

MASTER RESOLUTION

OF

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

AS ISSUER

DATED AS OF

_____, 2024

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MASTER RESOLUTION

WHEREAS, San Juan County, Utah (the “County”), has previously authorized and directed the creation of the Local Building Authority of San Juan County, Utah (the “Authority”), pursuant to the provisions of a Resolution (the “Creating Resolution”); and

WHEREAS, pursuant to the direction of the County Commission of the County (the “County Commission”) contained in the Creating Resolution, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the constitution and laws of the State of Utah, including, in particular, the provisions of the Utah Revised Nonprofit Corporations Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Nonprofit Corporation Act”) and the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “Utah Local Building Authority Act” and collectively with the Nonprofit Corporation Act, the “Acts”); and

WHEREAS, under the Articles of Incorporation of the Authority (the “Articles”) the objects and purposes for which the Authority has been founded and incorporated are to acquire, improve or extend one or more projects and to finance their cost on behalf of the County in accordance with the procedures and subject to the limitations of the Acts in order to accomplish the public purposes for which the County exists; and

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

WHEREAS, the County and the Authority desire to finance the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements (the “Project”); and

WHEREAS, the Authority now desires to finance such Project through the issuance of its Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”); and

WHEREAS, pursuant to a Lease Agreement between the Authority, as Lessor, and the County (the “Lease”), the County will lease, as lessee, the Project from the Authority on an annually renewable basis; and

WHEREAS, the County owns the land on which the Project is to be constructed and pursuant to a Ground Lease Agreement between the County, as Lessor, and the Authority, as Lessee, the Authority will lease the Project Site (as defined herein) from the County; and

WHEREAS, under the provisions of a Resolution of the County adopted on May 21, 2024 (the “County Resolution”), the County Commission has authorized and approved the execution of the Lease and Ground Lease and has authorized and approved certain actions to be taken by the Authority in connection with the financing of the Project, including the adoption of this Master Resolution and the issuance of the Series 2024 Bonds; and

WHEREAS, pursuant to the provisions of a Resolution adopted on May 21, 2024 (the “Authority Resolution”), the Governing Board of the Authority (the “Governing Board”) has authorized, approved and directed the execution of the Lease and Ground Lease, and has authorized and approved certain actions to be taken by the Authority in connection with the financing of the Project, including the adoption of this Master Resolution and the issuance of the Series 2024 Bonds hereunder; and

WHEREAS, it has been determined by the County and the Authority that the estimated amount necessary to finance the Project and the necessary expenses incidental thereto, including the cost of issuing the Series 2024 Bonds, will require the issuance, sale and delivery of the Series 2024 Bonds in the total principal amount of \$21,366,0000 bearing interest at the rate of 2.0% per annum as hereinafter provided; and

WHEREAS, in addition the Authority has obtained a grant authorization for the Project from the Community Impact Board in the amount of \$4,689,695; and

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

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

WHEREAS, the Series 2024 Bonds shall be issued in registered form in substantially the form set forth in Exhibit A-1 attached hereto if issued as State Bond, and in substantially the form set forth in Exhibit A-2 attached hereto if issued as Exchange Bonds, with appropriate variations, omissions and insertions as permitted or required by this Master Resolution; and

WHEREAS, all things necessary to make the Bonds when executed by the Authority and issued as in this Master Resolution provided, the valid, binding and legal

obligations of the Authority according to the import thereof, and to constitute this Master Resolution a valid assignment and pledge of the amounts pledged to the payment of the principal of and premium, if any, and interest, if any, on the Bonds, and to constitute this Master Resolution a valid assignment of (i) the rights of the Authority with respect to the Project under the Lease (except the rights of the Authority under Sections 6.3(d), 13.3 and 14.5 of the Lease) and (ii) the rights of the County with respect to the Project have been done and performed and the creation, execution and delivery of this Master Resolution, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, be it resolved by the Governing Board of the Local Building Authority of San Juan County, Utah as follows:

DEFINITIONS

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

“Additional Rentals” shall have the meaning attributed to it in the Lease.

“Assignment of Ground Lease” means the Assignment of Ground Lease of even date herewith by which the Authority assigns its interest in the Project to the Community Impact Board.

“Authority” means the Local Building Authority of San Juan County, Utah.

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

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

“Bondholder” or “Registered Owner” means the person or persons in whose name or names a Bond shall be registered on the books of the Authority kept for that purpose in accordance with provisions of this Master Resolution.

“Bond” or “Bonds” means the Series 2024 Bonds of the Authority authorized herein and any Refunding Bonds and Additional Bonds issued pursuant to Sections 3.8 and 3.9, respectively.

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

“County” means San Juan County, Utah.

“County Funds” shall have the meaning attributed to it in the Lease.

“Escrow Fund” means the escrow fund created and administered under the Escrow Agreement by the Escrow Agent.

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

“Escrow Agreement” means the Escrow Agreement, by and among the Authority, the Community Impact Board, and the Escrow Agent.

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

“Event of Non-appropriation” shall have the meaning attributed to it in the Lease.

“Exchange Bonds” means the fully registered Series 2024 Bonds issued in substantially the appropriate form set forth in Exhibit A-2, in exchange for the State Bond representing the Series 2024 Bonds or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Government Obligations” means solely one or more of the following:

- (a) State and Local Government Series issued by the United States Treasury (“SLGS”);
- (b) United States Treasury bills, notes and bonds, as traded on the open market; and
- (c) Zero Coupon United States Treasury Bonds.

“Ground Lease” means the Ground Lease Agreement dated as of _____, 2024, between the Authority, as lessee, and the County, as lessor, and any amendments and supplements thereto.

“Investment Obligations” shall mean any investment permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, with an appropriate market value and of an appropriate maturity.

“Lease” means the Lease Agreement dated as of _____, 2024, between the Authority, as lessor, and the County, as lessee, and any amendments and supplements thereto.

“Leasehold Deed of Trust, Assignment of Rents and Security Agreement” means the Leasehold Deed of Trust, Assignment of Rents and Security Agreement of even date herewith under which the Project and Project Site are pledged as security for the Series 2024 Bonds.

“Original Issue Date” means the date on which the Series 2024 Bonds are issued and delivered in exchange for the purchase price thereof.

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

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds for the payment or redemption of which cash funds shall have been theretofore deposited with a trustee (whether upon or prior to the maturity or redemption

date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given;

(c) Bonds in lieu of which others have been executed under Sections 3.3, 3.4, 3.6, 3.8, 3.9, and 4.5 hereof; and

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

“Paying Agent” with respect to the Series 2024 Bonds means the Secretary of the Authority, and his/her successors.

“Principal Payment Date” means each October 1 commencing October 1, 2025.

“Project” means the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements located in the County, as more fully described in Exhibit B.

“Project Site” means real property, as more fully described in Exhibit B hereof, upon which the Project is located and the acquisition of a leasehold interest in the Project site leased by the Authority, as lessee, from the County, as lessor, under the Ground Lease.

“Registrar” with respect to the Series 2024 Bonds means the Secretary of the Authority, and his/her successors.

“Reserve Fund Requirement” means, with respect to the Series 2024 Bonds, the maximum annual debt service on the Series 2024 Bonds (i.e., \$954,680), which amount shall be built up, pursuant to the terms of the Lease and this Master Resolution, in six annual installments of \$159,115 beginning on October 1, 2026, as provided herein.

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

“Series 2024 Bond” or “Series 2024 Bonds” means the Authority's Lease Revenue Bonds, Series 2024 issued in the aggregate principal amount of \$21,366,0000 bearing interest at the rate of 2.0% per annum.

“State Bond” or “State Bonds” means the single fully registered Series 2024 Bond issued in substantially the form set forth in Exhibit A-1.

“Subordination Agreement” shall have the meaning attributed to it in the Lease.

THE SERIES 2024 BONDS

Section II.1. Authorized Amount of Bonds. No Series 2024 Bonds may be issued under the provisions of this Master Resolution except in accordance with this Article. The total principal amount of Series 2024 Bonds that may be issued is hereby expressly limited to \$21,366,0000, except as provided in Sections 3.3, 3.4, 3.7, 3.8, 3.9 and 4.5 hereof.

Section II.2. Issuance of Series 2024 Bonds. For purposes of (i) financing all or a portion of the cost of the Project, and (ii) paying costs of issuing the Series 2024 Bonds, the Authority hereby authorizes the issuance of its Series 2024 Bonds in the principal amount of \$21,366,0000. The Series 2024 Bonds shall be designated as, and shall be distinguished from bonds of all other series by the title, the “Local Building Authority of San Juan County, Utah Lease Revenue Bond, Series 2024”. The Series 2024 Bonds shall be issued (i) if issued as a State Bond, in substantially the form set forth in Exhibit A-1 and (ii) if issued as Exchange Bonds, in substantially the form set forth in Exhibit A-2, in fully registered form, shall bear interest at the rate of 2.0% per annum and shall be payable as specified herein. If issued as Exchange Bonds, the Series 2024 Bonds shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2024 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar.

If any principal and/or interest on the Series 2024 Bonds is not paid when due and payable, the Authority shall pay interest on the delinquent amount at the rate of eighteen percent (18%) per annum from said due date until paid.

The Series 2024 Bonds shall be dated the Original Issue Date and shall be paid as provided in this Section 2.2. The Series 2024 Bonds shall be initially issued as one fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2024 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.

So long as the Community Impact Board is the Registered Owner of the State Bonds, payments of principal of the Series 2024 Bonds shall be made by check or draft and mailed to the Community Impact Board as the Registered Owner at the address shown on the registration books maintained by the Registrar and the Community Impact Board, by its Chairman or his designee, shall endorse such payments upon the Series 2024 Bonds.

