

Bicknell, Utah

January 11, 2023

The Board of Directors (the “*Board*”) of the Municipal Building Authority of Wayne School District, Utah (the “*Authority*”), met in regular public session on Wednesday, January 11, 2023, at its regular meeting place, 265 North 400 West, Bicknell, Utah, at 7:30 p.m., Utah time, due, legal and timely notice of the meeting having been given as required by law and the rules of the Board.

The meeting was called to order by Shawn Davis. The following members, constituting a quorum, were present:

President	April Torgerson
Vice President	Liz Torgerson
Director	Shawn Davis
Director	James Lamb
Director	Curtis Whipple.
ABSENT:	None.

There was also present Tyler Newton, Secretary/Treasurer and Randy Shelley, Superintendent of the Board of Education of Wayne County School District, Utah.

The Secretary/Treasurer then presented to the Board an affidavit evidencing the giving of not less than twenty-four (24) hours’ public notice of the agenda, date, time and place of the Wednesday, January 11, 2023 regular public meeting of the Board in compliance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, by (1) posting written notice of the meeting at the principal office of the Board, (2) providing notice to at least one newspaper of general circulation within the geographic jurisdiction of the Authority or to a local media correspondent, and (3) causing a Notice of Public Meeting to be posted at the Utah Public Notice Website. The affidavit was ordered recorded in the minutes of the meeting and is as follows:

STATE OF UTAH)
)
COUNTY OF WAYNE)

I, the undersigned, the duly qualified and acting Secretary/Treasurer of the Board of Directors (the “Board”) of Municipal Building Authority of Wayne School District, Utah (the “Authority”), do hereby certify, according to the records of the Board in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours’ public notice of the agenda, date, time and place of the Wednesday, January 11, 2023, regular public meeting held by the Board by:

(a) causing a Notice of Public Meeting in the form attached hereto as *Exhibit A* to be posted at the principal office of the Board at 101 East 200 North, Bicknell, Utah, on January 6, 2023, at least twenty-four (24) hours before the convening of the meeting, the Notice of Public Meeting having continuously remained so posted and available for public inspection during the regular office hours of the Board until the convening of the meeting;

(b) causing a copy of the Notice of Public Meeting in the form attached hereto as *Exhibit A* to be provided on January 6, 2023, at least twenty-four (24) hours before the convening of the meeting, to the *Wayne and Garfield County Insider*, a newspaper of general circulation within the geographic jurisdiction of the Authority; and

(c) causing a Notice of Public Meeting, in the form attached hereto as *Exhibit B*, to be posted on January 6, 2023 on the Utah Public Notice Website at least twenty-four (24) hours before the convening of the meeting.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature as Secretary/Treasurer of the Municipal Building Authority of Wayne School District, Utah, this 11th day of January, 2023.



Secretary/Treasurer

It was noted that, as required by Section 52-4-203, Utah Code Annotated 1953, as amended, written minutes and a recording of this meeting are being kept.

After the conduct of other business unrelated to the following, a resolution in the following form was thereupon introduced and after due consideration of the resolution by the Board, Curtis Whipple made a motion to adopt the resolution, and James Lamb seconded the motion. On being put to a vote, the motion was carried by the following vote:

AYE: Shawn Davis
 James Lamb
 April Torgerson
 Liz Torgerson
 Curtis Whipple.

NAY: None.

After the adoption of the resolution, the President of the Board and the Secretary/Treasurer of the Authority signed it and recorded it in a book kept for that purpose. The resolution is as follows:

RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE MUNICIPAL BUILDING AUTHORITY OF WAYNE SCHOOL DISTRICT, UTAH (THE “*AUTHORITY*”) OF NOT MORE THAN \$11,000,000 AGGREGATE PRINCIPAL AMOUNT OF ITS LEASE REVENUE BONDS, FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; PROVIDING FOR A PERIOD TO SUBMIT WRITTEN PETITIONS FOR AN ELECTION AS REQUIRED BY LAW; AND RELATED MATTERS.

WHEREAS, pursuant to the provisions of the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (collectively, the “*Act*”), the Governing Board (the “*Board*”) of the Municipal Building Authority of Wayne School District, Utah (the “*Authority*”), has authority to issue its lease revenue bonds for the purpose of financing certain improvements for and on behalf of the Board of Education of Wayne County School District, Utah (the “*Board of Education*”);

WHEREAS, the Authority desires to issue its Lease Revenue Bonds, Series 2023 (or such other series or title designated by the Authority) (the “*Series 2023 Bonds*”), in the aggregate principal amount of not to exceed approximately \$11,000,000 to (i) finance the costs of construction of a new high school and other capital improvements, including renovations at an elementary school or middle school, for use by the Board of Education (the “*Project*”), including any capitalized interest, (ii) fund any required deposit to a debt service reserve fund and (iii) pay costs of issuance of the Series 2023 Bonds;

WHEREAS, the Act provides that prior to issuing bonds, the Authority must (i) give notice of its intent to issue the Series 2023 Bonds and (ii) hold a public hearing to receive input from the public with respect to the issuance of the Series 2023 Bonds;

WHEREAS, the Authority desires to call a public hearing for this purpose and to publish a notice of such hearing, including a notice of bonds to be issued, in compliance with the Act with respect to the Series 2023 Bonds; and

WHEREAS, pursuant to Section 17D-2-502 of the Act, the Notice Public Hearing and Bonds to be Issued shall constitute the notice of intent to issue bonds and will provide for a 30-day period in which the registered voters of Wayne County School District, Utah (the “*District*”), may submit a written petition requesting an election to approve or disapprove the issuance of the Series 2023 Bonds; and

NOW, THEREFORE, it is hereby resolved by the Governing Board of the Municipal Building Authority of Wayne School District, Utah, as follows:

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

Section 2. The Board hereby finds and determines that it is in furtherance of the public purposes of the Authority and the Board of Education and in the best interests of the Authority and residents of the District for the Authority to issue not more than approximately \$11,000,000 aggregate principal amount of the Series 2023 Bonds, to bear interest at a rate or rates of not to exceed five and a half percent (5.50%) per annum, to mature in not more than twenty-one (21) years from their dated date, and to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof for the purpose of (i) financing the costs of acquisition and construction of the Project, including any necessary capitalized interest, (ii) funding any required deposit to a debt service reserve fund and (iii) paying costs of issuance of the Series 2023 Bonds, all pursuant to this Resolution, an authorizing resolution to be adopted and approved by the Board authorizing and confirming the issuance and sale of the Series 2023 Bonds (herein referred to as the “*Final Bond Resolution*”), an approving resolution of the Board of Education, an Indenture of Trust, Mortgage, Assignment of Lease Agreement and Security Agreement to be entered into at the time of issuance of the Series 2023 Bonds in substantially the form attached hereto as *Exhibit A* (the “*Indenture*”), and a Master Lease Agreement to be entered into at the time of issuance of the Series 2023 Bonds between the Authority and the Board of Education in substantially the form attached hereto as *Exhibit B* (the “*Lease*”), and the Authority hereby declares its intention to issue the Series 2023 Bonds according to the provisions of this Resolution, the Indenture, the Lease, and the Final Bond Resolution, when adopted, with such changes to the forms of such documents and additional documents, as may be approved at the time of adoption of the Final Bond Resolution.

Section 3. The Authority hereby directs officers and staff of the Authority to work with the Board of Education’s Financial Advisors to proceed with the sale of the Series 2023 Bonds, and to take all actions necessary in connection therewith, including preparation and distribution of any offering material with respect to the offering for the sale of the Series 2023 Bonds.

Section 4. In accordance with the provisions of the Act, the Authority shall (a) publish the following “Notice of Public Hearing and of Bonds to be Issued” and (b) hold a public hearing on February 8, 2023 to receive input from the public with respect to (i) the issuance of the Series 2023 Bonds and (ii) the potential economic impact that the Project will have on the private sector, and shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the office of the Secretary/Treasurer in Bicknell, Utah, for public examination during the regular business hours of the Authority until at least thirty (30) days from and after the date of publication thereof. The hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published as provided in (B) of the next sentence. The notice of public hearing shall be (A) published once in the *Wayne and Garfield County Insider*, a newspaper of general circulation within the District and (B) published on the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953. The “Notice of Public Hearing and of Bonds to be Issued” shall be in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN that on January 11, 2023, the Governing Board (the “*Board*”) of the Municipal Building Authority of Wayne School District, Utah (the “*Authority*”), adopted a resolution (the “*Resolution*”) declaring its intention to issue its Lease Revenue Bonds, Series 2023 (or such other series or title designated by the Authority) (the “*Series 2023 Bonds*”) pursuant to the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and calling a public hearing to receive input from the public with respect to the issuance of the Series 2023 Bonds.

TIME, PLACE, LOCATION AND PURPOSE OF PUBLIC HEARING

The Authority shall hold a public hearing on Wednesday, February 8, 2023, during the meeting of the Board that begins at 6:00 p.m. The location of the public hearing is at the Ednet Room of Wayne High School, 265 North 400 West, in Bicknell, Utah. The purpose of the hearing is to receive input from the public with respect to (i) the issuance of the Series 2023 Bonds and (ii) any potential economic impact that the improvements, facilities or properties financed in whole or in part with the proceeds of the Series 2023 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING BONDS

The Authority intends to issue the Series 2023 Bonds for the purpose of (i) finance the costs of construction of a new high school and other capital improvements, including renovations at an elementary school or middle school, for use by the Board of Education of Wayne County School District, Utah (the “*Board of Education*”), including any capitalized interest (the “*Project*”), (ii) funding any required deposit to a debt service reserve fund and (iii) paying issuance expenses to be incurred in connection with the issuance of the Series 2023 Bonds.

PARAMETERS OF THE SERIES 2023 BONDS

The Authority intends to issue the Series 2023 Bonds in the principal amount of not to exceed eleven million dollars (\$11,000,000), to bear interest at a rate or rates of not to exceed 5.50% per annum, to mature in not more than 21 years from their date or dates, and to be sold at a price not less than 98% of the total principal amount thereof.

The Series 2023 Bonds are to be issued and sold by the Authority pursuant to the Resolution, including as exhibits to said Resolution a form of an Indenture of Trust, Mortgage, Assignment of Lease Agreement and Security Agreement (the “*Indenture*”) and a form of a Master Lease Agreement (the “*Lease*”) and a final bond resolution to be adopted by the Board at a later date. The Indenture and the Lease are to be executed by the Authority and/or the Board of Education with such terms and provisions and any changes thereto as shall be approved by the Authority and the Board of Education at the time of adoption of final bond resolution and the approving resolution, as applicable.

PLEDGE AND OUTSTANDING DEBT

The Authority proposes to pledge to the payment of the Series 2023 Bonds various rental payments made to the Authority by the Board of Education, pursuant to the Indenture and the Lease. The Authority has no other lease revenue bonds outstanding under the Indenture or the Lease or any separate indentures and lease agreements. More detailed information relating to the Authority's outstanding bonds can be obtained by contacting the Secretary/Treasurer of the Authority at 79 North 100 West, in Bicknell, Utah.


ESTIMATED COST OF THE SERIES 2023 BONDS

Assuming a final maturity for the Series 2023 Bonds of 20 years from the proposed date of issuance of such Bonds and that the Bonds are issued in an aggregate principal amount of \$9,475,000 and are held until maturity, based on the Authority's currently expected financing structure and interest rates in effect around the time of publication of this notice, the estimated total cost to the Authority of the proposed Series 2023 Bonds is \$14,695,996.88.

A copy of the Resolution and the forms of Indenture and the Lease are on file in the office of the Secretary/Treasurer at the Authority's offices, at 79 North 100 West, in Bicknell, Utah, where they may be examined during regular business hours from 8:00 a.m. to 4:00 p.m. Monday through Thursday and from 8:00 a.m. to 1:00 p.m. on Friday for a period of at least thirty (30) days from and after the first date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture, the Lease or the Series 2023 Bonds, or any provision made for the security and payment of the Series 2023 Bonds, and after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever, and (ii) registered voters within the County may sign a written petition requesting an election to authorize the issuance of the Series 2023 Bonds. If written petitions which have been signed by at least 20% of the registered voters of the Wayne County School District (the "District") are filed with the Authority during said 30-day period, the Authority shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2023 Bonds. If fewer than 20% of the registered voters of the District file a written petition during said 30-day period, the Authority may proceed to issue the Series 2023 Bonds without an election.

DATED this 11th day of January, 2023.

/s/ Tyler Newton 
Secretary/Treasurer of the Municipal
Building Authority of Wayne School
District, Utah

Section 5. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution; *provided, however,* that nothing in this Section shall be construed to amend or modify the limitations provided in Section 2 hereof.

Section 6. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 7. All proceedings, resolutions, and actions of the Board of Education (on behalf of the Authority), the Board, the Authority and their respective officers and agents taken in connection with the sale and issuance of the Series 2023 Bonds are hereby ratified, confirmed, and approved.

Section 8. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

(Signature page follows.)

APPROVED AND ADOPTED this 11th day of January, 2023.

MUNICIPAL BUILDING AUTHORITY OF WAYNE
SCHOOL DISTRICT, UTAH

By 
President

ATTEST AND COUNTERSIGN:

By: 
Secretary/Treasurer

EXHIBIT A

[ATTACH FORM OF INDENTURE OF TRUST, MORTGAGE, ASSIGNMENT OF LEASE AGREEMENT AND
SECURITY AGREEMENT]

Recorded Please Return to:

Ryan D. Bjerke, Esq.
Chapman and Cutler LLP
215 South State Street, Suite 560
Salt Lake City, Utah 84111

**INDENTURE OF TRUST, MORTGAGE, ASSIGNMENT OF
LEASE AGREEMENT AND SECURITY AGREEMENT**

Dated as of _____ 1, 2023

MUNICIPAL BUILDING AUTHORITY OF WAYNE SCHOOL DISTRICT, UTAH

(Trustor, Mortgagor and Debtor)

TO

_____,
as Trustee (Trustee, Mortgagee and Secured Party)

Authorizing the Issuance of and Securing \$_____ Lease Revenue Bonds, Series 2023, of the
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**INDENTURE OF TRUST, MORTGAGE, ASSIGNMENT
OF LEASE AGREEMENT AND SECURITY AGREEMENT**

THIS INDENTURE OF TRUST, MORTGAGE, ASSIGNMENT OF LEASE AGREEMENT AND SECURITY AGREEMENT, dated as of _____ 1, 2023 (the or this “*Indenture*”), by and between the Municipal Building Authority of Wayne School District, a Utah nonprofit corporation (the “*Issuer*”), whose mailing address is located at _____, Bicknell, Utah _____, acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of the Board of Education of Wayne County School District, Utah, and _____, as trustee (the “*Trustee*”), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out, whose mailing address and principal corporate trust office are located at _____, _____, _____,

WITNESSETH:

WHEREAS, the Board of Education (the “*Board of Education*”) of Wayne County School District, Utah (the “*District*”), has organized the Issuer solely for the purpose of (a) accomplishing the public purposes for which the Board of Education and the District exist by acquiring, improving or extending any improvements, facilities or properties (whether real or personal) and appurtenances to them which the Board of Education and the District are authorized or permitted by law to acquire, including, but not limited to, public buildings or other structures of every nature or any joint or partial interest in the same, which improvements, facilities, properties and appurtenances need not be situated within the boundaries of the District and (b) financing the costs of such projects on behalf of the Board of Education in accordance with the procedures and subject to the limitations of the Utah Local Building Authority Act, Title 17D, Chapter 2 of the Utah Code Annotated 1953, as amended (the “*Act*”);

WHEREAS, the Act provides that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as such term is defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer;

WHEREAS, the Board of Education, on behalf of the Board of Education and the District, desires the Issuer to undertake certain costs of acquiring, constructing and improving certain projects pursuant to the Act consisting of the acquisition, construction and improvement on a certain tract of land located in [Bicknell City], in Wayne County, Utah, more particularly described in *Exhibit A* attached hereto (such land and the portion of the proposed high school building and other structures and facilities on such land are collectively referred to herein as the “*School Site*”) of certain portions of the replacement of Wayne High School, and related fixtures, chattels,

equipment, appliances, furniture, furnishings, machinery, inventory, supplies and maintenance and repair equipment (collectively, the “2023 Facilities”), including, but not limited to, those certain 2023 Facilities consisting of that portion of the new Wayne High School described as _____ (the “Pledged Portion”);

WHEREAS, the Board of Education, as owner of marketable fee simple title to the School Site, has agreed to lease to the Issuer, and the Issuer has agreed to lease from the Board of Education, the School Site pursuant to that certain Ground Lease, dated as of the date hereof (the “Ground Lease”), between the Issuer and the Board of Education;

WHEREAS, the Issuer and the Board of Education will, simultaneously with the execution and delivery of this Indenture, enter into (a) that certain Master Lease Agreement, dated as of the date hereof (the “Lease”), pursuant to which the Issuer has agreed to fund certain costs to acquire, construct and improve or to cause the acquisition, construction and improvement of the 2023 Facilities, and to lease the Pledged Portion to the Board of Education on the terms and conditions set forth therein (the Pledged Portion and the School Site are collectively referred to hereinafter as the “Leased Property”) and (b) that certain Facilities Use and Lease Agreement, dated as of the date hereof (the “Facilities Lease”), pursuant to which the Issuer will lease to the Board of Education the remaining portion of the new high school building and other structures and facilities on the School Site, including certain of the 2023 Facilities, but excluding the Pledged Portion (the “BoE Facilities” and, collectively with the Pledged Portion, the “High School Facilities”);

WHEREAS, the Board of Education has agreed, as agent of the Issuer pursuant to that certain Construction Agency Agreement, dated as of the date hereof, to acquire, construct and improve or cause the acquisition, construction and improvement of the High School Facilities on the School Site, all as provided therein and in the Lease;

WHEREAS, pursuant to and in accordance with the provisions of the Act, by resolution of the Board of Trustees of the Issuer, the Issuer has determined (a) to issue its \$_____ aggregate principal amount of Municipal Building Authority of Wayne School District, Utah, Lease Revenue Bonds, Series 2023 (the “Series 2023 Bonds”), to provide funds for the purpose of (i) paying a portion of the costs of acquiring, constructing and improving the 2023 Facilities on the School Site for the use, occupancy and operation thereof by the Board of Education and any permitted sublessees as provided in the Lease, and (ii) paying costs of issuance relating to the issuance, sale and delivery of the Series 2023 Bonds and (b) to lease the Leased Property to the Board of Education in consideration of certain base rentals and additional rentals to be paid as hereinafter described which will be sufficient (so long as the Board of Education extends the term of the Lease for each successive one-year renewal term) to pay the principal of, and premium, if any, and interest on, the Series 2023 Bonds and certain other costs and expenses as hereinafter described;

WHEREAS, it is anticipated that additional amounts may be necessary to complete or improve the Leased Property or for other specified purposes and as a result thereof provision should be made for the issuance of additional parity bonds from time to time (hereinafter referred to as the “Additional Bonds”), which Additional Bonds together with the Series 2023 Bonds are hereinafter collectively referred to as the “Bonds;”

WHEREAS, the execution and delivery of this Indenture and the Lease and the issuance of the Series 2023 Bonds under the Act have been in all respects duly and validly authorized by resolution duly passed and approved by the Governing Board of the Issuer subject to approval of the issuance of the Series 2023 Bonds and the terms thereof by resolution duly passed and approved by the governing body of the Board of Education;

WHEREAS, pursuant to and in accordance with the provisions of the Act, by resolution duly adopted by the Board of Education, the Board of Education has heretofore approved the issuance of the Series 2023 Bonds and the terms thereof;

WHEREAS, the proceeds of sale of the Bonds are to be held hereunder and applied by the Trustee in accordance with the terms hereof, including, to the extent provided herein, for the acquisition, construction and improvement of the Leased Property in accordance with the terms hereof and of the Lease; and

WHEREAS, the Series 2023 Bonds and the Trustee's certificate of authentication to be endorsed thereon are to be in substantially the following form, and any Additional Bonds and the Trustee's certificate of authentication thereon are also to be in substantially the following form (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

[FORM OF SERIES 2023 BOND]

REGISTERED
NUMBER R-__

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF UTAH

MUNICIPAL BUILDING AUTHORITY OF WAYNE SCHOOL DISTRICT, UTAH
LEASE REVENUE BOND, SERIES 2023

INTEREST RATE

MATURITY DATE

DATED DATE

_____ %

_____ 1, _____

_____, 20__

REGISTERED OWNER:

PRINCIPAL AMOUNT:----- DOLLARS-----

KNOW ALL MEN BY THESE PRESENTS that the Municipal Building Authority of Wayne School District, Utah, a Utah nonprofit corporation, (the "Issuer") acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of the Board of Education (the "Board of Education") of Wayne County School District, Utah (the "District"), for value received, hereby promises to pay, but only from the Trust Estate as provided in the Indenture (hereinafter defined), to the registered owner identified hereon, or registered assigns, on the maturity date specified hereon, upon presentation and surrender hereof, the principal amount specified hereon (the "Principal Amount"), and in like manner to pay to the registered owner hereof interest on the balance of the Principal Amount from time to time remaining unpaid from the Bond Interest Payment Date (as defined in the Indenture) next preceding the date of registration and authentication hereof, unless this Bond is registered and authenticated as of a Bond Interest Payment Date, in which event the Principal Amount shall bear interest from such Bond Interest Payment Date, or unless this Bond is registered and authenticated prior to the first Bond Interest Payment Date, in which event the Principal Amount shall bear interest from the dated date specified above (the "Dated Date"), or unless, as shown by the records of the Trustee (hereinafter defined), interest on the Bonds is in default, in which event the Principal Amount shall bear interest from the date to which such interest has been paid in full, or unless no interest has been paid on this Bond, in which event the Principal Amount shall bear interest from the Dated Date, at the interest rate per annum specified above (calculated on the basis of a year of 360 days completed of twelve 30-day months), paid semiannually thereafter on _____ 1 and _____ 1 of each year, commencing _____ 1, 2023, until payment in full of the Principal Amount, except as the provisions set forth in the Indenture with respect to redemption prior to maturity may become applicable hereto, and to pay interest on overdue principal at the interest rate specified above from the date on which such principal becomes due until the same is paid.

The principal of and premium, if any, on this Bond shall be payable at the Principal Corporate Trust Office of the Trustee, or at the principal corporate trust office of its successor, upon presentation and surrender hereof, and interest on this Bond shall be paid to the person in whose name this Bond is registered (the “*registered owner*”) in the registration books of the Issuer maintained by the Trustee (the “*Register*”) as of the close of business on the fifteenth day of the month preceding each Bond Interest Payment Date (the “*Regular Record Date*”) and shall be paid by check or draft drawn on the Trustee or its successor and mailed on the Bond Interest Payment Date to the registered owner hereof at the address on the Register or at such other address as is furnished to the Trustee in writing by the registered owner hereof prior to the Regular Record Date. Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner hereof as of the close of business on a Special Record Date (as defined in the Indenture) for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner hereof not less than ten days prior thereto. The principal of, and premium, if any, and interest on, the Bonds shall be paid in lawful money of the United States of America.

“*Principal Corporate Trust Office of the Trustee*” shall mean the office of the Trustee at _____, _____, _____.

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Indenture or the Lease (each hereinafter defined), as applicable.

This Bond is one of the first series of Bonds (the “*Series 2023 Bonds*”), limited in aggregate principal amount to \$_____, issued or to be issued under and by virtue of the Utah Local Building Authority Act, of Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “*Act*”), and under and pursuant to, and equally and ratably with said other Bonds secured by, the Indenture of Trust, Mortgage, Assignment of Lease Agreement and Security Agreement, dated as of _____ 1, 2023 (the “*Indenture*”), between the Issuer and _____, as Trustee (the “*Trustee*”), for the purpose of financing certain costs of certain projects pursuant to the Act consisting of the acquisition, construction and improvement on a certain tract of land located in [Bicknell City], in Wayne County, Utah (the “*School Site*”) of certain portions of the replacement of Wayne High School and related improvements, facilities, fixtures, chattels, equipment, appliances, furniture, furnishings, machinery, inventory, supplies and maintenance and repair equipment (collectively, the “*2023 Facilities*”), including, but not limited to, those certain 2023 Facilities consisting of that portion of the Wayne High School renovations described as _____, as more particularly described as the Pledged Portion in *Exhibit A* to the hereinafter defined Lease (the “*Pledged Portion*”), for the Board of Education (the “*Lessee*”).

As provided in the Indenture, the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein, and, if issued, such Additional Bonds will rank *pari passu* with the Series 2023 Bonds.

Pursuant to the Indenture and except as therein expressly provided, the Issuer has mortgaged, assigned and pledged to the Trustee for the benefit of the owners of the Bonds all of

its right, title and interest in and to the Pledged Portion (hereinafter defined) and the School Site (collectively, the “*Mortgaged Property*”)(subject to the Facilities Lease described below) and the Lease. Copies of the Indenture are on file at the Principal Corporate Trust Office of the Trustee and reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds, a description of the pledges and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledges, the rights with respect thereto, a description of the property mortgaged, the issuance of Additional Bonds and the other terms and conditions upon which the Bonds are or may be issued and secured, to all of the provisions of which the owner hereof, by the acceptance of this Bond, does hereby assent and agree.

Under that certain Master Lease Agreement, dated as of _____ 1, 2023 (the “*Lease*”), the School Site and the Additions (collectively, the “*Leased Property*”) have been leased by the Issuer to the Lessee, and the Lessee has agreed to pay directly to the Trustee (as assignee of the Issuer) the base rental payments (the “*Base Rentals*”) commencing _____ 15, 2023, in consideration of the Lessee’s right to use, occupy and operate the Leased Property. In addition to the Base Rentals, the Lessee has agreed to make certain other payments (the “*Additional Rentals*”) sufficient to pay the fees and expenses of the Trustee, certain insurance premiums, taxes, utility charges, costs of maintenance and repair and other expenses expressly required to be paid by the Lessee under the Lease.

The term of the Lease is subject to annual renewal with respect to the rights and obligations of the Lessee. The obligation of the Lessee to pay the Base Rentals and the Additional Rentals (collectively, the “*Rentals*”) under the Lease will terminate in the event that the governing body of the Lessee fails or refuses to appropriate, specifically with respect to the Lease, moneys sufficient to pay all the Base Rentals and reasonably estimated Additional Rentals for the next succeeding renewal term of the Lease or in the event of the unavailability of such moneys for such purpose for any other reason. In the event that the term of the Lease is terminated as to the Lessee’s possessory rights in the Leased Property as a result of the occurrence of any event described in the foregoing sentence (herein referred to as an “*Event of Nonappropriation*”) or is terminated by reason of the occurrence of an Event of Default (as defined in the Lease), the principal of and interest on the Bonds will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from foreclosure on and liquidation, reletting or sale of the Mortgaged Property (subject to the Lessee’s leasehold interest in the remaining portion of the new high school building and other structures and facilities on the School Site, including a portion of the 2023 Facilities, but excluding the Pledged Portion (the “*BoE Facilities*” and, collectively with the Pledged Portion, the “*High School Facilities*”) pursuant to a Facilities Use and Lease Agreement, dated as of _____ 1, 2023 (the “*Facilities Lease*”) as provided in the Indenture. Under certain circumstances, the principal of and interest on the Bonds may also be payable from the net proceeds of title or casualty insurance policies, performance bonds of contractors for the 2023 Facilities, or condemnation awards, or the net proceeds received as a consequence of default under construction contracts with respect to the 2023 Facilities. The term of the Lease may also be terminated in the event that the Lessee shall exercise its option (commencing _____ 1, 20__) to purchase the Leased Property by making payment of the Option Price (as defined in the Lease) as provided in the Lease. In the event that the Lessee shall pay the Option Price, the proceeds thereof are required to be used to redeem principal of the Bonds

then outstanding in whole and interest thereon to the redemption date and premium (if any) thereon.

The Bonds are issuable solely as fully-registered Bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof (“*Authorized Denomination*”).

This Bond is transferable, as provided in the Indenture, only upon the Register, by the registered owner hereof in person or by such owner’s attorney duly authorized in writing upon surrender of this Bond to the Trustee together with a duly executed written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney. Upon such transfer, a new Bond or Bonds of the same aggregate principal amount and Series, designation, maturity and interest rate as the surrendered Bond will be issued to the transferee in exchange therefor, all subject to the terms and conditions set forth in the Indenture. The Issuer, the Trustee and any paying agent and registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond is overdue, for the purpose of receiving payment of or on account of principal or redemption price hereof and interest due hereon and for all other purposes, and neither the Issuer, the Trustee nor any paying agent and registrar shall be affected by any notice to the contrary.

The Series 2023 Bonds are not subject to call and redemption prior to maturity except as described below.

(a) The Series 2023 Bonds shall be subject to redemption (i) in whole on any date on or after _____ 1, 20__, in the event that the Lessee exercises its option pursuant to the Lease to purchase the Leased Property on the applicable Optional Purchase Date, or (ii) in whole or in part (if in part in any integral multiple of \$5,000) on any date on or after _____ 1, 20__, in the event that the Lessee prepays additional Base Rentals as authorized by the Lease, in either such case at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 100% plus accrued interest thereon to the redemption date.

(b) The Series 2023 Bonds shall be subject to redemption prior to maturity in whole or in part from time to time and, if in part, by lot in such manner as the Trustee shall determine to be fair and equitable, at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the redemption date, but without premium, in the event that (i) the 2023 Facilities are damaged or destroyed, in whole or in part, or the Mortgaged Property or any portion thereof is taken in a condemnation proceeding, or certain other events occur with respect to the title to the Mortgaged Property or construction defects in the 2023 Facilities as described in the Lease, (ii) the net proceeds of any insurance policy, performance bond or condemnation award, or the net proceeds received as a consequence of defaults under any construction contract, made available by reason of one or more such occurrences, and any other legally available moneys, shall be insufficient to pay in full the cost of rebuilding, replacing or repairing the Leased Property and (iii) the Lessee elects, pursuant to the Lease, to waive its obligation to rebuild, repair or replace the affected portion of the Leased Property by depositing such net proceeds into the Redemption Fund under the Indenture for application to the redemption of the then outstanding Bonds in accordance with the Lease and the Indenture. If called for redemption pursuant to this paragraph (b), the Series 2023 Bonds to be redeemed shall be redeemed on such date or dates as the Trustee

may determine to be in the best interests of the Bondowners, *provided* that the Trustee is obligated under the Indenture not to call the Series 2023 Bonds for redemption as described in this paragraph (b) until at least six months have elapsed from the date of any foreclosure sale with respect to the Mortgaged Property.

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds (or portions thereof) to be redeemed and specifying the terms of such redemption will be given by mailing a copy of the redemption notice by first-class mail, postage prepaid, not less than 30 days nor more than 60 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the Register; *provided, however*, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred. The principal of the Bonds so called for redemption will cease to bear interest after the specified redemption date, *provided* that sufficient funds for their redemption are on deposit at the place of payment at that time.

Less than all of a Bond in a denomination in excess of \$5,000 may be so redeemed, and in such case, upon the request of the owner of the Bond and the surrender of such Bond, there shall be issued to the registered owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, at the option of such owner, Bonds of the same Series, designation, maturity and interest rate and in any of the authorized denominations, all as more fully set forth in the Indenture.

Upon the termination of the Lessee's possessory interests in the Leased Property under the Lease by reason of the occurrence of an Event of Nonappropriation or an Event of Default, the Trustee shall give notice to the Lessee to vacate the Leased Property (subject to the Facilities Lease) immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such Initial Term or Renewal Term, in the case of an Event of Nonappropriation) and shall have the right, at its option, without any further demand or notice, (a) to terminate the Lease or the Lessee's possessory rights thereunder (without otherwise terminating the Lease), re-enter the Mortgaged Property and eject all parties in possession thereof therefrom and relet the Mortgaged Property or then or at any time thereafter commence proceedings for the foreclosure on and liquidation, reletting or sale of the Mortgaged Property in the manner permitted by law and as otherwise provided in the Indenture and subject to the Lessee's leasehold interest under the Facilities Lease and to the Trustee giving preference to those lessees or buyers whose use or ownership of the Leased Property would preserve the excludability from gross income for federal income tax purposes of interest on the Bonds; (b) to exercise any of the remedies provided to the Trustee upon the occurrence of an Event of Default under the Indenture as the Trustee shall determine to be in the best interests of the Bondowners and as are consistent with the terms and provisions for the exercise of such remedies provided in the Indenture, including but not limited to the exercise of such remedies as the Trustee may be entitled to as a secured party under the Utah Uniform Commercial Code; or (c) to take any action at law or in equity deemed necessary or desirable to enforce its and the Bondowners' rights with respect to the Mortgaged Property and the Lessee. All moneys then held in any fund or account under the Indenture shall be held by the Trustee for the benefit of the owners of the Bonds, except as otherwise provided in the Indenture.

The net proceeds received on such foreclosure, liquidation, reletting or sale and such other moneys shall be applied as provided in the Indenture. A BONDOWNER SHOULD NOT ANTICIPATE THAT IT WILL BE POSSIBLE TO FORECLOSE ON THE MORTGAGED PROPERTY AND LIQUIDATE, RELET OR SELL THE MORTGAGED PROPERTY AFTER THE OCCURRENCE OF AN EVENT OF NONAPPROPRIATION OR AN EVENT OF DEFAULT FOR AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT OF THE BONDS THEN OUTSTANDING PLUS ACCRUED INTEREST THEREON. The Indenture and ownership of any interest in the Mortgaged Property following foreclosure is subject to Permitted Encumbrances, including the leasehold interest of the Lessee under the Facilities Lease.

The Trustee may waive an Event of Nonappropriation or an Event of Default under certain circumstances as provided in the Lease and the Indenture.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein or to take any action with respect to any Event of Default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before their stated maturity dates, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

Any consent or request by the registered owner of this Bond shall be conclusive and binding upon such registered owner and upon all future registered owners of this Bond and on any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or request is made upon this Bond.

THIS BOND IS ISSUED WITH THE INTENT THAT THE LAWS OF THE STATE OF UTAH SHALL GOVERN ITS LEGALITY, VALIDITY, ENFORCEABILITY AND CONSTRUCTION. THIS BOND AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON SHALL BE PAYABLE SOLELY OUT OF BASE RENTALS RECEIVED BY THE TRUSTEE (AS ASSIGNEE OF THE ISSUER) UNDER THE LEASE. NOTHING HEREIN SHALL BE CONSTRUED AS REQUIRING THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION OF THE STATE OF UTAH TO PAY THIS BOND OR THE PREMIUM (IF ANY) OR INTEREST HEREON OR TO APPROPRIATE ANY MONEY TO PAY THE SAME. PURSUANT TO SECTION 17D-2-505 OF THE ACT, THE ISSUER HAS SECURED THIS BOND AND THE PREMIUM, IF ANY, AND THE INTEREST HEREON BY THE INDENTURE, PURSUANT TO WHICH THE MONEYS IN CERTAIN FUNDS AND ACCOUNTS CREATED THEREBY ARE PLEDGED TO THE PAYMENT OF THIS BOND AND THE PREMIUM, IF ANY, AND INTEREST HEREON, TOGETHER WITH ALL OTHER SECURITY PROVIDED BY THE INDENTURE, INCLUDING A MORTGAGE LIEN ON THE MORTGAGED PROPERTY AND ON THE LEASEHOLD ESTATE CREATED UNDER THE LEASE. NEITHER THIS BOND NOR THE INTEREST HEREON SHALL CONSTITUTE OR GIVE RISE TO A GENERAL OBLIGATION OR LIABILITY OF, OR A CHARGE AGAINST, THE GENERAL CREDIT OR TAXING POWER OF THE ISSUER, THE LESSEE, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION OF THE STATE OF UTAH. THE ISSUER HAS NO TAXING POWER.

THE OBLIGATION OF THE LESSEE TO MAKE PAYMENTS OF BASE RENTALS AND OTHER AMOUNTS UNDER THE LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION

OF THE LESSEE TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE LESSEE, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE BONDS NOR THE EXECUTION AND DELIVERY OF THE LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE LESSEE TO APPROPRIATE ANY MONEY TO PAY RENTALS UNDER THE LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE LESSEE'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE LESSEE TO THE EXTENT PROVIDED IN THE LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE LEASE. NO PERSON EXECUTING THE BONDS OR THE LEASE SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS OR THE EXECUTION OF THE LEASE.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the Constitution or statutes of the State of Utah and by the Act and the Indenture to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the issue of the Series 2023 Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said Constitution and statutes.

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

IN WITNESS WHEREOF, the Municipal Building Authority of Wayne School District, Utah has caused this Bond to be signed in its name and on its behalf by its President and attested by its Secretary/Treasurer and has caused its corporate seal to be imprinted hereon, all as of the Dated Date.

MUNICIPAL BUILDING AUTHORITY OF WAYNE
SCHOOL DISTRICT, UTAH

By _____
President

ATTEST:

By _____
Secretary/Treasurer

[SEAL]

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture and is one of the Lease Revenue Bonds, Series 2023, of the Municipal Building Authority of Wayne School District, Utah.

_____,
as Trustee

By _____
Authorized Officer

Date of registration and authentication: _____, 2023.

