to file with the Trustee any document required by the Indenture or the Master Lease to be so filed subsequent to the issuance of the Bonds, unless the Trustee shall be specifically notified in writing of such default by the Authority or by the Holders of at least 25% in aggregate principal amount of any Series of Bonds then Outstanding, and all notices or other instruments required by the Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the principal office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books and records of the Authority pertaining to the Projects and the Bonds, and to take such memoranda from and with regard thereto as may be desired.

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

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

(l) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request, order or direction of any of the Bondholders, pursuant to the provisions of the Indenture, unless such Bondholders shall have offered to the Trustee security or indemnity acceptable to

it against the fees, costs, expenses and liabilities, including fees and expenses of its counsel, which may be incurred therein or thereby.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

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

Section 10.3 Notice to Bondholders. The Trustee shall give to the Bondholders notice of each default hereunder known to the Trustee (or of which the Trustee is deemed to have notice by Section 10.l(h) hereof) within ninety days after the occurrence thereof, unless such default shall have been remedied or cured before the giving of such notice; provided that, except in the case of default in the payment of principal of or premium, if any, or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Bondholders. Each such notice of default shall be given by the Trustee by mailing written notice thereof to all Bondholders of Bonds then outstanding whose names appear on the list of Bondholders as provided in Section 4.6 hereof.

Section 10.4 Intervention by the Trustee. In any judicial proceeding to which the Authority is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interest of owners of the Bonds, the Trustee may intervene on behalf of Bondholders and shall do so if requested in writing by the Bondholders of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 10.5 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor to the Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the

execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

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

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

Section 10.8 Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Authority by an instrument or concurrent instruments executed by its Chair/President and attested by its Secretary-Treasurer under its seal (or, if an Event of Default exists, by the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Authority by an instrument executed by the Chair/President and attested by the Secretary-Treasurer under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Authority shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners). The original Trustee and every such Trustee appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than Seventy-Five Million Dollars ($75,000,000).

Section 10.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority and the City an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Authority, or of its successor, execute and deliver an instrument transferring to such

successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article X, shall be filed or recorded by the successor Trustee in each recording office where the Indenture shall have been filed or recorded. Additionally, all substitutions of Trustee under the Security Documents shall be filed or recorded in accordance with the laws of the State.

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

Section 10.10 Right of the Trustee to Pay Taxes and Other Charges. In case any tax, assessment, governmental or other charge upon, or insurance premium with respect to, any part of a Project or Projects is not paid as required herein or in the Master Lease or the Security Documents, the Trustee may pay such tax, assessment, governmental or other charge, or insurance premium, without prejudice, however, to any rights of the Trustee or the Bondholders arising in consequence of such failure; and any amount at any time so paid under this Section 10.10, with interest thereon from the date of payment at a rate per annum equal to the then prevailing one-month U.S. Federal Treasury Rate as of the date of payment, but in no event less than a rate of 3.5% per annum, shall become so much additional indebtedness secured by the Indenture, and the same shall be given a preference in payment over any of the Bonds, and shall be paid out of the proceeds of Base Rentals or Additional Rentals collected from the Projects, if not otherwise caused to be paid; but the Trustee shall not be under any obligation to make any such payment unless it shall have been requested to do so by the Bondholders of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided with adequate funds for the purpose of such payment.

Section 10.11 Appointment of Co-Trustee. It is the purpose of the Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that in case of litigation under the Indenture, the Master Lease, or the Security Documents, and in particular in case of the enforcement of either upon an Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or Co-Trustee. The following provisions of this Section 10.11 are

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

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

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

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

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

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

(b) the Trustee shall retain in its possession all financial statements furnished to it pursuant to the Indenture. The Trustee shall transfer to any successor trustee copies of the records of the Trustee pertaining to the Bonds.

Section 10.15 Trustee's Own Funds. No provision of the Indenture or of the Bond Documents shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 10.16 Direct Payment Authorization. (a) The Authority hereby authorizes and directs the Trustee to take all necessary actions to effectively carry out the duties required to apply for and accept Direct Payments from the Internal Revenue Service on behalf of the Authority under Sections 54AA, 1400U-2, and 6431 of the Code or such other tax provisions of substantially similar nature which may be hereafter authorized. In connection with such application and acceptance of Direct Payments, the Authority shall provide to the Trustee (i) a copy of the executed Form 8038-TC filed in connection with the issuance of the Bonds, (ii) an incumbency certificate listing the officers of the Authority authorized to act on behalf of the Authority under this Indenture and (iii) such other instruments, opinions and certificates as the Trustee may reasonably request. Upon receipt of any Direct Payments, the Trustee shall promptly deposit such payment in the Bond Fund for use in paying debt service on the Bonds. Failure by the Trustee to prepare or file the Form 8038-CP shall not affect any payment obligations of the Authority hereunder. The Authority hereby authorizes and directs the Trustee to prepare and file the IRS Form 8038-CP as may be required from time to time under the Code as are within its power and are requested by and at the expense of the Authority and agreed to by the Trustee, to request the Direct Payments. The Form 8038-CP shall authorize the Direct Payments requested in accordance with this clause (a) to be paid to the Trustee.

(b) For fixed rate bonds, at least ninety (90) days prior to each Interest Payment Date with respect to the Bonds, the Trustee shall deliver to the Authority by a delivery method that provides the Trustee with evidence of delivery a completed Form 8038-CP, which is to be signed by an Authority Representative. The form and the certification shall be sent to the attention of an Authority Representative for the Authority's signature. The Authority shall return such signed Form 8038-CP to the Trustee not later than eighty (80) days prior to each Interest Payment Date with respect to the Bonds, by a delivery method which provides the Authority with evidence of delivery. Not more than ninety (90) and not less than seventy (70) days prior to each Interest Payment Date for the Bonds, the Trustee shall file, or cause to be filed a Form 8038-CP with the Internal Revenue Service Center, Ogden, Utah 84201, or any successor location specified by the Internal Revenue Service, or take such other or additional actions as may be required from time to time under the Code as are within its power and are requested by the Authority and agreed to by the Trustee, to request the Direct Payments with respect to such Interest Payment Date. Upon completion of filing, the Trustee shall deliver a copy of such Form 8038-CP to the Authority.

(c) For variable rate bonds, no more than five (5) days after the last Interest Payment Date within the calendar quarter period for which reimbursement is being requested, the Trustee shall deliver to the Authority by a delivery method

that provides the Trustee with evidence of delivery a completed Form 8038-CP, which is to be signed by an Authority Representative. The form and certification shall be sent to the attention of an Authority Representative. The Authority shall return such signed Form 8038-CP to the Trustee not later than twenty (20) days after the last Interest Payment Date within the calendar quarter period for which reimbursement is being requested with respect to the Bonds, by a delivery method which provides the Authority with evidence of delivery. Not more than 35 days after the last Interest Payment Date within the calendar quarter period for which reimbursement is being requested, the Trustee shall file or cause to be filed a Form 8038-CP with the Internal Revenue Service Center, Ogden, Utah 84201, or any successor location specified by the Internal Revenue Service, or take such other or additional actions as are within its power and are requested by the Authority and agreed to by the Trustee, to request the Direct Payments with respect to such prior Interest Payment Dates. Upon completion and filing, the Trustee shall deliver a copy of such Form 8038-CP to the Authority.

ARTICLE XI

SUPPLEMENTAL INDENTURES

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

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

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

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

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

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

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

(g) To make any other change which, in the judgment of the Trustee is not materially adverse to the Trustee or, as evidenced by an opinion of counsel delivered to the Trustee, the holders of the Bonds.

Section 11.2 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such Supplemental Indentures hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indentures, or (v) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture and the Security Documents on the Trust Estate or any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) deprive the Bondholder of any Bond then Outstanding of the lien hereby created on any material portion of the Trust Estate, without the prior consent of the Bondholders of 100% of the Bonds affected by such action. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which adversely affects the Trustee's rights, deeds or immunities under the Indenture or the Master Lease.

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

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

ARTICLE XII

AMENDMENT OF MASTER LEASE

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

Section 12.2 Amendments, etc., to the Master Lease Requiring Consent of Holders of the Bonds. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, neither the Authority nor the Trustee shall consent to any other amendment, change or modification of the Master Lease without mailing of notice and receipt of the written approval or consent of the Holders of not less than 66 2/3% in aggregate principal amount of the Bonds at the time outstanding given as in this Section 12.2 provided and the consent of any Security Instrument Provider as provided in any Supplemental Indenture. If at any time the Authority and the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Master Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 of the Indenture with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same

are on file at the principal office of Trustee for inspection by all Holders of the Bonds. No such amendment, change or modification of the Master Lease shall reduce the aggregate principal amount of the Bonds the Bondholders of which are required to consent to any amendment, change or modification of such Master Lease, or materially reduce or postpone payments required to be made under the Master Lease without the consent of all of the Holders of the Bonds Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Trustee and the Authority.

ARTICLE XIII

MISCELLANEOUS

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

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

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

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

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

Section 13.4 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by facsimile addressed as follows: If to the Authority, to the Local Building Authority of Lehi City, Utah, 153 North 100 East, Lehi, Utah, 84304, Attention: Chair/President; if to the Trustee, to U.S. Bank Trust Company, National Association, Salt Lake City, 170 South Main Street, Suite 200, Salt Lake City, Utah 84101, Attention: Corporate Trust Department; if to the City, 153 North 100 East, Lehi, Utah, 84304, Attention: Mayor. A duplicate copy of each notice required to be given hereunder by the Trustee to either the Authority or the City shall also be given to the others. The Authority, the City, and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.5 Payments Due on Days other than Business Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be other than a Business Day, then payment of principal and premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

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

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

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

LOCAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

(SEAL)

By: _____
Chair/President

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____

Title: _____

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of December 1, 2022

between

MUNICIPAL BUILDING AUTHORITY OF LEHI CITY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

Supplementing the General Indenture of Trust Dated as of December 1, 2022

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This FIRST SUPPLEMENTAL INDENTURE OF TRUST, dated as of December 1, 2022 (the "First Supplemental Indenture"), by and between the MUNICIPAL BUILDING AUTHORITY OF LEHI CITY, UTAH, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the "Trustee"),

W I TN E S S E T H:

WHEREAS, the Authority has entered into a General Indenture of Trust, dated as of December 1, 2022 (the "General Indenture") with the Trustee; and

WHEREAS, Lehi City, Utah (aka Lehi City Corporation) (the "City") has previously authorized and directed the creation of the Authority; and

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

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

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

WHEREAS, at the request of the City, the Authority desires to issue bonds for the purpose of financing the acquisition and construction of, furnishing and equipping of improvements to, a new fire station and library and related improvements (collectively, the "2022 Project"), as provided in the Act; and

WHEREAS, in order to (i) finance the 2022 Project and (ii) pay costs of issuance of the Series 2022 Bonds (hereinafter defined), the Authority has determined to issue its

Lease Revenue Bonds, Series 2022, in the aggregate principal amount of $_____ (the "Series 2022 Bonds"); and

WHEREAS, the City is the owner of fee simple title to the site whereon the 2022 Project will be located (the "Project Site") and has agreed to lease such Project Site to the Authority pursuant to a Ground Lease Agreement dated as of December 1, 2022 (the "Ground Lease"); and

WHEREAS, the Series 2022 Bonds will be authorized, issued and secured under the General Indenture, as amended and supplemented by this First Supplemental Indenture (together with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, pursuant to a Master Lease Agreement dated as of December 1, 2022 (the "Master Lease"), between the Authority and the City, the City, as lessee, has leased the 2022 Project from the Authority, as lessor, on an annually renewable basis; and

WHEREAS, under the provisions of a resolution adopted by the City Council of the City on October 11, 2022 (the "City Resolution"), the City has authorized and approved the execution of the Master Lease and has authorized and approved certain actions to be taken by the Authority in connection with the issuance of the Series 2022 Bonds, including the execution, delivery and performance of the General Indenture and this First Supplemental Indenture; and

WHEREAS, under the provisions of a resolution adopted on October 11, 2022 (the "Authority Resolution"), the Board of Trustees of the Authority (the "Governing Board") has authorized, approved and directed the execution of the Master Lease, the General Indenture and this First Supplemental Indenture and has authorized and approved certain actions to be taken by the Authority in connection with the issuance of the Series 2022 Bonds hereunder; and

WHEREAS, _____ (the "Underwriter") has offered to purchase the Series 2022 Bonds in accordance with the terms and conditions of a Purchase Contract dated _____, 2022 (the "Purchase Contract"), by and among the Authority, the City, and the Underwriter; and

WHEREAS, the Authority desires to sell the Series 2022 Bonds to the Underwriter in accordance with the terms and condition of the Purchase Contract; and

WHEREAS, the execution and delivery of the Series 2022 Bonds and of this First Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2022 Bonds, when executed by the Authority and authenticated by the Trustee, the valid and binding legal obligations of the Authority and to make the General Indenture, as amended and supplemented by this First Supplemental Indenture, a valid assignment and pledge of the amounts pledged to the payment of the principal of and premium, if any, and interest on the Series 2022 Bonds and a valid assignment of the rights of the Authority with respect to the 2022 Project under the Master Lease (except the rights

of the Authority under Sections 6.3(d), 6.3(j), 13.3 and 14.5 of the Master Lease) have been done and performed.

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

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

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

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

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

"Interest Payment Date" means with respect to the Series 2022 Bonds, each _____ and _____, commencing _____, 2022.

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

"Assignment of Ground Lease Agreement" means the agreement dated as of December 1, 2022, by and between the Authority and the Trustee.

"Bond Purchase Contract means the Bond Purchase Contract dated November 9, 2022, by and among the Authority, the City and the Underwriter.

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

"Debt Service Reserve Requirement" means, with respect to the Series 2022 Bonds, [$0].

"First Supplemental Indenture" means this First Supplemental Indenture dated as of December 1, 2022, between the Authority and the Trustee.

"Deed of Trust" means the Leasehold Deed of Trust, Assignment of Rents and Security Agreement dated as of December 1, 2022 by and between the Authority and the Trustee.

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

"Original Issue Date" means with respect to the Series 2022 Bonds, November 24, 2022, the date the Series 2022 Bonds are initially issued.

"Register" means the record of ownership of the Series 2022 Bonds maintained by the Bond Registrar.

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

"Series 2022 Cost of Issuance Account" means the account established in **Error! Reference source not found.** herein.

"Series 2022 Bonds" means the Authority's Lease Revenue Bonds, Series 2022, issued in the aggregate principal amount of $_____ herein authorized.

"Series 2022 Ground Lease" means the Ground Lease Agreement, dated as of _____, 2022 by and between the City and the Authority pursuant to which the City will lease the site on which the 2022 Project will be constructed.

"2022 Project" means the acquisition and construction of, furnishing and equipping of improvements to, a new fire station and library and related improvements.

"Underwriter" means _____.

ARTICLE II

ISSUANCE OF THE SERIES 2022 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2022 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) pay the costs of the 2022 Project and (ii) pay costs of issuance of the Series 2022 Bonds. The Series 2022 Bonds shall be limited to $_____ in aggregate principal amount, shall be issued in fully registered form, and shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2022 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Municipal Building Authority of Lehi City, Utah Lease Revenue Bonds, Series 2022."

Section 2.2 Date, Maturity and Interest Rates. The Series 2022 Bonds shall be dated as of the Dated Date, and shall mature in the years and in the amounts and shall bear

interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2022 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

Maturity (_____)	Principal Amount	Interest Rate

*Term Bond

The interest on Series 2022 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Regular Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner of any Series 2022 Bonds on such Regular Record Date, and may be paid to the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten days prior to such Special Record Date. The principal of and premium, if any, on the Series 2022 Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed by certified mail on each Interest Payment Date to the Holder of each of the Series 2022 Bonds as the name and address of such Holder appears on the Record Date in the Register. Interest on the Series 2022 Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.3 Redemption.

(a) Optional Redemption. [The Series 2022 Bonds maturing on or prior to _____, 20__, are not subject to redemption prior to maturity. The Series 2022 Bonds maturing on or after _____, 2031, are subject to redemption prior to maturity at the option of the Authority in whole or in part on any date on and after _____, 20__, and if in part, in such order of maturity as may be directed by the Authority at a redemption price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest to the date of redemption.

(b) Mandatory Sinking Fund Redemption. The Series 2022 Bonds maturing on _____, 20__, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Date (_____)	Principal Amount

_____

* Final maturity date.

(c) The Series 2022 Bonds maturing on _____, 20__, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Date (_____)	Principal Amount

_____

* Final maturity date.

Upon redemption of any Series 2022 Bonds maturing on _____, 20__ or _____, 20__, other than by application of such mandatory sinking fund

redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the related Series 2022 Bonds, in such order as shall be directed by the Authority.]

(d) Extraordinary Redemption. The Series 2022 Bonds shall be callable for redemption prior to maturity in whole on any date, if (i) the 2022 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 2022 Project shall become apparent, or title to or the use of all or any material portion of the 2022 Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the 2022 Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of the 2022 Project by depositing such Net Proceeds into the Bond Fund, as provided in Section 10.2 of the Master Lease. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the City with respect to the 2022 Project under the Master Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to the 2022 Project, and possession of the 2022 Project, as well as all right, title and interest of the City and the Authority in any funds or accounts created under the Indenture with respect to the 2022 Project shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Security Documents applicable to the 2022 Project may, subject to the limitations of Article IX of the General Indenture, be foreclosed and the Authority's interest in the 2022 Project liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the 2022 Project (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed outstanding), shall be applied to the redemption of the Series 2022 Bonds at the earliest date practicable, as specified in a written notice from the Authority to the Trustee. Any such redemption of the Series 2022 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date. IN THE EVENT THE SERIES 2022 BONDS ARE TO BE REDEEMED PURSUANT TO THE PROVISIONS OF THIS PARAGRAPH (C), BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY, OR THE TRUSTEE WITH RESPECT TO SAID SERIES 2022 BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of the Series 2022 Bonds, the Trustee is authorized and directed to transfer said moneys to the City.

Section 2.4 Execution of Bonds. The Chair/President is hereby authorized to execute by facsimile or manual signature the Series 2022 Bonds and the Secretary-

Treasurer to countersign by facsimile or manual signature the Series 2022 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2022 Bonds a facsimile of the official seal of the Authority, and the Trustee shall manually authenticate the Series 2022 Bonds.

Section 2.5 Delivery of Bonds. Upon the execution and delivery of this First Supplemental Indenture, the Authority shall execute and deliver to the Trustee and the Trustee shall authenticate the Series 2022 Bonds deliver the Series 2022 Bonds to the Underwriter thereof as directed by the Authority.

The Series 2022 Bonds issued pursuant to this First Supplemental Indenture shall be equally and ratably secured under the Indenture with all other series of Additional Bonds and Refunding Bonds, if any, issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Section 2.6 Limited Obligation. The Series 2022 Bonds, together with interest thereon, shall be special, limited obligations of the Authority as described in the General Indenture.

Section 2.7 Series 2022 Bonds to Remain Tax-Exempt. The Authority covenants and agrees to and for the benefit of the Bondholders that the Authority (i) will not take any action that would cause interest on the Series 2022 Bonds to become includible in gross income for purposes of federal or state income taxation, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the Series 2022 Bonds to become includible in gross income for purposes of federal or state income taxation, and (iii) will comply with any other requirements of federal and state tax law applicable to the Series 2022 Bonds in order to preserve the exclusion from gross income, for purposes of federal income taxation, of interest on the Series 2022 Bonds.

Section 2.8 Record of Payment. In the event of a redemption, acceleration, or any other similar transaction necessitating a reduction in aggregate principal amount of any of the Series 2022 Bonds outstanding, a Bondholder shall make an appropriate notation on the Series 2022 Bonds certificate indicating the date and amounts of such reduction in principal, except in the case of final maturity in which case the certificate must be presented to the Paying Agent (or as otherwise provided herein) prior to payment. In the case of a discrepancy between the record of payments on the Series 2022 Bonds and the Bond Registrar's records, the Bond Registrar's records shall govern.

Section 2.9 Book-Entry Only System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9, the registered holder of all Series 2022 Bonds shall be, and the Series 2022 Bonds shall be registered in the name of, Cede and Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(iii) of this Section 2.9, ("DTC"). Payment of interest for any Series 2022 Bond, as applicable, shall be made in accordance with the provisions of this Indenture to the account of Cede on the

Interest Payment Date for the Series 2022 Bonds at the address indicated for Cede in the registry books of the Trustee.

(b) The Series 2022 Bonds shall be initially issued in the form of a separate registered Bond in the amount of each separate stated maturity of the Series 2022 Bonds. Upon initial issuance, the ownership of each such Series 2022 Bond shall be registered in the registry books of the Authority kept by the Trustee, in the name of Cede, as nominee of DTC. With respect to Series 2022 Bonds so registered in the name of Cede, the Authority, the Trustee and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2022 Bonds. Without limiting the immediately preceding sentence, the Authority, the Trustee and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2022 Bonds; (ii) the delivery of any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2022 Bonds, including any notice of redemption; or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2022 Bonds. The Authority, the Trustee and any Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each Series 2022 Bond for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each such Series 2022 Bond, (2) giving notices of redemption and other matters with respect to such Series 2022 Bonds and (3) registering transfers with respect to such Series 2022 Bonds. The Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2022 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Authority's obligations with respect to such principal, or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.8, no person other than DTC shall receive a Series 2022 Bond evidencing the obligation of the Authority to make payments of principal or redemption price of, and interest on, any such Series 2022 Bond pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this Indenture, the word "Cede" in this Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9, and notwithstanding any other provisions of this Indenture, the Series 2022 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2022 Bonds at any time by giving written notice to the Authority, the Trustee and the Paying Agent, which notice shall certify that DTC

has discharged its responsibilities with respect to the Series 2022 Bonds under applicable law.

(ii) The Authority, in its sole discretion and without the consent of any other person, may, by notice to the Trustee, terminate the services of DTC with respect to the Series 2022 Bonds if the Authority determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2022 Bonds or the Authority; and the Authority shall, by notice to the Trustee, terminate the services of DTC with respect to the Series 2022 Bonds upon receipt by the Authority, the Trustee, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2022 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2022 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2022 Bonds be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2022 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2022 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2022 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Authority may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Authority, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2022 Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC. In such event, the Authority shall execute and the Trustee shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2022 Bonds.

(iv) Notwithstanding any other provision of this Indenture to the contrary, so long as any Series 2022 Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2022 Bond and all notices with respect to such Series 2022 Bond shall be made and given, respectively, to DTC as provided in the hereinafter defined Representation Letter of the Authority addressed to DTC and in DTC's operational arrangements.

(v) In connection with any notice or other communication to be provided to Owners of Series 2022 Bonds registered in the name of Cede

pursuant to the Indenture by the Authority or the Trustee with respect to any consent or other action to be taken by such Owners, the Authority shall establish a record date for such consent or other action by such Owners and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(vi) A blanket Representation Letter (the "Representation Letter") has been executed and delivered by the Authority. The execution and delivery of the Representation Letter shall not in any way limit the provisions of this Section 2.9 hereof or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to persons having interests in the Series 2022 Bonds other than the registered owners of the Series 2022 Bonds, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the Authority and the Trustee in the Representation Letter or any other comparable agreement with a securities depository with respect to the Trustee and in DTC's operational arrangements to at all times by complied with.

ARTICLE III

FUNDS AND ACCOUNTS

Section 3.1 Creation of Series 2022 Accounts. There is hereby established with the Trustee a Series 2022 Bond Account within the Bond Fund, a Series 2022 Account within the Cost of Issuance Account, and a Series 2022 Account within the Construction Fund.

Section 3.2 Disbursement of Series 2022 Bond Proceeds. The Authority shall deposit with the Trustee the proceeds from the sale of the Series 2022 Bonds in the amount of $_____, (being the par amount of the Series 2022 Bonds, plus a reoffering premium of $_____, and less an Underwriter's discount of $_____), and the Trustee shall transfer and deposit such amounts as follow:

(a) An amount equal to $_____ shall be deposited into the Series 2022 Construction Fund; and

(b) The remaining amount into the Series 2022 Cost of Issuance Account held by the Trustee to be used to pay costs of issuance of the Series 2022 Bonds.

Section 3.3 Costs of Issuance Account; Payment of Costs of Issuing Series 2022 Bonds. An amount equal to $_____ of the proceeds of the Series 2022 Bonds shall be deposited into the Series 2022 Cost of Issuance Account. At or about the time of the issuance of the Series 2022 Bonds, the Trustee shall apply the amounts on deposit in the Series 2022 Cost of Issuance Account to pay costs of issuing the Series 2022 Bonds, as instructed in the Cost of Issuance Disbursement in substantially the form of Exhibit B

attached hereto to be signed by the Chair/President of the Authority. Any amounts remaining in the Series 2022 Cost of Issuance Account 90 days after the delivery of the Series 2022 Bonds shall be transferred to the Series 2022 Account of the Construction Fund and applied to the uses therein authorized.

Section 3.4 Debt Service Reserve Requirement. The Debt Service Reserve Requirement with respect to the Series 2022 Bonds shall be [$0].

Section 3.5 Deposit to and Use of Series 2022 Account of Construction Fund. The balance of the proceeds of the Series 2022 Bonds remaining after depositing $_____ to the Series 2022 Cost of Issuance Account for payment of certain costs of issuance of the Series 2022 Bonds as contemplated by Section 3.3 of this First Supplemental Indenture, shall be deposited into the Series 2022 Account in the Construction Fund. The amount on deposit in the Series 2022 Account of the Construction Fund shall be disbursed by the Trustee for the purpose for which the Series 2022 Bonds were issued [(including any capitalized interest thereon)] in accordance with the provisions of the Master Lease and the Indenture. Upon completion of the 2022 Project, as evidenced by delivery of a completion certificate, amounts remaining on deposit in the Series 2022 Account of the Construction Fund shall be applied to the redemption of Series 2022 Bonds as soon as practicable.

[Other than any amounts for capitalized interest on the Series 2022 Bonds, which shall be disbursed as permitted above without further direction as the same becomes due and payable], no amounts shall be disbursed from the Series 2022 Account of the Construction Fund for payment of Contractors with respect to the 2022 Project until the applicable requirements of the Master Lease and the Indenture have been met and reasonable evidence of the same (including the insurance requirements in Article VII and Article IX of the Master Lease) has been delivered to the Trustee.

Section 3.6 Series 2022 Bonds as Initial Bonds. The Series 2022 Bonds are issued as the Initial Bonds under the Indenture. The Authority hereby certifies that the requirements set forth herein and in Section 2.4 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2022 Bonds.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

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

ARTICLE V

MISCELLANEOUS

Section 5.1 Confirmation of Sale of Series 2022 Bonds. The sale of the Series 2022 Bonds to the Underwriter at a price of $_____ is hereby ratified, confirmed and approved.

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

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

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

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

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

MUNICIPAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

By: _____
Chair/President

(SEAL)

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____

Title: _____

EXHIBIT A

FORM OF SERIES 2022 BONDS

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

UNITED STATES OF AMERICA
STATE OF UTAH
MUNICIPAL BUILDING AUTHORITY OF LEHI CITY, UTAH
LEASE REVENUE BOND, SERIES 2022

REGISTERED NUMBER R-1 REGISTERED $_____

Interest Rate	Maturity Date	Original Issue Date	CUSIP

REGISTERED OWNER: CEDE & CO.

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

The Municipal Building Authority of Lehi City, Utah, a nonprofit corporation duly organized and existing under the laws of the State of Utah (the "Authority"), performing essential governmental functions on behalf of the Lehi City, Utah, a body corporate and politic of the State of Utah (the "City") for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the Registered Owner named above, or registered assigns, on the Maturity Date specified above, the Principal Amount specified above, and in like manner to pay interest on said amount at the Interest Rate specified above (calculated on the basis of a 360-day year consisting of twelve 30-day months), payable on _____ and _____ of each year (each an "Interest Payment Date") commencing _____, 20__, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto. Principal payments due to mandatory sinking fund redemption may be noted on the Record of Principal Payments attached hereto and upon signature of an authorized officer of the Registered Owner, the principal amount of this Bond shall be reduced by the payment of principal thereof on the dates and amounts indicated on such Record of Principal Payments without the surrender of the Bond to the Paying Agent. Interest on this Bond shall be payable by wire transfer to an account located in the United States or check or draft mailed

to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when wired or mailed by certified mail. Both principal and interest shall be payable in lawful money of the United States of America designated by the Registered Owner in written instructions furnished to the Trustee.

The Series 2022 Bonds (hereinafter defined) are dated as of the Original Issue Date shown above. Interest on the Series 2022 Bonds authenticated prior to the first Interest Payment Date shall accrue from and including the Original Issue Date. Interest on the Series 2022 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, from that date.

This Bond is one of an authorized issue of Lease Revenue Bonds, Series 2022, of the Authority limited in aggregate principal amount to $_____ (the "Series 2022 Bonds") issued to (a) financing the acquisition and construction of, furnishing and equipping of improvements to, a new fire station and library and related improvements (collectively, the "2022 Project") and (b) pay costs of issuance of the Series 2022 Bonds. The 2022 Project has been leased by the Authority to the City under the terms of a Master Lease Agreement dated as of _____, 2022 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the "Master Lease"). The obligation of the City to make lease payments under the Master Lease is subject to the annual renewal of the Master Lease and to the right of the City to terminate its payment obligations with respect to the 2022 Project under the Master Lease in the event that the City fails to appropriate moneys to pay such rentals. In the event that the City's payment obligations under the Master Lease shall be terminated by reason of a failure to appropriate (referred to herein as "Event of Nonappropriation") or by reason of an Event of Default (as defined in the Master Lease), the principal amount of this Series 2022 Bond and interest hereon will be payable from such moneys, if any, as may be available under the Indenture for such purpose, including any moneys received by the Trustee from a liquidation or other disposition of the Authority's interest in the 2022 Project including a foreclosure of the lien of the Indenture (hereinafter defined) and the Security Documents (as defined in the Indenture), subject to the limitations contained in the Indenture. Under certain circumstances, this Series 2022 Bond and the interest hereon may also be payable from Net Proceeds (as defined in the Master Lease) of insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the 2022 Project.

The Series 2022 Bonds are issued pursuant to the authority contained in the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the "Act"), and under and are equally and ratably secured by and entitled to the protection of a General Indenture of Trust dated as of _____, 2022 (the "General Indenture") and a First Supplemental Indenture of Trust dated as of _____, 2022 (the "First Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the Authority and the Trustee,

duly executed and delivered by the Authority to the Trustee and pursuant to which the Base Rentals (as defined in the Master Lease) payable by the City, under the Master Lease and, if paid by the City, the Purchase Option Price (as defined in the Master Lease), are assigned to the Trustee to secure the payment of principal of, premium, if any, and interest on the Series 2022 Bonds. Additionally, the Authority has granted a security interest in the 2022 Project, pursuant to certain Security Documents to the Trustee to further secure its obligations under the Indenture.

The Indenture provides that, upon the conditions and restrictions therein, the Authority may hereafter issue Refunding Bonds or Additional Bonds (each as defined in the Indenture) from time to time to finance or refinance the costs of the 2022 Project or other facilities and improvements under certain terms and conditions contained in the Indenture and in the Master Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank pari passu with the Series 2022 Bonds then Outstanding (as defined in the Indenture) and be equally and ratably secured and entitled to the protection of the Indenture and the Security Documents (the Series 2022 Bonds, the Refunding Bonds and the Additional Bonds are collectively referred to herein as the "Bonds"). Reference is hereby made to the Master Lease, the Security Documents and the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the City, the Authority, the Trustee and the holders of the Series 2022 Bonds, the issuance of Refunding Bonds or Additional Bonds, the terms upon which the Series 2022 Bonds are issued and secured, the terms and conditions upon which the Series 2022 Bonds will be deemed to have been paid, at or prior to maturity or redemption of the Series 2022 Bonds, and the rights of the holders of the Series 2022 Bonds upon the occurrence of an Event of Default or an Event of Nonappropriation.

The Series 2022 Bonds and the interest thereon constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2022 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Trustee, the Net Proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Authority's interest in the 2022 Project subsequent to foreclosure of the lien of the Indenture and the Security Documents, the Series 2022 Bonds and the interest thereon are payable solely from Base Rentals, and, if paid, the Purchase Option Price paid by the City under the Master Lease. Payments under the Master Lease may be made only from City Funds (as defined in the Master Lease) which are legally available for such purpose.

Neither the Master Lease, the Series 2022 Bonds, nor the interest thereon shall constitute or give rise to a general obligation indebtedness of the City, or a charge against the City or its general credit or the taxing power of the City. Neither the City nor the Authority on its behalf, has pledged the credit of the City to the payment of the Series 2022 Bonds, the interest thereon or amounts due or to become due under the Master Lease. The Authority has no taxing power.

THE CITY IS NOT OBLIGATED TO APPROPRIATE CITY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE

PURCHASE OPTION PRICE UNDER THE MASTER LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE CITY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2022 BONDS. THE MASTER LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE CITY'S PAYMENT OBLIGATIONS UNDER THE MASTER LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF DEFAULT. IN SUCH EVENT, ALL PAYMENTS FROM THE CITY UNDER THE MASTER LEASE WILL TERMINATE AND THE SERIES 2022 BONDS AND THE INTEREST THEREON WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE TRUSTEE UNDER THE INDENTURE AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE AUTHORITY'S INTEREST IN THE 2022 PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE INDENTURE AND THE SECURITY DOCUMENTS, SUBJECT TO THE LIMITATIONS SET FORTH IN THE INDENTURE. A BONDHOLDER SHOULD NOT ANTICIPATE THAT IT WILL BE POSSIBLE TO FORECLOSE THE AUTHORITY'S INTEREST IN THE 2022 PROJECT AND LIQUIDATE, RELET OR SELL SUCH INTEREST AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT FOR AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2022 BONDS THEN OUTSTANDING PLUS ACCRUED INTEREST THEREON.

No deficiency judgment upon foreclosure may be entered against the City or the Authority and no breach of any provision of the Master Lease, the Security Documents, the Series 2022 Bonds or the Indenture shall impose any general obligation or liability upon or a charge against the City, the Authority, or the general credit or taxing powers of the City.

This Series 2022 Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal corporate trust office of the Trustee in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2022 Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Authority, the Paying Agent and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Series 2022 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes and the Authority, the Paying Agent and the Trustee shall not be affected by any notice to the contrary.

The Series 2022 Bonds are subject to redemption prior to maturity at the times, upon the occurrence of the events and with notice all as found in the Indenture.

In the event of a redemption, acceleration, or any other similar transaction necessitating a reduction in aggregate principal amount of the Series 2022 Bonds, including any mandatory sinking fund redemption, a Bondholder shall make an appropriate notation

on the Series 2022 Bonds certificate indicating the date and amounts of such reduction in principal, except in the case of final maturity in which case the certificate must be presented to the Paying Agent prior to payment. In the case of a discrepancy between the record of payments on the Series 2022 Bonds and the Bond Registrar's records, the Bond Registrar's records shall govern.

The Registered Owner of this Series 2022 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Master Lease or any Event of Default under the Indenture or the Security Documents, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2022 Bonds at any time by the Authority with the consent of the City (if an Event of Default does not then exist under the Master Lease) and the Registered Owners of not less than 66 2/3% in aggregate principal amount of the Series 2022 Bonds at the time Outstanding. The Indenture also permits waiver of compliance by the Authority with any terms of the Indenture with the consent of the City (if an Event of Default does not then exist under the Master Lease) and the Registered Owners of not less than 66 2/3% in aggregate principal amount of the Series 2022 Bonds at the time Outstanding. Any such consent or waiver by the Registered Owner of this Series 2022 Bond shall be conclusive and binding upon such Owner and upon all future holders of this Series 2022 Bond and of any Bond issued upon the transfer or exchange of this Series 2022 Bond whether or not notation of such consent or waiver is made upon this Series 2022 Bond. The Indenture also contains provisions permitting the Trustee to waive certain Events of Default under the Indenture and their consequences. The Indenture requires the written consent of the Trustee to any waiver or amendment of any provision of the Indenture or any supplemental indenture which modifies the rights, duties or immunities of the Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Series 2022 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 2022 Bond and the issue of which it forms a part, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation. As required by the Act, the City has by resolution authorized the Authority to issue the Series 2022 Bonds and to execute and deliver the Master Lease, the Security Documents and the Indenture.

This Series 2022 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Authority has caused this Series 2022 Bond to be executed in its name by the facsimile or manual signature of its Chair/President and its corporate seal to be hereunto impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary-Treasurer, and said officials do by the execution hereof adopt as and for the respective proper signatures their respective facsimile or manual signatures appearing hereon.

MUNICIPAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

(SEAL)

By: _____
Chair/President

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2022 Bonds of the issue described in the within-mentioned First Supplemental Indenture of Trust.

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

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

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

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

DATED: _____

Signature _____

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

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

Pursuant to Section 3.3 of the First Supplemental Indenture of Trust dated as of December 1, 2022, you are hereby authorized to pay to the following costs of issuance from the Series 2022 Costs of Issuance Account:

[See Attached Schedule]

MUNICIPAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

By: _____
Chair/President

COSTS OF ISSUANCE

Payee	Purpose	Amount

WHEN RECORDED, RETURN TO:

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

GROUND LEASE AGREEMENT

Dated as of December 1, 2022

between

LOCAL BUILDING AUTHORITY
OF LEHI CITY, UTAH, AS LESSEE

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

and

LEHI CITY CORPORATION, AS LESSOR

A Body Politic
of the State of Utah

THIS GROUND LEASE AGREEMENT (this "Ground Lease") dated as of December 1, 2022, entered into by and between the LOCAL BUILDING AUTHORITY OF LEHI CITY, UTAH (the "Authority"), as lessee hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a certain General Indenture of Trust of even date herewith, and LEHI CITY CORPORATION (the "City"), as lessor hereunder, a body politic duly existing under the laws of the State of Utah;

WITNESSETH:

WHEREAS, the City is the owner in fee simple of the real property described in the attached Exhibit A (the "Property"); and

WHEREAS, at the request of the City, the Authority desires to issue its Lease Revenue Bonds, Series 2022, in the aggregate principal amount of $_____ (the "Series 2022 Bonds") for the purpose of (a) finance the acquisition and construction of, furnishing and equipping of improvements to, a new fire station and city hall/library and related improvements (together, the "Series 2022 Project") and (b) paying costs of issuance of the Series 2022 Bonds; and

WHEREAS, the Authority desires to lease, as ground lessee, from the City the real property described as Exhibit A attached hereto (the "Property") upon which the Series 2022 Project will be located; and

WHEREAS, the City desires to lease the Property, as ground lessor, to the Authority under the terms and provisions set forth in this Ground Lease; and

WHEREAS, under the provisions of a resolution dated October 11, 2022, the City has authorized and approved (i) the execution of this Ground Lease, (ii) a Master Lease Agreement dated as of December 1, 2022 (the "Master Lease") between the City and the Authority, wherein the Authority will lease to the City the Series 2022 Project and (iii) certain actions to be taken by the Authority in connection with the financing of the Series 2022 Project, including the issuance by the Authority of the Series 2022 Bonds under a General Indenture of Trust and a First Supplemental Indenture of Trust each dated as of December 1, 2022 (together, the "Indenture"), each between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"); and

WHEREAS, pursuant to the provisions of a resolution dated October 11, 2022, the Governing Board of the Authority has authorized, approved and directed the execution of this Ground Lease, has authorized and approved the execution of the Master Lease, the Indenture and the other Security Documents (as defined in the Indenture) and has authorized, approved and directed certain actions to be taken by the Authority in connection with the financing of the Series 2022 Project, including the issuance of the Series 2022 Bonds:

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

ARTICLE I

DEFINITIONS

Terms defined in the above recitals shall have the same meaning when used herein. Unless the context otherwise requires or unless otherwise specified herein, all terms defined in Article I of the General Indenture, Article I of the First Supplemental Indenture and Article I of the Master Lease shall have the same meaning where used in this Ground Lease. In addition, unless the context otherwise requires, the terms defined in this Article I shall, for purposes of this Ground Lease, have the meaning herein specified.

"Event of Default" means one or more events of default as defined in Section 12.1 of this Ground Lease.

"Ground Lease Term" means the duration of the leasehold estate created in the Property as provided in Article IV of this Ground Lease.

"Property" has the meaning ascribed thereto in the recitals to this Ground Lease.

"Rentals" means the rental payments payable by the Authority hereunder.

"State" means the State of Utah.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) The City is a duly existing political subdivision and body corporate and politic within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by this Ground Lease and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of this Ground Lease.

(b) The City warrants that it holds the fee simple interest in the Property and that all the Property is free from any encumbrances other than Permitted Encumbrances.

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

(a) The Authority is a nonprofit corporation duly incorporated and in good standing in the State of Utah and is duly qualified to transact business in the

State of Utah, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has the corporate power and authority to enter into this Ground Lease and has duly authorized and approved the execution and delivery of this Ground Lease by proper corporate action.

(b) The Authority will take no action or fail to take any action, which action or failure to act would constitute a default under the Master Lease or this Ground Lease.

ARTICLE III

DEMISING CLAUSE

The City hereby demises and leases the Property to the Authority and the Authority leases the Property from the City, subject only to Permitted Encumbrances, in accordance with the provisions of this Ground Lease, to have and to hold for the Ground Lease Term unless sooner terminated as expressly provided herein.

ARTICLE IV

GROUND LEASE TERM

Section 4.1 Commencement of Ground Lease Term. The Ground Lease Term shall commence as of the date of issuance of the Series 2022 Bonds, and shall terminate on December 1, _____, unless sooner terminated in accordance with the provisions of Section 4.2 hereof.

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

(a) The expiration of the Ground Lease Term as provided in Section 4.1 hereof; or

(b) The conveyance of the Series 2022 Project to the City under the provisions of Section 12.1 of the Master Lease.

Section 4.3 Option to Renew Ground Lease. Notwithstanding anything contained elsewhere herein to the contrary, in the event the capital actually invested (as defined in the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated, 1953 as amended) by the Authority in improvements constructed upon the Property has not been fully repaid by the City at the expiration of the term of this Ground Lease, or upon an Event of Nonappropriation or Event of Default as described in Sections 6.6 and 14.1 respectively of the Master Lease, the Ground Lease shall automatically be renewed on the same terms and conditions as set forth herein, for an additional term sufficient to repay said capital, which term, when added to the number of years for which this Ground Lease has theretofore been in effect, shall not exceed forty (40) years.

ARTICLE V

ENJOYMENT OF PROPERTY

Subject to the provisions of the Master Lease, the City hereby covenants to provide the Authority during the Ground Lease Term with quiet use and enjoyment of the Property and the Authority shall during the Ground Lease Term peaceably and quietly have and hold and enjoy the Property, without suit, trouble or hindrance from the City, except as expressly set forth herein. The City shall not interfere with such quiet use and enjoyment during the Ground Lease Term so long as no Event of Default shall have occurred. The City shall at the request of the Authority join in any legal action in which the Authority asserts its right to such possession and enjoyment, to the extent that the City may lawfully do so. In addition, the Authority may at its own expense join in any legal action affecting its possession and enjoyment of the Property and shall be joined in any action affecting its liabilities hereunder.

The City shall have the right at all reasonable times during business hours to enter into and upon the Property for the purpose of inspecting the same.

ARTICLE VI

PAYMENTS BY THE AUTHORITY

The Authority shall pay Rental Payments to the City in the sum of Forty Dollars ($40.00) (being one dollar ($1) per year for a maximum of 40 years), which amount represents the total Rental Payments due hereunder during the Ground Lease Term (including all renewal option periods). The parties hereto hereby acknowledge that said Rental Payments have been paid in full on the date hereof in lawful money of the United States of America at the principal office of the City Council of the City. The City and the Authority hereby determine and agree that the Rental Payments payable hereunder during the Ground Lease Term, together with other good and valuable consideration received by the City under and pursuant to the Master Lease, represent reasonable rental for the use of the Property. In making such determination, the City and the Authority have given consideration to the current value of the Property, the execution by the City and the Authority of the Master Lease and the rentals payable thereunder, the financing by the Authority of the Series 2022 Project, the uses and purposes for which the Series 2022 Project will be employed by the City, the benefit to the citizens of the City by reason of the improvement of the Series 2022 Project and the use and occupancy of such facilities pursuant to the terms and provisions of the Master Lease.

ARTICLE VII

NONSUBORDINATION OF THE CITY'S INTEREST

The Authority intends to finance the Series 2022 Project by the issuance of the Series 2022 Bonds in accordance with the provisions of the Master Lease and Indenture; however, it is understood and agreed that only the Authority's leasehold interest in the Property will be used as security for the payment of the principal, premium, if any, and interest on such Series 2022 Bonds. Consequently, it is understood and agreed by and between the City and the Authority that the City has not subordinated, and shall not be required to subordinate, its interest in and to the Property to secure such financing. However, it is hereby acknowledged that improvements constructed on the Property, including but not limited to the Series 2022 Project, will or may be used as security for the Series 2022 Bonds. In addition, it is understood that the Authority intends to assign its interest, as lessee, in and to this Ground Lease to the Trustee to secure the Series 2022 Bonds. The City hereby consents to such assignment.

ARTICLE VIII

TITLE; LIMITATIONS ON ENCUMBRANCES

Section 8.1 Title to the Property and the Series 2022 Project. Subject to the leasehold interest created hereby, title to the Property shall at all times be held in the name of the City. Except personal property purchased by the City at its own expense, title to the Series 2022 Project and any and all additions and modifications thereto and replacements thereof shall be held in the name of the Authority. The City shall have no right, title or interest in the Series 2022 Project or any additions and modifications thereto or replacements thereof, except its reversionary rights by law as lessor and except as expressly set forth herein and in the Master Lease. On termination of this Ground Lease, the City shall become the title owner of all improvements affixed to the Property, including the Series 2022 Project. The Authority agrees to execute such documents on termination of this Ground Lease as are required to convey said improvements to the City as herein provided.

Section 8.2 No Encumbrance, Mortgage or Pledge. Neither the Authority nor the City shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except for Permitted Encumbrances as defined in the Master Lease.

Section 8.3 Encumbrance of Leasehold Interest. The Authority may encumber by mortgage or deed of trust, and may convey, assign or sublease, its leasehold interest and estate in the Property, alone or together with its interests in the Series 2022 Project as a whole, for the benefit of the holders of the Series 2022 Bonds. The execution of any such mortgage, deed of trust, assignment or other instrument or the foreclosure thereof or any sale thereunder, either by judicial proceeding or by virtue of any power reserved in such mortgage, deed of trust, assignment or conveyance by the Authority for the benefit of the holders of the Series 2022 Bonds, or the exercising of any right, power or privilege set

forth therein, shall not be held as a violation of any of the terms or conditions hereof. The assignee or grantee of any conveyance or assignment of the Authority may, at its option, at any time before the rights of the Authority have been terminated as provided herein, pay any of the Rentals due hereunder or pay any taxes and assessments, or do any other act or thing required of the Authority by the terms hereof, or do any act or thing which may be necessary or proper to be done in the observance of the covenants and conditions thereof, or to prevent the termination hereof; all payments so made, and all things so done and performed by such party or entity shall be effective to prevent a forfeiture of the rights of the Authority hereunder as the same would have been if done and performed by said Authority.

