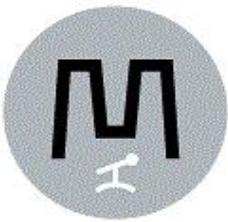




MURRAY
CITY COUNCIL

Council Meeting
April 15, 2025



Murray City Municipal Council

City Council Meeting Notice

April 15, 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Murray City Municipal Council will hold a City Council meeting beginning at 6:30 p.m. on Tuesday, April 15, 2025 in the Murray City Council Chambers located at Murray City Hall, 10 East 4800 South, Murray, Utah.

The public may view the Council Meeting via the live stream at www.murraycitylive.com or <https://www.facebook.com/Murraycityutah/>.

Meeting Agenda

6:30 p.m. **Council Meeting** – Council Chambers
Diane Turner conducting.

Opening Ceremonies

Call to Order
Pledge of Allegiance

Approval of Minutes

Council Meeting – March 18, 2025

Citizen Comments

Comments will be limited to three minutes, step to the microphone, state your name and city of residence, and fill out the required form.

Special Recognition

1. Murray City Employee of the Month, Cory Plant, Senior Center Recreation Director – Diane Turner, Brett Hales and Kim Sorensen presenting.
2. Consider a Joint Resolution of the Mayor and the Municipal Council of Murray City, Utah recognizing April 22, 2025 as Earth Day and encouraging environmental stewardship through community action and sustainable practices. Diane Turner and Mayor Hales presenting.

Special Presentation

1. Fiscal Year 2025-2026 Budget Address. Mayor Hales presenting.
2. Consider a resolution acknowledging receipt of the Fiscal Year 2025-2026 tentative budget from the Mayor and the Budget Officer and referring the Mayor's tentative budget for review and consideration to the Budget and Finance Committee of the Murray City Municipal Council. Mayor Hales presenting.

Consent Agenda

None scheduled.

Public Hearings

1. None scheduled.

Business Items

1. Consider a resolution of the Municipal Council (the "Council") of Murray City, Utah authorizing the issuance and sale of not more than \$25,000,000 aggregate principal amount of Electric Revenue Bonds, series 2025; (the "Series 2025 Bonds") fixing the maximum aggregate principal amount of the Series 2025 Bonds, the maximum number of years over which the Series 2025 Bonds may mature, the maximum interest rate which the Series 2025 Bonds may bear, and the maximum discount from par at which the Series 2025 Bonds may be sold; authorizing the publication of a notice of public hearing and bonds to be issued; providing for the running of a contest period; authorizing the execution by the Council of a general indenture of trust, a supplemental indenture of trust, a bond purchase contract, and other documents required in connection with the Series 2025 Bonds. Brenda Moore presenting.
2. Consider an ordinance amending Section 2.24.050, the Heading of Chapter 2.38, and Sections 2.38.010, 2.38.020, and 2.40.020 of the Murray City Municipal Code, changing all references from the Heritage Center to the Senior Recreation Center. G.L. Critchfield presenting.
3. Consider a resolution approving a Real Estate Disposition Agreement with Rockworth Companies for .76 Acres of Real Property Located at 48 East 4800 South Located in Murray, Salt Lake County, Utah. Chad Wilkinson presenting.

Mayor's Report and Questions

Adjournment

NOTICE

Supporting materials are available for inspection on the Murray City website at www.murray.utah.gov.

Special accommodations for the hearing or visually impaired will be made upon a request to the office of the Murray City Recorder (801-264-2663). We would appreciate notification two working days prior to the meeting. TTY is Relay Utah at #711.

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Council Member will be on speaker phone. The speaker phone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.

On Friday, April 18, 2025, at 9:00 a.m., a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Murray City Center, Murray, Utah. Copies of this notice were provided for the news media in the Office of the City Recorder. A copy of this notice was posted on Murray City's internet website www.murray.utah.gov, and the state noticing website at <http://pmn.utah.gov>.



Jennifer Kennedy
Council Executive Director
Murray City Municipal Council



MURRAY
CITY COUNCIL

Call to Order

Pledge of Allegiance



MURRAY
CITY COUNCIL

Council Meeting Minutes

**MURRAY CITY MUNICIPAL COUNCIL
COUNCIL MEETING**

Minutes of Tuesday, March 18, 2025

Murray City Hall, 10 East 4800 South, Council Chambers, Murray, Utah 84107

Attendance:

Council Members:

Paul Pickett	District #1
Pam Cotter	District #2 – Council Chair
Scott Goodman	District #3
Adam Hock	District #5 – Council Vice-Chair

Others:

Brett Hales	Mayor	Jennifer Kennedy	City Council Executive Director
Doug Hill	Chief Administrative Officer	Brooke Smith	City Recorder
G.L. Critchfield	City Attorney	Pattie Johnson	Council Administration
Brenda Moore	Finance Director	Joey Mittelman	Fire Chief
Rick Urban	Cottonwood Presbyterian Church	Ben Gray	IT
Kim Sorensen	Parks and Recreation Director	Rob White	IT Director
Katie Lindquist	Parks and Recreation Department	Citizens & Guests	
Rick Urban	Cottonwood Presbyterian Church		

Excused: Diane Turner – District #4.

Call to Order: 6:30 p.m. – Council Member Goodman

Approval of Minutes: Council Meeting, February 18, 2025.

MOTION: Ms. Cotter moved to approve, and Mr. Pickett SECONDED the motion. Voice vote taken, all “Ayes.”
Approved 4-0

Consent Agenda: Mayor Hales requested the following:

1. Consider confirmation of the Mayor’s reappointment of John Prestwich to the Public Safety Advisory Board for a term beginning February 1, 2025 through January 31, 2028.
2. Consider confirmation of the Mayor’s reappointment of Andrea Washburn to the Public Safety Advisory Board for a term beginning February 1, 2025 through January 31, 2028.

MOTION: Mr. Hock moved to approve the consent agenda. Mr. Pickett SECONDED the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	4-0

Public Hearings:

- Consider an ordinance enacting Chapter 3.58 of the Murray City Municipal Code relating to donations and sponsorships. Parks Director Kim Sorensen said the ordinance would now allow the Parks and Recreation Department to accept sponsorships or donations. The mayor would have full authority to accept donations or sponsorships under \$100,000 without City Council approval, providing that the finance director report donation amounts to the City Council on a quarterly basis. The ordinance does require Council approval to accept sponsorships or donations over \$100,000.

Mr. Sorensen said the Mayor would authorize naming rooms or features inside a City facility such as stages, ticket booths or concession stands. Naming an entire facility, park, golf course, or anything outside of a City building after the donor, requires City Council approval. Even a bench inside a facility can be named with mayoral approval. Mr. Sorensen reported that the Parks and Recreation Advisory Board unanimously supported the proposal.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Mr. Hock moved to approve the ordinance. Mr. Pickett SECONDED the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	4-0

- **Consider an ordinance enacting Chapter 3.60 of the Murray City Municipal Code relating to fees for use of preserving the Murray City Theater and Murray Park Amphitheater.** Mr. Sorensen said the ordinance would allow the City to charge a \$1 preservation fee per ticket for outdoor amphitheater events and a \$1 fee per ticket for Murray Theater tickets priced \$15 and under. A \$2 fee per ticket would be charged for Murray Theater tickets priced over \$15, and all fees would be excluded for complementary tickets, educational programming and free rehearsals.

Mr. Sorensen noted that Zions Public Finance, who determined the fees, also included a maximum preservation fee of \$4 in their report. He explained that after further discussion with the Parks and Recreation Advisory Board, the board voted unanimously to support the lower \$1 and \$2 fee amounts, with direction that fees be reevaluated in one year. He reminded the Council that the preservation fee was not intended to fully maintain or operate these facilities but would be set aside in a savings account to be used for needs not covered by the General Fund or during times of economic downturn.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

Mr. Hock asked how the advisory board concluded to support the lower fee amounts. Mr. Sorensen said their decision to support lower fees was due to comparing fees with other County venues and not wanting to charge an amount limiting those who could afford to attend the new venue.

Mr. Goodman asked if a percentage amount per ticket could be calculated in the future if necessary. Mr. Sorensen agreed they could do that, however the fee should not exceed the \$4 maximum.

MOTION: Mr. Pickett moved to approve the ordinance. Ms. Cotter SECONDED the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	4-0

- **Consider an ordinance amending Section 17.156.020 (C-N Commercial Neighborhood District) to allow Land Use No. 7410 "Sport Activities" as a permitted use.** Planning Manager Zac Smallwood said the

company Another Round Golf made the request to add sports activities as a land use category to the C-N zone. Mr. Smallwood said the Planning Commission held a public hearing on December 19, 2025 and voted 5-0 in favor of recommending approval and that City staff fully supported the amendment.

The public hearing was open for public comments. No comments were given, and the public hearing was closed.

MOTION: Ms. Cotter moved to approve the ordinance. Mr. Hock SECONDED the motion.

Council Roll Call Vote:

Mr. Hock	Aye
Mr. Pickett	Aye
Ms. Cotter	Aye
Mr. Goodman	Aye
Motion passed:	4-0

- **Consider an ordinance relating to Land Use; amends the Zoning Map from R-1-10 (Single Family Low-Density) to R-1-6 (Single Family Medium-Density) for the properties located at 1504 and 1508 East Vine Street, Murray City.** Mr. Smallwood said the land owner requested the rezone and shared the future land use map to confirm that the request was in compliance. He noted other properties in the area that were also zoned R-1-6, reviewed low density residential requirements and compared zoning standards of the existing R-1-10 to the requested R-1-6. He outlined four findings approved by the Planning Commission on December 19, 2025 who voted 5-0 in favor of forwarding approval to the City Council, which City staff also supported.

Mr. Pickett asked about plans to divide the parcels for allowing two additional homes. Mr. Smallwood confirmed two new dwellings could be constructed on four separate lots. Mr. Hock asked how the parcels would be divided to allow one driveway for four dwellings of equal size. Mr. Smallwood said a 39 foot access drive would be required down the center of the combined parcels to serve all four lots. Mr. Pourkazemi spoke confirm.

Mr. Pourkazemi said the large gate to the rear was there when he bought the property, he knew it was owned by the church and they gave him permission to use the gate and preferred the gate remain open. He said he had allowed gate access for the past 12 years and he had no plans to use it in the development and he believed they approved of his use of the back of his property.

Mr. Goodman asked about communication with the church. Mr. Pourkazemi said communication was open and church representatives were cooperative. Mr. Goodman expressed concern with the impact of construction on the neighborhood and church community.

Ms. Cotter asked about the church owned garden property. Mr. Smallwood said the large area to the south west was used for community gardening and a preschool located at the church.

The public hearing was open for public comments.

Rick Urbom – Cottonwood Heights Resident

Cottonwood Presbyterian Church member Mr. Urbom said the church did not oppose the rezone but had concerns with Mr. Pourkazemi using their parking lot illegally for transporting produce. In 1957 the Presbytery of Utah bought the five-acre property that included the fence and gate, but there was no legal easement to the Pourkazemi property like Mr. Pourkazemi believed. Mr. Urbom shared comments from the

church minister saying he would like to make it known that if the rezone is approved, the property will have the necessary setback needed to build the driveway through the center of his property for full access. This will remove the perceived need to access illegally through the church parking lot. There is no right of way on record for use of the access and the parking lot continues to be used illegally.

Jacob Perry – Murray Resident

Mr. Perry said he lived west of the property and shared a backyard with the community garden, he enjoyed organic tomatoes and fruit trees planted by Mr. Pourkazemi. He expressed concern about adding two more homes to the area, increasing the number of driveways on Vine Street that already has four driveways serving four homes. He felt the development would create more street parking, making it more difficult to access his mailbox, put his garbage cans out and make it would be more dangerous to exit his driveway onto Vine Street due to reduced visibility of traffic to the east and west.

The public hearing was closed.

Mr. Hock asked what could be done about the gate access issue. Mr. Smallwood said the dispute was a civil matter to be resolved between two private property owners. He addressed Mr. Goodman's concern about the construction process saying that the City's engineering department followed strict regulations regarding construction, so it would all take place on the site and not interfere with Vine Street traffic.

Mr. Pickett expressed the importance of focusing on the rezone request and not neighbor disputes regarding the gate and fencing. Mr. Hock agreed and said after visiting neighbors in the area, concerns were equally divided, many were supportive, many were not. Mr. Pickett pointed out that by allowing the rezone, two driveways accessing the property would be reduced to just one driveway because the four proposed dwellings would share one large driveway. Mr. Smallwood agreed.

MOTION: Mr. Hock moved to approve the ordinance. Ms. Cotter SECONDED the motion.

Council Roll Call Vote:

Mr. Hock	Nay
Mr. Pickett	Nay
Ms. Cotter	Nay
Mr. Goodman	Nay
Motion failed:	0-4

Mr. Hock felt the change would be too traumatic for the neighborhood. Mr. Pickett agreed. Mr. Goodman suggested that the planning division find a way to address the requests for flag lot projects that were becoming more common throughout the City.

Mayor's Report and Questions: Mayor Hales announced that an open house for the Murray Mansion would be held on May 2, 2025 and the Murray Armory would open on June 2, 2025.

Adjournment: 7:28 p.m.

Pattie Johnson
Council Office Administrator III



MURRAY
CITY COUNCIL

Citizen Comments

Limited to three minutes, unless otherwise approved by Council



MURRAY
CITY COUNCIL

Special Recognition



MURRAY
CITY COUNCIL

Special Recognition #1



MURRAY

City Council/Mayor

Employee of the Month - Cory Plant

Council Action Request

Council Meeting

Meeting Date: April 15, 2025

Department Director Jennifer Kennedy	Purpose of Proposal Employee of the Month recognition
Phone # 801-264-2622	Action Requested Informational only
Presenters Diane Turner Brett Hales Kim Sorensen	Attachments Recognition Form
Budget Impact	None
Description of this Item	See Employee of the Month Recognition Form
Required Time for Presentation	
Is This Time Sensitive	
No	
Mayor's Approval	
Date	
April 1, 2025	

EMPLOYEE OF THE MONTH RECOGNITION

DEPARTMENT:

DATE:

NAME of person to be recognized:

Submitted by:

DIVISION AND JOB TITLE:

YEARS OF SERVICE:

REASON FOR RECOGNITION:

COUNCIL USE:

Doug Hill



MURRAY
CITY COUNCIL

Special Recognition #2



MURRAY

City Council

Joint Resolution Recognizing Earth Day 2025

Council Action Request

Council Meeting

Meeting Date: April 15, 2025

Department Director Jennifer Kennedy	Purpose of Proposal Joint Resolution Recognizing Earth Day
Phone # 801-264-2622	Action Requested Approve the Joint Resolution
Presenters Diane Turner	Attachments Joint Resolution
Budget Impact	Description of this Item None
Required Time for Presentation	Consider a Joint Resolution of the Mayor and Municipal Council of Murray City recognizing April 22, 2025 as Earth Day.
Is This Time Sensitive	
No	
Mayor's Approval	
Date	
April 2, 2025	

JOINT RESOLUTION # 25-15

A JOINT RESOLUTION OF THE MAYOR AND THE MUNICIPAL COUNCIL OF MURRAY CITY, UTAH RECOGNIZING APRIL 22, 2025 AS EARTH DAY AND ENCOURAGING ENVIRONMENTAL STEWARDSHIP THROUGH COMMUNITY ACTION AND SUSTAINABLE PRACTICES

WHEREAS, Earth Day has been celebrated annually on April 22nd since 1970, serving as a global reminder of the need to protect the environment, promote sustainability, and take action to safeguard the planet for future generations; and

WHEREAS, Murray City recognizes that a healthy environment is essential for the well-being of its residents, and that environmental stewardship contributes to the community's quality of life, economic vitality, and long-term resilience; and

WHEREAS, Climate change, pollution, and habitat destruction present ongoing threats to ecosystems and public health, requiring coordinated efforts at the local, state, and national levels to reduce greenhouse gas emissions, protect natural resources, and encourage the use of renewable energy; and

WHEREAS, Murray City is committed to fostering environmental education and encouraging participation in initiatives such as recycling, water conservation, urban tree planting, and clean energy adoption; and

WHEREAS, Earth Day 2025 presents an opportunity to reaffirm our commitment to environmental stewardship; and

WHEREAS, The theme for Earth Day 2025, "**Our Power, Our Planet**" highlights the importance of innovative solutions, collaborative action, and equitable policies to ensure a healthier planet for all;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Murray City

1. That April 22, 2025, is hereby proclaimed as EARTH DAY in Murray City and the people of Murray City are encouraged to observe the day with educational programs, community service, and other appropriate activities; and
2. That Murray City commits to continuing efforts to advance environmental sustainability through resource management.

Passed, Approved and Adopted this 15th day of April, in the year 2025.

Murray City Corporation

Murray City Municipal Council

Mayor Brett A. Hales

Paul Pickett, District 1

Pam Cotter, District 2

Scott Goodman, District 3

ATTEST:

Diane Turner, District 4

Brooke Smith, City Recorder

Adam Hock, District 5



MURRAY
CITY COUNCIL

Special Presentation



MURRAY
CITY COUNCIL

Special Presentation #1



MURRAY

Mayor's Office

Mayor's Fiscal Year 2025-2026 Tentative Budget

Council Action Request

Council Meeting

Meeting Date: April 15, 2025

Department Director Mayor Brett Hales	Purpose of Proposal Present and submit the Mayor's Fiscal Year 2025-2026 Tentative Budget
Phone # 801-264-2513	Action Requested Acknowledge receipt by resolution
Presenters Mayor Brett Hales	Attachments Resolution acknowledging receipt of the budget The budget book will be handed out the day of the meeting
Required Time for Presentation 30Minutes	Budget Impact
Is This Time Sensitive Yes	Description of this Item The Mayor will present his fiscal year 2025-2026 budget. Following the presentation the City Council will consider a Resolution to acknowledge receipt of the budget.
Mayor's Approval 	
Date March 28, 2025	



MURRAY
CITY COUNCIL

Special Presentation #2



MURRAY

Mayor's Office

Mayor's Fiscal Year 2025-2026 Tentative Budget

Council Action Request

Council Meeting

Meeting Date: April 15, 2025

Department Director Mayor Brett Hales	Purpose of Proposal Present and submit the Mayor's Fiscal Year 2025-2026 Tentative Budget
Phone # 801-264-2513	Action Requested Acknowledge receipt by resolution
Presenters Mayor Brett Hales	Attachments Resolution acknowledging receipt of the budget The budget book will be handed out the day of the meeting
Required Time for Presentation 30Minutes	Budget Impact
Is This Time Sensitive Yes	Description of this Item The Mayor will present his fiscal year 2025-2026 budget. Following the presentation the City Council will consider a Resolution to acknowledge receipt of the budget.
Mayor's Approval 	
Date March 28, 2025	

RESOLUTION NO. _____

A RESOLUTION ACKNOWLEDGING RECEIPT OF THE FISCAL YEAR 2025-2026 TENTATIVE BUDGET FROM THE MAYOR AND THE BUDGET OFFICER AND REFERRING THE MAYOR'S TENTATIVE BUDGET FOR REVIEW AND CONSIDERATION TO THE BUDGET AND FINANCE COMMITTEE OF THE MURRAY CITY MUNICIPAL COUNCIL.

WHEREAS, Section 10-6-111 of the Utah Code requires that on or before the first regularly scheduled meeting of the governing body in May of the current fiscal year, the Mayor and the City's Budget Officer shall prepare the Mayor's tentative budget for each fund for which a budget is required for the ensuing fiscal year; and

WHEREAS, the Mayor and the City's Budget Officer, Brenda Moore, submitted the Mayor's tentative budget for fiscal year 2025-2026 on April 15, 2025 to the Murray City Municipal Council; and

WHEREAS, the Murray City Municipal Council wants to acknowledge receipt of the Mayor's tentative budget and refer it to the Budget and Finance Committee.

NOW, THEREFORE, be it resolved by the Murray City Municipal Council as follows:

1. It hereby acknowledges receipt of the fiscal year 2025-2026 Mayor's tentative budget from the Mayor and the City's Budget Officer, Brenda Moore, on April 15, 2025.
2. The submitted Mayor's tentative budget is hereby referred to the Budget and Finance Committee of the Murray City Municipal Council for review and consideration.