TRUSTEE, REGISTRAR AND PAYING AGENT:

_____, _____

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	—	as tenants in common	UNIF TRAN MIN ACT—
TEN ENT	—	as tenants by the entirety	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Transfers to Minors Act of _____
			(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

[Empty rectangular box for Social Security or Other Identifying Number of Assignee]

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of the MUNICIPAL BUILDING AUTHORITY OF WAYNE SCHOOL DISTRICT, UTAH and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of the Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

SIGNATURE: _____

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

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

; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid first lien on the properties mortgaged, subject to Permitted Encumbrances (hereinafter defined), including the Facilities Lease, and a valid assignment and pledge of the rentals and revenues derived from the Lease herein made to the payment of the principal of, and premium, if any, and interest on, the Bonds and a valid assignment of the rights of the Issuer under the Lease and a valid first mortgage (subject to Permitted Encumbrances, including the Facilities Lease) and a security agreement and contract for the security of the Bonds, have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the owners thereof, the sum of Ten Dollars lawful money of the United States of America to it duly paid by the Trustee at or before the execution and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, and premium, if any, and interest on, the Bonds outstanding hereunder from time to time, according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, transfer, convey, mortgage, assign, pledge and hypothecate unto the Trustee, its successors in trust and assigns, forever, and grants to the Trustee, its successors in trust and assigns, forever, a security interest (as a purchase money obligation and mortgage) in, except any Excepted Property (hereinafter defined) hereinafter expressly excepted from the lien hereof, all and singular the following described properties, rights, interests and privileges (hereinafter sometimes collectively referred to as the “*Trust Estate*”):

GRANTING CLAUSE FIRST

The right, title and leasehold interest of the Issuer in and to the real estate situated in Wayne County, State of Utah, as more particularly described in *Exhibit A* attached hereto, TOGETHER WITH (a) the entire interest of the Issuer in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such real estate, including all right, title and interest of the Issuer, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on any of said real estate or in any building, structure or improvement now or hereafter standing on said real estate, which are classified as fixtures under applicable law and which are used in connection with the operation, maintenance or protection of said buildings, structures and improvements as such, whether or not the same are used in connection with the operation of any business conducted upon any of said real estate, and the reversion or reversions, remainder or remainders, in and to any of said real estate, and together with the entire leasehold interest of the Issuer in and to all and singular the

tenements, hereditaments, easements, rights-of-way, rights, privileges and appurtenances to said real estate, belonging or in any wise appertaining thereto, including without limitation the entire right, title and leasehold interest of the Issuer in, to and under any streets, ways, alleys, gores or strips of land adjoining said real estate, and all claims or demands whatsoever of the Issuer either in law or in equity, in possession or expectancy of, in and to said real estate, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by the Issuer and is affixed or attached or annexed to said real estate, shall be and remain or become and constitute a portion of said real estate and the security covered by and subject to the lien of this Indenture, and together with all rents, income, revenues, issues and profits thereof, and the present and continuing right to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, issues and profits arising therefrom or in connection therewith; (b) all appurtenances, easements, water and water rights belonging to or used upon or in connection with said real estate (however represented), pumps, pumping plants, pipes, flumes and ditches, rights-of-way and other rights used in connection therewith or as a means of access thereto, whether now or hereafter owned or constructed or placed thereupon; (c) all the estate, interest, right, title, property or other claim or demand of every nature whatsoever in and to the Trust Estate, including specifically, but without limitation, all deposits made with or other security given to utility companies by the Issuer with respect to the Trust Estate and claims or demands relating to insurance or condemnation awards which the Issuer now has or may hereafter acquire, including all advance payments of insurance premiums made by the Issuer with respect thereto; (d) all right, title and interest of the Issuer in and to the Ground Lease; and (e) all right, title and interest of the Issuer in and to all ground leases, leases, subleases, licenses, occupancy agreements, concessions or other arrangements, whether written or oral, whereby any person, corporation or business or governmental entity has agreed to pay money or any consideration for the use, possession or occupancy of the premises hereby conveyed or subject to the lien hereof, or any part or portion thereof or space therein, and all rents, income, profits, benefits, advantages and claims against guarantors under any of the foregoing.

GRANTING CLAUSE SECOND

All right, title, interest, estate, claims and demands of the Issuer in and to the Revenues and as lessor in, to and under the Lease, including any and all extensions or renewals of the term thereof, together with all rights, powers, privileges, options and other benefits of the Issuer as lessor under the Lease, including, without limitation:

(a) the immediate and continuing right to receive and collect all Base Rentals, the Option Price (if paid), amounts to be paid into the Bond Fund pursuant to Section 11.01 of the Lease from rentals or other payments by permitted sublessees, assignees and transferees, insurance proceeds (including any moneys derived from any self-insurance program), condemnation awards, performance bonds, proceeds from any foreclosure on the Mortgaged Property (subject to the Facilities Lease) or liquidation, reletting or sale of the Mortgaged Property, and other payments, tenders and security now or hereafter payable or receivable by the Issuer under the Lease pursuant thereto;

(b) the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof; and

(c) the right to take such action upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to the Lease or an event which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default or an Event of Nonappropriation with respect to the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which the Issuer or any lessor is or may be entitled to do under the Lease;

it being the intent and purpose hereof that the assignment and transfer to the Trustee of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Trustee shall have the right to collect and receive all Revenues, Base Rentals, if any, Option Price (if paid) and any other sums payable under the Lease (except Additional Rentals) and other moneys receivable with respect to the leasing, use, occupancy and operation of the Mortgaged Property, all for application in accordance with the provisions hereof at all times during the period from and after the date of this Indenture until the Interests Hereby Secured have been fully paid and discharged; *provided, however*, that the assignment made by this Clause shall not impair or diminish any obligation of the Issuer under the provisions of the Lease.

GRANTING CLAUSE THIRD

The Funds (hereinafter defined), including moneys and obligations therein, held by the Trustee (except moneys or obligations deposited with or paid to the Trustee for payment or redemption of Bonds that are deemed no longer to be outstanding hereunder) pursuant to the terms of this Indenture.

GRANTING CLAUSE FOURTH

Any and all other moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone in its behalf or with its written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

To the extent that the Trust Estate is not comprised of real property, this Indenture constitutes or shall be treated as constituting a security agreement, so that the Trustee shall have and may enforce a security interest to secure payments of all sums due or to become due under this Indenture in any or all of the aforesaid fixtures, accessions, machinery, equipment, tangible personal property, accounts, contract rights and general intangibles and other articles of property, real, personal and mixed, now owned or hereafter acquired, in addition to, but not in limitation of the lien upon the same as part of the realty imposed by the foregoing provisions hereof, such security interest to attach at the earliest moment permitted by law.

EXCEPTED PROPERTY

There is, however, expressly excepted and excluded from the lien and operation of this Indenture the following described property of the Issuer, now owned or hereafter acquired (herein sometimes referred to as “*Excepted Property*”):

- A. the last day of the term of the leasehold estate created under the Lease; *provided, however*, that the Issuer covenants and agrees that it will hold each such last day in trust for the use and benefit of the Bondowners and that it will dispose of each such last day from time to time in accordance with such written order as the Trustee in its discretion may give;
- B. property installed by the Lessee or by any sublessee or licensee of the Lessee as provided in Section 9.03 of the Lease; and
- C. the Rebate Fund and any moneys or investments therein.

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

SUBJECT, HOWEVER, to Permitted Encumbrances (as defined in Article I hereof), including the Facilities Lease;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2023 Bonds and Additional Bonds, if any, from time to time, issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds, except as expressly provided herein;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or to become due thereon at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof from Base Rentals received under the Lease and otherwise from the Trust Estate hereunder, and shall cause the payments to be made into the Bond Fund as required under Article IV hereof from Base Rentals received under the Lease and otherwise from the Trust Estate hereunder, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments and subject to the next succeeding paragraph this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said

property, rights and interests, including, without limitation, the Base Rentals, revenues and receipts, hereby mortgaged, assigned or pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and the respective owners, from time to time, of the Bonds as follows (subject, however, to the provisions of Section 204 hereof):

ARTICLE I

DEFINITIONS

All words and phrases defined in Article I of the Lease shall have the same meaning when used in this Indenture. In addition, the following words and phrases shall have the following meanings for all purposes of this Indenture:

“2023 Facilities” shall mean certain additions and improvements at the new Wayne High School, and related fixtures, chattels, equipment, appliances, furniture, furnishings, machinery, inventory, supplies and maintenance and repair equipment to be financed with Series 2023 Bond proceeds.

“Acquisition” (and other forms of the word *“acquire”*), when used with respect to any portion of the Project, shall mean and include, without limitation, the acquisition, construction, installation, improvement and extension of the Project in accordance with the applicable Project Documents.

“Acquisition Fund” shall mean the fund created by Section 407 hereof.

“Act” shall mean the Utah Local Building Authority Act, being Chapter 2 of Title 17D, Utah Code Annotated 1953, as amended.

“Additional Bonds” shall mean additional parity Bonds authorized to be issued by the Issuer pursuant to the terms and conditions of Section 213 hereof.

“Additional Rentals” shall mean the amount or amounts payable by the Lessee as Additional Rentals pursuant to Section 4.01(b) of the Lease.

“Agency Agreement” shall mean that certain Construction Agency Agreement, dated as of the date hereof, between the Issuer and the Lessee, pursuant to which the Issuer appoints the Lessee as the Issuer’s agent for purposes of causing the Acquisition of the Project.

“Appropriate Rating Agencies” shall mean Moody’s Investors Service, Inc., if any of the Bonds are then rated by such rating agency, S&P Global Ratings, and if any of the Bonds are then rated by such rating agency, and Fitch Ratings, Inc., if any of the Bonds are then rated by such rating agency.

“Authorized Denomination” shall mean \$5,000 or any integral multiple thereof.

“*Base Rental Payment Dates*” shall mean each and every date on which any Base Rentals are payable pursuant to the Lease.

“*Base Rentals*” shall mean the total of the amounts payable by the Lessee as Base Rentals pursuant to Section 4.01(a) of the Lease.

“*BoE Facilities*” shall mean the remaining portion of the new high school building and other structures and facilities on the School Site, including a portion of the 2023 Facilities, but excluding the Pledged Portion.

“*Bond*” or “*Bonds*” shall mean one or more of the Series 2023 Bonds of the Issuer to be issued hereunder and, unless the context otherwise indicates, any Additional Bonds authenticated and delivered from time to time hereunder.

“*Bond Fund*” shall mean the fund created by Section 402 hereof.

“*Bond Interest Payment Dates*” shall mean _____ 1 and _____ 1 of each year so long as any of the Bonds are outstanding, commencing _____ 1, 2023.

“*Bondowner*” or “*owner of Bonds*,” or any similar term, shall mean the Person in whose name a Bond is registered in the Register.

“*Bond Payment Date*” shall mean a Bond Interest Payment Date and/or a Bond Principal Payment Date.

“*Bond Principal Payment Dates*” shall mean _____ 1 of each year so long as any of the Bonds are outstanding, commencing _____ 1, 2023.

“*Business Day*” shall mean any day except a Saturday, Sunday or other day on which banks in the City of New York, New York or Salt Lake City, Utah are authorized to close.

“*Capitalized Interest Fund*” shall mean the fund created by Section 402 hereof.

“*Code*” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and any applicable regulations thereunder.

“*Completion Certificate*” shall mean the certificate (including attachments thereto) delivered by or at the direction of an Authorized Lessee Representative pursuant to Section 5.08(b) of the Lease and Section 409 hereof evidencing completion of the Project, the establishment of the Completion Date, acceptance of the Leased Property by the Lessee and certain other matters.

“*Completion Date*” shall mean the date of completion of the Project within the meaning of Section 17D-2-401 of the Act and of final acceptance of the Leased Property by the Lessee, all as evidenced by the delivery of the Completion Certificate.

“*Contractor*” shall mean such reputable contractor or contractors designated as general contractor for the 2023 Facilities.

“*Costs of Acquisition*” with respect to the Project shall mean those items authorized by Section 17D-2-102(10) of the Act which the Lessee, in its own capacity, subsequent to _____, 202_, or in its capacity as agent to the Issuer pursuant to the Agency Agreement, or the Issuer has paid or shall be required to pay under the terms of any contract or contracts for the Project and the financing thereof and all expenses preliminary and incidental thereto incurred by the Issuer or the Lessee (as such agent) in connection therewith and with the issuance of the Bonds, including but not limited to the following:

(a) obligations of the Lessee or the Issuer incurred for labor, materials and equipment (including reimbursements payable to the Lessee for such expenditures made subsequent to _____, 202_, or to the Issuer and payments on contracts in the name of the Issuer or the Lessee) in connection with the Project;

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

(c) all costs of planning and designing the 2023 Facilities, including architectural, planning, engineering, legal and fiscal advisors’ fees and the costs incurred by the Lessee or the Issuer for test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper and timely completion of the Project, including costs of preparing and securing all Project Documents and site preparation;

(d) all Costs of Issuance;

(e) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a Project Contract;

(f) the cost of equipment and furnishings for the 2023 Facilities and all other costs authorized by the Act which are considered to be a part of the costs of the 2023 Facilities in accordance with generally accepted accounting principles and which will not adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds, including but not limited to interest (exclusive of accrued interest, if any, paid upon initial delivery of the Bonds or upon initial delivery of any other Series of Bonds hereunder) accruing on the Bonds during the period required to complete the Project and for not more than twelve (12) months after the Completion Date;

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

Project, including sums required to reimburse the Issuer or the Lessee for advances for costs incurred pursuant to clause (i) hereafter;

(h) such amounts as the governing body of the Issuer shall find to be necessary to provide necessary working capital in connection with the Project, which amounts under this clause (h) shall not exceed \$250,000 in the aggregate; and

(i) all other amounts which shall be required to be paid under the terms of any Project Contract, including but not limited to such amounts as are payable by the Lessee to the Issuer in accordance with the Ground Lease, so long as such amounts are authorized under the Act;

provided, however, that in no event shall Costs of Acquisition include any costs incurred or paid prior to _____, 202_.

“*Costs of Issuance*” shall mean all items of expense directly or indirectly payable by or reimbursable to the Issuer or the Lessee relating to the financing of the Project hereunder, including, but not limited to, all costs paid or incurred by the Lessee or the Issuer at any time prior to or after delivery of the Bonds with respect to the issuance, sale and delivery of the Bonds, including, but not limited to, initial or acceptance fees and expenses of the Trustee, the Paying Agent and the Registrar, costs of legal and other professional services, including but not limited to financial advisor fees and expenses, costs of underwriting the Bonds (including underwriting fees or bond discount), costs of preparing the Operative Agreements and any supplements to any thereof and any other documents in connection with the authorization, issuance and sale of the Bonds, rating agency fees and expenses, municipal bond insurance premiums, recording and filing fees, costs of title insurance, printing and engraving and other fees and costs in connection therewith.

“*Costs of Issuance Fund*” shall mean the fund created by Section 414 hereof.

“*Event of Default*” is defined in Section 901 hereof.

“*Facilities Lease*” shall mean that certain Facilities Use and Lease Agreement, dated as of the date hereof, between the Issuer and the Lessee, pursuant to which the Lessee agrees to lease from the Issuer, and the Issuer agrees to lease to the Lessee, the BoE Facilities.

“*Fiscal Year*” shall mean the twelve-month period used from time to time by the Lessee for its financial accounting purposes, such period currently extending from July 1 to the next succeeding June 30.

“*Funds*” shall mean all of the funds and accounts created hereunder and held by the Trustee, including but not limited to the Acquisition Fund, the Bond Fund, the Costs of Issuance Fund, the Capitalized Interest Fund, the Redemption Fund and the Insurance Fund.

“*Ground Lease*” shall mean that certain Ground Lease, dated as of the date hereof, between the Issuer and the Lessee, pursuant to which the Lessee agrees to lease to the Issuer, and the Issuer agrees to lease from the Lessee, the School Site.

“*High School Facilities*” shall mean, collectively, the BoE Facilities and the Pledged Portion.

“*Indenture*” shall mean this Indenture of Trust, Mortgage, Assignment of Lease Agreement and Security Agreement, and any amendments and supplements hereto as herein provided.

“*Insurance Fund*” shall mean the fund created by Section 412 hereof.

“*Interests Hereby Secured*” shall mean the principal of and interest and premium, if any, on the Bonds and all additional amounts and other sums at any time due and owing from or required to be paid by or on behalf of the Issuer under the terms of the Bonds or this Indenture or by the Lessee pursuant to the terms of the Lease.

“*Issuer*” shall mean the Municipal Building Authority of Wayne School District, Utah, a Utah nonprofit corporation, and any body which succeeds to its powers, duties or functions.

“*Lease*” shall mean that certain Master Lease Agreement, dated as of the date hereof, between the Lessee and the Issuer with respect to the Lessee’s leasing of the Leased Property described therein from the Issuer, including the *Exhibits* and *Schedules* attached thereto and incorporated therein, and any amendments and supplements thereto as therein and herein provided.

“*Leased Property*” shall mean, collectively, the Pledged Portion and the School Site, leased and to be leased to the Lessee pursuant to the Lease.

“*Lessee*” shall mean the Board of Education of Wayne County School District, Utah, a duly organized and existing body corporate and a political subdivision of the State of Utah in its capacity as lessee under the Lease, and any public body or public corporation succeeding to its rights and obligations under the Lease. Any reference herein to the “governing body” of the Lessee shall refer to the Board of Education of Wayne County School District, Utah, and to any successor governing body as authorized by applicable law.

“*Lien*” shall mean any interest in Property securing an obligation owed to, or a claim by, a Person other than the owner of the Property, whether such interest is based on common law, statute or contract, and including but not limited to the security interest or lien arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes.

“*Mortgaged Property*” means, collectively, the School Site and the Pledged Portion.

“*Net Proceeds*,” when used with respect to any performance or payment bond proceeds, or proceeds (including, but not limited to, any moneys derived from any self-insurance program)

from policies of insurance required by the Lease, or any condemnation award, or any proceeds resulting from default under a Project Contract (including but not limited to any such proceeds realized as liquidated damages) with respect to the Mortgaged Property, or proceeds from any foreclosure on the Mortgaged Property or liquidation, reletting or sale of the Mortgaged Property, means the amount remaining after deducting all expenses (including attorneys' fees) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“*Notice by Mail*” or “*notice*” of any action or condition “*by Mail*” shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail, postage prepaid, to the owners of specified Bonds, at the addresses shown in the Register.

“*Officer's Certificate*” when used with respect to the Lessee shall mean a certificate signed by an Authorized Lessee Representative or, when used with respect to the Issuer or the Lessor, an Authorized Lessor Representative, and delivered to the Trustee.

“*Operative Agreements*” shall mean, collectively, the Lease, the Ground Lease, the Facilities Lease, the Tax Certificate, the Agency Agreement and this Indenture.

“*Optional Purchase Date*” shall mean the date established pursuant to Section 14.01 of the Lease.

“*Option Price*” shall have the meaning specified in the Lease.

“*Outstanding*” when used with respect to Bonds shall mean, as of the date of determination, all Bonds which have theretofore been duly authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore cancelled and delivered to the Registrar or delivered to the Registrar for cancellation;

(b) Bonds for the payment or redemption of which cash funds or Government Obligations (as defined in Article VII hereof) or, with respect to the Bonds, United States Obligations (as defined in Article VII hereof) in the necessary amount shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) in trust for the owners of such Bonds; *provided* that if such Bonds are to be redeemed prior to the stated maturity date thereof, notice of such redemption shall have been duly given pursuant to the provisions of this Indenture or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture;

provided, however, that in determining whether the owners of a requisite aggregate principal amount of Bonds outstanding have given any request, demand, authorization, direction, notice, consent or waiver under the provisions hereof or of the Lease, Bonds which are owned by or on

behalf of the Issuer or the Lessee shall be disregarded for the purpose of any such determination, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer or the Lessee.

"Paying Agent" shall mean the agent appointed by the Trustee, at the direction of the Issuer, as agent of the Trustee to serve as the paying agent or place of payment for the principal of and interest and premium, if any, on the Bonds, and any successor designated pursuant to this Indenture, or in the event that at any time no such agent shall be appointed, the Trustee. The initial Paying Agent shall be the Trustee.

"Permitted Encumbrances" shall have the meaning assigned to such term in the Lease

"Person" shall mean one or more individuals, estates, joint ventures, joint-stock companies, partnerships, associations, corporations, trusts or unincorporated organizations, and one or more governments or agencies or political subdivisions thereof.

"Pledged Portion" shall mean the portion of the 2023 Facilities consisting of that portion of the new Wayne High School described as _____ as more particularly described as the Pledged Portion in *Exhibit A* to the Lease.

"Principal Corporate Trust Office of the Trustee" shall mean the office of the Trustee at _____, _____, _____.

"Project" shall mean the Acquisition of the 2023 Facilities.

"Project Contracts" shall mean (a) any contract or contracts between the Lessee (acting in its own capacity with respect to the Acquisition of that portion of the Project Acquired prior to the date hereof and in its capacity as the Issuer's agent pursuant to the Agency Agreement with respect to any portion of the Acquisition of the Project to be Acquired after the date hereof) or the Issuer and any Contractor or Contractors and between any Contractor or subcontractor and his immediate subcontractor regarding the 2023 Facilities and (b) any other contract or contracts entered into by the Lessee or the Issuer relating to the Acquisition of the Project, including without limitation the Ground Lease, a copy of which is or will be on file with the Lessee.

"Property" shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Rebate Fund" shall mean the fund, if any, created pursuant to Section 415(b) hereof.

"Redemption Fund" shall mean the fund created by Section 606 hereof.

"Register" is defined in Section 205 hereof.

“*Registrar*” shall mean the agent appointed by the Trustee, at the direction of the Issuer, as agent of the Trustee to keep the books for the registration of the Bonds and for the registration of transfer and exchange of the Bonds, and any successor appointed by the Trustee, at the direction of the Issuer, or in the event that at any time no such agent shall be appointed, the Trustee.

“*Regular Record Date*” shall mean, with respect to any Bond Interest Payment Date, the fifteenth day of the month preceding such Bond Interest Payment Date.

“*Rentals*” shall mean the total amount of Base Rentals and Additional Rentals payable during the Initial Term and each Renewal Term pursuant to the Lease.

“*Revenues*” shall mean (a) the Option Price, if paid; (b) all Net Proceeds, if any, of casualty insurance (including any moneys derived from any self-insurance program), title insurance, performance bonds, condemnation awards and awards resulting from defaults under Project Contracts (including amounts realized as liquidated damages) in connection with the Project, not applied to the repair, restoration, modification, improvement or replacement of the Mortgaged Property; (c) all Net Proceeds, if any, derived from any sale of the Mortgaged Property pursuant to a foreclosure pursuant to the Indenture and reletting or sale of the Mortgaged Property thereafter pursuant to the Indenture or any other proceeds realized upon the exercise of any other remedies hereunder; (d) the Base Rentals; (e) any portion of the proceeds of sale of the Bonds deposited into the Bond Fund or the Capitalized Interest Fund to pay accrued interest or capitalized interest on the Bonds; (f) any earnings on moneys on deposit in the Bond Fund and the Capitalized Interest Fund to the extent such earnings are available as provided herein for application for the purposes for which such Funds have been established hereunder; (g) all other revenues derived from the Lease, except Additional Rentals (other than those Additional Rentals (if any) payable pursuant to Section 4.01(b)(ix) of the Lease); and (h) any other moneys to which the Trustee may be entitled for the benefit of the Bondowners, including but not limited to any amounts to be paid into the Bond Fund pursuant to Section 11.01 of the Lease from rentals or other payments by permitted sublessees, assignees and transferees.

“*School Site*” shall mean those certain tracts of land situated in Wayne County, Utah, and more particularly described in *Exhibit A* attached hereto.

“*Series*” shall mean all of the Bonds designated as being of the same Series authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor pursuant to Section 208 or 605 hereof.

“*Series 2023 Bonds*” means the Issuer’s Lease Revenue Bonds, Series 2023 issued hereunder.

“*Special Record Date*” shall mean a special date fixed to determine the names and addresses of owners of Bonds for purposes of paying interest on a special interest payment date for the payment of defaulted interest, all as provided in Section 203(b) hereof.

“*Tax Certificate*” shall mean any agreement or certificate of the Issuer and the Lessee which the Issuer and the Lessee may execute in order to establish and assure the excludability from gross income for federal income tax purposes of interest on the Bonds.

“*Trust Estate*” shall have the meaning stated in the habendum to the Granting Clauses of the Indenture and shall include the properties, rights, interests and privileges described in the Granting Clauses of this Indenture.

“*Trustee*” shall mean _____, _____, _____, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

[“*Underwriter*” shall mean _____, _____, _____, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.]

ARTICLE II

THE BONDS

Section 201. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Series 2023 Bonds that may be issued hereunder is hereby expressly limited to \$_____ except as provided in Section 208 hereof; *provided, however*, that Additional Bonds may be issued as provided in Section 213 hereof.

Section 202. Issuance of the Series 2023 Bonds. (a) In order to provide funds which, together with certain moneys of the Lessee to be deposited as set forth in Section 408, are sufficient to finance the Costs of Acquisition of the Project and to provide moneys for deposit into the Costs of Issuance Fund to be used for the purpose for which such Fund is herein created and to be administered, there is hereby authorized to be issued a Series of Bonds in the aggregate principal amount of \$_____, which Series of Bonds is hereby designated as “*Municipal Building Authority of Wayne School District, Utah, Lease Revenue Bonds, Series 2023.*” The Series 2023 Bonds shall be dated as of their date of issuance, and shall bear interest from the Bond Interest Payment Date next preceding the date of registration and authentication thereof, unless such Series 2023 Bond is registered and authenticated as of a Bond Interest Payment Date, in which event such Series 2023 Bond shall bear interest from such Bond Interest Payment Date, or unless such Bond is registered and authenticated prior to the first Bond Interest Payment Date, in which event such Series 2023 Bond shall bear interest from the dated date specified on the Series 2023 Bonds, or unless, as shown by the records of the Trustee, interest on the Series 2023 Bonds is in default, in which event the Series 2023 Bonds shall bear interest from the date to which such interest has been paid in full, or unless no interest on the Series 2023 Bonds has been paid, in which event the Series 2023 Bonds shall bear interest from such dated date of the Bonds. The Trustee shall insert the date of registration and authentication of each Bond in the place provided for such purpose in the

certificate of authentication on each Bond. The Series 2023 Bonds shall mature on _____ 1 of the years and shall bear interest from the date of delivery thereof at the rates per annum shown below:

_____ 1	AMOUNT MATURING	INTEREST RATE
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Interest accruing on the Series 2023 Bonds shall be payable semi-annually on _____ 1 and _____ 1 in each year, beginning _____ 1, 2023 and shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The Series 2023 Bonds shall bear interest on overdue principal at the rates of interest specified above from the date on which such principal becomes due until the same is paid.

(b) The Bonds shall be signed on behalf of the Issuer by the official manual or facsimile signature of its President and attested by the official manual or facsimile signature of its Secretary; *provided, however*, that at least one signature of an authorized officer of the Issuer or of the Trustee required or permitted by the terms of this Indenture to be placed on the Bonds shall be a manual signature, and its seal shall be thereunto affixed by the Secretary of the Issuer, which may be by a facsimile of the Issuer’s seal which is imprinted upon the Bonds. Any such facsimile signature shall have the same force and effect as if said President or Secretary, as the case may be, had manually signed each of said Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed or attested any of the Bonds shall cease to be such officer before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee or issued by the Issuer, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issuance, shall be as binding upon the Issuer as though such person who signed or attested the same had continued to be such officer of the Issuer. Also, any Bond may be signed or attested on behalf of the Issuer by any person who on the actual date of the execution of such Bond shall be the proper officer of the Issuer, although on the nominal date of such Bond any such person shall not have been such officer of the Issuer.

(c) The Bonds shall be issuable only as fully registered Bonds without coupons in Authorized Denominations. The Bonds shall be lettered “R” and shall be numbered consecutively from 1 upward.

Section 203. Place of Payment. (a) The principal of and premium, if any, on the Bonds shall be payable at the Principal Corporate Trust Office of the Trustee, upon presentation and surrender thereof.

(b) Interest on the Bonds shall be paid to the Person who is the registered owner thereof as of the close of business on the Regular Record Date for such Bond Interest Payment Date and shall be paid by check or draft drawn on the Trustee, as Paying Agent, and mailed on the Bond Interest Payment Date to the registered owner thereof at the address on the Register or at such other address as is furnished to the Trustee in writing by the registered owner thereof prior to the Regular Record Date, notwithstanding the cancellation of any such Bond upon any exchange or transfer thereof subsequent to the Regular Record Date and prior to such Bond Interest Payment Date, but any such interest not so timely paid or duly provided for shall cease to be payable to the Person who is the registered owner thereof as of the close of business on the Regular Record Date and shall be payable to the Person who is the registered owner thereof as of the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the owners of the Bonds not less than ten days prior thereto by Mail to each such owner as shown on the Register, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest.

(c) The principal of, and premium, if any, and interest on, the Bonds shall be paid in lawful money of the United States of America.

(d) In the event of a redemption, acceleration, or any other similar transaction necessitating a reduction in aggregate principal amount of any of the Series 2023 Bonds outstanding, a Bondowner in its discretion: (a) may request the Trustee to issue and authenticate a new Series 2023 Bond certificate, or (b) shall make an appropriate notation on the Series 2023 Bond certificate indicating the date and amounts of such reduction in principal, except in the case of final maturity in which case the certificate must be presented to the Trustee prior to payment. In the case of a discrepancy between the record of payment on the Series 2023 Bond and the Trustee's records, the Trustee's records shall govern.

Section 204. Limited Obligation; Covenants to Charge Rentals and Budget and Appropriate for Base Rentals and Additional Rentals. (a) The Issuer has leased the Leased Property to the Lessee pursuant to the Lease, and the Lessee is required pursuant thereto to pay Base Rentals while it uses, operates and occupies the Leased Property in an amount equal to the principal of, and premium, if any, and interest on, the Bonds as they become due and Additional Rentals in connection with the Leased Property and the operation thereof. The Issuer covenants to charge Base Rentals and Additional Rentals under the Lease sufficient in amount for such purposes and to pay any other obligations hereunder which are to be paid from Base Rentals or Additional Rentals. Except to the extent provided in the Lease, neither the State of Utah nor any political subdivision thereof is obligated to pay any Rentals due to the Issuer for the Lessee's use, occupancy and operation of the Leased Property or to pay the Option Price.

(b) The Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer, but are limited obligations and, except for the security provided by this

Indenture pursuant to Section 17D-2-505 of the Act, are payable solely from the Base Rentals received under the Lease and certain other amounts received under the Lease and this Indenture, including such interest on the Bonds as may be payable from the Capitalized Interest Fund. Pursuant to Section 17D-2-505 of the Act, the Bonds shall be and hereby are secured by the Trust Estate which is hereby specifically mortgaged, pledged, hypothecated, assigned and otherwise secured, subject to Permitted Encumbrances, including the Facilities Lease, for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Bonds, except as may be otherwise expressly authorized in this Indenture. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Bonds or other costs appertaining thereto. The Bonds and the interest and premium, if any, thereon shall not now nor shall ever constitute an indebtedness of the Issuer, the State of Utah or any political subdivision of such State within the meaning of any state constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah.

THE OBLIGATION OF THE LESSEE TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. NEITHER THE OBLIGATION OF THE LESSEE TO MAKE SUCH PAYMENTS NOR THE BONDS WILL CONSTITUTE A DEBT OF THE ISSUER, THE LESSEE, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION OF THE STATE OF UTAH. NEITHER THE ISSUANCE OF THE BONDS NOR THE EXECUTION AND DELIVERY OF THE LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE LESSEE TO APPROPRIATE ANY MONEY TO PAY RENTALS UNDER THE LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE LESSEE'S THEN CURRENT FISCAL YEAR. THE BONDS DO NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION. NEITHER THE LESSEE'S OFFICERS AND AGENTS, NOR OFFICERS, TRUSTEES OR AGENTS OF THE ISSUER, NOR ANY PERSONS EXECUTING THE BONDS OR THE LEASE, SHALL BE LIABLE PERSONALLY ON THE BONDS OR THE LEASE OR SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS OR THE EXECUTION OF THE LEASE.

(c) The Lease further provides that, during the term of the Lease, the Lessee will (i) include in its annual tentative budget prepared in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any moneys then legally available for such purpose which are then on deposit in the Bond Fund) to pay the Base Rentals and reasonably estimated Additional Rentals for the Leased Property during the next succeeding Renewal Term, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the governing body of the Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term. The Lease further provides that if the Lessee fails to pay any such Rentals, it must immediately quit and vacate the Leased Property (subject to the Facilities Lease) and its obligation to pay any Rentals (except for Rentals theretofore appropriated and then available for such purpose) shall thereupon terminate. No judgment for money damages may be entered against the State of Utah nor against any political subdivision thereof, including the Lessee, for failure to pay such Rentals or any other amounts, except for Rentals theretofore appropriated and then available for such purpose, other moneys and property subject to the lien of the Indenture

or as otherwise expressly provided in the Lease. No deficiency judgment may be entered against the Issuer, the State of Utah or any political subdivision of such State on foreclosure of any lien created by this Indenture or on sale of the Mortgaged Property pursuant to a foreclosure or liquidation pursuant to this Indenture or reletting or sale of the Mortgaged Property thereafter pursuant to the Indenture, except as otherwise expressly provided in the Lease. Neither the State of Utah nor any political subdivision thereof, other than the Lessee to the extent provided in the Lease, is obligated to pay the principal of, or premium, if any, or interest on, any Bond or the Option Price.

(d) The Lease further provides that the Lessee may purchase the Leased Property subject to the terms of the Lease, on any Optional Purchase Date during the term of the Lease. The purchase price for the Leased Property to be paid by the Lessee to exercise its option to purchase the Leased Property pursuant to Section 14.01 of the Lease shall be an amount equal to (i) the Option Price applicable on the Optional Purchase Date, plus interest, and fees and expenses which must be paid to retire the then outstanding Bonds on the Optional Purchase Date; (ii) all costs of transferring title to the Leased Property to the Lessee; and (iii) all other reasonable costs and expenses incidental thereto; *provided, however*, that in no event will such purchase price exceed the Capital Actually Invested, but such purchase price may include any other costs and expenses that may be treated as “capital actually invested” within the meaning of the Act. Nothing in the Lease or herein creates any obligation of the Lessee to purchase the Leased Property or creates any obligation of the Lessee in respect to any creditors, shareholders or security holders of the Issuer (including but not limited to the owners from time to time of the Bonds). Upon payment in full of all outstanding Bonds issued to finance the Project, title to the Leased Property shall vest immediately in the Lessee. Upon dissolution of the Issuer, any assets and net earnings of the Issuer remaining after provision has been made for the payment of all outstanding Bonds and obligations of the Issuer shall be transferred to the Lessee in accordance with Section 17D-2-702 of the Act, subject to any requirements of any Tax Certificate. The Trustee hereby agrees to take any and all action deemed necessary or desirable by the Issuer to accomplish the transfer of title to the Lessee under the Lease and the Act as described in this Section 204(d).

Section 205. The Register. The Issuer shall cause to be kept at the Principal Corporate Trust Office of the Trustee, as Registrar, a register for the registration, exchange and transfer of Bonds (herein called the “*Register*”). The names and addresses of the owners of the Bonds, the transfers and exchanges of the Bonds and the names and addresses of the transferees of all Bonds shall be registered in the Register. The Trustee shall cause this Indenture to constitute a “system of registration” for all purposes of the Registered Public Obligations Act of the State of Utah, Chapter 7 of Title 15 of the Utah Code Annotated 1953, as amended. For the purposes of such Registered Public Obligations Act, this Indenture shall constitute a “system of registration” as such term is defined in said Act.

Section 206. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinabove set forth duly executed by the Trustee, shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or become obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee and any such executed certificate upon any such Bond shall be conclusive evidence that such Bonds have been authenticated and delivered under this Indenture. The

Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds of any Series issued hereunder.

Section 207. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 208. Transfers and Exchanges of Bonds; Lost, Stolen, Destroyed or Mutilated Bonds. (a) The owner of any Bond may transfer such Bond only upon the surrender thereof for cancellation at the Principal Corporate Trust Office of the Trustee, except as provided in Section 208(d) hereof. Thereupon, the Issuer shall execute in the name of the transferee a new Bond or Bonds in aggregate principal amount equal to the original principal amount of the Bonds so surrendered, the principal amount thereof bearing interest at the same rate or rates as borne by the Bond or Bonds so surrendered and of the same Series, designation and maturity as the Bond or Bonds so surrendered, and the Trustee shall authenticate and deliver such new Bond or Bonds to such transferee.

(b) The owner of any Bond may at any time surrender such Bond at the Principal Corporate Trust Office of the Trustee in exchange for an equal aggregate principal amount of Bonds of the same Series, designation and maturity, and the principal amount thereof bearing interest at the same rate or rates as borne by the Bond or Bonds so surrendered, in the form of fully registered Bonds in any authorized denominations.

(c) All Bonds presented or surrendered for transfer or exchange shall be accompanied by a written instrument or instruments of assignment or transfer, in form satisfactory to the Trustee, duly executed by the owner or by such owner's attorney duly authorized in writing. Neither the Issuer nor the Trustee shall be required (i) to issue, register the transfer of or exchange any Bond during the period from the Regular Record Date or the Special Record Date, as the case may be, for a Bond Interest Payment Date to such Bond Interest Payment Date, (ii) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the date of the mailing of a notice of redemption of Bonds selected for redemption under Article VI hereof and ending at the close of business on the day of such mailing or (iii) to register the transfer of or exchange any Bond so selected for redemption in whole or in part, except the unredeemed portion of Bonds being redeemed in part.

(d) If any Bond shall become mutilated, the Issuer, at the expense of the owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the Issuer. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Issuer and the Trustee and, if such evidence be satisfactory to both and indemnity as required by the Act or Utah law and satisfactory to the Trustee shall be given, the Issuer, at the expense of the owner thereof, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in

substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond the Trustee may pay the same without surrender thereof). Any Bond issued under the provisions of this subsection (d) in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an additional contractual obligation of the Issuer, and shall be equally and proportionately entitled to the benefits of the Indenture with all other Bonds of the same Series secured by the Indenture. Neither the Issuer nor the Trustee shall be required to treat both the original Bond and any duplicate Bond as being outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

(e) Upon the issuance of a new Bond pursuant to Section 208(a), (b) or (d) hereof, the Trustee may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any tax or other governmental charge or any other charges and expenses connected therewith which are paid or payable by the Trustee, and the Trustee may require the Bondowner requesting such transfer or exchange to pay such transfer fee as the Trustee at the time customarily charges for such service.