Interest at the rate of 2.0% per annum on the Series 2024 Bonds shall begin to accrue on October 1, 2025, and the first payment of interest to be paid on October 1, 2026. Principal, together with accrued but unpaid interest, shall be payable in registered installments beginning October 1, 2026, and each October 1 thereafter in each of the years and in the amounts as set forth in the following Repayment Schedule:

<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>	<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>
2026	\$527,000	2041	\$709,000
2027	537,000	2042	723,000
2028	548,000	2043	737,000
2029	559,000	2044	752,000
2030	570,000	2045	767,000
2031	582,000	2046	783,000
2032	593,000	2047	798,000
2033	605,000	2048	814,000
2034	617,000	2049	831,000
2035	629,000	2050	847,000
2036	642,000	2051	864,000
2037	655,000	2052	881,000
2038	668,000	2053	899,000
2039	682,000	2054	917,000
2040	695,000	2055	935,000

EXECUTION, AUTHENTICATION, DELIVERY, EXCHANGE AND
REGISTRATION OF SERIES 2024 BONDS

Section III.1. Execution; Limited Obligation. The Series 2024 Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of the Chair of its Governing Board and shall have impressed or imprinted thereon the official seal of the Authority and be attested with the facsimile or manual signature of the Secretary of the Governing Board of the Authority. All authorized facsimile signatures shall have the same force and effect as if manually signed.

The Series 2024 Bonds shall not be a general obligation but shall be special, limited obligations of the Authority payable solely out of and to the extent available from the Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County, under the Lease and other amounts derived from the leasing of the Project (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Series 2024 Bonds or to income from the temporary investment thereof and, under certain circumstances, moneys held in funds or accounts by the Authority as proceeds from insurance policies, performance bonds, condemnation awards and liquidation proceeds with respect to the Project). The Series 2024 Bonds shall be a valid claim of the respective Bondholders thereof only against (a) the Bond Fund, the Reserve Fund and other moneys held by the Authority for the benefit of the Bondholders and (b) the Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund, the Purchase Option Price, if paid by the County, and other amounts derived from the leasing of the Project under the Lease, which funds and other amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Series 2024 Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest, if any, on the Series 2024 Bonds, except as may be otherwise expressly authorized in this Master Resolution or in the Lease. The Authority shall not be obligated to pay the principal of the Series 2024 Bonds or other costs incident thereto except from the moneys pledged for such purposes under this Master Resolution. The Series 2024 Bonds shall never constitute an indebtedness of the County within the meaning of any constitutional limitation or statutory provision and shall not constitute or give rise to a pecuniary liability of the County or a charge against the general credit or taxing power of the County. Neither the County, nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds or amounts due or to become due under the Lease. The County shall not be obligated to appropriate County Funds for the purpose of paying Base Rentals, Additional Rentals or the Purchase Option Price under the Lease, and no judgment may be entered against the County in the event of an insufficiency of moneys to pay the principal of, premium, if any, and interest, if any, on the Series 2024 Bonds. The payment obligations of the County under the Lease are subject to annual renewal and will be terminated upon the occurrence of an Event of Non-appropriation. In such event, all payments from the County under the Lease will terminate, and the Series 2024 Bonds and any interest thereon will be payable solely from

and to the extent of such moneys, if any, as may be held by the Authority under this Master Resolution (except amounts held for the payment of Bonds not deemed Outstanding) and any moneys made available from a liquidation of the Project subsequent to foreclosure of the lien of this Master Resolution and the Security Documents. No deficiency judgment subsequent to foreclosure of the lien of this Master Resolution and the Security Documents may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents or this Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or upon the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County under the Lease.

Section III.2. Delivery of Series 2024 Bonds. Upon the execution and delivery of this Master Resolution, the Chair and Secretary of the Authority shall execute and the Secretary of the Authority shall deliver the Series 2024 Bonds to the Community Impact Board as directed by the Authority as hereinafter in this Section 3.2

Prior to the delivery of the Series 2024 Bonds, there shall be first filed with the Authority:

(a) A copy, duly certified by the Secretary of the Authority of a resolution adopted by the Governing Board of the Authority, and a copy, duly certified by the County Clerk of the County, of a resolution of the governing body of the County, authorizing the issuance of the Series 2024 Bonds and the execution and delivery of this Master Resolution, the Lease, the Ground Lease, and the Security Documents;

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

(c) An ALTA mortgagee's policy, or commitment therefor, of mortgage title insurance in an amount equal to the principal amount of the Series 2024 Bonds, issued by a title insurance company satisfactory to the Authority insuring that (i) the Authority has a valid interest in the Project Site, (ii) the County has a valid interest in the Ground Lease, (iii) the Project is subject only to Permitted Encumbrances and (iv) the Security Documents constitute a first lien on the Project Site subject only to Permitted Encumbrances. The policy shall also provide protection against any mechanic's or materialman's liens. In the event that title insurance on any portion of the property interests described above cannot be provided at the time of issuance of the Series 2024 Bonds, delivery of such title insurance shall be provided prior to disbursement of amounts to pay costs of such portion of the Project; and

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

Section III.3. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Authority may execute and deliver a new Bond of like date, maturity and denomination to that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Authority, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority evidence of such loss, theft or destruction satisfactory to the Authority, together with an indemnity satisfactory to them. In the event any such Bond shall have matured or is about to mature, instead of issuing a duplicate Bond, the Authority may pay the same without surrender thereof making such requirements as it deems fit for its protection, including a lost instrument bond or other satisfactory indemnity. The Authority may charge the Bondholder of such Bond with its reasonable fees and expenses in this connection.

Section III.4. Exchange of State Bonds to Exchange Bonds. As long as the Community Impact Board is the sole Registered Owner of the Series 2024 Bonds, the Series 2024 Bonds shall be issued only as a State Bond in the form prescribed in Exhibit A1. It is recognized that the Community Impact Board may sell or otherwise transfer the Series 2024 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Community Impact Board determines to sell or otherwise transfer all or a portion of the Series 2024 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the State Bond may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bond in accordance with the provisions of this Section 3.4. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bond in accordance with Section 3.5 hereof. Any Series 2024 Bonds, or any portion thereof, which is sold or otherwise transferred or liquidated by the Community Impact Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to authorization contained in Section 3.5 hereof. Each payment on the State Bond not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Authority and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Authority to accomplish the exchange of the State Bond for Exchange Bond, provided that the Community Impact Board shall pay or cause to be paid all costs and other charges incident to such exchange and the Authority shall have no obligation to pay any such costs or charges.

Section III.5. Registration and Transfer Provisions. The Authority shall cause books for the registration and for the transfer of the Series 2024 Bonds to be kept by the Secretary who is hereby appointed the Registrar of the Authority with respect to the Series 2024 Bonds. Any Series 2024 Bonds may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2024 Bonds for cancellation, accompanied by delivery of a written

instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2024 Bonds duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his or her duly authorized attorney, the Authority shall execute and deliver in the name of the transferee or transferees, a new bond or bonds of the same maturity for a like aggregate principal amount as the Series 2024 Bonds surrendered for transfer. Series 2024 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2024 Bonds or other authorized denominations of the same series and maturity. The execution by the Authority of any Series 2024 Bonds of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2024 Bonds. The Registrar shall not be required to transfer or exchange any Exchange Bond at any time following the mailing of notice calling such Series 2024 Bonds for redemption.

The Series 2024 Bonds surrendered for final payment, redemption or exchange, shall be promptly canceled and destroyed by the Authority in accordance with Section 3.6 hereof.

The Authority, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2024 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Authority, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Authority may require the payment by the Registered Owner requesting exchange or transfer of Series 2024 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before a corresponding new Bond shall be delivered.

Section III.6. Destruction of Bond. Whenever any Outstanding Bond shall be delivered to the Authority for cancellation pursuant to this Master Resolution, upon final payment of the principal amount thereby, or for replacement or exchange, transfer or partial redemption pursuant to Sections 3.3, 3.4, 3.8 or 4.5 hereof, such Bond shall be promptly canceled and cremated or otherwise destroyed by the Authority and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Authority to the County.

Section III.7. Temporary Bonds. Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bond shall be of such denomination or denominations as may be determined by the Authority, and may contain such reference to any of the provisions of this Master Resolution as may be appropriate. Every temporary Bond shall be executed and delivered by the Authority upon the same conditions and in substantially the same manner as the definitive Bond. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds at the Authority's expense (and without cost to the Bondholders of such temporary Bond) without unreasonable delay and thereupon the temporary Bond may be surrendered for cancellation and exchange therefor at the principal office of the Authority, and the Authority shall execute and deliver in exchange for such temporary Bond an equal aggregate principal amount of definitive registered Bond of authorized denominations of the same series and the same maturity. Until so exchanged, the temporary Bond shall be entitled to the same benefits under this Master Resolution as definitive Bond executed and delivered hereunder.

Section III.8. Issuance of Refunding Bonds. To the extent permitted by law, the Authority may, at the request of the County authorize the issuance of Refunding Bonds upon the terms and conditions provided herein. Refunding Bonds may be issued to provide funds to refund the Bonds then Outstanding, in whole or in part, and to pay the costs of the issuing the Refunding Bonds and other costs reasonably related to the financing as shall be agreed upon by the County and the Authority; provided, however, that (1) the Authority shall not be in default under this Master Resolution, the Security Documents or the Lease or any provision thereof or hereof, and the issuance of Refunding Bonds shall not constitute a default under the Lease or cause any violation of the covenants or representations of the County or the Authority in the Lease, the Security Documents or in this Master Resolution unless the issuance of the Refunding Bonds shall cure such default; (2) no Event of Default or Event of Non-appropriation shall have occurred and be continuing under the Lease; (3) the Authority shall have otherwise complied with the provisions of this Section 3.8 with respect to the issuance of such Refunding Bonds; and (4) so long as the Community Impact Board is the owner of the Series 2024 Bonds, the Authority shall obtain the written approval of the Community Impact Board for the Authority prior to issuing Refunding Bonds for the Bonds owned by the Community Impact Board.