DATED this _____ day of April 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder



MURRAY
CITY COUNCIL

Business Items



MURRAY
CITY COUNCIL

Business Item #1



MURRAY

Council Action Request

Department/Agency **Finance & Administration**

Consider resolution authorizing the issuance of Bonds for Power

Council Meeting

Meeting Date: April 15, 2025

Department Director Brenda Moore	Purpose of Proposal Power Revenue Bond issuance
Phone # 801-264-2513	Action Requested Consideration of the bond resolution and set May 6 as the date of the public hearing.
Presenters Brenda Moore	Attachments Draft of the resolution & bond documents, powerpoint presentation
Required Time for Presentation 15 Minutes	Budget Impact
Is This Time Sensitive No	Description of this Item This resolution authorizes the City to enter into the appropriate contracts necessary in order for the City to issue Power Revenue bonds, within the parameters outlined below, to pay for the construction of multiple projects within the Power system.
Mayor's Approval	The bond parameters summary: Principal Amount : \$25,000,000 Maturity in Years: 30 years Sales Price: 98% (meaning you won't discount more than 2%) Interest Rate: 7% Designated Officer: Mayor and Finance Director
Date March 28, 2025	The parameters outlined are the worst case. They provide flexibility in amounts, and interest rates to help with debt structuring.

Continued from Page 1:

The Mayor and Finance Director, would be authorized to execute the contracts and agreements necessary to issue the City halls bonds at any level below the bond parameters listed above.

The City is using Stifel Public Finance as financial advisors and Gilmore & Bell as bond counsel on this debt issuance project.

This also includes a certification that the Utah opens records act was followed, and will be followed for the Public hearing.

Murray City, Utah

April 15, 2025

RESOLUTION NO. _____

A RESOLUTION OF THE MUNICIPAL COUNCIL (THE "COUNCIL") OF MURRAY CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$25,000,000 AGGREGATE PRINCIPAL AMOUNT OF ELECTRIC REVENUE BONDS, SERIES 2025; (THE "SERIES 2025 BONDS") FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2025 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2025 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2025 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2025 BONDS MAY BE SOLD; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING THE EXECUTION BY THE CITY OF A GENERAL INDENTURE OF TRUST, A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE CONTRACT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the Council" of the City desires to (a) finance capital improvements to the electrical systems of the City (the "System") and all related improvements (the "Project"), (b) fund any required debt service reserve fund, and (c) pay costs of issuance with respect to the Series 2025 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the City desires to issue the Series 2025 Bonds (to be issued from time to time, as one or more series, and with such other series or title designation(s) as may be determined by the City and the hereinafter described Designated Officers as appropriate), pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), this Resolution, a General Indenture of Trust, and a Supplemental Indenture of Trust (together, the "Indenture"), in substantially the forms presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the City desires to post a Notice of Public Hearing and Bonds to be Issued and to publish a notice of such hearing in compliance with the Act with respect to the Series 2025 Bonds; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Act, the Notice of Public Hearing and Bonds to Be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the Series 2025 Bonds and (c) initiates a 30-day contestability period in which any person of interest may contest the issuance of the Series 2025 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase contract (the “Bond Purchase Contract”), in substantially the form attached hereto as Exhibit C, to be entered into between the City and the underwriter or the purchaser (the “Underwriter/Purchaser”) selected by the City; and

WHEREAS, in order to allow the City and the Underwriter/Purchaser (with the consultation and approval of Stifel, Nicolaus & Company, Incorporated, acting as the City’s municipal advisor (the “Municipal Advisor”)) flexibility in setting the pricing date of the Series 2025 Bonds to optimize debt service costs to the City, the Council desires to grant to any one of the Mayor (including his/her designee or any Mayor pro tem) or the Finance Director of the City (each a “Designated Officer”) the authority to (a) determine whether all or a portion of the Series 2025 Bonds should be sold pursuant to a private placement or a public offering (including via a negotiated underwriting or public bid); (b) approve the principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2025 Bonds shall be sold; (c) select an Underwriter/Purchaser; and (d) make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the “Parameters”);

NOW, THEREFORE, it is hereby resolved by the Municipal Council of Murray City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project, (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2025 Bonds, the City hereby authorizes the issuance of the Series 2025 Bonds which shall be designated “Murray City, Utah Electric Revenue Bonds, Series 2025” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the initial aggregate principal amount of not to exceed \$25,000,000. The Series 2025 Bonds shall mature in not more than thirty (30) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed seven percent (7.00%) per annum, all as shall be approved by a Designated Officer in consultation with the City’s Municipal Advisor, all within the Parameters set forth herein.

Section 2. The Designated Officer is hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, pledged revenues, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2025 Bonds for and on behalf of the City, provided that such terms are within the Parameters set by this Resolution. The Designated Officer is hereby authorized to select the Underwriter/Purchaser for the Series 2025 Bonds. The selection of the method of sale via a private placement, negotiated underwriting, or competitive sale, the selection of the Underwriter/Purchaser and the determination of the final terms and redemption provisions for the Series 2025 Bonds by the Designated Officer shall be

evidenced by the execution of the Bond Purchase Contract, if the Series 2025 Bonds are sold at a private or negotiated underwriting sale, in substantially the form attached hereto as Exhibit C.

Section 3. The Indenture and the Bond Purchase Contract, in substantially the forms presented at this meeting and attached hereto as Exhibits B and C respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Indenture and a Bond Purchase Contract (as necessary), in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by a Designated Officer, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof.

Section 4. The Designated Officers and other appropriate officials of the City are authorized to make any alterations, changes, deletions, or additions to the Indenture, the Series 2025 Bonds, the Bond Purchase Contract or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2025 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Designated Officers or other appropriate officials on behalf of the City of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 5. The form, terms, and provisions of the Series 2025 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Series 2025 Bonds and to deliver said Series 2025 Bonds to the trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution. The Series 2025 Bonds shall recite that the Series 2025 Bonds are issued under the authority of the Constitution of the State of Utah, the Act and other applicable law.

Section 6. The Designated Officers and other appropriate officials of the City are hereby authorized and directed to execute and deliver to the trustee the written order of the City for authentication and delivery of the Series 2025 Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Series 2025 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2025 Bonds, the Bond Purchase Contract and the Indenture. No provision of this Resolution, the Indenture, the Series 2025 Bonds or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers (including, without limitation, tax and disclosure compliance policies) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. In accordance with the provisions of the Act, the City directs its officers and staff to cause a “Notice of Public Hearing and Bonds to be Issued” (the “Notice”), to be published in substantially the form hereinbelow. The City shall hold a public hearing on May 6, 2025 to receive input from the public with respect to the issuance of the Series 2025 Bonds and the potential economic impact that the improvements to be financed with the proceeds of the Series 2025 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after the Notice is posted (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended (“Utah Code”) (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City’s official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the City’s offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the initial date of publication thereof. The Notice shall be published in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), that on April 15, 2025, the Municipal Council (the “Council”) of Murray City, Utah (the “City”), adopted a resolution (the “Resolution”) authorizing the issuance of the City’s Electric Revenue Bonds, Series 2025 (the “Series 2025 Bonds”) (to be issued in one or more series and with such other series or title designation(s) as may be determined by the City) and called a public hearing to receive input from the public with respect to the issuance of the Series 2025 Bonds.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City shall hold a public hearing on May 6, 2025, at the hour of 6:30 p.m. at 10 East 4800 South Rm 160, Murray, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2025 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2025 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2025 BONDS

The Series 2025 Bonds will be issued for the purpose of (a) financing capital improvements to the electrical systems of the City (the “System”) and all related improvements (collectively, the “Project”), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Series 2025 Bonds.

REVENUES TO BE PLEDGED

The Series 2025 Bonds are special limited obligations of the City payable from the net revenues of the City's electric system (the "System").

PARAMETERS OF THE SERIES 2025 BONDS

The City intends to issue the Series 2025 Bonds in the aggregate principal amount of not more than Twenty Five Million Dollars (\$25,000,000), to mature in not more than thirty (30) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed seven percent (7.00%) per annum. The Series 2025 Bonds are to be issued and sold by the City pursuant to the Resolution, including as part of said Resolution, a General Indenture of Trust and a Supplemental Indenture of Trust (together, the "Indenture") which Indenture was before the Council and in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Council in such form and with such changes thereto as shall be approved by the Mayor or Mayor pro tem; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2025 Bonds will not exceed the maximums set forth above.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed Series 2025 Bonds, the City currently has no outstanding bonds secured by the net revenues of the System.

OTHER OUTSTANDING BONDS OF THE CITY

Information regarding all of the City's outstanding bonds may be found in the City's audited financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreports/s/>. For additional information more recent than as of the date of the Financial Report please contact Brooke Smith, City Recorder, at (801) 264-2662.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2025 Bonds, if held until maturity is \$46,757,763.

A copy of the Resolution and the form of the Indenture are on file in the office of the Murray City Recorder, 5025 South State Street, Murray, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday for a period of at least thirty (30) days from and after the 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 any person in interest shall have the right to contest the legality of the Resolution, the Indenture, or the Series 2025 Bonds, or any provision made for the security and payment of the Series 2025 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this April 15, 2025.

/s/ Brooke Smith

City Recorder

Section 10. The City hereby reserves the right to opt not to issue the Series 2025 Bonds for any reason.

Section 11. 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.

Section 12. Upon the issuance of the Series 2025 Bonds, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2025 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

APPROVED AND ADOPTED this April 15, 2025.

MURRAY CITY, UTAH
(SEAL)

Mayor

ATTEST:

City Recorder

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the Municipal Council adjourned.

(SEAL)

Mayor

ATTEST:

City Recorder

EXHIBIT A

CERTIFICATE OF RESOLUTION OF MUNICIPAL COUNCIL

EXHIBIT B
FORM OF INDENTURE

EXHIBIT C
FORM OF BOND PURCHASE CONTRACT

CERTIFICATE OF RESOLUTION OF MUNICIPAL COUNCIL
(April 15, 2025 Meeting)

The Municipal Council (“Council”) of Murray City, Utah (the “City”), met in regular public session on April 15, 2025, at its regular meeting place in Murray, Utah at 6:30 p.m. with the following members of the Council present:

	Chair
Pam Cotter	Council Member
Scott Goodman	Council Member
Adam Hock	Council Member
Paul Pickett Acevedo	Council Member
Diane Turner	Council Member

Also present:

Brooke Smith	City Recorder
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this April 15, 2025, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, Resolution No. _____ was introduced in written form, discussed in full, and pursuant to motion made by Councilmember _____ and seconded by Councilmember _____, adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair and recorded in the official records of the Municipal Council of Murray City, Utah.

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Brooke Smith, the undersigned City Recorder of Murray City, Utah (the "City"), do hereby certify, according to the records of the City 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 ("Utah Code"), I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time and place of the April 15, 2025, public meeting held by the Municipal Council of the City (the "Council") by causing a Notice, in the form attached hereto as Schedule 1,

- (i) to be posted at the Murray City principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;
- (ii) to be posted to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting; and
- (iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2025 Annual Meeting Schedule for the Municipal Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Municipal Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website, (b) on the City's official website, and (c) in a public location within the Murray City principal office that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 15, 2025.

(SEAL)

By: _____
City Recorder

ATTACHMENTS:

SCHEDULE 1 -- NOTICE OF MEETING

SCHEDULE 2 -- ANNUAL MEETING SCHEDULE

Proof of Publication of Notice of Bonds to be Issued

GENERAL INDENTURE OF TRUST

Dated as of [_____, 1], 2025

between

MURRAY CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

Relating to

MURRAY CITY, UTAH

ELECTRIC REVENUE BONDS

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EXHIBIT A FORM OF REQUISITION A-1

THIS GENERAL INDENTURE OF TRUST, dated as of [], 1], 2025, by and between MURRAY CITY, UTAH (the “Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its corporate trust office in Salt Lake City, Utah, as trustee (the “Trustee”),

W I T N E S S E T H:

WHEREAS, the Issuer desires to finance the capital improvements its electrical system, as further described herein (the “System”), including, but not limited to additions, extensions, buildings and other improvements to house and operate said facilities, to refund and retire existing obligations, to fund debt service reserves, and to pay issuance expenses to be incurred in connection with the issuance and sale of the Bonds herein authorized and defined; and

WHEREAS, the Issuer anticipates that the Revenues, after payment of Operation and Maintenance Expenses (the “Net Revenues”) will be sufficient to pay debt service on the Bonds issued hereunder; and

WHEREAS, the Net Revenues will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Initial Bonds (as herein defined) and the Issuer desires to pledge said Net Revenues toward the payment of the Principal and interest on said Bonds; and

WHEREAS, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and/or the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the “Act”), the Issuer is authorized to issue its bonds payable from a special fund into which the Net Revenues of the Issuer may be pledged;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof, the issuance by the Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and in order to secure the payment of the Principal of and premium, if any, and interest on the Bonds, of all Security Instrument Repayment Obligations according to their tenor and effect and of all Reserve Instrument Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds, in all Security Instrument Agreements and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto its successors in trust forever all right, title and interest of the Issuer in and to (i) the Net Revenues, (ii) all moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund), and (iii) all other rights hereinafter granted, first, for the further securing of the Bonds and all Security Instrument Repayment Obligations, and second, for the further security of all Reserve Instrument Repayment Obligations, subject only to

the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture and any Supplemental Indenture;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors and assigns in such trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust set forth in this Indenture, FIRST, for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds issued pursuant to and secured by this Indenture and all Security Instrument Issuers without privilege, priority or distinction as to the lien or otherwise of any Bond or Security Instrument Issuer over any other by reason of time of issuance, sale, delivery or maturity or expiration thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Indenture; and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the Principal and premium, if any, on the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, all Security Instrument Repayment Obligations, according to the true intent and meaning thereof and all Reserve Instrument Repayment Obligations, according to the true intent and meaning thereof, or shall provide, as permitted by this Indenture, for the payment thereof as provided in Article X hereof, 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 of this Indenture, then upon such final payments or provisions for such payments by the Issuer, this Indenture, and the rights hereby granted, shall terminate; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof, and the trusts and conditions upon which the Net Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions**. As used in this Indenture, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Accrued Amount” means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds, as established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds.

“Acquisition/Construction Fund” means the Murray City, Utah, Electric Revenue Acquisition/Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

“Act” means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended, each to the extent applicable.

“Additional Bonds” means all Bonds issued under this Indenture other than the Initial Bonds.

“Administrative Costs” means all Security Instrument Costs, Reserve Instrument Costs and Rebatable Arbitrage.

“Aggregate Annual Debt Service Requirement” means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specific period) on all Series of Bonds Outstanding or any specified portion thereof.

“Authorized Amount” means, with respect to a Commercial Paper Program, the maximum Principal amount of commercial paper which is then authorized by the Issuer to be outstanding at any one time pursuant to such Commercial Paper Program.

“Authorized Representatives” means the [Mayor, City Recorder or City Manager] or any other officer of the Issuer so designated in writing by an Authorized Representative of the Issuer to the Trustee.

“Average Aggregate Annual Debt Service” means the total of all Aggregate Annual Debt Service Requirements divided by the total Bond Fund Years of the Bonds Outstanding or any specified portion thereof.

“Balloon Bonds” means, unless otherwise provided in the related Supplemental Indenture, Bonds (and/or Security Instrument Repayment Obligations relating thereto), other than Bonds which mature within one year of the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due or, (b) at the option of the Owner thereof may be redeemed, during any period of twelve consecutive months; provided, however, that to constitute Balloon Bonds, the Issuer must so designate such Bonds.

“Bond Fund” means the Murray City, Utah, Electric Revenue Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

“Bond Fund Year” means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

“Bondholder,” “Bondowner,” “Registered Owner” or “Owner” means the registered owner of any Bonds herein authorized according to the registration books of the Issuer maintained by the Trustee as Registrar.

“Bonds” means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to this Indenture, including the Initial Bonds and any Additional Bonds.

“Business Day” means any day (i) (a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

“Capital Appreciation Bonds” means Bonds the interest on which (i) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds and designating them as Capital Appreciation Bonds, and (ii) is payable upon maturity or prior redemption of such Bonds.

“City Recorder” means the City Recorder of the Issuer and any deputy to the City Recorder or any successor to the duties of such office.

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

“Commercial Paper Program” means commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

“Corporate Trust Office” means the designated corporate trust office of the Trustee at which, at any particular time, its corporate trust business shall be administered, which at the date of execution of this Indenture is that specified in Section 11.4.

“Cost” or “Costs” or “Cost of Completion,” or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award of contracts;

- (b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;
- (c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;
- (d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;
- (e) interest expenses, including interest on the Series of Bonds relating to a Project, as permitted under the Act;
- (f) printing, engraving and other expenses of financing, fees of financial rating services and costs of issuing the Series of Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));
- (g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;
- (h) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;
- (i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;
- (j) cost of site improvements performed by the Issuer in anticipation of a Project;
- (k) moneys necessary to fund the funds created under this Indenture;
- (l) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any discount on bonds or other securities, and of any reserves for the payment of the Principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;
- (m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;
- (n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any bonds or other obligations, "Cost" includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), (i), (k), (l), (m) and (o) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

"Cross-over Date" means with respect to Cross-over Refunding Bonds the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

"Cross-over Refunded Bonds" means Bonds or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

"Current Interest Bonds" means all Bonds other than Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the Interest Payment Dates provided therefor in a Supplemental Indenture.

"Debt Service" means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds, plus (ii) the Principal Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (b) such Repayment Obligations then outstanding;

provided, however, for purposes of Section 2.13 hereof,

(1) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Bond Fund Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations as shall be established for this purpose in the opinion of the Issuer's municipal advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(2) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Bond Fund Year for any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate, in the opinion of the Issuer's municipal advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Bond Fund Year with respect to any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all Principal and interest payments that would be payable during such Bond Fund Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's municipal advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(5) when calculating interest payable on Bonds that are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Issuer with respect to such Paired Obligations; and

(6) amortization of Balloon Bonds may be assumed on a level debt service basis over a twenty-year period at the interest rate based on the Revenue Bond Index as last published in *The Bond Buyer*, provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists;

and further provided, that there shall be excluded from Debt Service (a) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that

Escrowed Interest or capitalized interest is available to pay such interest, (b) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, as amended, and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal, (c) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations and (d) all interest on Bonds to the extent of Direct Payments attributable to Debt Service on Outstanding Bonds or Additional Bonds proposed to be issued.

"Debt Service Reserve Fund" means the Murray City, Utah, Debt Service Reserve Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Debt Service Reserve Requirement" means with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (i) 10% of the proceeds of such Series of Bonds determined on the basis of original Principal amount (unless original issue premium or original issue discount exceeds 2% of original Principal, then determined on the basis of initial purchase price to the public), (ii) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (iii) 125% of the average annual Debt Service for such Series of Bonds; provided, however, that in the event any Series of Additional Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series of Bonds issued pursuant to the Indenture, then the portion of such Series of Bonds that remain Outstanding immediately after the issuance of such Additional Bonds and the portion of such Additional Bonds that is allocable to the refunding of such Series of Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two Series pro rata based upon the total Principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds, by a Reserve Instrument as herein provided or, if provided in the related Supplemental Indenture, may be accumulated over time. Each Account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

"Direct Obligations" means noncallable Government Obligations.

"Direct Payment Bonds" means the interest subsidy bonds issuable by the Issuer under Sections 54AA and 6431 of the Code and a "qualified bond" under Section 54AA(g)(2) of the Code or any other tax credit bonds of substantially similar nature which may be hereafter authorized.

"Direct Payments" means the interest subsidy payments received by the Issuer from the Internal Revenue Service pursuant to Section 6431 of the Code or other substantially similar programs with respect to Bonds issued hereunder.

“Escrowed Interest” means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code, in connection with the issuance of Refunding Bonds or Cross-over Refunding Bonds secured by such amounts or earnings on such amounts which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

“Event of Default” means with respect to any default or event of default hereunder any occurrence or event specified in and defined by Section 7.1 hereof.

“Fiscal Year” means the 12-month period beginning July 1 of each year and ending June 30 of the following year, or such other fiscal year of the Issuer as may be prescribed by law.

“Fitch” means Fitch Ratings.

“Governing Body” means the Municipal Council of the Issuer.

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

- (a) State and Local Government Series issued by the United States Treasury (“SLGS”);
- (b) United States Treasury bills, notes and bonds, as traded on the open market;
- (c) Zero Coupon United States Treasury Bonds; and
- (d) Any other direct obligations of or obligations unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as “REFCORP strips”).

“Impact Fees” means all impact fees received by the Issuer included in Revenues.

“Indenture” means this General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

“Initial Bonds” means the first Series of Bonds issued under this Indenture.

“Interest Payment Date” means the stated payment date of an installment of interest on the Bonds.

“Interest Rate Swap” means an agreement between the Issuer or the Trustee and a Swap Counterparty related to a Series of Bonds whereby (i) a variable rate cash flow (which may be subject to any interest rate cap) on a Principal or notional amount is exchanged for a fixed rate of return on an equal Principal or notional amount or (ii) a fixed rate cash flow on a Principal or notional amount is exchanged for a variable rate of return (which may be subject to any interest rate cap) on an equal Principal or notational amount. If the Issuer or the Trustee enters into more than one Interest Rate Swap with respect to a Series of Bonds, each Interest Rate Swap shall specify the same payment dates.