Section 209. Cancellation of Bonds. All Bonds surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Trustee for cancellation and, when surrendered to the Trustee, shall be cancelled by it, and no Bonds shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Indenture and as permitted by law. All such cancelled Bonds shall be burned or otherwise destroyed by the Trustee, and a certificate of destruction evidencing such burning or other destruction shall be furnished by the Trustee to the Lessee and the Issuer.

Section 210. Ownership. The Person in whose name any Bond shall be registered shall be deemed and treated as the owner thereof for all purposes of this Indenture, and neither the Issuer, the Trustee, the Paying Agent nor the Registrar shall be affected by any notice to the contrary. Payment of or on account of the principal of, and premium, if any, and interest on, the Bonds shall be made only to or upon the order in writing of such registered owner or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge such Bond to the extent of the sum or sums paid. For the purpose of any request, direction or consent hereunder, the Trustee, the Paying Agent and the Registrar may deem and treat the registered owner of any Bond as the owner and holder thereof without production of such Bond.

Section 211. Delivery of the Series 2023 Bonds; Application of Proceeds of Series 2023 Bonds. (a) Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Series 2023 Bonds to be issued in the aggregate principal amount of \$_____ and deliver them to the [Underwriter] as hereinafter in this Section 211 provided.

Prior to the delivery on original issuance by the Trustee of the Bonds, there shall be or have been delivered to the Trustee:

- (i) an original duly executed counterpart of each of the Operative Agreements;

(ii) a copy, duly certified by the Secretary of the Issuer, of the resolution adopted and approved by the Board of Trustees of the Issuer authorizing the execution and delivery by the Issuer of each of the Operative Agreements and the issuance, sale, execution and delivery of the Series 2023 Bonds;

(iii) a copy, duly certified by the Business Administrator of the Lessee, of the resolution adopted and approved by the governing body of the Lessee approving the issuance of the Series 2023 Bonds and the terms thereof, approving the Indenture and authorizing the execution and delivery by the Lessee of each of the Operative Agreements to which the Lessee is a party;

(iv) evidence that the insurance required by Article VII of the Lease has been obtained;

(v) a copy, duly certified by the Secretary of the Issuer, of all Project Contracts, the agreement with the architect responsible to supervise the Project and all performance and payment bonds covering Project Contracts;

(vi) a request and authorization to the Trustee on behalf of the Issuer and signed by the President and Secretary of the Issuer to authenticate and deliver the Series 2023 Bonds to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization equal to the purchase price of the Series 2023 Bonds plus accrued interest (if any) thereon to the date of delivery;

(vii) an ALTA mortgagee title insurance policy, or commitment therefor, insuring the first lien of this Indenture on the Mortgaged Property (*provided, however*, that such lien may be subject to Permitted Encumbrances, including the Facilities Lease), and showing the Trustee as the named insured, in form and content acceptable to the purchasers of the Series 2023 Bonds and, if the Lessee so desires and directs, an ALTA leasehold title insurance policy, or commitment therefor, insuring the leasehold interest of the Lessee in the Leased Property under the Lease, in form and substance satisfactory to the Lessee;

(viii) a certificate of the architect or engineer responsible for planning and designing the 2023 Facilities which sets forth the estimated useful life of the 2023 Facilities in compliance with Section 17D-2-302 of the Act;

(ix) a written opinion of counsel to the Lessee as to the due organization and existence of the Lessee, the legal, valid and binding nature of the Lease, the Facilities Lease and the Ground Lease as against the Lessee, and such other matters as may be reasonably required by the [Underwriter];

(x) a written opinion of counsel to the Issuer as to the due organization and existence of the Issuer, the legal, valid and binding nature of the Indenture, the Lease, the Facilities Lease and the Ground Lease, as against the Issuer, and such other matters as may be reasonably required by the [Underwriter];

(xi) a written opinion of Bond Counsel to the effect that interest on the Series 2023 Bonds will not be includible in gross income of the owners thereof for federal income tax purposes, assuming continuing compliance by the Issuer and the Lessee with the obligations set forth in the Tax Certificate and the Lease and herein; and

(xii) such other agreements, certificates, documents and opinions as are required to be delivered to the [Underwriter] of the Series 2023 Bonds, each in form and substance satisfactory to the [Underwriter] and, as to opinions, addressed to the Trustee if the Trustee so directs.

(b) The proceeds of sale of the Series 2023 Bonds, together with certain moneys of the District, shall be paid over to the Trustee and deposited to the credit of the Bond Fund, the Acquisition Fund and the Costs of Issuance Fund, as provided under Article IV hereof.

Section 212. Temporary Bonds. Pending preparation of the definitive Bonds, any Bonds delivered under this Indenture may be initially delivered in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be in such principal amounts of authorized denominations as may be determined by the Issuer and the purchasers thereof, shall be in registered form without coupons and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Issuer and be authenticated by the Trustee upon the same conditions and in substantially the same manner as definitive Bonds. If the Issuer delivers temporary Bonds, it shall execute and furnish definitive Bonds without delay and, thereupon, the temporary Bonds shall be surrendered for cancellation in exchange therefor at the Principal Corporate Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations, of the same Series and maturity or maturities and bearing interest at the same rate or rates. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered pursuant hereto.

Section 213. Additional Bonds. At any time while there is no Event of Default under this Indenture or the Lease and so long as no Event of Nonappropriation has occurred and is then continuing, Additional Bonds may be issued for the purposes set forth in Section 5.07 of the Lease. If it is determined by the Lessee that Additional Bonds should be issued, the Lessee may file with the Issuer and the Trustee an estimate indicating the amount of costs to be incurred for the purposes for which Additional Bonds may be issued.

Thereupon, the Issuer and the Lessee may from time to time agree upon and approve the issuance and delivery of Additional Bonds in such amount as shall be determined by said parties. All Additional Bonds shall be secured by the lien of this Indenture and rank *pari passu* with the Bonds, and, unless provided otherwise in a supplement to this Indenture, shall be in substantially the same form as the Series 2023 Bonds, but shall bear such date or dates, bear such interest rate or rates, have such maturity date or dates, redemption dates and redemption premiums, and be issued at such prices as shall be approved in writing by the Issuer and the Lessee; *provided, however*, that (a) principal of the Additional Bonds shall be payable on _____ 1 of each year in which principal falls due, and the interest thereon shall be payable on _____ 1 and

_____ 1 of each year during the term thereof and (b) no such Additional Bonds shall have a maturity date later than _____ 1, 20__, unless the final Renewal Term of the Lease expiring on or before such date is extended, in which case such maturity date shall be within the earliest extended final Renewal Term of the Lease, and (c) the Option Price payable to purchase the Leased Property shall be on the Optional Purchase Dates provided in the Lease as originally executed, except as permitted by Section 609 hereof.

Upon the execution and delivery in each instance of appropriate supplements to this Indenture and to the Lease, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate, such Additional Bonds and deliver them to the purchasers thereof as may be directed by the Issuer as hereinafter provided in this Section 213. Prior to the delivery on original issuance by the Trustee of each Series of such Additional Bonds, there shall be or have been delivered to the Trustee:

(a) a written statement by the Lessee approving (i) the issuance and delivery of such Series of Additional Bonds and (ii) any other matters to be approved by the Lessee pursuant to Section 5.07 of the Lease and this Section 213;

(b) a copy, duly certified by the Secretary of the Issuer, of the resolution adopted and approved by the Board of Trustees of the Issuer authorizing (i) the execution and delivery of a supplement to this Indenture, the amendment to the Lease and, if necessary, the amendments to the Agency Agreement, (ii) the issuance, sale, execution and delivery of such Series of Additional Bonds and (iii) if necessary, the execution and delivery of a ground lease with respect to any land to be leased to the Issuer for the purpose of financing any improvements thereon with the proceeds of sale of such Series of Additional Bonds;

(c) a request and authorization to the Trustee on behalf of the Issuer and signed by the President and Secretary of the Issuer to authenticate and deliver such Series of Additional Bonds in the aggregate principal amount designated therein to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization equal to the purchase price of such Series of Additional Bonds plus accrued interest (if any) thereon to the date of delivery;

(d) an original duly executed counterpart of a supplement to this Indenture, an amendment (if necessary) to the Agency Agreement, a ground lease (if necessary) as described in clause (iii) of subparagraph (b) above and a Tax Certificate (if necessary) with respect to such Series of Additional Bonds;

(e) a written opinion of Bond Counsel to the effect that the issuance of such Series of Additional Bonds will not adversely affect the excludability from gross income for federal income tax purposes of interest on any Bonds then Outstanding;

(f) an ALTA mortgagee title insurance policy (or commitment therefor) or a date-down endorsement (or commitment therefore) to the ALTA mortgagee title insurance policy issued in connection with the original Project and, if required by the Lessee, to the

ALTA leasehold title insurance policy issued as provided in Section 211(a)(vii) hereof, which endorsement shall insure to the date of issuance of such Series of Additional Bonds and the recording of the supplement to the Indenture the continuing validity of the lien thereof, as modified by the supplement to the Indenture, 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 not less than the principal amount of the Additional Bonds plus the principal amount of other Bonds then Outstanding issued as provided in Section 211(a)(vii) hereof, and insuring that the title to the School Site is vested in the Issuer, title to the leasehold estate under the Lease is vested in the Lessee and, if such is the case, title to the leasehold estate under any ground lease executed in connection with such Series of Additional Bonds is vested in the Issuer, subject in each instance to Permitted Encumbrances, and naming the Trustee as an insured;

(g) a copy, duly certified by the Business Administrator of the Lessee, of the resolution adopted and approved by the governing body of the Lessee approving the issuance of such Series of Additional Bonds and the terms thereof;

(h) an original duly executed counterpart of an amendment to the Lease providing, among other things, for adjusting (i) the Base Rentals payable by the Lessee under Section 4.01(a) thereof following the refunding or completion of acquisition or construction for which such Additional Bonds are issued to include payment of principal of and interest on such Additional Bonds, (ii) the Option Price payable at the option of the Lessee under Section 14.01 thereof and (iii) the allocation of the portions of the Base Rental attributable to the improvements, facilities and properties the Acquisition of which is being financed from the proceeds of sale of such Series of Additional Bonds, which allocation shall be set forth as an attachment to *Schedule I* to the Lease;

(i) evidence that the insurance required by Article VII of the Lease is then in full force and effect;

(j) if such Series of Additional Bonds is being issued in whole or in part for construction purposes as contemplated by Section 5.07(b)(i), 5.07(b)(ii) or 5.07(b)(iii) of the Lease, (i) a copy, duly certified by the Secretary of the Issuer, of the Project Contract and architect's agreement with respect to such construction and the performance and payment bond covering such Project Contract, 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 Mortgaged Property, as so improved and extended, in compliance with Section 17D-2-302 of the Act;

(k) a written opinion of counsel to the Lessee as to the legal, valid and binding nature of the amendment to the Lease, as against the Lessee, and such other matters as may be reasonably required by the purchasers of such Series of Additional Bonds;

(l) a written opinion of counsel to the Issuer as to the legal, valid and binding nature of the amendment to the Lease and the supplement to this Indenture, as against the

Issuer, and such other matters as may be reasonably required by the purchasers of such Series of Additional Bonds;

(m) a certificate of the Issuer, stating that as of the date of such delivery no event or condition has happened or exists and is continuing, or is happening or existing, which constitutes, or which, with notice or lapse of time or both, would constitute, an Event of Default under the Indenture or the Lease and there has not occurred and is then continuing an Event of Nonappropriation; and

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

The proceeds of sale of each Series of Additional Bonds shall be deposited by the Trustee in the appropriate funds.

ARTICLE III

GENERAL COVENANTS

Section 301. Payment of Bonds. The Issuer hereby covenants to pay promptly the principal of (whether at maturity, by operation of mandatory sinking fund redemptions, by acceleration or call for redemption or otherwise), and premium, if any, and interest on, the Bonds at the places, on the dates and in the manner provided herein and in every Bond issued under this Indenture according to the true intent and meaning thereof; *provided, however,* that such obligations are not general obligations of the Issuer but are limited obligations payable solely from the Revenues, which Revenues are hereby specifically pledged to such purposes in the manner and to the extent provided herein, and nothing in the Bonds or in this Indenture shall be construed as pledging any funds or assets of the Issuer other than those mortgaged, assigned and pledged hereby. The Bonds, the premium, if any, and the interest thereon shall not be deemed to constitute a debt or a pledge of the faith and credit of the Issuer, and the Issuer shall not be obligated to pay the principal of, and premium, if any, and interest on, the Bonds or other costs incident thereto except from the Revenues pledged therefor. The Issuer has no taxing power.

Section 302. Performance of Issuer's Covenants; Authority. The Issuer shall faithfully observe and perform at all times any and all covenants, conditions and agreements on its part contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its Board of Trustees pertaining thereto; *provided, however,* that the liability of the Issuer under any such covenant, condition or agreement for any breach or default by the Issuer thereof or thereunder shall be limited solely to the Revenues. The Issuer represents that (a) it is duly authorized under the Constitution and laws of the State of Utah, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture, to mortgage the property described in and mortgaged hereby and to assign the Facilities Lease and the Lease and to pledge the Revenues in the manner and to the extent herein set forth; (b) all action on its part for the issuance of the Bonds and the execution and delivery of

this Indenture has been duly and effectively taken (or if Additional Bonds are issued pursuant to Section 213 hereof will be duly taken as provided therein); and (c) the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 303. Payment of Taxes, Charges, Insurance, etc. The Issuer shall cause the Lessee pursuant to the Lease to maintain certain insurance and pay all lawful taxes, assessments and charges at any time levied or assessed against or with respect to the Mortgaged Property or the Revenues, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; *provided, however*, that nothing contained in this Section 303 shall require the maintenance of insurance or payment of any such taxes, assessments or charges if the same are not required to be maintained or paid under the provisions of Section 7.01 or 8.01 of the Lease and Section 12 of the Facilities Lease, respectively. The Issuer shall maintain such insurance and pay such taxes, assessments and charges to the same extent as provided in Sections 7.01 and 8.01 of the Lease as if said Sections were herein set forth in full, if and to the extent that the Lessee fails to maintain such insurance or pay such taxes, assessments or charges, but the liability hereby imposed on the Issuer shall only be paid from the Trust Estate as herein provided.

Section 304. Maintenance and Repair. Pursuant to the provisions of Section 6.01 of the Lease and Section 3 of the Facilities Lease, the Lessee has agreed at its own expense to maintain, manage and operate the Mortgaged Property in good order, condition and repair, and the Lessee may, at its own expense, make from time to time additions, modifications or improvements to the Mortgaged Property under the terms and conditions set forth in Section 9.01 of the Lease and Section 3 of the Facilities Lease, respectively.

Section 305. Recordation of the Lease, Indenture and Security Instruments. The Issuer shall cause this Indenture, the Lease and all supplements hereto and thereto as well as such other security instruments, financing statements, continuation statements and all supplements thereto and other instruments as may be required from time to time to be kept recorded and filed in such manner and in such places as may be required by law in order fully to preserve and protect the security of the owners of the Bonds and the rights of the Trustee hereunder and to perfect the lien of, and the security interest created by, the Indenture.

Section 306. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in the possession of the Issuer relating to the Project and the Revenues derived from the Mortgaged Property and the leasing thereof shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 307. Rights Under the Lease. The Lease, a duly executed counterpart of which has been filed with the Trustee sets forth the covenants and obligations of the Issuer and the Lessee, including provisions that subsequent to the initial issuance of Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Lease may not be effectively amended, changed, modified, altered or terminated (other than as provided therein) without the concurring written consent of the Trustee, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Lessee under the Lease.

Section 308. List of Bondowners. The Trustee shall keep on file a list of names and addresses of the owners of all Bonds, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Trustee, such list may be inspected and copied by designated representatives of the Issuer, the Lessee or owners of not less than 10% in aggregate principal amount of Bonds then outstanding, such possession or ownership and the authority of such designated representatives to be evidenced to the reasonable satisfaction of the Trustee. The Trustee shall mail any notices which it is required to furnish Bondowners pursuant to the terms of this Indenture to all names and addresses on such list.

Section 309. Warranty. The Issuer has the right, power and authority to grant a mortgage lien and security interest in the Trust Estate to the Trustee for the uses and purposes herein set forth. The Issuer warrants that there is no financing statement or other filed or recorded instrument in which the Issuer is named as, or which the Issuer has signed as, debtor now on file in any public office covering any of the Trust Estate excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein, and that the lien and security interest herein created have been duly perfected and are prior to any other.

Section 310. Further Assurances. The Issuer will, at the Lessee's expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the lien and security interest being herein provided for in the Trust Estate, whether now owned or held or hereafter acquired, including but not limited to executing or causing to be executed such financing statements and continuation statements as shall be necessary under applicable law to perfect and maintain the security interest being herein provided for in the Trust Estate. Without limiting the foregoing, but in furtherance of the security interest herein granted in the Revenues and other sums due and to become due under the Lease, the Issuer covenants and agrees that it will notify the Lessee of this Indenture pursuant to Section 11.02(b) of the Lease, and that it will direct such Lessee to make all payments of Base Rentals, Additional Rentals provided in Section 4.01(b)(ix) of the Lease and other sums due and to become due under the Lease directly to the Trustee or as the Trustee may direct or as may be otherwise provided in the Lease.

Section 311. Actions with Respect to Trust Estate. The Issuer will not:

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

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

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

Section 312. Power of Attorney in Respect of the Lease. The Issuer does hereby irrevocably constitute and appoint the Trustee its true and lawful attorney with an interest and full power of substitution, for it and in its name, place and stead (a) to ask, demand, collect, receive and receipt for any and all rents, income and other sums which are assigned under the Granting Clauses hereof, and (b) without limiting the provisions of the foregoing clause (a) hereof, during the continuance of any Event of Default under this Indenture, to exercise any remedies available under the Lease as fully as the Issuer could itself do, and to perform all other necessary or appropriate acts with respect to any such remedies, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Issuer or otherwise, which the Trustee may deem necessary or appropriate to protect and preserve the right, title and interest of the Trustee (but only to the extent specifically provided herein) in the Lease and to the Revenues under the Lease and other sums and the security intended to be afforded hereby, whether or not the Issuer is in default hereunder.

Section 313. Performance of Covenants under Ground Lease. The Issuer shall faithfully observe and perform at all times any and all covenants, conditions and agreements on its part contained in the Ground Lease. The Issuer shall not take any action that would constitute a default under the Ground Lease.

ARTICLE IV

REVENUES AND FUNDS

Section 401. Source of Payment of Bonds. The Bonds herein authorized and all payments by the Issuer hereunder do not constitute or give rise to a pecuniary liability of the Lessee under the Lease or a charge against its general credit or taxing powers, but are limited obligations payable solely from the Revenues all as provided herein. The Issuer has no taxing power.

The Base Rentals that the Lessee is required to pay in accordance with Section 4.01(a) of the Lease and the Additional Rentals that the Lessee is required to pay in accordance with Section 4.01(b)(ix) of the Lease are to be remitted directly to the Trustee for the account of the Issuer and deposited into the Bond Fund as provided in the Lease. Such payments, sufficient in amount to insure the prompt payment of the principal of, and premium, if any, and interest on, the Bonds (so long as the Lessee appropriates sufficient moneys annually to pay Rentals accruing during each succeeding Renewal Term under the Lease) are pledged to secure the payment of such principal of, and premium, if any, and interest on, the Bonds. Said pledge shall constitute a first and exclusive lien on the Base Rentals and such Additional Rentals provided in the Lease for the payment of the principal of, and premium, if any, and interest on, the Bonds in accordance with the terms hereof and thereof and otherwise for the benefit of the Interests Hereby Secured.

Section 402. Creation of Bond Fund and Capitalized Interest Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated “*Municipal Building Authority of Wayne School District, Utah Lease Revenue Bonds Bond Fund,*” which shall be used to pay the principal of and interest on the Bonds as herein provided, except as may otherwise be required by any Tax Certificate. There is also hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated “*Municipal Building Authority of Wayne School District, Utah Lease Revenue Bonds Capitalized Interest Fund,*” which shall be used to pay interest on the Bonds as herein provided, except as may otherwise be required by any Tax Certificate.

Section 403. Payments into Bond Fund and Capitalized Interest Fund. (a) There shall be deposited into the Bond Fund, as and when received, the following:

(i) any amount in the Capitalized Interest Fund to be paid into the Bond Fund in accordance with Section 403(b) hereof;

(ii) any amount in the Acquisition Fund to be paid into the Bond Fund in accordance with Section 408(c) or 409 hereof;

(iii) all Base Rentals;

(iv) any other amount in the Acquisition Fund to be paid into the Bond Fund in accordance with Section 408(c) or 409 hereof; and

(v) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease (including but not limited to any amounts to be paid into the Bond Fund pursuant to Sections 10.01(b) and 11.01 thereof) or otherwise which are required or which are accompanied by directions that such moneys are to be paid into the Bond Fund.

(b) There shall be deposited into the Capitalized Interest Fund (i) the amount specified in Section 408(a)(i) hereof, (ii) earnings on investments of moneys in the Capitalized Interest Fund, which earnings shall automatically upon receipt thereof by the Trustee be deposited by the Trustee into such Capitalized Interest Fund in the manner and the amount described in Section 501 hereof, except as the Trustee may be otherwise directed pursuant to any Tax Certificate and (iii) all other moneys received by the Trustee which are required or which are accompanied by directions that such moneys are to be paid into the Capitalized Interest Fund.

In connection with the issuance of Additional Bonds, the Lessee may agree to cause the interest component of the Base Rentals relating to such Additional Bonds prior to the Completion Date to be paid from the moneys in the Capitalized Interest Fund in accordance with the terms herein provided. In such case, the Trustee shall transfer automatically on each Bond Interest Payment Date to the Bond Fund from the Capitalized Interest Fund any moneys necessary to pay interest on such Additional Bonds then coming due. The Trustee shall use moneys in the Capitalized Interest Fund for the payment of a portion of interest on such Additional Bonds as provided in a supplemental indenture, subject to Section 502 hereof and any Tax Certificate.

(c) The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding, the Issuer will deposit, or cause to be paid to the Trustee for deposit, into the Bond Fund and the Capitalized Interest Fund for its account, sufficient sums from the amounts derived from the Lease, but only to the extent provided therein, promptly to meet and pay the principal of, and premium, if any, and interest on, the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues for such purpose from any source other than funds or revenues described above.

Section 404. Use of Moneys in Bond Fund. Except as provided in Section 411 hereof or as may otherwise be required by any Tax Certificate, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds.

Section 405. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby irrevocably authorizes and directs the Trustee to withdraw sufficient moneys from the Bond Fund on each Bond Payment Date to pay the principal of and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 406. Notice of Nonpayment of Base Rentals; Notice of Failure to Deliver Notice of Extension of Term of Lease. (a) The Trustee shall give written notice as soon as practicable, but in no event later than five (5) days, after the applicable Base Rental Payment Date, to the Lessee in the event any Base Rentals are not paid when due on the applicable Base Rental Payment Date and shall specify the amount of the Base Rentals not so paid.

(b) The Trustee shall give telephonic notice, promptly confirmed in writing, on or before June 20 of each year during the term of the Lease, to the Lessee if the Trustee has not theretofore received the notice from the Lessee required by Section 3.01 of the Lease and otherwise make the written inquiry of the Lessee as provided in Section 3.01 of the Lease.

Section 407. Creation of Acquisition Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated “*Municipal Building Authority of Wayne School District, Utah Lease Revenue Bonds Acquisition Fund*,” which shall be expended in accordance with the provisions of the Lease and this Article IV.

Section 408. Disposition of Proceeds of Sale of Series 2023 Bonds; Disbursements from Acquisition Fund. (a) The proceeds of the issuance and delivery of the Series 2023 Bonds shall be deposited as follows:

- (i) to the Capitalized Interest Fund, an amount equal to \$_____;
- (ii) to the Costs of Issuance Fund, an amount equal to \$_____; and
- (iii) to the Acquisition Fund, the balance of the proceeds to be received from the sale of the Series 2023 Bonds.

(b) Except as provided in Section 408(c) hereof and so long as no Event of Nonappropriation or Event of Default shall occur and be continuing and the Lessee's right (as agent to the Issuer under the Agency Agreement) to control the Project has not otherwise been terminated pursuant to the Lease or the Agency Agreement, the Trustee is hereby authorized and directed to make payments as requested by the Lessee from the Acquisition Fund to pay the Costs of Acquisition, to make each disbursement otherwise required by the applicable provisions of the Lease and to issue its checks therefor, upon receipt of a written requisition or requisitions signed by an Authorized Lessee Representative which shall:

(i) set forth the amounts of the Costs of Acquisition to be disbursed and the person or persons to whom said amounts are to be disbursed;

(ii) state that the amounts to be disbursed constitute Costs of Acquisition, that said amounts are required to be disbursed pursuant to a contract or purchase order entered into therefor by or on behalf of the Lessee, or were necessarily and reasonably incurred, and that said amounts are not being paid in advance of the time, if any, fixed for payment;

(iii) state that no amount set forth in the requisition was included in any requisition previously filed with, and paid by, the Trustee pursuant to this Section;

(iv) state that no written notice of any lien, right to lien or attachment upon, or bona fide claim affecting the right to receive payment of, any of the moneys payable under such requisition to any of the persons, firms or corporations named therein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the requisition or that adequate bond has been posted for the payment thereof;

(v) state that such requisition contains no items representing payment on account of any retained percentage entitled to be retained at the date of the requisition;

(vi) state that the amount remaining in the Acquisition Fund from which such disbursement is to be made, together with allowable interest earnings on that amount plus investment earnings on any other funds that will be transferred into such Acquisition Fund, will, after payment of the amount set forth in the requisition, be sufficient to pay all remaining Costs of Acquisition with respect to the Project as then estimated;

(vii) in the case of increased Costs of Acquisition, state that the amount of such increase has been or is thereupon being deposited with the Trustee; and

(viii) in the case of disbursement of final payment of such Costs of Acquisition, state that all such Costs of Acquisition have then been, or are thereupon being, paid and that the Mortgaged Property has been finally accepted by the Lessee in accordance with the Completion Certificate delivered simultaneously therewith and that all Rentals shown in the Lease for the then current Renewal Term represent valid fair rental value for the Leased Property for such Renewal Term.

If any requisition includes an item for payment for labor or to contractors, builders or materialmen, a certificate shall be attached to the requisition, signed on behalf of the Lessor and the Lessee by an Authorized Lessee Representative and an authorized representative of the Contractor stating that (1) obligations as stated on the requisition have been properly incurred, (2) such work was actually performed and such materials, supplies or equipment were actually furnished or installed in or about the construction or equipping of the 2023 Facilities or at a storage site for the 2023 Facilities and (3) either such materials, supplies or equipment are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of the requisition. Each requisition shall also be accompanied by appropriate lien waivers respecting any preceding advance submitted by the Contractor and all subcontractors evidencing disbursement and receipt of each advance made from the Acquisition Fund in accordance with the requisition therefor.

(c) In the event that sufficient moneys are not on deposit in the Bond Fund on a Bond Interest Payment Date, the Trustee is hereby authorized to withdraw moneys held in the Acquisition Fund for deposit into the Bond Fund to the extent necessary to make full payment of interest then coming due on the Bonds after applying moneys then held in the Capitalized Interest Fund to pay such interest then coming due. The Trustee shall deposit such moneys into the Bond Fund. Upon receipt by the Trustee of any late Base Rentals for which moneys had theretofore been withdrawn from the Acquisition Fund and deposited into the Bond Fund as provided in this Section 408(c), the Trustee shall deposit a portion or all of such Base Rentals into the Acquisition Fund in an amount equal to the amount so withdrawn therefrom.

(d) In the event that the Project is not completed on or prior to _____, 202_, or if an Event of Nonappropriation or an Event of Default shall occur prior to the delivery of the Completion Certificate, the Trustee shall take such actions as may be authorized with respect to moneys then remaining in the Acquisition Fund pursuant to Sections 5.01(b) and 5.01(c) of the Lease as the Trustee may deem appropriate in the best interests of the owners of the Bonds.

(e) So long as no Event of Nonappropriation or Event of Default occurs under the Lease and so long as the Lessee's right to control the Project has not otherwise been terminated as provided in the Lease or the Agency Agreement, moneys on deposit in the Acquisition Fund shall be subject to the beneficial interest of the Lessee as provided herein and in the Lease.

Section 409. Acquisition of the Project; Delivery of Completion Certificate. The completion of the Acquisition of the Project under the Lease, the payment or provision made for payment of all Costs of Acquisition under the Lease and the acceptance of the Mortgaged Property by the Lessee shall be evidenced by the filing with the Trustee of the Completion Certificate of an Authorized Lessee Representative stating that, to the best of the Lessee's knowledge based upon the representations of the engineers, vendors, suppliers, contractors, architects and other consultants for the Project and except for any amounts estimated by such Authorized Lessee Representative to be necessary for payment of any Costs of Acquisition not then due and payable, the Acquisition of the Project has been completed (within the meaning of the Act) and the Mortgaged Property has been accepted by the Lessee. Notwithstanding the foregoing, such Certificate shall not, and shall state that it does not, prejudice any rights against third parties which exist on the date of such Certificate or which may subsequently come into being. Acquisition of

the Project shall be considered completed (within the meaning of the Act) upon delivery to the Lessee (in its capacity as agent to the Lessor pursuant to the Agency Agreement) by the architect or engineer responsible for the Project of a Certificate of Substantial Completion in the customary form of the American Institute of Architects with respect to such Project, at which time the Lessee shall deliver the Completion Certificate described above in this Section 409 to the Trustee. Such Certificate of Substantial Completion shall be attached to the Completion Certificate delivered to the Trustee. Immediately after the date of delivery of the final such Completion Certificate, any moneys remaining in the Acquisition Fund (except any amount that the Lessee shall have directed the Trustee to retain for any Cost of Acquisition not then due and payable and except as otherwise may be required by any Tax Certificate) shall without further authorization be transferred by the Trustee for deposit into the Capitalized Interest Fund to be used to pay capitalized interest on the applicable Bonds for a period of not to exceed one year after Completion Date (or such longer period as shall be permitted by law) with any moneys in excess of the amount required to pay capitalized interest for such period being transferred by the Trustee for deposit into the Redemption Fund and applied by the Trustee as directed by the Lessee (a) to the redemption of Bonds on the earliest redemption date permitted by the Indenture or (b) to the purchase of Bonds on the open market on or prior to such redemption date (*provided* that if Bonds are purchased at an amount in excess of the principal amount thereof, such excess shall be paid out of other sources legally available to the Lessee for such purpose) for the purpose of cancellation; *provided* that if the amount of such moneys so remaining on deposit in the Acquisition Fund is equal to or less than the amount of principal and interest coming due on the Bonds for the Fiscal Year in which the final Completion Certificate is delivered, the Lessee shall be entitled to direct the Trustee as provided in the Lease to deposit such moneys remaining in the Acquisition Fund into the Bond Fund, in which event the Trustee shall deposit such moneys into the Bond Fund.

Section 410. Moneys to be Held in Trust; Nonpresentment of Bonds. (a) All moneys required to be deposited with or paid to the Trustee for account to any Fund referred to in any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, shall, while held by the Trustee or the Paying Agent, constitute part of the Trust Estate and be subject to the lien or security interest created hereby, except as otherwise may be required by any Tax Certificate.

(b) If any Bonds are not presented for payment when due, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the owners thereof, the Trustee shall hold such funds without liability for interest, for the benefit of the owners of such Bonds, who shall be restricted exclusively to such funds for any claim of whatever nature on or with respect to such Bonds. Any moneys deposited with and held by the Trustee for the benefit of such claimants, if any, for four years after the date upon which so deposited shall be repaid to the Lessee upon its written demand, and thereupon and thereafter no such claimant shall have any rights to or in respect of such moneys against the Trustee.

Section 411. Repayment to the Lessee from Bond Fund and Redemption Fund. Any amounts remaining in the Bond Fund and the Redemption Fund after payment or provision for payment in full of the principal of, and premium, if any, and interest on, the Bonds and all other

amounts required to be paid hereunder or under the Lease shall be paid immediately to the Lessee, subject to the requirements of Section 410(b) hereof and any Tax Certificate.

Section 412. Creation of Insurance Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated “*Municipal Building Authority of Wayne School District, Utah Lease Revenue Bonds Insurance and Condemnation Award Fund,*” which shall be used as provided in Section 413 hereof.

Section 413. Use of Moneys in Insurance Fund. All Net Proceeds of performance or payment bonds, proceeds (including any moneys derived from any self-insurance program) from policies of insurance required by the Lease or condemnation awards, or any proceeds resulting from a default under a Project Contract (except liquidated damages, which shall be disposed of in accordance with Section 10.01(b) of the Lease) or any other contract relating to the Mortgaged Property which are received by the Trustee shall be deposited into the Insurance Fund. An Authorized Lessee Representative in accordance with Section 10.01 of the Lease shall file an Officer’s Certificate with the Trustee, within ninety (90) days after the occurrence of the event giving rise to such Net Proceeds, directing the application and disbursement of such funds, subject to any applicable provisions of any Tax Certificate, as follows:

(a) to the prompt repair, replacement, restoration, modification or improvement of the damaged or destroyed portion of the Mortgaged Property if such Officer’s Certificate states that such Net Proceeds, together with any other funds lawfully available to the Lessee for such purpose, are sufficient to pay in full the costs of such repair, replacement, restoration, modification or improvement, and the Trustee is hereby authorized to disburse moneys from such Insurance Fund as so directed by such Authorized Lessee Representative upon receipt of evidence satisfactory to the Trustee of the application of such funds for such purpose; or

(b) to the redemption, in whole or in part, of the principal of the Bonds in accordance with Section 603 hereof, but only upon receipt of such Officer’s Certificate of the Authorized Lessee Representative, and the Trustee is hereby authorized to withdraw moneys from such Insurance Fund and deposit them into the Redemption Fund to be applied to such redemption as directed by the Lessee, in accordance with Section 10.01 of the Lease.

Section 414. Creation of Costs of Issuance Fund; Disbursements from Costs of Issuance Fund. There is hereby created by the Issuer and ordered established with the Trustee, in connection with the Series 2023 Bonds, an irrevocable trust fund to be designated “*Municipal Building Authority of Wayne School District, Utah, Lease Revenue Bonds Costs of Issuance Fund,*” which shall be disbursed in full before _____ 1, 202_, upon written instructions from the Lessee to the Trustee describing in reasonable detail the applications for such funds to pay the Costs of Issuance and the persons to whom payment therefrom is to be made. Any moneys remaining in the Costs of Issuance Fund on _____ 1, 202_, shall be withdrawn by the Trustee and deposited into the Acquisition Fund and the Costs of Issuance Fund shall thereupon be closed.

Section 415. Covenant to Maintain Tax Exemption; Rebate. (a) The Issuer covenants and agrees to and for the benefit of the owners of the Bonds that the Issuer (i) will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code and (iii) without limiting the generality of the foregoing, (A) will not take any action which would cause the Bonds, or any Bond, to be a “private activity bond” within the meaning of Section 141 of the Code or to fail to meet any applicable requirement of Section 149 of the Code and (B) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the Bonds, or any Bond, to be a “private activity bond” or to fail to meet any applicable requirement of Section 149 of the Code; *provided, however*, that nothing herein shall be construed to prohibit or limit the exercise of any of the rights and remedies provided to the Trustee in Article IX hereof upon the occurrence of an Event of Default hereunder. The Issuer shall execute from time to time such Tax Certificates as shall be necessary to establish that the Bonds are not and will not become “private activity bonds,” that all applicable requirements of Section 149 of the Code are and will be met and that the covenants of the Issuer contained in this Section 415(a) will be complied with.

(b) The Issuer covenants and certifies to and for the benefit of the owners from time to time of the Bonds that: (i) the Issuer will at all times comply with the provisions of any Tax Certificates; and (ii) the Issuer will at all times comply with any applicable rebate requirements contained in Section 148(f) of the Code. If any moneys are to be rebated to the United States pursuant to Section 148(f) of the Code, there shall be created and established with the Trustee an irrevocable trust fund to be designated “*Municipal Building Authority of Wayne School District, Utah Lease Revenue Bonds Rebate Fund.*” Moneys in the Rebate Fund are not a part of the Trust Estate and shall be invested and used to pay rebate to the United States in accordance with Section 148(f) of the Code and any Tax Certificate.

(c) The Issuer hereby further covenants to adopt, make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) any resolution or Tax Certificate necessary to comply with any changes in law or regulations in order to preserve the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes to the extent that it may lawfully do so.

(d) Pursuant to the covenants set forth in this Section 415, the Issuer obligates itself to comply, and agrees to cause the Lessee to comply, throughout the term of the issue of the Bonds with the requirements of Section 103 of the Code and the regulations proposed or promulgated thereunder to establish and maintain the excludability from gross income for federal income tax purposes of interest on the Bonds.