Section III.9. Additional Bonds. So long as the Lease is in effect and no Event of Default under this Master Resolution, the Security Documents, the Ground Lease, or the Lease has occurred and is continuing and so long as no Event of Non-appropriation has occurred and is continuing, one or more series of Additional Bonds may be issued, executed and delivered for the purpose of financing (i) costs to complete construction of the Project (except to the extent the costs of completing the project are to be paid out of the proceeds of the sale of the Series 2024 Bonds or income from the temporary investment thereof or, under certain circumstances, from moneys held in funds or accounts by the Authority, or from the proceeds of insurance policies, performance bonds, condemnation awards or from liquidation proceeds with respect to the Project),

(ii) costs of additions or improvements to the Project or (iii) the cost of acquiring, constructing, equipping and furnishing of any sites, buildings or equipment or continuation thereof, for the use and benefit of the County, but only to the extent that (I) such additional sites, buildings and equipment, or any combination thereof, constitute a “project” within the meaning of the Utah Local Building Authority Act, and (II) the Lease and the Security Documents are amended as herein provided to include such sites, buildings and equipment as part of the Project there under. Additional Bonds shall be payable solely from the Base Rentals and the Purchase Option Price, if paid by the County, and other amounts derived from the leasing of the Project. Additional Bonds may be issued in one or more series, shall be executed by the Authority and, upon payment to the Authority of the purchase price thereof, shall be delivered by the Authority to or upon the order of the purchasers thereof, but only upon there being filed with the Authority:

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

(b) Original executed counterparts of a supplemental resolution, a supplement (if necessary) to the Security Documents, and an amendment of the Lease expressly providing that, for all purposes of this Master Resolution and the Lease the “Project” shall include any facilities being financed by the Additional Bonds and that the Bond shall mean and include the Additional Bond being issued as well as any Bond and Additional Bond theretofore issued, and further providing for an increase in the Base Rentals to be paid by the County 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, if any, on the Bond and the Additional Bonds being issued and any Additional Bonds theretofore issued, and to extend the Lease Term if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the then current Lease Term. The date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, and the redemption provisions (if any) with respect thereto all shall be as provided in the supplemental resolution rather than as provided in this Master Resolution, and may differ from the provisions with respect to the Bond set forth in this Master Resolution, except that interest, if any, on such Additional Bonds shall be payable on October 1 of each year during the term thereof and principal of the Additional Bond shall, in each year in which principal falls due, be payable on October 1;

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

(d) A date-down endorsement to the ALTA mortgagee title insurance policy issued in connection with the issuance of the Series 2024 Bonds, which endorsement shall insure to the date of issuance of such Additional Bonds and the recording of any supplement to the Security Documents the continuing validity of the lien thereof, as modified by any supplement to the Security Documents, as a first and prior lien on the premises thereby secured, subject only to Permitted Encumbrances, and which endorsement shall increase the amount of title insurance coverage thereunder to an amount at least equal to the principal amount of the Additional Bonds plus the amount of coverage originally provided in such policy and naming the Authority and the registered owner of the Bond as an insured or, in the alternative, such policy shall be delivered prior to any disbursements being made for such portion of the Project for which a policy cannot be delivered at closing;

(e) A copy, duly certified by the County Clerk of the County, of the resolution adopted and approved by the governing body of the County and a copy, duly certified by the Secretary of the Authority of a resolution adopted by the governing board of the Authority, approving the issuance of such Additional Bonds and the terms thereof;

(f) If such series of Additional Bonds is being issued in whole or in part for construction purposes, (i) a copy, duly certified by the Secretary of the Authority, of the project contract and architect's agreement with respect to such construction and the performance and payment bond covering such project contract, or a requirement to deliver the same prior to disbursements being made with respect to such portion of the Project, and (ii) a certificate of the architect or engineer responsible for planning and designing any such construction which sets forth the estimated useful life of the project, as so improved and extended, in compliance with the Utah Local Building Authority Act;

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

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

(i) A certificate of the Authority, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under this Master Resolution, the

Security Documents, the Ground Lease or the Lease and there has not occurred and is then continuing an Event of Nonappropriation;

(j) If the Community Impact Board is the present owner of the Series 2024 Bonds, the written approval of the Community Impact Board for the Authority to issue the Additional Bonds; and

(k) Such other agreements, certificates, documents and opinions as are required to be delivered to the purchasers of such Additional Bonds, each in form and substance satisfactory to the Authority and, as to opinions, addressed to the Authority if the Authority so directs.

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

REDEMPTION OF BOND BEFORE MATURITY

Section IV.1. Redemption Dates and Prices.

(a) The Series 2024 Bonds are subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments thereof, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid, plus accrued interest, if any, to the date of prepayment or redemption.

(b) The Series 2024 Bonds are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project thereunder, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X hereof, be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bond not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bond shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with this Master Resolution. In the event that the amount available to prepay the Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Bonds in full to the prepayment date, the Bonds shall be redeemed in whole and the amount available applied as provided in Section 10.8(b) of this Master Resolution. IN THE EVENT THE BONDS ARE TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE

PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THE BOND AGAINST THE AUTHORITY OR THE COUNTY.

(c) Except as otherwise provided above in Section 4.1(b), in the event that the Bonds are prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid plus accrued interest to the prepayment date.

Section IV.2. Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 4.2. Notice of such redemption shall be mailed by first class mail, postage prepaid, to all registered owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including series, to be redeemed and the identification numbers of the Bonds being redeemed;

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

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

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

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each Bond or portion thereof called for redemption; and

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

(b) Upon the payment of the redemption price of the Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Bonds being redeemed with the proceeds of such check or other transfer.

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

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

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 IV.3. Redemption Payments. No payment shall be made by the Authority upon any Bond or portion thereof called for prepayment or redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Authority shall have received the items required by Section 3.3 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section IV.4. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled and cremated or otherwise destroyed by the Authority in accordance with Section 3.6 hereof.

Section IV.5. Partial Redemption of Bond. Upon surrender of any Bond for prepayment or redemption in part only, the Authority shall execute and deliver to the Bondholder thereof a new Bond of the same series and the same maturity, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered, which new Bond shall be a fully registered Bond.

GENERAL COVENANTS

Section V.1. Payment of Principal of, Premium, if any, and any Interest. The Authority covenants that it will promptly pay the principal of, premium, if any, and interest, if any, on every Bond issued under this Master Resolution 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 Base Rentals, the Bond Fund, the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease with respect to the Project and other amounts derived from the leasing of the Project and otherwise as provided herein, in the Security Documents, and in the Lease, which amounts are hereby specifically pledged to the payment thereof in the manner and to the extent herein and in the Lease specified, and nothing in the Bonds or in this Master Resolution shall be construed as pledging any other funds or assets of the Authority or the County. The Authority shall in no event be liable for the payment of the principal of, premium, if any, or any interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Authority except to the extent of the moneys pledged herein or in the Security Documents as security for the Bonds.

Section V.2. Performance of Covenants; the Authority. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Master Resolution, the Lease, the Ground Lease, the Security Documents, any and every Bond executed and delivered hereunder and in all of its proceedings pertaining hereto. The Authority covenants that (a) it is duly authorized under its Articles, the Constitution and laws of the State of Utah, including a resolution duly adopted by the County Commission of the County, to issue the Bonds authorized hereby, execute this Master Resolution, assign the Lease and pledge the Bond Fund, the Reserve Fund, the Base Rentals, the Purchase Option Price and other amounts hereby pledged in the manner and to the extent herein set forth, (b) that all action on its part for the issuance of the Series 2024 Bonds and the execution and delivery of the Lease and Security Documents and this Master Resolution has been duly and effectively taken, and (c) that the Series 2024 Bonds in the hands of the Bondholders are and will be valid and enforceable special, limited obligations of the Authority according to the terms thereof and hereof.

Section V.3. Ownership; Instruments of Further Assurance. The Authority covenants that it will own an interest in the Project and any property becoming a part of the Project shall be acquired and kept free of all liens and encumbrances, except Permitted Encumbrances. The Authority will defend the title to and interest in the Project and each part thereof, for the benefit of the Bondholders against the claims and demands of all persons whomsoever, except for claims and demands arising from Permitted Encumbrances as provided in the Lease. To the extent necessary and to the extent it may lawfully do so, the County will join with the Authority in any action taken by the Authority pursuant to the provisions of the preceding sentence. The Authority will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such resolutions supplemental hereto and such further acts, instruments and

transfers as reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming all and singular the Bond Fund, the Reserve Fund, the Project, the Base Rentals, Purchase Option Price and other amounts pledged hereby to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds. The Authority, except as herein and in the Lease provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the Base Rentals, the Additional Rentals, Purchase Option Price, or other revenues and receipts there from or its rights under the Lease, subject to Permitted Encumbrances.

Section V.4. Perfection of Security Interest. (a)

(a) This Master Resolution creates a valid and binding pledge and assignment of and security interest in all of the personal property pledged under the Master Resolution as security for payment of the Bonds, enforceable by the Bondholders in accordance with the terms thereof.

(b) Under the laws of the State of Utah, 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 to enforce a judgment against the Authority on a simple contract.

Section V.5. Inspection of Project Books. All books and records of the Authority wherever located relating to the Project and the Base Rentals, the Additional Rentals, the Purchase Option Price and other amounts derived from the Project shall at all reasonable times be open to inspection by such accountants or other agents as the Bondholders may from time to time designate.

Section V.6. List of Bondholders. The Authority shall keep a list of names and addresses of the Bondholders of all Bonds as from time to time are registered on the registration books maintained by the Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations, said list may be inspected and copied by the County or by Bondholders (or a designated representative thereof) of 25% 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 Authority.

Section V.7. Rights Under Lease and the Security Documents. The Lease and the Security Documents set forth the covenants and obligations of the Authority and the County. Reference is hereby made to the same for a detailed statement of said covenants and obligations of the Authority and the County thereunder, and the Authority may enforce all rights of the Authority and all obligations of the County under and pursuant to the Lease and the Security Documents for and on behalf of the Bondholders, whether or not the County is in default hereunder.

Section V.8. Designation of the Secretary as Registrar and Paying Agent and Designation of Any Additional Paying Agents. The Secretary is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Series 2024 Bonds. The Authority may appoint additional paying agents from time to time by giving notice of such appointments to the Bondholders. The Authority hereby covenants and agrees to cause the necessary arrangements to be made for the making available of funds hereunder for the payment of such of the Series 2024 Bonds as shall be presented when due at the principal office of the Paying Agent.