“Issuer” means Murray City, Utah, and its successors.

“Mayor” means the Mayor of the Issuer and any deputy to the Mayor or any successor to the duties of such office.

“Moody’s” means Moody’s Investors Service, Inc.

“Net Revenues” means the Revenues after provision has been made for the payment therefrom of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the System, whether incurred by the Issuer or paid to any other entity pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, including cost of audits hereinafter required, payment of promotional and marketing expenses and real estate brokerage fees, payment of premiums for the insurance hereinafter required, Administrative Costs and, generally all expenses, exclusive of depreciation (including depreciation-related expenses of any joint venture), any in-lieu of tax transfers to Issuer funds, interest expense for interfund loans from Issuer funds, and reimbursement to the Issuer for general overhead and administration of the Issuer, which under generally accepted accounting practices are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

“Other Available Funds” means for any year the amount available throughout the applicable year for transfer from the Rate Stabilization Fund to the Revenue Fund, as designated by the Issuer.

“Outstanding” or “Bonds Outstanding” means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to Article X of this Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

“Paying Agent” means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 6.6 and 11.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

“Pledged Bonds” means any Bonds that have been (i) pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations or (ii) purchased and held by a Security Instrument Issuer pursuant to a Security Instrument.

“Principal” means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case “Principal” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (ii) with respect to any Current Interest Bond, the Principal amount of such Bond payable at maturity.

“Principal Installment” means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a Principal amount equal to such unsatisfied balance of such Sinking Fund Installment and (ii) with respect to any Repayment Obligations, the Principal amount of such Repayment Obligations due on a certain future date.

“Project” means the acquisition, construction, and/or renovation of the System, or the acquisition of improvements and equipment (with an expected life beyond a current Fiscal Year) for use in the System.

“Put Bond” means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Bond and designating it as a “Put Bond.”

“Qualified Engineer” means any registered or licensed engineer or architect or engineer or firm of such engineers or architects and engineers generally recognized to be qualified in engineering matters relating to construction and maintenance of municipal electric systems. “Qualified Engineer” may include any registered or licensed engineer employed by the Issuer.

“Qualified Investments” means any of the following securities:

(a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America including: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Housing Administration; the Maritime Administration; General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA’s);

(c) Money market funds rated “AAAm” or “AAAm-G” or better by S&P and/or the equivalent rating or better of Moody’s (if so rated), including money market funds from which the Trustee or its affiliates derive a fee for investment advisory services to the fund;

(d) Commercial paper which is rated at the time of purchase in the single highest classification, P-1 by Moody's or A-1+ by S&P, and which matures not more than 270 days after the date of purchase;

(e) Bonds, notes or other evidences of indebtedness rated "AAA" by S&P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(f) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, including the Trustee and its affiliates, which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(h) Any other investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

"Rate Stabilization Fund" means the Rate Stabilization Fund of the Issuer to be held by the Issuer and administered pursuant to Section 5.12 hereof.

"Rating Agency" means Fitch, Moody's or S&P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued hereunder at the request of the Issuer. If any such Rating Agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

"Rating Category" or "Rating Categories" mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebatable Arbitrage" means with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial Rebate Calculation Date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

"Rebate Fund" means the Murray City, Utah, Electric Revenue Rebate Fund created in Section 3.8 hereof to be held by the Trustee and administered pursuant to Section 5.8 hereof.

“Register” means the record of ownership of the Bonds maintained by the Registrar.

“Registrar” means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the registrar for the Bonds pursuant to Sections 2.6, 6.5 and 11.5 hereof, and any additional or successor registrar appointed pursuant hereto.

“Regular Record Date” means unless otherwise provided by Supplemental Indenture for a Series of Bonds, the fifteenth day of the month immediately preceding each Interest Payment Date.

“Regulations” and all references thereto shall mean and include applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

“Remarketing Agent” means a remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

“Repair and Replacement Fund” means the Murray City, Utah, Electric Revenue Repair and Replacement Fund created in Section 3.7 hereof to be held by the Issuer and administered pursuant to Section 5.7 hereof.

“Repair and Replacement Reserve Requirement” means the amount or amounts from time to time required under each Supplemental Indenture to be on deposit in the Repair and Replacement Fund.

“Repayment Obligations” means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

“Reserve Instrument” means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a Series of Bonds. The term “Reserve Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

“Reserve Instrument Agreement” means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

“Reserve Instrument Costs” means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

“Reserve Instrument Coverage” means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

“Reserve Instrument Fund” means the Murray City, Utah, Electric Revenue Reserve Instrument Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

“Reserve Instrument Limit” means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of Principal of the applicable Series of Bonds.

“Reserve Instrument Provider” means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

“Reserve Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement (including the Supplemental Indenture authorizing the use of such Reserve Instrument) to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

“Revenue Fund” means the Murray City, Utah, Electric Revenue Fund created in Section 3.2 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

“Revenues” means all revenues, fees (including connection fees and Impact Fees to the extent such Impact Fees can legally be used for the purposes financed hereunder), Direct Payments, income, rents and receipts received or earned by the Issuer from or attributable to the ownership and operation of the System (including proceeds of business interruption insurance), together with all interest earned by and profits derived from the sale of investments made with the income and revenues.

“S&P” means S&P Global Ratings.

“Security Instrument” means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term “Security Instrument” includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a “Security Instrument” for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

“Security Instrument Agreement” means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

“Security Instrument Costs” means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

“Security Instrument Issuer” means any bank or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

“Security Instrument Repayment Obligations” means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

“Series” means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

“Sinking Fund Account” means the Murray City, Utah, Electric Revenue Sinking Fund Account of the Bond Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

“Sinking Fund Installment” means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

“Special Record Date” means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

“State” means the State of Utah.

“Supplemental Indenture” means any indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of Article IX hereof.

“Swap Counterparty” means a member of the International Swap Dealers Association rated in one of the three top Rating Categories by at least one of the Rating Agencies and meeting the requirements of applicable laws of the State.

“Swap Payments” means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable to the Swap Counterparty by the Issuer. Swap Payments do not include any Termination Payments.

“Swap Receipts” means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable for the account of the Issuer by the Swap Counterparty. Swap Receipts do not include amounts received with respect to the early termination or modification of an Interest Rate Swap.

“System” means the Issuer’s electric system, together with any additions, repairs, renewals, replacements, expansions, extensions and improvements to said System, or any part thereof, hereafter acquired or constructed, and together with all lands, easements, interests in land, licenses and rights of way of the Issuer and all other works, property, structures, equipment of the Issuer and contract rights and other tangible and intangible assets of the Issuer now or hereafter owned or used in connection with, or related to said System.

“Term Bonds” means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

“Termination Payments” means the amount payable to the Swap Counterparty by the Issuer with respect to the early termination or modification of an Interest Rate Swap. Termination Payments may only be payable from and secured by Net Revenues after payment of all amounts then due pursuant to the Indenture.

“Trustee” means Zions Bancorporation, National Association, or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

“Utah Code” means Utah Code Annotated 1953, as amended.

“Variable Rate Bonds” means, as of any date of calculation, Bonds, the interest on which for any future period of time, is to be calculated at a rate which is not susceptible to a precise determination.

“Year” means any twelve consecutive month period.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance, delivery, maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security Instrument Repayment Obligations over any others, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or

times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3 Construction. This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (a) The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.
- (b) Words in the singular number include the plural, and words in the plural include the singular.
- (c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.
- (d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.
- (e) The titles or headlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

ARTICLE II

THE BONDS

Section 2.1 Authorization of Bonds. There is hereby authorized for issuance hereunder Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate Principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate Principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2 Description of Bonds; Payment.

(a) Each Series of Bonds issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, each Series of Bonds shall be in the denomination of Five Thousand Dollars (\$5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on each Interest Payment Date.

(b) Each Series of Bonds issued under the provisions hereof shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of such Series, shall be payable on the days, shall be stated to mature on

the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. Each Series of Bonds shall be designated “[Taxable] Electric Revenue [Refunding] Bonds, Series _____,” in each case inserting the year in which the Bonds are issued and, if necessary, an identifying Series letter.

(c) Both the Principal of and the interest on the Bonds shall be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the Registrar hereinafter provided for as the Registered Owner thereof (i) by check or draft mailed on the Interest Payment Date to the Registered Owner at his address as it appears on such registration books or to owners of \$1,000,000 or more in aggregate Principal amount of Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account located in the United States designated by the Registered Owner in written instructions furnished to the Trustee no later than the Regular Record Date for such payment or (ii) as otherwise specified in the related Supplemental Indenture. Unless otherwise specified in the related Supplemental Indenture, the interest on Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and will be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The Principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof or as provided in Section 2.6 hereof at the Corporate Trust Office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3 Execution; Limited Obligation. Unless otherwise specified in the related Supplemental Indenture, the Bonds of any Series shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of

moneys attributable to the Bond proceeds or other funds created hereunder and held by the Trustee (except the Rebate Fund) or the income from the temporary investment thereof) and Other Available Funds. The Bonds shall be a valid claim of the Registered Owners thereof only against the Net Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Net Revenues shall be used for no other purpose than to pay the Principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized herein or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The provisions of this Section 2.3 relating to the execution of Bonds may be changed as they apply to the Bonds of any Series by the Supplemental Indenture authorizing such Series of Bonds.

Section 2.4 Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds, and deliver them upon the order of the Issuer to the purchasers thereof (or hold them on their behalf) upon the payment by the purchasers to the Trustee for the account of the Issuer of the purchase price therefor. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application thereof. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the related Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy, duly certified by the City Recorder, of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds.

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's Governing Body approving the execution and delivery of the instruments specified in Section 2.4(c)(i) herein and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings.

(iii) A request and authorization to the Trustee of the Issuer to authenticate such Series of Bonds in the aggregate Principal amount therein specified and deliver them to purchasers therein identified upon payment to the Trustee, for account of the Issuer, of the sum specified therein.

(iv) An opinion of bond counsel dated the date of authentication of such Series of Bonds substantially to the effect that (a) the Issuer has authorized the execution and delivery of this Indenture and this Indenture has been duly executed and delivered by the Issuer and is a valid and binding obligation of the Issuer; (b) this Indenture creates a valid pledge on the Net Revenues; and (c) the Bonds of such Series are valid and binding special obligations of the Issuer, provided that such opinion may contain limitations acceptable to the purchaser of such Series of Bonds.

(d) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Security Instruments (or may substitute one Security Instrument for another) with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith.

(e) The Issuer may provide by Supplemental Indenture for the issuance and delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith.

(f) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; provided that any obligation of the Issuer to pay the purchase price of any such Put Bonds shall not be secured by a pledge of Revenues on a parity with the pledge contained in Section 6.2 hereof. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents, tender agents or other agents as the Issuer may determine.

(g) The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the Issuer deems appropriate, including:

(i) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (i) the Security Instrument Issuer shall be deemed to be the Owner of the Outstanding Bonds of such Series (a) when the approval, consent or action of the Bondholders for such Series of Bonds is required or may be exercised under the Indenture and (b) following an Event of Default and (ii) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent.

(ii) In the event that the Principal and redemption price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the Issuer to the Bondholders of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondholders in accordance with the terms of such Security Instrument.

(iii) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

(h) The Issuer may provide for the execution of an Interest Rate Swap in connection with any Series of Bonds issued hereunder if so provided in the Supplemental Indenture. The obligation of the Issuer to pay Swap Payments may be secured with (a) a lien on the Net Revenues on a parity with the lien thereon of Debt Service on the related Bonds (as more fully described in Section 5.2 herein) and may be net of Swap Receipts or (b) a subordinate lien on the Net Revenues and may be net of Swap Receipts. Such obligations may also be secured by other legally available moneys of the Issuer, all as established in the Supplemental Indenture for the related Series of Bonds. Termination Payments may only be payable from and secured by Net Revenues after payment of all amounts then due pursuant to the Indenture.

Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds. Except as may be otherwise provided in the related Supplemental Indenture, in the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, Series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, or an affidavit of an officer of the Bondholder attesting to such loss, theft or destruction, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in connection therewith. Any Bond issued pursuant to this Section 2.5 shall be deemed part of the Series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6 Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Upon the occurrence of an Event of Default which would require any Security Instrument Issuer to make payment under a Security Instrument Agreement, the Registrar shall make such registration books available to the Security Instrument Issuer. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in

whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation (or otherwise provided in the Supplemental Indenture), accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Bond at the Corporate Trust Office of the Trustee (or as otherwise provided in the related Supplemental Indenture), duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate Principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate Principal amount of Bonds of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

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

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Trustee as Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7 Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at such times and upon such terms as shall be fixed by such Supplemental Indenture. Except as otherwise provided in a Supplemental Indenture, if fewer than all Bonds of a Series are to be redeemed, the particular maturities of such Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the Issuer. If

fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in accordance with Section 2.9 hereof, to be redeemed shall be selected by the Trustee randomly in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Section 2.8 Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the Paying Agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

- (i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;
- (ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of, and interest rate on, such Bonds;
- (iii) in the case of partial redemption of any Bonds, the respective Principal amounts thereof to be redeemed;
- (iv) the date of mailing of redemption notices and the redemption date;
- (v) the redemption price;
- (vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (vii) the place where such Bonds are to be surrendered for payment, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, simultaneous with the mailed notice to Registered Owners, to the Municipal Securities Rulemaking Board and all registered securities depositories (as reasonably determined by the Trustee) then in the business of holding substantial amounts of obligations of types comprising the Bonds. Such further notice shall

contain the information required in clause (a) above. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

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

(d) If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the Principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date.

(f) Any notice mailed or as otherwise provided in the related Supplemental Indenture shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(g) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in Principal amount equal to the unredeemed portion of such Bond will be issued or as otherwise provided in the related Supplemental Indenture.

Section 2.9 Partially Redeemed Fully Registered Bonds. Unless otherwise specified in the related Supplemental Indenture, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate Principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than the minimum denomination of such Series specified herein or in the related Supplemental Indenture to be redeemed will be in the Principal amount of such minimum denomination or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of such

minimum denomination which is obtained by dividing the Principal amount of such Bonds by such minimum denomination.

Section 2.10 Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the Principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within five years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section 2.11 are subject to the provisions of Title 67, Chapter 4a, Utah Code Annotated 1953, as amended.

Section 2.12 Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13 Issuance of Additional Bonds. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Revenues senior to the pledge of Net Revenues for the payment of the Bonds and the Security Instrument Repayment Obligations herein authorized shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable on a parity with the Bonds and the Security Instrument Repayment Obligations herein authorized out of Net Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This Section 2.13(a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Net Revenues plus Other Available Funds for any Year, less any Direct Payments, for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 125% of the sum of the Aggregate Annual Debt Service Requirement on all Bonds Outstanding for said Year; and provided, however, that such Net Revenue coverage test set forth in this Subsection (b) shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder, (ii) the Average Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining Average Aggregate Annual Debt Service for the Bonds being refunded therewith and (iii) the maximum Aggregate Annual Debt Service Requirement for such Additional Bonds is less than or equal to the maximum Aggregate Annual Debt Service Requirement for the Bonds being refunded therewith; and

(c) In the case of Additional Bonds issued to finance a Project, the Issuer shall have delivered to the Trustee a certificate from an Authorized Representative:

(i) setting forth the Estimated Net Revenues as herein described (assuming, if applicable, the completion of the Project, or any portion thereof, financed with proceeds of the Additional Bonds) either:

(A) for each of the two Bond Fund Years succeeding the latest estimated date of completion of the Project, or any portion thereof, if proceeds of the Additional Bonds are used to fund interest during the construction period, or

(B) if (A) is not the case, for the then current Bond Fund Year and each succeeding Bond Fund Year to and including the second Bond Fund Year succeeding the latest estimated date of completion of the Project, or any portion thereof; and

(ii) verifying that the Estimated Net Revenues as shown in (i) above for each of such Bond Fund Years, less any Direct Payments, plus Other Available Funds are not less than 125% of the Aggregate Annual Debt Service Requirement for each of such Bond Fund Years with respect to all of the Bonds and Additional Bonds which would then be Outstanding (after taking into account any Principal reductions resulting from regularly scheduled Principal or sinking fund redemption payments) and the Additional Bonds so proposed to be issued.

For purposes of this Section 2.13(c), "Estimated Net Revenues" shall be determined by the Authorized Representative as follows:

(A) The total Net Revenues of the System for any Year in the 24 months immediately preceding the authentication and delivery of the Additional Bonds shall first be determined. For purposes of these calculations, Revenues may be adjusted to give full effect to rate increases implemented prior to the issuance of the Additional Bonds.

(B) Next, the additional Net Revenues, if any, resulting from the Project, or any portion thereof, financed with the proceeds of the Additional Bonds will be estimated by a Qualified Engineer for the applicable Bond Fund Years as determined in Section 2.13(c)(i)(A) or (B) above.

(C) The Estimated Net Revenues will be the sum of the Net Revenues as calculated in (A) above, less any Direct Payments, plus 80% of the estimated additional Net Revenues as calculated in (B) above.

(iii) Provided, however, that such Qualified Engineer's certificate set forth in this Subsection (c) may instead be delivered by an Authorized Representative in the event that the Issuer is not relying upon the Estimated Net Revenues in order to meet the Net Revenue coverage test set forth in Subsection (b) above.

(d) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(e) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder, or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance) and/or (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance), or any other purpose permitted by law.

Section 2.14 Form of Bonds. The Bonds of each Series and the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations as may be necessary, desirable, authorized and permitted hereby.

Section 2.15 Covenant Against Creating or Permitting Liens. Except for the pledge of Net Revenues to secure payment of the Bonds and other Repayment Obligations hereunder, the Net Revenues are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Net Revenues subordinate to that of the Bonds and Repayment Obligations.

Section 2.16 Perfection of Security Interest. (a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues.

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Acquisition/Construction Fund. There is hereby created and ordered established in the custody of the Trustee the Acquisition/Construction Fund. There is hereby created and ordered established in the custody of the Trustee a separate account within the Acquisition/Construction Fund for each Project to be designated by the name of the applicable Project or Series of Bonds and, if applicable, a separate account for each Series of Bonds and for all grant moneys or other moneys to be received by the Issuer for deposit in the Acquisition/Construction Fund.

Section 3.2 Creation of Revenue Fund. The Issuer shall create and establish with the Issuer the Revenue Fund. For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.3 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee the Bond Fund.

Section 3.4 Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund the Sinking Fund Account.

Section 3.5 Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee the Debt Service Reserve Fund.

Section 3.6 Creation of Reserve Instrument Fund. There is hereby created and ordered established in the custody of the Trustee the Reserve Instrument Fund.

Section 3.7 Creation of Repair and Replacement Fund. There is hereby created and ordered established in the custody of the Issuer the Repair and Replacement Fund.

Section 3.8 Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee the Rebate Fund.

Section 3.9 Creation of Rate Stabilization Fund. There is hereby created and ordered established in the custody of the Issuer the Rate Stabilization Fund. For accounting purposes, the Rate Stabilization Fund may be redesignated by different account name by the Issuer from time to time.

Section 3.10 Creation of Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article III until such funds or accounts shall be utilized as provided in a Supplemental Indenture. The Issuer may, by Supplemental Indenture, authorize the creation of additional funds and additional accounts within any funds the Trustee may create.

ARTICLE IV

APPLICATION OF BOND PROCEEDS

Upon the issuance of each Series of Bonds, the proceeds thereof shall be deposited as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Acquisition/Construction Fund.

(a) So long as an Event of Default shall not have occurred and be continuing and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Acquisition/Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three Business Days (or within such longer period as is reasonably required to liquidate investments in the Acquisition/Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer in substantially the form as Exhibit A attached hereto, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon audited, itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Acquisition/Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall not be required to verify the application of any payments from the Acquisition/Construction Fund or to inquire into the purposes for which disbursements are being made from the Acquisition/Construction Fund.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate executed by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Section 5.1(c) herein shall state that there is a claim or claims in controversy which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Acquisition/Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 5.1, any balance remaining in the applicable account in the Acquisition/Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund, to be applied, (i) toward the redemption of the Series of Bonds issued to finance such Project or (ii) to pay Principal and/or interest next falling due with respect to such Series of Bonds.

Section 5.2 Application of Revenues.

(a) Unless otherwise provided herein, all Revenues shall be deposited in the Revenue Fund and shall be accounted for by the Issuer separate and apart from all other moneys of the Issuer.

(b) As a first charge and lien on the Revenues, the Issuer shall cause to be paid from the Revenue Fund from time to time as the Issuer shall determine, all Operation and Maintenance Expenses of the System as the same become due and payable, and thereupon such expenses shall be promptly paid.