ARTICLE V

INVESTMENT OF MONEYS

Section 501. Permitted Investments. Subject to compliance with the terms and provisions of any Tax Certificate, any moneys held as part of the Acquisition Fund, the Bond Fund, the Insurance Fund, the Redemption Fund or any accounts in any thereof or in any other fund or account hereunder shall be invested and reinvested by the Trustee to the extent permitted by law, at the written direction of the Lessee, but only so long as no Event of Default has occurred and is continuing (or by the Trustee after the occurrence and during the continuance of any such Event of Default) in any of the following permitted investments maturing not later than such times as shall be necessary to provide moneys when needed for payments to be made from each such Fund or other fund or account:

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

(b) bonds, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following federal agencies (including evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations provided that such evidences of direct ownership have been created by or at the direction of the obligated federal agency); *provided* that such obligations are backed by the full faith and credit of the United States of America:

- (i) Farmers Home Administration (FmHA)
Certificates of beneficial ownership;
- (ii) Federal Housing Administration Debentures (FHA);
- (iii) General Services Administration
Participation certificates;
- (iv) Governmental National Mortgage Association
(GNMA or “Ginnie Mae”)
GNMA — guaranteed mortgage-backed bonds
GNMA — guaranteed pass-through obligations
(participation certificates)
- (v) U.S. Maritime Administration Guaranteed Title XI financing;
and
- (vi) U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds;

(c) bonds, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following federal agencies (including evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations provided that such evidences of direct ownership have been created by or at the direction of the obligated federal agency), which obligations are not full faith and credit obligations of the United States of America:

- (i) Federal Home Loan Bank System
Senior debt obligations (consolidated debt obligations);
- (ii) Federal Home Loan Mortgage Corporation
(FHLMC or “Freddie Mac”)
Participation certificates (mortgage-backed securities)
Senior debt obligations;
- (iii) Federal National Mortgage Association
(FNMA or “Fannie Mae”)
Mortgage-backed securities and senior debt obligations
(excluding stripped mortgage securities that are valued greater than par on the portion of unpaid principal);
- (iv) Student Loan Marketing Association
(SLMA or “Sallie Mae”) Senior debt obligations;
- (v) Resolution Funding Corporation (REFCORP)
Only REFCORP interest strips, which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and
- (vi) Farm Credit System
Consolidated system wide bonds and notes;

(d) bonds or notes issued by any state or municipality that are rated in one of the two highest long-term rating categories by Moody’s Investors Service (hereinafter referred to as “*Moody’s*”) and by S&P Global Ratings (hereinafter referred to as “*S&P*”);

(e) money market funds registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, and that have a rating by S&P of “AAAm-G,” “AAAm” or “Aam”, including money market mutual funds from which the Trustee or its affiliates derive a fee for investment advisory or other services to the fund;

(f) interest-bearing demand or time deposits issued by commercial, banks, savings and loan associations or mutual savings banks whose short-term obligations are rated “A-1+” or better by S&P; *provided* that such deposits must be secured at all times by obligations described in clause (a) or (b) of this Section 501

(collectively, “*United States Obligations*”) and must have a maturity of one year or less (The United States Obligations must be held by the Trustee (who shall not be the provider of the collateral) or by any Federal Reserve Bank or authorized depository, as custodian for the Trustee. The Trustee shall have a perfected first security interest in the United States Obligations serving as collateral.);

(g) certificates of deposit, savings accounts, deposit accounts or money market deposits that are fully insured by the Federal Deposit Insurance Corporation, including BIF and SAIF;

(h) investment agreements, including guaranteed investment contracts, entered into with financial institutions such as banks or trust companies organized under state law or national banking associations, insurance companies or government bond dealers, in each such case the debt of which is rated at least “A” by S&P;

(i) repurchase agreements, the maturities of which are 30 days or less, entered into with financial institutions such as banks or trust companies organized under state law or national banking associations, insurance companies or government bond dealers reporting to, trading with and recognized as a primary dealer by, the Federal Reserve Bank of New York and a member of the Securities Investors Protection Corporation or with a dealer or parent holding company, in each such case the debt of which is rated at least “A” by S&P and at least “A” by Moody’s (Such repurchase agreements shall be in respect of United States Obligations and obligations described in clause (c) of this Section 501 issued or guaranteed by FNMA or FHLMC and shall be collateralized by United States Obligations or such other obligations the fair market value of which, together with the fair market value of the repurchase agreement securities, shall be maintained at the levels described in the last paragraph of this Section 501, and the provisions of the repurchase agreement shall meet the following additional criteria:

(i) the Trustee (who shall not be the provider of the collateral) or a third party acting solely as agent for the Trustee has possession of the United States Obligations or such other obligations ;

(ii) failure to maintain the requisite collateral levels after a two-day restoration period will require the Trustee to liquidate the United States Obligations or such other obligations immediately;

(iii) the Trustee has a perfected, first priority security interest in the United States Obligations or such other obligations; and

(iv) the United States Obligations and such other obligations are free and clear of third-party liens, and in the case of an SIPC broker, were not acquired pursuant to a repurchase or reverse repurchase agreement.

In addition, any such repurchase agreement shall be accompanied by an opinion of counsel to the Lessee to the effect that the repurchase agreement complies with applicable requirements of Utah law for legal investment of public funds.);

(j) pre-refunded municipal obligations rated “AAA” by S&P and “Aaa” by Moody’s; *provided* that if the issue of such pre-refunded municipal obligations is then rated solely by S&P, such pre-refunded municipal bonds shall have been refunded with cash, obligations described in clause (a) of this Section 501 or “AAA” S&P rated pre-refunded municipal obligations;

(k) commercial paper of a United States corporation, finance company or banking institution if such commercial paper is rated at least “P-1” by Moody’s and at least “A-1+” by S&P;

(l) federal funds or bankers acceptances with a maximum term of one year of any bank that has an unsecured, uninsured and unguaranteed obligation rating of “P-1” or “A3” or better by Moody’s and “A-1+” by S&P;

(m) the Utah State Treasurer’s pooled investment fund (commonly known as the “PTIF Fund”) and any other state pooled investment funds; and

(n) any other investments authorized under the Utah Money Management Act, as amended from time to time and any applicable rules thereunder.

All such investments shall at all times be a part of the Fund from whence the moneys used to acquire such investments shall have come. In computing the amount in any fund or account hereunder, investments permitted by this Section 501 shall be valued at the market price thereof at least annually by the Trustee prior to June 15 of each year. All income and profits on such investments shall be credited to, and all losses thereon shall be charged against, such funds and accounts equal to each fund’s or account’s respective proportionate contribution thereto. Any such investments shall be made and held by or under the control of the Trustee. Any such investments shall be made by the Trustee in such manner as to assure the availability of moneys to make disbursements from the Acquisition Fund on the anticipated dates of disbursement for the Project and to make payments of the principal of, and premium, if any, and interest on, the Bonds at the times and in the amounts as provided therein. The Trustee may make any and all such investments through its trust department or the bond department of any bank or trust company under common control with the Trustee. The Trustee shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in (a) the Acquisition Fund is insufficient to pay a disbursement in accordance with Section 408 hereof or (b) the Bond Fund is insufficient to pay the Bondowners at the times and in the amounts as provided herein. Notwithstanding anything in this Indenture to the contrary, no investment or use shall be made of any moneys held in any Fund which would violate any of the covenants set forth in Sections 415 and 502 hereof or the requirements of any Tax Certificate.

The collateral level referred to in clause (i) of this Section 501 shall be as follows:

The securities subject to the repurchase agreement shall be valued weekly and marked-to-market at the current market price plus accrued interest. The value of the collateral shall equal 104% of the amount of cash transferred by or on behalf of the Issuer or the Lessee to the dealer bank or securities firm under the repurchase agreement plus accrued interest. If the value of securities held as collateral drops below 104% of the value of the cash transferred by or on behalf of the Issuer and the Lessee, then additional cash and/or acceptable securities shall be transferred by the Lessee as Additional Rentals pursuant to the Lease. If, however, the securities used as collateral are issued or guaranteed by FNMA or FHLMC, then the value of collateral shall equal at least 105%.

The Trustee shall have no liability or responsibility for any loss or for failure to maximize earnings resulting from any investment made in accordance with the provisions of this Section 501. The Trustee shall be entitled to assume, absent receipt by the Trustee of written notice to the contrary, that any investment that at the time of purchase is a permitted investment remains a permitted investment thereafter. The Lessee acknowledges that to the extent that regulations of the Comptroller of the Currency or other applicable regulatory agency grant the Lessee the right to receive brokerage confirmations of security transactions, the Lessee waives receipt of such confirmations. The Trustee shall furnish to the Lessee periodic statements that include detail of all investment transactions made by the Trustee.

Section 502. Arbitrage Covenant. The Issuer covenants and certifies to and for the benefit of the owners of the Bonds from time to time outstanding that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account in connection with or relating to either the Lease or the Bonds, whether or not such moneys were derived from the proceeds of sale of the Bonds or from any other sources, including payments of Rentals under the Lease, will not be used in a manner which will cause either the Lease or the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148(a) of the Code. Pursuant to such covenant, the Issuer will comply throughout the term of the Lease with the requirements of Section 148 of the Code and any regulations promulgated thereunder. The Issuer hereby agrees to comply with the terms and provisions of any Tax Certificate delivered on the date of initial issuance of the Bonds, including but not limited to the restrictions on yield provided therein. The Trustee will comply with any duties that it agrees to assume pursuant to any such Tax Certificate.

ARTICLE VI

REDEMPTION OF BONDS

Section 601. Redemption of Bonds. No redemption of any Bond shall be made except to the extent and in the manner expressly permitted by this Indenture.

Section 602. Optional Redemption. (a) The Series 2023 Bonds shall be subject to redemption (i) in whole on any date on or after _____ 1, 20__, in the event that the Lessee exercises its option pursuant to the Lease to purchase the Leased Property on the applicable Optional Purchase Date, or (ii) in whole or in part on any date on or after _____ 1, 20__ (if in part in any integral multiple of \$5,000), in the event that the Lessee prepays additional Base Rentals as authorized by the Lease, in either such case at a redemption price, expressed as a percentage of the principal amount of the Bonds to be redeemed, of 100% plus accrued interest thereon to the redemption date.

Upon receipt by the Trustee of notice that the Lessee intends to exercise its purchase option provided in Section 14.01 of the Lease, the Trustee shall give prompt written notice to each Bondowner in accordance with Section 607 hereof. Such notice shall specify the purchase date as the Optional Purchase Date, shall direct the Bondowner to present its Series 2023 Bond at the Principal Corporate Trust Office of the Trustee on such date for payment of such Series 2023 Bond, and shall state that, whether or not such Series 2023 Bond is surrendered for final payment, interest on the Series 2023 Bonds shall cease to accrue after the redemption date if moneys sufficient to effect such redemption are on deposit with the Trustee on that date. The Option Price shall be paid to the Trustee by the Lessee on or before the Optional Purchase Date as provided in Section 14.01 of the Lease. The Trustee shall immediately deposit such Option Price into the Redemption Fund.

Section 603. Extraordinary Optional Redemption in the Event of Damage, Destruction or Condemnation. The Series 2023 Bonds shall be subject to redemption prior to maturity in whole or in part from time to time and if in part, by lot in such manner as the Trustee shall determine to be fair and equitable, on such date or dates as the Trustee shall determine as hereinafter provided, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest thereon to the redemption date (to the extent that funds are available for such purpose as described herein), but without premium, in the event that (i) the 2023 Facilities are damaged or destroyed, in whole or in part, or the Leased Property or any portion thereof is taken in a condemnation proceeding, or certain events occur with respect to the title to the Leased Property or construction defects in the 2023 Facilities as described in Section 10.01(a) of the Lease, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award, or the Net Proceeds received as a consequence of defaults under any Project Contract (excluding liquidated damages), plus all amounts required to be paid as deductibles thereunder, made available by reason of one or more such occurrences, and any other legally available moneys, shall be insufficient to pay in full the cost of rebuilding, replacing or repairing the Leased Property and (iii) the Lessee elects, pursuant to the Lease, to waive its obligation to rebuild, repair or replace the affected portion of the Leased Property by depositing such Net Proceeds into the Redemption Fund for application to the redemption of the then outstanding Bonds in accordance with Section 10.01(c) of the Lease and Section 413 hereof. If Series 2023 Bonds are called for redemption pursuant to this Section 603(a), the Series 2023 Bonds to be redeemed shall be redeemed on such date or dates as the Trustee may determine to be in the best interests of the Bondowners; *provided, however*, that, if a foreclosure sale of the Mortgaged Property shall have occurred, the Trustee shall not call the Series 2023 Bonds for redemption pursuant to this Section 603 until at least six months have elapsed from the date of such foreclosure sale.

Section 604. Transfer to Redemption Fund Upon Extraordinary Redemption. On such redemption date or dates determined as provided in Section 603 hereof, the Trustee shall transfer all moneys into the Redemption Fund in accordance with the provisions of Section 608 hereof to be used by the Trustee to redeem the Bonds on such redemption date or dates to the extent necessary after giving effect to all moneys transferred to the Redemption Fund. The Trustee shall credit automatically against the Lessee's obligation under Section 10.01 of the Lease an amount equal to the amount in the Redemption Fund.

Section 605. Partial Redemption of Bonds. In the case of a partial redemption of Bonds when Bonds, then for all purposes in connection with such partial redemption, each \$5,000 in excess of \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units (given by the Trustee), the owner of such Bond shall (if so required) forthwith surrender such Bond to the Trustee (a) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption and (b) for exchange, without charge to the owner thereof, for a new Bond or Bonds of the same Series, designation, maturity and interest rate and in any of the Authorized Denominations, at the option of the owner thereof, of the aggregate principal amount of the unpaid balance of the principal amount of the Bond to be so redeemed. If presentment is required and the owner of any such Bond shall fail to present such Bond to the Trustee for redemption and exchange as aforesaid, the principal amount of such Bond to be redeemed shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond to be redeemed represented by such \$5,000 unit or units of face value on and after the redemption date and (funds sufficient for the payment of the redemption price having been deposited with the Trustee and being available for the redemption of said unit or units on the redemption date) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon after the redemption date) represented by such \$5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in the principal amount of an Authorized Denomination.

With respect to any partial redemption of Bonds of less than a particular maturity of Bonds, the particular Bonds to be redeemed shall be selected by the Trustee by lot in such manner as the Trustee shall determine to be fair and equitable.

Section 606. Redemption Fund. There is hereby created by the Issuer and ordered established with the Trustee an irrevocable trust fund to be designated "*Municipal Building Authority of Wayne School District, Utah Lease Revenue Bonds Redemption Fund.*" All moneys to be used for redemption of Bonds or purchase of Bonds pursuant to Section 409 hereof shall be deposited in the Redemption Fund. Said moneys shall be set aside in the Redemption Fund solely for the purpose of redeeming the principal of the Bonds in advance of their scheduled maturity date, except as may otherwise be required by any Tax Certificate, or purchasing Bonds pursuant to Section 409 hereof, and shall be applied on the date designated for redemption or on the purchase date to the payment of the principal of, and premium, if any, and interest on, the Bonds

to be redeemed or to pay the purchase price of Bonds to be purchased, as the case may be, upon presentation and surrender of such Bonds. In the event there are moneys remaining in the Redemption Fund after payment in full of all Bonds to be redeemed from the money deposited therein, the Trustee is authorized and directed to transfer said moneys to the Board of Education.

Section 607. Notice of Redemption; Deposit of Moneys. (a) Notice of the call for any redemption shall be given by the Trustee (upon being satisfactorily indemnified as to expenses) by Mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the Register; *provided, however*, that failure to give such notice by Mail, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner actually receives the notice. Each notice of redemption shall state:

- (i) the redemption date;
- (ii) the redemption price;
- (iii) the principal amount of the Bonds to be redeemed;
- (iv) if less than all of the outstanding Bonds of any Series are to be redeemed, the certificate numbers and the respective principal amount of the Bonds to be redeemed;
- (v) that on the redemption date the redemption price and interest accrued to the redemption date will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after the redemption date; and
- (vi) the name and address of the Person to which such Bonds are to be surrendered (if such Bonds are to be surrendered) for payment of the redemption price.

(b) If at the time of mailing of notice of optional redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all Bonds called for redemption, which moneys are or will be available for redemption of Bonds, such notice shall state that it is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

(c) On or prior to the date fixed for any redemption of Bonds the moneys required for such redemption shall be deposited with the Trustee by the Lessee in accordance with the Lease. The principal of the Bonds called for redemption shall cease to bear interest after the specified redemption date, *provided* that sufficient funds for redemption are on deposit with the Trustee at that time.

(d) If any Bonds are held in a book-entry system, in addition to the notice of redemption described in Section 607(a) above, the Trustee shall give further notice of redemption as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as set forth in Section 607(a) hereof:

(i) Each further notice of redemption given hereunder shall contain (A) the date of publication of such notice of redemption; (B) the CUSIP number, if any, of each Bond being redeemed; (C) the date of each Bond being redeemed; (D) the rate of interest borne by each Bond being redeemed; (E) the maturity date of each Bond being redeemed; and (F) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least 30 days before the redemption date by registered or certified mail or overnight delivery service or other means acceptable to the recipient to: (a) the Electronic Municipal Marketplace Access system of the Municipal Securities Rulemaking Board (or any successor thereto); and (b) any other such depositories or national information services that disseminate notices of redemption of obligations such as the Bonds, designated by the Issuer to receive such notice.

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

Section 608. Redemption of All Outstanding Bonds. In the event that the principal of all Bonds then outstanding is to be redeemed, the Trustee shall, without further authorization, deposit into the Redemption Fund all moneys then remaining in the Acquisition Fund, the Capitalized Interest Fund and the Insurance Fund, with advice to the Lessee and the Issuer of such action, such deposit to be made on the date fixed for redemption.

Section 609. Revised Schedule of Base Rentals and Option Price. Upon partial redemption pursuant to Section 602 or 603 hereof, or the issuance of Additional Bonds pursuant to Section 213 hereof, the Trustee shall provide the Lessee with (a) a revised schedule of Base Rentals which schedule shall take into account such redemption or issuance and shall be and become for all purposes thereafter *Schedule I* to the Lease setting forth the Base Rentals and which schedule shall, in case of a revision resulting from an issuance of Additional Bonds, be accompanied with an attachment to *Schedule I* of the Lease as required by Section 213(h)(iii) hereof and (b) a revised schedule setting forth the Option Prices which schedule shall take into account such redemption or issuance and shall be and become for all purposes thereafter *Schedule II* to the Lease; *provided, however,* that nothing herein shall be construed to authorize or permit a revision of the Optional Purchase Dates from those originally provided in *Schedule II* attached to the Lease; *and provided further, however,* that in no event shall the respective Option Price set forth on such revised schedule be less than the principal amount of Bonds outstanding as of each Optional Purchase Date plus accrued interest thereon and any prepayment premium payable with respect thereto.

ARTICLE VII

DISCHARGE OF LIEN

If the Issuer shall pay or cause to be paid, or there shall otherwise be paid or provision for the unconditional payment made from any source, to or for the Bondowners all principal of, and premium, if any, and interest on, the Bonds at the times and in the manner stipulated therein and herein, and if the Issuer shall not then be in default in any of the other covenants and promises in the Bonds and in this Indenture expressed or implied as to be kept, performed and observed by it or on its part, and if the Lessee shall not then be in default in any of its covenants and promises in the Lease expressed or implied as to be kept, performed and observed by it or on its part, and if the Issuer shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then all rights and obligations of the Issuer, the Lessee and the Trustee under this Indenture and the Lease shall terminate and be of no further force and effect and the Trustee shall cancel and discharge this Indenture and the Lease and execute and deliver to the Issuer such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and reconvey, release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any property conveyed, mortgaged, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except (a) amounts in the Bond Fund required to be paid to the Lessee pursuant to Section 411 hereof, (b) moneys or securities held by the Trustee for the payment of the principal of, or premium, if any, or interest on, the Bonds and (c) any moneys to be paid pursuant to any Tax Certificate.

Any Bond shall be deemed to be paid, or any portion thereof shall be deemed to be paid, within the meaning of this Article VII when payment of the principal of, and premium, if any, and interest on, the Bonds (or such portion thereof) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Government Obligations, as defined hereinafter in this Article VII, which are not callable at the option of the issuer thereof prior to their maturity and which mature and bear interest in such amounts and at such times as will provide such amounts and at such times as will insure the availability of sufficient moneys to make such payment on and prior to the redemption date or maturity date, as the case may be; *provided, however*, that if the Bonds are not to be paid on the next succeeding Bond Payment Date, proper notice of redemption shall have been previously mailed as provided in Section 607 hereof or the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to mail notice of redemption as provided in Section 607 hereof. 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 Indenture, except for the purposes of registration and exchange of Bonds and of any such payment from such moneys or Government Obligations.

Any moneys so deposited with the Trustee as provided in this Article VII may, at the direction of the Issuer, be invested and reinvested only in Government Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Government Obligations in the hands of the Trustee pursuant to this Article VII which is not required for the payment of the principal of, or premium, if any, or interest on, the Bonds 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.

For the purposes of this Article VII the term “*Government Obligations*” shall mean direct general obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, the guarantee of which constitutes the full faith and credit obligation of the United States of America.

Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Article VII, all moneys or Government Obligations set aside and held in trust pursuant to the provisions of this Article VII for the payment of principal of, or premium, if any, or interest on, the Bonds shall be applied to and used solely for the payment of the particular Bonds with respect to which such moneys and Government Obligations have been so set aside in trust.

Anything in Article XII hereof to the contrary notwithstanding, if moneys or Government Obligations have been deposited or set aside with the Trustee pursuant to this Article VII for the payment of principal of, or premium, if any, or interest on, the Bonds and such principal, premium or interest shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the owner of each of the Bonds affected thereby.

ARTICLE VIII

POSSESSION, USE AND PARTIAL RELEASE OF LEASED PROPERTY

Section 801. Subordination of Lease to the Indenture. As provided in Section 11.05 of the Lease, the Lease and the Lessee’s interest in the Leased Property and its interest as lessee under the Lease shall at all times be subject to the lien of this Indenture; *provided, however*, that so long as no Event of Default hereunder or an Event of Nonappropriation has occurred and is then continuing the Lease shall remain in full force and effect notwithstanding such subordination, and the Lessee shall not be disturbed by the Issuer or the Trustee in its possession, use and enjoyment of the Leased Property during the term of the Lease or in the enjoyment of its rights under the Lease.

Section 802. Release of School Site. Reference is made to the provisions of the Lease, including without limitation Section 13.01(b) thereof, whereby the Issuer and the Lessee have reserved the right to withdraw certain portions of the School Site from the terms of the Lease and the lien hereof upon compliance with the terms and conditions of the Lease. The Trustee shall release from the lien of this Indenture any such portions of the School Site upon compliance with the provisions of the Lease and as provided in Section 1404 hereof.

Section 803. Granting or Release of Easements. Reference is made to the provisions of the Lease, including without limitation Section 13.01(c) thereof, whereby the Lessee may grant or release easements and take other action upon compliance with the terms and conditions of the Lease. The Trustee shall execute or confirm the grants or releases of easements, licenses, rights-of-way and other rights and privileges permitted by Section 13.01(c) of the Lease upon compliance with the provisions of the Lease and as provided in Section 1404 hereof.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 901. Events of Default Defined. The occurrence of any of the following events shall constitute an “Event of Default” under this Indenture:

- (a) default in the payment of the principal of or premium, if any, on any Bond when the same shall become due and payable, whether at the stated maturity date thereof, by acceleration or call for redemption or otherwise;
- (b) default in the payment of any interest on any Bond when the same shall become due and payable;
- (c) the occurrence of any Event of Nonappropriation or Event of Default as each such term is defined in the Lease; or
- (d) subject to the provisions of Section 914 hereof, default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained and the continuance thereof for a period of thirty (30) days after written notice to the Issuer and the Lessee given by the Trustee or to the Trustee, the Issuer and the Lessee by the owners of not less than a majority in aggregate principal amount of Bonds then outstanding.

Section 902. Remedies Upon Default. Upon the occurrence and continuance of any Event of Default hereunder, but subject always to Article X hereof, the Trustee shall have all the rights and remedies with respect to the Trust Estate as the Issuer, as lessor, has against the Mortgaged Property and the Lessee under the pertinent provisions of the Lease and the Facilities Lease and subject to the restrictions and limitations therein provided. Upon the occurrence and continuance of any Event of Default, the Trustee may, and shall, at the written request of Bondowners of not less than 25% in aggregate principal amount, declare the principal amount of the Bonds then outstanding to be immediately due and payable, whereupon such principal amount shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding; *provided, however*, that no such acceleration shall change or otherwise affect the Lessee’s obligation under the Lease to pay Rentals only during the terms of the Lease and in the amounts and at the times as provided in the Lease. The Trustee shall give notice of such declaration of acceleration to the Lessee and the Issuer and, upon receipt of indemnity satisfactory to it, shall give notice thereof by Mail to owners of all Bonds then outstanding.

Upon the occurrence and continuance of any Event of Default specified in subsection (a), (b) or (c) of Section 901 hereof, the Trustee shall, without any action on the part of the owners of the Bonds, or upon the occurrence and continuance of an Event of Default specified in subsection (d) of Section 901 hereof and the written request of Bondowners of not less than 25% in aggregate principal amount of Bonds then outstanding the Trustee shall, give notice to the Lessee to vacate the Leased Property (subject to the Facilities Lease) immediately as provided in the Lease, with or without terminating the term of the Lease thereunder except as to the Lessee's possessory interests in the Leased Property under the Lease. The Trustee may, and at the written request of Bondowners of not less than 25% in aggregate principal amount of Bonds then outstanding shall, commence an action to foreclose the lien of this Indenture as a mortgage in the manner herein provided and as permitted by law against the Issuer's right, title and interest in the Mortgaged Property in such manner and order as the Trustee may determine and take one or any combination of the following additional remedial steps:

(a) The Trustee may terminate the Lease or the Lessee's possessory rights thereunder (without otherwise terminating the Lease), and, subject to the Facilities Lease, re-enter the Leased Property, eject all parties in possession thereof therefrom and relet the Leased Property, all as provided in Section 16.02(a) of the Lease.

(b) The Trustee may, subject to compliance with the applicable provisions of the "one action rule" set forth in Title 78B, Chapter 6, Part 9 of the Utah Code Annotated 1953, as amended, recover from the Lessee:

(i) the portion of Base Rentals and Additional Rentals which are or would otherwise have been payable under the Lease during any period in which the Lessee continues to use, occupy and operate the Additions or any portion thereof; and

(ii) Base Rentals and Additional Rentals which are or would otherwise have been payable by the Lessee under the Lease during the remainder, after the Lessee vacates the Additions, of the Initial Term or the Renewal Term in which such Event of Default occurs for which Term the Lessee had lawfully appropriated moneys for purposes of paying such Base Rentals and Additional Rentals; *provided, however*, that if the Trustee does not proceed to sell the Mortgaged Property reasonably promptly after such Event of Default, the Trustee shall be obligated to the Lessee to use the Trustee's best efforts to lease or sublease the Mortgaged Property, and, subject to the Facilities Lease, for the remainder of such Initial Term or Renewal Term, and the Net Proceeds of such leasing shall be offset against the amount recoverable from the Lessee under this subparagraph (ii).

(c) The Trustee may, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property or any part thereof (subject to the Facilities Lease), in its own name or in the name of the Issuer, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or part thereof or interest or space therein,

increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any obligations secured hereby, all in such order as the Trustee may determine. The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues or profits, the Trustee shall be entitled to exercise every right and remedy provided for in the Lease or this Indenture or now or hereafter permitted by law upon occurrence of any Event of Default.

(d) In conformity with Section 312(b) hereof, the Trustee may exercise all rights of the Issuer in its capacity as lessor under the Lease, including the right to lease all or any part of the Leased Property (subject to the Facilities Lease) in the name and for the account of the Issuer, to collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel and any charges of the Trustee hereunder, any taxes and assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay and all expenses and costs of repairs and improvements to the Leased Property as hereinafter described and apply the remainder of the moneys so received in accordance with Section 908 hereof. Upon the occurrence and continuance of an Event of Default hereunder, the Issuer, upon demand of the Trustee, shall forthwith surrender possession of the Mortgaged Property, together with the books and records of the Issuer pertaining thereto, and including the rights to hold, operate and manage the same, and rights from time to time to make all needful repairs and improvements as the Trustee may deem wise.

(e) The Trustee may exercise any or all of the remedies available to a secured party under applicable law, with respect to property subject to this Indenture. Without limiting the generality of the foregoing, the Trustee shall have the right to take possession of any personal property or fixtures subject to the lien of this Indenture and to take such other measures as the Trustee may deem as necessary for the care, protection, preservation and marketing of said personal property and fixtures. The Trustee may require the Lessee to assemble any such personal property or fixtures and make the same available to the Trustee at a place to be designated by the Trustee which is reasonably convenient to the Trustee and the Lessee. It is agreed that a commercially reasonable manner of disposition of personal property includes, without limitation, disposition with the real property in the manner provided above.

A judgment requiring a payment of money may be entered against the Lessee by reason of an Event of Default hereunder only as to the liabilities described in paragraph (b) above. Notwithstanding anything set forth in the Lease or herein to the contrary, any Event of Default

consisting of a failure by the Lessee to vacate the Additions by the expiration of the Initial Term or the Renewal Term during which an Event of Nonappropriation occurs shall not result in any liability for Base Rentals or Additional Rentals allocable to any period other than the period in which the Lessee continues to use, occupy and operate the Additions or any portion thereof and to that extent only.

Notwithstanding anything herein to the contrary, the Trustee shall not be required to foreclose the lien of the Indenture or to bid at any foreclosure sale if, in the Trustee's reasonable judgment, such action would subject it to personal liability, expense, or loss, including the cost of investigation, removal, or other remedial action with respect to the environmental condition of the Mortgaged Property; the Trustee shall not be required to take any action with respect to the Mortgaged Property which could cause it to be considered an "owner" or "operator" within the meaning of the CERCLA, as amended, or any other statute dealing with hazardous substances; and the Trustee shall have no authority to manage or operate the Mortgaged Property, except as necessary to exercise remedies upon default.

Section 903. Other Remedies. (a) Upon the occurrence of an Event of Default, the Trustee may, as an alternative, either after entry or without entry, pursue any available remedy by suit at law or equity to enforce the payment of the principal of, and premium, if any, and interest on, the Bonds then outstanding, including, without limitation, foreclosure and mandamus and an action for specific performance of any agreement herein contained.

(b) Upon the occurrence of an Event of Default, if requested to do so by the owners of at least 25% in aggregate principal amount of Bonds then outstanding and if indemnified as provided herein, the Trustee shall exercise such one or more of the rights and powers conferred by this Article as the Trustee, upon being advised by counsel, shall deem most expedient in the interests of the Bondowners; *provided* that the obligation of the Trustee to accelerate the principal of the Bonds shall be subject to Section 902 hereof.

Section 904. Appointment of Receivers. Upon the occurrence of an Event of Default hereunder and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Issuer or of the Bondowners under this Indenture, the Trustee, as a matter of right and after at least five (5) days notice to the Issuer and the Lessee, and without regard to the then value of the Mortgaged Property or the interest of the Issuer, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property, and the Issuer hereby irrevocably consents to such appointment and, to the extent permitted by law, waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of the Trustee in case of entry as provided in Section 902 hereof and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

Section 905. Remedies Not Exclusive. The Trustee shall be entitled to enforce payments and performance of any obligations secured hereby and to exercise all rights and powers under this Indenture or under the Lease or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said obligations secured hereby may now or hereafter be

otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Indenture nor its enforcement whether by court action or other powers herein contained shall prejudice or in any manner affect the Trustee's right to realize upon or enforce any other security now or hereafter held by the Trustee, it being agreed that the Trustee shall be entitled to enforce this Indenture and any other security now or hereafter held by the Trustee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Indenture or the Lease or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Trustee and the Trustee may pursue inconsistent remedies, subject in each case to Article XIV hereof.

Section 906. Bidder at Foreclosure Sale. As authorized by Section 17D-2-505(3) of the Act, in the event of foreclosure on the lien of this Indenture as provided herein, the Trustee or the then owner or owners of any of the Bonds secured hereby may become the purchaser at any foreclosure sale, if the highest bidder, so long as such purchase is made consistent with law and this Indenture. Upon any such foreclosure sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the premises sold to the purchasers thereof, and any statement or recital of fact in such deed shall be prima facie evidence of the truth of such statement or recital.

Section 907. Limitation on Remedies. (a) Notwithstanding anything herein to the contrary, no deficiency judgment upon foreclosure or exercise of other remedies as herein provided may be entered against the Issuer or the Lessee or the State of Utah or any of its political subdivisions; *provided* that the Lessee shall remain liable to pay Rentals for any period that it uses, occupies and operates the Additions, and the Trustee shall be entitled to recover such Rentals from the Lessee as provided in Section 902(b) hereof.

(b) No breach of any covenant or agreement herein or in the Lease shall impose any general obligation or liability upon, nor a charge against, the Lessee or the general credit or taxing power of the State of Utah or any of its political subdivisions.

Section 908. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall be deposited in the Bond Fund. After payment of costs and expenses of foreclosure and liquidation, reletting or sale or suit, if any, and of all proper expenses, liabilities and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Trustee, and of all taxes, assessments or liens superior to the lien of these presents, subject to which any such liquidation, reletting or sale may have been made, and of all Additional Rentals subject to the lien hereof owed and of all amounts advanced by the Trustee to protect the Mortgaged Property or any of its and the Bondowners' rights with respect thereto, 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:

First, to the payment of amounts, if any, payable to the United States Treasury pursuant to the Tax Certificate;

Second, 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, except as to any difference in the respective rates of interest specified in the Bonds;

Third, 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 called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds at the respective rates specified therein from the respective dates upon which they become 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 first to the payment of such interest ratably, according to the amount of such interest due on such date, and then to the payment of such principal, ratably, according to the amount of principal due on such date, to the Persons entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Fourth, to the extent permitted by law, to the payment to the Persons entitled thereto of the unpaid interest on overdue installments of interest ratably, according to the amounts of such interest due on such date, 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 *first* to the payment of amounts, if any, payable to the United States Treasury pursuant to the Tax Certificate and *second* to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section 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 subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due

regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Bond Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, and premium, if any, and interest on, all Bonds have been paid under the provisions of this Section 908 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Lessee as provided in Section 411 hereof, except as may be otherwise required by any Tax Certificate.

Notwithstanding anything herein to the contrary, the Trustee shall be entitled to relet the Mortgaged Property (subject to the Facilities Lease) in conjunction with or following foreclosure proceedings for such period as is necessary for the Trustee to obtain sufficient moneys to pay the principal of, and premium, if any, and interest on, the Bonds in full, and the obligations of the Trustee with respect to the owners of the Bonds and the receipt and disbursement of funds shall continue until the lien of this Indenture is discharged or foreclosed as herein provided. The termination or expiration of the term of the Lease as to the Lessee's possessory rights thereunder, of itself, shall not discharge the lien of this Indenture.

Section 909. Right of Bondowners to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the owners of a majority in aggregate principal amount of the Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the appointment of a receiver or any other proceedings hereunder; *provided* that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 910. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit (subject to the provisions of Section 908 hereof) of the owners of the then outstanding Bonds.

Section 911. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry 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 Issuer, the Trustee, the Lessee and the Bondowners shall be restored to their former positions and rights hereunder respectively with

regard to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 912. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the owners of (a) more than 50% in aggregate principal amount of all Bonds then outstanding in respect of which a default exists in the payment of principal and/or premium, if any, and/or interest, or (b) more than 50% in aggregate principal amount of all Bonds then outstanding in the case of any other Event of Default; *provided, however*, that there shall not be waived (i) any Event of Default in the payment of the principal of any outstanding Bonds at the date of payment of the final maturity or mandatory sinking fund payment specified therein or (ii) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission, all arrears of interest (including any interest on overdue principal at the rate provided in Section 202(a) hereof) or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Lessee and the Bondowners shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 913. Rights and Remedies of Bondowners. Except in the case of a failure of the Trustee to accelerate payment of principal of the Bonds pursuant to Section 902 hereof, no owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified, or of which it is deemed to have notice, (b) such default has become an Event of Default and the owners of at least 25% in aggregate principal amount of Bonds then outstanding have made written request to the Trustee and have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such owners have offered to the Trustee indemnity as provided for herein and (d) the Trustee thereafter has failed or refused to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name or in the name of such owners. Such notification, request and offer of indemnity as set forth above, at the option of the Trustee, shall be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his 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 and maintained in the manner herein provided and for the equal benefit of the owners of all Bonds then outstanding. Nothing in this Indenture shall, however, affect or impair the right of any Bondowner to enforce, by action at law or in equity, payment of the principal of, and premium, if any, and interest on, any Bond at and after the maturity thereof, or upon the date fixed for redemption or (subject to the provisions of Section 902 hereof) upon the same being declared due prior to maturity, as herein provided, or the

obligation of the Issuer to pay the principal of, and premium, if any, and interest on, each of the Bonds issued hereunder to the respective owners thereof at the time, place, from the source and in the manner expressed herein and in the Bonds.

Section 914. Notice of Defaults Under Section 901(d); Opportunity of the Lessee to Cure Defaults. Anything herein to the contrary notwithstanding, no default under Section 901(d) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given by the Trustee or by the owners of not less than a majority in aggregate principal amount of all Bonds then outstanding to the Issuer and the Lessee, and the Lessee shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected or if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

ARTICLE X

THE TRUSTEE

The Trustee accepts the trusts hereunder and agrees to perform the same, but only upon the terms and conditions hereof, including the following, to all of which the Issuer and the respective owners of the Bonds at any time outstanding by their acceptance thereof agree:

Section 1001. Duties of the Trustee. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture.

Following an Event of Default, the Trustee is under no obligation to enforce the Indenture or the Lease with respect to which such Event of Default has occurred except as it may be directed pursuant to Section 1002(i) hereof; *provided however* that the Trustee shall continue at all times to perform its customary duties as provided herein.