Section V.9. Filing of Records. So long as any Series 2024 Bonds remain outstanding, proper books of record and account will be kept by the Authority separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Project. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the Project and all properties constituting the Project. Except as otherwise provided herein, the Authority further agrees that it will within one hundred eighty (180) days following the close of each fiscal year (the term "fiscal year" as used in this subsection meaning whatever twelve-month period the Authority may from time to time be using for general financial accounting purposes) cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Project, and that such audit will be available for inspection by each Bondholder upon request; provided, however, as long as the Community Impact Board is the registered owner of the State Bond, each such audit will be supplied to the Community Impact Board as soon as completed without prior request therefor by the Community Impact Board. At a minimum, each such audit shall include the following:

- (a) A statement in detail of the revenues and expenditures of the Project for the fiscal year;
- (b) A balance sheet as of the end of the fiscal year;
- (c) The accountant's comments regarding the manner in which the Authority has carried out the requirements of this Master Resolution, and the accountant's recommendations for any change or improvement;
- (d) A list of the insurance policies in force at the end of the fiscal year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and
- (e) An analysis of all funds and accounts created in this Master Resolution, setting out all deposits and disbursements made during the fiscal year and the amount in each fund or account at the end of the fiscal year.

The Community Impact Board may, upon written request from the Authority setting forth the reasons why a certified audit is not necessary or is impractical, waive the audit requirements for any particular fiscal year set forth in this Section 5.9.

REVENUES AND FUNDS

Section VI.1. Source of Payment of Bond. The Series 2024 Bonds herein authorized and all payments by the Authority hereunder are not general obligations of the Authority but are special, limited obligations payable solely from the Base Rentals, the Bond Fund, the Reserve Fund, the Purchase Option Price, if paid by the County under the Lease and other amounts derived from the Project under the Lease and as provided herein.

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

Section VI.2. Creation of Bond Fund. There is hereby established and maintained by the Authority a fund to be designated “Local Building Authority of San Juan County, Utah, Series 2024 Bond Fund” (the “Bond Fund”), which shall be used to pay the principal of and premium, if any, and any interest on the Series 2024 Bonds. All funds deposited in the Bond Fund are hereby pledged to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds.

Section VI.3. Payments into the Bond Fund. 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 in the Escrow Fund directed to be paid into the Bond Fund pursuant to Section 7.3 of the Lease or any amount in the Reserve Fund directed to be paid into the Bond Fund in accordance with the provisions of Section 6.7 hereof; (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award to be deposited in the Bond Fund pursuant to Sections 10.2 and 10.3 of the Lease; (iii) all Base Rentals and the Purchase Option Price, if paid by the County, with respect to the Project specified in Section 12.1 of the Lease; and (iv) all other moneys received by the Authority under and pursuant to any of the provisions of the 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 in the Bond Fund for its account, any moneys which are pledged under this Master Resolution for the payment of the principal of, premium, if any, and any interest on the Bonds and which are required to be deposited into the Bond Fund.

The Authority covenants and agrees that should there be an Event of Default or an Event of Non-appropriation under the Lease with the result that the right of possession of the Project is returned to the Authority, the Authority shall fully cooperate with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by any Bondholder, shall use its best

efforts to secure a purchaser or another lessee of the Project so that at all times sufficient rents and other amounts will be derived from the Project promptly to meet and pay the principal of, premium, if any, and any 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 Project required under the Lease. Nothing herein shall be construed as requiring the Authority to operate the Project or to use any funds or revenues from any source other than the rents and other amounts derived from the Project.

Section VI.4. Use of Moneys in Bond Fund. Except as provided herein, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and any interest on the Bonds including any mandatory sinking fund payments of principal of the Bonds, and for the redemption of the Bonds prior to maturity. The Bond Fund shall be depleted for purposes of making debt service payments on the Bonds at least annually. The Authority shall maintain sub accounts within the Bond Fund with respect to each series of Bonds in order to properly account for and apply all moneys deposited therein for their intended purposes. Except as otherwise provided herein, all Bonds authorized hereunder will be equally secured by an equal lien pledge of moneys deposited in the Bond Fund.

Section VI.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Authority, and the Authority shall withdraw sufficient funds from the Bonds Fund to pay the principal of and premium, if any, and interest, if any, on the Bonds as the same become due and payable, and to utilize the moneys in the Bond Fund as provided in Section 6.4 hereof.

Section VI.6. Creation of Reserve Fund. There is hereby established and maintained by the Authority a fund in the name of the Authority to be designated “Local Building Authority of San Juan County, Utah Reserve Fund” which shall be expended in accordance with the provisions of Section 6.7 hereof. All funds deposited in the Reserve Fund are hereby pledged to the payment of the principal of, premium, if any, and any interest on the Series 2024 Bonds.

Section VI.7. Deposit to and Use of Moneys in the Reserve Fund. Beginning October 1, 2026, and on each October 1 thereafter, there shall be deposited into the Reserve Fund, from the Additional Rentals received by the Authority, the amount of \$159,115 per year for six years or until there is on deposit in the Reserve Fund the sum of the Reserve Fund Requirement for the Series 2024 Bonds, which is \$954,680. The Authority shall maintain sub accounts within the Reserve Fund in order to properly account for and apply all moneys deposited therein for their intended purposes. Any moneys held in the Reserve Fund shall be invested and reinvested by the Authority in Investment Obligations. Moneys held in the Reserve Fund shall be applied as follows:

- (a) If within five (5) Business Days preceding any Principal Payment Date the moneys held in the Bond Fund are insufficient to pay all interest, if any, and principal due and payable on such Principal Payment Date, the Authority

shall transfer, on or before such date, moneys from the Reserve Fund to the Bond Fund to the extent that the amount of money so transferred plus all moneys then held in the Bond Fund shall be sufficient to pay all interest, if any, premium, if any, and principal payments due and payable on such date (such moneys to be used for the payment of the principal of, premium, if any, or any interest on the Bonds); and

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

In the event moneys are drawn from the Reserve Fund to pay principal of, premium, if any, or any interest on the Series 2024 Bond such that the balance remaining in the Reserve Fund is less than the Reserve Fund Requirement, the Authority shall replenish the Reserve Fund to the Reserve Fund Requirement upon receipt of Additional Rentals to be paid by the County pursuant to Section 6.3 of the Lease.

On November 1 of each year any moneys held in the Reserve Fund in excess of the Reserve Fund Requirement shall be immediately transferred to the Bond Fund. To the extent so paid, such excess shall reduce the amount of the succeeding Base Rental otherwise payable under the Lease.

Section VI.8. Deposit of Series 2024 Bonds Proceeds; Escrow Fund; Disbursements. The Chair and Secretary of the Authority are hereby authorized and directed to execute with Community Impact Board and the Utah State Treasurer (the “Escrow Agent”) an escrow agreement, substantially in the form attached hereto as Exhibit C (the “Escrow Agreement”), which form may be modified by the Chair and Secretary of the Authority prior to execution and the execution by those officers of the Escrow Agreement shall constitute full approval of any such modifications for purposes of effecting the provisions of this Master Resolution. Upon the issuance of the Series 2024 Bonds, the proceeds from the sale of the Series 2024 Bonds shall be deposited into the escrow fund (the “Escrow Fund”) created pursuant to the Escrow Agreement and shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Fund shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2024 Bonds. Proceeds from the sale of the Series 2024 Bonds on deposit in the Escrow Fund may be invested as provided in the Escrow Agreement. Any unexpended balance remaining in the Escrow Account after completion of the Project shall be repaid to each entity or party that contributed funds to the Escrow Fund in proportion to the amount originally deposited into the Escrow Fund. The amount, if any, so attributed to excess bond proceeds shall be transferred for deposit into the Bond Fund and applied to the prepayment of the Series 2024 Bonds in the inverse order of the due date of the principal installments thereof. Following the repayment and/or transfer of the unexpended balance in the Escrow Fund, the Escrow Fund shall be closed.

Section VI.9. Nonpresentment of Bond. In the event that any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for prepayment or redemption thereof, or otherwise, if funds sufficient to pay any such Bond are on deposit with the Authority for the benefit of the Bondholders thereof, all liability of the Authority to the Bondholder thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Bondholder of such Bond who shall thereafter be restricted exclusively to such funds, for any claim on its part under this Master Resolution, the Security Documents or on, or with respect to, such Bond.

Section VI.10. Repayment to the County from Bond Fund or Reserve Fund. Any amounts remaining in the Bond Fund or the Reserve Fund after payment in full of the principal of, premium, if any, and any interest on the Bonds and all other amounts required to be paid hereunder shall be paid immediately to the County as an overpayment of Base Rentals or Additional Rentals.

Section VI.11. Custody of Separate Trust Fund. The Authority shall hold all Net Proceeds from any insurance policy, performance bond or condemnation award and deposit such proceeds into a separate trust fund for disbursement in accordance with Article X of the Lease. The Authority shall establish and maintain separate sub accounts within such trust fund in order to properly account for and apply all moneys deposited therein for their intended purposes. If the County directs that the Net Proceeds be applied to redeem the Bonds pursuant to Section 10.3 of the Lease, the Authority covenants and agrees to transfer such funds to the Bond Fund and to redeem the Bond as provided in Section 4.1 herein.

INVESTMENT OF MONEYS

Section VII.1. Authority to Invest Funds. Any moneys held as part of the Bond Fund, the Reserve Fund or any other fund shall be invested and reinvested by the Authority in Investment Obligations in accordance with the provisions hereof and Section 7.5 of the Lease. The Reserve Fund is to be invested in Investment Obligations with maturities of less than twelve months. The Authority shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, and any interest on the Bonds when due.

Section VII.2. Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Investment Obligations shall be valued at their market value, exclusive of accrued interest. All funds and accounts are to be marked to market valuation conducted on an annual basis by the Authority.