(c) As a second charge and lien on the Revenues, i.e. from the Net Revenues, the Issuer shall, on or before the first day of each month, transfer and deposit into the Bond Fund, from the Revenue Fund, an amount equal to:

(i) approximately one-sixth (or one-twelfth in the event the Supplemental Indenture provides that interest on the Bonds authorized thereunder is payable annually instead of semiannually) of the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds; provided, however, that in the event that less than six (or twelve, if applicable) months will transpire prior to the first Interest Payment Date following the issuance of a Series of Bonds, the Issuer shall transfer an amount equal to a fraction the numerator of which is One and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds; plus

(ii) approximately one-twelfth of the Principal and premium and Sinking Fund Installments, if any, falling due on the next succeeding Interest Payment Date established for the Bonds on which Principal is due; provided, however, that in the event Principal on a Series of Bonds is due on the first Interest

Payment Date following the issuance of such Series, the Issuer shall deposit an amount equal to a fraction the numerator of which is one and the denominator of which is the number of full months to transpire prior to such Interest Payment Date times the amount of Principal and premium and Sinking Fund Installment, if any, due on such Interest Payment Date.

(In lieu of monthly payments, a Supplemental Indenture may provide for semiannual payments to the Bond Fund, in which case the date of payment to the Trustee of an amount equal to the Principal of, premium, if any, and interest falling due on the Bonds on the next succeeding Interest Payment Date shall be not less than fifteen days prior to said Interest Payment Date.)

(d) As a third charge and lien on the Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) (on a parity basis), the Issuer shall make the following transfers to the Trustee on or before the fifteenth day prior to each Interest Payment Date:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required hereby, and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein, and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund, or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the Issuer shall deposit Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with twelve (12) substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(d)(ii) hereof) of remaining Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) if less than the amount necessary; and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of an interest payment period, such amount of the remaining Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund), or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(d)(i) hereof) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such interest payment period transfer or deposit of Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve

Instrument Coverage to equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

(e) As a fourth charge and lien on the Net Revenues (and, if applicable any amounts on deposit in the Rate Stabilization Fund), the Issuer shall deposit in the Repair and Replacement Fund any amount required hereby and by any Supplemental Indenture to accumulate therein the Repair and Replacement Reserve Requirement. In the event that the amount on deposit in the Repair and Replacement Fund shall ever be less than the Repair and Replacement Reserve Requirement for the Bonds then Outstanding (or, after the issuance of Additional Bonds, the amount required to be on deposit therein), from time to time, the Issuer shall deposit to the Repair and Replacement Fund from the Revenue Fund all remaining Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) of the System after payments required by Sections 5.2(b), 5.2(c) and 5.2(d) herein have been made until there is on deposit in the Repair and Replacement Fund an amount equal to the Repair and Replacement Reserve Requirement. Subject to the provisions of Section 5.2(f) herein, this provision is not intended to limit, and shall not limit, the right of the Issuer to deposit additional moneys in the Repair and Replacement Fund from time to time as the Issuer may determine.

(f) Subject to making the foregoing deposits, the Issuer may use the balance of the Net Revenues accounted for in the Revenue Fund for any of the following:

- (i) redemption of Bonds;
- (ii) refinancing, refunding, or advance refunding of any Bonds;
- (iii) for transfer to the Rate Stabilization Fund; or
- (iv) for any other lawful purpose.

Section 5.3 Use of Bond Fund. The Issuer may direct the Trustee, pursuant to a Supplemental Indenture, to create an account within the Bond Fund for a separate Series of Bonds under the Indenture.

(a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:

- (i) accrued interest received upon the issuance of any Series of Bonds;
- (ii) all moneys payable by the Issuer as specified in Section 5.2(c) hereof;
- (iii) any amount in the Acquisition/Construction Fund to the extent required by or directed pursuant to Section 5.1(f) hereof upon completion of a Project;

(iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 5.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 7.4 hereof and as provided in this Section 5.3 and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;

(ii) on or before each Principal Installment due date, the amount required to pay the Principal Installment due on such due date; and

(iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity with the payments to be made with respect to Principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds. If payment is so made on Pledged Bonds held for the benefit of the Security Instrument Issuer, a corresponding payment on the Security Instrument Repayment Obligation shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay Principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (1) all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding); (2) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations in accordance with their respective terms; and (3) the fees, charges and

expenses of the Trustee, the Paying Agent and any other amounts required to be paid hereunder or under any Supplemental Indenture and under any Security Instrument Agreement and under any Reserve Instrument Agreement; all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 5.4 Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the Principal of such Term Bonds.

Section 5.5 Use of Debt Service Reserve Fund. Except as otherwise provided in this Section 5.5 and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall either be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof, (ii) deposited from available Net Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section 5.5, the Issuer is required, pursuant to Section 5.2(d) hereof and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event funds on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments applicable to such Series are in effect, the Trustee shall immediately make a demand for payment on such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in Section 5.2(d)(ii) herein.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds are Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to the Series of Bonds for which such Reserve Instrument was obtained.

The Issuer may, upon obtaining approving opinion of bond counsel to the effect that such transaction will not adversely affect the tax-exempt status of any Outstanding Bonds, replace any amounts required to be on deposit in the Debt Service Reserve Fund with a Reserve Instrument.

Section 5.6 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement.

Section 5.7 Use of Repair and Replacement Fund. All moneys in the Repair and Replacement Fund may be drawn on and used by the Issuer for the purpose of (a) paying the cost of unusual or extraordinary maintenance or repairs of the System; (b) paying the costs of any renewals, renovation, improvements, expansion or replacements to the System; and (c) paying the cost of any replacement of buildings, lines, equipment and other related facilities, to the extent the same are not paid as part of the ordinary and normal expense of the operation of the System.

Funds shall be deposited at least semi-annually from available Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) in such amounts as may be required from time to time by each Supplemental Indenture until the Repair and Replacement Fund has an amount equivalent to the Repair and Replacement Requirement. Any deficiencies below the Repair and Replacement Requirement shall be made up from Net Revenues (and, if applicable, any amounts on deposit in the Rate Stabilization Fund) of the System available for such purposes. Funds at any time on deposit in the Repair and Replacement Fund in excess of the amount required to be maintained therein may, at any time, be used by the Issuer for any lawful purpose.

Section 5.8 Use of Rebate Fund.

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are

Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding required rebate deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the required rebate deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such required rebate deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the rebate to be paid to the United States at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any rebate over to the United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by this Section 5.8 and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by this Section 5.8.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section 5.8. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that (notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section 5.8 may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income of interest on the Bonds or the status of the Bonds as entitled to Direct Payments, if applicable.

Section 5.9 Investment of Funds. Any moneys in the Bond Fund, the Acquisition/Construction Fund, the Reserve Instrument Fund, the Rebate Fund or the Debt Service Reserve Fund shall, at the discretion and written authorization of the Issuer's Authorized Representative, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund and the Reserve Instrument Fund may only be invested in Qualified Investments having a maturity date one year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Acquisition/Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 5.5 hereof. All moneys in the Revenue Fund may, at the discretion of the Issuer, be invested by the Issuer in Qualified Investments.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Section 5.9. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee hereunder.

The Issuer may invest the amounts on deposit in the Repair and Replacement Fund as permitted by applicable law.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered "arbitrage bonds" within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder, or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 5.10 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to

lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 5.8 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the Principal of, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable hereunder.

Section 5.11 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

Section 5.12 Use of Rate Stabilization Fund. The Issuer may create and maintain the Rate Stabilization Fund as a separate fund of the Issuer. The Rate Stabilization Fund may be funded by the Issuer from any legally available funds of the Issuer and/or may be funded by the Issuer from amounts transferred from the Revenue Fund as provided in Section 5.2(f)(iii). The Issuer may, from time to time, designate all or a portion of the amounts on deposit in the Rate Stabilization Fund as Other Available Funds (as described in the definition thereof). Except for amounts designated as provided in the immediately preceding sentence (for the year so designated), amounts on deposit in the Rate Stabilization Fund may be used by the Issuer for any lawful purpose. To the extent that amounts on deposit in the Revenue Fund are insufficient in any year for any of the purposes thereof the Issuer covenants that, to the extent amounts are on deposit in the Rate Stabilization Fund, to transfer amounts from the Rate Stabilization Fund to the Revenue Fund to cover any such insufficiency.

ARTICLE VI

GENERAL COVENANTS

Section 6.1 General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder, Security Instrument Issuer and Reserve Instrument Provider as follows:

(a) While any of the Principal of and interest on the Bonds are outstanding and unpaid, or any Repayment Obligations are outstanding, any resolution or other enactment of the Governing Body of the Issuer, applying the Net Revenues for the payment of the Bonds and the Repayment Obligations shall be irrevocable until the Bonds and/or any Repayment Obligations have been paid in full as to both Principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or the Repayment Obligations which would in any way jeopardize the timely payment of Principal or interest when due. Furthermore, the rates, for all services supplied by the System to the Issuer and to its inhabitants and to all rate payers within or without the boundaries of the Issuer, shall be sufficient to pay the Operation and Maintenance Expenses for the System, and to provide Net Revenues for each Bond Fund Year which when added to the Other Available Funds for such year (less Direct Payments) shall equal

not less than 125% of the Aggregate Annual Debt Service Requirement for such year, plus an amount sufficient to fund the Debt Service Reserve Fund for the Bonds in the time, rate and manner specified herein. There shall be no free electric service, and such rates shall be charged against all users of the System, excluding the Issuer. The Issuer agrees that should its annual financial statement made in accordance with the provisions of Section 6.1(d) disclose that during the period covered by such financial statement the Net Revenues and Other Available Funds were not at least equal to the above requirement, the Issuer shall request that a Qualified Engineer, independent accountant, or other independent financial consultant make recommendations as to the revision of the rates, charges and fees and that the Issuer on the basis of such recommendations will revise the schedule of rates, charges and fees and further revise Operation and Maintenance Expenses so as to produce the necessary Net Revenues and Other Available Funds as herein required.

(b) The Issuer will maintain the System in good condition and operate the same in an efficient manner.

(c) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider shall have a right, in addition to all other rights afforded it by the laws of the State, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge or collect reasonable rates for services supplied by the System sufficient to meet all requirements hereof and of any applicable Reserve Instrument Agreement.

(d) So long as any Principal and interest payments of the Bonds are Outstanding, or any Repayment Obligations are outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the Net Revenues and the System, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider.

All expenses incurred in compiling the information required by this Section 6.1 shall be regarded and paid as an Operation and Maintenance Expense.

Section 6.2 Lien of Bonds; Equality of Liens. The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Net Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a lien on the Net Revenues and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments, it being the intention of the Issuer that there shall be no priority among the Bonds or

the Security Instrument Repayment Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Net Revenues, or (iii) funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Section 6.3 Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued hereunder, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and meaning hereof and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations are payable solely from the Net Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which Net Revenues are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds, this Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Section 6.4 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein, and in any and every Bond, Security Instrument Agreement and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.5 List of Bondholders. The Trustee will keep on file at its Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in Principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.6 Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds hereunder, but only to the extent such funds are made available to the Issuer from Bond proceeds or other Funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Corporate Trust Office

of the Trustee, or its successor in trust hereunder, or at the principal corporate trust office of said alternate Paying Agents.

Section 6.7 Tax Exemption of Bonds and Direct Payments. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in this Section 6.7 as "tax-exempt Bonds." Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includable in gross income for purposes of federal income taxes then in effect.

The Mayor and City Recorder are hereby authorized and directed to execute such certificates as shall be necessary to establish that tax-exempt Bonds or entitled to Direct Payments issued hereunder are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150-1 through 1.150-2 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includable in gross income for purposes of federal income taxation, (ii) will not take any action that would jeopardize the Direct Payments on Bonds issued under this Indenture, (iii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includable in gross income for purposes of federal income taxation, (iv) will not omit to take or cause to be taken, in timely manner, any action, which omission would jeopardize the Direct Payments on Bonds issued under this Indenture, and (v) will, to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for purposes of federal income taxation of interest on tax-exempt Bonds and the Direct Payments on any Direct Payment Bonds issued under this Indenture.

Section 6.8 Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 6.9 Management of System. The Issuer, in order to assure the efficient management and operation of the System and to assure each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition.

Section 6.10 Use of Legally Available Moneys. Notwithstanding any other provisions hereof, nothing herein shall be construed to prevent the Issuer from (i) paying all or any part of the Operation and Maintenance Expenses from any funds available to the Issuer for such purpose, (ii) depositing any funds available to the Issuer for such purpose in any account in the Bond Fund for the payment of the interest on, premium, if any, or the Principal of any Bonds issued under provisions hereof or for the redemption of any such Bonds, or (iii) depositing any funds available to the Issuer for such purpose in the Reserve Instrument Fund for the payment of any amounts payable under any applicable Reserve Instrument Agreement.

Section 6.11 Payment of Taxes and Other Charges. The Issuer covenants that all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon the System or upon any part thereof or upon any income therefrom will be paid when the same shall become due, that no lien or charge upon the System or any part thereof or upon any Revenues thereof, except for the lien and charge thereon created hereunder and securing the Bonds, will be created or permitted to be created ranking equally with or prior to the Bonds (except for the lien of the parity lien thereon of Additional Bonds issued from time to time hereunder and under Supplemental Indentures hereto), and that all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or any part thereof or upon the Revenues thereof will be paid or discharged, or adequate provision will be made for the payment or discharge of such claims and demands within 60 days after the same shall accrue; provided, however, that nothing in this Section 6.11 shall require any such lien or charge to be paid or discharged or provision made therefor so long as the validity of such lien or charge shall be contested in good faith and by appropriate legal proceedings.

Section 6.12 Insurance. The Issuer, in its operation of the System, will self-insure or carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Bond Fund.

Section 6.13 Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the Governing Body of the Issuer or any official thereof.

Section 6.14 Covenant Not to Sell. The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial Net Revenue generating part thereof, including any and all extensions and additions that may be made thereto, until all Principal of and interest on the Bonds, and all Repayment Obligations, have been paid in full, except as follows:

(a) The Issuer may sell any portion of said property which shall have been replaced by other property of like kind and of at least equal value. The Issuer may sell, lease, abandon, mortgage, or otherwise dispose of any portion of the property which shall cease to be necessary for the efficient operation of the System the disposition of which will not, as reasonably determined by the Governing Body of the Issuer, result in a material reduction in Net Revenues in any year; and the value of which, as reasonably determined by the Governing Body of the Issuer (together with any other property similarly disposed of within the 12 calendar months preceding the proposed disposition) does not exceed 10% of the value of the System assets, provided, however, that in the event of any sale or lease as aforesaid, the proceeds of such sale or lease not needed to acquire other System property shall be paid into the Bond Fund.

(b) The Issuer may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right does not impede the operation of the System; and any payment received by the Issuer under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Revenues.

Section 6.15 Billing Procedure. The Issuer shall submit billing for services rendered at least once every month to persons who are liable for the payment of charges for such services, and shall require that each such bill be paid in full as a unit, and refuse to permit payment of a portion without payment of the remainder. Any amount thereof which is not paid within twenty (20) days from the date it is mailed to said persons shall be deemed delinquent and shall be subject to a penalty of 10% (as such penalty may be modified from time to time by ordinance of the Issuer). If any billing remains delinquent past the 25th day of the month after said billing is sent, electric services shall be subject to shutoff.

Section 6.16 Annual Budget. Prior to the beginning of each Fiscal Year the Issuer shall prepare and adopt a budget for the System for the next ensuing Fiscal Year. At the end of the first six months of each Fiscal Year, the Issuer shall review its budget for such Fiscal Year, and in the event actual Revenues, Operation and Maintenance Expenses or other requirements do not substantially correspond with such budget, the Issuer shall prepare an amended budget for the remainder of such Fiscal Year. The Issuer also may adopt at any time an amended budget for the remainder of the then current Fiscal Year.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1 Events of Default. Each of the following events is hereby declared an “Event of Default”:

- (a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or
- (b) if payment of the Principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or
- (c) if the Issuer shall, in the reasonable opinion of any Registered Owner of not less than 50% in aggregate Principal amount of the Bonds then Outstanding hereunder, for any reason be rendered incapable of fulfilling its obligations hereunder; or
- (d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or
- (e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or
- (f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer’s property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or
- (g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or
- (h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

- (i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section 7.1, and such Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer (1) by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding hereunder or (2) as otherwise provided in a Supplemental Indenture; or
- (j) any event specified in a Supplemental Indenture as constituting an Event of Default.

Section 7.2 Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to Section 8.1 hereof, may pursue any available remedy by suit at law or in equity to enforce the payment of the Principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer hereunder.

If an Event of Default shall have occurred, and if requested so to do by (i) Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, and if indemnified as provided in Section 8.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 7.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

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

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.3 Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, unless a Supplemental Indenture provides otherwise, either (i) the

Registered Owners of a majority in aggregate Principal amount of the Bonds then Outstanding, (ii) the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, 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 7.4 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee and any other outstanding fees and expenses of the Trustee relating to its duties under this Indenture, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the Principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on 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 hereof), in the order of their due dates, and the Principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the Principal component of any Security Instrument Repayment Obligations due on any particular date, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then

due and unpaid upon the Bonds and Security Instrument Repayment Obligations, 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 or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(iii) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of Principal paid on such dates shall cease to accrue.

Section 7.5 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder 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 proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 7.6 Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section 7.6, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 8.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of 25% in aggregate Principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer

shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing herein contained shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the Principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Section 7.7 Termination of Proceedings. In case the Trustee, any Registered Owner or any Security Instrument Issuer shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8 Waivers of Events of Default. Except as may be otherwise provided in the related Supplemental Indenture, subject to Section 8.1(g) hereof, the Trustee may in its discretion, waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate Principal amount of all the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in respect of which an Event of Default in the payment of Principal and interest exist, or (b) a majority in aggregate Principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the Principal of any Bonds at the date that a Principal Installment is due, 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, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of Principal and premium, if any, when due 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 proceeding 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 Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.9 Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, Reserve Instrument Providers and the Security Instrument Issuers.

ARTICLE VIII

THE TRUSTEE

Section 8.1 Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform such duties and only 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.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant hereto upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Registered Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 8.1(g) herein, or of which by said Paragraph it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 7.1(a) or (b), unless the Trustee shall be specifically notified in writing of such Default by the Issuer, a Security Instrument Issuer or by the Registered Owners of at least 25% in the aggregate Principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the Corporate Trust Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview hereof, any showing, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they

were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers, pursuant to the provisions of this Indenture, unless such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers shall have offered to the Trustee security or indemnity acceptable to the Trustee against the costs, expenses and liabilities which may be incurred therein or thereby.

(n) The Trustee shall not be required to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers.

Section 8.2 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or Principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred, for actions it takes related to the Event of Default. The Trustee's rights under this Section 8.2 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.3 Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of an Event of Default be given to the Trustee as in said Section provided, then the Trustee shall give written notice thereof by registered or certified mail or sent by facsimile to all Security Instrument Issuers or to Registered Owners of all Bonds then Outstanding shown on the registration books of the Bonds kept by the Trustee as Registrar for the Bonds, as applicable.

Section 8.4 Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate Principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section 8.4 are subject to the approval of a court of competent jurisdiction.

Section 8.5 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, Security Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Section 8.7 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 8.8 Appointment of Successor Trustee; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer (or, if an Event of Default exists, by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners). Every successor Trustee appointed pursuant to the provisions of this Section 8.8 or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than \$50,000,000.

Each Reserve Instrument Provider and Security Instrument Issuer shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 8.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII shall be filed or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10 Trustee Protected in Relying Upon Indenture, Etc. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11 Successor Trustee as Trustee, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for Principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 8.12 Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 8.12 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended hereby to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee, but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 8.13 Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the funds and accounts held by the Trustee hereunder during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Reserve Instrument Provider requesting the same. On or before the end of the month following each Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's independent auditor representations as to the accuracy of the facts contained in the financial reports concerning the transactions described herein that were delivered by the Trustee during the Bond Fund Year just ended.

