

BOND PURCHASE AGREEMENT

\$[PAR]  
SANTAQUIN CITY, UTAH  
SEWER REVENUE BONDS  
SERIES 2025

[\_\_\_\_\_, 2025]

Santaquin City  
110 S. Center Street  
Santaquin, Utah 84655

The undersigned, \_\_\_\_\_ (the “Purchaser”), offers to purchase from Santaquin City, Utah (the “Issuer”), \$[PAR] in aggregate principal amount of Sewer Revenue Bonds, Series 2025 (the “Bonds”) issued under a Master Resolution dated as of [\_\_\_\_\_ 1, 2025] (the “Master Resolution”), with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Purchase Agreement (the “Purchase Agreement”), contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid for, and the expected date of delivery and payment.

2. You represent and covenant to the Purchaser that (a) you have as of the closing of the Bonds on the date hereof (the “Closing”), the power and authority to enter into and perform this Purchase Agreement and the Master Resolution; (b) you have adopted a parameters resolution dated July 15, 2025 (the “Resolution”) that authorized the delivery and sale of the Bonds to the Purchaser pursuant to the terms and conditions set forth therein and in this Purchase Agreement and the Master Resolution; (c) this Purchase Agreement, the Resolution, the Master Resolution and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject; (d) other than the Resolution, no governmental approval or authorization is required in connection with the execution and delivery of the Bonds; (e) this Purchase Agreement, the Master Resolution, the Resolution, and the Bonds are and shall be at the time of the Closing legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors’ rights; and (f) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer, its boundaries or the titles of its officers to their respective offices as of the date the Resolution was adopted or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Resolution, the Master Resolution or this Purchase Agreement, or contesting the powers of the Issuer or any

authority for the issuance, sale and delivery of the Bonds, the adoption of the Resolution, the execution and delivery of the Master Resolution and this Purchase Agreement or the Bonds or the Issuer's legal right, power and authority to collect, receive and pledge the Net Revenues (as such term is defined in the Master Resolution).

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

(a) From June 30, 2024 to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer and its System (as defined in the Master Resolution); (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Issuer or the owners of the Bonds or the interest thereon or the transactions contemplated by this Purchase Agreement; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting in an adverse way, in the Purchaser's reasonable opinion, the market price of the Bonds.

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

(i) The Bonds, in definitive form, registered and duly executed;

(ii) The Master Resolution in final form, duly executed and delivered;

(iii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing;

(iv) The approving opinion of the Issuer's counsel, satisfactory to the Purchaser and Bond Counsel;

(v) The approving opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, satisfactory to the Purchaser dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal and State of Utah income tax purposes; and

(vi) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. At the Closing, the Purchaser will deliver to the Issuer a Certificate and Receipt of Purchaser substantially in the form of Exhibit B, which is hereby incorporated by reference into this Purchase Agreement, and which contains certain transfer restrictions with respect to the Bonds.

5. The Purchaser represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the

Utah Code, “economic boycott” means an action targeting a “boycotted company” with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code “boycotted company” means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Purchaser covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Agreement.

6. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, counsel to the Purchaser, Bond Counsel, and the Municipal Advisor.

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

8. This Purchase Agreement shall be governed by the laws of the State of Utah.

9. This Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Purchase Agreement shall become effective upon the execution by the parties hereto.

Sincerely,

[PURCHASER NAME]

By: \_\_\_\_\_  
Name

Accepted on behalf of  
SANTAQUIN CITY, UTAH

By: \_\_\_\_\_  
Mayor

ATTEST AND COUNTERSIGN:

By: \_\_\_\_\_  
City Recorder

(SEAL)

## EXHIBIT A

### DESCRIPTION OF BONDS

1. Issue Size: \$[PAR]
2. Purchase Price: \$[PAR]
3. Purchaser's Counsel Fee: \$[\_\_\_\_\_]
4. Accrued Interest: \$[-0-]
5. Interest Payment Dates: [March 1 and September 1, beginning March 1, 20\_\_]
6. Dated Date: Date of delivery
7. Form: Registered Bonds
8. Closing Date: [\_\_\_\_\_, 2025] or as otherwise agreed upon
9. Redemption: [The Bonds are subject to redemption prior to maturity on any date, in whole or in part, at the option of the Issuer, in chronological order of maturity, upon not less than thirty (30) nor more than sixty (60) days' prior notice at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest, including any default interest, thereon to the date of redemption].

### MATURITY SCHEDULE

<u>Maturity Date</u> [(September 1)]	<u>Principal Amount</u>	<u>Interest Rate</u>
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## EXHIBIT B

### CERTIFICATE AND RECEIPT OF PURCHASER

The undersigned authorized representative of \_\_\_\_\_ (the “Purchaser”) in connection with the purchase on this date from the Santaquin City, Utah (the “Issuer”), of its \$\_\_\_\_\_ Sewer Revenue Bonds, Series 2025 (the “Bonds”), issued pursuant to (a) a parameters resolution dated July 15, 2025 (the “Resolution”) and (b) a Master Resolution dated as of [\_\_\_\_\_ 1, 2025] (the “Master Resolution”), hereby certifies on behalf of the Purchaser as follows:

1. The undersigned hereby acknowledges receipt on this date of \$\_\_\_\_\_ in total principal amount of the Bonds.

2. The undersigned is authorized to accept receipt of the Bonds and to execute and deliver any and all receipts or other acknowledgments in connection therewith.

3. The Bonds were purchased at a price of \$\_\_\_\_\_ and none of the Bonds were reoffered to the public.

4. The Purchaser understands that the Bonds (i) have not been registered under the Securities Act of 1933, as amended (the “Act”), and (ii) have not been registered or qualified under any state securities or “Blue Sky” laws, and that the Indenture under which the Bonds are issued, has not been qualified under the Trust Indenture Act of 1939, as amended. The Bonds have been acquired for the Purchaser’s own account and not as agent or nominee, and for investment and not with a current view toward any resale and not with a view toward any distribution thereof. The Purchaser understands that it may not sell, transfer, or otherwise dispose of the Bonds without registration or qualification under the Act or without qualifying for an exemption therefrom. Should the Purchaser ever elect to sell the Bonds or any portion thereof, it will take full responsibility for any required registration, qualification or disclosure with respect to the Bonds.

5. In connection with the negotiations for the terms and conditions of the purchase of the Bonds by the Purchaser, the Issuer has delivered to the Purchaser all requested information concerning the Issuer and the security for the Bonds, and the Purchaser has had an opportunity to ask questions and receive answers from the Issuer relative to the Bonds, and to obtain any additional information furnished in response to such questions, and all such information so furnished has been to the satisfaction of the Purchaser. The Purchaser has also made such independent investigation of the Issuer and the security for the Bonds as the Purchaser deems to be necessary or advisable, and the Purchaser has been supplied with all information or data which the Purchaser believes to be necessary in order to reach an informed decision as to the advisability of purchasing the Bonds. The Purchaser is versed in financial matters, has had dealings over the years in securities, and is capable of understanding the type of investment being made with respect to the purchase of the Bonds and the risks involved in connection therewith. The Purchaser has based its decision to purchase the Bonds on the factual data provided to the Purchaser by the Issuer and on the inquiries and responses with respect thereto as described above.

6. The Purchaser (a) is a bank, any entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer

registered under the Securities Exchange Act of 1934, or a consortium of such entities and (b) has the present intent to hold the Bonds to maturity or earlier redemption or mandatory tender.

7. The Purchaser represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, “economic boycott” means an action targeting a “boycotted company” with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code “boycotted company” means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Purchaser covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including the Bond Purchase Agreement.