RIGHTS OF THE COUNTY

Section VIII.1.Subordination of Lease to Master Resolution; Certain Rights to County. As provided in Section 12.1 of the Lease, the Lease and the County's interest in the Project and its interest as lessee under the Lease, shall at all times be subject to the lien of this Master Resolution; provided, however, that so long as no Event of Default hereunder or an Event of Non-appropriation has occurred and is then continuing, the Lease shall remain in full force and effect notwithstanding such subordination, and the County shall not be disturbed by the Authority or the Bondholders in its possession, use and enjoyment of the Project or portions thereof during the term of the Lease or in the enjoyment of the Lease. This Master Resolution and the rights and privileges hereunder of the Bondholders are specifically made subject and subordinate to the rights and privileges of the County set forth in Section 12.1 of the Lease to exercise its option to purchase the Project in the event of, and subsequent to, the occurrence of an Event of Default, but prior to the liquidation of the Project; provided, however, that as a condition of the exercise of such option, the County must pay, in addition to the Purchase Option Price, any interest payment deficiencies accruing from the date of the Event of Default or Event of Non-appropriation. The Authority agrees that it shall execute and deliver any instrument necessary or appropriate at any time to enable the County to enjoy its rights and privileges under the Lease, including without limitation, those referred to in Section 8.2 hereof and under the Subordination Agreement.

Section VIII.2.Granting of Rights in and to the Project. Reference is made to the provisions of the Lease, including without limitation Section 11.6 of the Lease, whereby the Authority and the County have reserved the right to grant rights in and to certain portions of the Project upon compliance with the terms and conditions of the Lease.

Section VIII.3.Release of Equipment Forming a Part of the Project. Reference is made to the provisions of the Lease, whereby the County may remove certain items of equipment constituting part of the Project upon substitution of similar property of comparable or greater value or upon deposit into the bond Fund of sale proceeds from the sale of the equipment so removed, all in accordance with the terms and conditions of the Lease.

DISCHARGE OF LIEN

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

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

Notwithstanding the foregoing, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bond as aforesaid until: (a) proper notice of redemption of such Bond shall have been previously given in accordance with Article IV of this Master Resolution, or in the event such Bond is not by its terms subject to redemption within the next sixty (60) days, until the Authority shall have given notice to the Bondholders of the Bond, in accordance with Article IV hereof, that the deposit required by (ii) above has been made with the Authority and that said Bond is deemed to have been paid in accordance with this Article IX, and stating the maturity or redemption date upon which moneys will be available for the payment of the principal or redemption price, if applicable, on such Bond and calling the Bond for redemption prior to maturity pursuant to this Master Resolution; or (b) the maturity of such Bond.

All moneys so deposited with the Authority as provided in this Article IX may at the direction of the Authority also be invested and reinvested in Government Obligations,

maturing in the amounts and at times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Authority pursuant to this Article IX which is not required for the payment of the 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.

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

DEFAULT PROVISIONS AND REMEDIES

Section X.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an “Event of Default” under this Master Resolution:

- (a) Failure to pay when due interest, if any, 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, or upon the maturity thereof by declaration;
- (c) Failure to perform or observe any of the other covenants, agreements or conditions on the part of the Authority contained in this Master Resolution or in the Bonds and failure to remedy the same after notice thereof pursuant to Section 10.13 hereof;
- (d) The occurrence of an Event of Default under any of the Bond Documents on the part of either the Authority or the County;
- (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 Project;
- (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 Project, and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of such appointment;
- (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 (60) 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 Project or any part thereof, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control, or

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

Section X.2. Acceleration, Limitation on Remedies. Upon the occurrence of an Event of Default, the Bondholders of not less than 25% in aggregate principal amount of the Bonds Outstanding may, by notice in writing delivered to the Authority, declare the principal of all Bonds then Outstanding and the interest, if any, accrued thereon immediately due and payable, and such principal and interest, if any, shall thereupon become and be immediately due and payable. With respect to the Series 2024 Bonds, such amounts of principal of and interest, if any, payable thereon shall bear interest from the date of acceleration, as herein provided, until paid at the rate of eighteen percent (18%) per annum, unless otherwise waived in whole or in part by all of the Bondholders.

Upon any sale made either under the power of sale given in this Article X or given in the Security Documents or under a judgment, order or decree made in any judicial proceedings for the foreclosure or enforcement of this Master Resolution and/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 Bondholders.

Notwithstanding anything to the contrary contained in this Master Resolution, no deficiency judgment upon foreclosure of the lien of this Master Resolution or of the Security Documents against the Project may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents or the Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or upon the general credit or taxing powers of the County. Additionally, no judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

Notwithstanding anything to the contrary contained herein, the rights and privileges of the Bondholders are subject to the right of the County to purchase the Project as set forth in the Lease and the Bondholders shall make no final sale or other final disposition of any interest in the Project pursuant to any available foreclosure remedy without notifying the County in writing of the occurrence of an Event of Default, and allowing the County ninety (90) days from the mailing of such notice to exercise their respective options to purchase the Project.

Section X.3. Surrender of Possession of Project; Rights and Duties of Authority in Possession. Upon the occurrence of an Event of Default under this Master Resolution, the Authority shall, upon demand of the Bondholders, forthwith surrender possession of the Project, and it shall be lawful for the Bondholders, by such officer or agent as they may appoint, to take possession of all or any part of the Project together with the books, papers and accounts of the Authority pertaining thereto, and including the rights and the

possession of the Authority with respect to the Project under the Lease and Ground Lease and to make all needful repairs and improvements as the Bondholders shall deem wise. Upon the occurrence of an Event of Default, the Bondholders may execute a written notice of default and an election to cause the Project or any portion thereof to be sold (subject to the reversionary rights of the County retained in the Project Site under the Ground Lease) to satisfy the obligations of the Authority under this Master Resolution in accordance with the provisions of the Security Documents and/or may cause a sale of personal property as provided by law. The Bondholders may also lease or otherwise dispose of the Project in the name and for the account of the Authority and in such manner as the Bondholders, in their sole discretion, may elect. In connection with any such sale or leasing of the Project, the Bondholders may collect, receive and sequester the rental payments, revenues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver pay or set up the proper reserve for the payment of all proper costs and expenses of so taking, holding, leasing, selling and managing the same, including reasonable compensation to the Bondholders, their agents and counsel, and any charges of the Bondholders hereunder, and any taxes and assessments and other charges prior to the lien of this Master Resolution and the Security Documents which the Bondholders may deem it wise to pay, and all expenses of such repairs and improvement, and apply the remainder of the moneys so received in accordance with the provisions of Section 10.8 hereof. Upon payment of all that is due under the Bonds and upon all defaults having been cured or waived, the Bondholders shall surrender their possession of the Project to the Authority; the right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Project, the Bondholders shall render annually to the Authority and the County, at their addresses set forth in the registration book required by Section 5.6 hereof, a summarized statement of income and expenditures in connection therewith.

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

Section X.4. Other Remedies; Rights of Bondholders. Except as otherwise provided in this Master Resolution, upon the occurrence of an Event of Default under this Master Resolution, the Bondholders may pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and any interest on the Bonds then Outstanding.

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

No delay or omission to exercise any right or power accruing upon any default or Event of Default under this Master Resolution shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

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

Section X.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 to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Master Resolution, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Master Resolution.

Section X.6. Appointment of Receivers. Upon the occurrence of an Event of Default under this Master Resolution, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bondholders under this Master Resolution, the Bondholders of a majority in aggregate principal amount of the Bonds then Outstanding shall be entitled to the appointment of a receiver or receivers of the Project and of the rents, revenues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section X.7. Waiver. Upon the occurrence of an Event of Default under this Master Resolution, neither the Authority, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Master Resolution, and the Authority, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section X.8. Application of Moneys. All moneys received on behalf of the Bondholders pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

- (a) Unless the principal of all the 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 this Master Resolution), in the order of their due dates, with delinquent interest on such Bonds from the respective dates upon which they became 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 to the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest, if any, 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, if any, 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, if any, to the persons entitled thereto without any discrimination or privilege, plus, if available, with 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 X then, subject to the provisions of Section 10.8(b) of this Master Resolution 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 10.8(a) of this Master Resolution.

Whenever moneys are to be applied pursuant to the provisions of this Section 10.8, such moneys shall be applied at such times, and from time to time, as any duly appointed receiver shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Setting aside such moneys in trust for the proper purpose shall constitute proper application by such receiver, and such receiver shall have no liability whatsoever to the Bondholders or to any other person for any delay in applying any such moneys, so long as the receiver acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with the circumstances known at the time of the application by the receiver. Whenever the Authority or a receiver shall apply such funds, it shall fix the date (which shall be a Principal Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Authority shall not be required to make payment on any Bond until such Bond shall be presented for appropriate endorsement or for cancellation if fully paid.

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

Section X.9. Remedies Vested. All rights of action under this Master Resolution or under any of the Bonds may be enforced by or on behalf of the Bondholders 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 for or by the Bondholders shall be brought for the equal and ratable benefit of the Bondholders of the Outstanding Bond.

Section X.10. Rights and Remedies of Bondholders. No Bondholder shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Master Resolution or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless such default shall have become an Event of Default under this Master Resolution; it being understood and intended that no one or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Master Resolution by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Bondholders of all Bonds then Outstanding. Nothing contained in this Master Resolution, however, shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and any interest on any Bond at and after the maturity thereof, 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 provided in the Bonds.

Section X.11. Termination of Proceedings. In case the Bondholders shall have proceeded to enforce any right under this Master Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder respectively, and all rights, remedies and powers of the Bondholders shall continue as if no such proceedings had been taken.

Section X.12. Waivers of Events of Default. The Bondholders may waive any Event of Default under this Master Resolution and its consequences and rescind any declaration of maturity of principal; provided, however, that there shall not be waived (1) any Event of Default under this Master Resolution in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (2) any Event of Default in the payment when due of the interest on any such Bond unless prior to such waiver or rescission, all arrears of interests, on overdue installments of interest or all arrears of payments of principal when due, as the case may be, both with interest at the same rate as the rate of the respective Bond or Bonds which are past due, and all expenses of the Bondholders, in connection with such Event of Default shall have been paid or provided for, and in cases of any such waiver or rescission, or in case any proceeding taken by Bondholders on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section X.13. Notice of Events of Default under Section 10.1(c); Opportunity of the Authority and the County to Cure Such Events of Default. Anything herein to the contrary notwithstanding, no default under Section 10.1(c) hereof shall constitute an Event of Default under this Master Resolution until (a) actual notice of such default by registered or certified mail shall be given to the Authority and the County by the Bondholders of not less than 25% in aggregate principal amount of all Bonds Outstanding, (b) the Authority and the County shall have had thirty (30) days after receipt of such notice to correct the default or cause the default to be corrected, and (c) neither the Authority nor the County shall have corrected the default or caused the default to be corrected within the applicable period; provided, however, that, if the default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default under this Master Resolution if corrective action is instituted by the Authority or the County within the applicable period and diligently pursued, to the satisfaction of the Bondholders until the default is corrected. With regard to any default concerning which notice is given to the Authority and the County under the provisions of this Section 10.13, the Authority hereby grants the County 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 X.14. Cooperation of Authority. The Authority covenants and agrees that should there be an Event of Default or an Event of Nonappropriation under the Lease with the result that the right of possession of the Project is returned to the Authority, the Authority shall fully cooperate with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and, if requested by the Bondholders, shall use its best efforts to secure a purchaser or another lessee of the Project so that at all times sufficient rents and other amounts will be derived from the Project promptly to meet and pay the principal of an 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 Project required under the Lease. Nothing herein shall be construed as requiring the Authority to operate the Project or to use any funds or revenues from any source other than the rents and other amounts derived from the Project.