Section 8.14 Indemnification. To the extent permitted by law and subject to the provisions of Section 8.1(a) of this Indenture, the Issuer shall indemnify and save Trustee harmless against any liabilities it may incur in the exercise and performance of its powers and duties hereunder, other than those due to its own negligence or willful misconduct. The indemnification provided to the Trustee under this Section 8.14 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.15 Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under this Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

Section 8.16 Direct Payment Authorization. The Issuer hereby authorizes and directs the Trustee to take all necessary actions, if applicable, to effectively carry out the duties required to apply for and accept Direct Payments from the Internal Revenue Service on behalf of the Issuer under Sections 54AA and 6431 of the Code or such other tax provisions of substantially similar nature which may be hereafter authorized, including, but not limited to, filing and signing IRS Form 8038-CP, receiving the Direct Payment on the Issuer's behalf, and using such Direct Payment to pay Debt Service on the Bonds. For fixed rate bonds, the Trustee shall file the 8038-CP at least 60 days (but not more than 90 days) before the relevant Interest Payment Date (unless otherwise directed by a change in regulations). For variable rate bonds, the Trustee shall file the 8038-CP for reimbursements in arrears within 25 days after the last Interest Payment Date within the quarterly period for which reimbursement is being requested (unless otherwise directed by a change in regulations). The Issuer hereby covenants that it will deposit the Direct Payments with the Trustee for use in paying Debt Service on the Bonds.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners, Reserve Instrument Providers or Security Instrument Issuers, enter into an indenture or indentures supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.13 hereof;
- (b) To cure any ambiguity or formal defect or omission herein;
- (c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without its consent;
- (d) To subject to this Indenture additional Revenues or other revenues, properties, collateral or security;
- (e) To provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Title 15, Chapter 7 of the Utah Code, or any successor provisions of law;
- (f) To make any change which shall not materially adversely affect (determined as if there were no Security Instrument in place) the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Provider, requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;
- (g) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the Funds established hereunder to the United States of America or (C) to establish or maintain the Direct Payments related to any Series of Bonds;

(h) If the Bonds affected by any change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(i) If the Bonds affected by any change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(j) Unless otherwise provided by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project, (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds and (3) a certificate of the Issuer to the effect that such amendment will not adversely affect the Issuer's ability to comply with the provisions of the Indenture; and

(k) To correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct.

Section 9.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 9.1 hereof and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Registered Owners of 66 2/3% in aggregate Principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any indenture supplemental hereto; provided, however, that nothing in this Section 9.2 contained shall permit or be construed as permitting (a) an extension of the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the Principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established hereunder applicable to any Bonds without the consent of the Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate Principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then Outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action

to be taken. In addition, no supplement hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 9.1 hereof, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.2, the Trustee, shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 2.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Corporate Trust Office of the Trustee for inspection by all Bondholders. At the time such notices are mailed by the Trustee, the Issuer may, but is not required to, designate a reasonable time period for receipt of such consents and shall include such requirement in the notices sent to the Bondholders. If the Bondholders of not less than 66 2/3% in aggregate Principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as is in this Article IX permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 9.3 Opinion of Counsel as to Supplemental Indenture. In executing any Supplemental Indenture, the Trustee shall receive and will be fully protected in conclusively relying upon an opinion of counsel stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture and is the legal, valid and binding obligation of the Issuer, enforceable against it in accordance with its terms.

ARTICLE X

DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the Principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of any Security Instrument Agreements, Reserve Instrument Agreements, as applicable, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise

subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the Principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this Article X when payment of the Principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to Principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Direct Obligations.

Any discharge of the lien of the Indenture shall also be subject to any applicable terms of a related Supplemental Indenture.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding Paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

- (a) stating the date when the Principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);
- (b) directing the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to the provisions of this Indenture; and
- (c) if the Bonds to be redeemed will not be redeemed within 90 days of such deposit, directing the Trustee to mail, as soon as practicable, in the manner prescribed by Article II hereof, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by this Article X has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article X and stating the maturity or redemption date upon which moneys are to be available for the payment of the Principal or redemption price, if applicable, on said Bonds as specified in Subparagraph (a) above.

Any moneys so deposited with the Trustee as provided in this Article X may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to this Article X which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys

deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay Principal and interest on the Bonds when due and payable.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article X, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article X for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to this Article X for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article X shall be made without the consent of the Registered Owner of each Bond affected thereby.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers 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, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution. The amount of Bonds held by any person executing such instrument as a Registered Owner of Bonds and the fact, amount and numbers of the Bonds held by such person and the date of his holding the same shall be proved by the registration books of the Trustee.

Section 11.2 Limitation of Rights. 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 Registered Owners of the Bonds, any Security Instrument Issuer and any Reserve Instrument Provider, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and the Reserve Instrument Providers as herein provided.

Section 11.3 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 11.4 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by registered or certified mail or sent by facsimile addressed as to it at 10 East 4800 South Rm 160, Murray Utah 84107, Attention: Mayor, or to such address as the Issuer may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by registered or certified mail or sent by facsimile addressed to it at Zions Bancorporation, National Association, One South Main Street, 12th Floor, Salt Lake City, Utah 84133, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Issuer.

Section 11.5 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as principal Paying Agent and Registrar for and in respect to the Bonds.

Section 11.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Applicable Law. THIS INDENTURE SHALL BE GOVERNED EXCLUSIVELY BY THE APPLICABLE LAWS OF THE STATE.

Section 11.8 Immunity of Officers and Directors. No recourse shall be had for the payment of the Principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 11.9 Holidays. If any date for the payment of Principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 11.10 Effective Date. This Indenture shall become effective upon the issuance and delivery of the Initial Bonds.

Section 11.11 Compliance with Act. It is hereby declared by the Issuer's Governing Body that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

MURRAY CITY, UTAH, as Issuer

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Trust Officer

EXHIBIT A

FORM OF REQUISITION

Re: Murray City, Utah, Electric Revenue Bonds, _____ in the sum of \$ _____

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

You are hereby authorized to disburse from the Series _____ Account of the Acquisition/Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT: \$ _____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the Series _____ Account of the Acquisition/Construction Fund based upon audited, itemized claims substantiated in support thereof (evidence of such support not herein required by the Trustee), is justly due and owing and constitutes a Cost of a Project and has not been the basis for a previous withdrawal.

The amount remaining in the Series _____ Account of the Acquisition/Construction Fund after such disbursement is made, together with the amount of unencumbered Net Revenues, if any, which the Issuer reasonably estimates will be deposited in the Series _____ Account of the Acquisition/Construction Fund during the period of construction of the Project from the investment of moneys on deposit in the Series _____ Account of the Acquisition/Construction Fund, will, together with any other moneys lawfully available or expected to be lawfully available for payment of the Cost of the Project and after payment of the amount requested in said requisition, be sufficient to pay the Cost of Completion for the Project in

accordance with the plans and specifications therefor then in effect; it being understood that no moneys from the Series _____ Account of the Acquisition/Construction Fund may be expended unless, after giving effect thereto, the funds remaining in the Series _____ Account of the Acquisition/Construction Fund, together with such other funds and income and lawfully available moneys, are sufficient to pay the Cost of Completion for the Project.

DATED: _____

By: _____

Its: _____

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____], 1, 2025

by and between

MURRAY CITY, UTAH

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee

Supplementing the
General Indenture of Trust
Dated as of [_____], 1, 2025

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust, dated as of [____], 1, 2025, by and between Murray City, Utah, a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah (the “Issuer”) and Zions Bancorporation, National Association, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of [____], 1, 2025 (the “General Indenture”) with the Trustee; and

WHEREAS, the Issuer now desires to issue its \$[____] Electric Revenue Bonds, Series 2025 (the “Series 2025 Bonds”) to (i) finance capital improvements to the Issuer’s electric system and all related improvements (collectively, the “Series 2025 Project”) and (ii) pay costs of issuance; and

WHEREAS, the Series 2025 Bonds will be authorized, issued and secured under the General Indenture as supplemented by this First Supplemental Indenture of Trust (the “First Supplemental Indenture,” and collectively with the General Indenture, and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), and the General Indenture which authorizes the issuance of Bonds, the Issuer has the authority to issue bonds for the purposes set forth above; and

WHEREAS, the execution and delivery of the Series 2025 Bonds and of this First Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2025 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2025 Bonds, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Series 2025 Bonds, to secure the Security Instrument Issuers of Security Instruments for the Series 2025 Bonds, and of all Reserve Instrument Providers of Reserve Instruments for the Series 2025 Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time and the issuance of the Reserve Instrument by the Reserve Instrument Provider, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this First Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented pursuant to its terms, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors in trusts and its assigns forever, to the extent provided in the General Indenture, as amended and

supplemented pursuant to its terms, all right, title and interest of the Issuer in and to (i) the Net Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Series 2025 Bonds and Security Instrument Issuers of Security Instrument for any Series 2025 Bonds without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond over any other Bond, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1. Supplemental Indenture. This First Supplemental Indenture is supplemental to and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2. Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, when used herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

“Cede” means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

“Dated Date” means with respect to the Series 2025 Bonds the date of their initial delivery.

“DTC” means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

“Interest Payment Date” means, with respect to the Series 2025 Bonds, each [_____] and [_____], commencing [_____].

“Issuer” means Murray City, Utah.

“[Purchaser/Underwriter]” means [_____].

“Register” means the record of ownership of the Series 2025 Bonds maintained by the Registrar.

“Series 2025 Acquisition/Construction Account” means the account established within the Acquisition/Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2025 Bonds shall be deposited as provided herein.

“Series 2025 Bonds” means the Murray City, Utah, Electric Revenue Bonds, Series 2025 authorized herein.

“Series 2025 Debt Service Reserve Requirement” means, with respect to the Series 2025 Bonds, an amount equal to [\$0].

“Series 2025 Project” means the construction of improvements to the Issuer’s System and all related improvements.

ARTICLE II

ISSUANCE OF THE SERIES 2025 BONDS

Section 2.1. Principal Amount, Designation and Series. The Series 2025 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance the Series 2025 Project and (ii) pay costs incurred in connection with the Series 2025 Bonds. The Series 2025 Bonds shall be limited to \$[_____] in aggregate principal amount, shall be issued in fully registered form, in denominations of \$1,000 or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto, and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2025 Bonds shall be designated as and shall be distinguished from the Bonds of all other series by the title, “Electric Revenue Bonds, Series 2025.”

Section 2.2. Date, Maturities and Interest. The Series 2025 Bonds shall be dated as of the Dated Date, shall mature on [_____] in the years and in the amounts set forth below and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from and including their Dated Date or unless, as shown by the records of the Trustee, interest on the Series 2025 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Series 2025 Bonds shall bear interest from and including their Dated Date, payable on each Interest Payment Date at the rates per annum as set forth below:

<u>Maturity</u> (_____)	<u>Principal Amount</u>	<u>Interest Rate</u>
	\$	%

Principal and interest payments which are not made within 15 days of when they are due will bear interest at the Default Rate from and after such due date until paid in full. Interest on the Series 2025 Bonds shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Principal and premium, if any, shall be due and payable at maturity or prior redemption upon surrender of the Series 2025 Bond at the designated corporate trust office of Trustee and Paying Agent or its successors, or alternatively the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached hereto as Exhibit C) that the Series 2025 Bond has been lost, stolen, mutilated or destroyed. Interest on the Series 2025 Bonds shall be payable by wire, or check via certified mail, to the Registered Owner at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when wired or mailed via certified mail to the Registered Owner. Both principal and interest shall be payable in lawful money of the United States of America.

Section 2.3. [Optional Redemption]. The Series 2025 Bonds maturing on or prior to [_____] are not subject to redemption prior to maturity. The Series 2025 Bonds maturing on or after [_____], are subject to redemption at the option of the Issuer on [_____], and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2025 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.]

[add Mandatory Sinking Fund Redemption as needed]

Section 2.4. Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2025 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2025 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2025 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2025 Bonds.

Section 2.5. Delivery of Bonds. The Series 2025 Bonds when executed, registered and authenticated as provided herein and by law, shall be delivered by the Issuer to the [Purchaser/Underwriter] upon payment of the purchase price thereof.

Section 2.6. Designation of Registrar. Zions Bancorporation, National Association, Salt Lake City, Utah is hereby designated as Registrar for the Series 2025 Bonds, acceptance of which appointment shall be evidenced by a written acceptance form from the Registrar.

Section 2.7. Designation of Paying Agent. Zions Bancorporation, National Association, Salt Lake City, Utah is hereby designated as Paying Agent for the Series 2025 Bonds, acceptance of which appointment shall be evidenced by a written acceptance form from the Paying Agent.

Section 2.8. Limited Obligation. The Series 2025 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Net Revenues (except to the extent paid out of moneys attributable to the Series 2025 Bond proceeds or other funds created hereunder or under the Indenture (excluding the Rebate Fund) or the income from the temporary investment thereof).

Section 2.9. Book Entry System.

(a) Except as provided in paragraphs (b) and (c) of this Section 2.9, the Registered Owner of all Series 2025 Bonds shall be, and the Series 2025 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.9, "DTC"). Payment of the interest on any Series 2025 Bonds shall be made in accordance with the provisions of this First Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(b) The Series 2025 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2025 Bonds. Upon initial issuance, the ownership of each such Series 2025 Bonds shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2025 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2025 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2025 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2025 Bonds,

including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2025 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2025 Bonds for all purposes whatsoever, including (but not limited to) (1) payment of the principal or redemption price of, and interest on, each Series 2025 Bonds, (2) giving notices of redemption and other matters with respect to such Series 2025 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2025 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2025 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this First Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this First Supplemental Indenture, the word "Cede" in this First Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9 and notwithstanding any other provisions of this First Supplemental Indenture, the Series 2025 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(c) (i) DTC may determine to discontinue providing its services with respect to the Series 2025 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2025 Bonds under applicable law.

(ii) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2025 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2025 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2025 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2025 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2025 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2025 Bonds be registered in the registration books kept by the Registrar in the name of

Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2025 Bonds.

(iii) Upon the termination of the services of DTC with respect to the Series 2025 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2025 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2025 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2025 Bonds certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2025 Bonds.

(iv) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2025 Bonds is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2025 Bonds and all notices with respect to such Series 2025 Bonds shall be made and given, respectively, to DTC.

(v) In connection with any notice or other communication to be provided to Holders of Series 2025 Bonds registered in the name of Cede pursuant to this First Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.10. Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Net Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2025 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Net Revenues.

Section 2.11. Series 2025 Bonds as Initial Bonds; Delivery to [Purchaser/Underwriter]. The Series 2025 Bonds are issued as Initial Bonds under the Indenture. It is hereby determined that the Series 2025 Bonds shall be authenticated and delivered to the account of the [Purchaser/Underwriter] upon compliance with the General Indenture and the Bond Purchase Contract.

ARTICLE III

APPLICATION OF PROCEEDS AND FUNDS AND ACCOUNTS

Section 3.1. Creation of Series 2025 Accounts. There is hereby established with the Issuer a Series 2025 Account within the Acquisition/Construction Fund and a Series 2025 Cost of Issuance Account.

Section 3.2. Application of Proceeds of the Series 2025 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2025 Bonds representing the principal amount of the Series 2025 Bonds and the Trustee shall deposit such proceeds as follows:

(a) \$[_____] into the Series 2025 Acquisition/Construction Account; and

(b) the remaining amount shall be deposited into the Series 2025 Cost of Issuance Account to be held by the Trustee under this Supplemental Indenture and to be used to pay costs of issuance of the Series 2025 Bonds.

Section 3.3. Series 2025 Acquisition/Construction Account. Disbursements of moneys in the Series 2025 Acquisition/Construction Account shall be made in accordance with the terms of Section 5.1 of the General Indenture.

Section 3.4. Cost of Issuance Account. The costs of issuance shall be paid by the Trustee from the Series 2025 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request signed by an Authorized Representative of the Issuer in substantially the form of Exhibit B attached hereto. Any unexpended balance remaining in the Series 2025 Cost of Issuance Account ninety (90) days after delivery of the Series 2025 Bonds shall be paid to the Bond Fund.

Section 3.5. [No Series 2025 Debt Service Reserve Requirement. There is no Debt Service Reserve Requirement with respect to the Series 2025 Bonds.]

Section 3.6. Series 2025 Bonds as Initial Bonds; Delivery to the [Purchaser/Underwriter]. The Series 2025 Bonds are Initial Bonds under the Indenture. It is hereby determined that the Series 2025 Bonds shall be authenticated and delivered to the account of the [Purchaser/Underwriter] upon compliance with the General Indenture and the Bond Purchase Contract.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE

Section 4.1. Confirmation of General Indenture. As supplemented by this First Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this First Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

ARTICLE V

MISCELLANEOUS

Section 5.1. Confirmation of Sale of Series 2025 Bonds. The sale of the Series 2025 Bonds to the [Purchaser/Underwriter] at the price of \$[_____] is hereby ratified, confirmed and approved.

Section 5.2. [Reports to [Purchaser/Underwriter]. For as long as the Series 2025 Bonds remain Outstanding of which the [Purchaser/Underwriter] is the Registered Owner, the Issuer agrees to forward or otherwise make available to the [Purchaser/Underwriter], and at no cost to the [Purchaser/Underwriter], any annual budget reports within 30 days after adoption and audited financial reports (including any amendments or revisions of the same) within 205 days after the end of each fiscal year of the Issuer. Such budget and audited financial reports shall include the System. Failure by the Issuer to meet the requirements of this Section within 5 days of a written request by the [Purchaser/Underwriter] for the same shall constitute an Event of Default and the Registered Owner of the Series 2025 Bonds shall have the right to cause the Series 2025 Bonds to bear interest at the Default Rate at the end of the 5-day notice period and until such Event of Default is cured to the satisfaction and consent of the Registered Owner of the Series 2025 Bonds, which satisfaction and consent shall not be unreasonably withheld].

Section 5.3. Events of Default. (i) So long as the Series 2025 Bonds are the only Outstanding Bonds under the General Indenture and the [Purchaser/Underwriter] is the Registered Owner, and such Registered Owner acts in a commercially reasonable manner: (a) the Registered Owner of the Series 2025 Bonds shall have the right to declare, to waive and to deem as cured, an Event of Default (as defined in the General Indenture) of any nature or type, including, but not limited to, financial, non-financial, monetary, non-monetary, payment, technical, non-technical or otherwise, with respect only to the Series 2025 Bonds and (b) the Trustee may not waive or deem as cured, with respect to the Series 2025 Bonds, an Event of Default of any nature or type, including, but not limited to, financial, non-financial, monetary, non-monetary, payment, technical, non-technical or otherwise, without the prior written consent of the Registered Owner of the Series 2025 Bonds.

(ii) Notwithstanding anything to the contrary in the Indenture, at any time the [Purchaser/Underwriter] is the Registered Owner of all of the outstanding Series 2025

Bonds, and such Registered Owner gives a 30-day written notice to the Trustee and the Issuer of the occurrence of an Event of Default, and such Registered Owner acts in a commercially reasonable manner: the Registered Owner of the Series 2025 Bonds shall have the right to cause the Series 2025 Bonds to bear interest at the Default Rate, as defined in this First Supplemental Indenture, at the end of the 30-day notice period and until such Event of Default is cured to the satisfaction and consent of the Registered Owner of the Series 2025 Bonds, which satisfaction and consent shall not be unreasonably withheld.

Section 5.4. [Certified Mail]. For as long as the Series 2025 Bonds remain Outstanding of which the [Purchaser/Underwriter] is the Registered Owner, any mailing set forth or required by the Indenture of the Trustee or the Issuer shall be made by certified mail.]

Section 5.5. Severability. If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections in this First Supplemental Indenture contained, shall not affect the remaining portions of this First Supplemental Indenture, or any part thereof.

Section 5.6. [Amendments]. So long as the [Purchaser/Underwriter] is the Owner of 100% of the Series 2025 Bonds, no change, revision, addition or deletion may be made to this First Supplemental Indenture without the prior written approval of the [Purchaser/Underwriter]; such consent to not be unreasonably withheld.]

Section 5.7. Counterparts. This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplemental Indenture of Trust to be executed as of the date first written above.

MURRAY CITY, UTAH

(SEAL)

By: _____
Mayor

COUNTERSIGN:

City Recorder

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By: _____
Trust Officer

EXHIBIT A
(FORM OF SERIES 2025 BOND)

[Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.]

**UNITED STATES OF AMERICA
MURRAY CITY, UTAH
ELECTRIC REVENUE BONDS
SERIES 2025**

Number R - \$_____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
____%____	—	—	—

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS*****

Murray City, Utah (“Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund herein below designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable semiannually on [_____] and [_____] of each year, commencing [_____, 20_____] (each an “Interest Payment Date”), until said Principal Amount is paid in full. Principal and premium, if any, shall be payable upon surrender of this Series 2025 Bond at the principal offices of Zions Bancorporation, National Association, Corporate Trust Department, Salt Lake City, Utah (“Trustee” and “Paying Agent”) or its successors, or alternatively the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached to the First Supplemental Indenture as Exhibit C) that the Series 2025 Bond has been lost, stolen, mutilated or destroyed. Interest on this Series 2025 Bond shall be payable by wire or check or draft mailed via

certified mail to the Registered Owner hereof at its address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when wired or sent by certified mail. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of the Series 2025 Bonds of the Issuer designated as the “Electric Revenue Bonds, Series 2025” (the “Series 2025 Bonds”) in the aggregate principal amount of \$[PAR] of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust and a First Supplemental Indenture of Trust each dated as of [_____], 1, 2025 (together, the “Indenture”), and approved by a resolution of the Issuer adopted on April 15, 2025 (the “Bond Resolution”), for the purpose of (i) financing capital improvements to the Issuer’s electric system (the “System” and all related improvements (collectively, the “Series 2025 Project”) and (ii) paying certain issuance expenses, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Series 2025 Bond and the issue of which it is a part are payable solely from a special fund designated “Murray City, Utah, Electric Revenue Bond Fund” (the “Bond Fund”), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Series 2025 Bond shall be paid the Net Revenues (as defined in the Indenture) derived and to be derived from the Issuer’s System all as more fully described and provided in the Indenture.