ARTICLE IX

MAINTENANCE, TAXES AND OTHER CHARGES

Section 9.1 Maintenance of the Property by the Authority. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease, the Authority agrees that at all times during the Ground Lease Term the Authority will maintain, preserve and keep the Property or cause the Property to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition and that the Authority will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals with respect to the Property, so that it will continue to be suitable for use as contemplated by the Master Lease.

Section 9.2 Other Governmental Charges and Utility Charges. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease and in the event that the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Property, the Authority shall pay an amount equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Authority shall be obligated to pay such amounts only for such installments as are required to be paid during the Ground Lease Term. In the event that the Ground Lease Term extends beyond the date of termination of the Master Lease, the Authority shall also pay as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property.

The Authority may, at the expense and in the name of the Authority, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom. In the event that the Authority shall fail to pay any of the foregoing items required by this Section 9.2 to be paid by the Authority, the City may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at the rate of ten percent (10%) per annum, the Authority agrees to pay.

ARTICLE X

CONDEMNATION; DESTRUCTION

If during the Ground Lease Term, title to, or the temporary or permanent use of the Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Authority and the City shall cooperate in the collection and disposition of the proceeds of condemnation such that the net proceeds of such condemnation allocable to the Property and to the Authority's leasehold interest in the Property created hereunder shall be deposited and utilized by the Trustee in accordance with the provisions of the Master Lease and the Indenture and the net proceeds of such condemnation allocable solely to the City's reversionary interest in the Property will be payable to the City. Except as otherwise provided in the Master Lease, if during the Ground Lease Term, the Series 2022 Project or any material portion thereof, shall be destroyed (in whole or in part), or damaged by fire or other casualty, the Net Proceeds of any insurance policy shall be deposited and utilized by the Trustee in accordance with the provisions of the Master Lease and the Indenture.

ARTICLE XI

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

Section 11.1 Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property hereby leased or intended so to be, or for carrying out the intention hereof.

Section 11.2 City and Authority Representatives. Whenever under the provisions hereof the approval of the City or the Authority is required, or the City or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the City by the City Representative and for the Authority by the Authority Representative, and any party hereto and the Trustee shall be authorized to act on any such approval or request.

Section 11.3 Requirements of Law. During the Ground Lease Term, the City and the Authority shall observe and comply promptly with all laws, ordinances, orders, rules and regulations of the federal, state, county and city governments and of all courts or other governmental authorities having jurisdiction over the Series 2022 Project or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Series 2022 Project, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Series 2022 Project or any portion thereof, whether the same are in

force at the commencement of the Ground Lease Term or may in the future be passed, enacted or directed.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1 Events of Default Defined. The following shall be an "Event of Default" under this Ground Lease: failure by the Authority to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of ninety (90) days after written notice, specifying such failure and requesting that it be remedied, has been given to the Authority and the Trustee by the City, unless the City shall agree in writing to an extension of time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the City shall not unreasonably withhold its consent to an extension of such time if corrective action shall be instituted by the Authority or the Trustee within the applicable period and diligently pursued until the default is corrected.

The foregoing provisions of this Section are subject to the following limitations: if, by reason of force majeure, the Authority shall be unable in whole or in part to carry out any agreement on its part herein contained, the Authority shall not be deemed in default during the continuance of such inability. The Authority agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Authority from carrying out its agreement; provided, however, that the settlement of strikes, lockout and other industrial disturbances shall be entirely within the discretion of the Authority, and the Authority shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Authority unfavorable to the Authority. A copy of any notice required by this Section shall also be provided to the Trustee.

Section 12.2 Remedies on Default. Whenever any Event of Default referred to in Section 12.1 of this Ground Lease shall have happened and be continuing, the City, shall have the right, at its option without any further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Ground Lease.

Section 12.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

Section 12.4 Agreement to Pay Attorney's Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorney's fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the City under this Section 12.4 shall be subject to the availability of City Funds and the obligation of the Authority shall be subject to the legal availability of such funds.

Section 12.5 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 12.6 No Termination of Ground Lease Term. Notwithstanding the remedies provided above, the Ground Lease Term of this Ground Lease may not be terminated prior to the end of the Ground Lease Term described in Article IV hereof by reason of an Event of Default hereunder.

ARTICLE XIII

INSURANCE, INDEMNIFICATION AND ENVIRONMENTAL MATTERS

Section 13.1 Insurance. The Authority hereby covenants and agrees to at all times provide, maintain and keep in force or cause to be kept in force such insurance as set forth in Article IX of the Master Lease with respect to the Series 2022 Project.

Section 13.2 Reserved.

Section 13.3 Workers' Compensation Coverage. Unless the City is otherwise required to carry such insurance pursuant to the Master Lease, at all times from the date hereof until the end of the Master Lease Term, the Authority shall maintain, or cause to be maintained, workers' compensation coverage with respect to officers, agents and employees of the Authority working in, on or about the Series 2022 Project, including coverage for occupational diseases.

Section 13.4 Indemnification Covenants. To the extent of the net proceeds of the insurance coverage of the Authority, the Authority shall and hereby agrees to indemnify and save the City harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of, or from any work or thing done on, the Series 2022 Project during the Lease Term from: (i) any condition of the Series 2022 Project and (ii) any act or negligence of the Authority or of any of its agents, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. To the extent of available moneys as set forth above, or

in the event the Authority is self-insured, or the insurance coverage has a deductible amount, then from moneys to be appropriated under budget proceedings for future years, if such appropriations are then made, the Authority shall indemnify and save the City harmless, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the City, shall defend it in any action or proceeding.

In exchange for the Authority's agreement to indemnify the City as provided in this Section, the City hereby agrees to assert any cause of action that it might individually have against any third parties for the benefit of the Authority. Furthermore, in no event will the City voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Series 2022 Project without the written consent of the Authority.

Section 13.5 Environmental Matters. The City hereby makes the following covenants, warranties, representations and promises with respect to the Property for the benefit of the Authority, the Trustee and the owner of the Bonds:

(a) The City will comply with any and all applicable federal, State, and local laws, rules, regulations or orders with respect to the discharge and remediations of any hazardous or toxic wastes, and shall pay, to the extent permitted by law and solely from and to the extent of City Funds (as defined in the Master Lease) at its sole cost and expense when due, the cost of any future reasonable and appropriate remediations of any such wastes, and shall take appropriate steps to keep the Property free of any lien imposed pursuant to such laws, rules, regulations or orders.

(b) In the event that the Environmental Protection Agency, any agency of the State, or any other federal, State or local governmental agency should rightfully initiate any action for the remediation of any "hazardous substance," as that term is defined in Title 42 of the United States Code, Section 960 1(14), from the Property, the City hereby agrees, to the extent permitted by law and solely from and to the extent of City Funds, to indemnify and hold harmless the Authority, the Trustee and the owners of the Bonds from any liability, costs and expenses, including reasonable attorney's fees, incurred in such action.

(c) To the best knowledge of the City and after reasonable investigation, the Property does not contain any hazardous or toxic substances, wastes or materials as defined in any applicable federal, State or local laws or regulations.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows: if to the Authority, Local Building Authority of the Lehi City, Utah, 153 North 100 East, Lehi, Utah, 84304, Attention: Chair; if to the City, 153 North 100 East, Lehi, Utah, 84304, Mayor; and if to the Trustee, as provided in the Master Lease. The Authority, the City and the Trustee, may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.2 Binding Effect. This Ground Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 14.3 Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.4 Amendments, Changes and Modifications. (a) Except as provided in subsection (b) below, subsequent to the issuance of the Series 2022 Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Ground Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of Trustee.

(b) Other real property (the "Substitute Property") may be substituted for the real property that is the subject to this Ground Lease, the description of which is contained on Exhibit A hereto, as long as the following conditions are satisfied:

(i) a property description of the Substitute Property shall be delivered to the Authority and the Trustee and a new Exhibit A containing a legal description of the Substitute Property shall be attached hereto;

(ii) a title insurance policy satisfying the requirements of Section 2.4(c)(v)(A) of the General Indenture shall be delivered to the Trustee;

(iii) a certificate signed by a City Representative to the effect that the Substitute Property is suitable for use as a city hall and that the Substitute Property has all means of ingress and egress so that the city hall may be accessed;

(iv) an opinion of the City Attorney of the City addressed to the Trustee and the City to the effect that the provisions of this Section 14.(4)(b) have been satisfied and that any exceptions appearing in the Title Report to the Substitute Property will not interfere with the operation of the Series

2022 Project or impair the marketability of the title to Series 2022 Project or the general security provided for holders of the Series 2022 Bonds issued under the Indenture; and

(v) and all documents relating to the substitution of property shall be properly recorded with the Utah County Recorder.

Section 14.5 Execution in Counterparts. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.6 Applicable Law. This Ground Lease shall be governed by and construed in accordance with the laws of the State.

Section 14.7 Captions. The captions or headings in this Ground Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ground Lease.

Section 14.8 Assignment. This Ground Lease may be assigned and reassigned by the Authority and the Authority's interest in the Property transferred in accordance with the terms hereof and of the Master Lease. This Ground Lease may not be assigned by the City for any reason.

Section 14.9 No Merger. The parties hereto agree that the doctrine of merger shall not operate to destroy or terminate the leasehold interest granted to the Authority under this Ground Lease.

IN WITNESS WHEREOF, the Authority has caused this Ground Lease to be executed with its corporate seal hereunto affixed and attested by its duly authorized officers. The City has executed this Ground Lease in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LOCAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

(SEAL)

By: _____
Chair/President

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

LEHI CITY CORPORATION

By: _____
Mayor

(SEAL)

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On _____, 2022, the foregoing instrument was acknowledged before me by Mark Anderson and Teisha Wilson, the Chair/President and Secretary-Treasurer, respectively, of the Local Building Authority of Lehi City, Utah.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On _____, 2022, the foregoing instrument was acknowledged before me by Mark Anderson and Teisha Wilson, the Mayor and City Recorder, respectively, of Lehi City, Utah.

_____
NOTARY PUBLIC

EXHIBIT A

DESCRIPTION OF PROPERTY

A description of that certain real property located in Utah County, Utah, to wit:

MASTER LEASE AGREEMENT

Dated as of December 1, 2022

between

LOCAL BUILDING AUTHORITY OF LEHI CITY, UTAH,
as Lessor

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

and

LEHI CITY, UTAH
as Lessee

A Body Politic Existing Within the State of Utah

Various interests of the Local Building Authority of Lehi City, Utah, in this Master Lease Agreement have been assigned U.S. Bank Trust Company, National Association, as Trustee under the General Indenture of Trust, as amended and supplemented by a First Supplemental Indenture of Trust, each dated as of the date hereof and by and between the Local Building Authority of Lehi City, Utah, and U.S. Bank Trust Company, National Association, as Trustee, and is subject to the security interest of U.S. Bank Trust Company, National Association, as Trustee under said Indenture.

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MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT (the "Master Lease") dated as of December 1, 2022, entered into by and between the LOCAL BUILDING AUTHORITY OF LEHI CITY, UTAH (the "Authority"), as lessor hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a General Indenture of Trust of even date herewith (the "General Indenture"), and LEHI CITY, UTAH (the "City"), as lessee hereunder, a body corporate duly existing as such within the State under the Constitution and laws of the State of Utah:

W I TN E S S E T H:

WHEREAS, the City is a body politic duly existing as such within the State under the Constitution and laws of the State; and

WHEREAS, the City has previously authorized and directed the creation of the Authority pursuant to the provisions of a resolution (the "Creating Resolution") by the City; and

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

WHEREAS, under the articles of incorporation of the Authority (the "Articles") and the Building Authority Act, the objects and purposes for which the Authority has been founded and incorporated are to acquire, construct, improve or extend any improvements, facilities or properties (whether real or personal) and appurtenances to them which the City is authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the City (collectively, the "Projects") and to finance or refinance the costs thereof on behalf of the City in accordance with the procedures and subject to the limitations of the Building Authority Act, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act") in order to accomplish the public purposes for which the City exists; and

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

WHEREAS, the Authority desires to issue its Lease Revenue Bonds, Series 2022, in the aggregate principal amount of $_____ (the "Series 2022 Bonds") to (a) finance the acquisition and construction of, furnishing and equipping of improvements to, a new fire station and library and related improvements (collectively, the "2022 Project") and (b) pay costs associated with the issuance of the Series 2022 Bonds; and

WHEREAS, the City has reviewed and approved (i) the estimated costs of the 2022 Project and (ii) the plans and specifications for the 2022 Project; and

WHEREAS, the City is the owner of the fee simple title to the site wherein the 2022 Project will be located (the "Project Site") and has agreed to lease the Project Site to the Authority pursuant to a Ground Lease Agreement dated as of December 1, 2022 (the "Ground Lease"); and

WHEREAS, the City desires to lease, as lessee, on an annually renewable basis, the 2022 Project and any other Projects hereafter acquired by the Authority for lease to the City and the Authority desires to lease, as lessor, the 2022 Project and any other Projects hereafter acquired under the terms and provisions set forth in this Master Lease; and

WHEREAS, under the provisions of a resolution adopted on October 11, 2022 (the "City Resolution"), the City has authorized and approved the execution of this Master Lease, the General Indenture and a First Supplemental Indenture of Trust of even date herewith (together with the General Indenture, the "Indenture") between the Authority and U.S. Bank Trust Company, National Association, as trustee, and the issuance of the Series 2022 Bonds; and

WHEREAS, pursuant to the provisions of a resolution adopted on October 11, 2022 (the "Authority Resolution"), the governing board of the Authority (the "Governing Board") has authorized, approved and directed the execution of this Master Lease and the Indenture and the issuance of the Series 2022 Bonds; and

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

"Additional Rentals" means the cost of all taxes, insurance premiums and expenses payable by, and fees and expenses of, the Trustee and its counsel 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, including all Security Instrument Repayment Obligations, Security Instrument Costs, Reserve Instrument Repayment Obligations and Reserve Instrument Costs.

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

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

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

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

"Building Authority Act" means the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended.

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

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

"City Funds" means all revenues and receipts derived by the City from the operation of the Projects, including, without limitation, funds of the City legally available therefor, all to the extent the same are budgeted and appropriated by the governing body of the City for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price hereunder during the Lease Term in which this Master Lease may be in effect.

"City Representative" means the Mayor, City Administrator, Finance Director and City Recorder of the City and any other person at any time designated to act on behalf of the City for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the City 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.

"Completion Date" means the date of completion of acquisition and/or construction of a Project, within the meaning of Section 17D-2-401(2) of the Building Authority Act, and of final acceptance by the City of such Project.

"Construction Contract" means any contract or agreement relating to the acquisition, development or construction of a Project or portion thereof.

"Contractor" means that party to a Construction Contract or Design Contract providing services related to a Project or portion thereof.

"Costs of Acquisition and Construction" means:

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

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

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

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

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

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

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

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

"Design Contract" means any contract or agreement relating to the architecture, design, engineering or planning of a Project or portion thereof.

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

"Event of Nonappropriation" means a failure by the City to renew this Master Lease by failing or refusing to budget and appropriate sufficient City Funds for the payment of all or any part of the Base Rentals and Additional Rentals for any Renewal Term hereof as set forth in Section 4.1 and Section 6.6 hereof. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the governing body of the City fails or refuses to adopt a final budget in accordance with applicable law which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term as contemplated by Section 4.1 hereof or on any earlier or later date on which the Trustee receives written notice from the City that the governing body of the City has failed or refused to make such appropriations and the term of this Master Lease will not be renewed; provided, however, that the Trustee,

with the consent of any Security Instrument Issuer, may waive any Event of Nonappropriation which is cured by the City within a reasonable time if, in the Trustee's judgment, such waiver is in the best interests of the Bondholders, except as otherwise provided in Section 4.1 hereof or as otherwise provided by Supplemental Indenture. Notwithstanding anything herein to the contrary, the City's failure or refusal to adopt a final budget in accordance with applicable law within the time provided by Section 4.1 hereof which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term shall constitute an Event of Nonappropriation.

"Fiscal Year" means the twelve-month period used from time to time by the City for its financial accounting purposes (currently July 1 to June 30).

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies and terrorists; 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.

"Ground Lease" means the Ground Lease Agreement dated as of December 1, 2022, by and between the City and the Authority.

"Ground Lease Term" means the duration of the leasehold estate created in the Project Site as provided in Article IV of the Ground Lease.

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

"Lease Term" means the duration of the leasehold estate created in the Projects as provided in Article IV of this Master Lease.

"Local Government Bonding Act" means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

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

"Nonprofit Corporation Act" means the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

"Original Term" means the initial portion of the Lease Term which terminates on June 30, 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 or therein; (iii) utility access and other easements and rights of way, restrictions and exceptions which the City Representative and the Authority Representative certify in writing to the Trustee will not interfere with the operation of the Projects or impair the marketability of title to the Projects or the general security provided for the Bondholders of the Bonds; (iv) the Indenture, the Security Documents and related financing statements; (v) the ownership interests of the City in any real or personal property which is the subject of any lease between the City, as lessor and the Authority, as lessee that is entered into in furtherance of any Project; (vi) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question; (vii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Projects and as do not materially impair the operation or marketability of title to the Projects; and (viii) any items contained in a Title Insurance Policy delivered in accordance with Sections 2.4, 2.13 or 2.14 of the General Indenture.

"Project or Projects" has the meaning ascribed to that term in the Indenture and includes the 2022 Project.

"Project Site" means the real property, as more fully described in Exhibit B hereof, where the Project is to be constructed.

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

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

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

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

"Series 2022 Bonds" means the Authority's Lease Revenue Bonds, Series 2022, issued in an aggregate principal amount of $_____ herein authorized.

"2022 Project" means, collectively, he acquisition and construction of, furnishing and equipping of improvements to, a new fire station and library and related improvements (as more fully described in Exhibit A hereto).

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

(d) The City is not in default under any of the provisions of the laws of the State which default would affect its existence or its powers referred to in Section 2.l(a) hereof. Neither the execution and delivery of this Master Lease nor the issuance and sale by the Authority of its Bonds, nor the performance by the City of its obligations under this Master Lease will constitute on the part of the City a breach of or a default under, any existing law, court or administrative regulation, decree, order or any material agreement, indenture, mortgage, lease or any other instrument to which the City is subject or by which it is or may be bound.

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

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

(g) The acquisition and construction of the Project will be accomplished in accordance with all applicable laws and the construction and financing of the Project 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.

(h) To the extent allowed by law, if an Event of Nonappropriation has occurred, the City shall not purchase, lease or rent substantially equivalent buildings or building space for the City's or Authority's use for functions that are substantially the same as those functions the 2022 Project has been used for until all of the principal and interest on the Series 2022 Bonds has been paid in full.

(i) No voter approval 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 and the Trustee as follows:

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

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

(b) The Authority will cause the Project to be acquired and constructed (subject to Permitted Encumbrances) and will complete or cause to be completed

the acquisition and construction of the Project in accordance with the plans and specifications therefor. The Authority will lease the Project to the City as hereinafter provided. It is understood by the parties hereto that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

(c) The Authority will not pledge the Base Rentals, the Additional Rentals, Purchase Option Price or any of its other rights under this Master Lease and will not assign its interest in or encumber the Project except as provided hereunder or under the Indenture and the Security Documents. All property and moneys received by the Authority from the City will, so long as no Event of Nonappropriation or no Event of Default shall occur, be applied for the benefit of the City, and all property and moneys received by the Authority under this Master Lease with respect to the Project and under the Indenture for the Bondholders of the Bonds will be applied for the proportionate benefit of said Bondholders.

(d) 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.

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

(f) The Authority will not use any of the proceeds of the sale of the Series 2022 Bonds in a manner not authorized by the terms of this Master Lease, the Indenture or the exhibits hereto and thereto.

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

(h) The Authority gave notice of its intent to issue the Series 2022 Bonds and no petition meeting the requirements of Section 17D-2-602 or 17D-2-

502 of the Building Authority Act was submitted during the 30-day period following publication of such notice. The Authority gave notice of a public hearing and held such public hearing with respect to the issuance of the Series 2022 Bonds all in accordance with the provisions of Section 11-14-318 of the Act.

ARTICLE III

DEMISING CLAUSE

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

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

The Authority warrants and covenants that it will acquire the Projects for the exclusive use of the City (subject to the occurrence of an Event of Default or an Event of Nonappropriation), subject to Permitted Encumbrances. The Authority will cause to be furnished to the Trustee a commitment for title insurance policy which meets the requirements of Section 2.4 of the General Indenture.

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 2022 Bonds and shall terminate at midnight on June 30, 20__. The Lease Term may be continued, solely at the option of the City, beyond the expiration of the Original Term for an additional one year, (the first "Renewal Term") and for additional Renewal Terms thereafter each of one year in duration (except that the final Renewal Term shall commence July 1, 20__ and end on June 15, 20__), upon the City having adopted a final budget in accordance with applicable law prior to the end of the then-current Original Term or Renewal Term, as the case may be, that appropriates specifically with respect to this Master Lease sufficient City Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the City shall have elected to continue the Lease Term for the

next following Renewal Term and shall have given adequate notice thereof as contemplated by Section l7D-2-402(1)(b) of the Building Authority Act. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals shall be as otherwise specified in Exhibit D attached hereto, for each such Renewal Term, as such Schedule may be revised as provided in Section 6.2 hereof.

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

In the event the governing body of the City is precluded, solely as a result of notice, hearing or other procedural requirements imposed by State law in connection with the adoption of a final budget, from adopting a final budget on or prior to the last day of any Fiscal Year, no Event of Nonappropriation shall be deemed to have occurred as a result of the failure to so adopt a final budget, provided that: (i) prior to the last day of such Fiscal Year, the governing body of the City shall have adopted a tentative budget which includes a tentative appropriation of City Funds sufficient to pay the Base Rentals and reasonably estimated Additional Rentals to become due during the succeeding Renewal Term; (ii) prior to the last day of such Fiscal Year, the City shall have delivered to the Trustee and any Security Instrument Issuer, a copy of the tentative budget adopted by its governing body and a notice stating that it is the intention of the governing body to renew the Lease Term upon the adoption of the final budget; (iii) any Base Rentals or Additional Rentals described in the preceding paragraph and provided further that any Rentals which become due and payable pursuant to the terms of this Master Lease prior to the adoption of such final budget shall be paid by the City in accordance with the tentative budget adopted by the governing body of the City; and (iv) the governing body of the City shall adopt a final

budget on or before the last date allowable under applicable law that includes the appropriation of City Funds required under this Section 4.1 to renew the Lease Term. The City shall promptly file a copy of the final budget so adopted by its governing body with the Trustee.

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

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

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

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

(d) the expiration or termination of the Lease Term pursuant to an Event of Nonappropriation or Section 10.3 of this Master Lease under the conditions provided therein; or

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

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

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

ARTICLE V

ENJOYMENT OF PROJECTS

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

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

ARTICLE VI

PAYMENTS BY THE CITY

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

Section 6.2. Payment of Base Rentals.

(a) The City shall pay Base Rentals exclusively from City Funds. The City shall pay Base Rentals during the Lease Term in such amounts as shall be sufficient to pay principal and interest when due on the Bonds. The Base Rentals shall be payable directly to the Trustee in periodic payments at the times and manner and in the amounts as specified in the schedule of Base Rental payments attached as Exhibit D hereto as shall equal the interest payments falling due on the Bonds on the next succeeding Interest Payment Date and the principal payments falling due on the Bonds either by regularly scheduled maturities or by mandatory sinking fund installment or redemption, on the next succeeding principal payment date, such that there shall be on deposit with the Trustee at least fifteen days prior to each principal and/or interest payment date on the Bonds an amount sufficient to make such payment. At the time of execution of this Master Lease, Base Rental payments for each payment date will equal the amounts set forth in Exhibit D hereto (however, in the event the City does not ensure payments in Exhibit D are paid in full, it shall be deemed an Event of Nonappropriation or an Event of Default, as applicable). The City understands that the Base Rental Payment Schedule attached as Exhibit D may be revised from time to time based on the redemption of Bonds (other than mandatory sinking fund redemptions), or the issuance of any Additional Bonds or Refunding Bonds allowed under the Indenture. The City hereby agrees to pay the Base Rentals in accordance with the Base Rental Payment Schedule attached hereto as Exhibit D hereto as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the principal of certain Bonds or to pay the principal of the Additional Bonds or Refunding Bonds and interest on such Additional Bonds or Refunding Bonds.

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

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

the Uncompleted Portion of the Project, the City and the Authority hereby agree, as follows:

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

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

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

(c) The amount of the Base Rentals otherwise payable by the City hereunder shall be reduced by an amount equal to (i) any earnings on the investment of the Bond Fund, (ii) any moneys transferred to the Bond Fund from the Debt Service Reserve Fund pursuant to paragraph (b) of Section 5.10 of the General Indenture (other than from draws on a Reserve Instrument), and (iii) any Direct Payments on deposit with the Trustee in the Bond Fund. In the event that Direct Payments are deposited with the Trustee after the City has made the related payment of Base Rentals, the City may elect to have the Trustee return to the City an amount equal to such Direct Payments (so long as the amount remaining on deposit in the Bond Fund continues to be sufficient to pay principal and interest next due on the Bonds, if such payment is requested prior to the related Interest Payment Date) or to have the Trustee retain the Direct Payments in the Bond Fund and take the credit with respect to the next required Base Rentals payment. Each payment of Base Rentals shall be in consideration for the use of the Projects by the City during the applicable period commencing on the Bond Payment Date next preceding the Bond Payment Date to which such Base Rental payment is attributable and for the option to purchase the Projects granted herein.

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

benefits therefrom which will accrue to the parties to this Master Lease and the general public by reason of the Projects.

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

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

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

(h) As provided in Section 17D-2-401(2)(b)(i) of the Building Authority Act, the City is not required to make any payment of Base Rentals or Additional Rentals hereunder until construction of the related Project or Projects are complete. In the event that a Project is not completed by the time that amounts set aside for payment of capitalized interest are expended, the City and the Authority shall (i) reallocate proceeds of the related Series of Bonds to make funds available for additional capitalized interest, (ii) seek other legally available funds for such purpose or (iii) issue Additional Bonds to finance additional capitalized interest; provided, however, the City may commence making payments of Base Rentals with respect to individual completed projects constituting a Project.

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

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

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

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

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

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

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

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

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

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

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

(k) Security Instrument Costs, Security Instrument Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Repayment Obligations; and

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

The Additional Rentals specified in subsections (a), (b), (c) and (k) shall be payable to the Trustee and shall be due and payable within ten days after notice in writing from said Trustee to the City stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided herein or in the Indenture, the Additional Rentals specified in subsections (d), (e), (f), (g), (h), and (i), shall be payable to the Authority or directly to the person or entity with respect to which such costs or fees were incurred and shall be due and payable at such time as the Authority or such person or entity shall require. Additional Rentals specified in subsection (j) shall be determined by, or at the direction of, the City and deposited with the Trustee as required by Section 148 of the Code.

Section 6.4. Manner of Payment. The Base Rentals, Additional Rentals and, if paid, the Purchase Option Price, shall be paid exclusively from City Funds and in lawful money of the United States of America. The obligation of the City to make payment of the Base Rentals and Additional Rentals required under this Article VI and other sections hereof and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided hereunder. Notwithstanding any dispute between the City and the Authority, the Trustee, any Bondholder, any contractor or subcontractor retained with respect to the construction and equipping of a Project, any supplier of labor or materials in connection therewith or any other person, the City shall pay all payments of Base Rentals and Additional Rentals, from and to the extent of available City Funds, when due, and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required hereunder. The obligation of the City to pay Base Rentals and Additional Rentals during the Original Term or any 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.

(a) The City hereby finds as of the date of this Master Lease, that it has an essential need for the Project to carry out and give effect to the public purposes of the City. The City and the Authority hereby agree and determine that the Base Rentals and items of Additional Rentals with respect to the Project are reasonable and that the Purchase Option Price with respect to the Project represents, as of the end of the Lease Term, a reasonable purchase price for the Project. In making such determination the City and the Authority have given consideration to the costs of the Project, the cost of financing the Project, the uses and purposes for which the Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of the Project pursuant to the provisions of this Master Lease.

(b) The City must find that, as of the date of the execution of an Amendment to this Master Lease relating to a Project, the City then has an essential need for such Project which is the subject of the Amendment to Master Lease to

carry out and give effect to the public purposes of the City. At the time of execution of such Amendment to Master Lease, the City and the Authority must agree and determine that the Base Rentals and Additional Rentals payable with respect to such Project that is the subject of such Amendment to Master Lease are reasonable and that the Purchase Option Price represents, as of the end of the Lease Term, a reasonable purchase price for such Project. In making such determination the City and the Authority will give consideration to the costs of such Project, the cost of financing such Project, the uses and purposes for which such Project will be employed by the City and the benefit to the citizens of the City by reason of the City's use and occupancy of such Project pursuant to the provisions of this Master Lease.

Section 6.6. Nonappropriation. In the event that sufficient City Funds shall not be budgeted and appropriated by the City, in a final budget adopted within the time permitted by Section 4.1 hereof, for the payment of the (i) Base Rentals becoming due during such Renewal Term and (ii) such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy, then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the City shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the City has elected to continue this Master Lease for a Renewal Term by budgeting and appropriating sufficient City Funds for the payment of Base Rentals and Additional Rentals hereunder the City shall, as of the first day of such Renewal Term, be obligated to pay such Base Rentals and Additional Rentals during such Renewal Term. If the City fails to pay any Base Rentals or Additional Rentals due under this Master Lease, or upon an Event of Nonappropriation, the City shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate. The Trustee shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Project as trustee for the benefit of the Bondholders of the Bonds and the Trustee shall be further entitled to all moneys then on hand and being held in all funds created under the Indenture, less any moneys then due and owing to the Trustee for services performed as trustee thereunder. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation as provided herein shall be held by the Trustee under the Indenture for the benefit of the Bondholders as set forth in said Indenture until the principal of, premium, if any, and interest on the Bonds are paid in full and other amounts payable under the Indenture are paid in full and any excess shall thereafter be paid to the City.

Section 6.7. Application of Base Rentals, Additional Rentals and Purchase Option Price. All Base Rentals, the Additional Rentals specified in subsections (a), (b), (c) and (k) of Section 6.3 hereof, and, if paid by the City, the Purchase Option Price shall be paid to the Trustee for application in accordance with the Indenture.

Section 6.8. Request for Appropriation. During the Lease Term, the City covenants and agrees as follows:

(a) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the City in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any and all City Funds then legally available for such purpose), to pay the Base Rentals and reasonably estimated Additional Rentals (calculated pursuant to Section 6.3 hereof) for the Projects during the next succeeding Renewal Term; and

(b) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the City for its consideration seeks an appropriation of City Funds sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under State law.

The next inclusion in the City's annual tentative budget shall be made under applicable law prior to the Fiscal year commencing [July 1, 2022], so that the Base Rentals and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the City shall be made in each Fiscal Year thereafter so that the Base Rentals and Additional Rentals to be paid during the succeeding Renewal Term will be available for such purposes as long as the governing body of the City determines to approve such amount in the final budget as adopted. To effect the covenants set forth in (a) above, the City hereby directs its budget officer, or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the City, in any year in which this Master Lease is in effect, items for all payments required for the ensuing Renewal Term under this Master Lease. It is hereby expressed as the intention of the City that the decision to renew or not to renew the term of this Master Lease is to be made solely by the governing body of the City at the time it considers for adoption of the final budget for each of its fiscal years and corresponding Renewal Terms hereunder, and not by any official of the City, acting in his or her individual capacity as such. In this connection, the City hereby covenants and agrees that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Base Rentals or Additional Rentals without the express prior approval of the governing body of the City.

ARTICLE VII

ACQUISITION AND CONSTRUCTION OF PROJECTS

Section 7.1. Agreement to Acquire and Construct the Projects. The City and the Authority agree that the Authority shall cause the Projects to be acquired and constructed as herein provided, all of which construction, shall be made in accordance with the plans and specifications for such Projects as approved by the City. The City hereby agrees that in order to effectuate the purposes of this Master Lease, it authorizes the City Representative or the Authority Representative, on behalf of the Authority, to make, execute, acknowledge and transmit any other contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which

may be requisite or proper, all for the carrying out and furtherance of the acquisition and construction of the Projects.

The Authority agrees to carry out or to cause to be carried out the acquisition, construction and equipping of any Project through the application of moneys to be disbursed from the Construction Fund by the Trustee utilizing a requisition request complying with the requirements of Section 7.3 herein.

The Authority agrees to cause all Projects to be constructed with all reasonable dispatch, subject only to delays caused by Force Majeure excepted.

The City hereby covenants, to the extent permitted by applicable law, to use other legally available funds and to seek additional legally available funds to the extent necessary to complete the acquisition, construction and equipping of any Project as herein required, or to make certain design changes in such Projects to the extent necessary to complete the acquisition, construction and equipping of such Projects with moneys then available for such purposes in the Construction Fund.

Section 7.2. Application of Proceeds of Series 2022 Bonds. The proceeds from the sale of the Series 2022 Bonds shall be applied as set forth in the First Supplemental Indenture.

Section 7.3. Disbursements from the Construction Fund. The Authority has, in the Indenture, authorized and directed the Trustee to make payments from the Construction Fund (if any) under the Indenture to pay the Costs of Acquisition and Construction of the Projects. So long as the Trustee has not received notice nor is deemed to have received notice pursuant to Section 10.l(h) of the General Indenture that an Event of Nonappropriation or Event of Default has occurred and is continuing, the Trustee is hereby authorized to disburse the amounts on deposit in the Construction Fund, as provided herein and therein.

Other than for payment of capitalized interest on the Bonds, which shall be paid by the Trustee without further direction (as prescribed in the First Supplemental Indenture), such payments shall be made upon receipt by the Trustee of a requisition in substantially the form attached hereto as Exhibit C and signed by the City Representative on which requisition the Trustee is entitled to conclusively rely.

Section 7.4. Establishment of Completion Date; Disbursement of Balance of Construction Fund. The Completion Date with respect to any one Project shall be evidenced to the Trustee by a certificate signed by the City Representative and the Authority Representative stating that, except for amounts retained by the Trustee at the direction of the Authority for any Costs of Acquisition and Construction not then due and payable, (i) the acquisition, construction, installation and improvement of such Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition, construction, installation and improvement have been paid for; (ii) all other facilities necessary in connection with such Project have been constructed, acquired and installed to their satisfaction; (iii) such Project is suitable

and sufficient for its intended purposes; and (iv) all costs and expenses incurred in the acquisition, construction and equipping of such Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Trustee shall retain in the applicable Construction Fund account an aggregate sum equal to the amount estimated by the City Representative and the Authority Representative to be necessary for payment of the Cost of Acquisition and Construction not then due and payable. All moneys then on hand in such Construction Fund account in excess of the amount to be retained shall be transferred by the Trustee, as set forth in a written direction of the Authority and the City, to the Bond Fund to be used by the Trustee as provided in the related Supplemental Indenture.

Section 7.5. Investment of Construction Fund, Bond Fund, Rebate Fund and Debt Service Reserve Fund Moneys. Subject to the provisions of Article VI of the General Indenture, any moneys held as a part of the Construction Fund, the Bond Fund, the Debt Service Reserve Fund or the Rebate Fund or any other fund created under the Indenture shall be invested and reinvested by the Trustee upon the written direction of the City in Investment Obligations (as defined in the Indenture) unless otherwise provided by Supplemental Indenture.

Section 7.6. Design Contracts and Construction Contracts.

(a) The City agrees that upon the occurrence of an Event of Nonappropriation or an Event of Default and upon receipt of a written request from the Trustee, it will assign to the Trustee all of its right, title and interest in and to all Design Contracts and other Project documents. The City shall have and keep on file and available for inspection by the Authority and the Trustee copies of the Design Contracts as soon after the commencement of the Lease Term as such Design Contracts shall become available to the City and throughout the Lease Term.

(a) Each Construction Contract executed in connection with a Project must provide that, upon an Event of Nonappropriation or Event of Default, the Construction Contract will be fully and freely assignable to the Trustee without the consent of any other person; and that, if the Construction Contract is assumed by the Trustee, the Contractor will perform the agreements contained in the Construction Contract for the Trustee. Each Construction Contract must also provide that, upon an Event of Nonappropriation, an Event of Default or damage to, or destruction or condemnation of, the Project as described in Section 10.1 hereof, the Trustee may terminate such Contract, and the contractor shall then be entitled to payment only from amounts available therefor in the Construction Fund and only for work done prior to such termination. The City agrees that upon the occurrence of an Event of Nonappropriation or an Event of Default and upon receipt of a written request from the Trustee, it will assign to the Trustee all of its right, title and interest in and to all Construction Contracts and other Project documents. Each Construction Contract shall be for a fixed price and shall require the contractor to provide 100% payment and performance bonds as provided in Section 7.8 hereof.

In the event of any change order resulting in the performance of additional work in connection with the construction of the Project, the amount of such bonds pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Project. The City shall have and keep on file and available for inspection by the Authority and the Trustee copies of the Project documents as soon after the commencement of the Lease Term as such Project documents shall become available to the City and throughout the Lease Term.

Section 7.7. Defaults Under Design Contracts or Construction Contracts. In the event of any material default under any Design Contract or Construction Contract, or in the event of a material breach of warranty thereunder with respect to any materials, workmanship or performance, the City and the Authority shall promptly proceed, either separately or in conjunction with others, to pursue diligently their remedies against the Contractor in default and/or against each surety on any bond securing the performance of such contracts. The Net Proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees and costs) and, after reimbursement to the City or the Authority of any amounts theretofore paid by the City or the Authority and not previously reimbursed to the City or the Authority for correcting or remedying the default which gave rise to the proceedings against the contractor or surety, shall be paid into the applicable Construction Fund account if received before the Completion Date, and shall be used for Costs of Acquisition and Construction of the related Project, or, at the direction of the Authority, shall be transferred by the Trustee into the Bond Fund created under the Indenture to pay principal and/or interest next coming due on the related Series of Bonds.

Section 7.8. Contractor's Performance and Payment Bonds. Each Contractor retained by the City or the Authority in connection with a Construction Contract shall be required to furnish a performance bond and a labor and material payment bond on forms acceptable to the City. Such bond shall be made payable to the Trustee and shall be executed by a corporate surety licensed to transact business in the State and shall be in the full amount of the contract price for such contractor's portion of such Project. If, at any time during the construction of a Project, the surety on such bond shall be disqualified from doing business in the State, an alternate surety shall be selected by the Authority.

Section 7.9. Contractor's General Public Liability and Property Damage Insurance. Each Contractor and subcontractor retained by the City or the Authority in connection with a Construction Contract shall be required to procure and maintain comprehensive general public liability and property damage insurance as applicable, at his own cost and expense, in an amount that is consistent with prudent practice during the duration of such Construction Contract. Such policies shall carry loss payable endorsements in favor of the Trustee under the Indenture. Such insurance shall include a provision prohibiting cancellation or amendment without ten (10) days' prior notice by certified mail to the Trustee. Such insurance shall provide protection from all claims for bodily injury, including death, and all claims for destruction of or damage to the respective Project arising out of or in connection with such contractor's performance of his contract,

whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the contractor or such subcontractor. All limitations of liability contained in such insurance policy or policies and set forth on such certificate of insurance, and any exclusions provided therein, shall be approved by the City.

Section 7.10. Contractor's Builder's Risk Completed Value Insurance. Unless otherwise obtained by the City or the Authority, each Contractor and subcontractor retained by the City or the Authority in connection with a Construction Contract shall be required to procure and maintain during the term of his contract and until such Project is accepted and insured by the Authority and the City, builder's risk completed value insurance upon the building, facilities or improvements constructed or to be constructed, in whole or in part, by such contractor or subcontractor, insuring against loss or damage caused by fire, malicious mischief, vandalism and such other hazards as may be insured against in the standard extended coverage provisions of such policies used in the State. Such policies shall contain a waiver of subrogation by the issuer of each such policy with respect to the Trustee under the Indenture. Such policies may contain deductible amounts of not more than the amount that is then customary for such policies. Such insurance coverage shall be in an amount at least equal to the contract price for such contractor's or subcontractor's work. In the event of any change order resulting in the performance of additional work in connection with a Project, the amount of such insurance shall be increased to include the cost of such additional work, as well as materials and fixtures to be incorporated in such Project.

Such builder's risk completed value insurance policies shall carry loss payable endorsements in favor of the Trustee under the Indenture. No agency or employee of the City or the Authority shall have the power to adjust or settle any loss with respect to a Project without the prior written consent of the Trustee. Such insurance shall contain provisions prohibiting cancellation or amendment without ten (10) days' prior written notice to the Authority and the Trustee.

Section 7.11. Contractor's Worker's Compensation Insurance. Each contractor and subcontractor retained in connection with a Construction Contract shall be required to procure and maintain worker's compensation insurance during the term of his contract as required by the laws of the State, covering his employees working thereunder, which coverage shall also include occupational disease. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled or amended without ten (10) days' prior written notice to the City. Each Construction Contract shall also provide that each subcontractor of any contractor who is a party to such contract shall be required to furnish similar worker's compensation insurance, including occupational disease coverage.

Section 7.12. Proceeds of Certain Insurance Policies and Performance Bonds. The Net Proceeds of any performance or payment bond or insurance policy required by Section 7.8, Section 7.9, and Section 7.10 of this Master Lease shall be deposited with the Trustee and applied as provided in Section 10.2 of this Master Lease and Section 5.16 of the General Indenture.

ARTICLE VIII

TITLE TO THE PROJECTS; SECURITY INTEREST

Section 8.1. Title to the Projects. A fee simple interest or leasehold interest, as applicable, in the site of the Projects and title to the Projects and any and all additions, repairs, replacements or modifications thereto, shall be held in the name of the Authority, subject to Permitted Encumbrances, at all times until conveyed to the City as provided in Section 12.1 of this Master Lease. The City shall not have any right, title or interest in a Project or any additions, repairs, replacements, modifications or fixtures thereto except as expressly set forth herein.

Section 8.2. Security Interest. To secure the payment of all of the obligations of the Authority under the Indenture, the Authority shall grant to the Trustee a security interest in the Projects and the Base Rentals received by the Authority under this Master Lease. Upon execution of this Master Lease, the City and the Authority agree that the Authority shall execute the Security Documents and the Indenture. The Authority agrees that the Authority Representative shall, on its behalf, execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to the Authority or the Trustee, which the Authority or the Trustee reasonably deems necessary or advisable to establish and maintain the security interests to be granted pursuant to this Section 8.2. The Authority, the City and the Trustee, when directed by the Authority in writing, shall execute from time to time such continuation statements as will be necessary to preserve and protect the security interest granted under the provisions in this Section 8.2

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.1. Maintenance of the Projects by the City. The City shall, at its own expense from available City Funds, operate, manage, keep and maintain the Projects (or cause the Projects to be operated, managed, kept and maintained) in good working order, condition and repair, including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of: (1) any federal, state, county, municipal, or other governmental or quasi-governmental agencies and bodies having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and (3) all insurance companies insuring all or any part of the Projects. The foregoing shall not be construed to prohibit the City from challenging the validity or applicability of such laws, rules, ordinances, orders and regulations and to defer compliance until the challenge has been completed.

It is understood and agreed that in consideration of the payment by the City of the Base Rentals and Additional Rentals herein provided for, the Authority is only obligated to provide the Projects in the manner, at the times and to the extent herein provided, and

neither the Authority, the Trustee nor any owner of any Bond shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Projects during the term of this Master Lease.

Without limiting the generality of the foregoing, the City shall, as if the City were the absolute owner thereof, assume all responsibility for the Projects (including all surfaces of the buildings and entrances thereto, foundations, ceilings, roof, all glass and show window moldings and all partitions, doors, fixtures, equipment, and appurtenances thereto, including lighting and plumbing systems and fixtures, sewage facilities, electric motors and heating, ventilating and air-conditioning systems, and all landscaping, parking lots, driveways, fences and signs located on the sites where the Projects are located and all sidewalks and parkways located adjacent to the sites where the Projects are located) and pay all costs or cause the payment of all costs of any kind (including operating costs and costs of repair, whether of a capital nature or otherwise) associated therewith.

Section 9.2. Modification of the Projects. The City shall have the privilege of remodeling any Project or making substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to this Master Lease, the Indenture and the Security Documents, and shall also be included under the terms hereof and thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage such Projects or cause it to be used for purposes other than those authorized under the provisions of this Master Lease, and the Constitution and laws of the State; and provided, however, that such Projects, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Article IX shall be of a fair rental value not less than the fair rental value of such Projects immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. The City shall not permit any mechanic's or other lien to be established or remain against the Projects for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the City; provided, however, that if the City shall first notify the Trustee of the intention of the City so to do, the City may in good faith contest any mechanic's or other lien filed or established against the Projects, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Indenture and the Security Documents will be materially endangered or the Projects or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Trustee will cooperate fully with the City in any such contest, upon the request and at the expense of the City. Any property for which a substitution or replacement is made pursuant to this Section 9.2 may be disposed of by the City in any manner and in the sole discretion of the City.

Section 9.3. Taxes; Other Governmental Charges and Utility Charges. In the event that a Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be

secured by a lien against such Project, an Additional Rental, from and to the extent of City Funds, shall be paid, or cause to be paid, by the City equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the City is obligated to pay Base Rentals. The City shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Authority) on the rentals and revenues derived therefrom or hereunder. The City shall also pay, or shall cause to be paid, as Additional Rentals, from and to the extent of available City Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

As long as the City is in possession of the Projects and except as otherwise provided herein, it shall keep it free and clear of all liens, charges and encumbrances (except Permitted Encumbrances and any encumbrances arising through the Authority) and shall have the responsibility for all management, operations, maintenance and repair of the Projects. The City in its discretion may discharge its responsibility hereunder by: (1) using its own employees; or (2) contracting for services; or (3) subleasing all or portions of the Projects, subject to the provisions of this Master Lease and the Indenture; or (4) any combination of such methods. No such contract or sublease shall place a greater burden on the Authority than provided herein, nor infringe upon rights granted to or retained by the Authority hereunder, nor violate or in any way impair the Authority's obligations under the Indenture or any other instrument, if any, securing any debt or borrowings by the Authority, all or substantially all the proceeds of which are to be used to finance Projects.