SUPPLEMENTAL RESOLUTIONS

Section XI.1. Supplemental Resolutions Not Requiring Consent of Bondholders

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

(a) To cure any ambiguity or formal defect or omission in this Master Resolution;

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

(c) To subject to this Master Resolution additional revenues, properties or collateral;

(d) To modify, amend or supplement this Master Resolution or any resolution supplemental hereto in such matter as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Master Resolution or any resolution supplemental hereto such other terms, conditions and provisions as may be determined by said laws;

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

(f) To issue Refunding Bonds or Additional Bonds in accordance with this Master Resolution and the Lease; provided, however, that so long as the Community Impact Board is the owner of any of the Series 2024 Bonds, the Authority must obtain its prior written approval for the issuance of Additional or Refunding Bonds; and

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

Section XI.2. Supplemental Resolutions Requiring Consent of Bondholders.

Exclusive of supplemental resolutions covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Resolution to the contrary notwithstanding, to consent to and approve the execution by the Authority of

such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Master Resolution or in any supplemental resolution; provided, however, that nothing in this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, (i) an extension of the maturity of the principal of, 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 Bond required for consent to such supplemental resolutions, or (v) the creation of any lien ranking prior to or on a parity with the lien of this Master Resolution, the Lease, and the Security Documents on the Project any part thereof (except in connection with the issuance of Refunding Bonds or Additional Bonds), or (vi) the deprivation with respect to the Bondholder of any Bond then Outstanding of the lien hereby created on the Project, without the prior consent of the Bondholders of 100% of the Bonds affected by such action.

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

Anything therein to the contrary notwithstanding, so long as no Event of Default or Event of Non-appropriation with respect to the Project shall have occurred and be continuing under the Lease, a supplemental resolution under this Article shall not become effective unless and until the County shall have consented to the execution and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed adoption of any such supplemental resolution together with a copy of the proposed supplemental resolution to be delivered to the County at least fifteen (15) days prior to the proposed date of adoption of any such supplemental resolution. The County shall be deemed to have consented to the adoption and delivery of any such supplemental resolution if the Authority does not receive a letter of protest or objection thereto signed

by or on behalf of the County on or before the fifteenth day after the mailing of said notice.

AMENDMENT OF LEASE

Section XII.1. Amendments, etc. to Lease Not Requiring Consent of Bondholders. The Authority and the County shall without the consent of or notice to the Bondholders consent to any amendment, change or modification of the Lease (to the extent applicable) as may be required (i) by the provisions of this Master Resolution and the Lease (including those provisions applicable to the issuance of 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 Project or the Project Site described in Exhibit A to the Lease and Exhibit B to this Master Resolution or substitute or add improvements or equipment to the Project or rights or interests in the property acquired in accordance with the provisions of the Lease, (iv) in connection with any amendment to this Master Resolution pursuant to Section 11.1 hereof, or (v) in connection with any other change therein which, in the judgment of the Authority, is not to the prejudice of the Bondholders.

Section XII.2. Amendments, etc. to the Lease Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the Authority shall not consent to any other amendment, change or modification of the Lease (to the extent applicable) without first mailing a notice thereof and having received written approval or consent of the Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding as provided in this Section 12.2. If at any time the Authority and the County shall request the consent of the Bondholders to any such proposed amendment, change or modification of the Lease, the Authority shall cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 of this Master Resolution with respect to supplemental resolutions. Such notice shall (a) briefly set forth the nature of such proposed amendment, change or modification, (b) and shall state that copies of the instrument embodying the same are on file at the office of the Authority for inspection by all Bondholders, and (c) set forth the manner in which Bondholders are to give or withhold their consent to the proposed amendment, change or modification of the Lease. No such amendment, change or modification of the Lease shall alter the requirement that Bondholders of at least 51% in aggregate principal amount of the Bonds then Outstanding must consent to any amendment, change or modification of the Lease, or reduce or postpone payments required to be made under the Lease without the consent of all of the Bondholders of the Bonds then Outstanding. Approval or consent shall be evidenced in a manner acceptable to the Authority.

MISCELLANEOUS

Section XIII.1.Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Master Resolution to be signed and executed by the Bondholders may be in any number of concurrent documents and may be executed by such Bondholders in person or by 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 shall be sufficient for purposes of this Master Resolution if made in the following manner:

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

(b) The fact of ownership of the Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be evidenced by the registration books of the Authority pursuant to Section 3.5 of this Master Resolution.

Section XIII.2.Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Master Resolution, the Security Documents or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the holders of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Master Resolution or any covenants, conditions and provisions herein contained; this Master Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Bondholders as herein provided.

Section XIII.3.Severability. If any provision of this Master Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section XIII.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 telegram addressed as follows: If to the Authority, to the Local Building Authority of San Juan County, 117 South Main, Monticello, Utah 84535, Attention: Chair; if to the Bondholders, to their addresses as shown on the registration list; if to the County, to San Juan County, 117 South Main, San Juan, Utah 84535, Attention: Chair; if to the Community Impact Board, to State of Utah Permanent Community Impact Fund Board, 140 E. 300 S., First Floor

(Olene S. Walker Bldg), Salt Lake County, Utah 84111, Attention: Fund Manager. A duplicate copy of each notice required to be given hereunder to either the Authority or the County shall also be given to the others. The Authority, the County and the Bondholders may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section XIII.5.Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest, if any, on or principal of the Bonds or the date fixed for redemption of any Bond shall be in the State of Utah a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of principal and premium, if any, or interest, if any, need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section XIII.6.Applicable Provisions of Law. This Master Resolution shall be governed by and construed in accordance with the laws of the State of Utah.

Section XIII.7.Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words “herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter” and other equivalent words refer to the Master Resolution and not solely to the particular portion in which any such word is used.

Section XIII.8.Captions. The captions or headings in this Master Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Master Resolution.

ADOPTED as of this _____, 2024.

LOCAL BUILDING AUTHORITY OF
SAN JUAN COUNTY, UTAH

Attest:

By: _____
Secretary

By: _____
Chair

(L B A S E A L)

EXHIBIT A-1

(FORM OF STATE BONDS)

UNITED STATES OF AMERICA

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

LEASE REVENUE BOND

SERIES 2024

Principal Sum	Interest Rate	Original Issue Date
\$21,366,0000	2.0%	_____, 2024

The Local Building Authority of San Juan County, Utah, a nonprofit corporation duly organized and existing within the State of Utah under its Articles of Incorporation and under the Constitution and laws of the State of Utah (the “Authority”), for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the State of Utah acting through the Permanent Community Impact Fund Board or Registered Owner last named on the Registration Certificate attached hereto, the Principal Sum specified above, bearing interest at the rate of 2.0% per annum which shall begin to accrue on October 1, 2025, (calculated on the basis of a year of 360 days comprised of twelve 30-day months), payable on October 1 of each year, beginning October 1, 2026. Principal installments, together with accrued but unpaid interest, shall be payable in registered installments beginning October 1, 2026 and each October 1 thereafter with principal in the amounts and on the Payment Dates as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>	<u>Payment Date</u> <u>October 1</u>	<u>Amount of</u> <u>Principal Payment</u>
2026	\$527,000	2041	\$709,000
2027	537,000	2042	723,000
2028	548,000	2043	737,000
2029	559,000	2044	752,000
2030	570,000	2045	767,000
2031	582,000	2046	783,000
2032	593,000	2047	798,000
2033	605,000	2048	814,000
2034	617,000	2049	831,000

2035	\$629,000	2050	\$847,000
2036	642,000	2051	864,000
2037	655,000	2052	881,000
2038	668,000	2053	899,000
2039	682,000	2054	917,000
2040	695,000	2055	935,000

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent.

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

This Bond represents an issue of Local Building Authority of San Juan County, Utah, Lease Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) issued for the purpose of (i) financing a portion of the costs of the acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements in San Juan County, Utah (the “Project”), and (ii) paying necessary expenses incidental thereto, including the costs of issuing the Series 2024 Bonds. The project site (as defined in the Lease) has been leased by San Juan County, Utah (the “County”), a body politic of the State of Utah, to the Authority pursuant to the terms of a Ground Lease dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Ground Lease”). The Project has been leased by the Authority to the County, under the terms of an annually renewable Lease Agreement dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Lease”). Under the Lease, the County has agreed to pay annual rental payments to the Authority (the “Base Rentals”) in consideration of its right to use the Project and for the purchase option granted therein. In addition to the Base Rentals, the County has agreed to pay certain other payments (the “Additional Rentals”) sufficient to pay administrative costs of the Authority, the required deposits to the Reserve Fund under the Master Resolution (as hereinafter defined), and certain insurance premiums, taxes and other expenses with respect to the Project expressly required under the Lease. Under the Lease, the County has been granted an option to purchase the Project and terminate its payment obligations with respect to the Project under the Lease at any time upon payment of the Purchase Option Price (as defined in the Lease) which amount shall be sufficient to pay the principal of, premium, if any, and any interest on the Series 2024 Bonds as the same shall become due and payable in accordance with their terms at maturity or at the earliest applicable prepayment or redemption date as provided in the Master Resolution. THE PURCHASE OPTION PRICE IS PAYABLE SOLELY AT THE OPTION OF THE COUNTY AND THE

COUNTY IS UNDER NO OBLIGATION TO EXERCISE ITS OPTION TO PURCHASE THE PROJECT.