The Series 2025 Bonds shall be payable only from the Net Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2025 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2025 Bonds, the terms upon which the Series 2025 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Series 2025 Bond assents by the acceptance of this Series 2025 Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the Series 2025 Bonds authenticated prior to the first Interest Payment Date shall accrue from and including the Dated Date specified above. Interest on the Series 2025 Bonds authenticated on or subsequent to the first Interest Payment Date shall accrue from the Interest

Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date, as of that date; provided, however, that if interest on the Series 2025 Bonds shall be in default, interest shall accrue at the Default Rate from the date to which interest has been paid in full, or unless no interest shall have been paid on the Series 2025 Bonds, in the event such Series 2025 Bonds shall bear interest from and including their Dated Date.

The Series 2025 Bonds are [subject to optional] redemption prior to maturity as provided in the Indenture.

The Series 2025 Bonds are issued as fully registered Bonds. Subject to the limitations and upon payment of the charges provided in the Indenture, registered Bonds may be exchanged for a like aggregate principal amount of registered Bonds of other authorized denominations of the same series and the same maturity.

This Series 2025 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust offices of Zions Bancorporation, National Association (the "Registrar"), in Salt Lake City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 2025 Bond, or alternatively, the Bondholder shall provide the Trustee with a written certificate (at no cost or expense to the Bondholder and in substantially the form attached to the First Supplemental Indenture as Exhibit C) that the Series 2025 Bond has been lost, stolen, mutilated or destroyed. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Series 2025 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Series 2025 Bond is issued in conformity with and after full compliance with the Constitution of the State of Utah and under the authority of and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and all other laws applicable thereto, and this Series 2025 Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2025 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that it will cause to be collected and accounted for sufficient Net Revenues as will at all times be sufficient to pay promptly the principal of and interest on this Series 2025 Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE

HOLDERS OF THE SERIES 2025 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2025 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2025 BONDS

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2025 Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2025 Bond, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Net Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2025 Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Net Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Series 2025 Bonds of which this Bond is one and all bonds issued on a parity with this Series 2025 Bond.

This Series 2025 Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Series 2025 Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

MURRAY CITY, UTAH

(SEAL)

(facsimile or manual signature)

Mayor

COUNTERSIGN:

(facsimile or manual signature)

City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Electric Revenue Bonds, Series 2025 of Murray City, Utah.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By: _____ (Manual Signature)
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

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

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints
_____ attorney to transfer the within Bond on the books kept for
registration thereof, with full power of substitution in the premises.

DATED: _____

Signature: _____

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

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” that is a member of or a participant in a “signature guarantee program” (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.4 of the First Supplemental Indenture of Trust dated as of [____], 1, 2025, you are hereby authorized to pay to the following costs of issuance from the Series 2025 Cost of Issuance Account:

(See Attached Schedule)

AUTHORIZED REPRESENTATIVE,
MURRAY CITY, UTAH

Costs of Issuance

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
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EXHIBIT C

CERTIFICATE OF LOST, STOLEN, MUTILATED OR DESTROYED BOND

The undersigned, on behalf of [] (the "Bondholder"), in connection with Murray City, Utah Electric Revenue Bonds, Series 2025 (the "Series 2025 Bonds") hereby certifies and covenants on behalf of the Bondholder as follows:

1. One or more of the Series 2025 Bonds has been lost, stolen, mutilated or destroyed.
2. The Bondholder hereby represents and warrants, as follows: (a) the Series 2025 Bonds have not been endorsed for transfer at any time prior to the date hereof; (b) the Bondholder has not sold or otherwise conveyed the Series 2025 Bonds; and (c) no one other than the Bondholder has or could have any interest in the Series 2025 Bonds.
3. In the unlikely event that anyone were to present the original Series 2025 Bonds as having been obtained for value from the Bondholder and provides sufficient evidence of such to the Trustee and the same is verified by Bondholder, the Bondholder agrees to defend and hold harmless Murray City, Utah and Zions Bancorporation, National Association, for any losses that either party incurs regarding the replacement of the Series 2025 Bonds.

IN WITNESS WHEREOF, we have hereunto set our hands as of [, 20__].

By: _____

Title:

BOND PURCHASE CONTRACT

MURRAY CITY, UTAH

\$[_____]
ELECTRIC REVENUE BONDS,
SERIES 2025

[_____, 2025]

Murray City, Utah
10 East 4800 South Rm 160
Murray City, Utah 84107

Ladies and Gentlemen:

[UNDERWRITER].., acting on behalf of itself and not as an agent or representative of you (the “Underwriter”), offers to enter into this purchase contract (the “Purchase Contract”) with Murray City, Utah (the “Issuer”), which will be binding upon the Issuer and the Underwriter upon the acceptance hereof by the Issuer. This offer is made subject to its acceptance by the Issuer by execution of this Purchase Contract and its delivery to the Underwriter, on or before 5:00 p.m., Utah time, on the date hereof. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Official Statement (as hereafter defined).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the respective representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to cause to be delivered to the Underwriter, all (but not less than all) of \$[_____] aggregate principal amount of the Murray City, Utah Electric Revenue Bonds, Series 2025 (the “Series 2025 Bonds”). The Series 2025 Bonds will mature in the amounts and on the dates, bear interest at the rates and be subject to redemption as set forth on Exhibit A hereto. The Underwriter will purchase the Series 2025 Bonds for the aggregate purchase price of \$[_____] (representing the aggregate principal amount of the Series 2025 Bonds plus original issue premium of \$[_____] and less an Underwriter’s discount of \$[_____]).

2. Description and Purpose of the Series 2025 Bonds. The Series 2025 Bonds shall be as described in the Official Statement of the Issuer dated [_____] 2025, relating to the Series 2025 Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the “Official Statement”) and shall be issued and secured under and pursuant

to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”); (b) resolution of the Issuer adopted on April 15, 2025 (the “Resolution”), by the Municipal Council of the Issuer (the “Council”) providing for the issuance and sale of the Series 2025 Bonds, and (c) a General Indenture of Trust, dated as of [_____], 1, 2025 (the “General Indenture”), as supplemented by a First Supplemental Indenture of Trust, dated as of [_____], 1, 2025 (the “First Supplemental Indenture” and, together with the General Indenture, the “Indenture”) between the Issuer and Zions Bancorporation, National Association, as trustee (the “Trustee”). The proceeds of the sale of the Series 2025 Bonds will be used for the purpose of (i) financing capital improvements to the electrical system of the Issuer (collectively, the “Series 2025 Project”) and (ii) paying costs of issuance with respect to the Series 2025 Bonds.

The Series 2025 Bonds are special obligations of the Issuer payable solely from and secured solely by the Net Revenues as defined and to the extent provided in the Indenture. The Series 2025 Bonds are not general obligations of the Issuer, the State of Utah, or any other political subdivision, and the full faith and credit of the Issuer is not pledged to the payment of the Series 2025 Bonds.

3. Purchase of Bonds. The Underwriter intends to make a bona fide initial public offering of all Bonds. The Underwriter agrees to purchase all the Series 2025 Bonds at the offering prices (or yields) set forth in Exhibit A. Subsequent to the initial purchase, the Underwriter reserves the right to sell or transfer the Series 2025 Bonds to certain dealers and other investors at prices higher or lower than such initial purchase prices.

4. Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2025 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2025 Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor, Stifel, Nicolaus & Company, Incorporated (the “Municipal Advisor”), and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2025 Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2025 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Series 2025 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2025 Bonds of that maturity,

provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2025 Bonds.

(c) The Underwriter confirms that it has offered the Series 2025 Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2025 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2025 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2025 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2025 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2025 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2025 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2025 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2025 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2025 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2025 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2025 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series

2025 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025 Bonds to the public),
- (iii) a purchaser of any of the Series 2025 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Purchase Contract by all parties.

5. Compliance with Rule 15c2-12; Use of Documents. (a) A copy of the Preliminary Official Statement, dated [], 2025 (the “Preliminary Official Statement”), of the Issuer relating to the Series 2025 Bonds has been provided to the Underwriter by the Issuer.

(b) The Preliminary Official Statement and the Official Statement have been prepared by the Issuer for use by the Underwriter in connection with the public offer, sale and distribution of the Series 2025 Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed “final” by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2025 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 (defined below).

(c) The Issuer hereby authorizes the Underwriter to use and distribute, in connection with any offer and sale of the Series 2025 Bonds: the Official Statement, the Indenture, the Resolution, and the Continuing Disclosure Undertaking (as hereinafter defined), and other documents or contracts to which the Issuer is a party in connection with the transactions contemplated by this Purchase Contract, including this Purchase Contract

and all information contained herein, and all other documents, certificates and statements furnished by the Issuer to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

6. The Closing. At : a.m., Utah time, on , 2025 (the “Closing Date”), or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will cause to be executed and delivered (i) the Series 2025 Bonds in book-entry form through the facilities of The Depository Trust Company, or its agent, on behalf of the Underwriter and (ii) the closing documents hereinafter mentioned at the offices of Gilmore & Bell, P.C. (“Bond Counsel”) in Salt Lake City, Utah, or another place to be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery of the Series 2025 Bonds and pay the purchase price of such Series 2025 Bonds as set forth in Section 1 hereof in immediately available funds to the order of the Issuer. This payment for and delivery of the Series 2025 Bonds, together with the execution and delivery of the aforementioned documents, is herein called the “Closing.”

7. Issuer Representations, Warranties and Covenants. The Issuer represents, warrants and covenants to the Underwriter that:

(a) Due Organization, Existence and Authority. The Issuer is a political subdivision of the State of Utah (the “State”), duly organized and validly existing under the laws of the State, with full right, power and authority to execute, deliver and perform its obligations under this Purchase Contract, the Series 2025 Bonds, the Indenture, and the Continuing Disclosure Undertaking (collectively, the “Bond Documents”), and to carry out and consummate the transactions contemplated by the Bond Documents and the Official Statement.

(b) Resolution. The Issuer has and will have on the Closing Date the power and authority to adopt the Resolution, perform its obligations thereunder and collect the Net Revenues.

(c) Due Authorization and Approval. By all necessary official action of the Issuer, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained or described in the Official Statement, the Bond Documents, and the Resolution and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the Bond Documents, and the Resolution will constitute the legally valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors’ rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the State.

(d) Official Statement Accurate and Complete. The Preliminary Official Statement as of its date and the date of this Purchase Contract, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the

Closing will be, true and correct in all material respects, and the Official Statement contains, and up to and including the Closing, will contain no misstatement of any material fact and does not, and up to and including the Closing, will not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system).

(e) Underwriter's Consent to Amendments and Supplements to the Official Statement. The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Series 2025 Bonds.

(f) Issuer Agreement to Amend or Supplement the Official Statement. If after the date of this Purchase Contract and until 25 days after the end of the period described in paragraph (f)(2) of Section 240 15c2-12 in Chapter II of Title 17 of the Code of Federal Regulations ("Rule 15c2-12"), any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented Official Statement should be delivered in connection with the offers or sales of the Series 2025 Bonds to reflect such event, the Issuer promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the Issuer shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter acknowledges that the end of the period described above will be the date of Closing unless the Underwriter otherwise notifies the Issuer.

If the Official Statement is supplemented or amended pursuant to the paragraph above, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(g) No Material Change in Finances. The Issuer is not aware of the financial statements of or other financial information regarding the Issuer included in the Preliminary Official Statement and the Official Statement containing any untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. Except as otherwise described in the Official Statement, there shall not

have been any material adverse changes in the financial condition of the Issuer since the end of the fiscal year of its most recent audited financial report.

(h) No Breach or Default. As of the time of acceptance hereof, (A) the Issuer is not in default, nor has it been in default, as to principal or interest with respect to an obligation issued by the Issuer, and (B) the Issuer is not and will not be, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, a default or event of default under any such instrument; and, as of such time, the authorization, execution and delivery of the Bond Documents, the adoption of the Resolution, and compliance with the provisions of each of such agreements or instruments do not and will not, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Bond Documents.

(i) No Litigation. As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best knowledge of the Issuer after due investigation, threatened (A) in any way questioning the corporate existence of the Issuer or the titles of the officers of the Issuer to their respective offices; (B) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Series 2025 Bonds, or in any way contesting or affecting the validity of the Series 2025 Bonds or the Bond Documents or the Resolution or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Series 2025 Bonds from gross income for federal income tax purposes or contesting the powers of the Issuer to enter into the Bond Documents or to adopt the Resolution; (C) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the Issuer; or (D) contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto or asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and

there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence.

(j) No Prior Liens on Net Revenues. There are no bonds, notes or other obligations of the Issuer that are secured by a pledge of the Net Revenues that is prior to the pledge made in favor of the Series 2025 Bonds pursuant to the Indenture. Between the time of acceptance hereof and the Closing Date, the Issuer will not, without the prior written consent of the Underwriter, issue any revenue bonds or securities payable from the Net Revenues (as defined in the Indenture) other than the Series 2025 Bonds.

(k) Further Cooperation; Blue Sky. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (A) to qualify the Series 2025 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (B) to determine the eligibility of the Series 2025 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2025 Bonds; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(l) Consents and Approvals. All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with, the Bond Documents or the collection by the Issuer of the Net Revenues as contemplated in the Official Statement have been duly obtained or made, except as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2025 Bonds.

(m) Deemed Representations. Any certificate signed by any official of the Issuer and delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(n) Delivery of Official Statement. As promptly as practicable after the execution of this Purchase Contract, but in any event no later than the seventh business day after the date of this Purchase Contract, the Issuer shall prepare and deliver to the Underwriter one copy, in "designated electronic format" (as defined in MSRB Rule G-32), of the Official Statement of the Issuer relating to the Bonds, such Official Statement to be in substantially the same form as the Preliminary Official Statement, with only such changes as shall be necessary to reflect the terms of the Series 2025 Bonds or to conform to the provisions of the Bond Documents or as may be approved by the Underwriter (said document, including its cover page and Appendices, is herein called the "Official Statement").

(o) Continuing Disclosure. Except as described in the Official Statement, during the past five years, the Issuer has not failed to comply in any material respect with any continuing disclosure undertaking previously entered into by the Issuer pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will undertake, pursuant to a continuing disclosure undertaking (the “Continuing Disclosure Undertaking”), to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Undertaking is set forth in Appendix D to the Official Statement.

8. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and covenants herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter’s obligations under this Purchase Contract are and shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Issuer contained herein, shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(i) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the Bond Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter, (ii) the Resolution and any other resolutions or ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement and the Bond Documents shall be in full force and effect, (iii) the Issuer shall perform or have performed its obligations required or specified in the Bond Documents and the Resolution to be performed at or prior to Closing, (iv) the Official Statement shall not have been supplemented or amended, except pursuant to Paragraphs 7(e) and 7(f) hereof or as otherwise may have been agreed to in writing by the Underwriter.

(ii) No Default. At the time of the Closing, no default, or any event that with the passage of time would be reasonably likely to result in default, shall have occurred or be existing under the Resolution, the Bond Documents, or any other agreement or document pursuant to which any of the Issuer’s financial obligations were issued and the Issuer shall not be in default in the payment of principal or interest on any of its financial obligations which default would materially adversely impact the ability of the Issuer to collect the Net Revenues.

(b) Termination Events. The Underwriter shall have the right to terminate this Purchase Contract, without liability therefor, by written notification to the Issuer if at any time at or prior to the Closing:

(i) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading

in any material respect and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information or the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market for the Series 2025 Bonds; or

(ii) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Series 2025 Bonds which, in the opinion of the Underwriter, materially adversely affects the market for the Series 2025 Bonds; or

(iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Series 2025 Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2025 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Series 2025

Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(v) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis, or the escalation thereof, the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2025 Bonds as contemplated in the Official Statement; or

(vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2025 Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2025 Bonds as contemplated in the Official Statement; or

(vii) a general banking moratorium shall have been declared by federal or New York or State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2025 Bonds as contemplated in the Official Statement; or

(viii) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's Investors Service ("Moody's"), S&P Global Ratings ("S&P"), or Fitch Ratings ("Fitch") of any debt securities issued by the Issuer, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by the Issuer, including the Series 2025 Bonds or the Outstanding Parity Bonds;

(ix) the commencement of any action, suit or proceeding described in Paragraph 7(i) hereof which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Series 2025 Bonds; or

(x) there shall have occurred any change in the affairs or financial condition of the Issuer materially adverse to the Series 2025 Bonds.

(c) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Series 2025 Bonds the following documents:

(i) Bond Opinion. An approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the date of the Closing and substantially in the form included as Appendix E to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Issuer may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(ii) Disclosure Counsel Opinion. An opinion and letter of Gilmore & Bell, P.C., as Disclosure Counsel to the Issuer, addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(A) This Purchase Contract has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto is a valid and binding agreement of the Issuer enforceable in accordance with its terms, except that the rights and obligations under the Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State;

(B) The Series 2025 Bonds are exempt securities that do not require registration under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended;

(C) The statements contained in the Official Statement on the cover page and under the captions [“THE SERIES 2025 BONDS” (except under the caption “Book-Entry Only System”), “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds,” “—Additional Bonds,” and “TAX MATTERS” and in Appendices C and E] thereto, insofar as such statements purport to summarize certain provisions of the Series 2025 Bonds, the Indenture, and Bond Counsel’s opinions concerning certain tax matters relating to the Series 2025 Bonds, present a fair and accurate summary of such provisions; and

(D) Because the primary purpose of such counsel’s professional engagement was not to establish factual matters and because of the wholly or partially non-legal character of many determinations involved in the preparation of the Official Statement, such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement other than those set forth in the immediately preceding paragraph above and

makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. However, in such counsel's capacity as bond counsel, it met in conferences with representatives of and counsel for the Issuer, the Municipal Advisor, the Underwriter, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences, and in reliance thereon and on the documents, certificates and opinions herein mentioned, such counsel advises that no information came to the attention of the attorneys of such firm rendering legal services in such connection, which caused them to believe that the Preliminary Official Statement as of its date and as of the date of pricing, or the Official Statement as of its date and as of the date of the opinion, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief is expressed as to (i) the financial statements, numerical, financial, economic, demographic and statistical data, forecasts, charts, estimates, projections, assumptions or expressions of opinion; (ii) any information about book-entry and The Depository Trust Company; and (iii) information contained under the captions entitled [“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Pledged Electric Net Revenues,” “—Historical Electric Net Revenues,” “—The Largest System Users,” and “—Debt Service Coverage,” “DEBT SERVICE SCHEDULE,” or under the sections entitled, “MURRAY CITY,” “FINANCIAL INFORMATION REGARDING MURRAY CITY,” and “LITIGATION,” and Appendices A, B, and F to the Official Statement]);

(iii) Opinion of Counsel to the Issuer. An opinion of the City Attorney for the Issuer, dated the Closing Date, addressed to the Underwriter, the Issuer, the Trustee and to Bond Counsel, in substantially the form set forth in Exhibit B hereto;

(iv) Issuer Certificate. A certificate of the Issuer, dated the date of the Closing, signed on behalf of the Issuer by a duly authorized officer of the Issuer to the effect that:

(A) The representations, warranties and covenants of the Issuer contained in the Purchase Contract are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Issuer has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the Issuer at or prior to the date of the Closing;

(B) No event affecting the Issuer has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements in the Official Statement,

in the light of the circumstances under which they were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system); and

(C) No event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Bond Documents;

(v) Trustee's Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the Trustee satisfactory in form and substance to the Underwriter, to the effect that:

(A) The Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Indenture;

(B) The Trustee is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture, and assuming due authorization and execution by the other parties thereto, the Indenture is legal, valid and binding upon the Trustee, and enforceable against the Trustee in accordance with its terms;

(C) The Trustee has duly authenticated the Series 2025 Bonds under the Indenture and delivered the Series 2025 Bonds to or upon the order of the Underwriter; and

(D) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Series 2025 Bonds or the consummation by the Trustee of its obligations under the Indenture;

(vi) Transcript. A copy of the transcript of all proceedings relating to the authorization, execution and delivery of the Series 2025 Bonds;

(vii) Official Statement. The Official Statement and each supplement or amendment, if any, thereto;

(viii) Documents. Executed copies of each of the Bond Documents;

(ix) Resolution. A certified copy of the Resolution;

(x) IRS Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared for filing;

(xi) Tax Certificate. A tax certificate in form satisfactory to Bond Counsel;

(xii) Rating. Evidence from [] that the Series 2025 Bonds have been assigned a rating of “[]”;

(xiii) Continuing Disclosure Undertaking. An executed copy of the Continuing Disclosure Undertaking; and

(xiv) Additional Documents. Such additional certificates, instruments and other documents as the Underwriter may reasonably deem necessary.