The City may, at the expense and in the name of the City, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom provided the City shall first deposit with the Trustee, or in court, a bond or other security satisfactory to the Trustee pursuant to the Security Documents unless the Trustee shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms hereof and pursuant to the Indenture and the Security Documents will be materially endangered or the Projects or any portion thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith. In the event that the City shall fail to pay any of the foregoing items required by this Section 9.3 to be paid by the City, the Trustee may (but shall be under no obligation to) pay the same, which amounts, together with interest thereon at a rate per annum equal to the one-month U.S. Federal Treasury Rate, but in no event less than a rate of 3.5% per annum, 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, with the Trustee listed as a Loss Payee, the Projects against loss or

damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Projects. The term "full insurable value" as used herein shall mean the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the principal amount of all of the Bonds then Outstanding of the Series which financed said Projects (or applicable portions thereof in case said Series of Bonds financed more than one Project). Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Projects but other properties in the amounts required by the previous sentence.

Any insurance policy issued pursuant to the preceding paragraph of this Section 9.4 shall be so written or endorsed as to make losses, if any, payable to the Trustee. The Net Proceeds of the insurance required in this Section 9.4 shall be applied as provided in Section 10.2 hereof or, at the option of the City, Section 10.3 hereof. Each insurance policy provided for in Section 9.4 hereof shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the City, the Authority or the Trustee without first giving written notice thereof to the City, the Authority and the Trustee at least thirty days in advance of such cancellation or modification. Certificates evidencing all insurance policies issued pursuant to this Section 9.4 or Section 9.5 hereof shall be deposited with Trustee.

Section 9.5. Public Liability Insurance. The City agrees self-insure or to carry or cause to be carried public liability insurance with one or more reputable insurance companies in amounts that are typically carried by governmental entities of the same size as the City for property damage for any occurrence. In the event that the limits on governmental liability established by Title 63G, Chapter 7, Utah Code Annotated 1953, as amended, are increased, the amounts required by this Section 9.5 shall be deemed to be increased to such higher amounts. If self-insurance is not utilized, the Authority and the Trustee shall be made additional insureds under such policies. The insurance required by this Section 9.5 may be by blanket insurance policy or policies or self-insurance meeting the following requirements: (i) such program must provide for disbursements therefrom without action (other than a ministerial action) of the governing body of the City and (ii) such program shall be reviewed at least annually by an actuarial consultant (including professional staff of the City), to insure that the reserves established are sufficient for the risks intended to be covered by such program. If self-insurance is not utilized, the policies may have a deductible clause in such amount as shall be approved by the Authority and the Trustee. The City may not self-insure for property/casualty insurance without the prior consent of any Security Instrument Issuer.

Section 9.6. Worker's Compensation Coverage. At all times from the date hereof until the end of the Lease Term, the City shall, either by a policy of insurance or by self-insurance, maintain or cause to be maintained worker's compensation coverage with respect to officers, agents and employees of the City working in, on or about the Projects, including coverage for occupational diseases.

Section 9.7. Advances. In the event the City shall fail to maintain the full insurance coverage required by this Master Lease or to keep the Projects in good repair and operating condition, the Trustee may take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; which amounts, together with interest thereon at a rate per annum equal to the one-month U.S. Federal Treasury Rate, but in no event less than a rate of 3.5% 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 is required under Security Documents to reimburse the Trustee for any insurance policies required by this Article, the City will promptly pay directly to the Trustee all premiums for said insurance, and until payment is made by the City therefor, the amount of all such premiums which have been paid by the Trustee shall bear interest at the one-month U.S. Federal Treasury Rate, but in no event less than a rate of 3.5% per annum. The City shall, upon the Authority's reasonable request, deposit with the Trustee on the first of each month, monthly installments each in an amount equal to one-twelfth of the estimated aggregate annual insurance premiums on all policies of insurance required by this Article. The City further agrees, upon the Authority's request, to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to the Trustee. If at any time and for any reason the funds deposited with the Trustee are or will be insufficient to pay such amounts as may then or subsequently be due, the Authority shall notify the City and the City shall immediately deposit an amount equal to such deficiency with the Trustee. The City shall pay to the Trustee, all reasonable fees for extraordinary services rendered by the Trustee pursuant to this Section 9.8.

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.1. Damage. Destruction and Condemnation. If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Projects or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Projects or any material portion thereof or the Projects or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of a Project shall become apparent; or (iv) title to or the use of all or any material portion of the Projects shall be lost by reason of a defect in title thereto, the City shall be obligated, from and to the extent of City Funds and subject to the provisions of Section 10.3 of this Master Lease, to continue to pay the amounts specified in Sections 10.2, 6.2 and 6.3 of this Master Lease regardless of whether said Projects shall have been accepted.

Section 10.2. Obligation of the City to Repair and Replace a Project. Subject to the provisions of Section 10.3 of this Master Lease, the City, the Authority, and the

Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to a Project or Projects to be deposited in the applicable Construction Fund accounts if received before the Completion Date and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of said Project or Projects by the City upon receipt of a requisition acceptable to the Trustee signed by the City Representative, stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the applicable Construction Fund accounts or separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation; and (v) such other documents and information as the Trustee requires. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the applicable Series of Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund account(s) or separate trust fund shall be paid to the City. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the City shall, from and to the extent of available City Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this Section 10.2, the City shall not be entitled to any reimbursement therefor from the Authority, the Trustee or the Bondholders of the Bonds nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.2 and Section 6.3 of this Master Lease. The City further agrees that any repair, restoration, modification or improvement paid for in whole or in part from such Net Proceeds shall be subject to the security afforded by the Indenture, this Master Lease and the Security Documents, and shall be included under the terms hereof.

Section 10.3. Covenant to Seek Appropriation of Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair and Replace the Projects. In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of a Project or Projects required under Section 10.2 of this Master Lease, the appropriate budget officers of the City shall, within 15 days of notice of such insufficiency, seek an appropriation from the City for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace said Project or Projects under Section 10.2 of this Master Lease may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals hereunder with respect to said Project or Projects, and

possession of said Project or Projects as well as all rights created pursuant to this Master Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to said Project or Projects (except for moneys held in the Rebate Fund and for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the applicable Series of Bonds. Thereafter, the Authority's interest in said Project or Projects may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture, Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the applicable Series of Bonds on the next succeeding redemption date. Such redemption of the applicable Series of Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture.

Section 10.4. Cooperation of the Authority and the Trustee. The Authority and the Trustee shall cooperate fully with the City at the expense of the City in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.1 of this Master Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to a Project or Projects or any portion thereof or any property of the City in connection with which a 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 and the Trustee. In no event will the Authority or the Trustee voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding or any part thereof without the written consent of the City Representative.

Section 10.5. Condemnation of Property Owned by the City. The City shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to or taking of its property not included in the Projects.

ARTICLE XI

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

Section 11.1. Disclaimer or Warranties. NEITHER THE AUTHORITY NOR THE TRUSTEE MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECTS OR ANY OF THE EQUIPMENT OR FIXTURES THEREIN OR ANY OTHER REPRESENTATION OR WARRANTY. In no event shall the Authority or the Trustee be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Master Lease or the existence, furnishing, functioning or the use by the City of any item, product or service provided for herein.

Section 11.2. Further Assurances and Corrective Instruments. The City and the Authority agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Projects hereby leased or intended so to be or for carrying out the intention hereof.

Section 11.3. City and Authority Representatives. Whenever under the provisions hereof the approval of the City or the Authority is required, or the City or the Authority is required to take some action at the request of the other, such approval or such request shall be given for the City by the City Representative and for the Authority by the Authority Representative, and any party hereto and the Trustee shall be authorized to act on any such approval or request.

Section 11.4. Requirements of Law. During the Lease Term, the City and the Authority shall observe and comply promptly with all current and future laws, ordinances, orders, rules and regulations as the same become effective, of the federal, state, county and city governments and of all courts or other governmental authorities having jurisdiction over the Projects or any portion thereof and of all their respective departments, bureaus and officials, and of the insurance regulatory agencies having jurisdiction over the Projects, or any portion thereof, or any other body exercising similar functions, and of all insurance companies writing policies covering the Projects or any portion thereof, whether the same are in force at the commencement of the Lease Term or may in the future be passed, enacted or directed.

Section 11.5. Inspection of the Projects. The City and the Authority agree that the Trustee and the Bondholder and their duly authorized agents shall have the right at all reasonable times to enter upon the Projects and to examine and inspect the same. The Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the City and the Authority with respect to the Projects.

Section 11.6. Granting of Easements and Releases. As long as no Event of Default with respect to the Projects shall have happened and be continuing, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any property or rights included in this Master Lease and the Indenture, free from the security interest afforded by or under this Master Lease, the Indenture and the Security Documents or the City may release portions of the sites on which a Project or Projects is located or existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the Authority agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver, any instrument necessary or appropriate to confirm and grant or release such portion of the Project Site or any such easement, license, right of way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the City Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of such Projects or any material portion thereof; and (iii) an opinion of counsel to the City that such grant or release

will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated hereby or under this Master Lease, the Indenture or the Security Documents.

Section 11.7. Issuance of Refunding Bonds. Refunding Bonds may be issued by the Authority in accordance with the provisions of Section 2.13 of the General Indenture and with a corresponding effect on the Base Rentals and Additional Rentals due under this Master Lease as provided in Section 4.4 hereof.

Section 11.8. Issuance of Additional Bonds. Additional Bonds may be issued by the Authority in accordance with the provisions of Section 2.14 of the General Indenture and with a corresponding effect on the Base Rentals and Additional Rentals due under this Master Lease as provided in Section 4.4 hereof.

ARTICLE XII

CONVEYANCE OF THE PROJECTS

Section 12.1. Conveyance of the Projects.

(a) The Authority's right and interest in and to all of the Projects shall be transferred, conveyed and assigned by the Authority to the City:

(i) Upon payment by the City to the Trustee of the then applicable Purchase Option Price and upon giving not less than thirty days prior written notice to the Authority and the Trustee; or

(ii) Upon payment by the City to the Trustee of all Base Rentals and Additional Rentals required to be paid under this Master Lease during the Lease Term; or

(iii) Upon the discharge of the lien of the Indenture under Article VIII thereof.

Under the Indenture, the Trustee shall agree to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Indenture or the Security Documents upon the payment in full of all of the Bonds.

(b) The City understands that the Purchase Option Price may be revised from time to time based on certain redemptions of Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds or Refunding Bonds authorized under the Indenture. In the event the City so elects to purchase all of the Projects as provided herein, the City hereby agrees to pay such applicable Purchase Option Price (together with the other amounts constituting the purchase price for the Projects as provided herein) as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the Bonds or the issuance of Additional Bonds or Refunding Bonds. Nothing herein shall be construed to create any obligation of the City to purchase the Projects.

(c) The City understands that, with respect to the 2022 Project, it may only exercise its option to purchase the 2022 Project only if the purchase option is exercised with respect to all of the various projects that comprise the 2022 Project.

Section 12.2. Release of a Project Upon Payment of Related Series of Bonds. In addition to the purchase option set forth above, the City is hereby granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under this Master Lease and the Security Instrument Issuer for the related Series of Bonds shall have consented thereto (which consent shall not be unreasonably withheld) unless the related Series of Bonds have been legally defeased or refunded, a Project may be released from the lien created with respect to the Bonds and the Indenture and this Master Lease and transferred to the City (subject to Permitted Encumbrances and liens and encumbrances resulting from the failure of the City to perform or observe the agreements on its part contained in this Master Lease or otherwise consented to by the City), if (i) the City shall deposit with the Trustee the Purchase Option Price for such Projects; and (ii) there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of such Projects will not adversely affect the excludability of interest on the Tax-Exempt Bonds from federal gross income of the owners thereof or the status of the Bonds as Tax Credit Bonds, if applicable. The City shall be obligated to pay all costs of the Trustee and the Authority in providing for the transfer and release of any Project or portion thereof.

Section 12.3. Conveyance on Purchase of Projects. At the closing of any purchase of any or all of the Projects pursuant to the option to purchase granted in this Master Lease, the Authority shall, upon receipt by the Trustee of the Purchase Option Price, or upon the payment by the City of all Base Rentals and Additional Rentals required, or upon discharge of the lien of the Indenture as the case may be, deliver to the City the following:

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

(b) All necessary documents conveying to the City good and marketable title to the Project or Projects to be released as it then exists subject to the following: (i) the right, title and interest of the City in such Project; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Master Lease; and (iv) Permitted Encumbrances, other than the Indenture, this Master Lease, the Security Documents and any financing statements filed by the Authority pursuant to this Master Lease with respect to the Project or Projects to be released or the Indenture.

Section 12.4. Relative Position of Option and Indenture. The purchase option granted to the City in Section 12.1 hereof with respect to all of the Projects shall be and remain prior and superior to the Indenture and may be exercised whether or not an Event of Nonappropriation or Event of Default shall have occurred and be continuing hereunder or under the Indenture; provided, however, that such option must be exercised before the later of (i) ninety days after notification in writing by the Trustee to the City of the occurrence of an Event of Default under the Indenture, or (ii) the ultimate disposition of the Projects upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the City must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default and all Security Instrument Costs, Security Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Repayment Obligations.

ARTICLE XIII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION AND SELLING

Section 13.1. The Authority to Grant Security Interest to Trustee. The parties hereto agree that pursuant to the Indenture, the Authority shall assign to the Trustee, in order to secure payment of the Bonds, all of the Authority's right, title and interest in the Master Lease, except the Authority's rights to compensation from the City for expenses of the Authority under Section 6.3(d) of this Master Lease, the Authority's rights to indemnification from the City under Section 13.3 of this Master Lease and the obligation of the City to pay any attorneys' fees and expenses incurred by the Authority under Section 14.5 of this Master Lease.

Section 13.2. Assignment and Subleasing by the City. This Master Lease may not be assigned by the City for any reason. All or portions of a Project may be subleased by the City without the necessity of obtaining the consent of the Authority or any Bondholder; subject, however, to each of the following conditions:

(a) a Project may only be subleased to a municipality, school district, agency or other political subdivision of the City or the State, or to a private party if the Authority or the City intends to own such Project through the useful life of such Project, and the Authority or the City determines that such ownership of such Project furthers a legitimate public purpose;

(b) this Master Lease and the obligations of the City to make payment of Base Rentals and Additional Rentals under this Master Lease shall at all times during the Lease Term remain obligations of the City notwithstanding any sublease;

(c) the City shall, prior to the execution of a sublease, furnish or cause to be furnished to the Authority and the Trustee a true and complete copy of each sublease;

(d) any such sublease shall be expressly subordinate to the rights of the Trustee and the Bondholders under the Indenture, this Master Lease and the Security Documents;

(e) receipt by the Trustee of an opinion of bond counsel to the effect that such sublease will not in and of itself cause interest on the Bonds issued to finance such Project to be included in gross income of the owners thereof (if such Bonds were issued as Tax-Exempt Bonds) or will not adversely affect the status of the Bonds as Tax Credit Bonds; and

(f) receipt by the City of the Trustee's and the Security Instrument Issuer's written consent to such sublease, which consent shall not be unreasonably withheld.

After an Event of Default or an Event of Nonappropriation and the foreclosure of the security afforded under this Master Lease, the Indenture or the Security Documents, the Trustee may collect the amount of the Base Rentals and Additional Rentals allocable to any sublease from any and all sublessees.

Section 13.3. Release and Indemnification Covenants. To the extent of the Net Proceeds of the insurance coverage of the City, the City shall and hereby agrees to indemnify and save the Authority and the Trustee harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from any work or thing done on the Projects during the Lease Term from: (i) any condition of the Projects; and (ii) any act or negligence of the City or of any of its agents, sublessees, contractors or employees or any violation of law or the breach of any covenant or warranty hereunder. The City shall indemnify and save the Authority and the Trustee harmless, from and to the extent of available moneys as set forth above, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Authority or the Trustee, shall defend them or either of them in any action or proceeding.

In exchange for the City's agreement to indemnify the Trustee and the Authority as provided in this Section 13.3, the Authority and Trustee hereby agree to cooperate with the City in asserting any cause of action that they might individually or as a group have against any third parties with respect to the Projects. Furthermore, in no event will the Authority or Trustee voluntarily settle or consent to the settlement of any proceeding arising out of any claim applicable to the Projects without the written consent of the City Representative and any Security Instrument Issuer, which consent shall not be unreasonably withheld.

Section 13.4. References to Bonds Ineffective After Bonds Paid. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and all fees and charges of Trustee, all references in this Master Lease to said Bonds and Trustee shall be ineffective and neither the Trustee nor the Bondholders shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested.

Section 13.5. Installation of the Furnishings and Machinery of the City. The City or any sublessee of the City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in a Project. All such machinery, equipment and other tangible property, except any machinery, equipment and other tangible property substituted for machinery, equipment and tangible property purchased with proceeds of the Bonds as provided in Section 13.6 hereof, shall remain the sole property of the City or sublessee of the City, as applicable, in which neither the Authority nor the Trustee shall have any interest and may be removed by the City or sublessee of the City, as applicable, at any time; provided, however, that the City or sublessee of the City, as applicable, shall be obligated to repair any damage to the Projects, at its own cost and expense, resulting from any such removal.

Section 13.6. Equipment Purchased with Proceeds of the Bonds. Any item of equipment shall be labeled, to the extent practicable, to indicate that it is owned by the Authority, subject to the Indenture, the Security Documents and this Master Lease. Equipment financed with proceeds of the Bonds may not be relocated by the City from the Projects. Any item of such equipment which shall be determined by the City to be no longer usable in connection with the operation of the Projects may be sold by the City after written notice to the Trustee and upon (i) substitution of equipment of comparable or greater value or (ii) deposit of the proceeds thereof in the Bond Fund. Upon any such sale, the equipment so sold shall be released from the Indenture, this Master Lease, the Security Documents and the security interest created thereunder and hereunder. The parties hereto recognize a $50,000 aggregate de minimis exception to this Section 13.6 for equipment making up a portion of the Projects.

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.1. Events of Default Defined. Any one of the following shall be an "Event of Default" under this Master Lease:

(a) Failure by the City to pay any Base Rentals or Additional Rentals required to be paid under Sections 6.2 and 6.3 of this Master Lease at the time specified therein, in the absence of an Event of Nonappropriation; or

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not unreasonably withhold their consent to an extension of such time if corrective action shall be instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(c) The City shall abandon any material portion of a Project; or

(d) The City's interest in this Master Lease or any part thereof shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted hereunder; or

(e) The City shall file any petition or institute any proceedings wherein or whereby the City seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or seeks a reorganization or a readjustment of the City's debts, or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the City and the same shall not have been dismissed or otherwise resolved in favor of the City within sixty days from the filing or institution thereof; or

(f) Dissolution of the Authority prior to the full repayment of the Series 2022 Bonds.

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 Section 6.2 and Section 6.3 of this Master Lease shall be subject to the occurrence of an Event of Nonappropriation; and (ii) if, by reason of Force Majeure, the City shall be unable, in whole or in part, to carry out any agreement on its part herein contained, other than the obligations on the part of the City contained in Article VI hereof, the City shall not be deemed in default during the continuance of such inability. The City agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the City from carrying out its agreement; provided, however, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the City, and the City shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City.

Section 14.2. Remedies on Default. Whenever any Event of Default referred to in Section 14.1 of this Master Lease shall have happened and be continuing, subject to the limitations contained in the Indenture and the rights of any Security Instrument Issuer (so long as the Security Instrument Issuer is not in default under its Security Instrument), the Trustee or the Authority with the written consent of the Trustee, shall have the right, at their or its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Immediately reenter and take possession of the Projects;

(b) Exercise any rights or remedies the Trustee may have under the Indenture or the Security Documents; or

(c) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Projects, including, without limitation, the right to terminate the Lease Term.

Upon the occurrence of an Event of Default, the City shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals hereunder shall terminate. Any moneys collected pursuant to action taken under this Section 14.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Section 14.3. Limitations on Remedies. No judgment requiring a payment of money may be entered against the City by reason of an Event of Default under this Master Lease, except as expressly provided herein. In the event the security interest created under the Indenture, this Master Lease or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default, no deficiency judgment may be entered against the City or the Authority.

Section 14.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority and the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon an Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority and the Trustee to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 14.5. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall default under any of the provisions hereof and the non-defaulting 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 non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the City under this Section 14.5 shall be subject to the availability of City Funds and the obligation of the Authority shall be limited to amounts legally available therefor.

Section 14.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Lease Term. This Master Lease shall remain in effect from the date hereof until the termination of the Lease Term as provided in Section 4.2 of this Master Lease.

Section 15.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: if to the Authority, to: Local Building Authority of Lehi City, Utah, 153 North 100 East, Lehi, Utah, 84304, Attention: Chair/President; if to the City, 153 North 100 East, Lehi, Utah 84304, Attention: Mayor; if to the Trustee, to: U.S. Bank Trust Company, National Association, 170 South Main Street, Suite 200, Salt Lake City, Utah 84101, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Authority and the City shall also be given to the Trustee. The Authority, the City and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.3. Binding Effect. This Master Lease shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in Sections 2.2(f) and 13.2 of this Master Lease.

Section 15.4. Severability. In the event any provision of this Master Lease (other than the obligation of the City to pay Base Rentals or Additional Rentals) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and in the event any provision of this Master Lease were to invalidate the Bonds, such provision shall be rendered invalid and unenforceable, but shall not invalidate or render unenforceable any other provision hereof.

Section 15.5. Amounts Remaining in the Bond Fund and Debt Service Reserve Fund; Dissolution. It is agreed by the parties hereto that any amounts remaining in the Bond Fund and the Debt Service Reserve Fund upon expiration or sooner termination of the Lease Term, as provided in this Master Lease, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of Trustee and any paying agents in accordance with the Indenture and all other amounts due under the Indenture and payment of all Security Instrument Costs, Security Instrument Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Repayment Obligations, shall belong to and be paid to the City by the Trustee as an overpayment of Base Rentals and Additional Rentals. Upon dissolution of the Authority, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and payment in full of other obligations of the Authority, Security Instrument Costs, Security Instrument Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Repayment Obligations any assets and net earnings of the Authority shall be paid to the City in accordance with the Building Authority Act.

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

changed, modified, altered or terminated without the written consent of the Trustee and any Security Instrument Issuer in accordance with provisions of the Indenture.

Section 15.7. Execution in Counterparts. This Master Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.8. Net Lease. This Master Lease shall be deemed and construed to be a "net lease," and the City shall pay absolutely net during the Lease Term the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff, other than those herein expressly provided.

Section 15.9. Applicable Law. This Master Lease shall be governed by and construed in accordance with the laws of the State.

Section 15.10. Captions. The captions or headings in this Master Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Master Lease.

Section 15.11. No Personal Liability. No person executing this Master Lease or any of the Bonds, the Indenture or the Security Documents shall be subject to personal liability or accountability by reason of such action or the issuance of the Bonds.

IN WITNESS WHEREOF, the Authority has caused this Master Lease to be executed in its corporate name with its corporate seal hereunto affixed and attested by a duly authorized officer. The City has executed this Master Lease in its name with its seal hereunto affixed and attested by a duly authorized officer. All of the above occurred as of the date first above written.

LOCAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

(SEAL)

By: _____
Chair/President

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

LEHI CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____, 2022, by, Mark Johnson and Teisha Wilson, respectively the Chair/President and Secretary-Treasurer of the Local Building Authority of Lehi City, Utah.

_____
NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____, 2022, by Mark Johnson and Teisha Wilson, respectively the Mayor and City Recorder of Lehi City, Utah.

_____
NOTARY PUBLIC

EXHIBIT A

PROJECT DESCRIPTION

The acquisition and construction of, furnishing and equipping of improvements to, a new fire station and library and related improvements.

EXHIBIT B

PROJECT SITE

All real property located or the land located in Utah County, Utah, described as follows:

EXHIBIT C

FORM OF REQUISITION

RE: The Local Building Authority of Lehi City, Utah Lease Revenue [Refunding] Bonds, Series _____ in the sum or $_____

U.S. Bank Trust Company, National Association
170 South Main, Suite 200
Salt Lake City, Utah 84101

You are hereby authorized to disburse from the Series ____ Construction Fund Account with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE:

_____

_____

_____

AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED (bill or statement of account or summary of expenses to be reimbursed to City attached; partial release from all contractors, subcontractors and suppliers who have provided services or materials to the Series ____ Project on file with the City):

_____

_____

_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against [the _____ Subaccount of] the Series ____ Construction Fund Account, has not been the basis for a previous withdrawal, constitutes a Cost of Acquisition and Construction of the Series ____ Project and will be used to acquire, purchase, construct, install or improve the Series ____ Project.

There has not been filed or served upon the Authority or the City, notice of any lien, right to lien, attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in this Requisition, which has not been

released or will not be released simultaneously with such payment, other than materialmen's or mechanics' liens accruing by operation of law which will not be released until final payment is made.

Performance, labor, materials and other bonds as required in the Master Lease have been obtained by each contractor or subcontractor to whom payment is to be made pursuant to this Requisition.

DATED _____

LEHI CITY, UTAH

By: _____

Its: _____

EXHIBIT D

BASE RENTAL PAYMENT SCHEDULE

Date	Principal	Interest	Total

WHEN RECORDED, RETURN TO:

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

LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF RENTS
AND
SECURITY AGREEMENT

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT ("Deed of Trust") is made as of _____, 2022, by and among the Local Building Authority of Lehi City, Utah, a nonprofit corporation duly organized under the laws of the State of Utah ("Trustor") whose address for purposes of this agreement is 153 North 100 East, Lehi, Utah, 84304; and _____, whose place of business is _____ ("Trustee") as trustee under this Deed of Trust, and U.S. Bank Trust Company, National Association, whose place of business is 170 South Main Street, Suite 200, Salt Lake City, Utah 84101 (the "Beneficiary"), as trustee under a General Indenture of Trust dated as of _____, 2022 (the "General Indenture") as supplemented by a First Supplemental Indenture of Trust dated as of _____, 2022 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture") executed in connection with the issuance of the $_____ Local Building Authority of Lehi City, Utah, Lease Revenue Bonds, Series 2022 (the "Series 2022 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 as lessee under that certain Ground Lease Agreement dated as of _____, 2022 (the "Ground Lease"), by and between Lehi City Corporation, a body politic (the "City") as lessor and Trustor as lessee, which Ground Lease demises and leases that property situated in Utah 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 2022 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 2022 Bonds or any Additional Bonds or Refunding Bonds (the Series 2022 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 2022 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 Series 2022 Bonds 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 Ground Lease, 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 Lehi City, 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 relating to the Ground Lease and that is the subject of this Deed of Trust may be substituted upon (i) delivery of a new Exhibit A hereto, (ii) delivery of any amendment hereto required by any such substitution and (iii) satisfaction of the conditions set forth in Section 14.4(b) of the Ground Lease.

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

LOCAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

(SEAL)

By: _____
Chair/President

ATTEST AND COUNTERSIGN:

By: _____
Secretary-Treasurer

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On _____, 2022, the foregoing instrument was acknowledged before me by Mark Anderson and Teisha Wilson, the Chair/President and Secretary-Treasurer, respectively, of the Local Building Authority of Lehi City, Utah.

_____
Notary Public

EXHIBIT A

PROPERTY

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

WHEN RECORDED, RETURN TO:

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

ASSIGNMENT OF GROUND LEASE AGREEMENT

THIS ASSIGNMENT, made and entered into this December 1, 2022, by the LOCAL BUILDING AUTHORITY OF LEHI CITY, UTAH a Utah nonprofit corporation, whose address is 153 North 100 East, Lehi, Utah, 84304, Lehi, Utah 84107 (the "Assignor"), to and in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, having its principal office in Salt Lake City, Utah ("Trustee"), as Trustee under a General Indenture of Trust dated as of December 1, 2022, by and between the Assignor and the Trustee (the "General Indenture''), as further supplemented by a First Supplemental Indenture, dated as of December 1, 2022 (the "First Supplemental Indenture," and together with the General Indenture, the "Indenture").

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Trustee all the right, title and interest of Assignor in and to that certain Ground Lease Agreement (the "Ground Lease") dated as of December 1, 2022, between Assignor, as lessee, and Lehi City, Utah, as lessor, which Ground Lease demises the real property located in Utah County, State of Utah, more particularly described in Exhibit A attached hereto and by this reference made a part hereof

FOR THE PURPOSE OF SECURING:

(A) The payment and performance of each and every obligation of Assignor contained in the Indenture and in Assignor's Lease Revenue Bonds, Series 2022, and any Additional Bonds or Refunding Bonds (as defined in the Indenture) (collectively, the "Bonds"); and

(B) The payment of all sums expended or advanced by Trustee pursuant to the terms of this Assignment and the Indenture, or any instrument further evidencing or securing any obligation secured hereby, together with interest thereon as therein provided.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

(1) To faithfully abide by, perform and discharge every obligation, covenant and agreement of the Ground Lease to be performed by the lessee thereunder; at the sole cost and expense of Assignor, to enforce or secure the performance of every obligation, covenant, condition and agreement of the Ground Lease to be performed by the lessor

thereunder; not to modify, extend or in any way alter the terms of the Ground Lease without the prior written consent of Trustee. Assignor also agrees not to waive or in any manner release or discharge the lessor thereunder of or from the obligations, covenants, conditions and agreements to be performed by lessor.

(2) Not to declare the Ground Lease terminated nor to exercise any other right available to it upon breach by the lessor thereunder, without the prior written consent of Trustee.

(3) At Assignor's sole cost and expense, to appear in and defend any action or proceedings arising under, growing out of or in any manner connected with the Ground Lease or the obligations, duties or liabilities of lessor and lessee thereunder.

(4) That should the Assignor fail to make any payment or to do any act as herein provided, then Trustee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Trustee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Ground Lease.

IT IS MUTUALLY AGREED THAT:

(1) Upon or any time after default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Indenture, Trustee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; do any acts which Trustee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, and in the order set forth in the Indenture. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, and the application thereof as aforesaid shall not cure or waive any default or waive, modify, or effect notice of default under any instrument secured hereby or invalidate any act done pursuant to such notice. The remedies of the Trustee herein shall be subject to the limitations set forth in Article IX of the General Indenture.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of the Indenture.

(2) Trustee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Ground Lease, or under or by reason of this Assignment.

(3) Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to transfer and assign to Trustee any and all subleases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Trustee, upon demand, any and all instruments that may be necessary therefor.

(4) Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

(5) This Assignment applies to, inures to the benefit of, and binds the parties hereto, their successors, and assigns.

(6) All notices, demands, or documents of any kind which Trustee may be required or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally or by leaving a copy of such notice, demand or document addressed to Assignor at the address set forth in the beginning of this Assignment, or by depositing a copy of such notice, demand or document in the United States mail, postage prepaid, and addressed to Assignor at Assignor's address.

(7) Notwithstanding anything to the contrary contained herein, no deficiency judgment upon any foreclosure may be entered against the Assignor, Lehi City, Utah, the State of Utah or any of its political subdivisions.

EXECUTED as of the day and year first above written.

LOCAL BUILDING AUTHORITY
OF LEHI CITY, UTAH

(SEAL)

By: _____
Chair/President

ATTEST:

By: _____
Secretary-Treasurer

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION

By: _____

Title: _____

CONSENT TO ASSIGNMENT

Lehi City Corporation, as lessor under the Ground Lease hereby consents to the assignment by the Local Building Authority of Lehi City, Utah, of its interest in the Ground Lease to the within mentioned Trustee to secure the within described Indenture and Bonds.

Executed as of the day and year first above written.

LEHI CITY CORPORATION

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On _____, 2022, the foregoing instrument was acknowledged before me by Mark Anderson and Teisha Wilson, the Chair/President and Secretary-Treasurer, respectively, of the Local Building Authority of Lehi City, Utah.

_____
Notary Public

(SEAL)

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On _____, 2022, the foregoing instrument was acknowledged before me by _____, a trust officer of U.S. Bank Trust Company, National Association.

_____
Notary Public

(SEAL)

EXHIBIT A

All real property located or the land located in Utah County, Utah, described as follows:

BOND PURCHASE CONTRACT

$_____
Local Building Authority of Lehi City, Utah
Lease Revenue Bonds, Series 20222

_____, 2022

Local Building Authority of Lehi City, Utah
153 North 100 East
Lehi, Utah

The undersigned, Stifel, Nicolaus & Company, Incorporated, as the underwriter of the hereinafter defined Series 2022 Bonds (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for you, offer to enter into this Bond Purchase Contract (the "Purchase Contract") with the Local Building Authority of Lehi City, Utah (the "Issuer") which, upon the acceptance by the Issuer of this offer, shall be in full force and effect in accordance with its terms and shall be binding upon you and the Underwriter.

This offer is made subject to your acceptance and approval on or before 11:59 p.m. Utah Time, on the date hereof. Terms not otherwise defined herein shall have the same meanings as are set forth in the hereinafter referred to Official Statement.

ARTICLE I

SALE, PURCHASE AND DELIVERY

Section 1.1. (a) On the basis of the representations, warranties and agreements contained herein and upon the terms and conditions herein set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to sell to the Underwriter, all, but not less than all, of the Issuer's $_____ aggregate principal amount of Lease Revenue Bonds, Series 2022 (Broadband Project) (the "Series 2022 Bonds"), at a purchase price of $_____ (representing the principal amount of the Series 2022 Bonds, plus a [net] reoffering premium of $_____ and less an Underwriter's discount of $_____) plus accrued interest, if any, from their dated date to the Closing Date (as hereinafter defined). The Series 2022 Bonds will mature on the dates and in the amounts and bear interest at the rates per annum as set forth in Exhibit A hereto.

(b) The Series 2022 Bonds shall be as described in the Official Statement dated _____, 2022, of the Issuer relating to the Series 2022 Bonds (together with all appendices thereto, the "Official Statement"), shall be issued and secured under and pursuant to (i) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), and other applicable provisions of law; (ii) a General Indenture of Trust dated as of November 1, 2022 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of November 1, 2022 (the "First Supplemental Indenture" and together with the General Indenture, the

"Indenture") each by and between the Issuer and U.S. Bank Trust Company National Association, as trustee (the "Trustee"); and all as authorized pursuant to a resolution of the Issuer adopted on October 11, 2022 (the "Resolution"). The issuance of the Series 2022 Bonds and the execution and delivery of the hereinafter defined Master Lease and the Indenture were approved by Lehi City, Utah (the "City") pursuant to a resolution adopted by the City Council on October 11, 2022.

The Series 2022 Bonds are issued under and are equally and ratably secured by the Indenture. Pursuant to the Indenture, the Issuer has pledged and assigned to the Trustee, among other things, its right, title and interest in and to an annually renewable Master Lease Agreement dated as of November 1, 2022 (the "Master Lease"), each between the Issuer, as lessor, and the City, as lessee between the Issuer and the City, including its right to receive the Base Rentals under the Master Lease as security for the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds. In addition, the Issuer will grant a security interest in the Series 2022 Project for the equal and proportionate benefit of the owners of the Series 2022 Bonds. The Series 2022 Bonds are limited obligations of the Issuer payable solely from the revenues and receipts received pursuant to the Master Lease and other funds or amounts held by the Trustee under the Indenture as security for the Series 2022 Bonds. Under the Master Lease, the City has agreed to make payments in stated amounts which are sufficient to pay the principal of and the interest on the Series 2022 Bonds coming due in each year but only if and to the extent that the City Council of the City annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term under the Lease plus such additional amounts as are necessary to operate and maintain the Series 2022 Project during such period. The Lease specifically provides that nothing therein shall be construed to require the City Council to appropriate any money to pay any Base Rentals or Additional Rentals thereunder and that the City shall not be obligated to pay such Rentals except to the extent appropriated. In addition, the Issuer has granted a security interest in the Project under the [Leasehold] Deed of Trust (the "Deed of Trust"). The Deed of Trust and any financing statements filed in connection therewith are sometimes collectively referred to herein as the "Security Documents." The Series 2022 Bonds are being issued pursuant to the Resolution, the Indenture, and the Act.

(c) The Series 2022 Bonds are being issued to (i) finance the acquisition and construction of, and furnishing and equipping of improvements to, a new fire station and library and related improvements (collectively, the "Series 2022 Project"); (ii) fund capitalized interest with respect to the Series 2022 Bonds; [(iii) fund any required deposits to a debt service reserve fund;] and (iv) pay costs of issuance of the Series 2022 Bonds.

(d) The Indenture, the Series 2022 Bonds, the Resolution, the Security Documents, and the Continuing Disclosure Undertaking (defined below), and this Purchase Contract are sometimes referred to collectively herein as the "Transaction Documents."

(e) The Underwriter agrees to make an initial public offering of the Series 2022 Bonds at the offering prices or yields set forth on the inside front cover page of the Official Statement. The Underwriter may, however, change such initial offering prices or yields as it may deem necessary in connection with the marketing of the Series

2022 Bonds and offer and sell the Series 2022 Bonds to certain dealers (including dealers depositing the Series 2022 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields set forth in the Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize, maintain or otherwise affect the market prices of the Series 2022 Bonds and (ii) to discontinue such transactions, if commenced, at any time without prior notice.

Section 1.2. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2022 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2022 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2022 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Issuer's municipal advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2022 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2022 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2022 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2022 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date (as defined herein) has occurred, until either (i) the Underwriter has sold all Series 2022 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2022 Bonds of that maturity; provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Series 2022 Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2022 Bonds.

(c) The Underwriter confirms that it has offered the Series 2022 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2022 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2022 Bonds, the Underwriter will neither offer nor sell unsold Series 2022 Bonds of that maturity to any person at a price

that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Series 2022 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2022 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2022 Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Series 2022 Bonds of that maturity

allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2022 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2022 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2022 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2022 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2022 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2022 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022 Bonds to the public),

(iii) a purchaser of any of the Series 2022 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the

total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Contract by all parties.

Section 1.3. (a) By acceptance and approval of this Purchase Contract, the Issuer hereby authorizes the use of copies of the Official Statement. The Issuer hereby agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of paragraph (b)(4) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board. The Issuer has heretofore "deemed final" the Preliminary Official Statement dated _____, 2022, and relating to the Series 2022 Bonds (the "Preliminary Official Statement") for purposes of paragraph (b)(1) of Rule 15c2-12 and the Issuer acknowledges and ratifies the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Series 2022 Bonds.

(b) In order to assist the Underwriter in complying with paragraph (b)(5) of Rule 15c2-12, the City will undertake, pursuant to a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), to be dated as of the Closing Date to provide annual reports and notices of certain events. A form of the Continuing Disclosure Undertaking is set forth as Appendix E to the Preliminary Official Statement and will also be set forth as Appendix E to the Official Statement.

Section 1.4. At approximately 9:00 a.m., Utah time, on _____, 2022, or on such later date as shall be agreed upon in writing by the Issuer and the Underwriter (the "Closing Date"), the Issuer will cause the Series 2022 Bonds to be delivered to or for the account of the Underwriter in definitive form, duly executed and authenticated, at such place designated by the Underwriter and will deliver to the Underwriter the other documents herein mentioned at the offices of Bond Counsel, or such other location as may be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery and pay the purchase price of the Series 2022 Bonds as set forth in paragraph 1.1(a) hereof by wire transfer, payable in federal funds or other immediately available funds to the order of the Trustee (such delivery and payment are herein called the "Closing"). The Series 2022 Bonds shall be initially issued in the form of one fully registered Bond for each maturity of the Series 2022 Bonds, shall be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), and shall be made available to DTC or its agent for the account of the Underwriter in New York, New York (or such other place designated by the Underwriter).

ARTICLE II

REPRESENTATIONS, WARRANTIES AND AGREEMENTS OF ISSUER

By its acceptance hereof, the Issuer represents and warrants to and covenants with the Underwriter that:

Section 2.1. The Issuer is a political subdivision and body politic duly organized and existing under the laws of the State of Utah with full power and authority to consummate the transactions contemplated by the Transaction Documents, including the execution, delivery and/or approval of all documents and agreements referred to herein or therein.

Section 2.2. The Issuer has duly adopted the Resolution, has duly authorized and approved the distribution of the Preliminary Official Statement and the Official Statement, and has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in the Transaction Documents and, as of the Closing Date, each will be in full force and effect and, as of the Closing Date, neither the Resolution nor any of the Transaction Documents will have been amended, supplemented, rescinded, repealed or otherwise modified except with the approval of the Underwriter.

Section 2.3. The adoption of the Resolution, the execution and delivery of the Transaction Documents, the compliance by the Issuer with the provisions of any or all of the foregoing documents, and the application of the proceeds of the Series 2022 Bonds for the purposes described in the Official Statement do not and will not conflict with or result in the material breach of any of the terms, conditions or provisions of, or constitute a default under, any existing law, court or administrative regulation, decree or order, agreement, indenture, mortgage, lease or instrument to which the Issuer is a party or by which the Issuer or any of its property is or may be bound.

Section 2.4. The Issuer has duly authorized all necessary action to be taken by it for the adoption of the Resolution; the issuance and sale of the Series 2022 Bonds by the Issuer upon the terms and conditions set forth herein, in the Official Statement, and the Transaction Documents; and the execution, delivery and receipt of the Transaction Documents, and any and all such agreements, certificates and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, effectuate and consummate the transactions contemplated hereby and by the Official Statement, including but not limited to such certifications as may be necessary to establish and preserve the excludability from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

Section 2.5. Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer or others (a) affecting the existence of the Issuer or the titles of its officers to their respective offices; (b) seeking to prohibit,

restrain or enjoin the sale, issuance or delivery of the Series 2022 Bonds or the revenues or assets of the Issuer mortgaged, appropriated, encumbered or pledged pursuant to the Indenture; (c) in any way contesting or affecting the validity or enforceability of the Series 2022 Bonds or any of the Transaction Documents or the transactions contemplated thereby; (d) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (e) contesting the powers of the Issuer or any authority for the issuance of the Series 2022 Bonds or the execution and delivery of any of the Transaction Documents.

Section 2.6. When delivered to and paid by the Underwriter at the Closing in accordance with the provisions of this Purchase Contract, the Series 2022 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding special limited obligations of the Issuer in conformity with, and entitled to the benefit and security of the Indenture.

Section 2.7. The Issuer is not in breach of or in default under any material existing law, court or administrative regulation, decree or order, ordinance, resolution, agreement, indenture, mortgage, lease, sublease or other instrument to which the Issuer is a party or by which the Issuer or its property is bound; and the execution and delivery of the Series 2022 Bonds, the Transaction Documents, and this Purchase Contract, and compliance with the provisions thereof, will not conflict with or constitute a material breach or a default under any law, administrative regulation, judgment, decree, loan agreement, mortgage, indenture, deed of trust, note, resolution, agreement or other instrument to which the Issuer or its property is or may be bound.

Section 2.8. No event has occurred or is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under the Transaction Documents, or which could have a material adverse effect on the financial condition of the Issuer, receipt by the Issuer of the Rentals, or the transactions contemplated by the Transaction Documents, or have a material adverse effect on the validity or enforceability in accordance with their respective terms of the Transaction Documents or this Purchase Contract or in any way adversely affect the existence or any powers of the Issuer or the titles of its officers to their respective positions or the excludability from gross income for federal income tax purposes of interest on the Series 2022 Bonds.

Section 2.9. The information contained in the Preliminary Official Statement (except as changed by the Official Statement) was, as of its date and as of the date hereof, and the information in the Official Statement will be, as of the Closing Date, true and correct in all material respects. The Preliminary Official Statement does not contain, and the Official Statement, as of its date and as of the Closing Date, will not contain any untrue statement of a material fact, and the Preliminary Official Statement does not omit and the Official Statement, as of its date and as of the Closing Date, will not omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not be deemed to cover or apply to (x) information provided to the Issuer in writing by the Underwriter and included on the inside front cover page of the Preliminary Official Statement or the Official Statement regarding

the principal amount, interest rates, maturities and initial public offering prices of the Series 2022 Bonds or (y) statements in the Preliminary Official Statement or the Official Statement under the captions "THE SERIES 2022 BONDS—Book-Entry Only System," "UNDERWRITING," "APPENDIX F."

Section 2.10. The Issuer will not take or omit to take any action which will in any way cause the proceeds from the sale of the Series 2022 Bonds to be applied or result in such proceeds being applied in a manner inconsistent with the Transaction Documents.

Section 2.11. The Issuer hereby authorizes the use of the Official Statement, including all amendments and supplements thereto, by the Underwriter in connection with the public offering and sale of the Series 2022 Bonds and consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering and sale of the Series 2022 Bonds.

Section 2.12. The Issuer agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Series 2022 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the Issuer shall not be required with respect to the offer or sale of the Series 2022 Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction. The Issuer hereby consents to the use of the Official Statement by the Underwriter in obtaining such qualification.

Section 2.13. If between the date of this Purchase Contract and 25 days following the "end of the underwriting period" (which the Issuer can assume is the Closing Date unless otherwise notified in writing by the Underwriter) any event shall occur which might or would cause the Official Statement to contain any untrue statement of a material fact or to omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstance under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter. If the Official Statement is amended or supplemented subsequent to the date hereof and prior to the Closing, the Underwriter may terminate this Purchase Contract by notification to the Issuer at any time prior to the Closing if, in the reasonable judgment of the Underwriter, such amendment or supplement has or will have a material adverse effect on the marketability of the Series 2022 Bonds.

Section 2.14. When executed by the respective parties thereto, this Purchase Contract and the Transaction Documents will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms except that the rights and obligations under the Transaction Documents, and this Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah.

Section 2.15. The Issuer has complied, and, will at the Closing be in compliance in all respects, with the obligations on its part contained in the Transaction Documents and this Purchase Contract and any and all other agreements relating thereto.

Section 2.16. Each representation, warranty or agreement stated in any certificate signed by any officer of the Issuer and delivered to the Underwriter at or before the Closing shall constitute a representation, warranty, or agreement by the Issuer upon which the Underwriter shall be entitled to rely.

Section 2.17. Except as described in the Official Statement, the Issuer has not otherwise pledged or assigned the Rentals other than to secure and pay the Series 2022 Bonds and the Series 2022 Bonds enjoy a first lien and pledge on the Rentals.

Section 2.18. To the best of its knowledge, the Issuer has never failed to pay principal and interest when due on any of its bonded indebtedness or other obligations nor has the Issuer ever failed to appropriate sufficient amounts to timely pay any of its lease obligations;

Section 2.19. The City's audited financial statements as of, and for the year ended June 30, 2021, a copy of which is included in the Preliminary Official Statement and the Official Statement, present fairly the financial position of the City at June 30, 2021, and the results of its operations and changes in financial position for the year then ended; any other statements and data submitted in writing by the Issuer or the City to the Underwriter in connection with this Purchase Contract are true and correct in all material respects as of their respective dates; except as described in the Official Statement and except as otherwise disclosed by the Issuer or the City to the Underwriter, since June 30, 2021, there has been no material adverse change in the condition, financial or otherwise, of the Issuer or the City from that set forth in the audited financial statements as of and for the year ended that date, and the Issuer and the City have not since June 30, 2021, incurred any material liabilities, directly or indirectly, whether or not arising in the ordinary course of its operations;

Section 2.20. As stated in the Preliminary Official Statement, for the past five years, the City believes it has been in compliance in all material respects with each and every continuing disclosure undertaking it has entered into pursuant to Rule 15c2-12, except as disclosed in the Official Statement.