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

This Bond is issued under and secured by and entitled to the protection of the Master Resolution dated as of _____, 2024, of the Authority (which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the “Master Resolution”), duly adopted by the Authority by resolution on May 21, 2024, and pursuant to which all Base Rentals and that portion of the Additional Rentals required to be deposited in the Reserve Fund payable by the County under the Lease and the Purchase Option Price, if paid by the County under the Lease, are assigned to secure the payment of principal of, premium, if any, and any interest on the Series 2024 Bonds. Additionally, the Authority has granted a security interest in the Project to the holders of the Series 2024 Bonds, pursuant to a Deed of Trust, Assignment of Rents and Security Agreement, as defined in the Master Resolution (the “Security Documents”), to further secure its obligations hereunder.

The obligation of the County to pay Base Rentals and Additional Rentals with respect to the Project is subject to the annual renewal of the Lease and to the right of the County to terminate its payment obligations with respect to the Project under the Lease in the event that there shall be a failure to appropriate for the purpose of paying Base Rentals and Additional Rentals. In the event that the County's payment obligations under the Lease shall terminate by reason of a failure to appropriate (referred to herein as an “Event of Non-appropriation”) or by reason of an Event of Default (as defined in the Lease) the principal amount of this Bond will be payable from such moneys, if any, as may be available under the Master Resolution for such purpose, including any moneys received from a liquidation or other disposition of the Project, including a foreclosure of the lien of the Security Documents. Under certain circumstances, the Series 2024 Bonds may also be payable from the proceeds of title or casualty insurance policies, performance bonds of contractors for the Project, condemnation awards and liquidation proceeds with respect to the Project.

The Master Resolution provides that the Authority may hereafter issue Refunding Bonds (the “Refunding Bonds”) or Additional Bonds (the “Additional Bonds”) from time to time under certain terms and conditions contained therein and in the Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank on a parity with this Bond and be equally and ratably secured and entitled to the protection of the Master Resolution and the Security Documents (the Series 2024 Bonds, including this Bond, the Refunding Bonds and the Additional Bonds are referred to herein as the “Bonds”). Reference is hereby made to the Lease, the Security Documents and the Master Resolution for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County, the Authority and the holders of the Bonds, the issuance of

Refunding Bonds or Additional Bonds, the terms under which the Bonds are issued and secured, the terms and conditions under which the Bonds will be deemed to have been paid, at or prior to maturity of the Bonds, and the rights of the holders of the Bonds upon the occurrence of an Event of Default or an Event of Non-appropriation.

The Series 2024 Bonds constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2024 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Authority, the proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Project subsequent to foreclosure of the lien of the Master Resolution and the Security Documents, the Series 2024 Bonds are payable solely from Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease. Payments under the Lease may be made only from County Funds (as defined in the Lease) which are budgeted and appropriated by the County for such purpose.

Neither the Lease nor the Series 2024 Bonds shall constitute or give rise to a general obligation indebtedness of the County, or a charge against the County or the general credit or taxing power of the County. Neither the County nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds, or amounts due or to become due under the Lease. The Authority has no taxing power.

THE COUNTY IS NOT OBLIGATED TO APPROPRIATE COUNTY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE PURCHASE OPTION PRICE UNDER THE LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THE SERIES 2024 BONDS, INCLUDING THIS BOND. THE LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE COUNTY'S PAYMENT OBLIGATIONS UNDER THE LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE COUNTY UNDER THE LEASE WILL TERMINATE AND THE SERIES 2024 BONDS, INCLUDING THIS BOND, WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE AUTHORITY UNDER THE MASTER RESOLUTION (EXCEPT FOR MONEYS HELD FOR BONDS NOT THEN DEEMED OUTSTANDING) AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE MASTER RESOLUTION AND THE SECURITY DOCUMENTS. UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THE SERIES 2024 BONDS, INCLUDING THIS BOND.

No deficiency judgment upon foreclosure may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents, the Bonds or the Master Resolution shall impose any general obligation or liability upon or a charge against the County, or the Authority or the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

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

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

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments hereof, upon notice given as set forth in the Master Resolution. Except as otherwise provided in the following paragraph, in the event that this Bond is prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid pay plus accrued interest on delinquent payments to the prepayment date.

The Series 2024 Bonds are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project there under, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X of the Master Resolution,

be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bonds not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bonds shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with the Master Resolution. In the event that the amount available to prepay the Series 2024 Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Series 2024 Bonds in full to the prepayment date, the Series 2024 Bonds shall be redeemed in whole and the amount available applied as provided in the Master Resolution. IN THE EVENT THIS BOND IS TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THIS BOND AGAINST THE AUTHORITY OR THE COUNTY.

In the event this Bond or portions thereof (which shall be \$1,000 or any integral multiple thereof) are prepaid, notice of redemption shall be mailed by the Authority, postage prepaid, at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Authority. Failure to give such notice or any defect therein or in the mailing thereof shall not affect the call for the prepayment by the Authority.

This Bond is issued pursuant to and in full compliance with the Articles of Incorporation of the Authority and the Constitution and laws of the State of Utah, including, in particular, the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Act"), and pursuant to a resolution adopted by the Authority which authorizes the execution and delivery of the Lease, the Ground Lease, the Master Resolution, the Security Documents and the issuance of the Series 2024 Bonds. As required by the Articles of Incorporation of the Authority, the County Commission have by resolution authorized the Authority to issue this Bond and to execute and deliver the Lease, the Ground Lease, the Master Resolution, and the Security Documents.

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

The Master Resolution permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2024 Bonds at any time by the Authority with the consent of the County (if an Event of Non-appropriation or an Event of Default does not then exist under the Lease) and the holders of not less than 51% in aggregate principal amount of the Series 2024 Bonds then Outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future holders of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Master Resolution also permits waiver of compliance by the Authority with any terms of the Master Resolution, except payment defaults with respect to the principal of or interest on any Outstanding Bond unless certain conditions are met, with the consent of the holders of not less than 100% in aggregate principal amount of the Bonds then Outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Master Resolution and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation.

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

LOCAL BUILDING AUTHORITY OF SAN
JUAN COUNTY, UTAH

By: _____ (DONOT SIGN)
Chair

Attest:

By: _____ (DO NOT SIGN)
Secretary

(L B A S E A L)

REGISTRATION CERTIFICATE

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

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A-2

(FORM OF EXCHANGE BOND)

UNITED STATES OF AMERICA

LOCAL BUILDING AUTHORITY OF SAN JUAN COUNTY, UTAH

LEASE REVENUE BOND

SERIES 2024

MATURITY DATE	INTEREST RATE	ISSUE DATE
---------------	---------------	------------

October 1, 20__	2.0%	_____, 20__
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Registered Owner: _____

Principal Amount: _____

The Local Building Authority of San Juan County, Utah, a nonprofit corporation duly organized and existing within the State of Utah under its Articles of Incorporation and the Constitution and laws of the State of Utah (the “Authority”), for value received, promises to pay solely and to the extent available from the sources hereinafter provided, to the Registered Owner hereof, or registered assigns, the principal sum of _____ Dollars (\$ _____), payable on the Maturity Date specified above, and in like manner to pay interest thereon accruing from the date of issue at the interest rate of 2.0% per annum (calculated on the basis of a 365-day year), payable on October 1 of each year thereafter, except as the provisions hereinafter set forth with respect to prepayment of this Series 2024 Bond may become applicable hereto, the principal on this Series 2024 Bond being payable in lawful money of the United States of America at the office of the Secretary of the Authority or his/her successor (the “Paying Agent”) in San Juan, Utah, and the interest hereon being payable by check or draft mailed to the Registered Owner of record as of the fifteenth day of the month next preceding each Interest Payment Date.

This Bond one of an authorized issue of bonds of like date, term, interest rate and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$ _____), issued in exchange for the conversion of the Issuer's Lease Revenue Bonds, Series 2024 dated _____, 2024 (the “Series 2024 Bonds”), originally issued in the aggregate principal amount of \$21,366,000, and authorized by a Master Resolution of the Issuer dated as of _____, 2024

(which Master Resolution, as from time to time amended and supplemented, is hereinafter referred to as the “Master Resolution”), which was authorized by a resolution adopted on May 21, 2024. This Bond and the Series 2024 Bonds of which it is a part are issued pursuant to (i) the Master Resolution and (ii) the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, for the purpose of (i) financing a portion of the costs of the construction of a Public Safety Building Remodel and Expansion related improvements in San Juan County, Utah (the “Project”), and (ii) paying necessary expenses incidental thereto, including the costs of issuing the Series 2024 Bonds. The Project has been leased by Authority to San Juan County, Utah, a body politic of the State of Utah (the “County”), under the terms of an annually renewable Lease Agreement dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Lease”). The Project Site (as defined in the Lease) has been leased by the County to the Authority pursuant to the terms of a Ground Lease dated as of _____, 2024 (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the “Ground Lease”). Under the Lease, the County has agreed to pay annual rental payments to the Authority (the “Base Rentals”) in consideration of its right to use the Project and for the purchase option granted therein. In addition to the Base Rentals, the County has agreed to pay certain other payments (the “Additional Rentals”) sufficient to pay administrative costs of the Authority, the required deposit to the reserve Fund under the Master Resolution certain insurance premiums, taxes and other expenses with respect to the Project expressly required under the Lease. Under the Lease, the County has been granted an option to purchase the Project and terminate its payment obligations with respect to the Project under the Lease at any time upon payment of the Purchase Option Price (as defined in the Lease) which amount shall be sufficient to pay the principal of, premium, if any, and any interest on the Series 2024 Bonds as the same shall become due in accordance with their terms at maturity or at the earliest applicable prepayment or redemption date as provided under the Master Resolution. THE PURCHASE OPTION PRICE IS PAYABLE SOLELY AT THE OPTION OF THE COUNTY AND THE COUNTY IS UNDER NO OBLIGATION TO EXERCISE ITS OPTION TO PURCHASE THE PROJECT.