If the Issuer shall be unable to satisfy the conditions contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except as further set forth in Section 9 hereof.

9. Expenses. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, municipal advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and disclosure counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; (e) Trustee fees; and (f) the fees of counsel to the Underwriter.

The Underwriter shall pay and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2025 Bonds, including any costs or expenses related to CUSIP Service Bureau fees. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Contract.

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2025 Bonds.

10. Notice. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to:

[UNDERWRITER].
Street Address, City, State, Zip
Attention: [] [Title]

11. Entire Agreement. This Purchase Contract, when accepted by the Issuer, shall constitute the entire agreement among the Issuer and the Underwriter with respect to the subject matter hereof and is made solely for the benefit of the Issuer and the Underwriter (including the

successors of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the representations, warranties and agreements of the Issuer in this Purchase Contract shall remain operative and in full force and effect except as otherwise provided herein, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2025 Bonds.

12. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract, (iv) the Issuer has consulted its own legal, financial and other advisors to the extent deemed appropriate, and (v) the Issuer received from the Underwriter its letter dated [_____], 2025, addressed to the Issuer concerning the Underwriter's disclosure obligations relating to the Series 2025 Bonds under MSRB Rule G-17 and the Issuer acknowledged receipt of such letter.

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

14. Counterparts. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

15. Electronic Signature. Each party hereto acknowledges and agrees that it may execute this Purchase Contract, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

“Electronic Signature” means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

16. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

17. STATE LAW GOVERNS. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS PURCHASE CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.

18. No Assignment. The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriter or the Issuer without the prior written consent of the other party hereto.

[UNDERWRITER].

[Title]

Accepted as of the date
first stated above

at _____ p.m. MDT

MURRAY CITY, UTAH

By: _____
Mayor

ATTEST AND COUNTERSIGN:

By: _____
City Recorder

EXHIBIT A

Murray City, Utah

\$[_____]
Electric Revenue Bonds, Series 2025

Maturity Date (_____)	Principal Amount	Interest Rate	Price	Yield	Pricing Rule
	\$	%	%	%	

[c Yield to optional call on _____, 20___.]
[General rule maturities.]

EXHIBIT B

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

\$[]
MURRAY CITY, UTAH
ELECTRIC REVENUE BONDS, SERIES 2025

The undersigned, on behalf of [UNDERWRITER]. (the "Underwriter"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the Murray City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Underwriter hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Contract (the "Purchase Contract") by and between the Issuer and the Underwriter dated [], 2025 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Contract.)

2. Issue Price.

(a) For purposes of this Certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Purchase Contract to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Underwriter has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Schedule A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of

the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Sale Date” means the date of execution of the Purchase Contract.

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

(b) The Underwriter represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

[UNDERWRITER]

By: _____

Its: _____

SCHEDULE A – [same as in Bond Purchase Contract]

ATTACHMENT 1 -- Initial Offering Price Documentation

[Attach Pricing Wire or Other Offering Price Documentation]

EXHIBIT C

FORM OF OPINION OF ISSUER'S COUNSEL

[_____, 2025]

[UNDERWRITER].

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah

Re: Murray City, Utah \$[_____] Electric Revenue Bonds, Series 2025

This opinion is being rendered in connection with the issuance by Murray City, Utah (the "Issuer") of its \$[_____] Electric Revenue Bonds, Series 2025 (the "Series 2025 Bonds") pursuant to a resolution of the Issuer adopted on April 15, 2025 (the "Resolution"), and a General Indenture of Trust dated as of [_____, 1, 2025, as supplemented by a First Supplemental Indenture of Trust dated as of [_____, 1, 2025 (collectively, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2025 Bonds are being issued to (a) finance capital improvements to the electrical system of the Issuer and (b) pay the costs associated with the issuance of the Series 2025 Bonds.

All defined terms in this opinion shall have the meanings, respectively, as given them in the Indenture, unless expressly given a different meaning in this opinion or unless the context clearly otherwise requires.

I am the duly appointed City Attorney for Murray City, Utah, and am of the opinion that:

1. The Issuer is a political subdivision, municipal corporation and body politic duly organized and validly existing under the constitution and laws of the State of Utah, with full governmental powers to execute, deliver and perform its obligations under the Indenture, the Bond Purchase Contract dated [_____, 2025], entered into by and between the Issuer and [UNDERWRITER]. (the "Purchase Contract"), and the Continuing Disclosure Undertaking between the Issuer and the Trustee dated as of [_____, 2025] (the "Continuing Disclosure Undertaking"). The Series 2025 Bonds, the Indenture, the Continuing Disclosure Undertaking and the Bond Purchase Contract being sometimes collectively referred to herein as the "Bond Documents."

2. The Resolution has been duly adopted by the Issuer at public meetings of the Municipal Council (at which quorums were present and acting throughout), which were convened pursuant to public notice thereof given in accordance with the requirements of Utah law, have been duly filed and recorded in the official records and minutes of the Issuer, and remain in full force and effect without change, modification, amendment or rescission as of the date hereof.

3. The Bond Documents have been duly authorized, executed, adopted and delivered by the Issuer and constitute legal and valid obligations of the Issuer enforceable against the Issuer in accordance with their respective terms except that the rights and obligations under the Bond Documents are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah; and the Issuer has full right, power and authority to carry out and consummate all transactions contemplated by the Bond Documents as of the date hereof.

4. The Issuer has taken all action necessary to authorize the execution, delivery, receipt and due performance of such agreements and documents that may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Documents.

5. No additional or further approvals, consents or authorizations of the Issuer are required in connection with the participation by the Issuer in the transactions contemplated by the Bond Documents.

6. The Municipal Council and certain other officers of the Issuer are as set forth in the General Certificate delivered at closing for the Series 2025 Bonds and each of the listed Councilmembers and elected officers has been duly elected and is qualified to hold said position and each of the officers of the Issuer has been duly appointed and is qualified to hold said position.

7. Other than as described in the Indenture, the Issuer does not currently have outstanding any indebtedness or other obligations secured by a lien on the Net Revenues pledged under the Indenture.

8. The execution and delivery of the Bond Documents do not violate the Constitution or laws of the State of Utah, or any applicable law, rule, order, regulations, licenses or permits of any state or federal government authority or agency to which the Issuer or any of its property is subject or bound, or any court order by which the Issuer or any of its property is or may be bound, and such action does not constitute a material breach of or default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Issuer is a party or is bound; and as of the date hereof, no approval or other action by any state governmental authority or agency is required in connection therewith, except such approvals or actions which have heretofore been obtained or taken.

9. The Issuer has duly approved the Preliminary Official Statement dated as of [_____, 2025] (the "Preliminary Official Statement") and the Official Statement dated as of [_____, 2025] (the "Official Statement"), and authorized their use in connection with the offer and sale of the Series 2025 Bonds, and no facts have come to my attention that would lead me to believe that the Preliminary Official Statement, as of its date and as of the date of the Purchase Contract, and the Official Statement, as of its date and as of the date hereof, contained or contains an untrue statement of material fact, or omitted or omits to state a material fact, in order to make the statements and information contained therein relating to the Issuer in any material respect not misleading.

10. To the best of my knowledge, there are no legal or governmental proceedings (including any action, suit, proceeding, inquiry or litigation or investigation at law or in equity before or by any court, public board or body, or any governmental or administrative authority or agency) pending, threatened or contemplated (or any basis therefor):

(a) wherein an unfavorable decision, ruling or finding might materially adversely affect the financial condition or operations of the Issuer, or transactions contemplated by the Bond Documents;

(b) challenging in any way the titles of the members of the Municipal Council or the officials of the Issuer or their rights to their respective offices;

(c) seeking to restrain or enjoin the issuance, sale or delivery of the Series 2025 Bonds or the execution, delivery and performance of the Bond Documents or the source of payment for the Series 2025 Bonds or the imposition, levy or collection of the Net Revenues;

(d) directly or indirectly contesting or affecting the authority for or the validity of the Bond Documents or the imposition, levy or collection of the Net Revenues or moneys to pay the Series 2025 Bonds or the application of the proceeds of the Series 2025 Bonds or any of the transactions referred to in the Bond Documents or contemplated thereby or contesting the authority of the Issuer to enter into or perform its obligations under any of the Bond Documents, or under which a determination adverse to the Issuer would have a material adverse effect upon the financial condition or the Net Revenues of the Issuer, or which, in any manner, questions or affects the right or ability of the Issuer to enter into the Bond Documents or affects in any manner the right or ability of the Issuer to impose, levy and collect the Net Revenues; or

(e) contesting the creation, organization, existence or powers of the Issuer or its authority to adopt the Resolution, to issue the Series 2025 Bonds and to execute and deliver the Bond Documents or which would have a material adverse effect on the boundaries of the Issuer.

11. No action, suit, or proceeding is now pending and, to my knowledge, no inquiry, investigation, or litigation of any nature is threatened, that, in either case, questions or in any manner challenges compliance by the Issuer with the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code Annotated 1953, as amended.

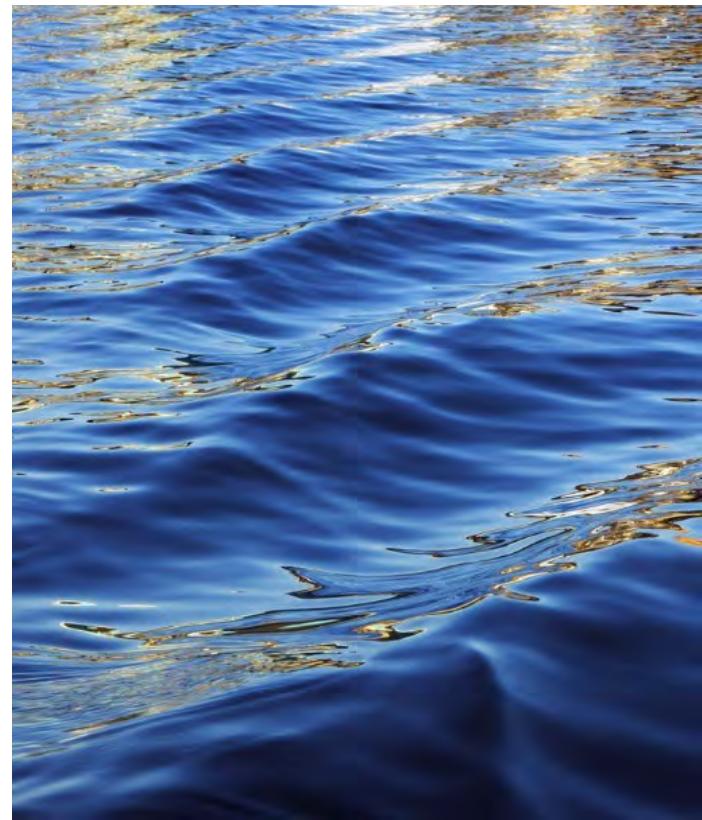
Very truly yours,

[City Attorney]



Murray City Power

Council Meeting | April 15, 2025

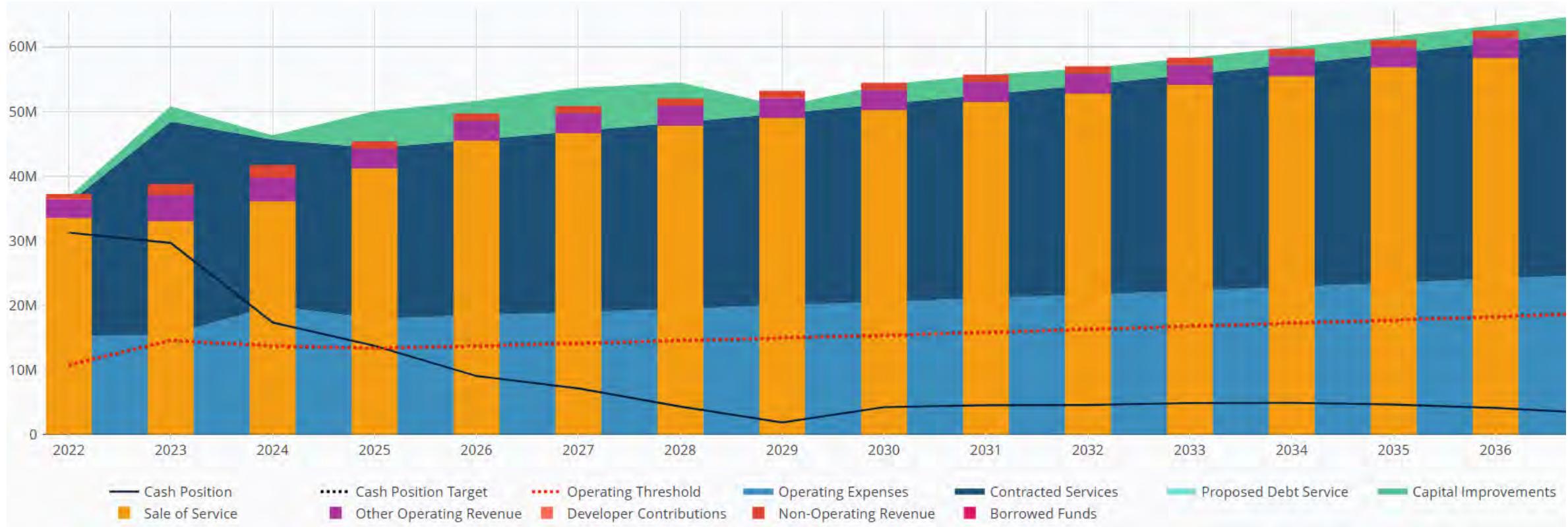


SYSTEM UPGRADES-MAINTENANCE PROJECTS

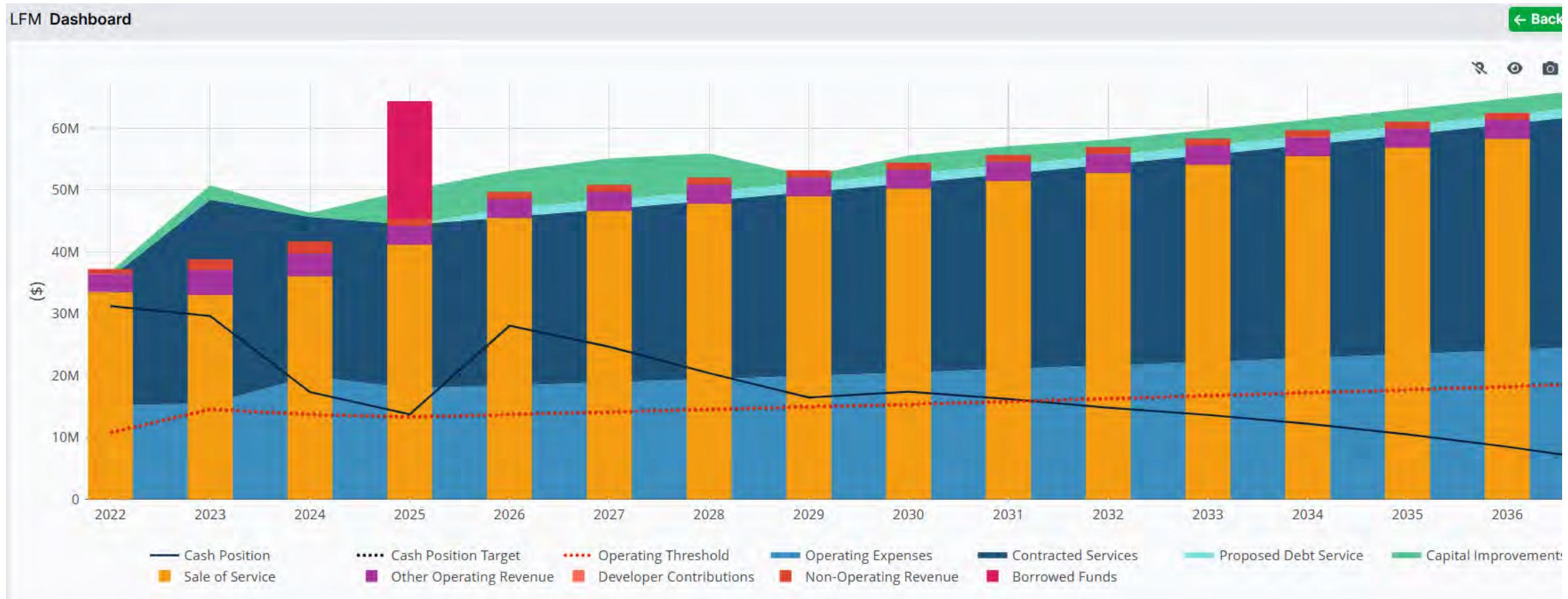
Project	Estimated Total
Transformers (under contract)	7,261,634.00
Central Substation	
Planning	500,000.00
Construction	3,500,000.00
Turbine controls/rebuild	
controls	2,400,000.00
Maintenance	1,000,000.00
Covered Vehicle-inventory storage	1,500,000.00
Penstock relining	2,000,000.00
Sandy Siphon	600,000.00
Total	18,761,634.00
Other	
Arrow head line relocate	3,000,000.00

WHY ISSUE POWER REVENUE BONDS

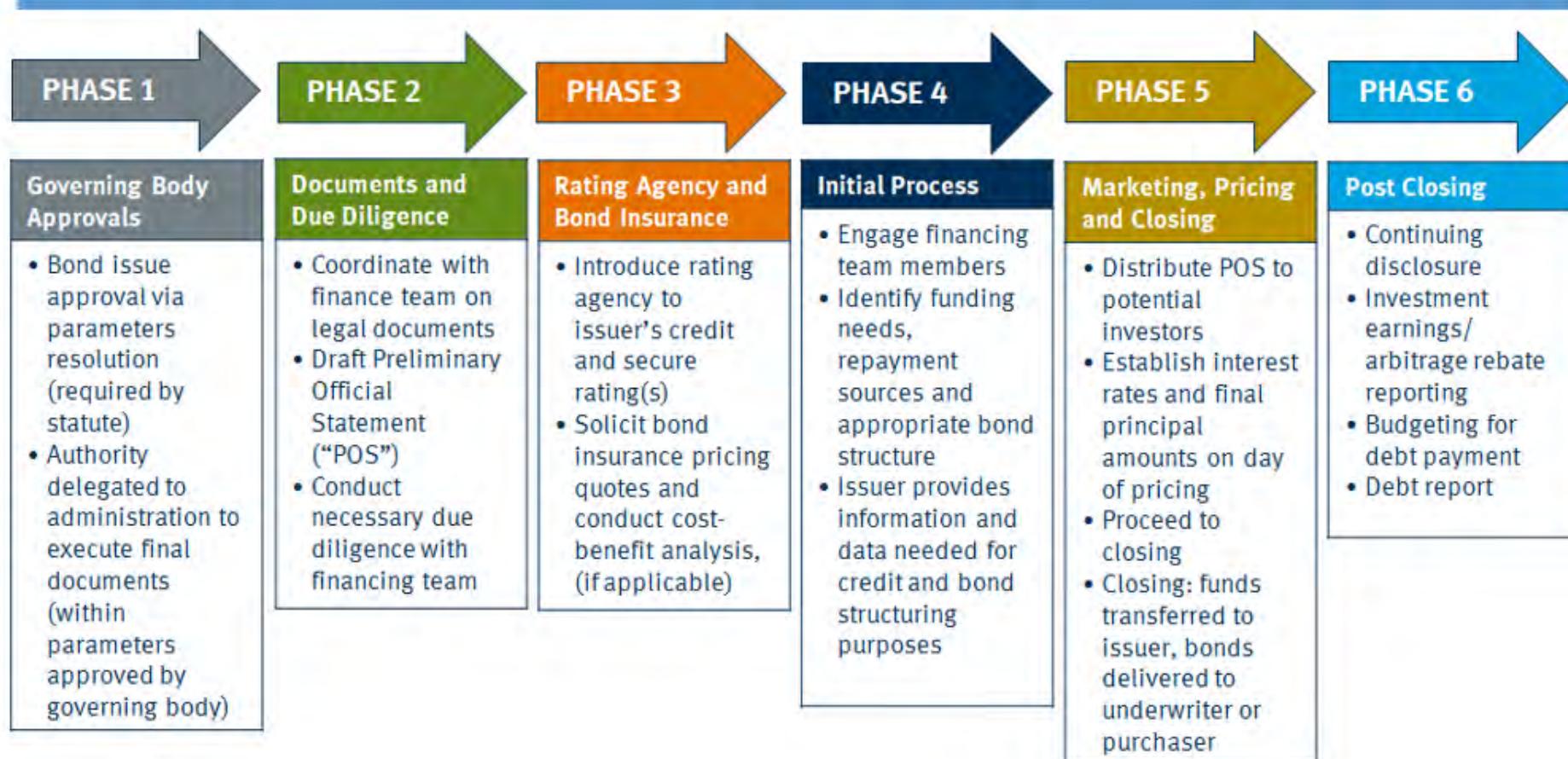
Projected Cash Flow – No Bond with 2.5% growth or fee increase starting in FY2027



Projected Cash Flow – With Bonds and 2.5% growth or fee increase starting in FY2027



Basic Financing Process



Process takes 8-12 weeks but varies depending on timing objectives, market forces, and other factors.