Section 2.21. The Issuer will not take or omit to take any action that will in any way cause the proceeds from the sale of the Series 2022 Bonds to be applied or result in such proceeds being applied in a manner inconsistent the Indenture.

ARTICLE III

UNDERWRITER'S CONDITIONS

Section 3.1. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the Issuer contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered prior to and at the Closing and upon the performance by the Issuer of its obligations hereunder, as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Series 2022 Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) At the time of Closing for the Series 2022 Bonds, (1) the Transaction Documents shall be in full force and effect and shall not have been revoked, rescinded, repealed, amended, modified or supplemented, except as therein permitted or as may have been agreed to in writing by the Underwriter, and (2) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions and ordinances as, in the opinion of Gilmore & Bell, P.C., bond counsel to the Issuer ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) At the time of the Closing, the Official Statement shall not have been supplemented or amended, except in any such case as otherwise provided in this Purchase Contract or as may have otherwise been agreed to in writing by the Underwriter.

(c) The Underwriter may terminate its obligations hereunder by written notice to the Issuer if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(i) the marketability of the Series 2022 Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (A) enacted by the United States Congress, (B) recommended to the Congress for passage by the President of the United States or the Treasury Department of the United States, or (C) officially presented by any member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives for formal action by such Committee, or officially presented as an option for formal consideration by either such Committee, by the staff of such Committee or by the staff of the Joint Committee on Taxation of the United States Congress, favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the occurrence of any other Congressional action, but only, however, if the occurrence of any of the foregoing events is generally accepted by the municipal bond market as potentially affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds or notes (including

the Series 2022 Bonds) by any decision of any court of the United States or by any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States affecting the federal tax status of the Issuer, its property or income, or the interest on its bonds (including the Series 2022 Bonds);

(ii) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter, to the effect that obligations of the general character of the Series 2022 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering or sale of obligations of the general character of the Series 2022 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(iii) the State of Utah shall have taken any action, whether administrative, legislative, judicial or otherwise, which would have a material adverse effect on the marketing or sale of the Series 2022 Bonds, including any action relating to (i) the tax-exempt status under Utah law of the interest to be received by any owner of the Series 2022 Bonds, or (ii) a limitation on the ability of the Issuer to collect Rentals;

(iv) any state blue sky or securities commission or other governmental agency or body shall have withheld registration, exemption or clearance of the offering of the Series 2022 Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(v) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crises, financial or otherwise, or the material escalation of such calamity or crisis, the effect of which, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Series 2022 Bonds or to enforce contracts for the sale of the Series 2022 Bonds;

(vi) there shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or Utah;

(vii) there shall be in force a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any governmental authority having jurisdiction; or the New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Series 2022 Bonds or as to obligations of the general character of the Series 2022 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(viii) any rating of the Issuer's obligations (including the Series 2022 Bonds) shall have been downgraded or withdrawn by a national rating service, or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service, and such action, in the opinion of the Underwriter, will materially adversely affect the market price of the Series 2022 Bonds;

(ix) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Issuer which, in the reasonable opinion of the Underwriter, has or will have a material adverse effect on the marketability of the Series 2022 Bonds;

(x) the purchase of and payment for the Series 2022 Bonds by the Underwriter, or the resale of the Series 2022 Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(xi) an event shall have occurred which in the reasonable opinion of the Underwriter requires the preparation and publication of a supplement or amendment to the Official Statement which has or will have a material adverse effect on the marketability of the Series 2022 Bonds or the market price thereof.

(d) At or prior to the Closing, the Underwriter shall receive the following:

(i) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the Closing Date, in substantially the form attached as Appendix E to the Official Statement;

(ii) The letter of Gilmore & Bell, P.C., as Disclosure Counsel to the Issuer, dated the Closing Date and addressed to the Underwriter, in standard form for similar transactions;

(iii) The opinion of Ryan Wood, as City Attorney for the Issuer, in standard form for similar transactions and satisfactory to Bond Counsel and the Underwriter;

(iv) The Issuer's certificate, dated the Closing Date, in form and substance satisfactory to the Underwriter and Bond Counsel, to the effect that (A) the representations of the Issuer herein are true and correct in all material respects as of the Closing Date as if made on the Closing Date; (B) except as disclosed in the Official Statement, no litigation is pending or, to the best of their knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of any of the Series 2022 Bonds or the collection of Rentals pledged under the Indenture, (ii) in any way contesting or affecting the authority for the issuance of the Series 2022 Bonds or the adoption of the Resolution or the execution and delivery of the Transaction Documents, the validity or enforceability of the Series 2022 Bonds and the Transaction Documents, or the excludability from gross income for federal income tax purposes of interest on the Series 2022 Bonds, (iii) questioning or challenging any power of the Issuer, including its ability to levy taxes, or (iv) in any way contesting the organization, existence or powers of the Issuer or the titles of its officers to their respective offices, or (v) contesting or attempting to restrain or enjoining the application of the proceeds thereof or the payment, collection or application of the Rentals or the pledge of the Rentals, or of other moneys, rights and interests pledged pursuant to the Indenture or the adoption of the Resolution; (C) the descriptions and information contained in the Official Statement relating to the Issuer, its organization and financial and other affairs, and the application of the proceeds of sale of the Series 2022 Bonds are correct in all material respects, as of the date of the Official Statement and as of the Closing Date; (D) such descriptions and information, as of the date of the Official Statement did not, and as of said Closing Date do not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; (E) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect; (F) the Transaction Documents have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, the Transaction Documents constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights and by the availability of equitable remedies; (G) the Resolution authorizing the execution and delivery of the Transaction Documents has been duly adopted and has not been modified, amended or repealed; and (H) the execution and delivery of the Transaction Documents

and this Purchase Contract and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any indenture, mortgage, deed of trust, agreement or other instrument to which the Issuer is a party or any law, public administrative rule or regulation, court order or consent decree to which the Issuer is subject;

(v) Copies of each of the Resolution and the Transaction Documents, duly executed by each of the parties thereto;

(vi) Copies of the Tax Certificate of the Issuer, relating to matters affecting the excludability from gross income for federal income tax purposes of interest on the Series 2022 Bonds, including the use of proceeds of sale of the Series 2022 Bonds and matters relating to arbitrage rebate pursuant to Section 148 of the Code and the applicable regulations thereunder, in form and substance satisfactory to Bond Counsel;

(vii) A copy of the Preliminary Official Statement and the Official Statement;

(viii) Evidence satisfactory to the Underwriter that the Series 2022 Bonds have received a rating of "_____" from S&P;

(ix) All documents, certificates and opinions required by the Indenture; and

(x) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel may reasonably request.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Contract shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriter, and the Underwriter shall have the right to waive any condition set forth in this Section.

ARTICLE IV

EXPENSES

All expenses and costs in connection with the authorization, issuance and sale of the Series 2022 Bonds to the Underwriter, including rating agency fees, the costs of printing the Official Statement and the Preliminary Official Statement, advertising costs, the initial fees of the Trustee in connection with the issuance of the Series 2022 Bonds, the fees and expenses of Bond Counsel, the fees and expenses of counsel to the Issuer, the Issuer's municipal advisor, and travel and other expenses shall be costs and expenses of the Issuer and shall be paid by the Issuer.

ARTICLE V

ROLE OF THE UNDERWRITER; RELATED DISCLOSURES

The Issuer hereby acknowledges and agrees that:

(a) the Underwriter has heretofore provided the Issuer an engagement letter (the "*Engagement Agreement*"), setting forth the role and responsibilities of the Underwriter in connection with the offering of the Series 2022 Bonds and making disclosures pertinent thereto, which disclosures have previously been and are hereby acknowledged by the Issuer; and

(b) the Issuer has heretofore acknowledged in the Engagement Agreement and hereby acknowledges and agrees that:

(i) Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires the Underwriter to deal fairly at all times with both municipal issuers and investors;

(ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm's length, commercial transaction with the Issuer, and the Underwriter has financial and other interests that differ from those of the Issuer;

(iii) the Underwriter is acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters);

(iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby are expressly set forth in this Purchase Contract;

(v) the Issuer has consulted with its own financial and/or municipal, legal, accounting, tax, financial and other advisors, as applicable, to the extent it deemed appropriate in connection with the issuance and offering of the Series 2022 Bonds;

(vi) the Underwriter has a duty to purchase securities from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and

(vii) the Underwriter will review the Official Statement in accordance with, and as part of, its responsibilities under the federal securities law, as applied to the facts and circumstances of the transaction. However, the Issuer has primary

responsibility for disclosure to investors. Accordingly, the Underwriter's review of the Official Statement should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the Official Statement.

(c) By entering into this Purchase Contract, the Underwriter certifies that it and its parent company, wholly or majority owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Purchase Contract will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

ARTICLE VI

GENERAL

Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to the Underwriter at 15 West South Temple, #1040, Salt Lake City, Utah 84101, Attention: John Crandall. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to Lehi City, 135 North 100 East, Lehi, Utah 84043, Attention: Mayor, with a copy thereof to the City Attorney at the same address.

This Purchase Contract is made solely for the benefit of the Issuer and the Underwriter (including its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties, covenants and agreements contained herein shall remain operative and in full force and effect and shall survive delivery of and payment of the Series 2022 Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

This Purchase Contract shall be governed by the laws of the State of Utah.

This Purchase Contract contains the entire agreement between the parties relating to the subject matter hereof, and all previous representations, endorsements, promises, agreements or understandings, oral, written or inferred, between the parties relating to the subject matter hereof are superseded hereby.

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

This Purchase Contract shall become effective upon the execution by Stifel, Nicolaus & Company, Incorporated and the acceptance hereof by the Issuer.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____

Its: _____

LEHI CITY, UTAH

By:_____

Its:_____

ATTEST:

By:_____
City Recorder

(SEAL)

EXHIBIT A

$_____
Local Building Authority of Lehi City, Utah
Lease Revenue Bonds, Series 2022

Maturity Date (June 15)	Principal Amount	Interest Rate	Yield	Pricing Rule

_____

* [General Rule Maturities.]
** [Hold-the-offering-price Maturities]

EXHIBIT B

FORM OF

UNDERWRITER'S RECEIPT FOR BONDS
AND ISSUE PRICE CERTIFICATE

$_____
Local Building Authority of Lehi City, Utah
Lease Revenue Bonds, Series 2022

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "Original Purchaser"), as the Original Purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the Local Building Authority of Lehi City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Original Purchaser hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Original Purchaser, and the Issuer, dated _____, 2022 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price. For purposes of this certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Exhibit A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the

voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Purchaser" means the Original Purchaser, on its own behalf and as representative of each Underwriting Firm.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. [[As of the Effective Time there were no Undersold Maturities.]][[For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.]]

STIFEL, NICOLAUS & COMPANY,
INCORPORATED

By: _____

Its: _____

EXHIBIT A – [*same as in Bond Purchase Contract*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER [___], 2022

NEW ISSUE **Ratings: S&P "___"; [Fitch "___"]**
Book-Entry Only Form **(See "BOND RATINGS" herein.)**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2022 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2022 Bonds is exempt from State of Utah individual income taxes. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2022 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" in this Official Statement.

$23,905,000*
LOCAL BUILDING AUTHORITY OF LEHI CITY, UTAH
LEASE REVENUE BONDS, SERIES 2022
Payable from Base Rentals to be Made by
LEHI CITY, UTAH
Pursuant to an Annually Renewable Lease

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

The Lease Revenue Bonds, Series 2022 of the Local Building Authority of Lehi City, Utah are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2022 Bonds. Purchases of Series 2022 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2022 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2022 Bonds. Interest on the Series 2022 Bonds is payable on June 15 and December 15 of each year, commencing June 15, 2023, all as more fully described herein. Payment of the principal of and interest on such Series 2022 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2022 BONDS—Book-Entry Only System" herein.

The Series 2022 Bonds are subject to optional [and sinking fund] redemption prior to maturity. See "THE SERIES 2022 BONDS—Redemption" herein.

The proceeds of the Series 2022 Bonds will be used to (i) finance the acquisition and construction of, and furnishing and equipping of improvements to, a new fire station and city hall/library and related improvements and (ii) pay costs of issuance of the Series 2022 Bonds.

The Series 2022 Bonds are issued under and are equally and ratably secured by the Indenture. Pursuant to the Indenture, the Authority has pledged and assigned to the Trustee, among other things, its right, title and interest in and to the Lease, including its right to receive the Base Rentals under the Lease as security for the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds. In addition, the Authority will grant a security interest in the Series 2022 Project for the equal and proportionate benefit of the owners of the Series 2022 Bonds. The Series 2022 Bonds are limited obligations of the Authority payable solely from the revenues and receipts received pursuant to the Lease and other funds or amounts held by the Trustee under the Indenture as security for the Series 2022 Bonds.

Under the herein described Lease, Lehi City, Utah has agreed to make payments in stated amounts which are sufficient to pay the principal of and the interest on the Series 2022 Bonds coming due in each year but only if and to the extent that the City Council of the City annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term under the Lease plus such additional amounts as are necessary to operate and maintain the Series 2022 Project during such period. The Lease specifically provides that nothing therein shall be construed to require the City Council to appropriate any money to pay any Base Rentals or Additional Rentals thereunder and that the City shall not be obligated to pay such Rentals except to the extent appropriated.

THE OBLIGATION OF THE CITY TO PAY ANY RENTALS IS ANNUALLY RENEWABLE AS PROVIDED IN THE LEASE AND SUBJECT TO ANNUAL APPROPRIATION BY THE CITY COUNCIL. NEITHER THE OBLIGATION OF THE CITY TO PAY RENTALS NOR THE OBLIGATION OF THE AUTHORITY TO PAY THE SERIES 2022 BONDS WILL CONSTITUTE A DEBT OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2022 BONDS DOES NOT DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR. THE SERIES 2022 BONDS ARE NOT AN INDEBTEDNESS OR A LIABILITY OF THE CITY OR THE STATE. THE AUTHORITY HAS NO TAXING POWER.

The Series 2022 Bonds are offered when, as and if issued by the Authority and subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority and the City by Ryan Wood, Esq., City Attorney. Certain matters will be passed upon for the Authority by Gilmore & Bell, P.C., as disclosure counsel to the Authority. Certain legal matters will be passed upon for the Underwriter by its counsel, Quarles & Brady LLP, Milwaukee, Wisconsin. It is expected that the Series 2022 Bonds, in book-entry only form, will be available for delivery to DTC or its agent on or about [December 20], 2022.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2022, and the information contained herein speaks only as of that date.

STIFEL

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

$23,905,000*
LOCAL BUILDING AUTHORITY OF
LEHI CITY, UTAH

LEASE REVENUE BONDS, SERIES 2022

MATURITY SCHEDULE

Due (June 15)	Principal Amount*	Interest Rate	Yield	CUSIP No.**
2025	$70,000			
2026	140,000			
2027	225,000			
2028	310,000			
2029	410,000			
2030	515,000			
2031	635,000			
2032	765,000			
2033	805,000			
2034	845,000			
2035	890,000			
2036	935,000			
2037	980,000			
2038	1,030,000			
2039	1,080,000			
2040	1,135,000			
2041	1,190,000			
2042	1,250,000			
2043	1,315,000			
2044	1,380,000			
2045	1,450,000			
2046	1,520,000			
2047	1,595,000			
2048	1,675,000			
2049	1,760,000			

[$_____ _____% Term Bond due June 15, 20___; Price _____% c; CUSIP No. _____**]

* Preliminary; subject to change.

** The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the parties to this Bond transaction and are included solely for the convenience of the holders of the Series 2022 Bonds. None of the Authority, the City, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to their correctness on the Series 2022 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2022 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

The information set forth herein has been obtained from the Authority, the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the Authority or the City, or in any other information contained herein since the date hereof.

No dealer, broker, salesman or any other person has been authorized by the Authority, the City, or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2022 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The yields at which the Series 2022 Bonds are offered to the public may vary from the initial reoffering yields on the front cover page of this Official Statement. In connection with this offering, the Underwriter may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2022 Bonds. Such transactions, if commenced, may be discontinued at any time.

This Official Statement should be considered in its entirety. No one factor should be considered more or less important than any other by reason of its position in this Official Statement. Where statutes, resolutions, reports or other documents are referred to in this Official Statement, references should be made to those documents for more complete information regarding their subject matter.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2022 Bonds.

THE SERIES 2022 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2022 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

$23,905,000*
LOCAL BUILDING AUTHORITY OF
LEHI CITY, UTAH

LEASE REVENUE BONDS, SERIES 2022

153 North 100 East
Lehi, Utah 84043
(385) 201-1000

BOARD OF TRUSTEES AND OFFICERS OF THE AUTHORITY

Mark Johnson ..... President and Chair
Paige Albrecht ..... Trustee
Chris Condie ..... Trustee
Paul Hancock ..... Trustee
Katie Koivisto ..... Trustee
Mike Southwick ..... Trustee

CITY ADMINISTRATION

Jason Walker ..... City Administrator
Dean Lundell ..... Finance Director
Ryan Wood ..... City Attorney
Teisha Wilson ..... City Recorder
Alyson Alger ..... Treasurer

TRUSTEE, PAYING AGENT & REGISTRAR

U.S. Bank Trust Company, National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101
(801) 534-6051

MUNICIPAL ADVISOR

Lewis Young Robertson & Burningham, Inc.
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
(801) 596-0700

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
15 West South Temple, Suite 1090
Salt Lake City, Utah 84101
(385) 799-7231

BOND & DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1450
Salt Lake City, Utah 84101
(801) 364-5080

* Preliminary; subject to change.

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OFFICIAL STATEMENT

RELATING TO

**$23,905,000*
LOCAL BUILDING AUTHORITY OF
LEHI CITY, UTAH**

LEASE REVENUE BONDS, SERIES 2022

INTRODUCTION

This Official Statement, including the cover page, introduction, and appendices, provides information in connection with the issuance and sale by the Local Building Authority of Lehi City, Utah (the "Authority") of its $23,905,000* Lease Revenue Bonds, Series 2022 (the "Series 2022 Bonds"), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2022 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used herein and not otherwise defined are defined in "APPENDIX B—EXTRACTS OF THE INDENTURE AND THE MASTER LEASE."

See also the following appendices attached hereto: APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF LEHI CITY FOR FISCAL YEAR ENDED JUNE 30, 2021; APPENDIX B—EXTRACTS OF THE INDENTURE AND THE MASTER LEASE; APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING UTAH COUNTY; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; APPENDIX E—FORM OF OPINION OF BOND COUNSEL; APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

The Authority

The Authority is a nonprofit corporation created by the City Council (the "City Council") of Lehi City, Utah (the "City") pursuant to the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act") and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the "Nonprofit Corporation Act"). The Authority was created by the City for the purpose of financing projects on behalf of the City as provided in the Building Authority Act. For more complete information, see "THE AUTHORITY" herein.

The City

The City, incorporated in 1852, covers an area of approximately 29 square miles and is located 12 miles north of Provo and 23 miles south of Salt Lake City in Utah County (the "County"), in the State of Utah (the "State"). The City has approximately 79,978 residents according to the 2021 annual estimate of the U.S. Census Bureau. For additional information, see "LEHI CITY, UTAH" and APPENDICES A and B herein.

Authorization and Purpose of the Series 2022 Bonds

The Series 2022 Bonds are being issued pursuant to (i) the Building Authority Act; (ii) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Local Government Bonding Act"); (iii) a General Indenture of Trust dated as of December 1, 2022 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of December 1, 2022 (the "First Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"); and (iv) the authorizing resolution of the Authority adopted on October 11,

* Preliminary; subject to change.

2022. The issuance of the Series 2022 Bonds and the execution and delivery of the hereinafter defined Lease and the Indenture were approved by the City pursuant to a resolution adopted by the City Council on October 11, 2022.

The Series 2022 Bonds are being issued to (i) finance the acquisition and construction of, and furnishing and equipping of improvements to, a new fire station and city hall/library and related improvements (collectively, the "Series 2022 Project") and (ii) pay costs of issuance of the Series 2022 Bonds.

The Series 2022 Project will be leased by the Authority to the City pursuant to an annually renewable Master Lease Agreement dated as of December 1, 2022 (as amended or supplemented from time to time, the "Lease"), between the Authority, as lessor, and the City, as lessee.

The Authority will use the majority of the proceeds of the Series 2022 Bonds to acquire the Series 2022 Project. The property on which the Series 2022 Project will be located (the "Project Site") is owned by the City and will be ground leased to the Authority pursuant to a ground lease agreement (the "Ground Lease"). The term of the Ground Lease will expire on June 15, 20___; provided that it is not automatically renewed in the event of non-appropriation by the City or failure by the City to pay in full the cost of improvement to the Project Site as provided in the Ground Lease. The leasehold interest in the Project Site constitutes part of the Series 2022 Project and references herein to the Series 2022 Project include such interests. See "THE SERIES 2022 PROJECT" herein.

Security for and Sources of Payment of the Bonds; Limited Obligations

The Series 2022 Bonds are issued under and are equally and ratably secured by the Indenture. Pursuant to the Indenture, the Authority has pledged and assigned to the Trustee, among other things, its right, title and interest in and to the Lease, including its right to receive the Base Rentals (as defined below) under the Lease as security for the payment of the principal of, premium, if any, and interest on the Bonds (as hereinafter defined). In addition, the Authority has granted a security interest in the Series 2022 Project under the Leasehold Deed of Trust (the "Deed of Trust"). The Deed of Trust and any financing statements filed in connection therewith are sometimes collectively referred to herein as the "Security Documents." The Security Documents are being executed for the equal and proportionate benefit of the Bondowners. The Series 2022 Bonds are limited obligations of the Authority payable solely from the revenues and receipts received pursuant to the Lease and other funds or amounts held by the Trustee under the Indenture as security for the Series 2022 Bonds.

Under the Lease, the City has agreed to make payments in stated amounts which are sufficient to pay the principal of and the interest on the Series 2022 Bonds coming due in each year (collectively, the "Base Rentals") but only if and to the extent that the City Council annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term (as described herein) under the Lease plus such additional amounts (the "Additional Rentals") as are necessary to operate and maintain the Series 2022 Project during such period. The Lease specifically provides that nothing therein shall be construed to require the City Council to appropriate any money to pay any Base Rentals or Additional Rentals (collectively, the "Rentals") thereunder and that the City shall not be obligated to pay such Rentals except to the extent appropriated.

THE OBLIGATION OF THE CITY TO PAY ANY RENTALS IS ANNUALLY RENEWABLE AS PROVIDED IN THE LEASE AND SUBJECT TO ANNUAL APPROPRIATION BY THE CITY COUNCIL. NEITHER THE OBLIGATIONS OF THE CITY TO PAY RENTALS NOR THE OBLIGATION OF THE AUTHORITY TO PAY THE BONDS WILL CONSTITUTE A DEBT OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2022 BONDS DOES NOT DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR. THE SERIES 2022 BONDS ARE NOT AN INDEBTEDNESS OR A LIABILITY OF THE CITY OR THE STATE. THE AUTHORITY HAS NO TAXING POWER.

The Indenture and Security Documents create a lien on and a security interest in the Series 2022 Project for the benefit of the Registered Owners (as defined herein) of the Bonds. Any future Projects financed by Bonds issued under the Indenture will be cross-collateralized pursuant to the terms of the Indenture and Security Documents in that the City cannot elect to appropriate with respect to one or a portion of a Project and not appropriate with respect to other Projects or another portion of the Project without an Event of Nonappropriation occurring under the Lease.

Initial Bonds; Additional Bonds

The Series 2022 Bonds are the initial Series of Bonds issued under the Indenture. At present, the Authority has no plans to issue any Additional Bonds in the next three to five years, but reserves the right to do so as capital needs require.

The Authority may issue Additional Bonds ranking on a parity with the Series 2022 Bonds under the Indenture on the terms and conditions specified in the Indenture and the Lease, for the purpose of refunding outstanding bonds of the Authority ("Refunding Bonds") or to finance additional Projects for lease to the City ("Additional Bonds"). The Series 2022 Bonds and any Additional Bonds and Refunding Bonds are herein collectively referred to as the "Bonds." See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Additional Bonds and Refunding Bonds."

Redemption

The Series 2022 Bonds are subject to optional [and sinking fund] redemption prior to maturity as described herein. See "THE SERIES 2022 BONDS—Redemption" herein.

Registration, Denominations and Manner of Payment

The Series 2022 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2022 Bonds. Purchases of Series 2022 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial Owners of the Series 2022 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2022 Bonds.

Principal of and interest on the Series 2022 Bonds (interest payable June 15 and December 15 of each year, commencing June 15, 2023) are payable by U.S. Bank Trust Company, National Association, as paying agent (the "Paying Agent"), to the registered owners of the Series 2022 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest payments to its Participants, for subsequent disbursements to the Beneficial Owners of the Series 2022 Bonds, as described under "THE SERIES 2022 BONDS—Book-Entry Only System" herein.

Tax Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2022 Bonds is exempt from State of Utah individual income taxes. Bond Counsel notes that for tax years beginning after December 31, 2022, interest on the Series 2022 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. See "TAX MATTERS" in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2022 Bonds.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2022 Bonds are offered, subject to prior sale, when, as and if issued and received by the Underwriter subject to approval of legality by Gilmore & Bell, P.C., Bond Counsel to the Authority, and certain other conditions. Certain legal matters will be passed on for the Authority and the City by Ryan Wood, Esq., City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Quarles & Brady LLP, Milwaukee,

Wisconsin. It is expected that the Series 2022 Bonds in book-entry form will be available for delivery for deposit with DTC or its agent on or about [December 20], 2022.

Continuing Disclosure

The City will execute a Continuing Disclosure Undertaking for the benefit of the beneficial owners of the Series 2022 Bonds to enable the Underwriter to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. See "CONTINUING DISCLOSURE" and "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

Basic Documentation

The "basic documentation," which includes the Indenture, the Lease, the Security Documents, and other documentation, authorizing the issuance of the Series 2022 Bonds and establishing the rights and responsibilities of the City, the Authority, and other parties to the transaction, may be obtained from the "contact persons" as indicated below.

Contact Persons

The chief contact person for the Authority and the City concerning the Series 2022 Bonds is:

Dean Lundell, Finance Director
Lehi City, Utah
153 North 100 East
Lehi, Utah 84043
Telephone: (385) 201-2289
E-mail: dlundell@lehi-ut.gov

The chief contact persons for the Municipal Advisor concerning the Series 2022 Bonds are:

Laura Lewis, Principal
Lewis Young Robertson & Burningham, Inc.
Gateway Plaza Building
41 North Rio Grande, Suite 101
Salt Lake City, Utah 84101
Telephone: (801) 596-0700
E-mail: laura@lewisyoung.com

THE SERIES 2022 BONDS

General

The Series 2022 Bonds are dated as of the date of their initial delivery, and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2022 Bonds will be payable semiannually on June 15 and December 15 of each year commencing June 15, 2023. The Series 2022 Bonds are issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof.

The Series 2022 Bonds shall bear interest at the rates and shall mature on the dates as described on the cover page hereof. Interest on the Series 2022 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2022 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Record Date.

Redemption

Optional Redemption. The Series 2022 Bonds maturing on or prior to June15, 20___, are not subject to redemption prior to maturity. The Series 2022 Bonds maturing on or after June15, 20___, are subject to redemption prior to maturity at the option of the Authority in whole or in part on any date on and after June15, 20___, and if in part, in such order of maturity as may be directed by the Authority at a redemption price equal to 100% of the principal amount of the Series 2022 Bonds to be redeemed plus accrued interest to the date of redemption.

[Mandatory Sinking Fund Redemption. The Series 2022 Bonds maturing on June15, 20___, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Date (June15)	Principal Amount

*

_____

* Final maturity date.

Upon redemption of any Series 2022 Bonds maturing on June15, 20___, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the related Series 2022 Bonds, in such order as shall be directed by the Authority.]

Extraordinary Redemption. The Series 2022 Bonds shall be callable for redemption prior to maturity in whole on any date, if (i) the Series 2022 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Series 2022 Project shall become apparent, or title to or the use of all or any material portion of the Series 2022 Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the Series 2022 Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of the Series 2022 Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the City with respect to the Series 2022 Project under the Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to the Series 2022 Project, and possession of the Series 2022 Project, as well as all right, title and interest of the City and the Authority in any funds or accounts created under the Indenture with respect to the Series 2022 Project shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Security Documents for the Series 2022 Project may, subject to the limitations of the Indenture, be foreclosed and the Authority's interest in the Series 2022 Project liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the Series 2022 Project (except moneys held in the Rebate Fund or for the payment of Series 2022 Bonds not then deemed outstanding), shall be applied to the redemption of the Series 2022 Bonds at the earliest date practicable, as specified in a written notice from the Authority to the Trustee. Any such redemption of the Series 2022 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date. IN THE EVENT THE SERIES 2022 BONDS ARE TO BE REDEEMED BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY OR THE TRUSTEE WITH RESPECT TO SAID SERIES 2022 BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of all Series 2022 Bonds, the Trustee is authorized and directed to transfer said moneys to the City.

Notice of Redemption. Notice of redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2022 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least 30 days but not more than 60 days prior to the date fixed for redemption. Such notice shall state certain information set forth in the Indenture.

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

Partially Redeemed Series 2022 Bonds. In case any registered Series 2022 Bond shall be redeemed in part only, upon the presentation of such Series 2022 Bond for such partial redemption, the Authority shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Authority, a Series 2022 Bond or Series 2022 Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2022 Bond. If less than all of the Series 2022 Bonds of any maturity are to be redeemed, the particular Series 2022 Bond or portion of Series 2022 Bonds of such maturity to be redeemed will be selected at random by the Registrar in such manner as the Registrar in its discretion may deem fair and appropriate. A portion of any Series 2022 Bond of a denomination of more than $5,000 (the minimum denomination) to be redeemed will be in the principal amount of such minimum denomination or an integral multiple thereof and in selecting portions of such Series 2022 Bonds for redemption, the Trustee will treat each such Series 2022 Bond as representing that number of Series 2022 Bonds of such minimum denomination which is obtained by dividing the principal amount of such Series 2022 Bonds by such minimum denomination.

Book-Entry Only System

The Series 2022 Bonds are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2022 Bonds. So long as such Series 2022 Bonds are held in the Book-Entry Only system, DTC or its nominee will be the registered owner or Holder of such Series 2022 Bonds for all purposes of the Indenture, the Series 2022 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2022 Bonds may be made in the denominations described above. For a description of the book-entry system for the Series 2022 Bonds, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM."

Registration, Transfer and Exchange

In the event that the book-entry only system has been terminated, the Series 2022 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondowner or his duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2022 Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Series 2022 Bonds of any tax or other governmental charge which are required to be paid with respect to such exchange or transfer.

The Trustee shall not be required to transfer or exchange any Series 2022 Bonds (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Series 2022 Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Series 2022 Bond for redemption.

SECURITY FOR THE BONDS

General

The Bonds are not general obligations but are special, limited obligations of the Authority. The Bonds and the interest thereon are payable solely from, and are secured by a pledge of the Base Rentals, the Purchase Option Price, if paid by the City, and any other amounts derived by the Authority under the Lease and the Indenture, except to the extent payable from certain moneys held under the Indenture (excluding the Rebate Fund) and from the investment thereof, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any. The Bonds and the interest thereon shall not constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City, nor shall any of the Bonds or interest thereon be a charge against the general credit or taxing powers of the City. Neither the City, nor the Authority on its behalf, has pledged the credit of the City to the payment of the Bonds, the interest thereon or amounts due, or to become due, under the Lease. The Authority has no taxing power.

Under the Lease, the City has agreed to pay Base Rentals in amounts and at times that are sufficient to pay principal of and interest on the Bonds coming due in each fiscal year, but only if and to the extent that the City Council annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term plus such Additional Rentals as are payable under the Lease during such period. The Lease specifically provides that nothing therein shall be construed to require the City to appropriate any moneys to pay the Base Rentals or Additional Rentals thereunder and the City shall not be obligated to pay such Rentals with respect to a Project unless such Project is substantially completed and only to the extent appropriated. Neither the issuance of the Series 2022 Bonds nor the execution and the delivery of the Lease directly or contingently obligates the City to pay any Base Rentals or Additional Rentals beyond those appropriated for the City's then current fiscal year. See "RISK FACTORS" herein.

Under the Lease, the City is entitled not to appropriate Rentals for the next succeeding Renewal Term with respect to all of the Projects, but it is not entitled to elect to appropriate with respect to less than all of the Projects. In other words, the City Council's decision under the Lease whether to appropriate Rentals for each succeeding Renewal Term is "all or nothing."

No Debt Service Reserve Account for the Series 2022 Bonds

The Series 2022 Bonds have no Debt Service Reserve Requirement and no debt service reserve account for the Series 2022 Bonds will be funded.

Security Documents

In addition to a pledge of the Base Rentals, the Purchase Option Price, if paid by the City, and any other amounts derived by the Authority under the Lease and the Indenture, the Bonds will be secured by the Security Documents. The Security Documents consist of the Deed of Trust, the Assignment of Ground Lease, and financing statements described below.

The Project Site is owned by the City and will be leased by the City to the Authority pursuant to the Ground Lease. To provide additional security to the Bondholders, the Authority will assign all its rights and interest in the Ground Lease to the Trustee pursuant to the Assignment of Ground Lease. In addition, the Authority will encumber its leasehold interest in the Series 2022 Project to the Trustee pursuant to the Deed of Trust.

Reference is hereby made to the actual Security Documents for a complete recital of their terms. During the period of the offering of the Series 2022 Bonds, copies of the Security Documents or their preliminary forms will be available at the office of the Municipal Advisor. Subsequent to the initial offering of the Series 2022 Bonds, copies of the Security Documents may be obtained from the Trustee. Under the Deed of Trust, the Authority will irrevocably warrant, grant, transfer, convey and assign to the Trustee, in trust with power of sale, all of its right or leasehold right, title and interest in the Series 2022 Project, including, but not limited to real property, rents, issues, profits, royalties, income, interest in the leases or subleases, options to purchase, easements, rights of way, proceeds of insurance or

condemnation and tangible personal property in order to provide additional security for the Authority's payment obligations with respect to the Bonds and the Indenture. The Deed of Trust generally provides for the procedure by which the Trustee can foreclose the lien on the Series 2022 Project or sell the Authority's interest or leasehold interest in the Series 2022 Project to pay the Authority's payment obligations under the Bonds and the Indenture.

No deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents may be entered against the City or the Authority, and no judgment requiring a payment of money may be entered against the City under the Lease.

Cross-Collateralization

Pursuant to the Indenture and the Lease, the Authority has granted to the Trustee for the benefit of the owner of all of the Bonds issued and outstanding under the Indenture a mortgage lien on, and security interest in, all of the Authority's right, title and interest in and to each Project financed under the Indenture to the extent provided in the Indenture. The occurrence of an Event of Default under the Indenture (including an Event of Nonappropriation under the Lease) will entitle the Trustee to exercise its rights and remedies to the extent provided in the Indenture against any or all of such Projects in such manner and order as the Trustee determines to be in the best interests of the owners of the Bonds then outstanding. The Series 2022 Bonds are the initial Series of Bonds issued under the Indenture.

Release of Portions of the Projects upon Payment of Related Series of Bonds

Pursuant to the Lease, the City has been granted the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Lease, a Project may be released from the lien created with respect to the Bonds and the Indenture and the Lease and transferred to the City if (i) the City shall deposit with the Trustee the Purchase Option Price for the related Project and (ii) if the interest payable on the related Series of Bonds is excludable from gross income for federal income tax purposes, there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of such Project will not adversely affect the excludability of interest on said Bonds from the federal gross income of the owners thereof.

Additional Bonds and Refunding Bonds

General. Pursuant to the Indenture, the Authority may issue additional Series of Bonds under the Indenture which shall be equally and ratably secured under the Indenture with the Series 2022 Bonds. Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee certain documents, certificates and opinions.

Refunding Bonds. So long as the Lease is in effect and no Event of Default under the Indenture or the Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Refunding Bonds may be issued, authenticated and delivered for the purpose of refunding Bonds or other obligations of the Authority (with accompanying security documentation and pledge of refinanced property). The Refunding Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Refunding Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon satisfaction of the general conditions specified by the Indenture for authentication and delivery of Bonds and upon there being filed with the Trustee:

(a) Original executed counterparts of a Supplemental Indenture, a supplement or amendment (if necessary) to the Security Documents and Lease providing for the issuance of such Refunding Bonds, and further providing for a revision to the Base Rentals to be paid by the City under the Lease to such amount as shall be necessary to pay, assuming that no Event of Default or Event of Nonappropriation shall occur, the principal of, premium, if any, and interest on the Bonds (including the Refunding Bonds being issued and the Initial Bonds and any Additional Bonds and Refunding Bonds theretofore issued and to remain Outstanding), and to extend the Lease Term if the maturity of any of the Refunding Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Refunding Bonds, the rate

or rates of interest on the Refunding Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the Supplemental Indenture;

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

(c) A date down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Bonds being refunded or commitment therefor (or if the bonds or other obligations being refunded were not issued pursuant to this Indenture, an ALTA Mortgagee title insurance policy or commitment therefor), which endorsement or policy shall insure to the date of issuance of such Refunding Bonds and the recording of any supplement or amendment to the Security Documents the continuing validity of the lien thereof, as modified by any supplement or amendment to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or policy shall increase the amount of title insurance coverage thereunder, if necessary, to an amount, which when added to the coverage provided under any other title policies delivered with respect to other Bonds then Outstanding and issued with respect to the Project financed by the Bonds or other obligations to be refunded, is at least equal to the aggregate principal amount of all Bonds to be Outstanding with respect to such Project following said refunding and naming the Trustee as an insured; alternatively, the Authority may reasonably expect to be able to deliver the required mortgage title insurance following delivery of the related Series of Bonds, provided that no proceeds of such Bonds shall be drawn out of the Construction Fund until such mortgage title insurance is delivered (except for costs of issuance related to such Bonds);

(d) A report of an independent firm of certified public accountants to the effect that, upon the issuance of the Refunding Bonds, moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient to cause the Bonds (or other obligations) being refunded to be deemed paid (or a comparable provision of the documents authorizing the obligations to be refunded); or in the event that the Bonds (or other obligations) to be refunded are to be redeemed on the date of issuance of the Refunding Bonds or within 90 days thereafter, there shall be delivered to the Trustee evidence satisfactory to it that upon the issuance of the Refunding Bonds moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient, without taking into account investment earnings thereon, to redeem the Bonds (or other obligations); and

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

Each Series of Refunding Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Series 2022 Bonds, the Outstanding Parity Bonds, and all other Series of Refunding Bonds and Additional Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

Additional Bonds. So long as the Lease is in effect and no Event of Default under the Indenture or the Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds may be issued, authenticated and delivered for the purpose of financing Costs of Acquisition and Construction of a Project or Projects. The Additional Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon satisfaction of the conditions specified by the Indenture for authentication and delivery of Bonds and upon there being filed with the Trustee:

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

(b) A date down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Initial Bonds (or other Bonds) or commitment therefor or an additional ALTA mortgagee title insurance policy or commitment therefor, which endorsement or policy shall insure to the date of issuance of such Additional Bonds and the recording of any additional Security Documents or supplement to the Security Documents, if required, the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or additional policy shall increase the amount of title insurance coverage thereunder to an amount at least equal to the aggregate principal amount of the Additional Bonds to be issued (or in the case of Additional Bonds issued to complete or extend a Project previously financed hereunder the endorsement to the original policy for such Project shall increase the coverage to at least the aggregate principal amount of Bonds issued for such Project to be Outstanding following the issuance of such Additional Bonds) and naming the Trustee as an insured. In the event that the property upon which additional projects are to be located has not been acquired at or prior to the time of issuance of the Additional Bonds, the amendment to the Lease relating to such Additional Bonds shall require that such endorsement or additional title policy with respect to such property be delivered at the time of or prior to any disbursements being made from the Construction Fund with respect to such portion of the Project (except for costs of issuance relating to such Bonds);

(c) 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 contract or, in the alternative, a requirement that a copy of such documents be delivered to the Trustee prior to the time that moneys are withdrawn from the Construction Fund with respect to such portions of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the Project or Projects, as so improved and extended, in compliance with Section 17D-2-301 of the Building Authority Act; and

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

Each Series of Additional Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Series 2022 Bonds, the Outstanding Parity Bonds, and all other Series of Additional Bonds and Refunding Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bonds over any other thereof.

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds for the Series 2022 Bonds are shown below:

Sources of Funds

Par Amount of the Series 2022 Bonds	$
[Net] Reoffering Premium	
City Equity Contribution	
TOTAL	$

Uses of Funds

Deposit to Construction Fund	$
Costs of Issuance[(1)]	
TOTAL	$

(1) Costs of issuance include Underwriter's discount, Municipal Advisor, legal, rating agency, and Trustee fees and other costs and expenses related to the issuance of the Series 2022 Bonds.

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THE SERIES 2022 PROJECT

A portion of the proceeds of the Series 2022 Bonds will be used to finance the construction of a city hall/library (the "City Hall Project") and a fire station (the "Fire Station Project") and related improvements (collectively, the "Series 2022 Project").

The City Hall Project is anticipated to be a 65,000-square-foot, three-story building housing city administrative offices, city council chambers and the city's library. The City Hall Project will be on property owned by the City and ground leased to the Authority pursuant to the Ground Lease. No phase 1 environmental study has been conducted on the property for the City Hall Project but the City reports that such property has been used for [_____] purposes over the past [_____] years and the City does not believe there are any environmental issues with respect such property. The projected construction cost of the City Hall Project is approximately $22 million. In addition to proceeds from the Series 2022 Bonds, the City plans to make an equity contribution of $7 million to the City Hall Project. The City [has] [not yet] entered into a [fixed price] construction contract for the City Hall Project. [*Use if no fixed price contract in place:* However, the City has undertaken a study to determine costs for the City Hall Project and believes that it has identified all associated costs and that it has reasonable expectations as to total costs of the City Hall Project. However, no guarantee can be made as to final costs and it is possible that final costs exceed proceeds allocated from the Series 2022 Bonds. If that occurs then the City expects to fund the shortfall from its own funds or from another series of bonds.] Construction on the City Hall Project is anticipated to begin in April of 2023 and by completed by October of 2024.

The Fire Station Project is intended to serve and improve response times, to the west side of the city. The completed station is anticipated to be approximately 17,000 square feet. The Fire Station Project will be on property owned by the City and ground leased to the Authority pursuant to the Ground Lease. No phase 1 environmental study has been conducted on the property for the Fire Station Project but the City reports that such property has been used for [_____] purposes over the past [_____] years and the City does not believe there are any environmental issues with respect such property. The projected construction cost of the Fire Station Project is approximately $9.5 million. The City [has] [not yet] entered into a [fixed price] construction contract for the Fire Station Project. [*Use if no fixed price contract in place:* However, the City has undertaken a study to determine costs for the Fire Station Project and believes that it has identified all associated costs and that it has reasonable expectations as to total costs of the Fire Station Project. However, no guarantee can be made as to final costs and it is possible that final costs exceed proceeds allocated from the Series 2022 Bonds. If that occurs then the City expects to fund the shortfall from its own funds or from another series of bonds.] Construction on the Fire Station Project is anticipated to begin in November-December of 2022 and be completed in January of 2024.

[The Authority has decided not to fund any capitalized interest with respect to the Series 2022 Bonds. However, the City may still consider to appropriate Rentals with respect to the Series 2022 Project. In the event that the Series 2022 Project is not completed in a timely manner if may affect the City's decision about appropriating Rentals. See "RISK FACTORS – Non-appropriation" herein]

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DEBT SERVICE SCHEDULE ON THE BONDS

The following table sets forth the fiscal year debt service schedule for the Series 2022 Bonds.

Fiscal Year	Principal*	Interest[(1)]	Fiscal Year Total[(1)]
2023	–		
2024	–		
2025	$70,000		
2026	140,000		
2027	225,000		
2028	310,000		
2029	410,000		
2030	515,000		
2031	635,000		
2032	765,000		
2033	805,000		
2034	845,000		
2035	890,000		
2036	935,000		
2037	980,000		
2038	1,030,000		
2039	1,080,000		
2040	1,135,000		
2041	1,190,000		
2042	1,250,000		
2043	1,315,000		
2044	1,380,000		
2045	1,450,000		
2046	1,520,000		
2047	1,595,000		
2048	1,675,000		
2049	1,760,000		
TOTAL	$23,905,000*		

* Preliminary; subject to change.

(1) Amounts have been rounded.

(Source: The Municipal Advisor.)

THE AUTHORITY

Establishment

The City Council of the City authorized and directed the creation of the Authority on September 13, 2022 as a non-profit corporation under the provisions of the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended and the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended.

The Authority is to be of perpetual duration as set forth in its articles of incorporation. The Authority has no full-time employees or other personnel other than its Board of Trustees. The Authority has no property, money or other assets, except for those which are to be acquired with the proceeds of, and pledged to the payment of, its bonds. The principal place of business and office of the Authority is located at 153 North 100 East, Lehi City, Utah.

Corporate Powers

The Authority has been incorporated for the purpose of acquiring, improving or extending one or more "projects" (as defined in the Building Authority Act) and financing their costs on behalf of the City in accordance with the procedures and subject to the limitations of the Building Authority Act, in order to accomplish the public purposes for which the City exists.

The Authority has all of the powers provided for in the Building Authority Act and in the Constitution and other laws of the State of Utah. The Authority may not, however, undertake any of the activities provided for in its articles of incorporation without prior authorization therefor by the City Council. The Authority has been organized as a non-profit corporation and its articles of incorporation expressly require that it remain a nonprofit corporation.

The Authority may not be dissolved unless all of its outstanding bonds and other obligations are paid in full as to principal, interest and redemption premiums, if any, or unless provisions for the payment of the same when due has been made. Whenever bonds, notes or other evidences of indebtedness issued by the Authority are satisfied, discharged and retired, title to all real and personal property financed with the proceeds of such bonds, notes or other evidences of indebtedness is required to be forthwith transferred to the City.

Statutory Powers

Under the Building Authority Act, the Authority has the power to: (i) acquire one or more projects, which, by definition, means that it may obtain or gain property of every kind or nature which a public body is authorized or permitted by law to own, possess or hold or which has or may come into its possession or ownership by any lawful means, including, but not limited to purchase, lease, rental, sale, contract, exchange, devise, bequest, gift, condemnation, donation, construction or operation of law, and it may otherwise improve or extend such a project or projects and finance their costs on behalf of the public body which created the Authority in order to accomplish the public purposes for which the public body exists; (ii) enter into leasing contracts with the City with respect to projects which the Authority has acquired, improved or extended or will acquire, improve or extend on behalf of the City; (iii) issue and sell its bonds for the purpose of paying the cost of acquiring, improving or extending a project; and (iv) perform such other acts as enumerated in the Act; all in accordance with and subject to the specific requirements of the Building Authority Act with respect to such powers.