Section 1002. Trustee's Liability. No provision of this Indenture shall be construed to relieve the Trustee from liability for its gross negligence or willful misconduct, except that:

(a) the Trustee shall not be liable except for the performance of such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee but the duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture;

(b) in the absence of bad faith on the part of the Trustee, the Trustee may rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon, any resolution, Officer's Certificate, opinion of counsel, certificate, request, notice, consent, waiver, order, signature guaranty, notarial seal, stamp, acknowledgment, verification, appraisal, report or other paper or document believed by the Trustee to be genuine and to have been signed, affixed or presented by the proper party or parties;

(c) in the absence of bad faith on the part of the Trustee, whenever the Trustee, or any of its agents, representatives, experts or counsel, shall consider it necessary or desirable that any matter be proved or established, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officer's Certificate; *provided, however*, that the Trustee, or such agent, representative, expert or counsel, may require such further and additional evidence and make such further investigation as it or they may consider reasonable;

(d) the Trustee may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith and in accordance with such advice or opinion of counsel;

(e) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any direction or request of the owners of the Bonds;

(f) the Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee;

(g) the Trustee shall not be deemed to have knowledge of any Event of Default (except an Event of Default under Sections 901(a) or 901(b) hereof or Section 16.01(a) or 16.01(b) of the Lease) hereunder or under the Lease unless and until an officer of the Trustee who customarily handles corporate trusts shall have actual knowledge thereof or the Trustee shall have received written advice thereof from the owner of any Bond, the Issuer or the Lessee;

(h) whether or not an Event of Default shall have occurred, the Trustee shall not be under any obligation to take any action under this Indenture which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it by the security afforded to it by the terms of this Indenture, unless and until it is requested in writing so to do by one or more owners of Bonds outstanding hereunder and furnished, from time to time as it may require, with security and indemnity satisfactory to the Trustee;

(i) whether or not an Event of Default shall have occurred, whenever it is provided in this Indenture that the Trustee consent to any act or omission by any Person or that the Trustee exercise its discretion in any manner, the Trustee may (but need not) seek the written acquiescence of the owner or owners of at least a majority in aggregate principal amount of the Bonds then outstanding and, unless written evidence of such acquiescence has been received by the Trustee, it shall be fully justified in refusing so to consent or so to exercise its discretion, *provided, however*, the owners of not less than a majority in principal amount of the Bonds from time to time outstanding have the right, upon furnishing to the Trustee such indemnification as the Trustee shall reasonably request, by an instrument in writing delivered to the Trustee, to determine which of the remedies herein set forth shall be adopted and to direct the time, method and place of conducting all proceedings to be taken under the provisions of this Indenture for the enforcement thereof or of the Bonds; *provided further*, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceedings so directed may not lawfully be taken or would be prejudicial to owners of Bonds not parties to such direction;

(j) the Bondowners shall not have any right to institute any action or proceedings at law or in equity for the execution and enforcement of the trusts hereby created unless, within sixty (60) days after a direction in writing by the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding, the Trustee has failed or refused to institute the action on behalf of such Bondowners;

(k) IN NO EVENT SHALL THE TRUSTEE BE LIABLE TO ANY PARTY OR THIRD PARTY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOSS OF BUSINESS ARISING UNDER OR IN CONNECTION WITH THIS INDENTURE, EVEN IF PREVIOUSLY INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION; AND

(l) the Trustee shall not sell, mortgage, transfer, assign or hypothecate its interest herein or in the Revenues or the Mortgaged Property or any part of any thereof or any interest therein or in any amount to be received by it from the disposition of any of the Mortgaged Property, except as provided herein with respect to the enforcement of its rights and remedies hereunder.

Section 1003. No Responsibility of Trustee for Recitals. (a) The recitals and statements contained herein and in the Bonds shall be taken as the recitals and statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same, nor shall the Trustee have any responsibility for or any liability with respect to any disclosure, warranty, representation or concealment or failure to disclose in connection with the offering, solicitation, sale or distribution of the Bonds.

(b) The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds secured hereby, the security hereby or thereby afforded, the interest of the Issuer in the Trust Estate or the descriptions thereof, or the filing or recording or registering of this Indenture, or any other document. The Trustee shall not be required to undertake any act or

duty to insure or cause the Project or the Mortgaged Property to be insured or to maintain, repair or otherwise take care of any of the Mortgaged Property.

(c) The Trustee shall not be concerned with or accountable to anyone for the use or application of any deposited moneys which shall be released or withdrawn in accordance with the provisions of this Indenture or of any Property or the proceeds thereof which shall be released from the lien hereof in accordance with the provisions of this Indenture.

(d) The Trustee shall not be liable to anyone for any delay in the Project, or for any default on the part of any supplier or manufacturer thereof, or for any defect in any portion of the Mortgaged Property or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation in respect of the title thereto.

Section 1004. Compensation and Expenses of Trustee; Indemnification. The Trustee shall be entitled to reasonable compensation for its services hereunder (which shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and to reimbursement for all reasonable expenses incurred hereunder, and as Registrar and Paying Agent, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its powers and duties hereunder.

The Lessee will indemnify and save the Trustee harmless against any liabilities, not arising from the Trustee's own default or gross negligence or bad faith, which it may incur in the exercise and performance of its rights, powers, trusts, duties and obligations hereunder, but only from lawfully appropriated moneys available for such purpose and payable as Additional Rentals under the Lease.

Section 1005. Status of Moneys Received. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law or as provided herein, and may be deposited by the Trustee under such general conditions as may be prescribed by law in the Trustee's general banking department, and the Trustee shall be under no liability for interest on any moneys received by it hereunder. The Trustee and any affiliated corporation may become the owner of any Bond secured hereby and be interested in any financial transaction with the Issuer or the Lessee, or the Trustee may act as depositary or otherwise in respect of other securities of the Issuer or the Lessee, all with the same rights which it would have if it were not the Trustee.

Section 1006. Resignation of Trustee. The Trustee may resign and be discharged from the trusts created hereby by delivering sixty (60) days' prior written notice thereof, by Mail, to the Issuer, the Lessee and all owners of Bonds at the time outstanding. Such resignation shall take effect only upon the appointment of a successor Trustee and the acceptance of such appointment by such successor Trustee.

Section 1007. Removal of Trustee. The Issuer shall, at the written direction of the Lessee, remove the Trustee by an instrument or instruments in writing executed by the Issuer and delivered to the Trustee with a copy to the Lessee, specifying the removal, *provided* that such removal shall take effect only upon the appointment of a successor Trustee and the acceptance of such appointment by such successor Trustee.

Section 1008. Appointment of Successor Trustee. In case at any time the Trustee shall resign or be removed or become incapable of acting, a successor Trustee may be appointed by the owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding by an instrument or instruments in writing executed by such Bondowners and filed with such successor Trustee, the Issuer and the Lessee, subject to Section 1402(b) hereof.

Until a successor Trustee shall be so appointed by the Bondowners, the Issuer shall appoint a successor Trustee to fill such vacancy, by an instrument in writing executed by the Issuer and delivered to the successor Trustee. If all or substantially all of the Trust Estate shall be in the possession of one or more receivers, trustees, liquidators or assignees for the benefit of creditors, then such receivers, trustees, custodians, liquidators or assignees for the benefit of creditors may, by an instrument in writing delivered to the successor Trustee, appoint a successor Trustee. Promptly after any such appointment, the Issuer, or any such receivers, trustees, custodians, liquidators or assignees, as the case may be, shall give notice thereof by Mail, and to each owner of the Bonds at the time outstanding.

Any successor Trustee so appointed by the Issuer, or such receivers, trustees, custodians, liquidators or assignees, shall immediately and without further act be superseded by a successor Trustee appointed by the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding.

If a successor Trustee shall not be appointed pursuant to this Section within sixty (60) days after a vacancy shall have occurred in the office of the Trustee, the owner of any Bond or such retiring Trustee (unless the retiring Trustee is being removed) may apply to any court of competent jurisdiction to appoint a successor Trustee, and such court may thereupon, after such notice, if any, as it may consider proper, appoint a successor Trustee.

Section 1009. Succession of Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and the predecessor Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed, conveyance or transfer, shall become vested with the title to the Trust Estate, and with all the rights, powers, trusts, duties and obligations of the predecessor Trustee in the trust hereunder, with like effect as if originally named as Trustee herein.

Upon the request of any such successor Trustee, however, the Issuer and the predecessor Trustee shall execute and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee the predecessor Trustee's interest in the Trust Estate and all such rights, powers, trusts, duties and obligations of the predecessor Trustee and the predecessor Trustee shall

also assign and deliver to the successor Trustee any Property subject to the lien of this Indenture which may then be in its possession.

Section 1010. Eligibility of Trustee. Every Trustee so provided hereunder shall be a state or national bank or trust company or a corporation with trust powers in good standing organized under the laws of the United States of America or of any state thereof, having a capital, surplus and undivided profits aggregating at least \$10,000,000, if there be such a bank, trust company or corporation willing and able to accept such trust upon reasonable and customary terms.

In case the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 1006 hereof.

Section 1011. Successor Trustee by Merger. Any corporation into which the Trustee may be merged or with which it may be consolidated or converted, or any corporation resulting from any merger, consolidation or conversion to which the Trustee shall be a party, or any state or national bank or trust company in any manner succeeding to the corporate trust business of the Trustee as a whole or substantially as a whole, if eligible as provided in Section 1010 hereof, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto, anything to the contrary contained herein notwithstanding.

Section 1012. Co-Trustees. At any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Issuer and the Trustee jointly shall have power, and shall execute and deliver all instruments, to appoint one or more persons approved by the Trustee, to act as co-Trustee, or co-Trustees, jointly with the Trustee, or separate trustee or separate trustees, of all or any part of the Trust Estate, and to vest in such person or persons, in such capacity, such interest in the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable.

Section 1013. Notice to the Lessee of Investment; Annual Reports by Trustee; Notice of Estimated Additional Rentals. (a) Not less than thirty (30) days prior to each applicable Base Rental Payment Date, the Trustee shall prepare and mail a statement of account to the Lessee notifying the Lessee of the amounts of investment earnings then held in the Bond Fund and available to be applied as a credit against the Lessee's Base Rentals due on the next succeeding Base Rental Payment Date as provided in Section 4.07 of the Lease and the amount of Base Rentals due on such next succeeding Base Rental Payment Date. The Lessee shall be entitled to a credit for such amounts against the payment of Base Rentals next coming due under the Lease as provided in Section 4.07 of the Lease.

(b) The Trustee shall make annual reports to the Issuer and the Lessee of all moneys received and expended by it in such form as shall be agreed on by the Issuer, the Lessee and the Trustee.

(c) Prior to April 1 of each year during the term of the Lease, the Trustee shall propose and submit to the Lessee a statement estimating the amount of Additional Rentals that are expected to become due pursuant to Sections 4.01(b)(i), (ii), (iii) and (ix) during the next succeeding Renewal Term (assuming for this purpose only that the governing body of the Lessee will elect to extend the term of the Lease for such Renewal Term), which statement will detail the items constituting such Additional Rentals. With respect to each such statement estimating the amount of Additional Rentals prepared by the Trustee as provided herein, the Trustee shall not be required to make or be deemed to have made any representation that such estimate will be sufficient to pay all Additional Rentals which will become due during the ensuing Renewal Term. In no event shall the Trustee be liable to the Issuer, the Lessee or the owners of the Bonds in connection with any such estimate so long as the Trustee is acting in accordance with the standard specified in Section 1002 hereof.

(d) On or before _____ 1 and _____ 1 of each year during the term of the Lease, the Trustee shall submit to the Lessee a statement specifying the amount of interest on the Bonds required to be paid by the Issuer on the immediately succeeding _____ 1 or _____ 1, as applicable.

Section 1014. Designation and Succession of Paying Agents and Registrar; Agreement with Paying Agent. (a) Pursuant to the provisions hereof, the Trustee hereby accepts its appointment as the initial Paying Agent for the Bonds and its principal corporate trust office shall be the Principal Corporate Trust Office of the Trustee. Any bank or trust company with or into which any Paying Agent or Registrar may be merged or consolidated, or to which the assets and business of such Paying Agent or Registrar may be sold, shall be deemed the successor of such Paying Agent or Registrar, respectively, for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the Issuer shall appoint a bank or trust company to fill such vacancy. In addition to any Registrars appointed pursuant to Section 1015 hereof, the Trustee may appoint such Registrars (subject to the provisions of Section 1016 hereof) as it deems appropriate. The Lessee shall have the right at any time to direct the Trustee to appoint or remove any Paying Agent or Registrar.

The appointment and designation of any Paying Agent, other than the Trustee, shall become effective upon the filing of written notice of such appointment and designation, together with a certified copy of the written acceptance of such appointment and designation, with the Trustee and the Registrar. Any Paying Agent, other than the Trustee, shall designate in writing to the Trustee and the Registrar its principal office for purposes of this Indenture. Any Paying Agent may at any time resign by giving written notice of resignation to the Trustee, the Registrar, the Issuer and the Lessee. The Issuer may terminate the agency of any Paying Agent at any time by giving written notice of termination to such Paying Agent, the Trustee and the Registrar.

The appointment of a Registrar other than the initial appointment of a Registrar under this Indenture shall become effective upon the last to occur of the filing of written notice of such appointment, together with a certified copy of a written acceptance of such appointment, with the Issuer or the giving of a notice by Mail of such appointment to all Bondowners. Any Registrar may at any time resign or be removed as provided in Section 1016 hereof.

The Paying Agent and the Registrar shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 1002 hereof with respect to the Trustee insofar as such provisions may be applicable.

The Trustee will cause each Paying Agent, other than the Trustee, to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will:

- (a) hold all sums held by it for the payment of principal of, and premium, if any, and interest on, the Bonds, in trust for the benefit of the Bondowners entitled thereto until such sums shall be paid to such Bondowners or otherwise disposed of as herein provided;
- (b) keep such books and records as shall be consistent with prudent industry practice, to make such books and records available for inspection by the Lessee and the Trustee at all reasonable times; and
- (c) upon the written request of the Trustee, forthwith deliver to the Trustee all sums so held in trust by such Paying Agent.

The Issuer shall cooperate with the Trustee and the Lessee to cause the necessary arrangements to be made and to be thereafter continued whereby funds derived from the sources specified in Sections 403, 404 and 606 hereof will be made available for the payment when due of the principal of, and premium, if any, and interest on, the Bonds as presented at the principal corporate trust office of the Paying Agent.

Section 1015. Registrar. Pursuant to the provisions hereof, the Trustee hereby accepts its appointment as the initial Registrar for the Bonds and its principal corporate trust office shall be the Principal Corporate Trust Office of the Trustee. The Issuer shall appoint any other Registrar for the Bonds, subject to the conditions set forth in Section 1016 hereof. Any Registrar, other than the Trustee, shall designate to the Trustee its principal office and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer and the Trustee under which such Registrar will agree, particularly, to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Trustee and the Lessee at all reasonable times.

Section 1016. Qualifications of Registrar; Resignation; Removal. The Registrar shall be a corporation duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock, surplus and undivided profits of at least \$10,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Registrar may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) days' notice to the Issuer, the Trustee and the Lessee and giving notice by Mail to the Bondowners. The Registrar may be removed at any time by an instrument, signed by the Issuer, filed with the Registrar and the Trustee.

In the event of the resignation or removal of the Registrar, the Registrar shall deliver any Bonds and the registration books held by it in such capacity to its successor or, if there be no successor, to the Trustee.

In the event that the Issuer shall fail to appoint a Registrar hereunder, or in the event that the Registrar shall resign or be removed, or be dissolved, or if the property or affairs of the Registrar shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Issuer shall not have appointed a successor as Registrar, the Trustee shall *ipso facto* be deemed to be the Registrar for all purposes of this Indenture until the appointment by the Issuer of the Registrar or successor Registrar, as the case may be.

ARTICLE XI

LIMITATIONS OF LIABILITY

Section 1101. Limitations of Liability of Issuer. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Indenture shall be deemed to be the respective limited covenants, stipulations, promises, agreements and obligations of the Issuer, and not of any officer, trustee, employee or agent of the Issuer, nor of any incorporator, trustee, employee or agent of any successor corporation to the Issuer, in its individual capacity. No recourse shall be had against any such individual, either directly or otherwise under or upon any obligation, covenant, stipulation, promise or agreement contained herein or in any other document executed in connection herewith. Any and all personal liability or obligation, whether in common law or in equity or by reason of statute or constitution or otherwise, of any such person is hereby expressly waived and released by the Bondowners as a condition to and consideration for the issuance of the Bonds and the execution of this Indenture and the Operative Agreements. The Trustee and the Bondowners agree to look solely to the Trust Estate, including the Mortgaged Property (subject to the leasehold interest of the Lessee under the Facilities Lease) and the Revenues, for the payment of said interests or the satisfaction of such liability; *provided, however*, nothing herein contained shall limit, restrict or impair the rights of the Bondowners or the Trustee to exercise all rights and remedies provided under this Indenture or the Lease or otherwise realize upon the Trust Estate; and *provided further* that the Trustee may join the Issuer and the Lessee and their officers, trustees, agents and employees, in their capacities as officers, trustees, agents and employees of the Issuer or the Lessee, as defendants in any legal action it undertakes to enforce its rights and remedies hereunder.

Section 1102. Limitations of Liability of Lessee. Nothing herein shall be construed to require the governing body of the Lessee to appropriate any money for the performance of any obligation hereunder or under the Lease. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the State of Utah or any political subdivision of the State of Utah within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery and performance of the Lease nor the issuance of the Bonds directly or indirectly obligates the Lessee to make any payments hereunder or under the Lease beyond those appropriated for the Lessee's then current Fiscal Year or to pay the Option Price.

ARTICLE XII

SUPPLEMENTAL INDENTURES; WAIVERS

Section 1201. Supplemental Indentures Without Bondowner Consent. The Issuer and the Trustee from time to time and at any time with the prior written consent of the Lessee, but without the consent of or notice to any Bondowners and subject to the restrictions in this Indenture contained, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof for any one or more or all of the following purposes:

(a) to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon, the Issuer;

(b) to subject to the lien of this Indenture additional Property and Revenues hereafter acquired by the Issuer and intended to be subjected to the lien of this Indenture and to correct and amplify the description of any Property and Revenues subject to the lien of this Indenture;

(c) to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect;

(d) to cure any ambiguity or cure, correct or supplement any provision contained herein or in any supplemental indenture which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture or to make such other provisions in regards to matters or questions arising under this Indenture or any supplemental indenture as shall not adversely affect the interest of any Bondowner;

(e) to comply with any additional requirements necessary to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds;
or

(f) to authorize the issuance of Additional Bonds, subject to Section 213 hereof;

and the Issuer covenants to perform all requirements of any such supplemental indenture. No restriction or obligation imposed upon the Issuer may, except as otherwise provided in this Indenture, be waived or modified by such supplemental indentures or otherwise.

Section 1202. Waivers and Consents by Bondowners; Supplemental Indentures with Bondowners' Consent. Upon the prior written waiver or consent of the owners of at least 66-2/3% in aggregate principal amount of the Bonds then outstanding, (a) the Issuer may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Indenture or any indenture supplemental hereto, or (b) the Issuer and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Indenture or of any indenture supplemental hereto or modifying in any manner the rights and obligations of the owners of the Bonds and the Issuer; *provided*, that no such waiver

or supplemental indenture shall (i) impair or affect the right of any owner to receive payments or prepayments of the principal of, and premium, if any, and interest on, such owner's Bond, as therein and herein provided, without the consent of such owner, (ii) permit the creation of any Lien with respect to any of the Trust Estate, without the consent of the owners of all the Bonds at the time outstanding, (iii) effect the deprivation of the owner of any Bond of the benefit of the lien of this Indenture upon all or any part of the Trust Estate without the consent of such owner, (iv) reduce the aforesaid percentage of the aggregate principal amount of Bonds, the owners of which are required to consent to any such waiver or supplemental indenture pursuant to this Section, without the consent of the owners of all of the Bonds at the time outstanding or (v) modify the rights, duties or immunities of the Trustee without the consent of the Trustee and the owners of all of the Bonds at the time outstanding.

Section 1203. Notice of Supplemental Indentures. Promptly after the execution by the Issuer and the Trustee of any supplemental indenture or agreement pursuant to the provisions of Section 1201 or 1202 hereof, the Trustee shall give written notice, setting forth in general terms the substance of such supplemental indenture, together with a conformed copy thereof, by Mail to each owner of the Bonds. Any failure of the Trustee to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture or agreement.

Section 1204. Opinion of Counsel Conclusive as to Supplemental Indentures. The Trustee is hereby authorized to join with the Issuer in the execution of any such supplemental indenture authorized or permitted by the terms of this Indenture and to make the further agreements and stipulations which may be therein contained, and the Trustee may receive an opinion of counsel selected by the Trustee (which may be counsel for the Lessee or the Issuer) as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article XII complies with the requirements of this Article XII.

ARTICLE XIII

AMENDMENT OF LEASE

Section 1301. Amendments to Lease Not Requiring Consent of Bondowners. The Issuer and the Lessee may, with the prior written consent of the Trustee, but without the consent of or notice to the Bondowners, consent to any amendment, change or modification of the Lease as may be required (a) by the provisions of the Lease (including those required by Sections 13.01 and 13.02 thereof) or this Indenture; (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease; (c) in order to more precisely identify the Mortgaged Property or any portion thereof or to add additional or substituted improvements or properties acquired in accordance with the Lease and the Indenture; (d) in connection with any other change in the Lease which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondowners; (e) for the purposes of complying with additional requirements necessary to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds or (f) in connection with the issuance of Additional Bonds.

Section 1302. Amendments to Lease Requiring Consent of Bondowners. Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Lease without mailing of notice and the prior written approval or consent of the owners of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding given as in this Section provided. If at any time the Issuer and the Lessee shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided by Section 1203 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Corporate Trust Office of the Trustee for inspection by all Bondowners.

ARTICLE XIV

MISCELLANEOUS

Section 1401. Successors and Assigns; Parties in Interest. Whenever any of the parties hereto is referred to such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Indenture contained by or on behalf of the Issuer or of the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not; and, other than the Lessee, no other person, firm or corporation shall have any right, remedy or claim under or by reason of this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Lessee and the Bondowners any legal or equitable right, remedy or claim under or in respect to this Indenture. All covenants, stipulations, promises and agreements in the Indenture contained by or on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Trustee and the Bondowners.

Section 1402. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Indenture shall not render any other provision or provisions herein contained unenforceable or invalid, *provided* that nothing contained in this Section 1402 shall be construed to amend or modify the immunities of the Issuer in its individual capacity provided for in Section 1101 hereof, to amend or modify the immunities of the Lessee provided for in Section 1102 hereof or to amend or modify any limitations or restrictions on the Trustee or any Bondowner or their respective successors or assigns under Article X hereof.

Section 1403. Communications. All communications provided for herein shall be in writing. Communications to the Issuer, the Trustee or the Lessee shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when duly mailed by registered or certified mail or overnight courier addressed as follows:

If to the Issuer:

Municipal Building Authority of Wayne School District, Utah
79 North 100 West
Bicknell, Utah 84715
Attention: Secretary/Treasurer

If to the Trustee:

_____, _____
Attention: _____

If to the Lessee:

Board of Education of Wayne County School District, Utah
79 North 100 West
Bicknell, Utah 84715
Attention: Business Administrator

or to the Issuer, the Trustee and the Lessee at such other respective address as the Issuer, the Trustee or the Lessee may designate by notice duly given in accordance with this Section to the other parties. It shall be sufficient service of any notice or other paper on any Bondowner if such notice is given by Mail. In case by reason of the suspension of registered or certified mail service, it shall be impracticable to give notice by registered or certified mail of any event to the Lessee or the Issuer when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient giving of such notice. The Trustee hereby agrees to mail notice to the Appropriate Rating Agencies on or before the effective date thereof of any material amendment, modification or change in any of the Operative Agreements.

Section 1404. Release. The Trustee shall release this Indenture and the lien and security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all Interests Hereby Secured have been fully paid or discharged, except that the Trustee shall (a) partially release the lien and security interest granted hereby with respect to that portion of the School Site released from the Lease pursuant to Section 13.01(b) of the Lease, and (b) confirm and grant or release any easement, license, right-of-way or other right or privilege as provided in Section 13.01(c) of the Lease.

Section 1405. Counterparts. This Indenture may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Indenture.

Section 1406. Governing Law. This Indenture and the Bonds shall be construed in accordance with and governed by the laws of the State of Utah.

Section 1407. Headings. Any headings or captions preceding the text of the several Articles, Sections and Subsections hereof are intended solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

Section 1408. Consents, etc., of Bondowners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondowners may be in any number of concurrent documents of similar tenor and may be executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

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

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such Person shall be deemed to continue to be the owner of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 1409. Payments Due on Sundays and Holidays. In any case where the date of maturity of principal of the Bonds or a Bond Interest Payment Date, or the date fixed for redemption of any Bonds shall not be a Business Day, then payment of interest, principal or premium, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity, Bond Interest Payment Date or the date fixed for redemption, as the case may be, and no interest shall accrue for the period after such date.

Section 1410. Action by the Lessee. Whenever it is herein provided or permitted for any action to be taken by the Lessee, such action may be taken by an Authorized Lessee Representative under the Lease unless the context clearly indicates otherwise.

(Signature page follows.)

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be duly executed by its officers thereunto duly authorized, and _____, in evidence of its acceptance of the trusts hereby created, has caused this Indenture to be executed on its behalf by one of its Trust Officer, all as of the day and year first above written.

ISSUER:

MUNICIPAL BUILDING AUTHORITY OF WAYNE
SCHOOL DISTRICT, UTAH

By _____
President

[SEAL]

ATTEST:

By _____
Secretary/Treasurer

TRUSTEE:

_____,
as Trustee

By _____
Trust Officer

ACKNOWLEDGMENTS

STATE OF UTAH)
) ss
COUNTY OF WAYNE)

On the ____ day of _____, 2023, personally appeared before me _____ and Tyler Newton, who affirmed that they are the President and Secretary/Treasurer, respectively, of the Municipal Building Authority of Wayne School District, Utah, the Utah nonprofit corporation described in and which executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of its bylaws and a resolution of its Governing Board, and said _____ and Tyler Newton, acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

NOTARY PUBLIC
Residing at: _____, Utah

[SEAL]

My Commission Expires: _____

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the ____ day of _____, 2023, personally appeared before me _____, who affirmed that [he][she] is a Trust Officer of _____, the national banking association described in and which executed the foregoing instrument, respectively, and that said instrument was signed in behalf of said banking association by authority of a resolution of its Board of Directors, and said officer acknowledged to me that said banking association executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

NOTARY PUBLIC
Residing at: _____, Utah

[SEAL]

My Commission Expires: _____

EXHIBIT A

**DESCRIPTION OF REAL ESTATE
REFERRED TO IN GRANTING CLAUSE FIRST**

The tracts of land constituting the School Site are located in Wayne County, State of Utah, and are more particularly described as follows:

EXHIBIT B

[ATTACH FORM OF MASTER LEASE AGREEMENT]

WHEN RECORDED PLEASE RETURN TO:

Ryan D. Bjerke, Esq.
Chapman and Cutler LLP
215 South State Street, Suite 560
Salt Lake City, Utah 84111

MASTER LEASE AGREEMENT

DATED AS OF _____ 1, 2023

BETWEEN

MUNICIPAL BUILDING AUTHORITY OF WAYNE SCHOOL DISTRICT, UTAH

Lessor,

AND

BOARD OF EDUCATION OF WAYNE COUNTY SCHOOL DISTRICT, UTAH,

Lessee.

As set forth in Sections 4.05 and 11.02(c) hereof, the interest of the Municipal Building Authority of Wayne School District, Utah in this Master Lease Agreement and all Base Rentals and certain other amounts receivable hereunder have been assigned to _____, as Trustee under that certain Indenture of Trust, Mortgage, Assignment of Lease Agreement and Security Agreement, dated as of _____ 1, 2023, between the Municipal Building Authority of Wayne School District, Utah and _____, as Trustee, and are subject to the lien and security interest of _____, as Trustee.

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but is only for convenience of reference.)

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MASTER LEASE AGREEMENT

THIS MASTER LEASE AGREEMENT, dated as of _____ 1, 2023 (the “*Lease*”), by and between the MUNICIPAL BUILDING AUTHORITY OF WAYNE SCHOOL DISTRICT, UTAH (the “*Lessor*”), a Utah nonprofit corporation acting as a public entity and instrumentality of the State of Utah, whose mailing address is 79 North 100 West, Bicknell, Utah 84715, and the BOARD OF EDUCATION OF WAYNE COUNTY SCHOOL DISTRICT, UTAH (the “*Lessee*”), a duly organized and existing body corporate and a political subdivision of the State of Utah, whose mailing address is 79 North 100 West, Bicknell, Utah 84715.

WITNESSETH:

WHEREAS, the Lessee desires the Lessor to undertake certain costs of the acquisition, construction and improvement of certain projects pursuant to the Utah Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the “*Act*”), consisting of the acquisition, construction and improvement on a certain tract of land located in [Bicknell City], in Wayne County, Utah, more particularly described in *Exhibit B* attached hereto (the “*School Site*”) of certain portions of the replacement of Wayne High School on behalf of the Lessee and the inhabitants of Wayne County School District (the “*District*”), and related fixtures, chattels, equipment, appliances, furniture, furnishings, machinery, inventory, supplies and maintenance and repair equipment (collectively, the “*2023 Facilities*”), including but not limited to, those certain 2023 Facilities consisting of that portion of the new Wayne High School shown as _____ in *Exhibit A* hereto (the “*Pledged Portion*”).

WHEREAS, the Lessee, as owner of marketable fee simple title to the School Site, has agreed to lease to the Lessor, and the Lessor has agreed to lease from the Lessee, the School Site pursuant to that certain Ground Lease, dated as of the date hereof, between the Lessor and the Lessee;

WHEREAS, the Lessor is willing to sublease the School Site to be so acquired and to lease the remaining portion of the new high school building and all other structures and facilities on the School Site, including a portion of the 2023 Facilities, but excluding the Pledged Portion (the “*BoE Facilities*” and, collectively with the Pledged Portion, the “*High School Facilities*”) pursuant to a Facilities Use and Lease Agreement, dated as of the date hereof (the “*Facilities Lease*”), and to lease the Pledged Portion to the Lessee, and the Lessee desires to lease the Pledged Portion from the Lessor and sublease the School Site from the Lessor, upon the terms and conditions and for the purposes set forth herein;

WHEREAS, pursuant to and in accordance with the provisions of the Act, by resolution duly adopted by the governing body of the Lessee, the Lessee has heretofore approved (prior to commencement of the acquisition and construction of the 2023 Facilities) the plans, specifications and estimated costs for the 2023 Facilities; and

WHEREAS, the Lessor and the Lessee are empowered to enter into this Lease pursuant to applicable law, including particularly Section 17D-2-401(1), Utah Code Annotated 1953, as amended;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All words and phrases defined in Article I of the Indenture shall have the same meaning when used in this Lease. In addition, the following words and phrases shall have the following meanings for all purposes of this Lease:

“*2023 Facilities*” shall mean certain additions and improvements at the new Wayne High School, and related fixtures, chattels, equipment, appliances, furniture, furnishings, machinery, inventory, supplies and maintenance and repair equipment to be financed with Series 2023 Bond proceeds.

“*Acquisition*” (and other forms of the word “*acquire*”), when used with respect to any portion of the 2023 Facilities, shall mean and include, without limitation, the acquisition, construction, installation, improvement and extension of the 2023 Facilities in accordance with the applicable Project Documents.

“*Additional Rentals*” shall mean the amount or amounts payable by the Lessee pursuant to Section 4.01(b) hereof.

“*Agency Agreement*” shall mean that certain Construction Agency Agreement, dated as of the date hereof, between the Lessor and the Lessee, pursuant to which the Lessor appoints the Lessee as the Lessor’s agent for purposes of causing the Acquisition of the 2023 Facilities.

“*Authorized Lessee Representative*” shall mean the person or persons at the time designated, by written certificate furnished to the Lessor and the Trustee, as the person or persons authorized to act on behalf of the Lessee. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the Lessee by the President of the Board, and may designate an alternate or alternates. The Authorized Lessee Representative may, but need not, be an employee of the Lessee.

“*Authorized Lessor Representative*” shall mean the person or persons at the time designated, by written certificate furnished to the Lessee and the Trustee, as the person or persons authorized to act on behalf of the Lessor. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the Lessor by its President or Vice President and may designate an alternate or alternates. The Authorized Lessor Representative may, but need not, be an employee of the Lessor.

“*Base Rental Payment Commencement Date*” shall mean the date Acquisition of the 2023 Facilities is completed (within the meaning of the Act) and the Leased Property is available for use, occupancy and operation, as evidenced by the delivery of the Completion Certificate, which is the date on which the Lessee becomes obligated to commence payment of Base Rentals

hereunder pursuant to Section 4.01(a) hereof, other than advance payments of Base Rentals pursuant to Section 4.01(a) hereof from proceeds of the sale of the Bonds deposited into the Capitalized Interest Fund or voluntary Base Rental payments made by the Lessee prior to the Base Rental Payment Commencement Date in order to provide long-term savings to the Lessee on Base Rentals due hereunder by reducing the principal component thereof.

“*Base Rental Payment Date*” shall mean the 15th day of each _____ and _____ during the term of the Lease.

“*Base Rentals*” shall mean the amount or amounts (comprising a principal component and an interest component) payable by the Lessee pursuant to Section 4.01(a) hereof in consideration of the use and enjoyment of the Leased Property during the term of this Lease, on the dates and in the amounts as set forth in the Base Rental Payment Schedule specified in *Schedule I* attached hereto and as such *Schedule I* may be revised hereafter in accordance with Section 609 of the Indenture; *provided, however*, that the interest component of the Base Rentals shall be abated or increased, as necessary, as provided in Section 4.01(a) hereof. In the event of a partial redemption of Bonds or the issuance of Additional Bonds as provided in the Indenture, the Base Rentals are to be recalculated by the Trustee and provided to and binding upon the Lessee as more fully set forth in Section 4.01(a) hereof and Section 609 of the Indenture.

“*BoE Facilities*” shall mean the remaining portion of the new high school building and other structures and facilities on the School Site, including a portion of the 2023 Facilities, but excluding the Pledged Portion.

“*Bond Counsel*” shall mean Chapman and Cutler LLP or an attorney or a firm of attorneys (which is mutually acceptable to the Lessee and the Trustee) of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“*Capital Actually Invested*” shall mean, with respect to the 2023 Facilities, the principal amount of all outstanding Bonds issued to finance the Costs of Acquisition relating to the 2023 Facilities, plus premium, if any, and interest thereon and any fees and expenses which must be paid to retire the then outstanding Bonds, less all amounts held in the Bond Fund which are to be applied to the payment of the then outstanding Bonds and of such fees and expenses, all costs of transferring title to the Leased Property to the Lessee and all costs of dissolving the Lessor, including, but not limited to, all organizational and incorporation expenses, filing fees, carrying charges, legal fees, architects’ fees, contractors’ fees, financial advisory fees and all other reasonable costs and expenses incidental thereto.

“*Code*” shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and any applicable regulations thereunder.

“*Contractor*” shall mean such reputable contractor or contractors designated as general contractor for the 2023 Facilities.

“*District*” means Wayne County School District, Utah.

“*Event of Default*” shall mean one or more of the events described in Section 16.01 hereof.

“*Event of Nonappropriation*” shall mean a nonrenewal of the term of the Lease by the Lessee, determined by the failure or refusal of the Lessee to appropriate, specifically with respect to the Lease, moneys sufficient (after taking into account any moneys legally available for such purpose to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in Section 4.01(b) hereof)) for the next succeeding Renewal Term as provided herein or determined by the unavailability of such moneys for such purpose for any other reason. The existence or nonexistence of an Event of Nonappropriation shall be determined as of the date on which the Lessee fails or refuses to adopt a final budget in accordance with applicable law which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term as contemplated by Section 3.01 hereof or on any earlier or later date on which the Trustee receives written notice from the Lessee that the Lessee has failed or refused to make such appropriations and the term of the Lease will not be renewed; *provided, however*, that the Trustee may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time if, in the Trustee’s judgment, such waiver is in the best interests of the owners of the Bonds, except as otherwise provided in Section 4.09(a) hereof. Notwithstanding anything herein to the contrary, the Lessee’s failure or refusal to adopt a final budget in accordance with applicable law on or before June 30 during the term of the Lease which appropriates sufficient moneys to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term shall constitute an Event of Nonappropriation.

“*Facilities Lease*” shall mean that certain Facilities Use and Lease Agreement, dated as of the date hereof, between the Issuer and the Lessee, pursuant to which the Lessee agrees to lease from the Issuer, and the Issuer agrees to lease to the Lessee, the BoE Facilities.

“*Fiscal Year*” shall mean the twelve-month period used from time to time by the Lessee for its financial accounting purposes, such period currently extending from July 1 to the next succeeding June 30.

“*Ground Lease*” shall mean that certain Ground Lease, dated as of the date hereof, between the Lessor and the Lessee, pursuant to which the Lessee agrees to lease to the Lessor, and the Lessor agrees to lease from the Lessee, the School Site.

“*High School Facilities*” shall mean, collectively, the BoE Facilities and the Pledged Portion.

“*Indenture*” shall mean that certain Indenture of Trust, Mortgage, Assignment of Lease Agreement and Security Agreement, dated as of the date hereof, between the Lessor, as trustor, mortgagor and debtor, and the Trustee, as trustee, mortgagee and secured party, and any amendments and supplements thereto as therein provided.

“*Initial Term*” shall have the meaning specified in Section 3.01 hereof.

“*Lease*” shall mean this Master Lease Agreement, including the *Exhibits* and *Schedules* attached hereto and incorporated herein, and any amendments and supplements hereto as herein and in the Indenture provided.

“*Leased Property*” shall mean, collectively, the Pledged Portion and the School Site leased and to be subleased to the Lessee pursuant hereto.