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

The Series 2024 Bonds are issued under and secured by and entitled to the protection of the Master Resolution duly adopted by the Authority and pursuant to which all Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and payable by the County under the Lease and the Purchase Option Price, if paid by the County, are assigned to secure the payment of principal of, premium, if any, and any interest on the Series 2024 Bonds. Additionally, the Authority has granted a security interest in the Project to the holders of the Series 2024 Bonds, pursuant to a Deed

of Trust, Assignment of Rents and Security Agreement as defined in the Master Resolution (the “Security Documents”), to further secure its obligations hereunder.

The obligation of the County to pay Base Rentals and Additional Rentals with respect to the Project is subject to the annual renewal of the Lease and to the right of the County to terminate its payment obligations with respect to the Project under the Lease in the event that there shall be a failure to appropriate for the purpose of paying the Base Rentals and Additional Rentals. In the event that the County's payment obligations under the Lease shall be terminated by reason of a failure to appropriate (referred to herein as an “Event of Non-appropriation”) or by reason of an Event of Default (as defined in the Lease) the principal amount of this Bond will be payable from such moneys, if any, as may be available under the Master Resolution for such purpose, including any moneys received from a liquidation or other disposition of the Project including a foreclosure of the lien of the Security Documents. Under certain circumstances, the Series 2024 Bonds may also be payable from the proceeds of title or casualty insurance policies, performance bonds of contractors for the Project, condemnation awards and liquidation proceeds with respect to the Project.

The Master Resolution provides that the Authority may hereafter issue Refunding Bonds (the “Refunding Bonds”) or Additional Bonds (the “Additional Bonds”) from time to time under certain terms and conditions contained therein and in the Lease and, if issued, the Refunding Bonds and/or the Additional Bonds will rank on a parity with this Bond and be equally and ratably secured and entitled to the protection of the Master Resolution and the Security Documents (the Series 2024 Bonds, including this Bond, the Refunding Bonds and the Additional Bonds are referred to herein as the “Bonds”). Reference is hereby made to the Lease, the Ground Lease, the Security Documents and the Master Resolution for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the County, the Authority and the holders of the Bonds, the issuance of Refunding Bonds or Additional Bonds, the terms under which the Bonds are issued and secured, the terms and conditions under which the Bonds will be deemed to have been paid or redeemed, at or prior to maturity of the Bonds, and the rights of the holders of the Bonds upon the occurrence of an Event of Default or an Event of Non-appropriation.

The Series 2024 Bonds constitute special, limited obligations of the Authority. Except to the extent payable from the proceeds of the Series 2024 Bonds and the income from the investment thereof, the proceeds of certain funds held by the Authority, the proceeds of certain insurance policies, performance bonds and condemnation awards or the proceeds, if any, from a liquidation or other disposition of the Project subsequent to foreclosure of the lien of the Master Resolution and the Security Documents, the Series 2024 Bonds are payable solely from Base Rentals, that portion of the Additional Rentals required to be deposited in the Reserve Fund and the Purchase Option Price, if paid by the County under the Lease. Payments under the Lease may be made only from County

Funds (as defined in the Lease) which are budgeted and appropriated by the County for such purpose.

Neither the Lease nor the Series 2024 Bonds shall constitute or give rise to a general obligation indebtedness of the County, or a charge against the County or the general credit or taxing power of the County. Neither the County nor the Authority on its behalf, has pledged the credit of the County to the payment of the Series 2024 Bonds or amounts due or to become due under the Lease. The Authority has no taxing power.

THE COUNTY IS NOT OBLIGATED TO APPROPRIATE COUNTY FUNDS FOR THE PURPOSE OF PAYING BASE RENTALS, ADDITIONAL RENTALS OR THE PURCHASE OPTION PRICE UNDER THE LEASE, AND NO JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN THE EVENT OF AN INSUFFICIENCY OF MONEYS TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST, IF ANY, ON THE SERIES 2024 BONDS. THE LEASE IS SUBJECT TO ANNUAL RENEWAL AND THE COUNTY'S PAYMENT OBLIGATIONS UNDER THE LEASE WILL BE TERMINATED UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION. IN SUCH EVENT, ALL PAYMENTS FROM THE COUNTY UNDER THE LEASE WILL TERMINATE AND THE SERIES 2024 BONDS WILL BE PAYABLE SOLELY FROM AND TO THE EXTENT OF SUCH MONEYS, IF ANY, AS MAY BE HELD BY THE AUTHORITY UNDER THE MASTER RESOLUTION (EXCEPT FOR MONEYS HELD FOR SERIES 2024 BONDS NOT THEN DEEMED OUTSTANDING) AND ANY MONEYS MADE AVAILABLE FROM A LIQUIDATION OR OTHER DISPOSITION OF THE PROJECT SUBSEQUENT TO FORECLOSURE OF THE LIEN OF THE MASTER RESOLUTION AND THE SECURITY DOCUMENTS. UPON THE OCCURRENCE OF AN EVENT OF NON-APPROPRIATION OR AN EVENT OF DEFAULT UNDER THE LEASE, THERE IS NO GUARANTY OR ASSURANCE OF ANY PAYMENT OF THE SERIES 2024 BONDS.

No deficiency judgment upon foreclosure may be entered against the County or the Authority, and no breach of any provision of the Lease, the Ground Lease, the Security Documents, the Bonds or the Master Resolution shall impose any general obligation or liability upon or a charge against the County or the Authority or the general credit or taxing powers of the County. No judgment requiring a payment of money may be entered against the County by reason of an Event of Default or an Event of Non-appropriation under the Lease.

This Bond shall be registered in the name of the Registered Owner and any subsequent purchasers in the registration book in the office of the Secretary of the Authority, who shall be the Registrar. This Bond is transferable only by notation upon the registration book by the Registered Owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Authority, duly executed by the Registered

Owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

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

The Series 2024 Bonds are subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Authority in inverse order of the due date of the principal installments hereof, upon notice given as set forth in the Master Resolution. Except as otherwise provided in the following paragraph, in the event that this Bond is prepaid, such prepayment will be made at a price equal to 100% of the principal amount of the Bonds to be prepaid plus accrued interest on delinquent payments to the prepayment date.

The Series 2024 Bonds, including this Bond, are also subject to prepayment and redemption in whole on any date, if (i) the Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Project shall become apparent, or title to or the use of all or any material portion of the Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds (as defined in the Lease) of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing and replacing the Project, and (iii) the County elects to discharge its obligation to repair and replace the Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds into the Bond Fund, payment obligations of the County with respect to the Project under the Lease shall terminate and the County shall have no further obligation for the payment of Base Rentals and Additional Rentals with respect to the Project there under, and possession of the Project shall be surrendered to the Authority for the Bondholders. Thereafter, the Security Documents may, subject to the limitations set forth in Article X of the Master Resolution, be foreclosed and the Project liquidated and the Net Proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award deposited in the Bond Fund as provided above, as well as all other moneys on deposit in any fund created under the Master Resolution (except moneys held for the payment of principal of the Bond not then deemed Outstanding), shall be applied to the prepayment or redemption of the Bonds at the earliest possible redemption date. Such prepayment or redemption of the Bonds shall be made upon payment of the principal amount of the Bonds then Outstanding plus accrued interest, if any, thereon, all in accordance with the Master Resolution. In the event that the amount available to prepay the Series 2024 Bonds under this paragraph following a liquidation of the Project is less than the amount required to pay the Series 2024 Bonds in full to the prepayment date, the Series 2024 bonds shall be redeemed in whole and the amount available applied

as provided in the Master Resolution. IN THE EVENT THIS BOND IS TO BE PREPAID SUBSEQUENT TO THE OCCURRENCE OF AN EVENT DESCRIBED IN THIS PARAGRAPH BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF AND ACCRUED INTEREST, IF ANY, TO THE PREPAYMENT DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE HOLDERS OF THIS BOND AGAINST THE AUTHORITY OR THE COUNTY.

In the event this Bond or portions thereof (which shall be \$1,000 or any integral multiple thereof) are prepaid, notice of redemption shall be mailed by the Authority, postage prepaid, at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at its address appearing on the registration books maintained by the Authority. Failure to give such notice or any defect therein or in the mailing thereof shall not affect the call for the prepayment by the Authority.

This Bond is issued pursuant to and in full compliance with the Articles of Incorporation of the Authority and the Constitution and laws of the State of Utah, and pursuant to a resolution adopted by the Authority which authorizes the execution and delivery of the Lease, the Ground Lease, the Master Resolution, the Security Documents and the issuance of the Series 2024 Bonds. As required by the Articles of Incorporation of the Authority, the County Commission have by resolution authorized the Authority to issue this Bond and to execute and deliver the Lease, the Ground Lease, the Master Resolution, and the Security Documents.

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

The Master Resolution permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Authority and the rights of the holders of the Series 2024 Bonds at any time by the Authority with the consent of the County (if an Event of Non-appropriation or an Event of Default does not then exist under the Lease) and the holders of not less than 51% in aggregate principal amount of the Series 2024 Bonds then Outstanding. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future holders of this Bond and of any Series 2024 Bonds issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Master Resolution also permits waiver of compliance by the Authority with any terms of the Master Resolution except payment defaults with respect to the principal of or interest on any Outstanding Bond unless

certain conditions are met with the consent of the holders of not less than 100% in aggregate principal amount of the Bonds then Outstanding.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Master Resolution and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; that the issuance of this Bond, together with all other obligations of the Authority, do not exceed or violate any constitutional or statutory debt limitation.

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

LOCAL BUILDING AUTHORITY OF SAN
JUAN COUNTY, UTAH

By: _____ (DONOT SIGN)
Chair

Attest:

By: _____ (DO NOT SIGN)
Secretary

(L B A S E A L)

ASSIGNMENT

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

(Tax Identification or Social Security No. _____) 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: _____

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

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Dd-15.

EXHIBIT B

DESCRIPTION OF THE PROJECT
AND THE PROJECT SITE

(1) Description of Project:

The acquisition and construction of a Public Safety Building Remodel and Expansion and related improvements.

(2) Description of Project Site:

Real property located in San Juan County, Utah, to-wit:

EXHIBIT C

ESCROW AGREEMENT

(See Transcript Document No. __)