Organization

According to the bylaws of the Authority, the affairs of the Authority are managed by a Board of Trustees (the "Board"). The Board consists of the five members of the City Council and the Mayor (each a "Trustee") as may from time to time serve. Each Trustee serves on the Board until death, incapacity or removal from the City Council. Whenever a member of the City Council ceases to be a member of the City Council, such member's successor, upon election and qualifying for office, thereupon becomes a member of the Board.

The bylaws further provide for election of officers by the Board. The current members of the Board and the officers are set forth at the front of this Official Statement. For additional information regarding the Trustees and the officers, see "THE CITY—Form of Government" below.

THE CITY

General Information

The City covers an area of approximately 29 square miles and is located 12 miles north of Provo and 23 miles south of Salt Lake City. The City has approximately 79,978 residents according to the 2021annual estimate of the U.S. Census Bureau. The City is part of an area of the State known as "Silicon Slopes" because several well-known technology companies are located there, with a large concentration of such companies located in the City itself.

For additional information regarding the City, see "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF LEHI CITY FOR FISCAL YEAR ENDED JUNE 30, 2021."

Form of Government

The City is organized under general law and governed by a six-member council form of government, consisting of a mayor (the "Mayor") and five council members (each a "Council Member") each elected at large to serve four-year staggered terms. The City Council is charged with the responsibility of performing the legislative functions of the City. The Mayor is elected as the City's chief executive officer and appoints an administrator (the "City Administrator"), who is charged with working with the Mayor to carry out the policies and ordinances of the City Council and overseeing the day-to-day operations of City government.

The principal powers and duties of State municipalities are to maintain law and order, abate nuisances, guard public health and sanitation, promote recreation, provide fire protection, and to construct and maintain streets sidewalks, waterworks and sewers. Municipalities also regulate commercial and residential development within their boundaries by means of zoning ordinances, building codes and licensing procedures.

Office	Person	Years of Service	Expiration of Term
Mayor	Mark Johnson[1]	17	December 2025
Council Member	Paige Albrecht[2]	11	December 2023
Council Member	Chris Condie[3]	10	December 2025
Council Member	Paul Hancock	8	December 2025
Council Member	Katie Koivisto	2	December 2023
Council Member	Mike Southwick	10	December 2023
City Administrator	Jason Walker[4]	7	Appointed
Finance Director	Dean Lundell[5]	4	Appointed
City Attorney	Ryan Wood[6]	11	Appointed
City Recorder	Teisha Wilson	2	Appointed
City Treasurer	Alyson Alger	6	Appointed

(1) Mayor Johnson also served as a councilmember for 12 and a half years prior to serving as Mayor.
(2) Ms. Albrecht previously served 5 years on the City's planning commission and board of adjustments.
(3) Mr. Condie previously served 2 years on the City's planning commission and board of adjustments.
(4) Mr. Walker has 7 years prior experience in various municipal administration roles with other cities in Utah.
(5) Mr. Lundell has 17 years prior experience serving in financial and administrative capacities with other cities.
(6) Mr. Wood has 9 years prior experience serving as legal counsel to Provo City, Utah.

Employee Workforce and Retirement System

The City currently employs approximately 355 full-time employees. Additionally, the City employs part-time/seasonal employees as needed. The City is a member of the Utah State Retirement Systems (the "Systems"). The City reports that it has no post-employment benefit obligations. See "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF LEHI CITY FOR FISCAL YEAR ENDED JUNE 30, 2021—Notes to the Basic Financial Statements, Note K–Retirement Plans" herein.

The City records a liability and expense equal to its proportionate share of the collective net pension liability and expense of the Systems. More information regarding the City's participation in the Systems can be found in Note K–Retirement Plans," of the City's audited financial statements. See "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF LEHI CITY FOR FISCAL YEAR ENDED JUNE 30, 2021."

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City self-insures for claim under $200,000 and carries commercial insurance for risks in excess of that amount, except for risks associated with natural disasters. There were no decreases in coverage during 2021. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years. See "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF LEHI CITY FOR FISCAL YEAR ENDED JUNE 30, 2021—Notes to the Basic Financial Statements, Note N–Risk Management" herein.

Investment of Funds

Investment of Operating Funds; The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code (the "Money Management Act"), governs the investment of all public funds held by public treasurers in the State of Utah (the "State"). It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. The City has no investments in derivative or leveraged securities. A significant portion of City funds are invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurers' Fund"), as discussed herein.

The Utah Public Treasurers' Investment Fund. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Service, Inc. or Standard & Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurers' Fund is reviewed monthly by the Money Management Council and is audited by the State Auditor.

See "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF LEHI CITY FOR FISCAL YEAR ENDED JUNE 30, 2021—Notes to the Financial Statements, Note B–Deposits and Investments" and "Note C–External Investment Pool."

Moneys from the sale of obligations issued by the City or pledged to the payment therefor are also on deposit in funds and accounts of the City. Investment policies regarding such moneys are governed by the specific instruments pursuant to which such obligations were issued.

DEBT STRUCTURE OF THE AUTHORITY AND THE CITY

Authority Obligations

OUTSTANDING LEASE REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2022[(1)]	City Hall/Library & Fire Station	$23,905,000*	June 15, 2049*	$23,905,000*

(1) Assumes that the Series 2022 Bonds are issued and outstanding.

* Preliminary; subject to change.

City Obligations (as of October 1, 2022)

OUTSTANDING FRANCHISE AND SALES TAX BONDS

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2021	Broadband Project	$53,890,000	February 1, 2048	$53,890,000

OUTSTANDING SALES TAX REVENUE BONDS

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2019	Police Station	$16,470,000	June 1, 2039	$16,470,000
2018	Fire Station	5,000,000	June 1, 2038	4,370,000
2014	Recreation Facility	7,210,000	June 1, 2024	1,575,000
2004[(1)]	Road Infrastructure	9,000,000	September 1, 2024	7,955,000
Total				$30,370,000

(1) These bonds are secured by a subordinate lien on sales and use tax revenues and are also secured by certain transient room tax revenues.

OUTSTANDING ELECTRIC REVENUE BONDS

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2018	Generation Building	$15,640,000	June 1, 2038	$13,605,000

OUTSTANDING STORM DRAIN REVENUE BONDS

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2010	Refunding	$2,500,000	June 15, 2025	$595,000

OUTSTANDING WATER REVENUE BONDS

Series	Purpose	Original Principal Amount	Final Maturity Date	Principal Amount Outstanding
2019	Detention and Distribution	$17,205,000	June 1, 2044	$16,295,000

Future Bond Issues

The Authority has no plans to issue Additional Bonds under the Indenture within the next three years. The City plans to issue approximately $5 to $10 million in sales and franchise tax bonds to finance additional phases of a broadband project in the City within the next two to three years and may also issue approximately $18 million in electric revenue bonds. The City also anticipates issuing approximately $3.6 million in water revenue bonds which will be purchased by the State to finance water improvements.

Other Financial Considerations

The City has two notes outstanding related to the purchase of water shares and water system improvements which were outstanding as of June 30, 2022, in the amount of $1,042,659 and the City has capital leases related to the acquisition of fire trucks and related equipment and for public works vehicles, which have a total present value of future minimum lease payments of $2,284,965 as of June 30, 2022. The City also entered into a new capital lease

agreement on September 15,2022 in the amount of $1,725,000 for the acquisition of public works equipment. The City has several tax increment agreements with various developers which are payable solely from certain tax increment revenues. As of June 30, 2022, such tax increment agreements are outstanding in the amount of $82,982,131.

No Defaulted Bonds or Failure to Renew Lease

Neither the Authority nor the City has record of having failed to pay principal and interest when due on their respective outstanding bonded indebtedness or other obligations; nor has the City ever failed to appropriate amounts due under its lease obligations.

Outstanding General Obligation Bonds

The City has no general obligation bonds outstanding.

Debt Authorization and Limit

Pursuant to the provisions of Article XIV, Section 3, of the Utah Constitution, the City may incur general obligation indebtedness only upon the approval of a majority of the qualified electors within the City voting on a proposition to incur such indebtedness.

Under the Utah Constitution, the general obligation indebtedness of the City is limited to an amount not exceeding 4% of the value of taxable property in the City as shown in the last assessment for general purposes. The City may incur an additional amount of general obligation indebtedness, not exceeding 4% of the value of taxable property in the City, for water, sewer or electric purposes. Based upon the City's 2021 total estimated fair market value of $13,159,547,897 (total fair market value of property in the amount of $13,111,613,286 plus the estimated motor vehicle values for 2021 of $47,934,611, as permitted by State law) the general obligation debt limits of the City are shown below:

	General (4%)	Water, Sewer and Electric (4%)	Total (8%)
Debt Limit	$526,381,916	$526,381,916	$1,052,763,832
Less Outstanding General Obligation Bonds	-0-	-0-	-0-
Debt Margin	$526,381,916	$526,381,916	$1,052,763,832

Computation of Overlapping General Obligation Debt

Name of Overlapping Governmental Unit[1]	GO Debt Outstanding	Approximate Percentage Applicable to the City	City's Share of GO Debt
CUWCD[2]	$140,280,000	4.17%	$5,849,676
Alpine School District	443,770,000	23.26	103,220,902
TOTAL:			$109,070,578

(1) The State's general obligation debt is not included in overlapping debt because the State currently levies no property tax for payment of its general obligation bonds.

(2) Central Utah Water Conservancy District ("CUWCD") encompasses all or a portion of eight State counties, including, among others, Salt Lake County. CUWCD's outstanding general obligation bonds are limited ad valorem tax bonds. By law, CUWCD may levy a tax rate of up to .0004 (subject to certain exceptions) to pay for operation and maintenance expenses and any outstanding general obligation indebtedness.

(Sources: Financial statements and offering documents of the listed entities (as to outstanding debt).)

Debt Ratios

The State of Utah general obligation debt is not included in the debt ratios because the State currently levies no property tax for payment of general obligation bonds.

	To 2021 Taxable Value[2]	To Estimated Fair Market Value[3]	Per Capita[4]
Direct General Obligation Debt[1]	–	–	–
Direct and Overlapping General Obligation Debt	0.012%	0.008%	$1,364

(1) The City has no outstanding general obligation debt.
(2) Based on the City's total 2021 taxable value of $9,227,628,897
(3) Based on the 2021 fair market value of $13,111,613,286.
(4) Based on estimated 2021 population of 79,978.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The accounting policies of the City conform to all generally accepted accounting principles for governmental units in general and the cities of the State in particular.

The accounts of the City are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund or account group are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF LEHI CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2020—Notes to the Basic Financial Statements, Note A–Summary of Significant Accounting Policies" herein.

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer may revise the budget requests submitted by the heads of City departments, but must file these submissions with the City Council

together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the tentative budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 30 of each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter-department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year.

Financial Controls

The City utilizes a financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments, but the City has also empowered the Administrative Services Director to maintain control by major categories within departments. These controls are such that a requisition will not be entered into the purchasing system unless the appropriated funds are available. The Finance Director checks for sufficient funds again prior to the purchase order being issued and again before the payment check is issued. Voucher payments are also controlled by the Finance Director for sufficient appropriations.

Sources of General Fund Revenues

Set forth herein are brief descriptions of the various sources of revenues available to the City's general fund. The percentage of total general fund revenues represented by each source is based on the City's audited financial statements for the fiscal year ended June 30, 2021.

Taxes—Approximately 57% of general fund revenues are from taxes (of this amount, approximately 34% are from property taxes, 49% from sales and use taxes, 16% from franchise taxes, and 1% from other taxes).

Intergovernmental revenue—Approximately 17% of general fund revenues are from State shared revenues.

Charges for services—Approximately 14% of general fund revenues are from charges for services.

Licenses, fees, and permits—Approximately 7% of general fund revenues are from licenses, fees and permits.

Fines and forfeitures—Approximately 1% of general fund revenues are collected from fines and forfeitures.

Miscellaneous and interest revenue—Approximately 4% of general fund revenues are from miscellaneous revenues and interest on investments.

Five-Year Financial Summaries

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City's audited basic financial statements for the fiscal years ended June 30, 2017 through June 30, 2021 and, where indicated, the City's preliminary, unaudited financial information for the fiscal year ended June 30, 2022. The following summaries are unaudited.

LEHI CITY
Statement of Net Position – Governmental and Business-Type Activities
(This summary has not been audited.)

	Fiscal year ended June 30,				
	2021	2020	2019	2018	2017
ASSETS:					
Cash and cash equivalents	$86,591,143	$62,372,760	$47,281,828	$34,762,884	$35,645,852
Investments	19,059,357	18,911,115	18,240,677	17,642,457	–
Receivables (net)					
Accounts	7,432,448	6,375,402	5,363,011	5,285,430	5,160,402
Unbilled	935,550	792,819	748,798	177,659	175,774
Taxes	27,047,168	27,995,459	22,799,156	22,794,805	22,682,213
Intergovernmental	7,896,712	6,541,355	3,960,620	2,258,989	566,613
Other	1,385,552	792,830	822,508	781,732	443,936
Advance deposit with power supplier	304,188	632,377	901,438	564,576	267,896
Prepaid expenses	–	–	–	–	197,599
Inventory	6,084,269	3,745,965	4,717,198	2,768,443	2,569,450
Restricted cash & equivalents	90,523,871	24,546,174	45,339,963	10,506,413	1,243,613
Restricted impact fees receivable	–	–	–	12,898	160,512
Net pension asset	1,489,583	649,957	–	352,784	54,234
Non-depreciable capital assets	267,108,854	253,568,968	236,715,577	227,409,147	193,397,541
Depreciable capital assets, net	482,396,893	457,869,721	431,001,524	392,656,402	367,319,722
Total assets	998,255,588	864,794,902	817,892,298	717,974,619	629,885,357
DEFERRED OUTFLOWS					
Advance funding of UAMPS Project	6,095,614	6,339,439	6,583,264	6,827,089	7,529,180
Loss on refunding	640,847	–	–	30,609	61,218
Deferred outflows related to pensions	3,824,377	3,510,816	6,596,123	5,994,422	5,226,090
Total deferred outflows	10,560,838	9,850,255	13,179,387	12,852,120	12,816,488
LIABILITIES					
Accounts payable	12,894,510	7,458,730	8,514,967	5,922,500	10,746,329
Liabilities payable from restricted assets					
Accounts payable	1,702,244	4,204,602	4,246,136	8,317,135	275,992
Accrued interest	754,754	124,243	125,954	125,954	125,954
Wages payable	1,321,664	963,069	725,847	687,958	762,909
Accrued liabilities	3,814,800	3,053,273	3,038,127	2,460,206	1,649,781
Accrued interest payable	2,055,109	2,141,036	2,276,822	1,931,666	1,824,643
Customer deposits	39,520	39,970	39,455	50,680	29,705
Unearned revenue	–	–	–	1,765,267	–
Liabilities due within one year	4,586,050	4,174,985	3,935,870	3,847,122	5,583,239
Due in more than one year					
Compensated absences	2,747,591	2,473,100	2,142,367	1,877,785	1,842,023
Net pension liability	1,988,813	6,269,223	11,523,545	6,067,095	8,374,051
Landfill post-closure costs	512,372	250,917	250,917	250,917	250,917
Capital leases	2,284,957	1,890,924	–	–	–
Tax increment note to developer	85,804,166	89,515,210	95,969,054	99,046,278	103,077,627
Other notes payable	1,589,562	1,788,991	1,936,913	2,061,430	2,659,392
Bonds payable	131,145,671	70,035,132	72,391,567	36,938,055	15,330,000
Total liabilities	253,241,783	194,383,405	207,117,541	171,350,048	152,532,562
DEFERRED INFLOWS					
Property taxes	23,367,745	25,112,281	19,965,276	20,195,181	20,371,261
Advance receipt of CARES grant	4,725,314	1,748,118	–	–	–
Deferred inflows related to pensions	6,735,966	3,468,158	578,783	4,865,815	1,570,236
Total deferred inflows	34,829,025	30,328,557	20,544,059	25,060,996	21,941,497
NET POSITION					
Net investment in capital assets	683,403,286	651,937,602	628,362,203	588,370,980	538,195,533
Restricted for capital improvements	16,682,913	3,732,850	3,460,384	616,689	241,555
Restricted for debt service	588,265	75,843	326,307	73,235	475,617
Restricted for other purposes	180,183	234,185	222,455	207,090	–
Unrestricted	19,890,971	(6,047,285)	(28,961,264)	(54,852,299)	(70,684,919)
Total net position	$720,745,618	$649,933,195	$603,410,085	$534,415,695	$468,227,786

(Source: Information extracted from the City's 2017-2021 audited basic financial statements. This summary is unaudited.)

LEHI CITY
Statement of Revenues, Expenditures and Changes in Fund Balance – General Fund
(This summary has not been audited.)

	Fiscal year ended June 30,					
	2022*	2021	2020	2019	2018	2017
REVENUES						
Taxes	$38,758,250	$34,327,544	$30,269,379	$27,338,399	$25,958,232	$23,851,693
Licenses, fees, & permits	4,004,414	4,106,697	2,892,314	3,545,540	3,575,367	2,338,200
Intergovernmental	10,649,918	9,935,765	7,519,678	2,752,471	2,717,917	2,373,773
Charges for services	9,790,685	8,113,532	7,058,720	8,739,191	8,636,679	7,502,520
Fines & forfeitures	716,833	710,682	790,458	844,289	799,079	629,104
Miscellaneous	1,562,003	2,678,250	1,648,639	1,451,781	1,508,819	1,252,405
Interest on investments	219,772	125,518	393,642	531,022	163,562	113,450
Total revenue	65,701,875	59,997,988	50,572,830	45,202,693	43,359,655	38,061,145
EXPENDITURES						
Current						
General government	8,544,024	8,259,035	7,538,498	7,112,048	6,856,047	8,390,690
Public safety	18,342,423	17,120,953	15,404,388	13,821,781	12,622,099	11,934,981
Community development	3,407,014	3,286,884	3,056,339	2,897,067	2,780,062	2,511,916
Streets & highways	5,781,176	5,620,679	3,789,510	3,455,349	3,372,051	4,096,908
Parks, recreation & culture	11,356,257	10,341,966	9,541,822	9,750,314	9,675,126	8,628,939
Cemetery	454,611	482,707	433,261	403,066	390,147	385,537
Debt service - principal	22,262	–	–	710,000	700,000	680,000
Debt service - interest & fiscal charges	1,838	–	–	103,960	120,060	135,700
Total expenditures	47,909,605	45,112,224	39,763,818	38,253,585	36,515,592	36,764,671
Excess of revenue over expenditures	17,792,270	14,885,764	10,809,012	6,949,108	6,844,063	1,296,474
OTHER FINANCING SOURCES (USES)						
Issuance of Notes	28,193	–	–	–	–	–
Transfers in	1,167,851	1,355,679	1,883,869	1,242,294	1,414,754	1,681,036
Transfers out	(13,872,733)	(10,114,495)	(9,704,434)	(8,330,210)	(2,684,015)	(5,110,500)
Sales of capital assets	–	106,923	28,869	388,062	51,932	13,577
Total other financing sources (uses)	(12,676,689)	(8,651,893)	(7,791,696)	(6,699,854)	(1,217,329)	(3,415,887)
Net change in fund balance	5,115,581	6,233,871	3,017,316	249,254	5,626,734	(2,119,413)
Fund balance - beginning of year	21,420,728	15,186,857	12,169,541	11,920,287	6,293,553	8,412,966
Fund balance - end of year	$26,536,309	$21,420,728	$15,186,857	$12,169,541	$11,920,287	$6,293,553

(Source: Information extracted from the City's 2017-2021 audited basic financial statements and the City's preliminary, unaudited financial information for the fiscal year ended June 30, 2022. This summary is unaudited.)

Additional Information

For additional information with respect to the City and its finances see "DEBT STRUCTURE OF THE CITY," "APPENDIX A—ANNUAL COMPREHENSIVE FINANCIAL REPORT OF LEHI CITY FOR FISCAL YEAR ENDED JUNE 30, 2021."

Sales and Use Tax

The Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code (the "Local Sales and Use Tax Act") provides that each county, city and town in the State may levy a sales and use tax of up to 1% on the purchase price of taxable goods and services. Although local governments may elect to levy sales and use taxes at rates less than 1%, various provisions of the Local Sales and Use Tax Act encourage them to levy these taxes at the rate of 1%. The legislative intent of the Local Sales and Use Tax Act is to provide the counties, cities and towns of the State with an added source of revenue to assist them in meeting their financial needs and servicing their bonded indebtedness. The City levies the local sales and use tax at the maximum legal rate of 1%.

The local sales and use tax is levied in addition to a statewide sales and use tax (the "Statewide Tax") which is currently imposed at a rate of 4.85% of the purchase price of taxable goods and services, with the exception of sales of natural gas, electricity, and fuel oil for residential use which are taxed at a rate of 2.00% and food and food ingredients which are taxed at a rate of 3.00% (which includes a 1.75% statewide tax, 1.00% local sales and use tax, and 0.25% county tax). In addition, counties and cities in the State are authorized to impose sales and use taxes to fund public transportation, transportation infrastructure, zoo, art and parks purposes, and at the option of the county for general fund purposes of the county, revenues from which sales and use taxes do not constitute Pledged Sales Tax Revenues. The County currently imposes sales and use taxes to fund public transportation and for general fund purposes of the County. None of these taxes are pledged as a component of Pledged Sales Tax Revenues. The total sales and use taxes imposed in the City (other than certain specialty taxes, including a motor vehicle rental tax, a transient room tax, and a tourism restaurant tax imposed by the County) is 7.15%.

Sales and use taxes are collected by the Utah State Tax Commission and distributed monthly to each county, city and town. The distributions are based on a formula, which provides that (i) 50% of sales and use tax collections will be distributed based on the percentage of the population of the local government to the total population of all similar local governments in the State and (ii) 50% of sales and use tax collections will be distributed based on the point of sale (the "50/50 Distribution"). The 50/50 Distribution formula and other provisions of the Local Sales and Use Tax Act are subject to legislative changes.

Under the Local Sales and Use Tax Act, sales taxes are imposed on the amount paid or charged for sales of tangible personal property in the State and for services rendered in the State for the repair, renovation or installation of tangible personal property. A use tax is imposed on the amount paid or charged for the use, storage or other consumption of tangible personal property in the State, including services for the repair, renovation or installation of such tangible personal property. Sales and use taxes also apply to leases and rentals of tangible personal property if the tangible personal property is in the State, the lessee takes possession in the State, or the tangible personal property is stored, used or otherwise consumed in the State.

A sales and use tax due and unpaid constitutes a debt due from the vendor and may be collected, together with interest, penalty, and costs, by appropriate judicial proceeding within three years after the vendor is delinquent. Furthermore, if a sales and use tax is not paid when due and if the vendor has not followed the procedures to object to a notice of deficiency, the Utah State Tax Commission may issue a warrant directed to the sheriff of any county commanding the sheriff to levy upon and sell the real and personal property of a delinquent taxpayer found within such county for the payment of the tax due. The amount of the warrant shall have the force and effect of an execution against all personal property of the delinquent taxpayer and shall become a lien upon the real property of the delinquent taxpayer in the same manner as a judgment duly rendered by any district court.

Franchise Taxes

Title 10, Chapter 1, Part 3 Utah Code (the "Municipal Energy Sales and Use Tax Act"), provides that a municipality may levy a municipal energy sales and use tax (the "Municipal Energy Sales and Use Tax") on the sale or use of gas and electricity within the municipality, including sales by the municipality, for the purpose of raising revenue and to create a more competitive environment for the energy industry in accordance with the limitations and provisions set forth in the Municipal Energy Sales and Use Tax Act. The Municipal Energy Sales and Use Tax Act provides that each municipality in the State may levy a Municipal Energy Sales and Use Tax on the sale or use of taxable energy within the municipality at a rate not exceeding 6% of the delivered value of the taxable energy. The City levies the Municipal Energy Sales and Use Tax at the maximum rate of 6%.

The Municipal Energy Sales and Use Tax is imposed on the "delivered value" of taxable energy provided within the City. "Delivered value" refers to the fair market value of the taxable energy and includes the value of the energy itself and any transportation, freight, customer demand charges, service charges or other costs typically incurred in providing taxable energy in usable form to customers within the City. The City collects directly the majority of revenues derived from the levy of the Municipal Energy Sales and Use Tax; however, a small portion is collected by the Utah State Tax Commission and disbursed to the City.

Certain Property Tax Matters

The following information with respect to certain property tax matters is included in this Official Statement to provide background information relating to a major source of general fund revenues of the City. As described herein, the Series 2022 Bonds are not secured by any pledge of property tax revenues and do not constitute a debt or indebtedness of the City or the Authority. See "RISKS FACTORS" below.

The Property Tax Act, Title 59, Chapter 2, Utah Code Annotated 1953, as amended (the "Property Tax Act"), provides that all taxable property within the taxing entity is required to be assessed and taxed at a uniform and equal rate on the basis of 100% of its "fair market value" as of January 1 of each year, unless otherwise provided by law. "Fair market value" is defined in the Property Tax Act as "the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts." Determinations of "fair market value" shall take into account the current zoning laws applicable to the property in question. Section 2 of Article XIII of the Utah Constitution provides that the Utah Legislature may by law exempt from taxation up to 45% of the fair market value of residential property as defined by law. Pursuant to this provision, the Utah Legislature has provided that the "fair market value" of primary residential property shall be reduced by 45% for tax years 1995 and thereafter. No more than one acre of land per residential unit may qualify for the residential exemption.

The Property Tax Act provides that the State Tax Commission shall assess certain types of property ("centrally assessed property"), including (i) properties that operate as a unit across county lines that must be apportioned among more than one county or state, (ii) public utility (including railroad) properties, (iii) airline operating properties, (iv) geothermal properties and (v) mines, mining claims and appurtenant machinery, furnishings and improvements, including oil and gas properties. All other taxable property ("locally assessed property") is required to be assessed by the county assessor of the county in which such locally assessed property is located. Each county assessor must update property values annually based upon a systematic review of current market data. Each county assessor must also complete a detailed review of property characteristics for each parcel of property at least once every five years. The Property Tax Act requires that the State Tax Commission conduct an annual investigation in each county to determine whether all property subject to taxation is on the assessment rolls and whether the property is being assessed at its "fair market value."

The State Tax Commission and the county assessors utilize various valuation methods, as determined by statute, administrative regulation or accepted practice, to determine the "fair market value" of taxable property.

Many areas within the State have agricultural farmland devoted to the raising of useful plants and animals. For general property tax purposes, agricultural land is assessed based on statutory requirements and the value which the land has for agricultural use or on its agricultural value.

Uniform Fees

An annual statewide uniform fee is levied on tangible personal property in lieu of the ad valorem tax. The uniform fee is based on either the age or the value of motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State. The current uniform fee is established at 1.5% of the fair market value of motor vehicles that weigh 12,001 pounds or more, watercraft, recreational vehicles and all other tangible personal property required to be registered with the State, excluding exempt property such as aircraft and property subject to a fixed age-based fee. Motor vehicles weighing 12,000 pounds or less are subject to an age-based fee that is due each time the vehicle is registered. The age-based fee is for passenger-type vehicles and ranges from $10 to $150, depending on the age of the vehicle. Recreational vehicles, motorcycles, watercraft (except large watercraft), snowmobiles and certain small motor vehicles required to be registered with the State are also subject to an aged-based fee that ranges from $10 to $700, depending on the age of the vehicle. The revenues collected from the various uniform fees are distributed by the county to the taxing entity in which the property is located in the same proportion in which revenue collected from ad valorem real property tax is distributed.

Tax Levy and Collection

The State Tax Commission must assess all centrally assessed property by May 1 of each year and shall immediately notify the owners or operators of such property, and the county assessors, of such assessment. County assessors must assess all taxable property other than centrally assessed property before May 22 of each year. Before May 25 the State Tax Commission apportions the value of centrally assessed property to the various taxing entities within each county and reports such values to county auditors before June 8. The governing body of each taxing entity must adopt a final tax rate before June 22, except as described below for rates in excess of the certified tax rate. County auditors must forward to the State Tax Commission a statement prepared by the governing body of each taxing entity showing the amount and purpose of each levy.

If the State Tax Commission determines that a tax levy established by a taxing entity exceeds the maximum levy permitted by law, the State Tax Commission must lower the levy to the maximum level permitted by law, must notify the taxing entity that the rate has been lowered, and must notify the county auditor of the county in which the taxing entity is located to implement the rate established by the State Tax Commission.

On or before July 22 of each year, the county auditors must mail to all owners of real estate shown on their assessment rolls notice of, among other things, the value of the property, itemized tax information for all taxing entities and the date their respective county boards of equalization will meet to hear complaints. Not later than 30 days following the mailing of the notice, taxpayers owning property assessed by the county assessors may file an application with the appropriate county board of equalization for the purpose of contesting the assessed valuation of their property. The county boards of equalization must render a decision on each appeal no later than October 1 (with extensions requiring State Tax Commission approval). Such decisions may be appealed to the State Tax Commission, which must decide all appeals by March 1 of the following year. Owners of centrally assessed property, on or before the later of June 1 or a day within 30 days of the date the notice of assessment is mailed by the State Tax Commission, may apply to the State Tax Commission for a hearing to contest the assessment of centrally assessed property. A county may also contest the assessment under specified conditions. The State Tax Commission must render a written decision no later than 120 days following completion of the hearing and submission of all post-hearing briefs. The county auditors must make a record of all changes, corrections and orders and, before November 1, must deliver the corrected assessment rolls to their respective county treasurers. By November 1, the county treasurers are to furnish to each taxpayer a notice containing the kind and value of the property assessed to the taxpayer, the street address of the property, where applicable, the amount of the tax levied on the property and the year that the property is subject to a detailed review. Taxes are due November 30, or, if a Saturday, Sunday, or holiday, the next business day following.

Each county treasurer is responsible for collecting all taxes levied on real property within that county. There are no prior claims to such taxes. As taxes are collected, each county treasurer must pay the State and each taxing entity within the county its proportionate share of the taxes, on the tenth day of each month. Delinquent taxes are subject to a penalty of 2% of the amount of the taxes or $10.00, whichever is greater. Unless the delinquent taxes and penalty are paid before January 16 of the following year, the amount of delinquent taxes and penalty bears interest at the federal discount rate in effect on January 1, plus 6% from January 1 until paid. If after four years (March 15 of

the fifth year after assessment) delinquent taxes have not been paid, the affected county may advertise and sell the property at a tax sale.

Public Hearing on Certain Tax Increases

Each taxing entity that proposes to levy a tax rate that exceeds the "certified tax rate" may do so, by ordinance, only after holding a public hearing. Notice of the public hearing must be mailed by July 22 to all owners of real estate and, in most cases, must be advertised by publication. Generally, the certified tax rate for a taxing entity is the rate necessary to generate the same property tax revenue that the taxing entity collected for the prior year, exclusive of collections from redemptions, interest and penalties. For purposes of calculating the certified tax rate, county auditors are to use the taxable value of property on the assessment rolls, exclusive of new growth. New growth is any increase in taxable value of the taxing entity from the previous calendar year to the current year, less the amount of increase to locally assessed real property taxable values resulting from factoring, reappraisal or any other adjustments. After the public hearing is held, the taxing entity may adopt a resolution levying a tax in excess of the certified tax rate. If a resolution levying a tax in excess of the certified tax rate is not forwarded to the county auditor by August 17, the county auditor must forward the certified tax rate to the State Tax Commission. The final tax notice is then mailed by November 1.

Taxable Value and Estimated Fair Market Value of Taxable Property in the City

Calendar Year	Taxable Value[(1)]	Fair Market Value[(2)]	Taxable Value as a Percentage of Fair Market Value
2021	$9,227,628,897	$13,111,613,286	70.4%
2020	8,778,481,740	12,201,577,217	71.9
2019	8,245,055,315	11,230,420,097	73.4
2018	6,435,327,911	8,975,243,406	71.7
2017	5,743,178,670	7,936,815,060	72.4

(1) Includes taxable value of all taxable real property in the City (does not include personal property, centrally assessed values, or motor vehicle values).

(2) Includes taxable value of all taxable real property in the City, less 45% "haircut" on primary residential property as permitted by State law. See "–Certain Property Tax Matters" above.

(Source: Utah State Tax Commission, Property Tax Division.)

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Property Tax Levies and Collections

The following table shows the property tax levies and collections for the City's general fund for the years shown:

		Collected within the Fiscal Year of the Levy			Total Collections	
Fiscal Year	Total Tax Levy	Amount	Percentage of Levy	Collections in Subsequent Years	Amount	Percentage of Levy
2021	$12,837,163	$12,108,856	94.33%	–	$12,108,856	94.33%
2020	12,883,259	12,306,550	95.52	$533,879	12,840,429	99.67
2019	10,934,267	10,244,566	93.69	503,735	10,748,301	98.30
2018	10,682,184	10,215,281	95.63	448,752	10,664,033	99.83
2017	10,467,968	10,028,134	95.80	370,879	10,399,013	99.34

(Source: Extracted from the City's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021, Statistical Section, Schedule 7–Property Tax Levies and Collections.)

Direct and Overlapping Property Tax Rates

Tax Year	Total City Rate	Alpine School District	Utah County	CUWCD	No. Utah Co. WCD	Lehi Metropolitan WD	Total
2022	0.001189	0.005724	0.000561	0.000400	0.000012	0.000006	0.007892
2021	0.001429	0.006904	0.001007	0.000400	0.000015	0.000008	0.009763
2020	0.001451	0.006800	0.001202	0.000400	0.000016	0.000008	0.009877
2019	0.001538	0.006699	0.000839	0.000400	0.000017	0.000008	0.009501
2018	0.001678	0.007033	0.000911	0.000400	0.000019	0.000009	0.010050

(Source: Extracted from the City's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021, Statistical Section, Schedule 8–Direct and Overlapping Property Tax Rates and the City, as to 2022 rates.)

Principal Property Taxpayers

Taxpayer	Business Type	2021 Taxable Value	% of City Total Taxable Value[(1)]
Texas Instruments	Semiconductor Manufacture	$363,486,700	3.94%
Adobe Systems Inc.	Software	128,333,100	1.39
Young Living Warm Springs LLC	Essential Oils	75,125,800	0.81
Geneva Rock Products Inc.	Construction Supply	71,026,076	0.77
DR Horton	Construction	65,556,600	0.71
MPT of Lehi-Steward LLC	Medical Center	63,517,900	0.69
Outlets at Traverse Mountain LLC	Retail	55,588,700	0.60
Traverse Ridge Center III LLC	Commercial Real Estate	51,545,200	0.56
RE Plus 1300WTP	Commercial Real Estate	50,485,800	0.55
TMCV#1 LLC	Retail	46,662,500	0.51
Total		$874,958,428	10.53%

(1) Based on total taxable value of the City for calendar year 2021 of $9,227,628,897.
(Source: The City.)

RISK FACTORS

THE PURCHASE OF THE SERIES 2022 BONDS BEING OFFERED HEREBY INVOLVES CERTAIN INVESTMENT RISKS THAT ARE DISCUSSED THROUGHOUT THIS OFFICIAL STATEMENT. ACCORDINGLY, EACH PROSPECTIVE PURCHASER OF THE SERIES 2022 BONDS SHOULD MAKE AN INDEPENDENT EVALUATION OF ALL OF THE INFORMATION PRESENTED IN THIS OFFICIAL STATEMENT IN ORDER TO MAKE AN INFORMED INVESTMENT DECISION. CERTAIN OF THESE RISKS ARE DESCRIBED BELOW.

Non-Appropriation

Base Rentals and Additional Rentals (sometimes collectively referred to herein as "Rentals") will be payable solely from City Funds (as defined in the Lease) which are annually budgeted and appropriated by the City Council of the City and which may be terminated by action of the City Council. There is no assurance that the Lease will be renewed for all of its anticipated Renewal Terms. The City Council is under no obligation to provide City Funds for such renewals. The City's obligation under the Lease does not constitute a general obligation or other indebtedness of the City or the State of Utah or any agency or political subdivision of the State of Utah within the meaning of any constitutional or statutory debt limitation. THE AUTHORITY HAS NO TAXING POWER.

Accordingly, the likelihood that the City will extend the term of the Lease for all Renewal Terms and continue to pay the Base Rentals to enable the Authority to timely pay the principal of, premium, if any, and interest on the Series 2022 Bonds in the future depends upon a number of factors which are beyond the control of the City, including, but not limited to, (a) the continuing need of the City for the Series 2022 Project, (b) the composition of the City Council and their respective views with respect to the leasing of the Series 2022 Project, (c) the economic and demographic conditions within the City, (d) the ability of the City to generate sufficient funds from property taxes and other taxes and other sources of revenue to pay obligations associated with the Lease and other obligations of the City (whether now existing or hereafter created), and (e) the value of the Series 2022 Project in the event of the termination of the term of the Lease as a result of the occurrence of certain events described below or the expiration of any Renewal Term if the City does not appropriate sufficient funds that extends the term of the Lease as provided in the Lease. Neither the Indenture nor the Lease limit the ability of the City to incur additional obligations against its revenues. [The Authority has decided not to fund any capitalized interest with respect to the Series 2022 Bonds. However, the City may still consider to appropriate Rentals with respect to the Series 2022 Project. In the event that the Series 2022 Project is not completed in a timely manner if may affect the City's decision about appropriating Rentals.]

The City has covenanted in the Lease to include in its annual tentative budget prepared by the appropriate officials of the City an item for expenditure of an amount necessary (after taking into account any and all City Funds then legally available for such purpose), to pay the Base Rentals and reasonably estimated Additional Rentals during the next succeeding Renewal Term under the Lease. The decision to renew or not to renew the term of the Lease is to be made solely by the City Council at the time it considers for adoption the final budget relating to each Renewal Term and not by any official of the City acting in his or her individual capacity.

In the event the City Council fails to renew the Lease for all contemplated Renewal Terms, fails to budget and appropriate sufficient City Funds for the payment of Base and Additional Rentals or defaults under the Lease, the Lease, which is subject to annual renewal, will be terminated, and, in such event, the Series 2022 Bonds will be payable from any moneys held by the Trustee under the Indenture, and the proceeds, if any, from a liquidation or other disposition of the Series 2022 Project subsequent to foreclosure of the lien of the Indenture and the Security Documents. In such event, the City has agreed to immediately vacate the Series 2022 Project.

Changes in Makeup of City Council

The individuals elected to serve on the City Council may change during the period the Series 2022 Bonds are outstanding. There can be no assurance that the membership of the City Council will not change in a manner that will result in a future City Council ceasing to appropriate Rentals under the Lease for the Series 2022 Project. Under the Lease, the City is entitled not to appropriate Rentals for the next succeeding Renewal Term with respect to all of

the components constituting the Series 2022 Project, but is not entitled to appropriate with respect to only a portion, but not all, of such components constituting the Series 2022 Project.

Expiration or Termination of Lease

The Lease will expire by its terms on each June 30 during the years 2023 through 2048*, unless the City, in its sole discretion exercises the option provided in the Lease to extend the term of the Lease for each next succeeding Renewal Term with a final lease expiration date of June 15, 2049* (the scheduled final maturity of the Series 2022 Bonds). In the event that the City does not extend in any year the term of the Lease, the City's obligation to pay Rentals will terminate on the June 30 occurring at the end of the then current Renewal Term. Upon (a) the expiration of any Renewal Term of the Lease during which an Event of Nonappropriation occurs or (b) a default under the Lease and an election by the Trustee to terminate the possessory interest of the City under the Lease, the City's rights of possession of the Series 2022 Project under the Lease will expire or be terminated, as appropriate.

In the event that the City's right of possession of the Series 2022 Project under the Lease expires or is terminated for either of the reasons described in the preceding paragraph, the obligation of the City to pay Rentals thereunder will terminate and the Series 2022 Bonds will be payable from, among other sources, such moneys, if any, as may be available under the Indenture. Should the Lease expire at the end of a Renewal Term without any extension for the next succeeding Renewal Term or if an event occurs pursuant to which the Trustee terminates the City's right of possession of the Series 2022 Project under the Lease, the Trustee may recover and relet or sell the Authority's interest in the Series 2022 Project as provided in the Indenture, subject to the Ground Lease. The Net Proceeds of any reletting or sale of the Series 2022 Project together with certain other moneys then held by the Trustee under the Indenture, are required to be used to pay the Series 2022 Bonds to the extent of such moneys. However, each separate public facility or property constituting the Series 2022 Project represents special purpose facilities or property for use in connection with providing particular governmental services. No assurance can be given that the Trustee could relet or sell the Series 2022 Project for the amount necessary to pay the principal of and the interest on the Series 2022 Bonds.

A potential purchaser of the Series 2022 Bonds should not assume that it will be possible to relet or sell the Series 2022 Project after the expiration or termination of the City's right to possess the Series 2022 Project under the Lease as described above for an amount equal to the aggregate principal amount of the Series 2022 Bonds then outstanding plus accrued interest thereon. In this regard, it should be noted that (a) the Series 2022 Project may be subject to ad valorem taxes and other property taxation if owned by someone other than the City or other governmental body, (b) the use of the Series 2022 Project by a non-governmental entity may affect the tax-exempt status of interest on the Series 2022 Bonds, (c) the Series 2022 Project may not be suitable for general commercial use, and (d) zoning restrictions could limit the use of the Series 2022 Project. Furthermore, no assurance can be given that the amount, if any, realized upon any reletting or sale of the Series 2022 Project will be available to provide for the payment of the Series 2022 Bonds on a timely basis.

Because the Lease will terminate in the event that the City Council fails to budget and appropriate sufficient City Funds to continue making Base Rentals and Additional Rentals during any Renewal Term of the Lease, a potential purchaser of the Series 2022 Bonds should carefully consider the nature of the security for payment of the Series 2022 Bonds in the event of a termination of the Lease. Under the Indenture and the Security Documents, the Series 2022 Project is subject to a lien and security interest granted to the Trustee for the benefit of the holders of the Series 2022 Bonds. Upon the occurrence of an Event of Default under the Indenture (which is defined to include an Event of Default under the Lease), the Trustee may foreclose its lien on the Series 2022 Project and may, subject to the Ground Lease, take possession of the Series 2022 Project as trustee and fiduciary for the holders of the Series 2022 Bonds. In such event, the amount of payment on the Series 2022 Bonds will be dependent upon the ability of the Trustee to sell or lease the Series 2022 Project to a subsequent purchaser or lessee. The ability of the Trustee to sell or lease the Series 2022 Project may be limited to other governmental entities, since the use of the Series 2022 Project by a non-governmental entity may adversely affect the tax-exempt status of interest on the Series 2022 Bonds. A potential purchaser of the Series 2022 Bonds should carefully consider the information currently available and presented herein concerning the Series 2022 Project. A potential Bondholder should not assume that it will be possible to liquidate the

* Preliminary; subject to change.

Series 2022 Project after foreclosure of the lien of the Indenture for an amount equal to the aggregate principal amount of the Series 2022 Bonds then outstanding, plus accrued interest thereon.

Limited Remedies

A termination of the City's right of possession of the Series 2022 Project under the Lease as a result of an Event of Default or expiration of the term of the Lease at the end of any Renewal Term without an extension for the next succeeding Renewal Term will give the Trustee the right to possession of, and the right to relet the Series 2022 Project in accordance with the provisions of the Lease and the Indenture, subject to the Ground Lease. However, the enforceability of the Lease and the Indenture is subject to the applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the police powers of the State of Utah, the exercise of judicial authority by state or Federal courts and the exercise by the United States of America of the powers delegated to it by the Federal Constitution. In addition, the Series 2022 Project may be used for limited purposes. Due to the limited remedies available with respect to the Series 2022 Project, the limited uses of the Series 2022 Project and the delays inherent in obtaining foreclosure on real property and other judicial remedies, no assurance can be given that a court, in the exercise of judicial discretion, would enforce these remedies in a timely manner. Any delays in the ability of the Trustee to obtain possession of the Series 2022 Project, of necessity, will result in delays in any payment of principal of or interest on the Series 2022 Bonds. Nor can any assurance be given that any moneys realized by the Trustee upon an exercise of any remedies would be sufficient to pay the principal of and interest on the Series 2022 Bonds. In the event any such moneys recovered are in an amount less than the aggregate principal amount of all outstanding Series 2022 Bonds, plus accrued interest, the Series 2022 Bonds would be paid in part on a pro rata basis as described under the Indenture, and no holder of any Series 2022 Bond will have any further claim for payment upon the Authority or the City. See "APPENDIX B—EXTRACTS OF THE INDENTURE AND THE MASTER LEASE—The Indenture—Application of Moneys."

Destruction of Project

The Lease requires that the Series 2022 Project be insured by policies of insurance. If, prior to the termination of the Lease Term and the payment in full of the Series 2022 Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Series 2022 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 Series 2022 Project or any material portion thereof or the Series 2022 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 a Series 2022 Project shall become apparent; or (iv) title to or the use of all or any material portion of the Series 2022 Project shall be lost by reason of a defect in title thereto, the City shall be obligated, subject to the City's right to discharge its obligation to repair or replace the Series 2022 Project, to continue to pay Rentals regardless of whether the Series 2022 Project shall have been accepted.

Subject to the City's right to discharge its obligation to repair or replace the Series 2022 Project, the City, the Authority, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to the Series 2022 Project to be deposited in the Construction Fund if received before the Completion Date of the Series 2022 Project and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of said Project by the City. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund or separate trust fund shall be paid to the City. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the City shall, from and to the extent of available City Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds.

In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of the Series 2022 Project, the appropriate budget officers of the City shall, within 15 days of notice of such insufficiency, seek an appropriation from the City Council for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate,

by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace the Series 2022 Project may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals, and possession of the Series 2022 Project as well as all rights created pursuant to the Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to the Series 2022 Project (except for moneys held in the Rebate Fund or for the payment of Series 2022 Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the Series 2022 Bonds. Thereafter, the Authority's interest in said Project may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture 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 Indenture with respect to the Series 2022 Project (except moneys held in the Rebate Fund or for the payment of Series 2022 Bonds not then deemed Outstanding), shall be applied to the redemption of the Series 2022 Bonds on the next succeeding redemption date. Such redemption of the Series 2022 Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture. See "APPENDIX B—EXTRACTS OF THE INDENTURE AND THE MASTER LEASE—The Master Lease—Damage, Destruction, and Condemnation" herein.