“*Lessee*” shall mean the Board of Education of Wayne County School District, Utah, a duly organized and existing body corporate and a political subdivision of the State of Utah in its capacity as lessee under the Lease.

“*Lessee’s Counsel*” shall mean the duly appointed attorney of the Lessee or his or her designee, who regularly or by special appointment represents the Lessee in legal matters.

“*Lessor*” shall mean the Municipal Building Authority of Wayne School District, Utah, a Utah nonprofit corporation acting as a public entity and instrumentality of the State of Utah performing essential governmental functions on behalf of the Lessee, and any successor to the duties or functions of the Lessor.

“*Optional Purchase Date*” shall mean any date, on or after _____ 1, 20__, during the term of the Lease as specified in *Schedule II* attached hereto upon which the Lessee may elect pursuant to Section 14.01 hereof to purchase the Leased Property for the then applicable Option Price.

“*Option Price*” shall mean the price as specified in *Schedule II* attached hereto at which (together with certain other amounts payable pursuant to Section 14.01 hereof) the Lessee may elect to purchase from the Lessor the Leased Property (or the Lessor’s interest therein) on the Optional Purchase Date by the Lessee pursuant to Section 14.01 hereof prior to the scheduled payment of all sums to be paid for the Leased Property, all as more particularly shown in the Option Price Schedule specified in *Schedule II* attached hereto and as such *Schedule II* may be revised hereafter in accordance with Section 609 of the Indenture. In the event of a partial redemption of Bonds or the issuance of Additional Bonds as provided in the Indenture, the Option Price is required to be recalculated by the Trustee and provided to and binding upon the Lessee as more fully set forth in Section 609 of the Indenture and Section 14.01 hereof.

“*Permitted Encumbrances*” shall mean, as of any particular time, (a) liens for taxes, assessments and other governmental charges not then delinquent; (b) this Lease, the Indenture, the Ground Lease, the Facilities Lease and any financing statements naming the Lessor or the Lessee as debtor and naming the Lessor or the Trustee as secured party now or hereafter filed to perfect the mortgage lien and security interests granted by the Indenture and this Lease; (c) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that an Authorized Lessee Representative certifies to the Trustee will not materially interfere with or impair the operations being conducted in or on the Leased Property (or, if no operations are being conducted therein or thereon, the operations for which the Leased Property was designed or last modified); (d) any mechanic’s, laborer’s, materialmen’s, supplier’s or vendor’s lien or right in respect thereof if payment is not yet due and payable under the contract in question; (e) such minor

defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Leased Property and (i) as do not, in the opinion of the architect supervising the Acquisition of the 2023 Facilities, certified in writing to the Trustee, materially impair the property affected thereby for the purpose for which it was acquired or is held by the Issuer or the Lessee or (ii) are adequately insured against by a title insurance policy reasonably satisfactory to the Trustee and the Lessee; and (f) any liens or encumbrances being contested as provided in Section 8.01(c) or 9.01(b) hereof.

“*Plans and Specifications*” shall mean the plans and specifications prepared for and showing the 2023 Facilities, as and when they are approved by the Lessee, the same being duly certified by the Authorized Lessee Representative, which plans and specifications are on file at the principal office of the Lessee and shall be available for reasonable inspection by the Lessor, the Trustee and their duly authorized representatives.

“*Pledged Portion*” shall mean the portion of the 2023 Facilities consisting of that portion of the new Wayne High School described as _____ as more particularly described as the Pledged Portion in *Exhibit A* hereto.

“*Project*” shall mean, the acquisition and construction of the 2023 Facilities.

“*Project Contracts*” shall mean (a) any contract or contracts between the Lessee (acting in its own capacity with respect to the Acquisition of that portion of the 2023 Facilities Acquired prior to the date hereof and in its capacity as the Lessor’s agent pursuant to the Agency Agreement with respect to the Acquisition of any portion of the 2023 Facilities to be Acquired after the date hereof) or the Lessor and any Contractor or Contractors and between any Contractor or subcontractor and his immediate subcontractor regarding the 2023 Facilities and (b) any other contract or contracts entered into by the Lessee or the Lessor relating to the Acquisition of the 2023 Facilities, including without limitation the Ground Lease and the Facilities Lease, a copy of each of which is or will be on file with the Lessee.

“*Project Documents*” shall mean (a) the Plans and Specifications, including change orders (if any) as permitted by Section 5.04 hereof; (b) any survey of the School Site, prepared by a registered land surveyor in accordance with standard requirements for land title surveys, showing the location of all improvements, easements, encroachments and other encumbrances on the School Site; (c) any necessary permits for the Project, including any building permits and certificates of occupancy; (d) the Project Contracts and the contract with any project manager for the Project; (e) policies of title, casualty, public liability and workers’ compensation insurance, or certificates thereof, as required by the Lease with respect to the Leased Property; (f) performance and payment bonds with respect to the Project; (g) the executed contract with the architect hired by the Lessee in connection with the preparation of the Plans and Specifications and (h) any and all other documents executed by or furnished to the Lessee or a Contractor in connection with the Project.

“*Renewal Term*” shall have the meaning specified in Section 3.01 hereof.

“Rentals” shall mean the total amount of the Base Rentals and the Additional Rentals payable during the Initial Term and each Renewal Term hereunder.

“School Site” shall mean those certain tracts of land situated in Wayne County, Utah, and more particularly described in *Exhibit B* attached hereto.

“Term of the Lease” or “term of this Lease” with respect to the possessory interest of the Lessee shall mean the Initial Term and any Renewal Terms as to which the Lessee exercises its option to renew the term of the Lease as provided in Section 3.01 hereof, subject to the provisions hereof concerning termination of certain of the Lessee’s obligations hereunder.

“Trustee” shall mean _____, of _____, _____, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

ARTICLE II

DEMISE

Section 2.01. Demise of the Leased Property. The Lessor does hereby rent, lease and demise to the Lessee, and the Lessee does hereby take, accept and lease from the Lessor, the Leased Property, subject to Permitted Encumbrances, on the terms and conditions and for the purposes herein set forth, together with all easements, rights and appurtenances in connection therewith or thereto belonging, to have and to hold for the term of the Lease.

ARTICLE III

TERM OF THE LEASE

Section 3.01. Commencement of the Term of the Lease. The initial term of this Lease shall commence as of _____, 2023, and shall expire at midnight on June 30, 2024 (the “Initial Term”), subject to the Lessee’s option to extend the term of this Lease for _____ (___) additional and consecutive one-year renewal terms commencing July 1, 2024, and a final renewal term commencing July 1, 20___, and ending _____ 2, 20___ (herein referred to individually as the “Renewal Term” and collectively as the “Renewal Terms”), and subject to Section 3.02 hereof. The terms and conditions of this Lease during any Renewal Term shall be the same as the terms and conditions during the Initial Term, except that the Base Rentals and the Option Price will be as specified in *Schedule I* and *Schedule II* attached hereto, respectively, for each such Renewal Term, as such *Schedules* may be revised as provided in Section 609 of the Indenture. Each option shall be exercised by the adoption by the Lessee, on or prior to June 15 of each year, of a final budget in accordance with applicable law which appropriates, specifically with respect to the Lease, moneys sufficient (after taking into account any moneys legally available for such purpose which are then on deposit in the Bond Fund) to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in Section 4.01(b) hereof) for the next

succeeding Renewal Term as provided herein. The adoption of such final budget, after the holding of such public hearing and compliance with the procedures required by applicable law, shall constitute the specified notice within the meaning and for the purposes of Section 17D-2-402(1)(b) of the Act and automatically extend the term of the Lease for the succeeding Renewal Term without any further action required by any officers or officials of the Lessee.

Within ten (10) days after the adoption of such final budget, the Lessee shall deliver written notice (which notice may be substantially in the form attached hereto as *Exhibit C*) to the Trustee stating that the Lessee has extended the term of this Lease for the succeeding Renewal Term, describing in reasonable detail the actions taken by the governing body of the Lessee (if such actions are then required to pay any Rentals hereunder or, if no such actions are then required, explaining the reasons therefor) to appropriate funds sufficient for the purpose of paying the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in Section 4.01 hereof) to become due during such succeeding Renewal Term. Unless the Trustee shall have previously received the foregoing notice applicable to the next succeeding Renewal Term, the Trustee shall, on or prior to June 10 of each year, make written inquiry of the Lessee as to whether the Lessee has extended the term of this Lease and whether the governing body of the Lessee shall have made the appropriation necessary to pay the Base Rentals and reasonably estimated Additional Rentals to become due during such succeeding Renewal Term.

The Lessee shall deliver written notice to the Trustee as soon as practicable, but in no event later than the expiration of the Initial Term or the then current Renewal Term, stating (if such is the case) that the Lessee has failed or refused to appropriate, specifically with respect to the Lease, moneys sufficient to pay such Base Rentals and reasonably estimated Additional Rentals for the next succeeding Renewal Term and stating what actions the Lessee and its officials propose to take with respect to the Lease, the Leased Property and any budgetary procedures for any Rentals that may thereafter accrue. The option hereby granted may not be exercised at any time during which an Event of Default or an Event of Nonappropriation (except as otherwise provided in Section 4.09 hereof) has occurred and is then continuing under any of the terms of this Lease; *provided, however*, that if the Event of Default complained of (money payments excepted) is of such nature that the same is curable but not within the period allowed for curing such Event of Default, then the right of the Lessee to exercise the option hereby granted shall not be suspended if the Lessee shall have promptly commenced within such period to comply with the provisions hereof which shall have been breached by it and if and so long as the Lessee shall, with diligence and continuity, proceed to cure such Event of Default within a period not exceeding ninety (90) days from the date on which the event occurred that gave rise to such Event of Default.

In the event the Lessee is precluded as amended, from adopting a final budget on or prior to June 15 of any year, the Trustee may waive an Event of Non-Appropriation occurring as a result of the failure to so adopt a final budget, provided that the Trustee receives assurances satisfactory to the Trustee that the final budget will be adopted on the earliest date allowable under applicable law and will include the appropriation to pay Rentals described in the preceding paragraph, and provided further that any Rentals which become due and payable pursuant to the terms of this Lease prior to the adoption of such final budget shall be paid by the Lessee in accordance with the tentative budget adopted by the governing body of the Lessee, as authorized pursuant to Section 59-2-923, Utah Code Annotated 1953, as amended.

Section 3.02. Expiration or Termination of the Term of the Lease. The term of the Lease will expire or terminate, as appropriate, as to the Lessee's right of possession of the Leased Property as described in Section 3.03 hereof upon the first to occur of any of the following events: (a) the expiration of the Initial Term or any Renewal Term during which there occurs an Event of Nonappropriation (which is not thereafter waived by the Trustee as herein provided); (b) on the Optional Purchase Date next succeeding the deposit of the purchase price by the Lessee for the Leased Property pursuant to Section 14.01 hereof and the first date upon which the Bonds are no longer outstanding; (c) an Event of Default and a termination of the term of the Lease as to the possessory interest of the Lessee by the Trustee as herein provided; (d) discharge of the Indenture as therein provided; or (e) _____ 2, 20__, which date constitutes the day following the last Bond Principal Payment Date of the final Renewal Term of the Lease, or such later date as all Rentals required hereunder and the Bonds shall be paid; *provided, however*, that nothing herein shall be construed to extend the term of the Lease beyond the estimated useful life of the Leased Property as certified pursuant to Section 17D-2-302 of the Act prior to the issuance of the Series 2023 Bonds and as set forth in Section 12.01(p) hereof.

Section 3.03. Effect on the Lessee of Expiration or Termination of the Term of the Lease. The expiration or termination of the term of the Lease as to the Lessee's right of possession and use of the Leased Property pursuant to Section 3.02 hereof shall terminate all obligations of the Lessee hereunder (except to the extent that the Lessee incurred any obligation to pay Rentals from moneys theretofore appropriated and available for such purpose) and shall terminate the Lessee's rights of use, occupancy and operation of the Leased Property (except to the extent of any conveyance of the Leased Property to the Lessee pursuant to Article XIV hereof); *provided, however*, that all other terms of this Lease and the Indenture, including all obligations of the Trustee with respect to the owners of the Bonds and the receipt and disbursement of funds, shall be continuing until the lien of the Indenture is discharged or foreclosed, as provided in the Indenture, except that all obligations of the Lessee to pay any amounts to the Bondowners and the Trustee hereunder shall thereafter be satisfied only as provided in the Indenture. The termination or expiration of the term of the Lease as to the Lessee's right of possession and use pursuant to Section 3.02 hereof, of itself, shall not discharge the lien of the Indenture.

ARTICLE IV

RENTALS PAYABLE

Section 4.01. Rentals Payable. The Lessee shall pay the Base Rentals and the Additional Rentals (but shall not be entitled to prepay or cause to be prepaid any such Base Rentals or Additional Rentals, except as otherwise expressly provided in Sections 4.01(c), 4.01(d), 10.01(c) and 14.01 hereof, in which event such moneys shall be applied to the redemption of the Series 2023 Bonds in accordance with Sections 602(b), 602(a)(i), 602(a)(ii), and 603, respectively, of the Indenture) in the amounts, at the times and in the manner set forth herein (provided that the Lessee's liability to pay any Rental hereunder shall only come from and after the Base Rental Payment Commencement Date, except as hereinafter provided with respect to the use of proceeds of the Bonds and to voluntary payments by the Lessee), said amounts constituting in the aggregate the total of the annual Rentals payable under this Lease, as follows:

(a) *Base Rentals.* The Lessee agrees, subject to the availability of appropriations of funds to it therefor and other moneys legally available for the purpose and subject to the limitations of Section 4.04 hereof, to pay to the Trustee for the account of the Lessor as provided in Section 4.06 hereof in arrears during each Renewal Term (i) base rental representing a principal component payable in the respective annual installments and on the respective _____ 15 of each year as indicated in the Schedule of Base Rental Payments under the column entitled “*Principal Component*” attached hereto as *Schedule I* commencing after the Base Rental Payment Commencement Date and (ii) base rental representing an interest component payable in the respective installments and on the respective _____ 15 and _____ 15 of each year, commencing _____ 15, 2023, as indicated in the Schedule of Base Rental Payments under the column entitled “*Interest Component*” attached hereto as *Schedule I*; provided that the Lessee agrees to pay Base Rentals representing the portion of such interest component accruing (i) prior to the Completion Date (which the Lessee expects to occur prior to the Base Rental Payment Commencement Date for the Project) from (A) the Capitalized Interest Fund, if any money have been deposited therein, or the Insurance Fund or (B) subject to appropriations, voluntary Base Rentals paid by the Lessee (in order to reduce the Principal Component payments over the long-term) in an amount sufficient to pay interest on the Series 2023 Bonds to accrue from the date of initial delivery of the Series 2023 Bonds to the original purchasers thereof to such Base Rental Payment Commencement Date; *provided, however*, that the amount of the Base Rentals representing the Interest Component to be paid by the Lessee on each _____ 15 and _____ 15 hereunder shall be abated or increased, if necessary, so that the Interest Component of the Base Rentals is equal to the interest on the Bonds required to be paid by the Lessor under the Indenture on the immediately succeeding _____ 15 or _____ 15, as applicable. On or before _____ 1 and _____ 1 of each year during the term of this Lease, the Trustee shall, in accordance with Section 1013(e) of the Indenture, submit to the Lessee a statement specifying the amount of interest on the Bonds required to be paid by the Issuer on the immediately succeeding _____ 15 or _____ 15, as applicable.

The Lessee understands that the Base Rental Payment Schedule attached hereto as *Schedule I* may be revised from time to time based on the redemption of Bonds or the issuance of any Additional Bonds allowed under Section 213 of the Indenture. [The Lessee acknowledges that it has asked the Lessor for the option to pay voluntary Base Rentals prior to the Base Rental Payment Commencement Date in order to decrease the overall cost of the Project financed with the Series 2023 Bonds.]

(b) *Additional Rentals.* In addition to the Base Rentals hereinabove set forth, and as part of the total Rentals during each Renewal Term during the term of the Lease, the Lessee shall pay on a timely basis, but only from legally available funds appropriated for such purposes or otherwise legally available therefor (provided that the Lessee shall not be obligated to seek out such additional sources), to the parties entitled thereto an amount or amounts (the “*Additional Rentals*”) for the Renewal Term to which the following items apply or relate, equivalent to the sum of the following:

(i) the annual fee of the Trustee for the ordinary services of the Trustee rendered and its ordinary expenses incurred under the Indenture and any Tax Certificate;

(ii) the reasonable fees and charges of the Trustee, any paying agent and any registrar appointed under the Indenture with respect to the Bonds for acting as trustee, paying agent and registrar as provided in the Indenture, including, but not limited to, those payable pursuant to Section 1004 of the Indenture, and any amount payable as indemnification pursuant to the last paragraph of Section 1004 of the Indenture;

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

(iv) the reasonable fees and out-of-pocket expenses of the Lessor relating to the Leased Property not otherwise required to be paid by the Lessee under the terms of this Lease, including, but not limited to, all costs of legal, accounting and auditing services;

(v) the costs of maintenance, operation and repair with respect to the Leased Property and utility charges as required under Article VI hereof and any costs to repair, rebuild or replace the Leased Property as required in Section 10.01 hereof;

(vi) the costs of casualty, public liability, property damage and workers' compensation insurance as required under Article VII hereof and the costs related to any self-insurance carried or required to be carried by the Lessee as provided in Section 7.01(c) hereof;

(vii) the costs of taxes and governmental charges and assessments as required under Article VIII hereof;

(viii) an amount equal to any franchise, succession, capital levy or transfer tax, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy (however denominated), if any shall ever become due, levied, assessed or imposed by the State of Utah or any political subdivision thereof upon the Base Rentals payable hereunder or the Option Price (if paid) or upon the Leased Property or any of the Revenues;

(ix) any amount of interest required to be paid on any of the foregoing items as a result of the Lessee's failure to pay any such items when due, as required by Section 4.06 hereof, or any amount of interest required to be paid pursuant to Section 4.10 hereof; and

(x) any additional payment required to be made pursuant to any Tax Certificate to maintain the excludability from gross income for federal income tax purposes of interest on any Bonds, together with an amount equal to all costs and expenses incurred by the Lessor to calculate the amount of any required payment, or to otherwise comply with the provisions of any Tax Certificate.

Prior to April 1 of each year during the term of the Lease, the Trustee will, in accordance with Section 1013(c) of the Indenture, provide a statement to the Lessee of the amount of the estimated Additional Rentals that are expected to become due pursuant to Sections 4.01(b)(i), (ii) and (ix) herein during the next succeeding Renewal Term if the governing body of the Lessee elects to extend the term of the Lease for such Renewal Term as provided herein. The Lessor and the Lessee hereby agree to cooperate with the Trustee in providing such information as is reasonably requested by the Trustee in connection with the preparation of such statements pursuant to Section 1013(c) of the Indenture.

(c) *Prepayment of Base Rentals and Partial Redemption of the Bonds from Excess Acquisition Fund Moneys.* The Lessee hereby agrees to prepay the Base Rentals hereunder, and thereby cause the redemption of Bonds in part pursuant to Section 602 of the Indenture, from amounts transferred into the Redemption Fund pursuant to Section 409 of the Indenture, subject to the terms and provisions of said Section 409.

(d) *Prepayment of Base Rentals and Partial Redemption of Series 2023 Bonds.* There is hereby expressly reserved to the Lessee the right, and the Lessee is hereby authorized, to prepay Base Rentals in addition to the Base Rentals otherwise payable hereunder solely for the purpose of redeeming the Series 2023 Bonds pursuant to Section 602(a)(ii) of the Indenture. Such additional Base Rentals shall be deposited into the Redemption Fund and applied to the redemption of the Series 2023 Bonds in part in the manner and to the extent provided in Section 602(a)(ii), as applicable, of the Indenture.

(e) *Notice of Nonpayment of Base Rentals.* The Trustee has agreed in Section 406(a) of the Indenture to notify the Lessee as soon as practicable, but in no event later than five (5) days after the applicable Base Rental Payment Date, in the event any Base Rentals or portion thereof are not paid when due on the applicable Base Rental Payment Date.

Section 4.02. Consideration. The payments of Base Rentals and Additional Rentals hereunder for each Renewal Term during the term of the Lease shall constitute the total Rentals which are payable for said Renewal Term and shall be paid by the Lessee for and in consideration of the right of use, occupancy and operation of the Leased Property and the continued quiet use and enjoyment of the Leased Property for and during said Renewal Term. The parties hereto have agreed and determined that such total Rentals represent the fair rental value of the Leased Property. In making such determination, consideration has been given to the costs of financing the Acquisition of the Project, the uses and purposes which will be served by the Leased Property and the benefits therefrom which will accrue to the parties to the Lease and the general public by reason of the Leased Property. Base Rentals due on any _____ 15 will be in consideration of the right of use, occupancy and operation of the Leased Property by the Lessee from the immediately

preceding January 1 through the immediately succeeding June 30, and Base Rentals due on any _____ 15 will be in consideration of the right of use, occupancy and operation of the Leased Property by the Lessee from the immediately preceding July 1 through the immediately succeeding December 31.

Section 4.03. Covenant to Request Appropriations. (a) During the term of the Lease, the Lessee covenants and agrees (i) to include in its annual tentative budget prepared by the appropriate officials acting on behalf of the Lessee in accordance with applicable law an item for expenditure of an amount necessary (after taking into account any moneys then legally available for such purpose which are then on deposit in the Bond Fund to pay the Base Rentals and reasonably estimated Additional Rentals (calculated as provided in Section 4.01(b) hereof) for the Leased Property during the next succeeding Renewal Term, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure that the final budget submitted to the Lessee for its consideration seeks an appropriation of moneys sufficient to pay such Base Rentals and Additional Rentals for each such Renewal Term. The first such inclusion in the Lessee's annual tentative budget shall be made under applicable law with respect to the tentative budget applicable to the Fiscal Year in which the Lessee expects either (A) the Base Rental Payment Commencement Date to occur so that the Base Rentals payable on such Base Rental Payment Commencement Date and during the Renewal Term in which such Date occurs and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose or (B) to make a voluntary payment of Base Rentals so that the Base Rentals payable on during the Initial Term or the Renewal Term, as applicable, and the reasonably estimated Additional Rentals payable during such Renewal Term will have been appropriated for such purpose, and subsequent inclusions in each respective tentative budget for appropriations by the Lessee shall be made in each Fiscal Year thereafter so that the Base Rentals to be paid during the Renewal Term during such Fiscal Year and Additional Rentals payable during such Renewal Term will be available for such purposes as long as the Lessee determines to approve such amount in the final budget as adopted.

(b) To effect the covenants set forth in Section 4.03(a) hereof, the Lessee hereby directs the Superintendent of the Lessee, the Business Administrator or any other officer at the time charged with the responsibility of formulating budget proposals, to include in the tentative budget prepared annually by such budget officer or other officer and submitted to the governing body of the Lessee, in any year in which the Lease is in effect, items for all payments required for the ensuing Renewal Term under the Lease. It is hereby expressed as the intention of the Lessee that the decision to renew or not to renew the term of the Lease is to be made solely by the Lessee at the time it considers for adoption the final budget for each of its Fiscal Years and corresponding Renewal Terms under the Lease, and not by any official of the Lessee, acting in his or her individual capacity as such. In this connection, the Lessee hereby covenants and agrees that such budget officer or other officer shall not amend, modify or otherwise change the appropriations made in any finally adopted budget for the payment of any Rentals without the express prior approval of the governing body of the Lessee.

Section 4.04. Limitations on Liability. (a) Nothing herein shall be construed to require the Lessee to appropriate any money to pay any Rentals or the Option Price hereunder. If the Lessee fails to pay any portion of the Rentals which are due hereunder or an Event of Default hereunder

or an Event of Nonappropriation occurs, the Lessee shall immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such Renewal Term, in the case of an Event of Nonappropriation) quit and vacate the Leased Property (subject to the Facilities Lease) in accordance with the schedule therefor provided by the Lessee to the Trustee in accordance with Section 4.09(b) hereof, and its obligation to pay any Rentals (except for Rentals theretofore appropriated and then available for such purpose) shall thereupon cease, it being understood between the parties that neither the State of Utah nor any political subdivision thereof, except the Lessee as provided herein, is obligated to pay any Rentals due to the Lessor or the Option Price hereunder. Should the Lessee fail to pay any portion of the required Rentals and then fail immediately to quit and vacate the Leased Property to the extent required, the Trustee in accordance with the Indenture may immediately bring legal action to evict the Lessee from the Pledged Portion (but not for money damages except as hereinafter and in the Indenture provided) and commence proceedings to foreclose the lien of the Indenture pursuant to the Indenture. The Lessee hereby agrees to pay as damages for its failure immediately to quit and vacate the Leased Property upon termination of the Initial Term or the then current Renewal Term, as the case may be, of the Lease in violation of the terms hereof and Section 17D-2-405 of the Act an amount equal to the Base Rentals otherwise payable during such period prorated on a daily basis and any reasonable Additional Rentals attributable to such period on the basis of the services provided. No judgment may be entered against the State of Utah or any political subdivision of the State of Utah for failure to pay any Rentals or the Option Price hereunder, except to the extent that the Lessee has theretofore incurred liability to pay any such Rentals through its actual use, occupancy and operation of the Leased Property, or through its exercise of an option that renews the Lease for an additional Renewal Term for which moneys have been appropriated, or is otherwise obligated to pay such Rentals pursuant to Section 10.01(a) hereof.

(b) The Rentals constitute current expenses of the Lessee, and the Lessee's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the Lessee in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the State of Utah or any political subdivision of the State of Utah within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery and performance of the Lease nor the issuance of the Bonds directly or indirectly obligates the Lessee to make any payments hereunder beyond those appropriated for the Lessee's then current Fiscal Year; *provided, however*, that nothing herein shall be construed to limit the rights of the Bondowners or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture.

(c) No obligation assumed by or imposed upon the Lessor hereunder shall require the performance of any act by the Lessor except to the extent, if any, that the cost and expense of such performance may be provided for from the proceeds of sale of the Bonds or paid by the Lessee hereunder as Additional Rental. Failure of the Lessor to perform any such act shall not entitle the Lessee to terminate the Lease.

Section 4.05. Base Rentals Assigned; Unconditional Obligation. It is understood and agreed that all Base Rentals payable under Section 4.01(a) hereof and all Additional Rentals payable under Section 4.01(b)(ix) hereof by the Lessee are assigned to the Trustee pursuant to the

Indenture. The Lessee assents to such assignment. The Lessee hereby agrees that its obligation to pay the Base Rentals and Additional Rentals from legally available funds appropriated for such purpose (a) shall be absolute and unconditional, (b) except as expressly herein provided, shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Lessor of any obligation to the Lessee, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Lessee by the Lessor and (c) shall not terminate or abate as a result of destruction of or damage to the Leased Property, condemnation of all or part of the Leased Property, defective title in or to any part of the Leased Property or failure of consideration. Notwithstanding any dispute between the Lessee and the Lessor hereunder, the Lessee shall pay all Base Rentals when due and shall not withhold payment of any Base Rentals pending the final resolution of such dispute. In the event of a determination that the Lessee was not liable for payment of such Base Rentals or any portion thereof, said payments or excess of payments, as the case may be, shall be credited against subsequent payments of Base Rentals due hereunder or, at the direction of the Lessee, delivered to the Lessee.

Section 4.06. Payment. Each Base Rental payment shall be paid in lawful money of the United States of America, in funds which shall be immediately available on the Base Rental Payment Date on which they are due. Each Base Rental payment shall be paid at the Principal Corporate Trust Office of the Trustee, or at such other place or places as may be set forth in the Indenture. Each Additional Rental payment shall be paid in lawful money of the United States of America at the appropriate office as designated by the respective payees entitled to receive such Additional Rental. Each Base Rental payment and each Additional Rental payment which is not paid when due shall bear interest at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law from the date on which the Base Rental payment or Additional Rental payment, as the case may be, becomes due until the same is paid.

Section 4.07. Credit on Base Rentals. (a) There shall be credited against Base Rentals (i) any amount held in the Bond Fund on each Base Rental Payment Date next preceding each respective Bond Interest Payment Date, including the portion of the proceeds of sale of the Bonds which is deposited in the Bond Fund as accrued interest and in the Capitalized Interest Fund as capitalized interest and earnings derived from the investment of funds held in the Bond Fund and the Capitalized Interest Fund available for such purpose; (ii) on the Base Rental Payment Date next preceding the Bond Principal Payment Date on which the final maturity of principal of the Bonds is to be paid, any amount to be transferred into the Bond Fund in accordance with Section 413(b) of the Indenture; and (iii) any amount to be so credited as provided in Section 4.05 hereof.

(b) If at any time the aggregate moneys available under the Indenture for payment of the principal of, and premium, if any, and interest on, the Bonds and all other expenses to be paid by the Lessee as Additional Rentals under the Indenture shall be sufficient to pay in accordance with the provisions of the Indenture all of the Bonds at the time outstanding and to pay all such expenses (including the fees and charges of the Trustee and any paying agent and registrar and the expenses of the Lessor due or to become due through the date on which the last of the Bonds is to be paid or redeemed), and to pay any other monetary obligations of the Lessee hereunder, and if the Lessee is not at the time otherwise in default on any obligation hereunder, the Lessee shall be entitled to use, occupy and operate the Leased Property from the date on which such aggregate moneys are deposited with the Trustee during the remainder of the term of this Lease without further payment

of any Rentals during that interval (but otherwise on the terms and conditions hereof), and any moneys in the funds and accounts created by the Indenture which are in excess of the amounts required to pay the Bonds in accordance with the provisions of the Indenture and to pay all costs, fees, charges and expenses shall be refunded to the Lessee upon payment (or provision for payment) in full of the Bonds as provided in the Indenture, except as otherwise required by the Indenture or any Tax Certificate. If Bonds are to be paid prior to maturity, this Section 4.07(b) is subject to the condition that said Bonds shall have been properly called for redemption under the Indenture and the required notice of redemption shall have been given or provision for the giving of such notice shall have been made to the satisfaction of the Trustee, and the necessary moneys or Government Obligations (as such term is defined in Article VII of the Indenture) properly deposited, all as required by the Indenture.

Section 4.08. Application of Base Rentals and Option Price. All Base Rentals and, if paid by the Lessee, the Option Price shall be paid to the Trustee for application in accordance with the Indenture.

Section 4.09. Nonappropriation. (a) In the event that sufficient funds (i) are not appropriated by the Lessee prior to the beginning of any Renewal Term for the payment of the Base Rentals on the Base Rental Payment Dates and reasonably estimated Additional Rentals (determined as provided in Section 1013(d) of the Indenture) payable during such Renewal Term, or (ii) are otherwise not legally available for such purpose (other than amounts on deposit in the funds held under the Indenture), then an Event of Nonappropriation shall be deemed to have occurred; *provided, however*, that (x) the Trustee shall declare an Event of Nonappropriation on any earlier date on which the Trustee receives an Officer's Certificate from an Authorized Lessee Representative to the effect that the Lessee has determined by official action not to renew the term of the Lease for the next succeeding Renewal Term and (y) absent receipt of such Officer's Certificate and if an Event of Nonappropriation has otherwise occurred as provided above in this Section 4.09, the Trustee shall give written notice to the Lessee of any Event of Nonappropriation on or before July 10 next succeeding the expiration of the term of the Lease or such later date as the Trustee determines to be in the best interest of the Bondowners, but any failure of the Trustee to give such written notice to the Lessee will not prevent the Trustee from declaring an Event of Nonappropriation or from taking any remedial action that would otherwise be available to the Trustee hereunder or under the Indenture. An Event of Nonappropriation shall also be deemed to have occurred (subject to waiver by the Trustee as hereinafter described) if, during the Initial Term or any Renewal Term, any Additional Rentals shall become due which were not included in the Lessee's final budget adopted by the Lessee, or which exceed the amount included in such budget, and funds are not legally available (including funds legally available for such purpose under the Indenture) to the Lessee to pay such Additional Rentals by the earlier of June 30 of the then current Renewal Term or ninety (90) days after the date on which such Additional Rentals are due. The Trustee may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time if, in the Trustee's judgment, such waiver is in the best interests of the owners of the Bonds; *provided, however*, that after June 30 of each year during the term of the Lease the Trustee shall not waive any Event of Nonappropriation which results from sufficient funds not being appropriated by the Lessee for the payment of the Base Rentals that would be payable during the next succeeding Renewal Term unless the Trustee has reason to believe that appropriate officials of the Lessee are diligently pursuing appropriations by the Lessee to pay such Base

Rentals on a timely basis and that a delay in declaring an Event of Nonappropriation, under the circumstances, is in the best interests of the owners of the Bonds. If an Event of Nonappropriation shall occur, the Lessee shall not be obligated to make payment of the Base Rentals or Additional Rentals provided for herein beyond the last day of the Renewal Term during which such Event of Nonappropriation occurs, except for the Lessee's obligation to pay Rentals which are payable prior to the termination of the Lease; *provided, however*, that the Lessee shall continue to be liable for the amounts payable pursuant to Section 4.04(a) hereof during such time when the Lessee continues to use, occupy and operate the Leased Property. The Trustee shall, upon the occurrence of an Event of Nonappropriation, have all rights and remedies to take possession of the Leased Property as trustee for the benefit of the owners of the Bonds and shall be further entitled to all moneys then on hand in all funds and accounts created under the Indenture. All property, funds and rights acquired by the Trustee upon the termination of this Lease as to the Lessee's possessory interests hereunder by reason of an Event of Nonappropriation as provided herein shall be held by the Trustee under the Indenture for the benefit of the owners of the Bonds as set forth in the Indenture until the principal of, and premium (if any) and interest on, the Bonds are paid in full and any excess (subject to the requirements of any Tax Certificate) shall thereafter be paid to the Lessee as provided in Section 4.11 of the Indenture.

(b) The parties hereto agree that, upon the occurrence of an Event of Nonappropriation (which is not waived) or an Event of Default (which is not waived), the Lessee shall have all responsibility for vacating the Leased Property (subject to the Facilities Lease) and shall vacate the Leased Property immediately following such occurrence. Within ten (10) days after the occurrence of an Event of Nonappropriation or an Event of Default, the Lessee shall provide the Trustee with a timetable for vacating the Leased Property, which timetable shall provide that the Lessee complete vacating the Leased Property no later than June 30 of the then current Renewal Term.

Section 4.10. Advances by the Trustee. If the Lessee fails to pay any Additional Rentals required by this Lease, the Trustee may (but shall be under no obligation to) pay such Additional Rentals, which Additional Rentals, together with interest thereon at the lesser of the rate of ten percent (10%) per annum or the maximum rate permitted by law, are to be reimbursed to the Trustee by the Lessee upon demand therefor, subject to the availability of sufficient legally available funds for such purpose.

Section 4.11. Lease Not to Constitute "True" Lease. It is the intention of the parties hereto that this Lease not constitute a "true" lease for federal income tax purposes and, therefore, it is the intention of the parties hereto that the Lessee be considered the owner of the Leased Property for federal income tax purposes, but not for Utah law purposes relating to title and other matters as herein provided.

ARTICLE V

ACQUISITION AND FINANCING OF THE 2023 FACILITIES

Section 5.01. Acquisition of the Project. (a) The Lessor shall Acquire or cause to be Acquired the 2023 Facilities, all in accordance with the applicable Project Documents. For this

purpose, the Lessor has entered into (i) the Ground Lease and the Facilities Lease with the Lessee, and (ii) the Agency Agreement with the Lessee, as the Lessor's agent. A Project Contract or Project Contracts for the Project either has been or shall be awarded to a contractor or contractors licensed under the laws of the State of Utah, and such Project Contract or Project Contracts shall be awarded after such public bidding and following such procedures as the Lessee (in its capacity as the Lessor's agent pursuant to the Agency Agreement) has determined to be in the best interests of the Lessee for completing the Project on a timely and cost effective basis; *provided, however*, that nothing herein shall be construed to impose a public bidding requirement on letting any such Project Contract or Contracts in reliance on Section 17D-2-108(2) of the Act. The Lessor or its agent for this purpose shall require the contractor or contractors who are or have been awarded the Project Contract or Contracts to provide a faithful performance bond and a labor and material payment bond satisfactory to the Lessor or such agent conditioned upon final completion of the Project as expeditiously as reasonably possible from the date of execution of this Lease and also conditioned upon delivery of possession of the Leased Property to the Lessee free and clear of all liens and encumbrances, except taxes, liens and encumbrances on the Lessor's interest in the Leased Property, and easements and restrictions in the record title accepted by the Lessee. Any proceeds from any such bond shall be transferred to the Trustee for deposit as provided in Section 5.05(f) hereof. Such bonds shall be made payable to the Trustee, shall be executed by a corporate surety licensed to transact business in the State of Utah and acceptable to the Lessee, and shall be in an amount equal to the contract price for such contractor's or subcontractor's Project Contract. If, at any time during Acquisition of the Project, the surety on such bond or bonds shall be disqualified from doing business within the State of Utah, or shall otherwise become incapable (in the judgment of the Lessee) of performing its obligations under such bond, an alternate surety acceptable to the Lessee shall be selected. In the event of any change order in accordance with Section 5.04 hereof resulting in the performance of additional work in connection with the Project, the amounts of such bonds pertaining thereto shall be increased to include the cost of such additional work or materials or fixtures to be incorporated in the Leased Property. If any payments on a contract with a private contractor to do work on the Leased Property is retained or withheld, such payments shall be placed in an interest bearing account and the interest thereon shall accrue for the benefit of such contractor and subcontractors to be paid after the Project are completed and the Leased Property is accepted by the Lessee; *provided, however*, that neither the Lessor nor its agent for this purpose, the Lessee, shall have any responsibility to distribute the interest on such retainage to the subcontractors, it being solely the responsibility of the contractor to ensure that any interest accrued on such retainage is distributed by the contractor to the subcontractors on a pro rata basis. Any Project Contracts hereafter entered into by the Lessee with respect to the Project shall comply with the provisions of this Section 5.01(a), but notwithstanding anything herein to the contrary any Project Contracts heretofore entered into by the Lessee with respect to the Project shall not be required to be modified to comply with the provisions of this Section 5.01(a).