The City is required under the Lease to cause the Series 2022 Project to be insured by policies of casualty and property damage insurance in an amount not less than the full insurable value of the Series 2022 Project. The term "full insurable value" as used in the Lease means the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the principal amount of all of the Series 2022 Bonds then Outstanding which financed said Project. Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Series 2022 Project but other properties in the amounts required by the previous sentence. However, there is no assurance that, in the event the Lease is terminated as a result of damage to or destruction or condemnation of the Series 2022 Project, moneys made available by reason of such an occurrence will be sufficient to redeem the Series 2022 Bonds at a price equal to the principal amount thereof outstanding plus accrued interest to the redemption date.

Depreciation and Obsolescence

Certain components of the Series 2022 Project may become obsolete, may depreciate in value or may wear out during the time that the Series 2022 Bonds are outstanding. In addition, components of the Series 2022 Project may be difficult or impossible to remove from their place of service or use. Consequently, following an Event of Nonappropriation or an Event of Default under the Lease of the Indenture or termination of the Lease for any reason, any amounts realized by the Trustee from a reletting or sale of the Series 2022 Project may not be sufficient to redeem or pay all outstanding Series 2022 Bonds in full.

Acquisition of the Series 2022 Project

The acquisition, construction, furnishing and equipping of the Series 2022 Project is expected to be completed in 2024. The Authority and the City believe, but there can be no assurance, that the proceeds of sale of the Series 2022 Bonds, together with certain investment earnings thereon, will be sufficient to complete the acquisition, construction and equipping of the Series 2022 Project. In the event such proceeds are insufficient, the Authority is authorized, pursuant to the Lease, to complete the acquisition, construction and equipping of the Series 2022 Project from legally available funds, but only in connection with the issuance of Additional Bonds issued pursuant to the Indenture or from moneys otherwise legally available for that purpose. The Indenture provides that Additional Bonds may be issued for the purpose of completing the Series 2022 Project subject to satisfaction of certain conditions provided in the Indenture. There can be no assurance that such Additional Bonds will be permitted under then applicable law or that the City Council will agree to the issuance of Additional Bonds at that time. If issued, Additional Bonds will be secured under the Indenture on a parity with the Series 2022 Bonds. In the event that the Series 2022 Project is not completed prior to the expiration of capitalized interest and assuming that no Additional Bonds are issued to complete construction of the Series 2022 Project, the City may not be willing to appropriate Rentals and there will be no moneys to pay debt service on the Series 2022 Bonds. In such event, Bondholders and the Trustee may pursue remedies under the Indenture. See "APPENDIX B—EXTRACTS OF THE INDENTURE AND THE

MASTER LEASE—The Indenture–Acceleration, Limitation on Remedies," and –Other Remedies; Rights of Bondholders."

Depreciation and Lack of Residual Value

Certain components of the Series 2022 Project may become obsolete or may depreciate in value during the time that the Series 2022 Bonds are outstanding. Consequently, following an Event of Nonappropriation or an Event of Default under the Lease or the Indenture or termination of the Lease for any reason, revenues realized by the Trustee from a sale or reletting of the Series 2022 Project may be insufficient to redeem or pay all outstanding Series 2022 Bonds in full.

No Environmental Report

No environmental reports have been conducted on the properties upon which the Series 2022 Project will be located. Although the City reports that it is not aware of any environmental hazards with respect to those properties, no assurances can be given that such properties are clear of any environmental hazards. If environmental hazards are present on such properties it could affect the willingness of the City Council to appropriate Rentals with respect to the Series 2022 Project and could also affect the value of such properties and impact the ability of any owner in possession of such properties to relet or sell them.

Tax Status

Failure by the Authority or the City to comply with certain covenants in the Indenture, the Lease and the tax matters certificate executed by the City and the Authority at the time of issuance of the Series 2022 Bonds, on a continuous basis, so long as any of the Series 2022 Bonds are outstanding under the Indenture and thereafter as required by such covenants and applicable law, could result in interest on the Series 2022 Bonds becoming includible in federal gross income, retroactive to the date of their original issuance. See "TAX MATTERS" herein. The Indenture and the Series 2022 Bonds do not provide for the payment of any additional interest or penalty in the event that interest on the Series 2022 Bonds becomes includible in federal gross income.

Additional Parity Debt

The Indenture provides that the Authority may issue Additional Bonds and Refunding Bonds upon compliance with certain requirements. In the event the Authority were to issue Additional Bonds or Refunding Bonds, such issuance of Additional Bonds or Refunding Bonds could result in dilution of the collateral security pledged to secure the payment of the Series 2022 Bonds. The Authority currently does not have any plans to issue any Additional Bonds or Refunding Bonds.

No Reserve Fund Requirement for the Series 2022 Bonds

Pursuant to the Indenture, each Series of Bonds may be secured by a separate account in the Debt Service Reserve Fund. Upon the issuance of the Series 2022 Bonds, there will be no funding of an account in the Debt Service Reserve Fund with respect to the Series 2022 Bonds.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not been the subject of a successful materially adverse cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the information systems of the City are secure. However,

there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber liability.

Other Factors Regarding the Series 2022 Project

Potential Environmental Risks. The ownership of real property or the grant of mortgages, deeds of trust or other encumbrances on real property creates a potential for environmental liability on the part of the owner of such real property and the party secured by such mortgages, deeds of trust or other encumbrances. If hazardous substances are discovered at a Project Site or discovered to be emanating from a Project Site, the owner or operator of the property may be held strictly liable for all costs and liabilities relating to the disposing of or dealing with such hazardous substances. This liability could greatly exceed the value of such Project. In the event that the Trustee or a Bondowner obtains title to the Authority's interest in a Project Site, becomes involved in the operation of the property or attempts to realize on its security, a court may hold the Trustee or the Bondowner liable for such costs and expenses, even if the Trustee or the Bondowner had no knowledge of the existence of such hazardous substances. The existence of environmental risks could prevent the Trustee from exercising certain of its remedies or rights under the Lease and the Indenture upon the occurrence of an Event of Default thereunder.

The Series 2022 Project is located on land owned by the City and leased to the Authority pursuant to the Ground Lease. See "THE SERIES 2022 PROJECT" herein.

Natural Disasters and Climate Change

The City can give no assurance regarding the effect of wildfires, seismic activity in the State, wind storms, mudslides or other natural disasters or that proceeds of insurance carried by the City would be sufficient, if available, to rebuild and reopen the Series 2022 Project or that surrounding facilities and infrastructure could or would be rebuilt and reopened in a timely manner following a major natural disaster.

Climate change may intensify and increase the frequency of extreme weather events, such as drought, wildfires, floods and heat waves. The loss of life and property damage that could result from such extreme weather events or a major natural disaster could have a material and adverse impact on the City and the local community and economy.

LEGAL MATTERS

General

The authorization and issuance of the Series 2022 Bonds is subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the Authority. Certain matters will be passed upon for the Authority by Gilmore & Bell, P.C., as disclosure counsel to the Authority. Certain legal matters will be passed upon for the Authority and the City by Ryan Wood, Esq., City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Quarles & Brady LLP, Milwaukee, Wisconsin. The approving opinion of Bond Counsel will be delivered with the Series 2022 Bonds. A copy of the form of the opinion of Bond Counsel is set forth in APPENDIX E of this Official Statement.

Litigation

A non-litigation certificate issued by the City Attorney, dated the date of closing, will be provided stating, among other things, that to the best of his knowledge, after due inquiry, no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, has been served on the Authority or the City or is threatened, challenging the creation, organization, or existence of the Authority or the City or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2022 Bonds or for the purpose of restraining or enjoining the levy and collection of taxes or assessments by City, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2022 Bonds are issued or the validity of the Series 2022 Bonds or the issuance thereof.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2022 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2022 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2022 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2022 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law currently existing as of the issue date of the Series 2022 Bonds:

Federal Tax Exemption. The interest on the Series 2022 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Series 2022 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2022 Bonds, subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Series 2022 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2022 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds.

State of Utah Tax Exemption. The interest on the Series 2022 Bonds is exempt from State of Utah individual income taxes.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2022 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

[*Original Issue Discount*. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2022 Bond over its issue price. The stated redemption price at maturity of a Series 2022 Bond is the sum of all payments on the Series 2022 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2022 Bond is generally the first price at which a substantial amount of the Series 2022 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2022 Bond during any accrual period generally equals (1) the issue price of that Series 2022 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2022 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2022 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series

2022 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[*Original Issue Premium*. For federal income tax purposes, premium is the excess of the issue price of a Series 2022 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2022 Bond is the sum of all payments on the Series 2022 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2022 Bond is generally the first price at which a substantial amount of the Series 2022 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2022 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2022 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2022 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Series 2022 Bond, an owner of the Series 2022 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Series 2022 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2022 Bond. To the extent a Series 2022 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2022 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2022 Bonds, and to the proceeds paid on the sale of the Series 2022 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2022 Bonds should be aware that ownership of the Series 2022 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2022 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2022 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2022 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that for tax years beginning after December 31, 2022, the interest on the Series 2022 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

MUNICIPAL ADVISOR

The City has entered into an agreement with Lewis Young Robertson & Burningham, Inc., Salt Lake City, Utah (the "Municipal Advisor"), whereunder the Municipal Advisor provides financial recommendations and guidance to the City with respect to timing of sale, market conditions, costs of issuance and other factors relating to the sale of the Series 2022 Bonds. The Municipal Advisor has read and participated in the drafting of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is made by the

Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2022 Bonds.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated, as underwriter of the Series 2022 Bonds (the "Underwriter"), has agreed, subject to certain conditions, to purchase all of the Series 2022 Bonds from the Authority at an aggregate price of $_____ (representing the aggregate principal amount of the Series 2022 Bonds, plus a [net] reoffering premium of $_____ and less an Underwriter's discount of $_____). The Underwriter has advised the City that the Series 2022 Bonds may be offered and sold to certain dealers at prices lower than the initial public offering prices set forth on the cover of this Official Statement and that such public offering prices may be changed from time to time.

The Underwriter and its respective affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriter and its respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriter and its respective affiliates may engage in transactions for its own accounts involving the securities and instruments made the subject of this securities offering or other offering of the Authority. The Underwriter and its respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriter and its respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the Authority.

Although the Underwriter expects to maintain a secondary market in the Series 2022 Bonds after the initial offering, no guarantee can be given concerning the future existence of such a secondary market or its maintenance by the Underwriter or others.

BOND RATINGS

S&P Global Ratings ("S&P") has assigned a rating of "_____" to the Series 2022 Bonds. Any explanation of the significance of this rating should be obtained from the rating agency furnishing the same. There is no assurance that the ratings given to outstanding obligations will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the Series 2022 Bonds.

Such rating is not to be construed as a recommendation of the rating agency to buy, sell or hold the Series 2022 Bonds, and the rating assigned by any rating agency should be evaluated independently. Except as may be required by the undertaking described under the heading "CONTINUING DISCLOSURE," neither the City nor the Underwriter will undertake responsibility to bring to the attention of the owners of the Series 2022 Bonds any proposed changes in or withdrawal of such rating or to oppose any such revision or withdrawal.

CONTINUING DISCLOSURE

The City has undertaken for the benefit of the Bondholders and the beneficial owners of the Series 2022 Bonds to provide certain annual financial information and operating data to the Municipal Securities Rulemaking Board ("MSRB"), and the City has undertaken for the benefit of the Bondholders and beneficial owners of the Series 2022 Bonds to provide notice of certain material events to the MSRB all in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. See APPENDIX D attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Undertaking that will be executed and delivered by the City.

[In the past five years, the City has been subject to certain continuing disclosure undertakings (the "City's Prior Continuing Disclosure Undertakings"). Pursuant to the City's Prior Continuing Disclosure Undertakings, the

City agreed to file its audited financial reports and certain operating data (the "Annual Reports") and to provide notice of certain enumerated events and notice of the occurrence of certain other enumerated events, if material (the "Event Notices"). During the past five years, the City has filed its Annual Reports in accordance with the City's Prior Continuing Disclosure Undertakings. Additionally, during the past five years, the City has filed Event Notices relating to the incurrence of financial obligations. The City is not aware of the occurrence of any other events that would give rise to an Event Notice pursuant to the City's Prior Continuing Disclosure Undertakings. Based upon the foregoing, the City believes that it is currently in compliance in all material respects with the City's Prior Continuing Disclosure Undertakings.]

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2022 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. See "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING—Default." A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2022 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2022 Bonds and their market price.

MISCELLANEOUS

Independent Accountants

The basic financial statements of the City as of June 30, 2021, and for the year then ended, contained in APPENDIX A to this Official Statement, have been audited by Osborne, Robbins, & Buhler, P.L.L.C., Salt Lake City, Utah ("Osborne Robbins & Buhler"), independent auditors, as set forth in their report included in "APPENDIX A" hereto. Osborne Robbins & Buhler has not been asked to consent to the use of its name, audited financial statements and report in this Official Statement.

Copies of the City's comprehensive annual financial report may be obtained upon request from the City's Finance Division, 153 North 100 East, Lehi, Utah 84043.

Additional Information

All quotations from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State of Utah, court decisions, and the Indenture, which are contained herein, do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

This Preliminary Official Statement is in a form "deemed final" by the Authority and the City for purposes for Rule 15c2-12 of the Securities and Exchange Commission.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

The appendices attached hereto are an integral part of this Official Statement, and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by the Authority and the City.

LOCAL BUILDING AUTHORITY OF LEHI CITY, UTAH

LEHI CITY, UTAH

APPENDIX A

ANNUAL COMPREHENSIVE FINANCIAL REPORT OF LEHI CITY
FOR FISCAL YEAR ENDED JUNE 30, 2021

APPENDIX B

EXTRACTS OF THE INDENTURE AND THE MASTER LEASE

The following extracts briefly outline certain provisions contained in the Indenture, the Master Lease and the Security Documents and are not to be considered as a full statement of the Indenture, the Master Lease and the Security Documents. Reference is made to the Indenture, the Master Lease and the Security Documents for full details of all of the terms of such documents, of the Series 2022 Bonds, the security provisions appertaining of the Indenture, the application of the Base Rentals and the definition of any terms used but not defined in this Official Statement.

THE INDENTURE

Definitions

"Additional Bonds" means all Bonds (other than the Initial Bonds) issued under the Indenture.

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

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

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

"Bond Fund" means the Local Building Authority of Lehi City, Utah, Bond Fund established under the Indenture.

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

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

"Bonds" means (i) the Initial Bonds, (ii) any Refunding Bonds issued pursuant to the Indenture and (iii) any Additional Bonds issued pursuant to the Indenture.

"Chair/President" means the Chair/President (including any acting Chair/President) of the Authority.

"City Representative" means the Mayor, Finance Director, and City Recorder of the City and any other person at any time designated to act on behalf of the City for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the City 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.

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

"Construction Fund" means the Local Building Authority of Lehi City, Utah, Construction Fund established under the Indenture.

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

"Cross-over Refunded Bonds" means Bonds or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

"Debt Service Reserve Fund" means the Local Building Authority of Lehi City, Utah, Debt Service Reserve Fund established under the Indenture for the purpose of securing payment of Bonds issued under the Indenture.

"Debt Service Reserve Requirement" means with respect to each Series of Bonds issued pursuant to the Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (i) 10% of the proceeds of such Series of Bonds determined on the basis of original principal amount (unless original issue premium or original issue discount exceeds 2% of original principal, then determined on the basis of initial purchase price to the public), (ii) the maximum annual debt service during any year for such Series of Bonds and (iii) 125% of the average annual debt service for such Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any Series issued pursuant to the Indenture (the "Prior Bonds"), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two Series pro rata based upon the total principal amount remaining Outstanding for each Series. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

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

"Direct Payments" means the interest subsidy payments received by the Authority from the Internal Revenue Service pursuant to Section 6431 and 1400U-2 of the Code or other similar programs (with respect to Bonds issued hereunder).

"Event of Default" means any occurrence or event specified in and defined by the Indenture.

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

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

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

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

"Investment Obligations" means any of the following securities:

(i) Direct Obligations;

(ii) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration: General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(iii) Money market funds rated at the time of purchase "AAAm" or "AAAm-G" or better by S&P, including money market funds from which the Trustee or its affiliates receive fees for investment, advisory or other services to the fund;

(iv) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by S&P, and which matures not more than 270 days after the date of purchase;

(v) Bonds, notes or other evidences of indebtedness rated at the time of purchase "AAA" by S&P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(vi) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

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

(viii) Any investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended.

"Master Lease" means the Master Lease Agreement dated as of December 1, 2022, by and between the Authority, as lessor and the City, as lessee and any amendments and supplements thereto entered into in accordance with the Indenture.

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

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

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

(b) Bonds in lieu of which others have been authenticated under the Indenture; and

(c) Bonds deemed paid under the General Indenture.

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

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

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

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

"Rebate Fund" means Local Building Authority of Lehi City, Utah, Rebate Fund established by the Indenture.

"Recovery Zone Bonds" means interest subsidy bonds issuable by the Authority under Sections 1400U-2 and 6431 of the Code and a "qualified bond" under Section 1400U-2(a) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

"Refunding Bonds" means all Bonds (other than the Initial Bonds) issued pursuant to the Indenture.

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

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

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

"Reserve Instrument" means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

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

"Reserve Instrument Costs" means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement.

"Reserve Instrument Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

"Reserve Instrument Fund" means the Local Building Authority of Lehi City, Utah Reserve Instrument Fund created in the General Indenture to be held by the Trustee and administered pursuant to the General Indenture.

"Reserve Instrument Limit" means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into an account in the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the reduction of the Debt Service Reserve Requirement.

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

"Reserve Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Authority under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

"S&P" means S&P Global Ratings, its successors and assigns, and, if such entity shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority.

"Secretary-Treasurer" means the Secretary-Treasurer (including any deputy or acting Secretary-Treasurer) of the Authority.

"Security Documents" means, collectively, the Deeds of Trust and the security documents described in each Supplemental Indenture.

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

"Security Instrument Agreement" means any agreement entered into by the Authority and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

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

"Security Instrument Issuer" means any bank or other financial institution, insurance company, Surety Company or other institution issuing a Security Instrument.

"Security Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Authority under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

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

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

"Sinking Fund Account" means Local Building Authority of Lehi City, Utah, Sinking Fund Account of the Bond Fund established by the Indenture.

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

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

"State" means the State of Utah.

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

"Tax Credit Bonds" means the interest subsidy bonds issuable by the Authority under Sections 54AA and 6431 of the Code and a "qualified bond" under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

"Tax-Exempt Bonds" means Bonds the interest on which is intended to be excludable from gross income for federal income tax purposes.

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

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

"Trustee" means U.S. Bank Trust Company, National Association, a national banking association and its successors and any association resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

Indenture to Constitute Contract

In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued under the Indenture by the Registered Owners thereof, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers and all Security Instruments by Security Instrument Issuers pursuant thereto, the Indenture shall be deemed to be and shall constitute a contract between the Authority and the Owners from time to time of the Bonds; the Security Instrument Issuers and the Reserve Instrument Providers and the pledge made in the Indenture and the covenants and agreements set forth therein to be performed by or on behalf of the Authority shall be for FIRST, the equal benefit, protection and security of the Owners of any and all of the Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by the Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Limited Obligation

The Bonds shall not be general obligations but shall be special, limited obligations of the Authority payable solely out of and to the extent available from the Base Rentals, and, if paid by the City, the Purchase Option Price under the Master Lease and other amounts derived from the leasing of the Projects (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to moneys held in funds or accounts by the Trustee, to Net Proceeds from insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Projects and from Direct Payments) and shall be a valid claim of the respective Bondholders thereof only against the Bond Fund, the Debt Service Reserve Fund and other moneys held by the Trustee and the Base Rentals, and other amounts derived from the leasing of the Projects under the Master Lease, which Base Rentals and other amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds (including any make whole interest payments or redemption premiums on any Bonds), except as may be otherwise expressly authorized in the Indenture or in the Master Lease. The Authority shall not be obligated to pay the principal of such Bonds or the interest thereon

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

Subordination of Master Lease to Indenture

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

Nonpresentation of Bonds

Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under the Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Authority the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Authority, and the Registered Owner thereof shall be entitled to look only to the Authority for payment, and then only to the extent of the amount so repaid, and the Authority shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of the Indenture with respect to the nonpresentation of bonds are subject to the provisions of Title 67, Chapter 4a, Utah Code Annotated 1953, as amended.

General Covenants

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

Further Assurances. The Authority will, at the City's expense, do, execute, acknowledge and deliver all and every act, deed, conveyance, transfer and assurance necessary or proper for the perfection of the lien and security interest being provided in the Indenture for in the Trust Estate, whether now owned or held or hereafter acquired, including, but not limited to, such financing statements and continuation statements as shall be necessary under applicable law to perfect and maintain the security interest being provided in the Indenture for in the Trust Estate.

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

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

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

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

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

Use of Bond Fund

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

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

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

Use of Sinking Fund

(a) As required by Supplemental Indenture, the Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Authority, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant to the Indenture, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account). Sinking Fund Installments may also be collected in the Sinking Fund Account without redemption of Bonds prior to maturity.

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

Use of Debt Service Reserve Fund

(a) Except as otherwise provided in the Indenture, moneys in accounts within the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the Debt Service Reserve Requirement. In calculating the amount on deposit in each account of the Debt Service Reserve Fund, the amount available under the Reserve Instrument Coverage will be treated as an amount on deposit therein. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify that the amount, if any, of the Debt Service Reserve Requirement applicable to such Series which shall be deposited immediately upon the issuance and delivery of such Series either from (a) proceeds from the sale thereof or from any other legally available source or may be built up over time as provided by the Supplemental Indenture, or (b) by a Reserve Instrument, or (c) any combination thereof. Funds on deposit in accounts within the Debt Service Reserve Fund shall be used only to make up any deficiencies in accounts within the Bond Fund with respect to the related Series of Bonds.

(b) If on any Interest Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, premium, if any, and principal then becoming due on the Bonds of a Series for which an account of the Debt Service Reserve Fund has been established, the Trustee shall transfer, on or before such date, moneys from the applicable accounts within the Debt Service Reserve Fund to the Bond Fund to the extent necessary so that the amount of money so transferred plus all moneys then held in the Bond Fund for such Series of Bonds shall be sufficient to pay all interest, premium, if any, and principal payments then becoming due and payable on such date;

(c) In the event funds on deposit in the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in an account of the Debt Service Reserve Fund to make up such deficiency and a Reserve Instrument applicable to such Series of Bonds is in effect, the Trustee shall immediately make a demand for payment on such Reserve Instrument, to the maximum extent authorized by such Reserve Instrument, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Authority shall be obligated to reinstate the Reserve Instrument from Base Rentals received from the City under the Master Lease, including any interest owing on any draws on the Reserve Instrument.

(d) No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds is Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required.

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

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

(g) Any moneys (other than any amount drawn under any Reserve Instrument) remaining in the related account of the Debt Service Reserve Fund with respect to a Series of Bonds on the final maturity of said Series of Bonds (whether at stated maturity or upon prior redemption) shall be transferred on such date into the Bond Fund.

(h) If, following the payment of principal and interest due on a Series of Bonds on each Interest Payment Date, the moneys (other than any amount drawn under any Reserve Instrument) held in the related account of the Debt Service Reserve Fund exceed the related Debt Service Reserve Requirement, all moneys in excess of said sum 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.

(i) Moneys at any time on deposit in an account of the Debt Service Reserve Fund shall be used to make up deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to the Series of Bonds for which such Reserve Instrument was obtained.

Use of Construction Fund; Disbursements

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

Use of Rebate Fund and Arbitrage Rebate

(a) When directed in writing to do so by the Authority, the Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund and an account therein for each such Series, which shall be held separate and apart from all other funds and accounts established under the Indenture and from all other moneys of the Trustee.

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

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

Moneys to be Held in Trust

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

Investment of Funds

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

Method of Valuation and Frequency of Valuation

In computing the amount in any Fund or account, Investment Obligations shall be valued at the fair market value of such Obligations, exclusive of accrued interest. All funds and accounts are to be valued on the basis of a market valuation conducted annually by the Trustee.

Additional Parity Bonds

Refunding Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Refunding Bonds may be issued, authenticated and delivered for the purpose of refunding Bonds or other obligations of the Authority (with accompanying security documentation and pledge of refinanced property). The Refunding Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Refunding Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon satisfaction of the conditions specified in the Indenture and there being filed with the Trustee:

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

(b) If any of the Bonds being refunded were Tax-Exempt Bonds or were designated as Tax Credit Bonds qualifying for Direct Payments, a written opinion of nationally recognized bond counsel, to the effect that the exclusion from gross income of the interest on the Tax-Exempt Bonds being refunded or the status of the Bonds as Tax Credit Bonds qualifying for Direct Payments, for federal income tax purposes, will not be adversely affected by the issuance of the Refunding Bonds being issued;

(c) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Bonds being refunded or commitment therefor (or if the bonds or other obligations being refunded were not issued pursuant to the Indenture, an ALTA Mortgagee title insurance policy or commitment therefor), which endorsement or policy shall insure to the date of issuance of such Refunding Bonds and the recording of any supplement or amendment to the Security Documents the continuing validity of the lien thereof, as modified by any supplement or amendment to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or policy shall increase the amount of title insurance coverage thereunder, if necessary, to an amount, which when added to the coverage provided under any other title policies delivered with respect to other Bonds then Outstanding and issued with respect to the Project financed by the Bonds or other obligations to be refunded, is at least equal to the aggregate principal amount of all Bonds to be Outstanding with respect to such Project following said refunding and naming the Trustee as an insured; alternatively, the Authority may reasonably expect to be able to deliver the required mortgage title insurance following delivery of the related Series of Bonds, provided that no proceeds of such Bonds shall be drawn out of the Construction Fund until such mortgage title insurance is delivered (except for costs of issuance related to such Bonds);

(d) (i) A report of an independent firm of certified public accountants to the effect that, upon the issuance of the Refunding Bonds, moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient to cause the Bonds (or other obligations) being refunded to be deemed paid under the Indenture (or a comparable provision of the documents authorizing the obligations to be refunded even if not deemed paid for Cross-over Refunding Bonds); or (ii) in the event that the Bonds (or other obligations)

to be refunded are to be redeemed on the date of issuance of the Refunding Bonds or within ninety (90) days thereafter, there shall be delivered to the Trustee evidence satisfactory to it that upon the issuance of the Refunding Bonds moneys and Direct Obligations will be deposited with the Trustee or an escrow agent sufficient, without taking into account investment earnings thereon, to redeem the Bonds (or other obligations); and

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

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

Additional Bonds. So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds may be issued, authenticated and delivered for the purpose of financing Costs of Acquisition and Construction of a Project or Projects. The Additional Bonds may be issued in one or more Series, shall be authenticated by the Trustee and, upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon satisfaction of the conditions specified in the Indenture and there being filed with the Trustee:

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

(b) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Initial Bonds (or other Bonds) or commitment therefor or an additional ALTA mortgagee title insurance policy or commitment therefor, which endorsement or policy shall insure to the date of issuance of such Additional Bonds and the recording of any additional Security Documents or supplement to the Security Documents, if required, the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement or additional policy shall increase the amount of title insurance coverage thereunder to an amount at least equal to the aggregate principal amount of the Additional Bonds to be issued (or in the case of Additional Bonds issued to complete or extend a Project previously financed under the Indenture the endorsement to the original policy for such Project shall increase the coverage to at least the aggregate principal amount of Bonds issued for such Project to be Outstanding following the issuance of such Additional Bonds) and naming the Trustee as an insured. In the event that the property upon which additional projects are to be located has not been acquired at or prior to the time of issuance of the Additional Bonds, the amendment to Master Lease relating to such Additional Bonds shall require that such endorsement or additional title policy with respect to such property be delivered at the time of or prior to any disbursements being made from the Construction Fund with respect to such portion of the Project (except for costs of issuance related to such Bonds);

(c) 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 contract or, in the alternative, a requirement that a copy of such documents be delivered to the Trustee prior to the time that moneys are withdrawn from the Construction Fund with respect to such portions of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the Project or Projects, as so improved and extended, in compliance with Section 17D-2-301 of the Act; and

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

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

Discharge of Lien

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

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

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

the benefit of the Trustee and that said Bonds are deemed to have been paid in accordance with the general covenants of the Indenture, and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds and to call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity; or (b) the maturity of such Bonds.

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

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

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

Events of Default

Any of the following events constitute an "Event of Default" under the Indenture:

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

(b) Failure to pay when due the principal of, or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof (other than as specified in a conditional notice of redemption);

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

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

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

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

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

(h) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against the Authority under the provisions of any bankruptcy act and such order, judgment or

decree shall not be vacated or set aside or stayed within sixty days from the date of entry of such order, judgment or decree;

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

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

Acceleration, Limitation on Remedies

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

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

Notwithstanding anything to the contrary contained in the Indenture, no deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents against the Projects may be entered against the City or the Authority, and no breach of any provision of the Master Lease, the Security Documents or the Indenture shall impose any general obligation or liability upon or a charge against the City or the Authority or upon the general credit or taxing powers of the City. Additionally, no judgment requiring a payment of money may be entered against the City by reason of an Event of Default or an Event of Nonappropriation under the Master Lease; provided to the extent permitted by law that the Trustee may, subject to compliance with the applicable provisions of the "one action rule" set forth in Title 78B, Chapter 6, Utah Code Annotated 1953, as amended, recover from the City: (a) the portion of Base Rentals and Additional Rentals (including amounts owed to any Security Instrument Issuer and any Reserve Instrument Provider) which are or would otherwise have been payable under the Master Lease during any period in which the City continues to use, occupy and operate a Project or Projects or any portion thereof; and (b) Base Rentals and Additional Rentals which are or would otherwise have been payable by the City under the Master Lease during the remainder, after the City vacates the applicable Project or Projects, of the then-current annual term of the Master Lease in which such Event of Default occurs for which term the City had lawfully appropriated moneys for purposes of paying such Base Rentals and Additional Rentals; provided, however, that the Authority shall be obligated to the City to use its best efforts to lease or sublease the Project or Projects for the remainder of such annual term, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the City under this clause (b).

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

Surrender of Possession of Projects; Rights and Duties of Trustee in Possession

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

While in possession of such property the Trustee shall render annually to the Authority and the City and, at the request and at the expense of any Bondholder, at its address set forth in the registration book required by the Indenture, a summarized statement of income and expenditures in connection therewith.

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

Other Remedies; Rights of Bondholders

Except as otherwise limited by the provisions of the Indenture and subject to the rights of any Security Instrument Issuer, upon the occurrence of an Event of Default under the Indenture, the Trustee may, upon being satisfactorily indemnified, pursue any available remedy that it deems to be in the best interest of the Bondholders by suit at law or in equity to enforce the payment of the principal of and premium, if any, and interest on the Bonds then Outstanding.

Subject to the right of Bondholders to direct proceedings as specified in the Indenture, if an Event of Default shall have occurred under the Indenture, and if requested so to do by the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by the Indenture, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

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

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

which the Trustee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee, and the Trustee may pursue inconsistent remedies.

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

Notwithstanding anything contained in the Indenture or in the Security Documents to the contrary, upon the occurrence and continuance of an Event of Default, before taking any foreclosure action or any action which may subject the Trustee to liability under any Environmental Law, the Trustee may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such foreclosure or other action. The term "Environmental Law" shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. The term "Hazardous Substances" shall mean any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or other similar term, and now or hereafter regulated under any Environmental Law, including without limitation, asbestos, petroleum and hydrocarbon products. The Trustee shall not be required to take any foreclosure action if the approval of a government regulator shall be a condition precedent to taking such action.

Right of Bondholders to Direct Proceedings

The Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings under the Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture and such bondholders have provided the Trustee indemnification as it is provided in the Indenture. Unless indemnified therefor, the Trustee shall have the right to decline to follow any direction of Bondowners that in the sole discretion of the Trustee would be unjustly prejudicial to the Trustee or to Bondowners not parties to such direction, that would expose the Trustee to unreasonable liability or financial exposure or that is not in accordance with law or the provisions of the Indenture, shall be entitled to rely without further investigation or inquiry upon any direction given by the Owners of a majority in aggregate principal amount of the Bonds Outstanding, and shall not be responsible for the propriety of or liable for the consequences of following any such direction. Notwithstanding anything to the contrary contained in the Indenture, unless indemnified therefor, the Trustee shall not be required to foreclose the lien of the Security Documents or bid on behalf of Bondowners at any foreclosure sale (a) if, in the Trustee's sole discretion, such action would subject the Trustee to personal liability for the cost of investigation, removal and/or other remedial activity with respect to Hazardous Substances or (b) if the presence of Hazardous Substances on the property subject to the lien of the Security Documents results in such property having no or nominal value. It is acknowledged and agreed that the Trustee has no authority to manage, own or operate the Project, or any portion thereof, except as necessary to exercise remedies upon default.

Appointment of Receivers

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

Waiver

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

Application of Moneys

All moneys received by the Trustee pursuant to any right given or action taken under the provisions relating to default shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, including any Trustee fees and the fees and expenses of its counsel, be deposited in the Bond Fund and all moneys in the Bond Fund (except as otherwise provided herein or in a Supplemental Indenture) shall be applied as follows:

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

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

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

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

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

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of the Indenture then, subject to the provisions of paragraph (b) above in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of (a) above.

(d) Following the payment of amounts due with respect to the Bonds, remaining amounts shall be applied to the payment of all obligations then due and payable to any Security Instrument Issuer or Reserve Instrument Provider in connection with any Security Instrument or applicable Reserve Instrument, respectively.

Whenever moneys are to be applied pursuant to the provisions of this section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by the Trustee, and the Trustee shall have no liability whatsoever to the Authority, to any Bondholder, or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the Trustee. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Bondholder of any Bond until such Bond shall be presented to Trustee for appropriate endorsement or for cancellation if fully paid (unless otherwise specified by Supplemental Indenture).

Whenever the principal of and premium, if any, and interest on all Bonds and all Reserve Instrument Repayment Obligations have been paid under the provisions of this section and all fees, expenses and charges of the Trustee and its counsel have been paid, any balance remaining in the Bond Fund shall be paid to the City as provided in the Indenture as overpayment of Base Rentals.

Rights and Remedies of Bondholders

No Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust under the Indenture or for the appointment of a receiver or any other remedy thereunder, unless a default has occurred of which the Trustee has been notified as provided in the Indenture, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default under the Indenture and the Bondholders of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity as provided in the Indenture, nor unless the Trustee shall thereafter fail or refuse to exercise the powers granted in the Indenture, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to enforce any right thereunder except in the manner therein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner as provided in the Indenture and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and premium, if any, and interest on any Bond at and after the maturity thereof or the redemption date established therefor, or the obligation of the Authority to pay the Bonds issued thereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in the Bonds expressed.

Waivers of Event of Default

The Trustee may, with the consent of all Security Instrument Issuers and upon the written direction of Security Instruments Issuers insuring or, if some Bonds are uninsured, any combination of Bondholders and Security Instrument Issuers are representing a majority of the Bonds then Outstanding , waive any Event of Default under the Indenture and its consequences and rescind any declaration of maturity of the principal of the Bonds; provided, however, that there shall not be waived (1) any Event of Default under the Indenture in the payment of the principal of any Outstanding Bonds at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interests (including interest on overdue installments of interest) or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective Bond or Bonds which are past due, and all fees and expenses of the Trustee and its counsel, in connection with such Event of Default shall have been paid or provided for, and in

cases of any such waiver or rescission, or in case any proceeding taken by Trustee, the Security Instrument Issuers on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Notice of Events of Default; Opportunity of the Authority and the City to Cure Such Events of Default

Notwithstanding any provision in the Indenture to the contrary, failure to perform or observe any of the covenants, agreements or conditions on the part of the Authority under the Indenture or in the Bonds shall not constitute an Event of Default under the Indenture until actual notice of such default by registered or certified mail shall be given to the Authority and the City by the Trustee or by the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, and the Authority and the City shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, that, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under the Indenture if corrective action is instituted by the Authority and the City within the applicable period and diligently pursued, to the satisfaction of the Trustee until the default is corrected (provided that no such grace period shall exceed 90 days unless the Security Instrument Issuers shall have consented thereto).

Limitation on Remedies and Acceleration During Acquisition and Construction of Portions of Projects

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

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

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

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

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

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

Supplemental Indentures Not Requiring Consent of Bondholders

The Authority and the Trustee may (subject to the rights of any Security Instrument Issuer under any Supplemental Indenture), without consent of, or notice to, any of the Bondholders enter into an indenture or indentures

supplemental to the Indenture which shall not be inconsistent with the general terms and provisions thereof for any one or more of the following purposes:

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

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

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

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

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

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

(g) To make any other change which, in the judgment of the Trustee, is not materially adverse to the Trustee or, as evidenced by an opinion of counsel delivered to the Trustee, the holders of the Bonds.

Supplemental Indentures Requiring Consent of Bondholders

Exclusive of supplemental indentures covered by the Indenture and subject to the terms and provisions contained in the Indenture, and not otherwise, the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such Supplemental Indentures hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in the Indenture contained shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, or the interest on, any Bond issued under the Indenture, or (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indentures, or (v) permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture and the Security Documents on the Trust Estate or any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) deprive the Bondholder of any Bond then Outstanding of the lien created by the Indenture on any material portion of the Trust Estate, without the prior consent of the Bondholders of 100% of the Bonds affected by such action. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which adversely affects the Trustee's rights, deeds or immunities under the Indenture or the Master Lease.

If the Bondholders of not less than 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as provided in the Indenture, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as permitted and provided in the Indenture, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

Anything therein to the contrary notwithstanding, so long as no Event of Default or Event of Nonappropriation with respect to the Projects shall have occurred and be continuing under the Master Lease, a

Supplemental Indenture shall not become effective unless and until the City shall have consented to the execution and delivery of such Supplemental Indenture. In this regard and except with respect to Supplemental Indentures for which the City has otherwise been notified, the Trustee shall cause notice of the proposed execution of any such Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed by certified or registered mail to the City at least fifteen days prior to the proposed date of execution and delivery of any such Supplemental Indenture. The City shall be deemed to have consented to the execution and delivery of any such Supplemental Indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the City on or before the fifteenth day after the mailing of said notice.

Amendments of the Master Lease

Amendments, etc., to the Master Lease Not Requiring Consent of the Bondholders. The Authority and the Trustee shall without the consent of or notice to the Bondholders (subject to the rights of any Security Instrument Issuer under any Supplemental Indenture) consent to any amendment, change or modification of the Master Lease as may be required (i) by the provisions of the Indenture and the Master Lease (including those provisions applicable to the issuance of the Initial Bonds, Refunding Bonds and Additional Bonds), (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) so as to more precisely identify the Projects, or the Project sites or substitute or add additional improvements or equipment to the Projects or additional rights or interests in property acquired in accordance with the provisions of the Master Lease, (iv) in connection with any amendment to the Indenture pursuant to the provisions of the Indenture governing amendments to the Supplemental Indenture not requiring consent of the Bondholders, or (v) in connection with any other change therein which, in the judgment of the Trustee is not materially adverse to the Trustee or, as evidenced by an opinion of counsel delivered to the Trustee, the holders of the Bonds.

Amendments, etc., to the Master Lease Requiring Consent of the Bondholders. Except for the amendments, changes or modifications as provided in the preceding paragraph, neither the Authority nor the Trustee shall consent to any other amendment, change or modification of the Master Lease without mailing of notice and receipt of the written approval or consent of the Holders of not less than 66 2/3% in aggregate principal amount of the Bonds at the time outstanding as provided in the Indenture and the consent of any Security Instrument Issuer as provided in any Supplemental Indenture. If at any time the Authority and the City shall request the consent of the Trustee to any such proposed amendment, change or modification of the Master Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by the provisions of the Indenture with respect to Supplemental Indentures requiring consent of the Bondholders. 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 designated office of Trustee for inspection by all Holders of the Bonds. No such amendment, change or modification of the Master Lease shall reduce the aggregate principal amount of the Bonds the Bondholders of which are required to consent to any amendment, change or modification of such Master Lease, or materially reduce or postpone payments required to be made under the Master Lease without the consent of all of the Holders of the Bonds Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Trustee and the Authority.

THE MASTER LEASE

Definitions

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

"Additional Rentals" means the cost of all taxes, insurance premiums and expenses payable by, and fees and expenses of, the Trustee and its counsel with respect to the Bonds and other charges and costs which the City assumes or agrees to pay exclusively from City Funds under the 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 therein, including all Security Instrument Repayment Obligations, Security Instrument Costs, Reserve Instrument Repayment Obligations and Reserve Instrument Costs.

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

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

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

"Base Rentals" means the payments payable by the City exclusively from City Funds pursuant to the Master Lease during the Lease Term thereof, which constitute the payments payable by the City for and in consideration of the right of use of the Projects during such Lease Term and the purchase option granted in the Master Lease.

"Building Authority Act" means the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended.

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

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

"City Funds" means all revenues and receipts derived by the City from the operation of the Projects, including, without limitation, funds of the City legally available therefor, all to the extent the same are budgeted and appropriated by the governing body of the City for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price hereunder during the Lease Term in which the Master Lease may be in effect.

"City Representative" means the Mayor, City Administrator, Finance Director and City Recorder of the City and any other person at any time designated to act on behalf of the City for purposes of performing any act with respect to a Project by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person and signed on behalf of the City 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.

"Completion Date" means the date of completion of acquisition and/or construction of a Project, within the meaning of Section 17D-2-401(2) of the Building Authority Act, and of final acceptance by the City of such Project.

"Construction Contract" means any contract or agreement relating to the acquisition, development or construction of a Project or portion thereof.

"Contractor" means that party to a Construction Contract or Design Contract providing services related to a Project or portion thereof.

"Costs of Acquisition and Construction" means:

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

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

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

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

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

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

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

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

"Design Contract" means any contract or agreement relating to the architecture, design, engineering or planning of a Project or portion thereof.

"Event of Default" means one or more events of default as defined in the Master Lease.

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

"Fiscal Year" means the twelve-month period used from time to time by the City for its financial accounting purposes (currently July 1 to June 30).

"Force Majeure" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies and terrorists; 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.

"Ground Lease" means the Ground Lease Agreement dated as of [December 1, 2022], by and between the City and the Authority.

"Ground Lease Term" means the duration of the leasehold estate created in the Project Site as provided in Article IV of the Ground Lease.

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

"Lease Term" means the duration of the leasehold estate created in the Projects as provided in Article IV of the Master Lease.

"Local Government Bonding Act" means the Local Government Bonding Act, Title 11, Chapter 14 Utah Code Annotated 1953, as amended.

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

"Nonprofit Corporation Act" means the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended.

"Original Term" means the initial portion of the Lease Term which terminates on June 30, 20[___].

"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 the Master Lease, permit to remain unpaid; (ii) the Master Lease, including any security interests granted therein; (iii) utility access and other easements and rights of way, restrictions and exceptions which the City Representative and the Authority Representative certify in writing to the Trustee will not interfere with the operation of the Projects or impair the marketability of title to the Projects or the general security provided for the Bondholders of the Bonds; (iv) the Indenture, the Security Documents and related financing statements; (v) the ownership interests of the City in any real or personal property which is the subject of any lease between the City, as lessor and the Authority, as lessee that is entered into in furtherance of any Project; (vi) any mechanic's, laborer's, materialmen's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question; and (vii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Projects and as do not materially impair the operation or marketability of title to the Projects and (viii) any items contained in a Title Insurance Policy delivered in accordance with the General Indenture.

"Project or Projects" has the meaning ascribed to that term in the Indenture and includes the 2022 Project.

"Project Site" means the real property where the Project is to be constructed, as more fully described in the Master Lease.

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

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

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

"Rentals" means all Base Rentals and Additional Rentals payable during the Lease Term under the Master Lease.

Representations, Covenants and Warranties of the Authority

The Authority will cause the Project to be acquired and constructed (subject to Permitted Encumbrances) and will complete or cause to be completed the acquisition and construction of the Project in accordance with the plans and specifications therefor. The Authority will lease the Project to the City as provided in the Master Lease. It is understood by the parties to the Master Lease that the Authority shall have all rights, title and interest in the Project, subject to Permitted Encumbrances.

The Authority will not pledge the Base Rentals, the Additional Rentals, Purchase Option Price or any of its other rights under this Master Lease and will not assign its interest in or encumber the Project except as provided under the Master Lease or under the Indenture and the Security Documents. All property and moneys received by the Authority from the City will, so long as no Event of Nonappropriation or no Event of Default shall occur, be applied for the benefit of the City, and all property and moneys received by the Authority under the Master Lease with respect to the Project and under the Indenture for the Bondholders of the Bonds will be applied for the proportionate benefit of said Bondholders.

Neither the execution and delivery of the Master Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby 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.

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

The Authority will not use any of the proceeds of the sale of the Series 2022 Bonds in a manner not authorized by the terms of the Master Lease, the Indenture or the exhibits thereto.

Lease Term

The original Lease Term commences as of the date of delivery of the Series 2022 Bonds and terminates at midnight on June 30, 2023. The Lease Term may be continued, solely at the option of the City, beyond the expiration of the Original Term for an additional one year, (the first "Renewal Term") and for additional Renewal Terms thereafter each of one year in duration (except that the final Renewal Term shall commence July 1, 20[___] and end on June 15, 20[___]), upon the City having adopted a final budget in accordance with applicable law prior to the end of the then-current Original Term or Renewal Term, as the case may be, that appropriates specifically with respect to the Master Lease sufficient City Funds for the payment of Base Rentals and reasonably estimated Additional Rentals to become due during the next following Renewal Term, it being understood that by budgeting and appropriating such amounts, the City shall have elected to continue the Lease Term for the next following Renewal Term and shall have given adequate notice thereof as contemplated by Section 17D-2-402(1)(b) of the Building Authority Act. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Base Rentals shall be as otherwise specified in the Master Lease, for each such Renewal Term, as such Schedule may be revised as provided in the Master Lease.

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

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

Termination of Lease Term

The Lease Term shall terminate upon the first to occur of the following events:

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

(b) an Event of Default and the election of the Authority or the Trustee to terminate the Master Lease under the provisions thereof;

(c) the discharge of the lien of the Indenture under the provisions of the Master Lease;

(d) the expiration or termination of the Lease Term pursuant to an Event of Nonappropriation or under the conditions provided in the Master Lease; or

(e) the last day of the Lease Term of the Master Lease, upon payment of all Base Rentals and Additional Rentals required thereunder.