(b) In the event that the Acquisition of the 2023 Facilities is not completed, as evidenced by delivery of the Completion Certificate pursuant to Section 409 of the Indenture on or prior to _____, 202_, the Trustee shall, upon 30 days' written notice to the Lessee, be authorized, but not required, to complete the Acquisition of the Project from any moneys then remaining in the Acquisition Fund.

(c) If an Event of Nonappropriation or an Event of Default shall occur prior to the delivery of the Completion Certificate pursuant to Section 409 of the Indenture, the moneys remaining in the Construction Fund may be utilized by the Trustee to complete the Acquisition of the Project or, upon termination of the term of the Lease as to the possessory interest of the Lessee, may be disbursed as provided in the Indenture.

(d) The Lessee hereby covenants, to the extent permitted by applicable law, to use other legally available funds and to seek additional legally available funds to the extent necessary to complete the Acquisition of the Project as herein required, or to make certain design changes in the Project (so long as such changes do not cause the Leased Property to be used for purposes other than lawful governmental purposes of the Lessee) to the extent necessary to complete the Acquisition of the Project with moneys then available for such purposes in the Acquisition Fund.

(e) The Lessee shall make all Project Contracts and do all things necessary for the Acquisition of the Project and shall use its best efforts to cause the Acquisition of the Project to be completed by _____, 202_, subject to Section 408(d) of the Indenture; but if for any reason the Acquisition of the Project is not completed by said date, there shall be no resulting liability on the part of the Lessee and no diminution in the Rentals provided by Section 4.01 hereof to be paid by the Lessee.

(f) The Lessee hereby agrees that in order to effectuate the purposes of this Lease it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper, all for completing the Acquisition of the Project as herein provided.

Section 5.02. Compliance with State Disability Code. Within the meaning of Title 26, Chapter 29, Utah Code Annotated 1953, as amended, the 2023 Facilities will be Acquired in compliance with the current edition of planning and design criteria promulgated by the State Building Board so as to be accessible to, and functional for, the aged and persons with a physical disability.

Section 5.03. Reimbursements to Lessee. The Lessee may be reimbursed from the Acquisition Fund for Costs of Acquisition incurred or payments made by advances or otherwise by the Lessee, but only by complying with the disbursement procedures set forth in the Indenture.

Section 5.04. Change Orders. Changes in the work on the 2023 Facilities during Acquisition may be ordered in accordance with a procedure to be established by the Lessee in its capacity as agent pursuant to the Agency Agreement; *provided, however*, that unless sufficient additional funds are deposited by the Lessee into a designated account in the Acquisition Fund (a) the cost of the 2023 Facilities shall not exceed that which is established at the time when the Series 2023 Bonds are initially issued by the Issuer, and (b) the cost of change orders shall not exceed the amount then available therefor in the Acquisition Fund; *provided* that the Acquisition of the 2023 Facilities is then on budget with the amount initially determined as needed to complete the Acquisition of the 2023 Facilities; and *provided further, however*, that no such change in the work may be ordered unless the Lessee shall have first delivered to the Trustee a certificate signed by an independent engineer stating that such change will not result in delaying the expected date of

delivery of the Completion Certificate relating to the Project for which the change in work is sought. The Lessee shall take no action which extends the period of Acquisition beyond the period for which capitalized interest has been funded as provided in the Indenture unless (i) sufficient additional legally available funds are deposited into the Capitalized Interest Fund or (ii) the Lessee voluntarily agrees to make payments of Base Rentals during such time. Any moneys remaining in the Acquisition Fund after completion of the Acquisition of the Project shall be applied by the Trustee as provided in Section 409 of the Indenture.

Section 5.05. Required Provisions of Project Contracts; Right to Inspect Project Documents. (a) Each Project Contract executed in connection with the Acquisition of the Project must provide that, upon an Event of Nonappropriation or an Event of Default, or upon the termination of the authority of the Lessee to complete the Acquisition of the Project pursuant to the Lease or the Agency Agreement, the Project Contract will be fully and freely assignable to the Trustee without the consent of any other person; and that, if the Project Contract is assumed by the Trustee, the Contractor will perform the agreements contained in the Project Contract for the benefit of the Trustee. Each Project Contract must also provide that, upon an Event of Nonappropriation, an Event of Default or damage to, or destruction or condemnation of, the Leased Property as described in Section 10.01 hereof, the Trustee may terminate such Project Contract, and the contractor shall then be entitled to payment only from amounts available therefor in the Acquisition Fund and only for work done prior to such termination. The Lessee agrees that upon the occurrence of an Event of Nonappropriation or an Event of Default, or otherwise upon the termination of the authority of the Lessee to complete the Acquisition of the Project pursuant to the Lease or the Agency Agreement, and upon receipt of a written request from the Trustee, it will assign to the Trustee all of its right, title and interest in and to all Project Contracts and other Project Documents.

(b) The Lessee shall have and keep on file and available for inspection by the Lessor and the Trustee copies of the Project Documents (except Project Documents which are in the possession of the Trustee), throughout the term of the Lease, or as soon after the commencement of the term of the Lease as such Project Documents shall become available to the Lessee. Neither the Project Documents nor any changes or amendments thereto shall (i) cause the Leased Property to be used for any purpose prohibited by the Lease or by the Constitution and laws of the State of Utah, including but not limited to the Act; (ii) result in a material reduction in the fair rental value of the Leased Property as contemplated by Section 4.02 hereof; or (iii) adversely affect the legal or financial ability of the Lessee to meet its obligations hereunder.

(c) Each Contractor entering into a Project Contract shall procure and maintain standard form comprehensive general public liability and property damage insurance, at its own cost and expense, during the duration of such Contractor's Project Contract, in the amount of not less than \$1,000,000 combined single limit per occurrence.

(d) Unless the Lessee shall otherwise agree in a Project Contract to carry the builder's risk insurance hereinafter described, each general contractor retained in connection with the Acquisition of the Project shall procure and maintain, at its own cost and expense, during the term of its Project Contract and until the Leased Property is accepted and insured by the Lessee, standard, all risk of loss builder's risk completed value insurance upon the Leased Property

Acquired or to be Acquired, in whole or in part, by such contractor or its subcontractors. The policy shall not provide any deductible amounts. Such insurance coverage shall in the aggregate be in an amount at least equal to the original principal amount of the Series 2023 Bonds. In the event of any change order resulting in the performance of additional work in connection with the Acquisition of the Project, the amount of such insurance shall be increased to include the cost of such additional work.

(e) Each Contractor and subcontractor for the Project shall procure and maintain workers' compensation insurance as required by applicable law.

(f) The Net Proceeds of any performance or payment bond or builders' risk insurance policy required hereunder is to be paid into an appropriately designated account in the Acquisition Fund if received before the Completion Date, or if received thereafter shall be paid into the Insurance Fund to be applied as provided in Section 415 of the Indenture to the prompt repair or restoration of the Leased Property or for deposit into the Bond Fund as determined in accordance with Section 10.01 hereof.

(g) Each Project Contract shall contain provisions regarding liquidated damages and construction retainage acceptable to the Lessee. The Net Proceeds from any such liquidated damages provision shall be deposited into the Bond Fund.

(h) Any Project Contracts hereafter entered into by the Lessee with respect to the Project shall comply with the provisions of this Section 5.05, but notwithstanding anything herein to the contrary any Project Contracts heretofore entered into by the Lessee with respect to the Project shall not be required to be modified to comply with the provisions of this Section 5.05; *provided, however*, that any insurance policy obtained or renewed by the Lessor or by any Contractor entering into a Project Contract with the Lessor, subsequent to the date hereof, shall comply with the provisions of this Section 5.05.

Section 5.06. Remedies Against Contractors. The Lessee shall proceed promptly, either separately or in conjunction with others, to pursue diligently its remedies against any Contractor or subcontractor which is in default under any of the Project Contracts and/or against each surety on any bond securing the performance of such Project Contract. The Net Proceeds recovered by way of the foregoing, after reimbursement to the Lessee for any unreimbursed expenditure of the Lessee for correcting or remedying such default, will be paid into an appropriately designated account in the Acquisition Fund if received before the Completion Date or, if received thereafter, into the Insurance Fund to be applied as provided in Section 415 of the Indenture.

Section 5.07. Financing the Acquisition of the Project. (a) For the purpose of paying the Costs of Acquisition with respect to the Project and paying the Costs of Issuance, the Lessor shall cause the Series 2023 Bonds to be issued pursuant to the Indenture and shall cause the proceeds from the sale thereof to be deposited with the Trustee as follows and applied as provided in the Indenture:

- (i) into the Costs of Issuance Fund, an amount equal to \$_____; and

(ii) into the Acquisition Fund, the balance of the proceeds to be received from the sale of the Series 2023 Bonds.

(b) The Issuer may from time to time authorize the issuance of Additional Bonds in any amount upon the terms and conditions provided in Section 213 of the Indenture. Additional Bonds shall be issued to provide funds to pay one or more of the following: (i) the costs of completing Acquisition of the Project; (ii) the costs of making such additions, improvements, extensions, alterations, relocations, enlargements, expansions, modifications or changes (hereinafter in this paragraph collectively called the “*improvements*”) in, on or to the Leased Property as the Lessee may deem necessary or desirable and as will not impair the excludability from gross income for federal income tax purposes of interest on the Bonds or reduce the fair rental value of the Leased Property and including any repairing, restoring, modifying, improving or replacing pursuant to Section 10.01 hereof to the extent that such costs exceed the insurance or condemnation proceeds out of which such costs are to be paid pursuant to Section 10.01 hereof; (iii) the costs of acquiring, constructing, improving or extending any additional sites, buildings and equipment, or any combination thereof, for the use and benefit of the Lessee, 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 Act, (II) the inclusion of such additional project herein will not, in the opinion of Bond Counsel, adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds and (III) this Lease is amended as herein provided to include such sites, buildings and equipment as Leased Property hereunder; (iv) to refund a Series of Bonds; (v) the costs of the issuance and sale of the Additional Bonds; (vi) interest during the estimated period of acquisition and construction and for a period of up to twelve (12) months thereafter and (vii) any combination of such purposes. Any such improvements shall become a part of the Leased Property and shall be included under this Lease to the same extent as if originally included hereunder.

(c) If the Lessee is not in default hereunder, the Lessor (in its capacity as Issuer under the Indenture) will, on request of the Lessee, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Lessee, subject to the provisions of Section 213 of the Indenture; *provided* that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Lessee prior to the issuance thereof; and *provided further* that the Lessee and the Lessor shall have entered into an amendment to this Lease to provide for additional Base Rental in an amount at least sufficient to pay principal of and interest on the Additional Bonds when due and the Issuer shall have otherwise complied with the provisions of Section 213 of the Indenture with respect to the issuance of such Additional Bonds.

Section 5.08. Disbursements from the Acquisition Fund; Establishment of Completion Date. (a) The Lessor has, in the Indenture, authorized and directed the Trustee to make payments from the Acquisition Fund to pay the Costs of Acquisition or to reimburse the Lessee for any Costs of Acquisition paid by the Lessee; *provided, however*, that any such disbursement shall only be made after satisfaction of the conditions for any such disbursement as provided in the Indenture, including the delivery of written requisitions in accordance with Section 408(b) of the Indenture. The Lessee hereby agrees to deliver such written requisitions to the Trustee as may be necessary to effect disbursements from the Acquisition Fund in accordance herewith and with the Indenture.

(b) The Lessee hereby agrees to deliver to the Trustee upon acceptance of the Leased Property the Completion Certificate (together with the Certificates of Substantial Completion to be attached thereto) required by Section 409 of the Indenture. The Lessee shall be entitled to direct the Trustee as to the disposition of certain moneys remaining in the Acquisition Fund on the date of delivery of the Completion Certificate for the purposes as provided in Section 409 of the Indenture.

(c) In approving any written requisition delivered in accordance with Section 408(b) of the Indenture, the Trustee may rely as to the completeness and accuracy of all statements in any and all such written requisitions, and the Lessee hereby covenants and agrees to indemnify and save harmless the Trustee from any liability incurred in connection with any written requisition so approved, but only from moneys duly appropriated and legally available for such purpose.

Section 5.09. Investment of Bond Fund, Capitalized Interest Fund, Costs of Issuance Fund, Insurance Fund and Acquisition Fund. Any moneys held as a part of the Bond Fund, the Capitalized Interest Fund, the Costs of Issuance Fund, the Insurance Fund, the Redemption Fund, the Acquisition Fund or any other fund or account created pursuant to the Indenture shall be invested or reinvested by the Trustee from time to time, but only at the request of and as directed by an Authorized Lessee Representative or otherwise, in accordance with the provisions of Article V of the Indenture; *provided, however*, that no investment shall be made of any funds which would violate the covenant set forth in Section 5.10 hereof or any Tax Certificate.

Section 5.10. Special Arbitrage Certifications. The Lessor and the Lessee jointly and severally certify and covenant to each other and to and for the benefit of the purchasers and owners of the Bonds from time to time outstanding that so long as any of the Bonds remain outstanding, (a) moneys on deposit in any fund or account in connection with or relating to either the Lease or the Bonds, whether or not such moneys were derived from the proceeds of sale of the Bonds or from any other sources, including payments of Rentals which are payable under the Lease, will not be used in a manner which will cause either the Lease or the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148(a) of the Code and any regulations promulgated or proposed thereunder, including Sections 1.103-13, 1.103-14 and 1.103-15 of the Income Tax Regulations (26 CFR Part 1) as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised, and (b) the Lessor and the Lessee will execute, and comply with the covenants and conditions of, the Tax Certificate, except as may be otherwise permitted pursuant thereto or to the Indenture.

ARTICLE VI

MAINTENANCE AND OPERATION

Section 6.01. Maintenance and Operation. (a) The Lessee shall, at its own expense, maintain, manage and operate the Leased Property and all improvements thereon in good order, condition and repair, ordinary wear and tear excepted. The Lessee shall provide or cause to be provided all security service, custodial service, janitor service, power, gas, telephone, light, heating and water, and all other public utility services.

(b) In the event that it becomes necessary to make an allocation of the costs of services provided with respect to the Leased Property and the BoE Facilities on an aggregate basis (because the Lessee retains its leasehold interest in the BoE Facilities under the Facilities Lease, but vacates the Pledged Portion following an Event of Default or an Event of Non-appropriation), the costs of such services shall be allocated to the Pledged Portion based on the square footage of the Pledged Portion, calculated as a percentage of the total square footage of the High School Facilities.

(c) It is understood and agreed that in consideration of the payment by the Lessee of the Rentals herein provided for, the Lessor is only obligated to provide the Leased Property in the manner, at the times and to the extent herein provided, and neither the Lessor, the Trustee nor any owner of any Bond shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Leased Property during the term of the Lease. The Lessee shall keep the Leased Property and any and all improvements thereto free and clear of all liens, charges and encumbrances, except those caused or consented to by the Trustee and Permitted Encumbrances.

Section 6.02. Care of the Leased Property. (a) The Lessee shall take good care of the Leased Property, fixtures and appurtenances, and suffer no waste or injury thereto, ordinary wear and tear excepted. The Lessee shall pay for all damage to the Leased Property, its fixtures and appurtenances due to any act or omission or cause whatsoever.

(b) The Lessee shall not place a load upon any floor of the Leased Property exceeding the floor load per square foot area which such floor was designed to carry and which may be allowed by law.

(c) There shall be no allowance to the Lessee for a diminution in or abatement of Rentals and no liability on the part of the Lessor by reason of inconvenience, annoyance or injury to government operations arising or resulting from the Lessor, the Lessee or others making repairs, alterations, additions or improvements in or to any portion of the Leased Property, or in or to fixtures, appurtenances or equipment thereof, and no liability upon the Lessor or allowance for a diminution in or abatement of Rentals for failure of the Lessor or others to make any repairs, alterations, additions or improvements in or to any portion of the Leased Property, or in or to the fixtures, appurtenances or equipment thereof. The foregoing shall not be construed to mean that the Lessor has any such obligations.

(d) The Lessor shall not be liable for, and there shall be no diminution in or abatement of Rentals for, any loss or damage to the Leased Property caused by vermin, rain, snow, liquids and semi-liquids or from storms that may leak into or flow from any part of the Leased Property through any defects in its roof, walls, windows, ceilings, plumbing or from any other source, or caused by any latent defect in the Leased Property or its equipment.

(e) The Lessee's taking possession of the Leased Property or any portion thereof shall be conclusive evidence against the Lessee that the Leased Property or such portion thereof was in good order and satisfactory condition when the Lessee took possession thereof and that all work to be done on the 2023 Facilities or such portion thereof pursuant to the terms hereof, if any, has been completed to the Lessee's satisfaction; *provided, however*, that the Lessee's taking possession

as herein provided shall be without prejudice to any rights against third parties which exist at the date of taking such possession or which may subsequently come into being. No promise of the Lessor to alter, remove, improve or clean the Leased Property and no representation respecting the condition of the Leased Property have been made by the Lessor to the Lessee.

Section 6.03. Loss and Damage. All of the Lessee's personal property of any kind that may be on or about the Leased Property or placed in the custody of any of the Lessee's employees or agents shall be held at the sole risk of the Lessee, and neither the Lessor, the Trustee nor any Bondowner shall have any liability to the Lessee for any theft or loss thereof or damage thereto from any cause whatsoever.

ARTICLE VII

INSURANCE PROVISIONS

Section 7.01. Insurance. (a) The Lessee shall at all times maintain or cause to be maintained with responsible insurers all such insurance on the Leased Property (valued as defined below) which is customarily maintained with respect to properties of like character against accident to, loss of or damage to such properties. Notwithstanding the generality of the foregoing, the Lessee shall not be required to maintain or cause to be maintained any insurance which is not available from reputable insurers on the open market, except as required by Section 7.01(c) hereof, or more insurance than is specifically referred to below.

The Lessee shall during any period of Acquisition of the Project and thereafter so long as the Lessee has possession of the Leased Property:

(i) Keep or cause to be kept a policy or policies of insurance against loss or damage to the Leased Property resulting from fire, lightning, vandalism, malicious mischief, riot and civil commotion, and such perils ordinarily defined as "extended coverage" and other perils as the Lessee may determine should be insured against on forms and in amounts satisfactory to each. Such insurance may be carried in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Lessee. Such extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be maintained in an amount not less than the principal amount of the then outstanding Bonds or the full insurable value of the Leased Property (such value to include amounts spent for Acquisition of the Project and architectural, engineering, legal and administrative fees, inspection and supervision but excluding value attributable to the School Site), whichever amount is greater, subject to deductible conditions for any loss not to exceed \$200,000 for any one loss. The term "*full insurable value*" as used in this subsection shall mean the actual replacement cost, using the items of value set forth above (including the cost of restoring the surface grounds owned or leased by the Lessee but excluding the cost of restoring trees, plants and shrubs), without deduction for physical depreciation. Said "*full insurable value*" shall be determined from time to time but not less frequently than once in every 36 months;

(ii) Maintain or cause to be maintained public liability insurance against claims for bodily injury or death, or damage to property occurring upon, in or about the Leased Property, such insurance to afford protection to a limit of not less than \$1,000,000 combined single limit; *provided, however*, that nothing herein shall be construed to require the Lessee to maintain or cause to be maintained any such public liability insurance for amounts greater than the limitations on such liability provided under the Governmental Immunity Act of Utah, Chapter 7 of Title 63G, Utah Code Annotated 1953, as amended. Such insurance may be maintained under an Owners, Landlords and Tenants policy and may be maintained in the form of a minimum \$1,000,000 single limit policy covering all such risks. Such insurance may be carried in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee; and

(iii) Maintain or cause to be maintained workers' compensation coverage to the extent required by law.

All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of Utah, except as otherwise hereinafter provided. As of the date hereof, the Issuer carries public liability insurance with the Utah Risk Management Mutual Association, an insurer of recognized responsibility. The Lessee may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other buildings as well, so long as such blanket insurance policies otherwise comply with the terms of this Section 7.01(a).

All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to the Trustee. Certificates evidencing such policies shall be deposited with the Trustee, and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by the Trustee, copies of renewal or new policies or contracts or certificates shall be deposited with the Trustee together with evidence of payment of premiums therefor.

All policies of insurance (except the policy of public liability and property damage insurance) must provide that the proceeds thereof shall be payable to the Trustee (to the extent possible as a loss payee or an additional insured thereunder). The Net Proceeds of fire and extended coverage insurance shall be deposited into the Insurance Fund under the Indenture to be applied to rebuild, replace and repair the affected portion of the Leased Property or redeem outstanding Bonds as provided in Article X hereof. The Net Proceeds of public liability and property damage insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the Net Proceeds of such insurance shall have been paid.

(b) Notwithstanding anything herein to the contrary, any policies of insurance that the Lessee is required to keep or cause to be kept pursuant to Section 7.01(a) hereof may be provided through any self-insurance program of the Lessee or in which the Lessee participates with other governmental units of the State of Utah. The Utah Risk Management Mutual Association is not a self-insurance program within the meaning of the preceding sentence. In such event, the Lessee shall cause the risk manager of its self-insurance program to issue certificates of coverage to the Trustee for any such risks covered by the self-insurance program and otherwise evidencing

compliance with the requirements of Section 7.01(a) hereof which certificates of coverage shall be accompanied with an opinion of Lessee's Counsel that the obligations of the Lessee under any such self-insurance program are legal, binding and enforceable against the Lessee in accordance with their terms. At least once each year, commencing during calendar year 2023, the Lessee shall cause its risk manager or, at its expense, an independent consultant to review the Lessee's self-insurance program and to render a report to the Lessee as to the adequacy and actuarial soundness of such self-insurance program to provide the coverage required by Section 7.01(a) hereof to the extent the Lessee self-insures for such coverage as herein permitted and as to its recommendations, if any, for adjustments thereto. The Lessee shall make such adjustments to its self-insurance program as are necessary to comply with any such recommendations of its risk manager or the independent consultant appointed for the purposes of this Section 7.01(b). The Lessee shall file or cause its risk manager or such insurance consultant to file a copy of such report with the Trustee at the same time as the Lessee files the written statement required by Section 7.01(d) hereof.

(c) To the extent that the Lessee is unable to obtain or maintain any of the insurance required to be carried as provided in Section 7.01(a) hereof from reputable insurers on the open market at reasonable prices therefor, the Lessee shall provide for such insurance through its self-insurance program or through a self-insurance program in which the Lessee participates with other governmental units of the State of Utah; *provided, however*, that any costs and expenses incurred by the Lessee in connection with such self-insurance program and the cost of any reserves required to fund such a self-insurance program shall be payable by the Lessee solely from legally available moneys appropriated for such purpose and payable as Additional Rentals hereunder; and provided further, however, that any such self-insurance shall comply with the requirements of subsection (b) of this Section 7.01.

(d) The Lessee shall file with the Trustee annually, within one hundred eighty (180) days after the close of each Fiscal Year, commencing with the Fiscal Year which ends on June 30, 2023, a written statement of the Lessee satisfactory to the Trustee containing a summary of all insurance policies (including policies provided through any self-insurance program described in Section 7.01(b) or 7.01(c) hereof) then in effect with respect to the Leased Property and stating that the insurance policies required by this Lease are in full force and effect.

(e) The Lessee for itself and its insurers, to the extent possible (as a reasonable cost) and to the extent permitted by law, hereby waives any claim against the Trustee, the Lessor and the Contractor, including claims based on negligence, if the claim results from any of the perils the Lessee is required to insure against or provide self-insurance for in this Section 7.01.

(f) The Trustee makes no representations as to and shall have no responsibility for the sufficiency of the insurance required pursuant to this Section 7.01.

ARTICLE VIII

TAXES

Section 8.01. Taxes. (a) The Lessor and the Lessee understand and agree that the Leased Property constitutes public property free and exempt from all taxation in accordance with

applicable law, including but not limited to Section 17D-2-104 of the Act; *provided, however*, that the Lessor agrees to cooperate with the Lessee, upon written request by the Lessee, to contest any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The Lessee agrees to reimburse the Lessor from Additional Rentals for any and all costs and expenses thus incurred by the Lessor.

(b) Notwithstanding Section 8.01(a) hereof, in the event that the Leased Property or any portion thereof or any portion of the Rentals shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body which may be secured by a lien against the Leased Property or any portion of the Rentals, an Additional Rental shall be paid by the Lessee equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Lessee shall be obligated hereunder to provide for Additional Rentals only for such installments as are required to be paid during the term of the Lease. The Lessee shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the Rentals and receipts from the Leased Property or any portion thereof prior to or on a parity with the charge thereon and the pledge and assignment thereof to be created and made in the Indenture), or any interest therein (including the interest of the Lessor) or the Rentals and revenues derived therefrom or hereunder, except to the extent permitted by Section 8.01(c) hereof.

(c) The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments and other charges, and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by nonpayment of any such items the security afforded pursuant to the terms of the Indenture will be materially endangered (in the judgment of the Trustee) or the Leased Property or any essential part thereof will be subject to loss or forfeiture (in the judgment of the Trustee), in which event such taxes, assessments or charges shall be paid forthwith. The Lessor will cooperate fully with the Lessee in any such contest. The Lessee shall provide written notice to the Trustee of its decision to contest any such taxes, assessments and other charges as herein authorized, which notice shall be provided within 5 days after the Lessee makes such decision. In the event that the Lessee shall fail to pay any of the foregoing items required by this Section 8.01 to be paid by the Lessee, the Issuer or the Trustee may (but shall be under no obligation to) pay the same and any amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Lessee to the party making the advancement, which amounts the Lessee hereby agrees to pay from Additional Rentals on demand together with interest thereon from the date thereof until paid at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, but only from moneys appropriated and legally available for such purpose.

ARTICLE IX

ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Section 9.01. Alterations, Additions and Improvements to the Leased Property. (a) The Lessee shall have the right during the term of the Lease to make any alterations, additions or improvements of any kind, structural or otherwise, as it shall deem necessary or desirable, on or to the Leased Property, to attach fixtures, structures or signs, and to affix any personal property to the improvements on the Leased Property; *provided, however*, that no such alteration, addition or improvement shall reduce or otherwise adversely affect the value of the Leased Property or the fair rental value thereof or materially alter or change the character or use of the Leased Property or impair the excludability from gross income for federal income tax purposes of interest on the Bonds.

(b) The Lessee will not permit any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any construction, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the Lessee, provided that if the Lessee shall first notify the Trustee of the Lessee's intention so to do, the Lessee may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless by nonpayment of any such items the security afforded pursuant to the terms of the Indenture will be materially endangered (in the judgment of the Trustee) or the Leased Property or any essential part thereof will be subject to loss or forfeiture (in the judgment of the Trustee), in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items. The Lessor will cooperate fully with the Lessee in any such contest, upon the request and at the expense of the Lessee. The Lessee shall provide written notice to the Trustee of its decision to contest any such mechanic's or other lien as herein authorized, which notice shall be provided within 5 days after the Lessee makes such decision.

Section 9.02. Title to Alterations, Additions and Improvements. Except as provided in Section 9.03 hereof, all such alterations, additions and improvements shall become the property of the Lessor as a part of the Leased Property and shall be subject hereto and to the Indenture.

Section 9.03. Lessee's Equipment. (a) All of the Lessee's equipment and other personal property installed or placed by the Lessee in or on the Leased Property which is not a fixture under applicable law or which is not paid for with the proceeds of sale of the Bonds shall remain the sole property of the Lessee in which neither the Lessor, the owners of the Bonds nor the Trustee shall have any interest, and may be modified or removed at any time by the Lessee and shall not be subject to the lien of the Indenture. The Lessee shall pay for any damage caused by such modification or removal, but only from funds legally available for such purpose.

(b) The title to any personal property, improvements or fixtures placed on or in the Leased Property by any sublessee or licensee of the Lessee shall be controlled by the sublease or license agreement between such sublessee or licensee and the Lessee.

(c) If after the occurrence of an Event of Nonappropriation or an Event of Default, the Lessee moves out or is dispossessed and fails to remove any property of the Lessee at the time of such moving out or dispossession, then and in that event, the Trustee shall have the option, following not less than thirty (30) days' prior written notice to the Lessee of the Trustee's intention to exercise such option, either to regard such property as abandoned by the Lessee, in which case such property shall become the property of the Lessor subject to the Indenture, or shall have the right to demand that the Lessee remove such property from the Leased Property, and in the event of failure of the Lessee to comply with said demand, the Trustee shall have the right to remove, sell or destroy such property.

ARTICLE X

DAMAGE OR DESTRUCTION; CONDEMNATION

Section 10.01. Damage, Destruction and Condemnation. (a) If, during the term of the Lease, (i) the Leased Property or any portion thereof shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate of the Lessee, the Lessor or the Trustee in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of the 2023 Facilities shall become apparent; or (iv) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title; then the Lessee shall continue to pay Base Rentals and Additional Rentals after delivery of the Completion Certificate, subject to Section 4.09(a) hereof, and to take such action as it shall deem necessary or appropriate to repair, rebuild and replace the affected portion of the Leased Property, subject to Section 10.01(c)(ii) hereof, regardless of whether the Acquisition of the Project has been completed and accepted by the Lessee in accordance with Section 5.08(b) hereof.

(b) In accordance with Section 415 of the Indenture, the Trustee shall cause the Net Proceeds of any insurance policies (including any moneys derived from any self-insurance program), performance bonds or condemnation awards with respect to the Leased Property, or Net Proceeds received as a consequence of defaults under Project Contracts (excluding liquidated damages) for the Project, to be deposited into the Insurance Fund to be applied as provided herein and in Section 415 of the Indenture, and all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the damaged or destroyed portion of the Leased Property by the Lessee, except as otherwise provided in Section 10.01(c) hereof or as may be required by the Tax Certificate. The balance of any Net Proceeds remaining after the repair, restoration, modification, improvement or replacement has been completed are to be deposited into the Construction Fund, if received prior to the Completion Date and, if received thereafter, are to be deposited into the Redemption Fund, except to the extent otherwise required by the Tax Certificate. The Trustee shall cause the Net Proceeds of any liquidated damages received as a consequence of a default by the Contractor to complete Acquisition of the Project in a timely fashion under the Construction Contract to be deposited into the Bond Fund.

(c) If such Net Proceeds shall be insufficient to pay in full the cost of any such repair, restoration, modification, improvement or replacement, the Lessee shall, within ninety (90) days after the occurrence of the event giving rise to such Net Proceeds, either:

(i) commence and thereafter complete the work and pay any cost in excess of the Net Proceeds, but only from Additional Rentals, in which case the Lessee agrees that it will not be entitled to any reimbursement therefor from the Trustee or the owners of the Bonds, nor shall it be entitled to any diminution of the Base Rentals or Additional Rentals;

(ii) if the failure to repair, rebuild or replace shall not materially detract from the value of the Leased Property, then the Lessee may discharge its obligation to repair, rebuild or replace the affected portion of the Leased Property by causing such Net Proceeds to be deposited into the Redemption Fund for the purpose of causing the extraordinary optional redemption of all or part of the Bonds, as appropriate, in accordance with the Indenture; or

(iii) apply or provide for the application of such Net Proceeds to the payment of the Option Price applicable as of the next occurring Optional Purchase Date, in which case, if the Net Proceeds are insufficient to pay the Option Price, the Lessee shall pay or provide for the payment of such amounts as are necessary to equal the full Option Price, and if the Net Proceeds exceed the Option Price, such excess shall be retained by the Lessee, except as may be otherwise required by the Tax Certificate.

(d) The Lessee hereby agrees that any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Lessor subject to the Indenture and this Lease, and will be included as part of the Leased Property subject to this Lease.

(e) The Lessor and the Lessee agree that it is the intent of the parties that, after the delivery of the Completion Certificate, the risk of any loss arising out of any damage, destruction or condemnation of the Leased Property or any portion thereof shall be borne by the Lessee and not by the Lessor or the Bondholders, and the Lessee hereby covenants and agrees that in the event of any such damage, destruction or condemnation, the Lessee shall either repair, rebuild or replace the Leased Property to essentially its same condition before any such damage, destruction or condemnation or provide funds, either through payment of the Option Price, or otherwise, but in any event only from legally available moneys for such purpose, necessary to redeem the Bonds at the earliest practicable date in accordance with the Indenture.

(f) The Lessee hereby agrees to deliver the Officer's Certificate provided in Section 413 of the Indenture in accordance with the terms thereof.

(g) The Lessee shall give written notice immediately to the Trustee of the occurrence of any event of damage, destruction or condemnation as described in Section 10.01(c) hereof, which notice shall describe the nature and scope of any such event.

ARTICLE XI

ASSIGNMENTS

Section 11.01. Assignments by Lessee. Neither this Lease nor any interest of the Lessee herein shall, at any time after the date hereof, without the prior written consent of the Trustee, be mortgaged, pledged, assigned or transferred by the Lessee by voluntary act or by operation of law, or otherwise, except as specifically provided herein. The Lessee shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or subletting which may be made with such consent. The Lessee shall have the right, without notice to or consent of the Lessor, the Trustee or any owner of Bonds, to further sublease or permit the use of any specified portion of the Leased Property only to or for the benefit of any other “public bodies” (as such term is defined in the Act), the State of Utah or any other entities permitted as sublessees of a project now or hereafter permitted or authorized by the Act, including but not limited to Section 17D-2-403(2) of the Act, but nothing herein contained shall be construed to relieve the Lessee from its obligation to pay Rentals as provided in this Lease or relieve the Lessee from any other obligations contained herein; *provided, however*, that no such assignment or sublease may be made if the use of the Leased Property by the assignee or sublessee will affect the validity of this Lease, change the character or use of the Leased Property to ones not then permitted by applicable law or impair the excludability from gross income for federal income tax purposes of interest on the Bonds (including but not limited to any assignment or sublease of any portion of the Leased Property to the United States Government or any of its agencies or departments or to any private operator or manager that may result in such impairment). Any such assignment, sublease or license shall require the assignee, sublessee or licensee to execute an acceptable attornment agreement with the Lessee and the Trustee and to assume all of the terms, covenants and agreements of the Lessee hereunder to the extent of the portion of the Leased Property so assigned, sublet or licensed; *provided, however*, that where portions of the Leased Property have been so assigned, sublet or licensed, the Lessee shall continue to be responsible for the payment of Rentals due under this Lease. The Lessor may execute any and all instruments necessary and proper in connection therewith. The Lessee hereby agrees (a) to direct all of its permitted sublessees, assignees and transferees to pay all rentals and other amounts due under any sublease, assignment or transfer permitted by this Section 11.01 directly to the Trustee for deposit into the Bond Fund and (b) to pay any of such amounts received by the Lessee directly to the Trustee for deposit into the Bond Fund.

Section 11.02. Assignments by Lessor in General Without Release of Liability. (a) The Lessor’s obligations to perform under this Lease may be assigned in whole or in part by the Lessor, but the Lessor shall remain liable to perform hereunder, with notice to the Lessee as provided in Section 11.02(b) hereof; *provided* that such assignment (other than an assignment for security purposes or the assignment effected by the Indenture and the exercise of any remedies thereunder and any further assignment resulting from the exercise of any such remedies) may only be made to a public corporation or other public entity duly authorized by applicable law to perform the obligations as Lessor hereunder and the assignment to which will not impair the excludability from gross income for federal income tax purposes of interest on the Bonds or impair the validity or enforceability of this Lease.

(b) No assignment or reassignment of any of the Lessor's right, title or interest in this Lease or the Leased Property shall be effective unless and until the Lessee shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. The Lessee hereby acknowledges receipt of the Indenture for purposes of this Section 11.02(b). During the term hereof, the Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder.

(c) The Lessor may assign its rights, title and interest in and to this Lease and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease, in whole or in part, as herein provided. The Lessor, simultaneously with the execution of this Lease, has assigned this Lease and all Base Rentals and certain other sums (including any Additional Rentals payable pursuant to Section 4.01(b)(ix) hereof) due and to become due hereunder to the Trustee under the Indenture. Upon the execution and delivery of the Indenture, the Lessor therein gives written notice thereof to the Lessee, and all Base Rentals and certain other sums (including such Additional Rentals) due and to become due hereunder shall be paid to the Trustee when due and payable. Neither any purchaser of any of the Bonds nor the Trustee shall be bound or obligated to perform or see to the performance of any duty, covenant, condition or warranty (express or implied) made by the Lessor or required to be observed or performed by the Lessor under any of the terms hereof.

(d) The Lessor has, simultaneously with the execution of this Lease, assigned all of its duties and obligations hereunder with respect to the Acquisition of the Project to its agent pursuant to the Agency Agreement, except as otherwise therein provided. The Lessee hereby consents to such assignment by the Lessor pursuant to the Agency Agreement.

Section 11.03. Lessor's Assignment as a Whole and Release From Liability. Except as otherwise set forth in Section 11.04 hereafter, the rights, obligations and duties of the Lessor hereunder may be assigned as a whole and the Lessor may be released from its obligations hereunder only with the prior written consent of the Lessee and the Trustee and then only upon assignment of the Lessor's interest herein to a public corporation or other entity duly authorized by applicable law to perform the obligations as Lessor hereunder and the assignment to which will not impair the excludability from gross income for federal income tax purposes of interest on the Bonds or impair the validity or enforceability of this Lease.

Section 11.04. Replacement of the Lessor. If any event occurs which in the judgment of the Lessee materially impairs the ability of the Lessor to serve as lessor hereunder or as Issuer under the Indenture, the Lessee may replace the Lessor with such other entity as the Lessee deems appropriate so long as such successor entity is a public corporation or other public entity duly authorized by applicable law to perform the obligations as Lessor hereunder and as Issuer under the Indenture and such replacement will not impair the excludability from gross income for federal income tax purposes of interest on the Bonds or impair the validity or enforceability of this Lease. In any such event, the Lessor being replaced shall cooperate with the Lessee in conveying title to the Leased Property and any and all other right, title and interest of the Lessor in, to and under the Lease and the Indenture to such successor entity as the Lessee may designate as provided herein.

Section 11.05. Subordination and Attornment. (a) This Lease and the Lessee's interest in the Leased Property and its interest as lessee hereunder shall at all times be subject and subordinate to the Facilities Lease and the lien of the Indenture and to all the terms, conditions and provisions thereof, whether now existing or hereafter created and without the need for any further act or agreement by the Lessee; *provided, however*, that so long as an Event of Default under the Indenture or an Event of Nonappropriation has not occurred and is then continuing this Lease shall remain in full force and effect notwithstanding such subordination or the Lessor's default in connection with the said lien, and the Lessee shall not be disturbed by the Lessor or the Trustee in its possession, use and enjoyment of the Leased Property during the term of the Lease or in the enjoyment of its rights hereunder. The Lessee shall not subordinate its interests hereunder or in the Leased Property to any other lien or encumbrance without the prior written consent of the Trustee. Any such unauthorized subordination by the Lessee shall be void and of no force or effect whatsoever.

(b) In the event of any sale, assignment or transfer of the Lessor's interest under this Lease or in the Leased Property, including any such disposition resulting from the Lessor's default under the said lien, the Lessee shall attorn to the Lessor's successor and shall recognize such successor as the Lessor under this Lease, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon such successor succeeding to the interest of the Lessor hereunder, and this Lease shall continue in accordance with its terms between the Lessee, as lessee, and such successor, as Lessor.

ARTICLE XII

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 12.01. Representations, Covenants and Warranties of the Lessee. The Lessee hereby represents, covenants and warrants for the benefit of the Lessor and the owners from time to time of the Bonds as follows:

(a) The Lessee has the power and authority to enter into the Tax Certificate and the transactions contemplated by this Lease and the other Operative Agreements to which it is a party and to carry out its obligations hereunder and thereunder. The Lessee has been duly authorized to execute and deliver this Lease, and agrees that it will do or cause to be done all things necessary to preserve and keep this Lease (to the extent herein provided and subject to the limitations expressed herein, including but not limited to the limitations provided in Section 4.04 hereof) in full force and effect.

(b) The Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessee from entering into this Lease and the other Operative Agreements to which it is a party or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Lessee, nor to the best knowledge of the Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other agreement or instrument to which the Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessee of this Lease or any such other agreement or instrument or in connection with the carrying out by the Lessee of its obligations hereunder or thereunder have been obtained.

(d) The payment of the Rentals hereunder by the Lessee or any portion thereof is not, and will not (so long as the Lessee pays Rentals hereunder) be, directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business or (B) payments in respect of such property or (ii) to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used for a private business use, all within the meaning of Section 141(b) of the Code. No proceeds of the Bonds are to be used (directly or indirectly) to make or finance loans to persons other than governmental units within the meaning of Section 141(c) of the Code.

(e) The entering into and performance of this Lease or any other document or agreement contemplated hereby to which the Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Leased Property pursuant to, any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Lessee is a party or by which it or its assets may be bound, except as herein or in the Indenture provided.

(f) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease, and the Lessee has complied with such public bidding requirements as may be applicable to this Lease and the Acquisition by the Lessee (in its capacity as agent for the Lessor) of the Project.

(g) During the term hereof, the Leased Property will be used by the Lessee (except as otherwise permitted by Section 11.01 hereof) only for the purpose of performing one or more essential governmental or proprietary functions (including related functions) of the Lessee consistent with the permissible scope of the Lessee's authority. The use, occupancy and operation of the Leased Property is essential to the conduct of the Lessee's governmental operations to provide for the public health, welfare, safety and convenience of the Lessee and its inhabitants.

(h) The Lessee shall comply with all applicable laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers, including, without limitation, all zoning and other laws that would be

applicable to the Project (other than public bidding laws which are inapplicable to the Project or the letting of the Lease by virtue of Section 17D-2-108(2) of the Act) if it were not owned or occupied by a political subdivision of the State of Utah and with all reasonable rules, directions, requirements and recommendations of the local board of fire underwriters and other fire insurance rating organizations for the area in which the Project are situated, pertaining to the Project or the use, occupancy and operation thereof. The Lessee shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Project or the Leased Property which will contravene any policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability insurance. The Lessee shall not keep or suffer to be kept hazardous substances on or about the Project or the Leased Property that would lead to environmental contamination.

(i) The Lessee has obtained and examined, or will obtain and examine in a timely fashion as is necessary to diligently complete the Project, all conditions, covenants, restrictions, easements, reservations, rights, rights-of-way and all legal requirements, use permits, occupancy permits, building permits and other requirements affecting or relating to the Project, and the Project does not and will not violate any of the same.

(j) The Lessee has complied in all material respects with all legal requirements in relation to environmental quality, and the Lessee is not under investigation by any state or federal agency designed to enforce such legal requirements.

(k) All streets, easements, utilities and related services necessary for the Project and the operation of the Leased Property for its intended purpose are (or will be, in a timely manner during the Acquisition of the Project) available to the boundaries of the School Site.

(l) Until the termination of the Lessee's possessory rights hereunder with the effect provided in Section 3.03 hereof, the Lessee shall (i) permit the agents or representatives of the Trustee upon two (2) Business Days' notice to have access to and to examine its properties, books and records relating to the Project and the Leased Property and furnish or cause to be furnished at the Lessee's expense to the Trustee the following:

(A) as soon as possible, and in any event not later than three (3) days after the occurrence of any Event of Default or Event of Nonappropriation, a statement of an Authorized Lessee Representative setting forth the details of such Event of Nonappropriation or Event of Default and the action which the Lessee proposes to take with respect thereto;

(B) as soon as available, and in any event not later than one hundred eighty (180) days after the close of each Fiscal Year, the audited financial statements of the Lessee as at the close of and for such Fiscal Year, all in reasonable detail and stating in comparative form the figures as at the close of and for the previous Fiscal Year, audited by and with the report of the Lessee's auditor;

(C) such interim financial statements, current budget information and other information relating to the affairs of the Lessee with respect to the Leased Property (including but not limited to evidence or appropriations and preliminary and final budgets) as the Trustee reasonably may request from time to time; and

(D) from time to time, record, register and file all such notices, statements and other documents and take such other steps, including without limitation the amendment of any of the Operative Agreements and any instruments perfecting interests thereunder, as may be necessary or advisable to render fully valid and enforceable under all legal requirements the rights, liens and priorities of the Lessor and the Trustee with respect to all security from time to time furnished under this Lease or intended to be so furnished and to preserve the excludability from gross income for federal income tax purposes of interest on the Bonds, in each case in such form and at such times as shall be satisfactory to the Lessor and the Trustee, and pay all fees and expenses (including reasonable attorneys' fees) incident to compliance with this paragraph.

(m) Until the termination of the Lessee's possessory rights hereunder with the effect provided in Section 3.03 hereof, unless the Trustee shall otherwise consent in writing, the Lessee agrees not to:

(i) create, incur, assume or permit to exist any mortgage, deed of trust, security interest (whether possessory or nonpossessory) or other encumbrance of any kind (including without limitation the charge upon property purchased under conditional sale or other title retention agreement) upon or on the Leased Property, other than (A) liens for taxes not delinquent or being contested as permitted hereunder; (B) liens in connection with workers' compensation, unemployment insurance or social security obligations; (C) mechanics', workmen's, materialmen's, landlords', carriers' or other like liens arising in the ordinary and normal course of business with respect to obligations which are not due or which are being contested hereunder; (D) liens in favor of the Trustee arising out of the transactions contemplated hereby; and (E) Permitted Encumbrances; or

(ii) enter into or consent to any amendment of any of the documents contemplated hereby, except as may be required in the opinion of Bond Counsel to preserve the excludability from gross income for federal income tax purposes of interest on the Bonds and except as may be otherwise permitted by the Indenture or this Lease.

(n) The estimated useful life of the Leased Property is not less than _____ years, based upon the certificate of the architect or engineer delivered as *Exhibit F* of Document No. B-1 of the transcript of which this Lease is a part, as the architect or engineer responsible for designing and planning the 2023 Facilities, delivered prior to the execution of this Lease as required by Section 17D-2-302(1) of the Act. The term of this Lease, including for this purpose all Renewal Terms authorized herein, does not exceed the shorter of (i) the estimated useful life of the Leased Property or (ii) forty (40) years.

(o) The Lessee hereby agrees and covenants that it shall seek reimbursement from any portion of the proceeds of the Bonds, including amounts on deposit in the Acquisition Fund, only as permitted by the related Tax Certificate.

Section 12.02. Representations, Covenants and Warranties of the Lessor. The Lessor hereby represents, covenants and warrants for the benefit of the Lessee and the owners from time to time of the Bonds as follows:

(a) The Lessor has the power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder and thereunder. The Lessor has been duly authorized to execute and deliver all of the Operative Agreements to which it is a party.

(b) The Lessor is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents the Lessor from entering into this Lease or any of the other Operative Agreements or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Lessor, nor to the best knowledge of the Lessor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other agreement or instrument to which the Lessor is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Lessor of this Lease or any such other agreement or instrument or in connection with the carrying out by the Lessor of its obligations under this Lease or thereunder have been obtained.

(d) The Lessor holds a marketable leasehold interest in the School Site, which interest the Lessor has mortgaged to the Trustee pursuant to the Indenture as additional security for the payment of the principal of, and premium (if any) and interest on, the Bonds. The Lessor and the Lessee understand and agree that the Lessor shall have all right, title and interest in and to the Leased Property, the Indenture and the annually renewable leasehold interest of the Lessee and its option to purchase the Leased Property hereunder.

(e) The Lessor will not pledge the Base Rentals, the Option Price or any of its other rights hereunder and will not mortgage or encumber the Leased Property except as provided herein and under the Indenture. All property and moneys received by the Lessor from the Lessee will, so long as no Event of Nonappropriation or Event of Default has occurred and is then continuing, be applied for the benefit of the Lessee, and all property and moneys received by the Lessor hereunder and under the Indenture for the owner or owners of the Bonds will be applied for the benefit of such owner or owners.

(f) So long as the Lessee pays the Rentals hereunder, the payment of the Bonds or any portion thereof is not and will not be directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business or (B) payments in respect of such property or (ii) to be derived from payments (whether or not to the Lessor in its capacity as the Issuer) in respect of property, or business use, all within the meaning of Section 141(b) of the Code. No proceeds of the Series 2023 Bonds are to be used (directly or indirectly) to make or finance loans to persons other than governmental units within the meaning of Section 141(c) of the Code.

ARTICLE XIII

AMENDMENTS

Section 13.01. Amendments, Changes and Modifications. (a) Except as otherwise expressly provided in Sections 13.01(b), 13.01(c) and 13.02 hereof, this Lease may not be amended, changed or modified without the prior written consent of the Trustee or the owners of the Bonds, all in accordance with the Indenture.

(b) So long as no Event of Default or Event of Nonappropriation has occurred hereunder and is then continuing, the Lessor and the Lessee may make, from time to time, without the consent of the Trustee or the owners of the Bonds, such modifications, alterations, amendments or additions to, or deletions from, the School Site as the Lessor and the Lessee mutually agree to be necessary and desirable to facilitate the use and development by the Lessee, its successors, permitted sublessees and assigns, of the School Site; *provided, however*, that the portion of the School Site remaining subject to this Lease after any such modification, alteration, amendment to, or deletion from, the School Site shall (i) be capable of being operated as a separate and independent functional unit without additional cost to the occupant, (ii) be a single legal parcel of land or a combination of contiguous legal parcels, (iii) include the Pledged Portion located on the School Site financed with the proceeds of sale of the Bonds or the replacement of such Pledged Portion, (iv) have adequate access to and from public streets and easements for the maintenance of all utilities and (v) not be in violation of any applicable law, rule, regulation, ordinance, covenant or restriction relating thereto. The Lessor and the Lessee hereby further covenant not to agree to any modification, alteration, amendment or addition to or deletion from the School Site which would reduce the fair rental value of the Leased Property remaining subject to this Lease (such value to be determined in each instance with reference to the value to the Lessee, as may be determined by the governing body of the Lessee, based upon its use of the Leased Property hereunder and not with reference to such value as may be applicable for a different use or by a different user of the Leased Property) below the Rentals payable under the Lease or adversely affect the excludability from gross income for federal income tax purposes of interest on the Bonds or otherwise adversely affect the purposes for which the Lessor acquired the Leased Property and for which the Lessee is leasing the Leased Property pursuant to this Lease. Upon such modification, alteration, amendment or addition to or deletion from the School Site, the Lessor and the Lessee shall execute and cause to be recorded an amendment to this Lease reflecting the release of such portion of the School Site.

(c) Without the consent of the Trustee or the owners of the Bonds, and if no Event of Default hereunder or under the Indenture shall have happened and be continuing, the Lessee may at any time or times grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in the Indenture, free from the lien of the Indenture, or the Lessee may release existing easements, licenses, rights-of-way and other rights or privileges with or without consideration, and the Lessor agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver any such instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege upon receipt of: (i) a copy of the instrument of grant or release; (ii) a written application signed by an Authorized Lessee Representative requesting such instrument; (iii) a certificate executed by an Authorized Lessee Representative stating that such grant or release (A) is not detrimental to the proper conduct of the operations of the Lessee, and (B) will not impair the effective use or interfere with the operation of the Leased Property and will not materially weaken, diminish or impair the security intended to be given by or under the Indenture; and (iv) written confirmation by an independent engineer or consultant of the conclusions stated in the certificate executed by an Authorized Lessee Representative as provided in clause (iii) of this subsection (c) of Section 13.01.

(d) The release of any portion of the School Site or any interests therein as herein provided shall not entitle the Lessee to any postponement, abatement or diminution of the Base Rentals or any other payments required to be paid hereunder.

Section 13.02. Amendments by Lessor and Lessee Only. This Lease may be amended at any time by written agreement of the Lessor and the Lessee (regardless of any assignments of the Lessor's interests), with the prior written consent of the Trustee, but without notice to or the consent of the owners of the Bonds pursuant to Section 1301 of the Indenture.

ARTICLE XIV

VESTING OF TITLE

Section 14.01. Option to Purchase the Leased Property. The Lessee may, if no Event of Default has occurred and is then continuing hereunder, purchase the Lessor's interest in the Leased Property subject to the terms hereof on any date by delivering written notice during the term of the Lease to the Trustee not less than forty-five (45) days prior to an Optional Purchase Date indicating the Lessee's intention so to purchase the Lessor's interest in the Leased Property. The purchase price for the Lessor's interest in the Leased Property to be paid by the Lessee to exercise the option provided herein shall be an amount equal to (a) the Option Price applicable on such Optional Purchase Date as indicated on the Option Price Schedule attached hereto as *Schedule II*, plus interest on the Bonds to the Optional Purchase Date, premium on the Bonds applicable to such Optional Purchase Date, if any, and fees and expenses which must be paid to retire the then outstanding Bonds, less all amounts in reserves held by the Trustee under the Indenture which may be applied to the payment of such outstanding Bonds and such other expenses, (b) all costs of transferring title to the Leased Property to the Lessee and (c) all other reasonable costs and expenses incidental thereto; *provided, however*, that in no event shall such purchase price exceed the Capital Actually Invested, but such purchase price may include any other costs and expenses

that may be treated as “capital actually invested” within the meaning of the Act; *provided, further, however*, that in no event shall such purchase price be less than the amount computed pursuant to clause (a) above. The Lessee hereby agrees to deposit with the Trustee an amount equal to such purchase price on or before the applicable Optional Purchase Date. The Lessee understands that the Option Price Schedule attached hereto as *Schedule II* may be revised from time to time based on certain redemptions of Bonds or the issuance of any Additional Bonds authorized under Section 213 of the Indenture. In the event the Lessee so elects to purchase the Lessor’s interest in the Leased Property as provided herein, the Lessee hereby agrees to pay such applicable Option Price (together with the other amounts constituting the purchase price for the Lessor’s interest in the Leased Property as provided herein) in accordance with the Option Price Schedule attached hereto as *Schedule II* as it may be revised from time to time by such amounts as are necessary to reflect the redemption of the principal of certain Bonds or the issuance of Additional Bonds. Nothing herein shall be construed to create any obligation of the Lessee to purchase the Lessor’s interest in the Leased Property.

Section 14.02. Vesting of Title. (a) Title to all real property or interests therein, buildings, fixtures, equipment and other personal property which is purchased or financed from moneys deposited in the Acquisition Fund will be held in the name of the Lessor, subject to the Lease and the Indenture.

(b) The Lessor’s interest in the Leased Property shall be transferred to the Lessee and title thereto shall thereupon vest in the Lessee (i) on the Optional Purchase Date upon payment of the amounts required to be paid pursuant to Section 14.01 hereof, including the Option Price, and the first date upon which the Bonds are no longer outstanding; (ii) on _____ 2, 20__, upon payment of all Base Rentals for all Renewal Terms and all then accrued Additional Rentals and the first date upon which the Bonds are no longer outstanding; or (iii) when the lien of the Indenture shall have been discharged in accordance with the terms thereof, other than by foreclosure of such lien.

(c) Upon dissolution of the Lessor and after transfer of title to the Leased Property pursuant to Section 14.02(b) above, any assets and net earnings of the Lessor then remaining (including but not limited to any amounts to be paid to the Lessee pursuant to Section 411 of the Indenture) shall be paid to the Lessee in accordance with Section 17D-2-702 of the Act.

ARTICLE XV

RIGHT OF ENTRY; LIENS; QUIET ENJOYMENT

Section 15.01. Right of Entry. The Lessor and the Trustee and their respective designated representatives shall have the right to enter upon the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Lessor’s rights or obligations under this Lease or (c) for all other lawful purposes.

Section 15.02. Liens. Except for payments made or required to be made under the Indenture, the Lessee shall pay or cause to be paid, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment alleged to have been

furnished or to be furnished to or for, in, upon or about the Leased Property and which may be secured by any mechanics', materialmen's or other lien against the Leased Property, or the Lessor's interest therein, and shall cause each such lien to be fully discharged and released; *provided, however*, that if the Lessee desires to contest in good faith any such lien, this may be done, and if such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, then and in any such event the Lessee shall forthwith pay and discharge said judgment, but in each instance only from moneys duly appropriated and legally available for such purpose.

Section 15.03. Covenant of Quiet Enjoyment. The parties hereto mutually covenant and agree that the Lessee, by keeping and performing the covenants and agreements herein contained, shall at all times during the term hereof, peaceably and quietly, have, hold and enjoy the Leased Property, subject to all Permitted Encumbrances.

ARTICLE XVI

EVENTS OF DEFAULT; REMEDIES

Section 16.01. Events of Default Defined. Any of the following shall be an "Event of Default" under this Lease:

(a) failure by the Lessee to pay any Base Rentals required to be paid under Section 4.01(a) hereof with respect to the Bonds or failure by the Lessee to pay any Additional Rentals required to be paid under Section 4.01(b)(ix) hereof, in each case at the times specified therein as the respective due dates therefor;

(b) failure by the Lessee to pay any Additional Rentals (other than Additional Rentals required to be paid under Section 4.01(b)(ix) hereof) during the term of this Lease for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall be received by the Lessee from the Trustee;

(c) failure by the Lessee to vacate the Leased Property (subject to the Facilities Lease) by the expiration of the Initial Term or any Renewal Term during which an Event of Nonappropriation occurs;

(d) failure by the Lessee to observe and perform any covenant, condition or agreement herein on its part to be observed or performed, other than as referred to in Section 16.01(a), 16.01(b) or 16.01(c) hereof, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Lessee by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; *provided, however*, that if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected;

(e) any representation or warranty (i) made by the Lessee pursuant to Section 12.01 hereof or by the Lessor pursuant to Section 12.02 hereof or (ii) contained in any certificate delivered in connection with this Lease, shall prove to have been false or misleading in any material respect when made; or

(f) the entry of an order or decree in any court of competent jurisdiction enjoining or restraining the Project or development of the 2023 Facilities on the School Site or enjoining, restraining or prohibiting the Lessee from consummating the transactions contemplated by this Lease, which order or decree is not vacated and which proceedings are not discontinued within sixty (60) days after the granting of such order or decree.

The foregoing provisions of this Section 16.01 are subject to the following limitations: (i) the obligations of the Lessee to make payments of the Base Rentals and the Additional Rentals shall be subject to the provisions of Section 4.09 of this Lease with respect to an Event of Nonappropriation; and (ii) if, by reason of *Force Majeure* (as such term is hereinafter defined), the Lessee shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations of the Lessee contained in Article IV hereof, the Lessee shall not be deemed in default during the continuance of such inability. The Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Lessee from carrying out its agreement; *provided, however*, that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee. As used herein, the term "*Force Majeure*" shall mean, without limitation, the following: acts of God; strikes, lockouts or other disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the State of Utah or any of their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; storms; floods; washouts; droughts; arrests; restraints of government and people; civil disturbances; explosions; partial or entire failure or unavailability of utilities; or any other cause or event not reasonably within the control of the Lessee.

Section 16.02. Remedies on Default. (a) Upon the occurrence and continuance of any Event of Default hereunder or an Event of Nonappropriation, the Trustee as provided in Section 902 of the Indenture and subject to Article XIV thereof shall give notice to the Lessee to vacate the Leased Property (subject to the Facilities Lease) immediately (but in no event earlier than the expiration of the Initial Term or the then current Renewal Term for which the Lessee has paid or appropriated moneys sufficient to pay all Rentals due for such Initial Term or Renewal Term, in the case of an Event of Nonappropriation) and shall, without any further demand or notice, (i) terminate this Lease or the Lessee's possessory rights hereunder (without otherwise terminating the Lease), re-enter the Leased Property and eject all parties in possession thereof therefrom, and relet the Leased Property subject to Section 16.02(c) hereof, or then or at any time thereafter commence proceedings to foreclose on and liquidate, relet or sell the Leased Property in the manner permitted by law and as otherwise provided in the Indenture, subject to Section 16.02(c) hereof; (ii) exercise any of the remedies provided to the Trustee upon the occurrence of an Event of Default under the Indenture as the Trustee shall determine to be in the best interests of the Bondowners and as are consistent with the terms and provisions for the exercise of such remedies provided in the

Indenture; or (iii) take any action at law or in equity deemed necessary or desirable to enforce its and the Bondowners' rights with respect to the Leased Property and the Lessee, subject in any event to Article IX of the Indenture.

(b) Upon the termination of the term of this Lease or the Lessee's possessory interests herein by reason of an Event of Nonappropriation or an Event of Default, all moneys then held in any fund or account under the Indenture and any Net Proceeds received on such foreclosure, liquidation, reletting or sale shall be held by the Trustee for the benefit of the owners of the Bonds (and applied from time to time as provided in Section 908 of the Indenture). Notwithstanding anything herein to the contrary, the Trustee shall be entitled to relet the Leased Property for such period as is necessary for the Trustee to obtain sufficient moneys to pay in full the principal of, and premium (if any) and interest on, the Bonds, and the obligations of the Trustee with respect to the owners of the Bonds and the receipt and disbursement of funds shall be continuing until the lien of the Indenture is discharged as provided in the Indenture except as a result of foreclosure.

(c) In the event the Trustee exercises the remedies provided in Section 16.02(a) hereof, the Trustee shall give preference in liquidating, reletting or selling the Leased Property provided therein to those lessees or buyers of the Leased Property whose use or ownership of the Leased Property would preserve the excludability from gross income for federal income tax purposes of interest on the Bonds; *provided, however*, that nothing herein shall be construed to preclude the liquidation, reletting or sale of the Leased Property upon the Trustee's exercise of such remedies to other lessees or buyers of the Leased Property if the Trustee determines that such action is in the best interests of the owners of the Bonds.

Section 16.03. Surrender of Leased Property. Upon the occurrence and continuance of any Event of Default or Event of Nonappropriation, the Lessee shall immediately quit and surrender the Leased Property to the Trustee in the same condition in which it existed at the time of the initial use and occupancy thereof by the Lessee, ordinary wear and tear excepted.

Section 16.04. Limitations on Remedies. With the sole exception of the obligation of the Lessee to pay Base Rentals and Additional Rentals attributable to any period during which the Lessee shall actually use, occupy and operate the Leased Property, or for which the governing body of the Lessee has appropriated funds for such purpose, no judgment requiring the payment of money not subject to the lien of the Indenture may be entered against the Lessee by reason of any Event of Default or an Event of Nonappropriation under this Lease. In the event the term of this Lease is terminated as a result of an Event of Default or an Event of Nonappropriation, no deficiency judgment may be entered against the Lessee, except as otherwise expressly herein provided with respect to the Lessee's actual use, occupancy and operation of the Leased Property. Notwithstanding anything herein to the contrary, the Lessee shall not be under any obligation in respect to any creditors or security holders of the Lessor (including but not limited to the owners from time to time of the Bonds), and no remedy or other provision herein or in the Indenture provided shall be construed to provide any such remedy or to create or impose any such obligation.

Section 16.05. Remedies Cumulative. The rights and remedies given or reserved herein to the Lessor and the Trustee are and shall be deemed to be cumulative, and the exercise of any shall

not be deemed to be an election excluding the exercise at any other time of a different or inconsistent right or remedy or the maintenance of any action either at law or in equity.

Section 16.06. Waiver. The delay or failure of the Lessor or the Trustee at any time to insist in any one or more instances upon a strict performance of any covenant of this Lease or to exercise any right, remedy, power or option herein granted or established by law, shall not be construed as an impairment of or a waiver or a relinquishment for the future of such covenant, right, remedy, power or option, but the same shall continue and remain in full force and effect, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred unless otherwise agreed. The receipt and acceptance by the Lessor or the Trustee of any Rentals, in whole or in part, with knowledge of the breach of any term, covenant or condition hereof, shall not be deemed a waiver of such breach, and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Lessor and the Trustee.

Section 16.07. Curing Lessee's Breach. If the Lessee shall default in the observance or performance of any term or covenant on the Lessee's part to be observed or performed under or by virtue of any of the terms of this Lease, the Trustee may (but shall not be obligated to do so) immediately, or at any time thereafter and without notice, and to the extent permitted by law, perform or cause to be performed the same for the account of the Lessee, and any sums paid or obligations incurred in connection therewith shall be deemed to be Additional Rentals hereunder and shall be paid by the Lessee to the Trustee for appropriate disbursement within fifteen (15) days of the rendering of any bill or statement to the Lessee therefor; *provided, however,* that nothing herein shall be construed to obligate the Lessee to pay any such Additional Rentals from any funds other than moneys legally available and appropriated for such purpose.

ARTICLE XVII

MISCELLANEOUS

Section 17.01. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid or overnight courier and addressed as follows:

If to the Lessor:

Municipal Building Authority of
Wayne School District, Utah
79 North 100 West
Bicknell, Utah 84715
Attention: Secretary/Treasurer

If to the Lessee:

Board of Education of Wayne County
School District, Utah
79 North 100 West
Bicknell, Utah 84715
Attention: Business Administrator

A duplicate copy of any such notice shall also be served upon the Trustee as herein provided to its address at _____, _____, _____, _____, Attention: _____, and upon each of the Appropriate Rating Agencies.

Section 17.02. Governing Law. This Lease is made in the State of Utah under the Constitution and laws of such State and is to be so construed.

Section 17.03. Lessee's Obligation to Operate. The Lessee shall be obligated to use, occupy and operate the Leased Property so as to afford to the public the benefits contemplated by this Lease and to permit the Lessor and the Trustee to carry out their respective covenants to the owners of the Bonds.

Section 17.04. Execution in Counterparts. This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Lease, and it is also understood and agreed that separate counterparts of this Lease may be separately executed by the Lessor and the Lessee, all with the same full force and effect as though the same counterpart had been executed simultaneously by the Lessor and the Lessee.

Section 17.05. Severability. If any one or more of the terms, provisions, promises, covenants or conditions of this Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease, and the application thereof to other persons or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

Section 17.06. Successors and Assigns; Third Party Beneficiaries. (a) This Lease and the covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

(b) This Lease is executed in part to induce the purchase by others of the Bonds, and for the further securing of the Bonds, and, accordingly, as long as any Bonds are outstanding, all respective covenants and agreements of the parties herein contained are hereby declared to be for the benefit of the owners from time to time of the Bonds, but may be enforced by or on behalf of such owners only in accordance with the provisions of the Indenture. The Lease shall not be deemed to create any right in any person who is not a party (other than the permitted successors and assigns of a party) and shall not be construed in any respect to be a contract in whole or in part

for the benefit of any third party (other than the permitted successors and assigns of a party hereto), except in each case the owners from time to time of the Bonds and the Trustee.

Section 17.07. Limitation of Warranty. The Lessor makes no warranties except those warranties or representations expressly made by the Lessor in this Lease or other documents related to the issuance of the Bonds.

Section 17.08. Captions and Headings. The captions and headings used throughout this Lease are for convenience of reference only, and the words contained therein shall not be deemed to affect the meaning of any provision or the scope or intent of this Lease, nor in any way affect this Lease.

Section 17.09. Lapse of Lease. Unless Bases Rentals have otherwise been and are being paid by the Lessee, in the event that the Base Rental Payment Commencement Date does not occur on or prior to _____, 20__, this Lease shall lapse.

Section 17.10. "Net Lease". This Lease shall be deemed and construed to be a "net lease," and the Lessee hereby agrees that the Rentals provided for herein shall be an absolute net return to the Lessor free and clear of any expenses, charges or setoffs whatsoever, except as otherwise specifically provided herein.

Section 17.11. Provision for Payment. Any payment or prepayment by the Lessee shall be deemed made if sufficient Government Obligations (as such term is defined in Article VII of the Indenture) shall have been deposited with the Trustee as provided in the Indenture; *provided* that notice of the exercise of the Lessee's right of prepayment and the corresponding redemption of Bonds shall have been duly given in case of any redemption as provided in the Indenture. Such Government Obligations shall be sufficient only if they are not redeemable at the option of the issuer thereof prior to maturity and if they mature and bear interest at such times and in such amounts as will assure sufficient cash to pay such payment or prepayment when due without rendering the portion of any payment or prepayment hereunder which is allocable to interest on the Bonds to be includible in gross income for federal income tax purposes and otherwise comply with the requirements specified in Article VII of the Indenture.

Section 17.12. Action by the Lessee. Whenever it is herein provided or permitted for any action to be taken by the Lessee, such action may be taken by an Authorized Lessee Representative hereunder unless the context clearly indicates otherwise.

(Signature page follows.)

IN WITNESS WHEREOF, the Lessor and the Lessee have caused their respective names to be signed hereto by their respective officers hereunto duly authorized, all as of the day and year first above written.

LESSOR:

MUNICIPAL BUILDING AUTHORITY OF WAYNE
SCHOOL DISTRICT, UTAH

By _____
President

[SEAL]

ATTEST:

By _____
Secretary/Treasurer

LESSEE:

BOARD OF EDUCATION OF WAYNE COUNTY
SCHOOL DISTRICT, UTAH

By _____
President

[SEAL]

COUNTERSIGN AND ATTEST:

By _____
Business Administrator

ACKNOWLEDGMENTS

STATE OF UTAH)
 : SS.
COUNTY OF WAYNE)

On the ____ day of _____, 2023, _____ and Tyler Newton personally appeared before me and did say that they are the President of the Board of Education and Business Administrator, respectively, of Wayne County School District, Utah, the governmental body described in, and which executed, the foregoing instrument, and that such instrument was signed on behalf of the Board of Education by _____ and Tyler Newton, by authority of a duly adopted resolution of the Board of Education.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

NOTARY PUBLIC
Residing at: _____, Utah

[SEAL]

My Commission Expires: _____

STATE OF UTAH)
 : SS.
COUNTY OF WAYNE)

On the ____ day of _____, 2023, _____ and Tyler Newton personally appeared before me and did say that they are the President and Secretary/Treasurer, respectively, of the Municipal Building Authority of Wayne School District, Utah, the Utah nonprofit corporation described in, and which executed, the foregoing instrument, and that such instrument was signed on behalf of such corporation by _____ and Tyler Newton, by authority of its bylaws and a duly adopted resolution of its Governing Board.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

NOTARY PUBLIC
Residing at: _____, Utah

[SEAL]

My Commission Expires: _____

SCHEDULE I

SCHEDULE OF BASE RENTAL PAYMENTS

DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT*	FISCAL TOTAL
------	---------------------	---------------------	--------------

* Subject to abatement or increase as provided in Section 4.01(a) of the Lease.

SCHEDULE II

OPTION PRICE SCHEDULE

OPTION PRICE SCHEDULE

OPTIONAL PURCHASE DATES

OPTION PRICE*

* Assumes that all Base Rental payments are paid when due.

EXHIBIT A

The portion of the High School Facilities constituting the Pledged Portion is shown below. The remainder of the High School Facilities constitutes the BoE Facilities.

[Attach Map of High School Facilities]

EXHIBIT B

The tracts of land constituting the School Site are located in Wayne County, State of Utah, and are more particularly described as follows:

EXHIBIT C

[FORM OF NOTICE OF EXTENSION OF TERM OF LEASE]

_____, as Trustee
under an Indenture of Trust, Mortgage,
Assignment of Lease Agreement and Security Agreement, dated as of
_____ 1, 2023, from the Municipal Building Authority of
Wayne School District, Utah

_____, _____
Attention: _____

Pursuant to Section 3.01 of that certain Master Lease Agreement, dated as of _____
1, 2023 (the "Lease"), between the Municipal Building Authority of Wayne School District, Utah
and the Board of Education of Wayne County School District, Utah (the "Lessee"), the Lessee
hereby declares that it has extended the term of the Lease for the Renewal Term (as defined in the
Lease) commencing July 1, _____ and ending July 30, _____.

The Lessee met in regular public session on _____ and appropriated funds
in the total amount of \$_____ sufficient for the purpose of paying the Base Rentals and
reasonably estimated Additional Rentals (as such terms are defined in the Lease) calculated as
provided in Section 4.01(b) of the Lease, to become due during the aforementioned Renewal Term.
Of the total amount appropriated, \$_____ was appropriated for the purpose of paying Base
Rentals and \$_____ was appropriated for the purpose of paying reasonably estimated Additional
Rentals.

DATED this ____ day of _____, 20____.

BOARD OF EDUCATION OF WAYNE COUNTY
SCHOOL DISTRICT, UTAH

By _____
Authorized Lessee Representative

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

Pursuant to motion duly made and carried, the meeting was adjourned.

MUNICIPAL BUILDING AUTHORITY OF WAYNE
SCHOOL DISTRICT, UTAH

By April Johnson
President

ATTEST:

By [Signature]
Secretary/Treasurer

STATE OF UTAH)
)
COUNTY OF WAYNE)

I, Tyler Newton, the duly chosen, qualified and acting Secretary/Treasurer of the Board of Directors (the “Board”) of Municipal Building Authority of Wayne School District, Utah (the “Authority”), do hereby certify that the foregoing is a full, true and correct copy of excerpts from the minutes of a regular a public meeting of the Board held at its regular meeting place, 101 East 200 North, Bicknell, Utah, within the Authority, on Wednesday, January 11, 2023, including a resolution adopted at the meeting, as recorded in the regular official book of minutes of the proceedings of the Board kept in my office, that all members of the Board were given due, legal and timely notice of the meeting, that the meeting therein shown was in all respects called, held and conducted in accordance with law and in full conformity therewith, and that the persons therein named were present at the meeting, as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary/Treasurer of the Municipal Building Authority of Wayne School District, Utah, at Bicknell, Utah, this 11th day of January, 2023.



Secretary/Treasurer

EXHIBIT A

[ATTACH COPY OF NOTICE OF PUBLIC MEETING]

Municipal Building Authority Meeting

Wednesday, January 11, 2023 Following Regular Board Meeting
Wayne High School, 265 N 400 W, Bicknell, UT 84715

I. Administration

1. Call to Order

II. Business Items

1. Consideration of a resolution approving bylaws and providing for related matters
2. Consideration of a resolution authorizing the issuance and sale of up to \$11,000,00 of Lease Revenue Bonds and providing for related matters

III. Adjournment

EXHIBIT B

[ATTACH COPY OF NOTICE POSTED ON THE UTAH PUBLIC NOTICE WEBSITE]

PUBLIC NOTICE WEBSITE

DIVISION OF ARCHIVES AND RECORDS SERVICE

Municipal Building Authority Meeting

General Information

Government Type:

Public School

Entity:

Wayne County School District

Public Body:

The Municipal Building Authority of Wayne School District

Notice Information

[Add Notice to Calendar](#)

Notice Title:

Municipal Building Authority Meeting

Notice Subject(s):

Schools , Bonds

Notice Type(s):

Meeting

Event Start Date & Time:

January 11, 2023 07:30 PM

Description/Agenda:

1. Administration
 - A. Call to Order
 2. Business Items
 - A. Consideration of a resolution approving bylaws and providing for related matters
 - B. Consideration of a resolution authorizing the issuance and sale of up to \$11,000,00 of Lease Revenue Bonds and providing for related matters
 3. Adjournment
-

Notice of Special Accommodations (ADA):

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Tyler Newton for accommodations at (435) 425-3813

Notice of Electronic or Telephone Participation:

Not Available

Meeting Information

Meeting Location:

265 N 400 N
Bicknell, UT 84715

[Show in Apple Maps](#)

[Show in Google Maps](#)

Contact Name:

PBM-00001697

Contact Email:

tyler.newton@waynesd.org

Contact Phone:

(435)425-3813

Notice Posting Details

Notice Posted On:

January 06, 2023 12:48 PM

Notice Last Edited On:

January 06, 2023 12:48 PM

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