Payment of Rentals by the Authority to the City

Payments to Constitute Current Expenses of the City. The City and the Authority acknowledge and agree that the obligation of the City to pay Base Rentals and Additional Rentals under the Master Lease constitutes current expenses 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 in the Master Lease shall be construed or interpreted (i) to require the governing body of the City to appropriate any money to pay the Base Rentals, the Additional Rentals or the Purchase Option Price, or (ii) as a lending of the credit of the City within the meaning of Section 29 of Article VI of the Utah Constitution. Neither the City, nor the Authority on its behalf, has pledged the credit of the City to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price, the Bonds or the interest thereon, and neither the Master Lease, the Indenture nor the Bonds shall directly or contingently obligate the City to apply money, or to levy or pledge any form of taxation, to the payment of the Base Rentals, the Additional Rentals, the Purchase Option Price or the Bonds or any interest thereon except as expressly provided in the Master Lease. If the City fails to pay any Base Rentals or Additional Rentals due under the Master Lease it shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals under the Master Lease shall terminate.

Payment of Base Rentals.

(a) The City shall pay Base Rentals exclusively from City Funds. The City shall pay Base Rentals during the Lease Term in such amounts as shall be sufficient to pay principal and interest when due on the Bonds. The Base Rentals shall be payable directly to the Trustee in periodic payments at the times and manner and in the amounts as specified in the schedule of Base Rental payments attached to the Master Lease as shall equal the interest payments falling due on the Bonds on the next succeeding Interest Payment Date and the principal payments falling due on the Bonds either by regularly scheduled maturities or by mandatory sinking fund installment or redemption, on the next succeeding principal payment date, such that there shall be on deposit with the Trustee at least fifteen days prior to each principal and/or interest payment date on the Bonds an amount sufficient to make such payment. At the time of execution of the Master Lease Base Rental payments for each payment date will equal the amounts set forth in the Master Lease (however, in the event the City does not ensure such payments are paid in full, it shall be deemed an Event of Nonappropriation or an Event of Default, as applicable). The City understands that the Base Rental Payment Schedule attached to the Master Lease may be revised from time to time based on the redemption of Bonds (other than mandatory sinking fund redemptions) or the issuance of any Additional Bonds or Refunding Bonds allowed under the Indenture. The City agrees to pay the Base Rentals in accordance with the Base Rental Payment Schedule attached to the Master Lease as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the principal of certain Bonds or to pay the principal of the Additional Bonds or Refunding Bonds and interest on such Additional Bonds or Refunding Bonds.

In addition, in the event the market value of the amount on deposit in the Debt Service Reserve Fund is, for any reason, reduced below the Debt Service Reserve Requirement, the City shall, in the event it elects to renew the Master Lease during the following Renewal Term, and as a condition of renewal (but solely from City Funds), pay to the Trustee in two substantially equal semiannual payments additional Base Rentals during the Lease Term, in an amount sufficient to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement. Notwithstanding anything contained in the Master Lease to the contrary, no

payment of Base Rentals or Additional Rentals shall be required to be paid prior to the Completion Date of any one Project with respect to which such Rentals are being paid.

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

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

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

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

(d) The amount of the Base Rentals otherwise payable by the City under the Master Lease shall be reduced by an amount equal to (i) any earnings on the investment of the Bond Fund, (ii) any moneys transferred to the Bond Fund from the Debt Service Reserve Fund pursuant to the Indenture (other than from draws on a Reserve Instrument), and (iii) any Direct Payments on deposit with the Trustee in the Bond Fund. In the event that Direct Payments are deposited with the Trustee after the City has made the related payment of Base Rentals, the City may elect to have the Trustee return to the City an amount equal to such Direct Payments (so long as the amount remaining on deposit in the Bond Fund continues to be sufficient to pay principal and interest next due on the Bonds, if such payment is requested prior to the related Interest Payment Date) or to have the Trustee retain the Direct Payments in the Bond Fund and take the credit with respect to the next required Base Rentals payment. Each payment of Base Rentals shall be in consideration for the use of the Projects by the City during the applicable period commencing on the Bond Payment Date next preceding the Bond Payment Date to which such Base Rental payment is attributable and for the option to purchase the Projects granted in the Master Lease.

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

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

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

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

(i) As provided in Section 17D-2-401(2)(b)(i) of the Building Authority Act, the City is not required to make any payment of Base Rentals or Additional Rentals under the Master Lease until construction of the related Project or Projects are complete. In the event that a Project is not completed by the time that amounts set aside for payment of capitalized interest are expended, the City and the Authority shall (i) reallocate proceeds of the related Series of Bonds to make funds available for additional capitalized interest, (ii) seek other legally available funds for such purpose or (iii) issue Additional Bonds to finance additional capitalized interest; provided, however, the City may commence making payments of Base Rentals with respect to individual completed projects constituting a Project.

Payment of Additional Rentals with Respect to the Projects

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

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

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

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

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

(e) the costs of maintenance and repair of the Projects as required under the Master Lease;

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

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

(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 the Master Lease;

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

(k) Security Instrument Costs, Security Instrument Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Repayment Obligations; and

(l) during the Original Term or any Renewal Term in which there is an insufficiency of Net Proceeds as described in the Master Lease, an amount equal to the insufficiency of Net Proceeds required to repair, replace, restore or modify the affected Project or Projects.

The Additional Rentals specified in subsections (a), (b), (c) and (k) shall be payable to the Trustee and shall be due and payable within ten days after notice in writing from said Trustee to the City stating the amount of Additional Rentals then due and payable and the purpose thereof. Except as otherwise provided in the Master Lease or in the Indenture, the Additional Rentals specified in subsections (d), (e), (f), (g), (h), and (i), shall be payable to the Authority or directly to the person or entity with respect to which such costs or fees were incurred and shall be due and payable at such time as the Authority or such person or entity shall require. Additional Rentals specified in subsection (j) shall be determined by, or at the direction of, the City and deposited with the Trustee as required by Section 148 of the Code.

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 the Master Lease and to perform and observe the other covenants and agreements contained therein shall be absolute and unconditional in all events except as expressly provided thereunder. Notwithstanding any dispute between the City and the Authority, the Trustee, any Bondholder, any contractor or subcontractor retained with respect to the construction and equipping of a Project, any supplier of labor or materials in connection therewith or any other person, the City shall pay all payments of Base Rentals and Additional Rentals, from and to the extent of available City Funds, when due, and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute, nor shall the City assert any right of set-off or counterclaim against its obligation to make such payments required under the Master Lease. The obligation of the City to pay Base Rentals and Additional Rentals during the Original Term or any Renewal Term shall be absolute and unconditional in all events, except as expressly provided in the Master Lease, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances.

Nonappropriation

In the event that sufficient City Funds shall not be budgeted and appropriated by the City, in a final budget adopted within the time permitted by the Master Lease, for the payment of the (i) Base Rentals becoming due during such Renewal Term, and (ii) such Additional Rentals becoming due during such Renewal Term which can be determined with reasonable accuracy, then an Event of Nonappropriation shall be deemed to have occurred as of the first day of such Renewal Term and the City shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for in the Master Lease beyond the last day of the Renewal Term preceding such Event of Nonappropriation. Subject to the provisions of the next succeeding sentence, once the City has elected to continue the Master Lease for a Renewal Term by budgeting and appropriating sufficient City Funds for the payment of Base Rentals and Additional Rentals thereunder 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 the Master Lease, or upon an Event of Nonappropriation the City shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals thereunder shall terminate. The Trustee shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Projects as trustee for the benefit of the Bondholders of the Bonds and the Trustee shall be further entitled to all moneys then on hand and being held in all funds created under the Indenture, less any moneys then due and owing to the Trustee for services performed as trustee thereunder. All property, funds and rights acquired by the Trustee by reason of an Event of Nonappropriation shall be held by the Trustee under the Indenture for the benefit of the Bondholders as set forth in said Indenture until the principal of, premium, if any, and interest on the Bonds are paid in full and other amounts payable under the Indenture are paid in full and any excess shall thereafter be paid to the City.

Request for Appropriation

During the Lease Term, the City covenants and agrees as follows:

(a) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the City in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any and all City Funds then legally available for such purpose), to pay the Base Rentals and reasonably estimated Additional Rentals (calculated pursuant to the Master Lease) for the Projects during the next succeeding Renewal Term; and

(b) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the City for its consideration seeks an appropriation of City Funds sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term, including all such actions for such purpose as may be required under State law.

The next inclusion in the City's annual tentative budget shall be made under applicable law prior to the fiscal year commencing [July 1, 2022], so that the Base Rentals and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the City shall be made in each fiscal year thereafter so that the Base Rentals and Additional Rentals to be paid during the succeeding Renewal Term will be available for such purposes as long as the governing body of the City determines to approve such amount in the final budget as adopted. To effect the covenants set forth in (a) above, the City hereby directs its budget officer, 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 the Master Lease is in effect, items for all payments required for the ensuing Renewal Term under the Master Lease. It is the intention of the City that the decision to renew or not to renew the term of the Master Lease is to be made solely by the governing body of the City at the time it considers for adoption of the final budget for each of its fiscal years and corresponding Renewal Terms thereunder, and not by any official of the City, acting in his or her individual capacity as such. In this connection, the City 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.

Acquisition and Construction of Projects

Agreement to Acquire and Construct the Projects. The City and the Authority agree that the Authority shall cause the Projects to be acquired and constructed as provided in the Master Lease, all of which construction, shall be made in accordance with the plans and specifications for such Projects as approved by the City. The City agrees that in order to effectuate the purposes of the Master Lease, it authorizes the City Representative or the Authority Representative on behalf of the Authority, to make, execute, acknowledge and transmit any other contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for the carrying out and furtherance of the acquisition and construction of the Projects.

The Authority agrees to carry out or to cause to be carried out the acquisition, construction and equipping of any Project through the application of moneys to be disbursed from the Construction Fund by the Trustee utilizing a requisition request complying with the requirements of the Master Lease.

The Authority agrees to cause all Projects to be constructed with all reasonable dispatch, subject only to delays caused by Force Majeure excepted.

The City covenants in the Master Lease, to the extent permitted by applicable law, to use other legally available funds and to seek additional legally available funds to the extent necessary to complete the acquisition, construction and equipping of any Project as required in the Master Lease, or to make certain design changes in such Projects to the extent necessary to complete the acquisition, construction and equipping of such Project with moneys then available for such purposes in the Construction Fund.

Establishment of Completion Date; Disbursement of Balance of Construction Fund. The Completion Date with respect to any one Project shall be evidenced to the Trustee by a certificate signed by the City Representative and the Authority Representative stating that, except for amounts retained by the Trustee at the direction of the Authority for any Costs of Acquisition and Construction not then due and payable, (i) the acquisition, construction, installation and improvement of such Project has been completed in accordance with the plans and specifications and all labor, services, materials and supplies used in such acquisition, construction, installation and improvement have been paid for, (ii) all other facilities necessary in connection with such Project have been constructed, acquired and installed to their satisfaction, (iii) such Project is suitable and sufficient for its intended purposes, and (iv) all costs and expenses incurred in the acquisition, construction and equipping of such Project have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. Upon receipt of such certificate, the Trustee shall retain in the applicable Construction Fund account an aggregate sum equal to the amount estimated by the City Representative and the Authority Representative to be necessary for payment of the Cost of Acquisition and Construction not then due and payable. All moneys then on hand in such the Construction Fund account in excess of the amount to be retained shall be transferred by the Trustee, as set forth in a written direction of the Authority and the City, to the Bond Fund to be used by the Trustee as provided in the related Supplemental Indenture.

Maintenance; Taxes; Insurance and Other Charges

Maintenance of the Projects by the City. The City shall, at its own expense from available City Funds, operate, manage, keep and maintain the Projects (or cause the Projects to be operated, managed, kept and maintained) in good working order, condition and repair, including replacements of a capital nature when necessary, and including periodic painting as reasonably determined by the Authority and in accordance with all operating and maintenance manuals and all applicable laws, rules, ordinances, orders and regulations as shall be in effect from time to time of: (1) any federal, state, county, municipal, or other governmental or quasi-governmental agencies and bodies having or claiming jurisdiction thereof and all their respective departments, bureaus, and officials; (2) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction thereof; and (3) all insurance companies insuring all or any part of the Projects. The foregoing shall not be construed to prohibit the City from challenging the validity or applicability of such laws, rules, ordinances, orders and regulations and to defer compliance until the challenge has been completed.

Modification of the Projects. The City shall have the privilege of remodeling any Project or making substitutions, additions, modifications and improvements thereto, at its own cost and expense, and the same shall be subject to the Master Lease, the Indenture and the Security Documents, and shall also be included under the terms thereof; provided, however, that such remodeling, substitutions, additions, modifications and improvements shall not in any way damage such Projects or cause it to be used for purposes other than those authorized under the provisions of the Master Lease, and the Constitution and laws of the State; and provided, however, that such Projects, as remodeled, improved or altered upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to the Master Lease shall be of a fair rental value not less than the fair rental value of such Projects immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements.

Taxes, Other Governmental Charges and Utility Charges. In the event that a Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against such Project, an Additional Rental, from and to the extent of City Funds, shall be paid, or cause to be paid, by the City equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in

installments over a period of years, the City shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during that period that the City is obligated to pay Base Rentals. The City shall not allow any liens for taxes, assessments or governmental charges to exist (including, without limitation, any taxes levied which, if not paid, will become a charge on the rentals and receipts prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Authority) on the rentals and revenues derived therefrom or hereunder. The City shall also pay, or shall cause to be paid, as Additional Rentals, from and to the extent of available City Funds, as the same respectively become due, all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

As long as the City is in possession of the Projects and except as otherwise provided in the Master Lease, it shall keep it free and clear of all liens, charges and encumbrances (except Permitted Encumbrances and any encumbrances arising through the Authority) and shall have the responsibility for all management, operations, maintenance and repair of the Projects. The City in its discretion may discharge its responsibility under the Master Lease by: (1) using its own employees; or (2) contracting for services; or (3) subleasing all or portions of the Projects, subject to the provisions of the Master Lease and the Indenture; or (4) any combination of such methods. No such contract or sublease shall place a greater burden on the Authority than provided in the Master Lease, nor infringe upon rights granted to or retained by the Authority hereunder, nor violate or in any way impair the Authority's obligations under the Indenture or any other instrument, if any, securing any debt or borrowings by the Authority, all or substantially all the proceeds of which are to be used to finance Projects.

The City may, at the expense and in the name of the City, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom provided the City shall first deposit with the Trustee, or in court, a bond or other security satisfactory to the Trustee pursuant to the Security Documents unless the Trustee shall notify the City that, in the opinion of Independent Counsel, by nonpayment of any such items the security afforded pursuant to the terms of the Master Lease, the Indenture and the Security Documents will be materially endangered or the Projects or any portion thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid forthwith.

Provisions Respecting Insurance. The City agrees to insure or cause to be insured, with the Trustee listed as a Loss Payee, the Projects against loss or damage of the kinds usually insured against by public bodies similarly situated, including, without limitation, policies of casualty and property damage, by means of policies issued by reputable insurance companies duly qualified to do such business in the State with a uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than full insurable value of the Projects. The term "full insurable value" as used in the Master Lease shall mean the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the principal amount of all of the Bonds then Outstanding of the Series which financed said Projects (or applicable portions thereof in case said Series of Bonds financed more than one Project). Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Projects but other properties in the amounts required by the previous sentence.

Any insurance policy issued pursuant to the preceding paragraph shall be so written or endorsed as to make losses, if any, payable to the Trustee. The Net Proceeds of the insurance required in the Master Lease shall be applied as described under "Obligation of the City to Repair and Replace the Project" below or, at the option of the City, as described in "Discharge of the Obligation of the City to Repair and Replace the Project" below.

The City agrees to self-insure or to carry or cause to be carried public liability insurance with one or more reputable insurance companies in amounts that are typically carried by governmental entities of the same size as the City for property damage for any occurrence. In the event that the limits on governmental liability established by Section 63G, Chapter 7, Utah Code Annotated 1953, as amended, are increased, the amounts required by the Master Lease shall be deemed to be increased to such higher amounts. If self-insurance is not utilized, the Authority and the Trustee shall be made additional insureds under such policies.

Damage, Destruction and Condemnation; Use of Net Proceeds

Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term and the payment in full of the Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Projects or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Projects or any material portion thereof or the Projects or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of a Project shall become apparent; or (iv) title to or the use of all or any material portion of the Projects shall be lost by reason of a defect in title thereto, the City shall be obligated, from and to the extent of City Funds and subject to the provisions of "Discharge of the Obligation of the City to Repair and Replace the Project" below, to continue to pay the amounts specified in the Master Lease regardless of whether said Project or Projects shall have been accepted.

Obligation of the City to Repair and Replace the Project. Subject to the provisions of the Master Lease, the City, the Authority, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to a Project or Projects to be deposited in the applicable Construction Fund account if received before the Completion Date and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of said Project or Projects by the City upon receipt of a requisition acceptable to the Trustee signed by the City Representative, stating with respect to each payment to be made: (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the applicable Construction Fund account or separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation; and (v) such other documents and information as the Trustee requires. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment of the principal of, premium, if any, and interest on the applicable Series of Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund account(s) or separate trust fund shall be paid to the City. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the City shall, from and to the extent of available City Funds, complete the work and pay any cost in excess of the amount of the Net Proceeds. The City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of the Master Lease, the City shall not be entitled to any reimbursement therefor from the Authority, the Trustee or the Bondholders of the Bonds nor shall the City be entitled to any diminution of the Base Rentals and Additional Rentals payable under the Master Lease. The City further agrees that any repair, restoration, modification or improvement paid for in whole or in part from such Net Proceeds shall be subject to the security afforded by the Indenture, the Master Lease and the Security Documents, and shall be included under the terms of the Master Lease.

Covenant to Seek Appropriation of Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair and Replace the Projects. In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of a Project or Projects required under the Master Lease, the appropriate budget officers of the City shall, within 30 days of notice of such insufficiency, seek an appropriation from the City for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace said Project or Projects under the Master Lease may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to said Project or Projects, and possession of said Project or Projects as well as all rights created pursuant to the Master Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to said Project or Projects (except for moneys held in the Rebate Fund and for the payment of Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the applicable Series of Bonds. Thereafter, the Authority's interest in said Project or Projects may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture, Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy,

performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to said Project or Projects (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed Outstanding), shall be applied to the redemption of the applicable Series of Bonds on the next succeeding redemption date. Such redemption of the applicable Series of Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture.

Granting of Easements and Releases. As long as no Event of Default with respect to the Projects shall have happened and be continuing, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any property or rights included in the Master Lease and the Indenture, free from the security interest afforded by or under the Master Lease, the Indenture and the Security Documents or the City may release portions of the sites on which a Project or Projects is located or existing easements, licenses, rights of way and other rights and privileges with or without consideration, and the Authority agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver, any instrument necessary or appropriate to confirm and grant or release such portion of the Project Site or any such easement, license, right of way or other grant or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by the City Representative requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of such Projects or any material portion thereof; and (iii) an opinion of counsel to the City that such grant or release will not materially weaken, diminish or impair the security granted to the Bondholders and contemplated hereby or under the Master Lease, the Indenture or the Security Documents.

Conveyance of the Projects

(a) The Authority's right and interest in and to all of the Projects shall be transferred, conveyed and assigned by the Authority to the City:

(i) Upon payment by the City to the Trustee of the then applicable Purchase Option Price and upon giving not less than thirty (30) days prior written notice to the Authority and the Trustee; or

(ii) Upon payment by the City to the Trustee of all Base Rentals and Additional Rentals required to be paid under the Master Lease during the Lease Term; or

(iii) Upon the discharge of the lien of the Indenture.

Under the Indenture, the Trustee shall agree to execute such documents and instruments as shall be necessary to effect a release of the security interest granted by said Indenture or the Security Documents upon the payment in full of all of the Bonds.

(b) The City understands that the Purchase Option Price may be revised from time to time based on certain redemptions of Bonds (other than mandatory sinking fund redemptions or the issuance of any Additional Bonds or Refunding Bonds authorized under the Indenture. In the event the City so elects to purchase all of the Projects as provided in the Master Lease, the City agrees to pay such applicable Purchase Option Price (together with the other amounts constituting the purchase price for the Projects as provided in the Master Lease) as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the Bonds or the issuance of Additional Bonds or Refunding Bonds. Nothing in the Master Lease shall be construed to create any obligation of the City to purchase the Projects.

Release of a Project Upon Payment of Related Series of Bonds. In addition to the purchase option set forth above, the Master Lease grants the City the option of purchasing a Project in advance of the final maturity of the related Series of Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Master Lease and the Security Instrument Issuer for the related Series of Bonds shall have consented thereto (which consent shall not be unreasonably withheld) unless the related Series of Bonds have been legally defeased or refunded, a Project may be released from the lien created with respect to the Bonds and the Indenture and the Master Lease and transferred to the City (subject to Permitted Encumbrances and liens and encumbrances resulting from the failure of

the City to perform or observe the agreements on its part contained in the Master Lease or otherwise consented to by the City), if (i) the City shall deposit with the Trustee the Purchase Option Price for such Projects; and (ii) there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of such Projects will not adversely affect the excludability of interest on the Bonds from federal gross income of the owners thereof or the status of the Bonds as Tax Credit Bonds, if applicable. The City shall be obligated to pay all costs of the Trustee and the Authority in providing for the transfer and release of any Project or portion thereof.

Conveyance on Purchase of Project. At the closing of any purchase of any or all of the Projects pursuant to the option to purchase granted in the Master Lease, the Authority shall, upon receipt by the Trustee of the Purchase Option Price, or upon the payment by the City of all Base Rentals and Additional Rentals required , or upon discharge of the lien of the Indenture as the case may be, deliver to the City the following:

(a) If necessary, a release by the Trustee of the lien under the Indenture and Security Documents, together with any other instrument necessary or appropriate to release any security interest granted by the Master Lease with respect to the Project or Projects to be released, the Indenture and the Security Documents.

(b) All necessary documents conveying to the City good and marketable title to the Project or Projects to be released as it then exists subject to the following: (i) the right, title and interest of the City in such Project; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in the Master Lease; and (iv) Permitted Encumbrances, other than the Indenture, the Master Lease, the Security Documents and any financing statements filed by the Authority pursuant to the Master Lease with respect to the Project or Projects to be released or the Indenture.

Relative Position of Option and Indenture. The purchase option granted to the City with respect to all of the Projects shall be and remain prior and superior to the Indenture and may be exercised whether or not an Event of Nonappropriation or Event of Default shall have occurred and be continuing under the Master Lease or under the Indenture; provided, however, that such option must be exercised before the later of (i) ninety days after notification in writing by the Trustee to the City of the occurrence of an Event of Default under the Indenture, or (ii) the ultimate disposition of the Projects upon exercise of any available foreclosure remedy, and further provided that, as a condition of the exercise of such option, the City must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default and all Security Instrument Costs, Security Instrument Repayment Obligations, Reserve Instrument Costs and Reserve Instrument Obligations.

Events of Default and Remedies

Events of Default Defined. Any one of the following shall be an "Event of Default" under the Master Lease:

(a) Failure by the City to pay any Base Rentals or Additional Rentals required to be paid under the Master Lease at the time specified therein, in the absence of an Event of Nonappropriation; or

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in (a), for a period of thirty days after written notice, specifying such failure and requesting that it be remedied, given to the City by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee shall not unreasonably withhold their consent to an extension of such time if corrective action shall be instituted by the City within the applicable period and diligently pursued until the default is corrected; or

(c) The City shall abandon any material portion of a Project; or

(d) The City 's interest in the Master Lease or any part thereof shall be assigned or transferred without the written consent of the Authority, either voluntarily or by operation of law, except as permitted hereunder; or

(e) The City shall file any petition or institute any proceedings wherein or whereby the City seeks to be adjudicated a bankrupt, or to be discharged from any and all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or seeks a reorganization or a readjustment of the City's debts, or for any other similar release, or any such petition or any such proceedings of the same or similar kind or character shall be filed, or instituted or taken against the City and the same shall not have been dismissed or otherwise resolved in favor of the City within sixty days from the filing or institution thereof; or

(f) Dissolution of the Authority prior to the full repayment of the Series 2022 Bonds.

The foregoing provisions 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 the Master Lease shall be subject to the occurrence of an Event of Nonappropriation; and (ii) if, by reason of Force Majeure, the City shall be unable, in whole or in part, to carry out any agreement on its part contained in the Master Lease, other than the obligations on the part of the City contained in the Master Lease, 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.

Remedies on Default. Whenever any Event of Default referred to in the previous section shall have happened and be continuing, subject to the limitations contained in the Indenture and the rights of any Security Instrument Issuer (so long as the Security Instrument Issuer is not in default under its Security Instrument), , the Trustee or the Authority with the written consent of the Trustee, shall have the right, at their or its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Immediately reenter and take possession of the Projects;

(b) Exercise any rights or remedies as the Trustee may have under Indenture or the Security Documents; or

(c) Take whatever action at law or in equity may appear necessary or desirable to enforce their or its rights in and to the Projects, including, without limitation, the right to terminate the Lease Term.

Upon the occurrence of an Event of Default, the City shall immediately quit and vacate the Projects and its obligation to pay Base Rentals or Additional Rentals under the Master Lease shall terminate. Any moneys collected pursuant to action taken under the Master Lease shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Limitations on Remedies. No judgment requiring a payment of money may be entered against the City by reason of an Event of Default under the Master Lease, except as expressly provided in the Master Lease. In the event the security interest created under the Indenture, the Master Lease or the Security Documents shall be foreclosed subsequent to the occurrence of an Event of Default, no deficiency judgment may be entered against the City or the Authority.

No Remedy Exclusive. No remedy conferred upon or reserved to the Authority and the Trustee in the Master Lease is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Master Lease 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.

THE SECURITY DOCUMENTS

The Authority under the Security Documents will irrevocably warrant, grant, transfer, convey and assign to Trustee, IN TRUST, WITH POWER OF SALE, all of the Authority's right, title and interest in the Series 2022 Project, including, but not limited to the Authority's interests in real property, rents, issues, profits, royalties, income, interest in leases or subleases, options to purchase, easements, rights of way, proceeds of insurance or condemnation and tangible personal property in order to provide additional security for the Authority's payment obligations under the Series 2022 Bonds and the Indenture. The Security Documents generally provide for the procedure by which the Trustee can foreclose on and sell the Authority's interest in the Series 2022 Project to pay the Authority's payment obligations under the Series 2022 Bonds and Indenture.

APPENDIX C

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING UTAH COUNTY

The following demographic and economic information is provided solely as background information regarding Utah County, the general area in which the City is located. For more information regarding the City, see the statistical section included in the City's Annual Comprehensive Financial Report for the fiscal year ended June 30, 2021, attached hereto as APPENDIX A.

City, County and State Population

Year	Lehi City	% Change From Prior Period	The County	% Change From Prior Period	The State	% Change From Prior Period
2021 Estimate	79,978	5.4%	684,986	3.9%	3,337,975	2.0%
2020 Census	75,907	9.6	659,399	3.6	3,271,616	2.0
2019 Estimate	69,274	5.0	636,235	2.4	3,205,958	1.7
2018 Estimate	65,958	3.6	621,520	2.4	3,153,550	1.7
2017 Estimate	63,674	3.2	606,742	2.8	3,101,042	1.9
2016 Estimate	61,690	4.5	590,288	3.1	3,041,868	2.0
2015 Estimate	59,034	3.6	572,667	2.1	2,981,835	1.5
2014 Estimate	57,000	3.5	560,649	1.7	2,936,879	1.4
2013 Estimate	55,089	7.2	551,273	2.1	2,897,640	1.6
2012 Estimate	51,385	3.4	539,685	1.7	2,853,375	1.4
2010 Census	47,407	–	516,564	–	2,763,885	–

(Source: U.S. Census Bureau estimates as of July 1 for years 2012-2019 and 2021, and 2010 and 2020 Census counts are as of April 1.)

Rate of Unemployment – Annual Average

Year	County	State	United States
2021	2.3%	2.7%	5.3%
2020	3.8	4.7	8.1
2019	2.4	2.6	3.7
2018	2.7	2.9	3.9
2017	2.9	3.3	4.4

(Source: Utah Department of Workforce Services and the U.S. Department of Labor.)

Economic Indicators in the County

LABOR FORCE [1]	2021	2020	2019	2018	2017
Labor Force (annual average)	332,018	316,642	309,866	301,683	290,640
Employed (annual average)	324,289	304,605	302,523	293,624	282,093
Unemployed (annual average)	7,729	12,037	7,343	8,059	8,547
Average Employment (Non-Farm Jobs)	250,630	233,840	232,507	225,448	213,617
% Change Prior Year	*7.18*	*0.57*	*3.13*	*5.54*	*3.96*
Average Employment by Sector:					
Agriculture, Forestry, Fishing & Hunting	980	912	921	890	859
Mining	256	170	151	133	100
Utilities	659	643	637	632	651
Construction	27,015	25,926	25,063	24,712	22,868
Manufacturing	21,045	19,427	19,679	19,134	18,313
Wholesale Trade	7,838	7,181	7,122	7,152	6,748
Retail Trade	10,698	10,123	9,652	9,388	9,368
Transportation & Warehousing	6,530	5,609	5,199	5,037	4,804
Information	3,613	3,202	3,352	3,318	3,164
Finance & Insurance	9,373	7,491	6,096	5,815	5,419
Real Estate and Rental & Leasing	3,498	3,218	3,165	3,006	2,819
Professional, Scientific & Technical Services	23,541	22,239	21,946	21,441	18,563
Management of Companies & Enterprises	1,919	1,855	1,715	1,559	1,373
Administrative, Support, Waste Management, & Remediation	17,947	16,018	15,639	15,214	14,027
Education Services	43,693	42,988	44,007	43,337	43,098
Health Care & Social Assistance	34,537	32,616	32,005	30,499	28,676
Arts, Entertainment, & Recreation	5,309	4,644	5,274	4,834	4,643
Accommodation & Food Services	20,354	18,438	19,752	18,643	17,394
Other Services & Unclassified Establishments	6,348	5,743	5,823	5,525	5,446
Public Administration	6,460	6,312	6,231	6,069	6,142
Total Establishments	17,280	16,074	15,334	14,641	13,823
Total Wages ($Millions)	12,858.4	11,539.1	10,417.7	9,678.3	8,681.6

INCOME AND WAGES	2021	2020	2019	2018	2017
Total Personal Income ($000) [2]	n/a	30,251,205	27,722,352	25,481,148	23,474,742
Median Household Income [1]	n/a	n/a	79,505	75,296	70,461
Per Capita Income [2]	n/a	46,465	43,611	40,961	38,634
Average Monthly Nonfarm Wage [1]	4,275	4,112	3,734	3,577	3,387

SALES & CONSTRUCTION	2021	2020	2019	2018	2017
Gross Taxable Sales ($000,000) [3]	15,630.7	12,811.2	11,242.7	10,164.4	9,565.8
New Dwelling Units [4]	12,430	8,436	7,314	6,709	6,836
Total Construction Value ($000) [4]	4,056,859.5	3,192,226.5	2,618,932.1	2,351,324.7	2,334,779.6
New Residential Value ($000) [4]	2,890,112.7	2,056,615.4	1,781,204.9	1,633,741.0	1,508,031.5
New Nonresidential Value ($000)[4]	833,194.9	855,962.9	582,391.5	521,700.4	622,025.9

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated November 2021; (3) Utah State Tax Commission; (4) University of Utah Ivory-Boyer Construction Database.)

Major Employers in the County

The following is a list of some of the largest employers in the County.

Company	Industry	Employment Range
Brigham Young University	Higher Education	15,000-19,999
Utah Valley Regional Medical Center	Health Care	7,000-9,999
Alpine School District	Public Education	7,000-9,999
Utah Valley University	Higher Education	4,000-4,999
Wal-Mart	Warehouse Clubs and Supercenters	4,000-4,999
Nebo School District	Public Education	3,000-3,999
Vivint	Building Equipment Contractors	2,000-2,999
Doterra International	Essential Oils Distribution	2,000-2,999
State of Utah	State Government	2,000-2,999
Innovative Flexpak	Packaging and Labeling Services	2,000-2,999
Young Living Essential Oils	Essential Oils Distribution	2,000-2,999
Barrett Business Services	Telemarketing Bureaus	1,000-1,999
Provo City School District	Public Education	1,000-1,999
Adobe Systems	Software Publishers	1,000-1,999
Central Utah Medical Clinic	Health Care	1,000-1,999
Utah Valley University	Higher Education	1,000-1,999
Sunrun	Building Equipment Contractors	1,000-1,999
Built Brands	Manufacturing	1,000-1,999
Burningham Trucking	Specialized Freight and Local Trucking	1,000-1,999
Chrysalis	Individual Family Services	1,000-1,999
Qualtrics	Technical Services	1,000-1,999
Provo City	Local Government	1,000-1,999
Utah County	Local Government	1,000-1,999
Core Innovative Solutions	Computer Programming Services	1,000-1,999
Vivint Solar Developer	Building Equipment Contractors	1,000-1,999
Nestle Prepared Foods	Food Manufacturing	1,000-1,999
Costco	Warehouse Clubs and Supercenters	1,000-1,999
Hadco Construction	Construction	1,000-1,999
Wasatch Mental Health Services	Health Care	1,000-1,999
Vision Solar	Building Equipment Contractors	1,000-1,999
Smith's Food and Drug	Grocery Stores	1,000-1,999
Entrata	Information Services	1,000-1,999
GoHealth	Insurance Agencies and Brokerages	1,000-1,999
Micron Technology	Information Services	500-999
Texas Instruments	Manufacturing	500-999
Lehi City	Local Government	500-999
City Of Orem	Local Government	500-999
RBD Acquisition	Services to Buildings and Dwellings	500-999
Bamboo	Computer Programming Services	500-999
Alpine Building	Construction	500-999
Alliance Resource Services One	Computer Programming Services	500-999
ROI Solutions	Call Centers	500-999
Weave Communications	Business Support Services	500-999
Ancestry.com	Information Services	500-999
Podium	Software Publishers	500-999
Kyco Services	Building Equipment Contractors	500-999
Rocky Mountain ATV	Motor Vehicle Dealers	500-999
U.S. Postal Service	Postal Service	500-999
Associated Retail Operations	Grocery Stores	500-999
Home Depot	Home Centers	500-999

(Source: Utah Department of Workforce Services; last updated September 2022.)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the "Disclosure Undertaking") is executed and delivered by Lehi City, Utah (the "City"), in connection with the issuance by the Local Building Authority (the "Authority") of Lehi City, Utah of its $_____ Lease Revenue Bonds, Series 2022 (the "Series 2022 Bonds"). The Series 2022 Bonds are being issued pursuant to a General Indenture of Trust, dated as of December 1, 2022 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of December 1, 2022 (the "First Supplemental Indenture," and together with the General Indenture, the "Indenture") each between the City and U.S. Bank Trust Company, National Association, as trustee.

The City hereby acknowledges that it is an "obligated person" within the meaning of the hereinafter defined rule and the only "obligated person" with respect to the Series 2022 Bonds.

In connection with the aforementioned transactions, the City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2022 Bonds and in order to assist the Participating Underwriter in complying with the Rule (each as defined below).

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2022 Bonds (including persons holding Series 2022 Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean initially, the City, acting in its capacity as Dissemination Agent hereunder, or any of its successors or assigns.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is 1300 I Street, NW, Suite 1000, Washington DC 20005-3314; Telephone (202) 838-1500; Fax (202) 898-1500, and the website address of which is www.msrb.org and www.emma.msrb.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the Authority and the City dated _____, 2022, relating to the Series 2022 Bonds.

"Participating Underwriter" shall mean Stifel, Nicolaus & Company, Incorporated, as original underwriter of the Series 2022 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall prepare an Annual Report and shall, or shall cause the Dissemination Agent to, not later than two hundred (200) days after the end of each fiscal year of the City (presently June 30), commencing with the fiscal year ending June 30, 2022, provide to the MSRB in an electronic format, the Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than fifteen (15) Business Days prior to said date, the City shall provide the Annual Report to the Dissemination Agent. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for Listed Event under Section 5(f).

(b) If by fifteen (15) Business Days prior to the date specified in Section 3(a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with Section 3(a).

(c) If the Dissemination Agent is unable to verify that the Annual Report has been provided to the MSRB by the dates required in Section 3(a), the Dissemination Agent shall, in a timely manner, send a notice of a failure to file the Annual Report to the MSRB in an electronic format.

(d) The Dissemination Agent shall:

(i) determine each year prior to the dates for providing the Annual Report, the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) if the Dissemination Agent is other than an officer of the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant or a firm of certified public accounts. If the City's audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided within 30 days after availability to the City.

(b) An update of the financial and operating information of the type contained in the Official Statement in the tables under the caption:

["DEBT STRUCTURE OF THE AUTHORITY AND THE CITY—Debt Authorization and Limit," "FINANCIAL INFORMATION REGARDING THE CITY— Taxable Value and Estimated Fair Market Value of Taxable Property in the City," and "—Property Tax Levies and Collections."]

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City, as appropriate or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City, as appropriate, shall clearly identify each such other document so incorporated by the reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2022 Bonds in a timely manner but not more than ten (10) Business Days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2022 Bonds or other material events affecting the tax status of the Series 2022 Bonds;

(vi) Defeasances;

(vii) Tender offers;

(viii) Bankruptcy, insolvency, receivership or similar proceedings;

(ix) Rating changes; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2022 Bonds in a timely manner not more than ten (10) Business Days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

(ii) Appointment of a successor or additional trustee or the change of the name of a trustee;

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Series 2022 Bonds;

(v) Series 2022 Bond calls;

(vi) Release, substitution or sale of property securing repayment of the Series 2022 Bonds; or

(vii) Incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) Business Days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2022 Bonds. If such termination occurs prior to the final maturity of the Series 2022 Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(f).

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the City shall be the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an "obligated person" (as defined in the Rule) with respect to the Series 2022 Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2022 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Holders of the Series 2022 Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Series 2022 Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Undertaking, the City shall describe such amendment in the next Annual Report of the City, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City, as applicable. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f), and (ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking.

If the City chooses to include any information in any Annual Disclosure Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any Bondholder or Beneficial Owner of the Series 2022 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an "event of default" under the Indenture, and the sole remedy under this Disclosure Undertaking in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2022 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2022 Bonds, and shall create no rights in any other person or entity.

Date: _____, 2022.

LEHI CITY, UTAH

By:_____
Mayor

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2022 Bonds, Gilmore & Bell, P.C., Bond Counsel to the Authority, proposes to issue its approving opinion in substantially the following form.

We have acted as bond counsel to the Local Building Authority of Lehi City, Utah (the "Authority") in connection with the issuance by the Authority of its $_____ Lease Revenue Bonds, Series 2022 (the "Series 2022 Bonds"). The Series 2022 Bonds are being issued pursuant to (i) a resolution adopted on October 11, 2022, by the governing body of the Authority and a resolution of the City Council of Lehi City, Utah (the "City"), adopted on October 11, 2022, and (ii) a General Indenture of Trust dated as of December 1, 2022 (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of December 1, 2022 (the "First Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the Authority and U.S. Bank Trust Company, National Association, as trustee. Proceeds of the Series 2022 Bonds will be used by the Authority to (a) to finance the construction of a city hall/library and a fire station and related improvements (collectively, the "Project") and (b) pay the costs of issuing the Series 2022 Bonds.

The Project has been leased by the Authority to the City on an annually renewable basis and with an option to purchase, exercisable by the City, pursuant to the terms of a Master Lease Agreement dated as of December 1, 2022 (the "Lease") between the Authority and the City. Payments by the City under the Lease may be made only from funds which are budgeted and appropriated by the City for such purpose. Except to the extent payable from the proceeds of the Series 2022 Bonds and income from the investment thereof, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any, the Series 2022 Bonds are payable solely from, and are secured by a pledge of, rentals derived by the Authority under the Lease. The Indenture provides that the Series 2022 Bonds and the interest thereon (i) are not general obligations, but are special, limited obligations of the Authority, (ii) do not constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitation, and (iii) do not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing powers 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 2022 Bonds or the interest thereon or rentals under the Lease.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. Our opinion is limited to the matters expressly set forth herein, and we express no opinion concerning any other matters.

Based on our examination and the foregoing, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Lease has been authorized, executed and delivered by the City and the Authority, and constitutes a valid and binding obligation enforceable against the City and the Authority.

2. The Indenture has been authorized, executed and delivered by the Authority and constitutes a valid and binding obligation enforceable against the Authority.

3. The Series 2022 Bonds have been authorized by the Authority, executed and delivered by authorized officials of the Authority and are valid and binding special, limited obligations of the Authority, and the Series 2022 Bonds do not constitute a general obligation indebtedness of the Authority or the City within the meaning of any State of Utah constitutional provision or statutory limitation, or a charge against the general credit of the Authority or the City.

4. The interest on the Series 2022 Bonds [(including any original issue discount properly allocable to an owner thereof)] (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax

preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2022 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2022 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds.

5. The interest on the Series 2022 Bonds is exempt from State of Utah individual income taxes.

We express no opinion herein regarding the accuracy, completeness or sufficiency of the Official Statement or any other offering material relating to the Series 2022 Bonds.

The rights of the holders of the Series 2022 Bonds and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable, and their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Respectfully submitted,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Bond certificate will be issued for each maturity of the Series 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or its agent.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P Global's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2022 Bonds may wish to ascertain

that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

Agenda Item No: 7

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #58-2022, the All Seasons Assisted Living General Plan Amendment on 1.52-acres of property located at 322 & 344 North 2375 West changing the designation from VLDRA (very low-density residential agriculture) to NC (neighborhood commercial).

Suggested Action:

Attachments:

CC Staff Report All Seasons Assisted Living General Plan Amendment 10.11.22.docx

All Seasons Assisted Living General Plan Amendment DRC 8.31.22.docx

Ord 58-2022.docx

All Seasons Assisted Living General Plan Amendment narrative.pdf

Lehi Parcels together.pdf

All Seasons Aerial.pdf

All Season Zoning.pdf

All Seasons General Plan.pdf

ALL SEASONS ASSISTED LIVING GENERAL PLAN AMENDMENT

CITY COUNCIL REPORT

Applicant	Jeffrey Merchant		
Meeting Date	October 11, 2022		
Requested Action/Purpose	Approval of a proposed general plan amendment		
Location	322 & 344 North 2375 West		
Acreage	1.52 acres		
Existing Zoning	R-1-22		
Existing General Plan Land Use Designation	VLDRA		
Proposed Land Use Designation	NC (Neighborhood Commercial)		
Existing Land Use	Assisted Living & Vacant Property		
Adjacent Zoning and Land Use	*North*	R-1-22	Platinum Fields Subdivision
	South	R-1-22	Willow Park River Plat B Subdivision
	East	A-5	Undeveloped
	West	PF	Willow Haven Park
Date of DRC Review	August 31, 2022		
Date of Planning Commission Review	September 22, 2022		
Assigned Planner	Jacob Curtis		

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060 Criteria for Approval
The Planning Commission should consider the following factors, among others, when reviewing a General Plan amendment:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan;
3. Consistency and compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties;
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety, and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

APPLICABLE GENERAL PLAN GOALS AND POLICIES

NEIGHBORHOOD COMMERCIAL (NC)

The Neighborhood Commercial (NC) classification is to allow for smaller-scale retail and service-oriented businesses and can provide basic goods and services to residential areas. Developments within this zone should be designed for a sensitive transition between commercial and residential uses.

PROPERTY HISTORY

October 14, 1987 – This property was incorporated into the City as the Bradley D Webb Addition.

June 8, 2010 – An amendment to lots 1, 2, & 3 of the Platinum Fields Subdivision was approved.

February 26, 2015 – A site plan and conditional use approval was granted for Phase 2 of Beehive Homes on 344 North 2375 West. This phase was not constructed within the approval timeframe and the approval expired.

REPORT ANALYSIS

The applicant requests approval on the All Seasons Assisted Living General Plan Amendment from VLDRA to Neighborhood Commercial on 1.52-acres located at 322 and 344 North 2375 West. The request for neighborhood commercial would facilitate a second phase of the Beehive Home project that would mirror the existing facility onto the northern property. The existing facility would continue with plans to reopen in the near future.

When the original Beehive Home was approved and built, it was under the use “Senior Care Facility” or “Residential Facility for Seniors”. At the time, “Senior Care Facility” or “Residential Facility for Seniors” was considered a conditional use in the R-1-22 zone. When the original building and the proposed second building came through the city for approval, a conditional use was approved each time. The conditional use approval and site plan approval for the second building only lasted for a duration of two years, which is our standard approval timeline.

Since that time, the use was removed from the City’s Development Code because it overlapped with other uses. This has left the property as a grandfathered non-conforming use. The proposed General Plan amendment would allow for a rezoning of the property to Neighborhood Commercial. Nursing Home or Assisted Living is a permitted use in the Neighborhood Commercial zone.

Any building would be restricted to the requirements for that zone, including a building footprint size of 5,000 square feet. The Neighborhood Commercial designation and corresponding zone serve to provide an area where goods and services are available in close proximity or adjacent to residential areas. This typically comes in the form of smaller-scale retail or service-oriented businesses. The table of uses seeks to restrict noncompatible uses from being allowed in the Neighborhood Commercial zone.

The DRC had two comments on the proposed General Plan amendment.

1. The proposed NC designation for this area seems appropriate based on the location along major arterial (2300W) and collector (300N) roadways as well as the existing use of the property.
2. It would be helpful to have a map that outlines both properties together.

The first comment was intended to serve as information for the Planning Commission and City Council. The second comment was addressed and included in the packet.

Please consider the comments in the motion.

POSSIBLE MOTIONS AND FINDINGS

The City Council may move to approve or deny the proposed general plan amendment. Any motion should include

findings. Possible findings include:

1. The proposed General Plan amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
2. The proposed General Plan amendment is/is not consistent with the land uses and zoning of nearby and adjoining properties.
3. The proposed General Plan amendment will/will not have a substantial adverse effect on surrounding property.
4. The affected site is/is not physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public services to accommodate any potential future uses, including all landscaping, loading areas, open spaces, parking areas, setbacks, buffering/screening, walls, fences, yards, and other required features.
5. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed general plan amendment on September 22, 2022. The minutes and motion from this meeting are as follows:

2.4) Public hearing and recommendation of Jeffrey Merchant's request for review of the All Seasons Assisted Living General Plan amendment on 1.52-acres of property located at 322 & 344 North 2375 West changing the designation from VLDRA (very low-density residential agriculture) to NC (neighborhood commercial).
Jacob presented information on the agenda item.

Kim Struthers clarified the code was amended due to General Plan changes and because the State Code changed how Cities could regulate Group Homes. Commissioner Everett stated this was not identified as Neighborhood Commercial when the General Plan was updated.

The applicant, Jeff Merchant, was present. He clarified a portico sharing a driveway and being vertical on the lot. He had a surveyor come out and draw up plans for the property and it did not meet the requirements to be a residential lot. He would like to have the ability to build the structure on the opposite side of the property, similar to the building adjacent to the vacant lot. He does not for-see more traffic issues with a new building being built. He feels he is a good neighbor, and his current business has not created issues. This building would replicate the building they own on the same property. The existing building is approximately 8,700 square feet. He would like to use the land for what it was originally approved for.

Commissioner Nielsen opened the public hearing. Commissioner Nielsen acknowledged there was one online comment from Diedre Clark that was opposed with the amendment.

Diedre Clark stated she is opposed to the amendment. She provided information on LDR areas from the City. She feels the current zoning is essential to the residents in keeping the area safe. The traffic is busy, and the kids don't cross where they should and there are not crossing guards for the middle school age kids. She knows the residents of the assisted living center are not a threat, but the employees, citizens, maintenance vehicles, etc. are all contributors to traffic. Business traffic will also be increasing to the area. The concept to the Beehive Home was to provide Senior Living Center to the neighborhood, which she supports, but changing the zone to fit the facility is not conducive to fit the neighborhood. She wants to keep the zoning laws as they were intended when they purchased their homes with the idea that they were in a residential area.

Tyler Bateman stated he has concerns with this zone change. The Beehive Home is currently empty. He is concerned about expansion of the current home. He is concerned about the selling of the Beehive Home. He does not find it in the best interest of the residents as purchasing the Beehive Home has been an issue. The proposal has expired, and Jeff, the applicant, purchased the property after the zone changed. The structure that was proposed was entirely different than what was built. Tyler stated the access off of 2300 West is affecting 300 North where there are already traffic issues. Once the zone is changes, he is concerned about his rights. He feels it is a good buffer to allow a non-conforming use

for Beehive Homes but allowing a new zone change will create issues if it passes as Neighborhood Commercial and will bring in unwarranted issues.

RaeLynn Bateman wanted to reiterate what Tyler said. She is not concerned as much with the zoning change, but once the change is made, businesses move, and her biggest concern is what might move into the building in the future. When she looked up neighborhood commercial, the hours were highly concerning. The property is surrounded by all residential and a park, and it could potentially have customers coming and going all hours and could have an impact on the residents. She has small children who attend the schools on 2300 West, and the traffic is already an issue with visibility. There is also a lot of parking along the road. She has had to ask people to move from her driveway so she could have access. Initially, with the first proposal, they were not going to add more parking. The Beehive Building is currently empty, and she believes this is just a marketing strategy. With a zone change, she feels this will open potential issues.

Doug Clark stated when the previous plans were considered they were a big part of the process. Lehi City is a lot more permissive than other Cities, and he is happy to hear a lot has changed because it guarantees safety in his neighborhood. He was happy to hear parking has been restricted.

Lane Adamson stated he is opposed to the zone change. He is happy ambulances haven't been around lately because Beehive currently is not housing anyone.

Rex Wilkin stated he is concerned the traffic in the neighborhood, and a four way stop has been installed. There are a lot of new homes that have been built that has contributed to the traffic. He has no problem with the Beehive home but is opposed to the zone change. The last three years there has been a significant increase in traffic.

(Inaudible) Hassleback stated the area is not zoned for the area and the traffic is horrific. She had concerns that the company wouldn’t be sold to a company that Jeff owns. She wanted to know what why the residents of Beehive Home were asked to leave, and if the new building would be an All Seasons home (locked down home). She would like some clarification with the plans.

Tyler Bateman wanted to say that the Beehive Home is not an issue and would like to see it stay. He wanted to clarify that as it is no one has complained, and it seems logical to leave it as it's use and as a commercial building.

Commissioner Nielsen closed public hearing.

The applicant stated they have never been a source of parking or traffic issues, with a few exceptions of holiday parties. They are looking at a general plan change, not a zone change, as it is currently being utilized. He is just asking to be given the opportunity to have a discussion if it is changes on the general plan later. He doesn't like the idea that the term Neighborhood Commercial is being used. He wanted to respond to Ms. Hassleback. The name was changed to All Seasons. It was closed explicitly due to staffing issues. They have maintained their Health Care License and have had offers to buy the building from other Health Care professionals. He understands traffic concerns and feels it is intercommunity traffic. Safety is not a huge concern with traffic from their buildings.

Commissioner Everett asked when the Living Assistant building will be back open. Mr. Merchant stated they have seen a slow shift to opening back up. COVID 19 staffing has been a huge issue and he is hoping to be up and running by mid-January 2023. Commissioner Jackson asked how many other facilities Mr. Merchant has. Mr. Merchant state he has one in West Jordan, and one is Cedar City.

Kim Struthers stated the applicant could request a variance for a residential lot, or a flag lot, but they would be separate application processes. He would still be able to apply for a group home, but it would be a conditional use. It would be a reasonable request with a variance, and a hearing officer would most likely take that into consideration. Commissioner Everett asked about a lot line adjustment instead of going to NC designation. Kim stated lots could be combined, but once a non-conforming use has been a year, the application expires. Commissioner Newall asked if they were able to build a home if there would be square footage and height requirements and brought up property rights and legal issues and other options from the applicant. Commissioner Jackson likes the idea of a development agreement where there is some control of what business goes in the NC. Commissioner Everett is not inclined to be in favor of NC, but to find another option for the community. Commissioner Ellis doesn’t know that NC is unreasonable, but doesn’t feel that it is

the answer, yet. He thinks the ability to do a development is an option. Kim stated it would have to be used as a home, and could be used as a youth home, with up to eight residents. Commissioner Nielsen stated this seems like it could create legal issues.

Motion: Commissioner Carlson moved to forward a negative recommendation of **Jeffrey Merchant's request for review of the All Seasons Assisted Living General Plan amendment on 1.52-acres of property located at 322 & 344 North 2375 West changing the designation from VLDRA (very low-density residential agriculture) to NC (neighborhood commercial),** revising it to be in compliance with the State Code; findings that the proposed GPA is not in conformance or consistent. Noting that staff evaluate other uses to the North property. Commissioner Everett seconded.

Vote: Commissioner Ellis, no; Commissioner Nielsen, no; Commissioner Jackson; Commissioner Newall, no; Commissioner Eyre, yes; Commissioner Everett, yes; Commissioner Carlson, yes. The motion failed.

Motion: Commissioner Ellis moved to send a positive recommendation of **Jeffrey Merchant's request for review of the All Seasons Assisted Living General Plan amendment on 1.52-acres of property located at 322 & 344 North 2375 West changing the designation from VLDRA (very low-density residential agriculture) to NC (neighborhood commercial);** including all DRC comments and findings stated in the report, providing Staff a list of possible alternatives of changing the General Plan Amendment, group home, changing possible Neighborhood Commercial, boundary line, and a development agreement. Commissioner Jackson seconded.

Vote: Commissioner Ellis, yes; Commissioner Nielsen, yes; Commissioner Jackson, yes; Commissioner Newall, yes; Commissioner Eyre, no; Commissioner Everett, no; Commissioner Carlson, no. The motion passed 4 - 3 with a positive recommendation.

All Seasons Assisted Living General Plan Amendment
DRC Redline Comments

*Jeffrey Merchant- requests review of the **All Seasons Assisted Living General Plan** amendment located at 322 & 344 North 2375 West changing the designation from VLDRA to NC.*

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: Tyler Parrish
Date of Plans Reviewed: 8/23/22
Time Start: 2:58 pm
Time End: 3:05 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg/Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Jacob – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:
1. The proposed NC designation for this area seems appropriate based on the location along major arterial (2300W) and collector (300N) roadways as well as the existing use of the property.
2. It would be helpful to have a map that outlines both properties together.

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON SEPTEMBER 22, 2022

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 58-2022

ORDINANCE AMENDING THE LAND USE ELEMENT OF THE LEHI CITY GENERAL PLAN AND THE GENERAL PLAN LAND USE MAP AT 322 & 344 NORTH 2375 WEST

WHEREAS, on October 11, 2022, following all necessary public hearings, the Lehi City Council adopted an amendment to the Lehi City General Plan which included the 2022 Land Use Element together with the Lehi City General Plan Land Use Map; and

WHEREAS, the Lehi City Planning Commission held a public hearing on September 22, 2022, to review and make a recommendation on the General Plan Amendment located at 322 & 344 North 2375 West changing the land use designation from Very Low Density Residential Agriculture (VLDRA) to Neighborhood Commercial (NC), as shown on Exhibit "A" and forwarded their recommendation to the City Council; and

WHEREAS, the City Council held a public meeting on October 11, 2022, pursuant to the requirements for amendment of the Land Use Element of the Lehi City General Plan and General Plan Land Use Map from Very Low Density Residential Agriculture (VLDRA) to Neighborhood Commercial (NC).

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF LEHI CITY, UTAH AS FOLLOWS:

PART 1:

The Land Use Element of the Lehi City General Plan and General Plan Land Use Map is hereby amended to change the subject property from VLDRA to NC. The total amendment will include 1.52-acres of property located at 322 & 344 North 2375 West, more specifically shown on Exhibit "A" attached hereto.

PART II:

If a provision of this Ordinance 58 -2022 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

A. This ordinance and its various section, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

B. The City Council hereby directs that the official copy of the Lehi City General Plan be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 11th day of October 2022.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

Exhibit A

49:717:0002:
LOT 2, PLAT C, PLATINUM FIELDS SUB AREA 0.690 AC.

49:717:0001:
LOT 1, PLAT C, PLATINUM FIELDS SUB AREA 0.828 AC.

Submittal Requirements

Description of the specific amendment to the General Plan which addresses the following issues.

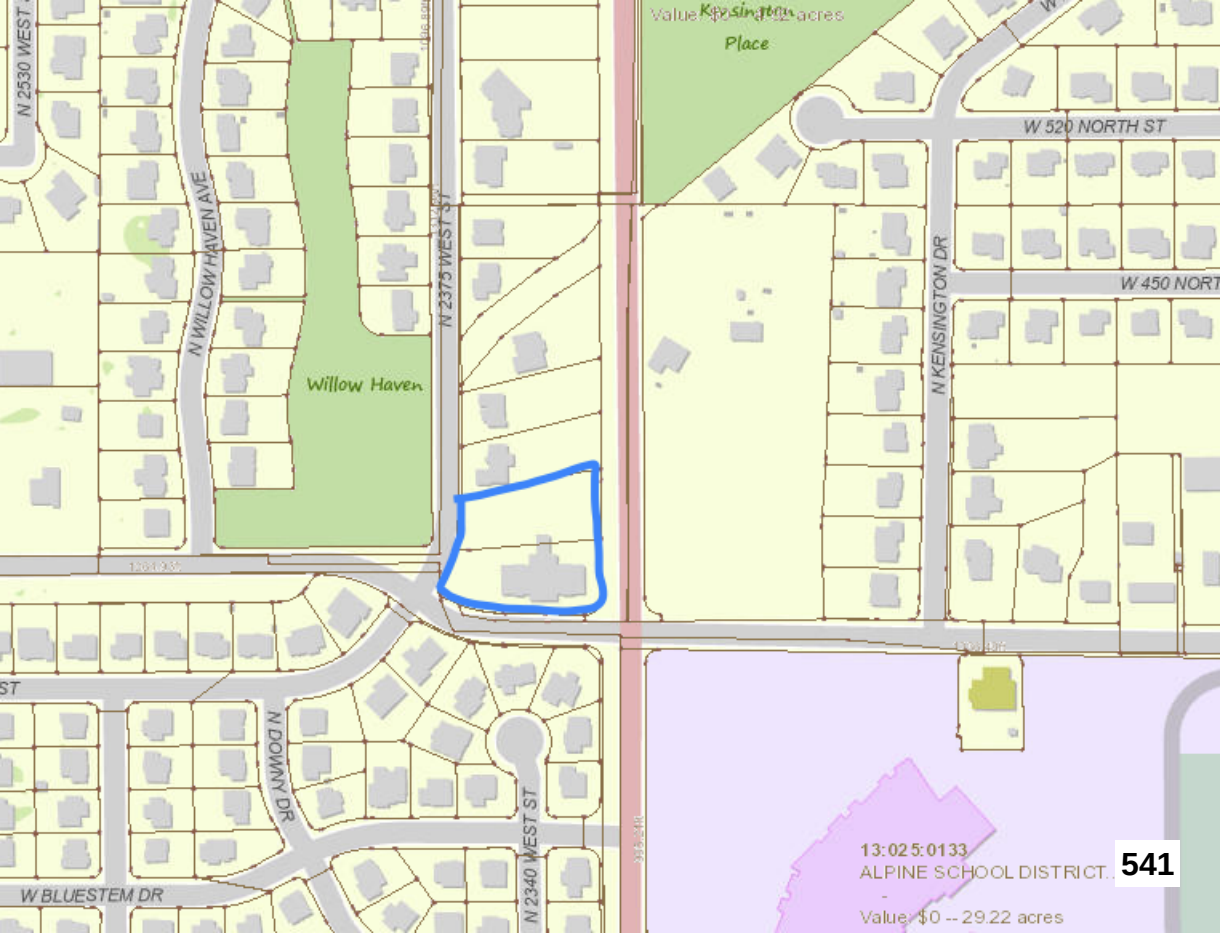
1.a. Reason and Justification: The reason for this application is to change the current general plan to account for the current use of two adjacent parcels. The parcels were both intended for small assisted living facilities. At the time of the original application, one building was constructed. The previous owner of the parcels chose not to build the second facility, but sold the property with the understanding that an existing conditional use permit had been approved for both properties. Currently, the existing building encroaches onto the second lot, and the second lot is too small to be sold as a separate residential partial due to setback and frontage issues.

1.b. Consistency of the Proposed Amendment: The two parcels are consistent with the general plan primarily because the plan was created (to the owner's knowledge) with the understanding that the assisted living home was already in operation, and already encroached on the adjacent parcel. There was no intention to stop the property from being used for its approved use. This amendment allows the property to be operated for the purpose originally approved for by the City.

1.c. Compatibility: The building and proposed additions are small assisted living homes. They are explicitly designed to fit within a residential area. These buildings are homes—large homes, but homes. They are not "apartment"-style assisted living homes with multiple floors. They are quiet and small; they are extremely therapeutic and supportive of the elderly population. They give people in the community that have long lived there the ability to continue living in the community instead of in commercial or busy areas. Further, no complaints have every been received by the owner from any resident regarding the current operations.

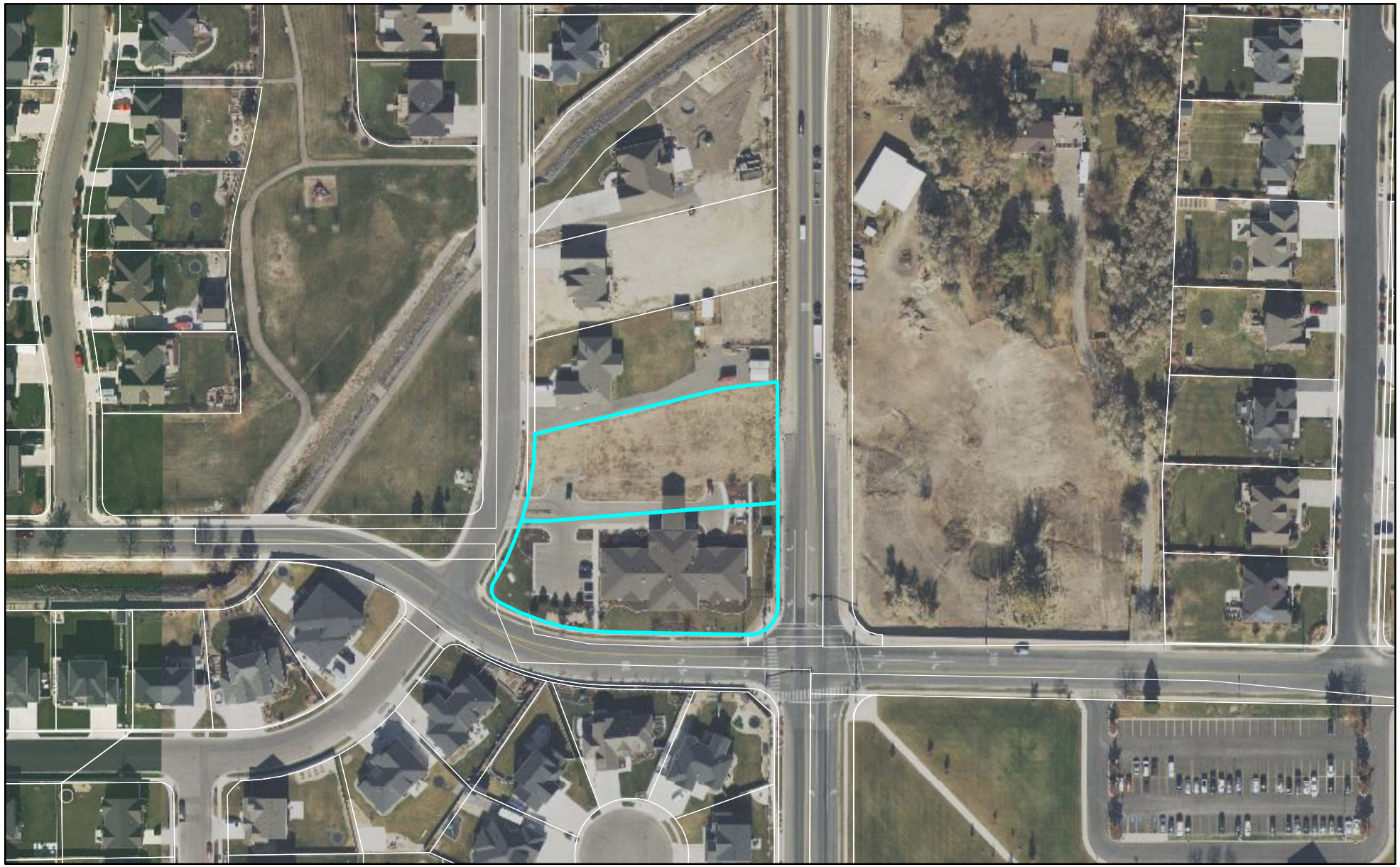
1.d. Changes to Character: This area will not change in character in any way. It will change the zoning to be consistent with the existing use.

1.e. Public Health, Safety, Welfare and Community Benefit: These small, intimate assisted living homes are a huge benefit to communities. Most elderly people do not want to live in large communities that are apartment-style living. They prefer residential living, and this type of facility integrates them into the community. They are able to go to church in the area (or have church come to them), they are able to have and meet neighbors that are of different ages, and they are able to stay in the neighborhoods in which they have lived.


N 2530 WEST
N WILLOW HAVEN AVE
N 2375 WEST ST
Willow Haven
Place
W 520 NORTH ST
W 450 NORT
N KENSINGTON DR
N DOWNY DR
N 2340 WEST ST
W BLUESTEM DR
13:025:0133
ALPINE SCHOOL DISTRICT
Value: $0 -- 29.22 acres
541

All Seasons Assisted Living General Plan Amendment

Aerial

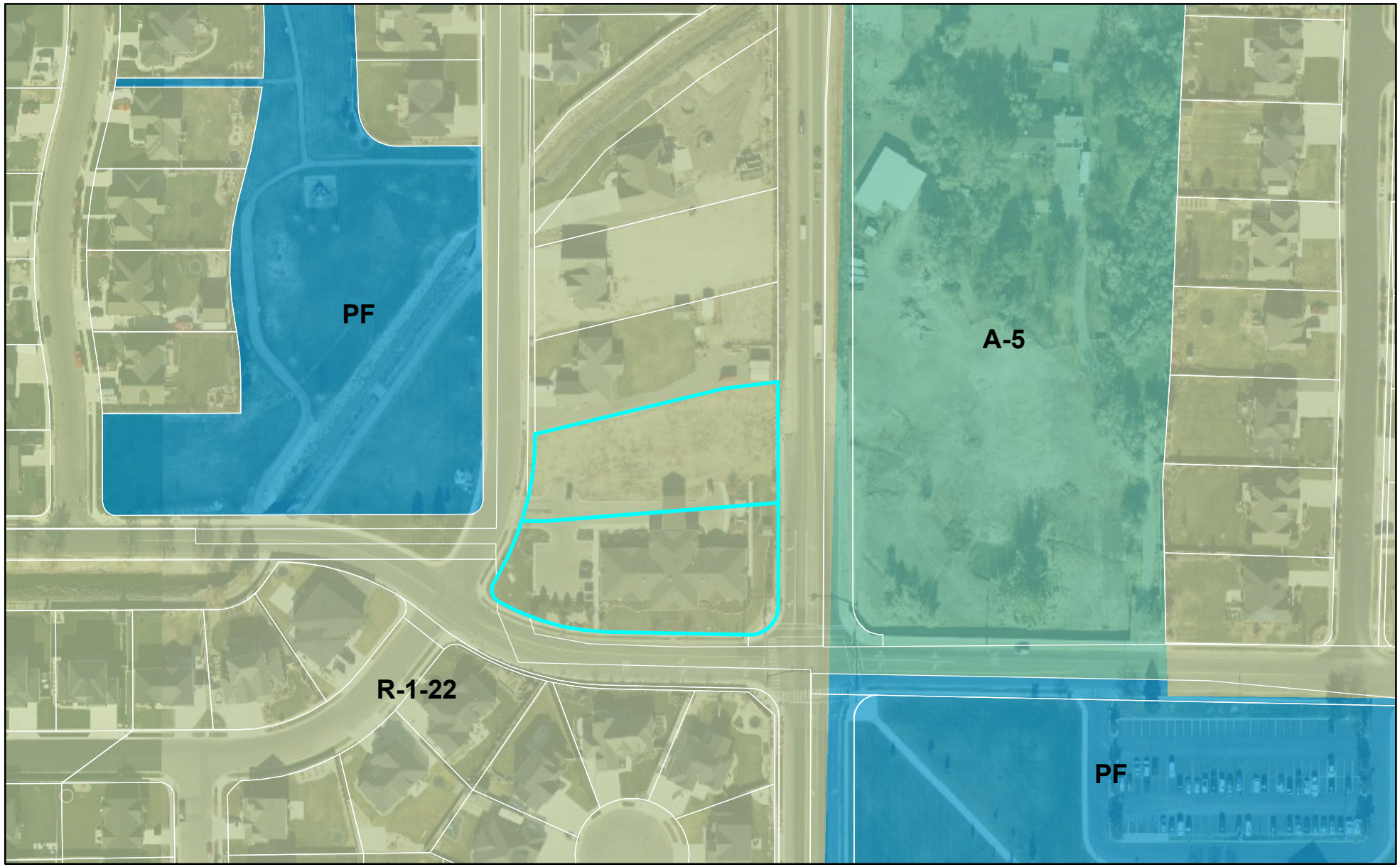


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LEHI CITY

All Seasons Assisted Living General Plan Amendment

Zoning

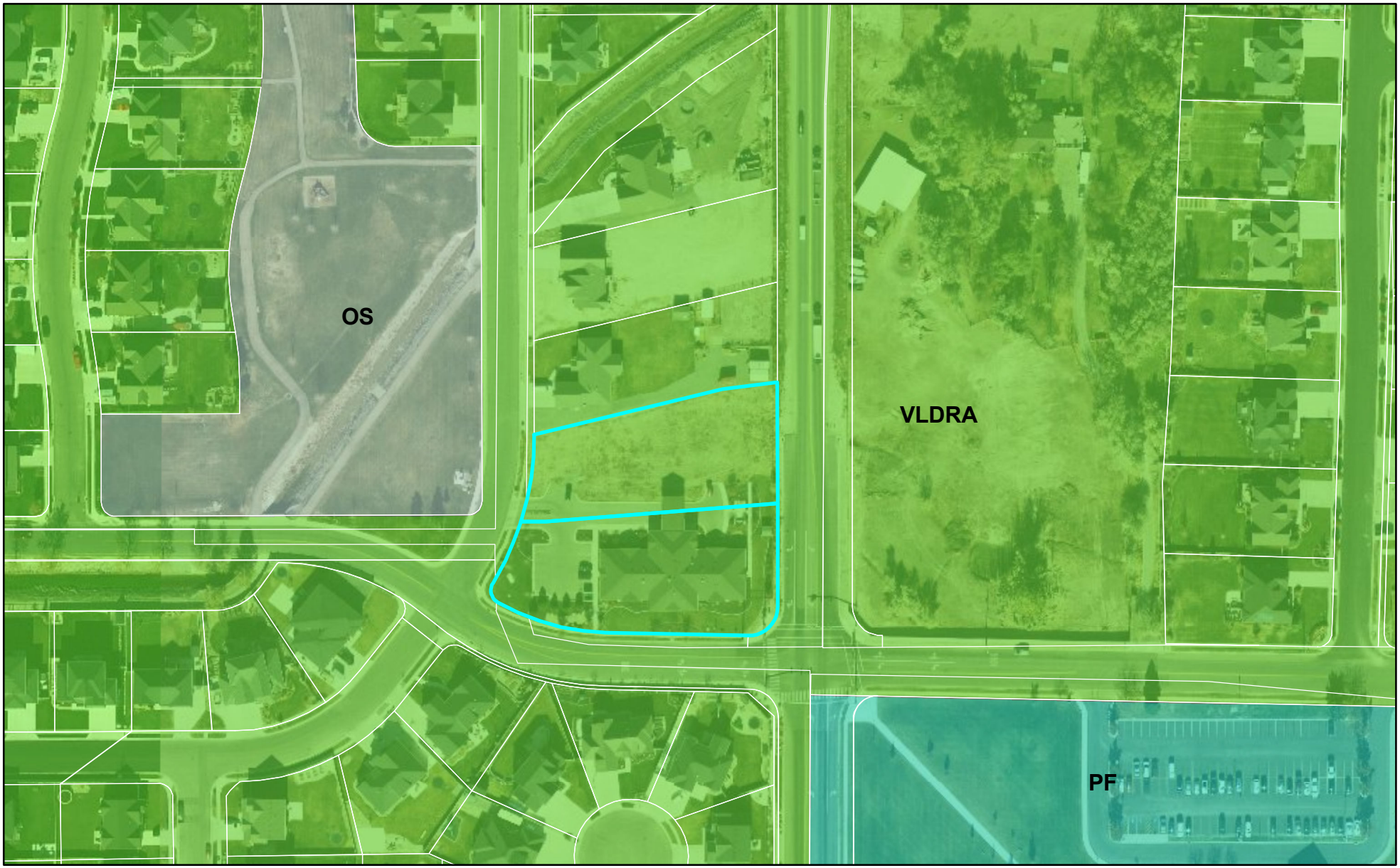


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LEHI CITY

All Seasons Assisted Living General Plan Amendment

General Plan



0 175 350 Feet

LEHI CITY

Agenda Item No: 8

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Jacob Curtis
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #59-2022, a Development Code Amendment to Chapters 11 and 37, clarifying site plan review requirements for projects in the Historic District.

Suggested Action:

Attachments:

CC Staff Report Ch 11 & 37 Development Code Amendment 10.11.22.docx

Chapters 11 & 37 Development Code DRC 9.7.22.docx

Ord 59-2022.docx

Ch 11 Edit.pdf

Ch 37 Edit.pdf

LEHI CITY DEVELOPMENT CODE AMENDMENT CHAPTER 11 & 37

CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	October 11, 2022
Requested Action/Purpose	Approval of a proposed amendment to the Lehi City Development Code
Date of DRC Review	September 7, 2022
Date of Planning Commission Review	September 22, 2022

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

REPORT ANALYSIS

The applicant requests approval of a proposed change to Chapters 11 and 37 of the Development Code to add that development projects in the Historic District shall receive review by the Historic Preservation Commission.

The proposed change comes from a request from Administration to ensure that both new projects and exterior renovations receive review from the Historic Preservation Commission. This additional review will assist in the implementation of the Historic District vision. The Historic Preservation Commission will be acting solely in an advisory role and the Planning Commission will retain the approval decision on commercial projects.

The DRC reviewed the proposed amendments and had no comments.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approve or deny the proposed development code amendment. Any motion should in-

clude findings. Possible findings include:

1. The proposed Development Code Amendment will/will not allow for additional participation in the plan review process.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed amendment on September 22, 2022. The minutes and motion from this meeting are as follows:

2.6) Public hearing and recommendation of Lehi City's request for review of Development Code amendments to Chapters 11 and 37, clarifying site plan review requirements for projects in the Historic District.
Jacob presented information on the agenda item.

Commissioner Nielsen opened the public hearing.

Commissioner Nielsen closed the public hearing.

> **Motion:** Commissioner Everett moved to recommend approval **Lehi City's request for review of Development Code amendments to Chapters 11 and 37, clarifying site plan review requirements for projects in the Historic District** with the purpose of preserving our Historic code and with the findings stated in the report. Commissioner Jackson seconded.
>
> **Vote:** Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Nielsen, yes; Commissioner Newall, Yes; Commissioner Carlson, yes. The motion passed unanimously.

Chapter 11 and 37 DC
DRC Redline Comments

Lehi City- requests review of Development Code amendments to Chapters 11 and 37, clarifying site plan review requirements for projects in the Historic District.

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present: None
Date of Plans Reviewed: 8/25/22
Time Start: 2:42 pm
Time End: 2:43 pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg/Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Jacob – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning: No comments

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON SEPTEMBER 22, 2022

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 59-2022

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTERS 11 AND 37

WHEREAS, it has become necessary to amend Chapters 11 and 37 of the Lehi City Development Code, updating the process of review for site plans in the Historic District; and

WHEREAS, this amendment seeks to allow the Historic Preservation Committee to review site plans in an advisory role for projects in the Historic District; and

WHEREAS, following a public hearing on September 22, 2022, the Lehi City Planning Commission reviewed the proposed revisions and forwarded a positive recommendation to the City Council; and

WHEREAS, on October 11, 2022, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of September 22, 2022, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapters 11 & 37 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

Chapters 11 and 37 of the Lehi City Development Code are hereby amended.

PART II:

A. If a provision of this Ordinance 59 -2022 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 11th day of October 2022.

ATTEST

_____ _____

Mark Johnson, Mayor Teisha Wilson, City Recorder

cepting responsibility for all surface and subsurface drainage that is directed into channels owned by the agency;

5. a written statement from the appropriate agency such as irrigation companies and private land owners, regarding the effect of the proposed subdivision on any irrigation channels or ditches, and any piping or other mitigation required;

6. a letter from the Army Corp of Engineers regarding any wetland areas within the boundaries of the proposed plat;

7. if the site plan is proposed as a PUD, an application for a PUD providing detailed information regarding proposed features including building elevations, materials, and amenities;

8. where required, three copies of the California bearing ratio test results;

9. prepared easements for any necessary offsite water, sewer, or drainage easements across privately owned land, and for temporary turnarounds;

10. any deeds or boundary line agreements necessary for approval of the site plan;

11. any required UDOT approvals for access;

12. an engineer's estimate of costs for construction of all required public improvements;

13. a preliminary title report covering all the property located within the site plan, prepared or updated within 30 days of the date of the site plan approval;

14. a final copy of any restrictive covenants, reservations, or private easements;

15. a letter from the Utah County Health Department regarding any proposed septic tanks or leach fields;

16. prior to issuance of a building permit, staking of the new property line adjacent to existing roads; and

17. other information required by the Reviewing Departments, Commission, or City Council necessary to evaluate the merits of the proposed site plan.

Section 11.240. Site Plan Approval Process.
(Amended 5/22/01; 08/13/02; 11/09/04)
The review and approval process for a site plan shall be as follows:

A. Permitted Uses.

1. Site plans associated with a permitted use and with a total valuation, including building and all associated site improvements, of less than $500,000 require review and approval by the Zoning Administrator and Public Works Director. The Zoning Administrator or the Public Works Director may request that the approval of a site plan be forwarded to the Planning Commission following a Reviewing Departments review, if they determine a project is likely to have a significant impact on traffic, environmental quality, lighting, compatibility of uses, or the health, safety, or general welfare of the surrounding properties, property values, or residents.

2. Site plans associated with a permitted use and with a total valuation, including building and all associated improvements, of $500,000 or more require approval by the Planning Commission, following a review by the Reviewing Departments. The Planning Commission may require that the approval of a site plan be forwarded to the City Council if they determine a project is likely to have a significant impact on traffic, environmental quality, lighting, compatibility of uses, or the health, safety, or general welfare of the surrounding properties, property values, or residents. The Planning Commission and or City Council may hold a public hearing on any project likely to have a significant impact on the surrounding property, values, or residents.

B. Conditional Uses. The approval process for Site Plans associated with a Conditional Use shall be the same as that required for the issuance of a Conditional Use Permit as outlined in Section 09.020, including review by the Reviewing Departments and approval by the Planning Commission following a public hearing.

C. All new development projects or exterior renovations to existing buildings located within the boundaries of the Historic District shall receive additional review by the Historic Preservation Commission. The Commission, acting in an advisory role, provides input to assist in the implementation of the vision of the Historic District. If input from the Commission is provided, it shall be submitted prior to final review and approval.

a. Purpose and Vision:

i. The purpose of the Historic District is to create a vibrant and walkable downtown center of Lehi with housing, offices, retail, restaurants, entertainment uses, and municipal buildings. The Historic District is designated as along Main Street from 500 West to 500 East, or along State Street from Center Street to 400 East.

ii. The built environment of the Historic District is envisioned to preserve and build on the existing historic commercial buildings by orienting new buildings to the public sidewalks, providing quality outdoor public gathering spaces, engaging the street with outdoor dining and sidewalk sales, and incorporating municipal buildings. The architecture is envisioned to include a traditional style with ornamental features, brick, awnings, and large panes of glass facing the public street. The Historic District is intended to provide opportunities to live, work, play, and visit in a unique and inviting atmosphere. The mixture of uses may require a shared and off-site parking, and parking may ultimately be provided by a future public parking structure.

~~ii.~~ iii. All new development projects or exterior renovations to existing buildings located within the boundaries of the Historic District shall receive additional review by the Historic Preservation Commission. The Commission, acting in an advisory role, provides input to assist in the implementation of the vision of the Historic District. If input from the Commission is provided, it shall be submitted prior to final review and approval.

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b. Architectural standards. New developments in the Historic District shall comply with the following architectural standards:

i. Street transparency:

1. The facades facing street frontages shall include large clear glass windows on the street level with smaller windows allowed on the upper floors. Opaque, heavily tinted, or reflective glass is inappropriate, and shall not be used. When glass is tinted, it shall allow for a minimum 60 percent light to pass through into the building.

2. A minimum of 50 percent of the facade area on the first floor facing Main Street and State Street shall consist of glass (see Figure 2).

3. A minimum of 40 percent of the facade area on the first floor facing other public streets and walkways shall consist of glass.



37-3 Historic District Design Standards

Agenda Item No: 9

City Council Agenda Item Report

Meeting Date: October 11, 2022
Submitted By: Brittney Harris
Submitting Department: Planning Division
Item Type: Ordinance
Agenda Section: Regular Agenda

Subject:
Consideration of Ordinance #60-2022, a Development Code Amendment to the Lehi City Development Code Section 21.080, Mobile Food Vendors.

Suggested Action:

Attachments:

CC Staff Report Ch 21 Dev Code Amendment- Mobile Food Vendors 10.11.22.docx

Development Code Section 21.080 Mobile Food Vendors DRC 8.31.22.docx

Ord 60-2022.docx

Development Code Amendment Ch21 food truck licensing.pdf

CHAPTER 21 DEVELOPMENT CODE AMENDMENT
MOBILE FOOD VENDORS
CITY COUNCIL REPORT

Applicant	Lehi City
Meeting Date	October 13, 2022
Requested Action/Purpose	Approval of proposed amendments to the Lehi City Development Code
Decision Type	Legislative
Date of DRC Review	August 31, 2022
Date of Planning Commission Review	September 22, 2022

REQUIRED ACTION

Planning Commission	Review and recommendation
City Council	Final approval

APPLICABLE DEVELOPMENT CODE REGULATIONS

Section 04.060. Criteria for Approval.
No amendment to this Code, or the Zoning District Map(s), may be recommended for approval by the Commission nor approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Code amendment, or Zoning District Map(s) amendment, the applicant shall identify, and the City Staff, DRC, Commission, and the City Council may consider the following factors, among others:

1. The effect of the proposed amendment on the character of the surrounding area;
2. Consistency with the goals and policies of the General Plan.
3. Consistency and Compatibility of the proposed zone with the General Plan land uses of nearby and adjoining properties.
4. The suitability of the properties for the uses requested and their suitability for the existing uses identified by the General Plan;
5. Whether a change in the uses allowed for the affected properties will unduly affect the uses, or proposed uses for nearby and adjoining properties;
6. The gain to the public health, safety and welfare from the existing classification to the proposed amendment; and
7. The overall community benefit of the proposed amendment.

STATE CODE REGULATIONS

Effective 5/4/2022
11-56-103. Licensing -- Reciprocity -- Fees.

(1) (a) Subject to the provisions of this chapter, a political subdivision may require a food truck business to obtain a business license if the food truck business does not hold a current business license in good standing from another political subdivision in the state.

(b) A political subdivision may only charge a licensing fee to a food truck business in an amount that reimburses the political subdivision for the actual cost of processing the business license.

(2) A political subdivision may not:

(a) require a food truck business to:

(i) obtain a separate business license beyond the initial business license described in Subsection (1)(a);

(ii) pay a fee other than the fee for the initial business license described in Subsection (1); or

(iii) pay a fee for each employee the food truck business employs;

(b) as a condition of a food truck business obtaining a business license under Subsection (1):

(i) require a food truck operator or food truck vendor to submit to or offer evidence of a criminal background check, except as provided in Subsection (5); or

(ii) require a food truck operator to demonstrate how the operation of the food truck business will comply with a land use or zoning ordinance at the time the food truck business applies for the business license; or

(c) regulate or restrict the size of a food truck operated by a food truck business.

(3) (a) A political subdivision shall recognize as valid within the political subdivision the business license of a food truck business obtained in another political subdivision within the state, if the business license is current and in good standing.

(b) Notwithstanding Subsection (3)(a), a political subdivision is not required to recognize as valid the business license of a food truck business issued in another political subdivision within the state if the food truck business does not have the following for each food truck that the food truck business operates:

(i) a current health department food truck permit from a local health department within the state; and

(ii) a current approval of a political subdivision within the state that shows that the food truck passed a fire safety inspection that the other political subdivision conducted in accordance with Subsection 11-56-104(3)(a).

(4) Nothing in this section prevents a political subdivision from:

(a) requiring a food truck business to comply with local zoning and land use regulations to the extent that the regulations do not conflict with this chapter;

(b) promulgating local ordinances and regulations consistent with this section that address how and where a food truck may operate within the political subdivision;

(c) requiring a food truck business to obtain an event permit in accordance with Section 11-56-105; or

(d) requiring a food truck business to keep a copy of the following in each food truck operated by the food truck business:

(i) a valid business license for the food truck business, as described in this section, whether issued by the political subdivision or another political subdivision;

(ii) a valid health department food truck permit, as described in Section 11-56-104, whether issued by a local health department or another health department; or

(iii) evidence of passing a fire safety inspection, as described in Section 11-56-104, whether conducted by the political subdivision or another political subdivision.

(5) As a condition of obtaining and maintaining in good standing an initial business license as described in Subsection (1)(a), a political subdivision may require a food truck business that operates one or more ice cream trucks to submit to or offer evidence of an annual criminal background check for each employee of the food truck business that operates or will operate an ice cream truck.

REPORT ANALYSIS

The applicant requests approval of a Development Code Amendment to Chapter 21 Temporary Uses. The proposed amendment impacts mobile food vendors and allows them to present a valid business license from another political subdivision to operate within Lehi.

This amendment brings the Lehi City Development Code into compliance with the State Code Amendment approved this

year.

The DRC had one redline comment to reword for added clarity.

POSSIBLE MOTIONS AND FINDINGS

The City Council may approval or denial of the proposed amendments to the Lehi City Development Code. Any motion should include findings. Possible findings include:

1. The proposed Development Code Amendment will bring this section of the Code into compliance with State Code requirements.
2. The proposed Development Code amendment is/is not in conformance with the purposes, intent, and provisions of the General Plan and its various elements.
3. Additional findings based upon information presented during the public hearing.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission reviewed the proposed Development Code Amendment at their September 22, 2022 meeting. The minutes and motion from that meeting follow:

2.5) Public hearing and recommendation of Lehi City's request for review of an amendment to Lehi City Development Code Section 21.080, Mobile Food Vendors, revising it to be in compliance with the State Code. Jacob presented information on the agenda item.

Commissioner Nielsen opened the public hearing.

Commissioner Nielsen closed the public hearing.

> **Motion**: Commissioner Everett moved to recommend approval **of Lehi City's request for review of an amendment to Lehi City Development Code Section 21.080, Mobile Food Vendors, revising it to be in compliance with the State Code; including all DRC comments and findings stated in the report.** Commissioner Eyre seconded.
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> **Vote:** Commissioner Ellis, yes; Commissioner Everett, yes; Commissioner Eyre, yes; Commissioner Nielsen, yes; Commissioner Newall, Yes; Commissioner Carlson, yes. The motion passed unanimously.

Lehi City Development Code Section 21.080
DRC Redline Comments

Lehi City – requests review of an amendment to the Lehi City Development Code Section 21.080, Mobile Food Vendors.

DRC Members Present: Glade Kirkham, Garion Rowett, Greg Allred, Ryan Allred, Jacob Hernandez, Kim Struthers, Gary Smith, Ross Dinsdale, Trent Dyer
Representatives of the Applicant Present:
Date of Plans Reviewed:
Time Start: 1:42pm
Time End: 1:43pm

DRC REDLINE COMMENTS:
Glade – Power: No comments
Garion – Fire: No comments
Greg/Ryan – Water/Sewer: No comments
Trent – Parks: No comments
Gary – Building/Inspections: No comments
Jacob – Public Works: No comments
Ross – Engineering: No comments
Kim – Planning:
1. Reword to "if a food truck operator has obtained a business license to operate a food truck in another political subdivision within the State. The food truck operator shall present to the City:"

THIS ITEM WILL BE SCHEDULED FOR PLANNING COMMISSION ON SEPTEMBER 22, 2022

Note: This list of corrections and deficiencies should not be considered as an all-inclusive or final list. The items listed need to be corrected and resolved and a new set of information submitted for review by the DRC. Further corrections and deficiencies may still be noted as the DRC further reviews the resubmitted information.

ORDINANCE NO: 60-2022

AN ORDINANCE AMENDING THE LEHI CITY DEVELOPMENT CODE, CHAPTER 21, MOBILE FOOD VENDORS

WHEREAS, it has become necessary to amend Chapter 21 of the Lehi City Development Code, bringing it into compliance with recent State Code changes regarding mobile food vendors; and

WHEREAS, this amendment changes the requirement for food vendors to only obtain a business license from one political subdivision; and

WHEREAS, following a public hearing on September 22, 2022, the Lehi City Planning Commission reviewed the proposed amendment and forwarded a positive recommendation to the City Council; and

WHEREAS, on October 11, 2022, the City Council held a duly noticed meeting to receive public comment and ascertain the facts regarding this matter, which facts and comments are found in the hearing record and which include the staff report, minutes from the Planning Commission meeting of September 22, 2022, and the positive recommendation of the Planning Commission; and,

WHEREAS, after considering the facts and comments presented to the Municipal Council, the Council finds: Chapter 21 of the Lehi City Development Code should be amended; and such action furthers the health, safety, and welfare of the citizens of Lehi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Lehi City, Utah as follows:

PART I:

Chapter 21 of the Lehi City Development Code is hereby amended.

PART II:

A. If a provision of this Ordinance 60 -2022 conflicts with a provision of a previously adopted ordinance concerning the same title, chapter, and/or section number amended herein, the provision in this Ordinance shall prevail.

B. This ordinance and its various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid, the remainder shall not be affected thereby.

C. The City Council hereby directs that the official copy of the Lehi City Code be

updated to reflect the provisions enacted by this Ordinance.

D. This Ordinance shall take effect immediately after being posted or published as required by law.

Approved and Adopted by the City Council of Lehi City this 11th day of October 2022.

ATTEST

_____	_____
Mark Johnson, Mayor	Teisha Wilson, City Recorder

K. Requirement that the approval of the temporary use permit is contingent upon compliance with applicable provisions of other ordinances.

L. Such other conditions which will ensure the operation of the proposed temporary use in an orderly and efficient manner and in accord with the intent and purpose of this Code.

Section 21.080. Food Truck Licensing and Regulation. *(New 05/13/14; Amended 08/26/14, 4/10/18, 2/23/21)*

A. Purpose and Intent**.** The operation of food trucks poses certain challenges to the public health, safety and welfare. It is the purpose and intent of this Chapter to provide clear and concise regulations, to comply with Utah Code Ann. 11-56-101 et seq., to prevent hazards to safety, traffic, and health, and to preserve the peace, order, and welfare of the community.

B. Definitions. As used in this section:

1. "Event permit" means a permit that Lehi City issues to the organizer of a public food truck event located on public property.

2. "Food cart" means a cart that is not motorized and that a vendor, standing outside the frame of the cart, uses to prepare, sell, or serve food or beverages for immediate human consumption.

3. "Food truck" means a fully encased food service establishment on a motor vehicle or on a trailer that a motor vehicle pulls to transport and from which a food truck vendor, standing within the frame of the vehicle, prepares, cooks, sells, or serves food or beverages for immediate human consumption. "Food truck" does not include a food cart or an ice cream truck.

4. "Food truck event" means an event where an individual has ordered or commissioned the operation of a food truck at a private or public gathering.

5. "Food truck operator" means a person who owns, manages, or controls, or who has the duty to manage or control, the operation of a food truck.

6. "Food truck vendor" means a person who sells, cooks, or serves food or beverages from a food truck.

C. Business License Application; Inspections**.**

1. Application to operate a food truck in Lehi City shall follow the requirements set forth in Title 4 of the Lehi City Municipal Code.

2. Each food truck operator applying for a business license or renewal shall submit with the application:

(a) a valid annual fire safety inspection form from a Utah Fire Department for each food truck intended to be operated in the City, and

(b) a valid annual health department food truck permit from the local health department with jurisdiction over the area in which the majority of the food truck's operations takes place.

3. No separate license or fee is required beyond the initial business license and fee for the operation of a food truck in more than one location or on more than one day within the City in the same calendar year.

4. In accordance with Utah State Code Section 11-56-103, ~~T~~the City shall not require ~~grant~~ a Lehi City business license to operate a food truck within the City if~~to~~ a food truck operator ~~who~~ has obtained a business license to operate a food truck in another political subdivision within the state if the food truck operator presents to the City:

(a) a current business license from the other political subdivision;

(b) a current health department food truck permit from a local health department within the state; and

(c) a current approval of a political subdivision within the state that shows that the food truck passed a fire safety inspection that the other political subdivision conducted in accordance with Utah Code Ann. 11-56-104(4)(a).

5. When the Lehi City Fire Department inspects a food truck for fire safety, the inspection shall be based on the criteria that the Utah Fire Prevention Board establishes in accordance with Utah Code Section 53-7-204. The City may revoke its approval of another political subdivision's fire