BOND PARAMETERS

- **Maximum Par Amount:**

This is the maximum par amount of bonds that can be issued. If construction costs rise, the City can accept market premium (additional proceeds) in addition to the par amount.

\$25,000,000

- **Maximum Interest Rate:**

This is the maximum interest rate that the City would pay. The actual rate will be lower. The parameters resolution sets the maximum rate high in case there is major market movement.

7%

- **Maximum Term:**

This is the maximum term (years) over which the bonds would be amortized. Depending on the timing of the closing on the bonds, the term of the bonds may be slightly over 30 years (i.e. 30 years + 2 months).

30 Years

- **Maximum Discount:**

This City will not accept purchase offers that are less than 98% of the par amount.

2%

- **Designated Officers:**

These individuals will be authorized to approve the final bond sale results and ensure that the results fit within the parameters the Council has approved.

Mayor

Mayor Pro Tem

Finance Director

WHAT IS THE CITIES PROCESS

1. City adopts and authorizes bond parameters resolution, Notice of Bonds to be Issues, and Notice of Public Hearing
2. City holds Public Hearing
3. City undertakes typical bonding activities:
 1. Drafting of Preliminary Official Statement
 2. Procuring bond ratings
 3. Selling and closing on bonds
4. City must utilize majority of bond proceeds within 3 years

COUNCIL SCHEDULE

- March 18, 2025 Discussion in Committee of the Whole
- April 15, 2025 Consideration of the parameters resolution and setting of public hearing date.
- May 6, 2025 Bond issuance public hearing. Approve the Preliminary Official Statement (if needed)

QUESTIONS



MURRAY
CITY COUNCIL

Business Item #2



MURRAY

City Attorney

City Code Amendments: Senior Recreation Center

Council Action Request

Council Meeting

Meeting Date: April 15, 2025

Department Director G.L. Critchfield	Purpose of Proposal Amend portions of Ch 2.38 and 2.40 regarding the Senior Recreation Center.
Phone # 801-264-2640	Action Requested Approve ordinance amendments to change references from the Heritage Center to the Senior Recreation Center.
Presenters G.L. Critchfield	Attachments Proposed Ordinance.
Required Time for Presentation 5 Minutes	Budget Impact N/A.
Is This Time Sensitive No	Description of this Item On May 1, 2018, the City Council changed the name of the building formerly known as the L. Clark Cushing Heritage Center to the L. Clark Cushing Senior Recreation Center. Several references in the city code were overlooked and were not changed at the time the building was renamed. Council Member Hock brought this to the attention of this office and we have prepared the necessary amendments. The attached proposed ordinance changes references from Heritage Center to Senior Recreation Center.
Mayor's Approval	
Date March 14, 2025	

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTION 2.24.050, THE HEADING OF CHAPTER 2.38, AND SECTIONS 2.38.010, 2.38.020, AND 2.40.020 OF THE MURRAY CITY MUNICIPAL CODE, CHANGING ALL REFERENCES FROM THE HERITAGE CENTER TO THE SENIOR RECREATION CENTER.

BE IT ORDAINED BY THE MURRAY CITY MUNICIPAL COUNCIL:

Section 1. Purpose. The "L. Clark Cushing Heritage Center", located at 10 East 6150 South, Murray City, Salt Lake County, Utah was renamed the "L. Clark Cushing Senior Recreation Center" by resolution R18-16 on May 1st, 2018. The purpose of this Ordinance is to amend Section 2.24.050, the heading of Chapter 2.38, and Sections 2.38.010, 2.38.020, and 2.40.020 of the Murray City Municipal Code to remove all references to the Heritage Center and replace them with Senior Recreation Center.

Section 2. Amendment. Section 2.24.050, the Heading of Chapter 2.38 and Sections 2.38.010, 2.38.020, and 2.40.020 of the Murray City Municipal Code shall be amended to read as follows:

2.24.050: SENIOR SERVICES DIVISION:

A. The Senior Services Division of the Parks and Recreation Department is created. The division shall be directed by the Heritage Senior Recreation Center Director who reports to the Parks and Recreation Director. The division is responsible for:

1. The operation and maintenance of the Heritage Senior Recreation Citizen Center. (Ord. 18-06)

....

CHAPTER 2.38
Heritage Senior Recreation Center Advisory Board

2.38.010: CREATED; COMPOSITION; APPOINTMENT:

There is created and established a body to be designated as Heritage Senior Recreation Center Advisory Board and shall be composed of nine (9) at large members, all of which shall be appointed by the Mayor with the advice and consent of the City Council. Five (5) members so appointed shall be residents of the City. (Ord. 16-17)

....

2.38.020: POWERS AND DUTIES:

It shall be the duty of the board to act in an advisory capacity to the ~~Heritage Senior Recreation~~ Center Director, the Mayor and the City Council in connection with the ~~Heritage Senior Recreation~~ Center. All business done or to be done by the City in connection with such administration or other operation of such center shall be subject to the advice of the board. All matters of general policy in connection with the administration of the center or its operation, including the extent of the authority and discretion to be destined in the director of the center, shall be decided by the City with the advice of such board. (Ord. 16-17)

....

2.40.020: MISSION; POWERS AND DUTIES:

- A. The mission of the Parks and Recreation Advisory Board is to:
 1. Actively promote the use of City parks and recreational facilities;
 2. Examine the present and future demand for publicly owned recreational facilities for the citizens and patrons of the City; and
 3. Review and recommend policies and procedures to improve the parks and recreation system of the City, including existing facilities.
- B. The board shall not have responsibilities delegated to the Arts Advisory Board, the ~~Heritage Center Senior Recreation Center~~ Advisory Board, the Shade Tree Commission or such other boards which may be created, nor to act as an appeals board to hear disputes from recreational activities. It shall be the duty of the board to act in an advisory capacity to the Parks and Recreation Department, parks and recreation staff, the Mayor and the City Council. (Ord. 18-06: Ord. 16-17)

....
Section 3. Effective date. This Ordinance shall take effect upon first publication.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council on
This _____ day of _____, 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

MAYOR'S ACTION:

DATED this _____ day of _____, 2025.

Brett A. Hales, Mayor

ATTEST:

Brooke Smith, City Recorder

CERTIFICATE OF PUBLICATION

I hereby certify that this Ordinance or a summary hereof was published according to law on the _____ day of _____, 2025.

Brooke Smith, City Recorder

Cushing

Hosea Cushing and Helen Murray were married at Winter Quarters, Nebraska in 1847. Their son, William Ellis Cushing, was born at Salt Lake City the next year. In 1872 William married Miranda Fillmore in Utah County where all of their children were born and raised. However, their son William Oren Cushing and his wife Isabella Morrison were living in Sugarhouse when their son L. Clark Cushing (1916-1992) was born. Later they moved to Murray City where L. Clark grew up. In 1948 he married Anita Olsen and they had four children. In 1957 he was elected Murray City Commissioner and was sworn into office 1 January 1958. He served as a Commissioner continuously until December 1973. He served in the administrations of Mayors Ray P. Greenwood, William E. Dunn, and Vaughn C. Soffe. From the fall of 1958, L. Clark Cushing took a special interest in developing Murray City's

parks and baseball fields. As Park Commissioner he spearheaded the construction of the Murray City Baseball Field, later named the Ken Price Field at 300 East Vine Street. He was the first director of the Murray Shade Tree Commission in 1960. In July 1968 Commissioner Cushing studied various parks and recreational facilities in the eastern United States, including the Baseball Hall of Fame in Cooperstown, New York. In 1970 a grandstand was added to the Ken Price Field. Commissioner Cushing is credited with Lynn Pett, Jack F. DeMann, and others with creating one of Utah's best parks and recreational facilities. L. Clark Cushing was also an enthusiastic member of the Murray City Chapter of the American Association of Retired Persons (AARP), which envisioned the senior citizen center founded as the Heritage Center in 1980. In honor of Mr. Cushing's contributions the center was renamed the L. Clark Cushing Heritage Center.



Clark Cushing with other city leaders.

RESOLUTION OF COMMENDATION
TO
L. CLARK CUSHING

WHEREAS, the Mayor and the Municipal Council of Murray City declare this resolution of commendation to L. Clark Cushing, long-time Murray resident and public servant, who is willing to share his time and efforts with Murray; and

WHEREAS, Clark served as a member of the Board of City Commissioners for sixteen years; and

WHEREAS, such service was rendered unselfishly doing his best for the betterment of the community; and

WHEREAS, Clark believes in assisting with a problem and has and will listen to anyone in need; and

WHEREAS, Clark has sacrificed untold hours in serving the citizens of Murray City; and

WHEREAS, Clark became involved in politics because he didn't like the way the park was maintained, especially the softball field, when he had been a player and a coach; and

WHEREAS, among Clark's priorities as an elected official were to rebuild the infield and put up an outfield fence, to remodel the swimming pool, install a new bathhouse and a small wading pool and the installation of the first gas boiler for a heated outdoor pool; and

WHEREAS, when Clark took public office there were only eight picnic tables in Murray Park and no picnic pavilions; Clark worked with church groups and the first picnic pavilion was completed; he worked with the Murray City Rotary Club and the second picnic area was completed and opened to the public; and

WHEREAS, Clark is a good supporter of the Murray Boys and Girls Club, the first organized recreation program that Murray City sponsored; and

WHEREAS, the softball field was being used every night for softball and Clark felt the urgency for construction of a baseball field; he had a picture of the Hall of Fame Field and wanted to build one like it; in 1959 he met another baseball enthusiast, Ken Price, and together the two made the Ken Price Ball Park a reality; and

WHEREAS, because Clark loves parks, gardens and trees, he started the Shade Tree Commission which in turn started the arboretum in the park along with all of the street tree programs and the Murray Beautification projects, such as the Clean-Up Murray Campaign; and,

WHEREAS, Clark was the main force behind the modern Murray Fun Day and without his efforts in the mid-sixties the idea would not have succeeded; and

WHEREAS, Clark was the first person to recognize the need to remember the Vietnam Veterans with a fountain and plaque in the front of Murray Park; and

WHEREAS, since Clark wanted a community center in the park and further recognized that the park needed expanding, in 1968-69, he promoted the purchase of seventeen acres of the Joe Serre property and the development of this property made Murray City number one as far as a small city with a great reputation for parks and recreation; and

WHEREAS, Clark lost his dream of a community center in the park, but from its ashes developed the dream for a beautiful new outdoor swimming pool; and

WHEREAS, Clark realized the need for outdoor recreation during bitter cold winter months and was instrumental in having

the outdoor ice skating rink built at the old pool site which opened during the winter of 1973; and

WHEREAS, under Clark's direction the city built some of the finest park facilities, Clark encouraged the hiring of a full-time Recreation Director, making Murray one of the first cities in the state to have such a position; and

WHEREAS, Clark's dream for parks didn't end there; he wanted neighborhood parks for the children close to their homes. Grant Park was developed as a little league complex with the help of fathers, coaches and children; and

WHEREAS, Southwood Park, the park Clark would refer to as "Putnam Park", was Murray's first real complete neighborhood park with picnic pavilion, restrooms, Murray's first tennis courts, playground and ball fields; and

WHEREAS, Clark's dream for a complete park system still is in progress before he left office, the Jordan River Parkway master plan for Murray City was completed and acquisition and development of the project is underway and will take many years to complete; and,

WHEREAS, Clark's love for recreation not only included children, but he placed a great emphasis on senior citizens. He is very active in organizing these people and is a very strong advocate for the Heritage Center.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Murray City Municipal Council that Clark Cushing be honored as a leader in Parks and Recreation for Murray City and shall ride as the Grand Marshall of the 1987 Fun Day Parade and be honored at the evening program.

BE IT FURTHER RESOLVED that the senior citizen center located at 10 West 6150 South be henceforth known as the L. Clark Cushing Heritage Center.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council at a regular session of the Council on the 5th day of May, 1987.

MURRAY CITY CORPORATION

MURRAY CITY MUNICIPAL COUNCIL

Lavar C. McMillan
Lavar C. McMillan, Mayor

LeGrand Black
LeGrand Black, Council Chairman

A. Gregory Brown
A. Gregory Brown, Council Member

Julie E. Davis
Julie E. Davis, Council Member

Gene H. Rosvall
Gene H. Rosvall, Council Member

Norman E. Nielsen
Norman E. Nielsen, Council Member

ATTEST:

Ludell P. Pierson
City Recorder

Invitation



L. Clark Cushing Heritage Center - Southern Vantage Point

MURRAY CITY
cordially invites you to join with us in honoring

L. Clark Cushing

for his many years of loyal service to the community and to formally rename and dedicate
the Heritage Center as the L. Clark Cushing Heritage Center.

Monday, October 26 at 7:00 p.m.

at the Heritage Center
10 East 6150 South
Murray, Utah

Refreshments will be served

Murray City Municipal Council

Chambers

Murray City, Utah

The Municipal Council of Murray City, Utah, met on Tuesday, the 1st day of May 2018 at 6:30 p.m., for a meeting held in the Murray City Council Chambers, 5025 South State Street, Murray, Utah.

The meeting was conducted by Dave Nicponski

Council Members Present:

Dave Nicponski, Council District 1
Dale Cox, Council District 2
Jim Brass, Council District 3
Diane Turner, Council District 4/Council Chair
Brett Hales, Council District 5

City Staff Present:

Blair Camp, Mayor
Jennifer Kennedy, City Recorder
G.L. Critchfield, City Attorney
Janet Lopez, Council Administrator
Craig Burnett, Police Chief
Gil Rodriguez, Fire Chief
Kim Sorensen, Parks and Recreation Director
Tim Tingey, Administrative and Development Services (ADS) Director
Susan Nixon, Associate Planner
Steve Reid, Building Official
Brian Zehnder, Utah State Senate – District 8

Other's in Attendance:

Citizens

Mr. Hales called the meeting to order at 6:30 p.m.

5. Opening Ceremonies

5.1 Pledge of Allegiance

The Pledge of Allegiance was led by Kim Sorensen, Parks and Recreation Director

5.2 Approval of Minutes

5.2.1 None scheduled.

5.3 Special Recognition

Mr. Hales introduced Brian Zehnder, Utah State Senate – District 8, who was in attendance.

5.3.1 Murray City Council Employee of the Month, Steve Reid, Murray City Building Official.

Staff Presentation: Brett Hales, Councilmember
Tim Tingey, ADS Director

Mr. Hales said the Council started the Employee of the Month program because they felt it was important to recognize the City's employees. He presented Mr. Reid with a certificate, a \$50 gift card and told him that his name would appear on the plaque located in the Council Chambers. He expressed his appreciation to Mr. Reid for all he does for the City.

Mr. Tingey spoke about all Mr. Reid has accomplished during his 11 years with the city.

6. Citizen Comments – Comments are limited to 3 minutes unless otherwise approved by the Council.

Janice Strobell – Murray City, Utah

See Attachment 1 for Ms. Strobell's comments.

Rob Roake - NeighborWorks Salt Lake

Mr. Roake said that NeighborWorks does a service project called, "Paint Your Heart Out," where teams paint houses for free for homeowners who need it (generally low-income or elderly). He said they are looking for houses to paint in Murray City.

7. Consent Agenda

7.1 Consider confirmation of the Mayor's reappointment of Karen Daniels as a Murray City Hearing Officer for a three-year term to expire May 5, 2021.

MOTION: Mr. Brass moved to adopt the Consent Agenda. The motion was SECONDED by Ms. Turner.

Council roll call vote:

Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

8. Public Hearings

8.1 Public Hearing #1

8.1.1 Staff and sponsor presentations and public comment will be given prior to Council action on the following matter:

Consider an ordinance enacting Chapter 17.82 of the Murray City Municipal Code related to small wireless facilities.

Staff Presentation: Tim Tingey, ADS Director

Mr. Tingey said this item was discussed with the City Council at a Committee of the Whole meeting. He explained this proposed ordinance was prompted by changes in legislation by both the State and Federal Governments. The Planning Commission reviewed this proposed ordinance on April 5, 2018. Mr. Tingey highlighted some elements of this ordinance such as it acknowledges both Federal and State Laws, it focuses on the small wireless facilities in the right-of-way, not ones on private property and it defines elements related to small wireless facilities.

Mr. Tingey stated he received a letter from the law firm of Sherman & Howard, who represent Verizon Wireless, with a few changes they would like to see made to this ordinance. Mr. Tingey said his staff has spent a lot of time with the Attorney's office working on this ordinance and he feels comfortable that this ordinance meets State Code. He went over some of the changes Sherman & Howard were requesting.

Mr. Tingey said there is one issue with this ordinance, related to relocation on power poles, that he and the City Attorney would like more time to review and address. He noted this change was not prompted by the letter from Sherman & Howard.

The public hearing was opened for public comment.

Nefi Garcia – Mobilite Wireless

Mr. Garcia has six sites he is working on within Murray City. He thinks this proposed ordinance is good and he thanked the staff for writing this new ordinance.

Mr. Hales stated the public hearing would be continued on June 5, 2018.

Mr. Brass said he read the ordinance. His concern is that the city's poles are getting more and more cluttered and he's glad it's getting a closer look. He doesn't want to compromise system reliability or cause safety issues for the crews to climb the poles.

8.1.2 Council consideration of the above matter.

MOTION: Mr. Nicponski moved to continue this public hearing until the June 5, 2018 City Council Meeting. The motion was SECONDED by Mr. Brass.

Council roll call vote:

Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye
Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

9. Unfinished Business

9.1 None scheduled.

10. New Business

10.1 Consider a resolution changing the name of the L. Clark Cushing Heritage Center to the L. Clark Cushing Senior Recreation Center.

Staff presentation: Kim Sorenson, Parks and Recreation Director

Mr. Sorenson said this began as a staff recommendation. Staff believes the current name of the Heritage Center does not accurately define or give an understanding to what the Heritage Center does or offers. This item has been taken to both the Heritage Center Advisory Board and the Parks and Recreation Advisory Board; both of those Boards gave it a unanimous approval. They also surveyed 100 participants at the Heritage Center who gave it a majority approval. Those that voted against it didn't want to keep the name, but they had other ideas as to what the name should be changed to. Mr. Sorenson said the cost to make this change would be under \$1,000.

MOTION: Ms. Turner moved to adopt the resolution. The motion was SECONDED by Mr. Brass

Council roll call vote:

Mr. Nicponski	Aye
Mr. Cox	Aye
Mr. Brass	Aye

Ms. Turner	Aye
Mr. Hales	Aye

Motion passed 5-0

11. Mayor

11.1 Report

Mayor Camp reminded everyone of the Arbor Day celebration that will be held on Friday, May 4, 2018 beginning at noon at the Amphitheater. The program is called, "Trees are Terrific for a Healthy Environment". The city will be receiving its Tree City USA designation from Brian Cottam, State Forester, and awards will be given to the students that participated in the art contest at that event.

Mayor Camp said the city is participating in the 12th Annual Water Quality Fair at Hogle Zoo on May 10, 2018. Two to three-thousand 4th grade students participate in the fair every year. They learn about storm water and how to keep it clean.

Mayor Camp noted that beginning on Sunday, May 6, 2018, the Park Center will be closed on Sundays throughout the summer. It will reopen on Sundays starting on November 4, 2018.

11.2 Questions for the Mayor

12. Adjournment

The meeting was adjourned at 7:01 p.m.

Jennifer Kennedy, City Recorder

Attachment 1

Preserve Murray is excited for the possibilities that lie ahead with Murray's downtown redevelopment. We applaud the renovation plans the city has unveiled for the Murray Theater. This theater will contribute greatly to Murray's vision of a vibrant walkable downtown. Murray citizens eagerly welcome the theater as a valuable entertainment attraction in our midst.

Attending the theater in a walkable community is a powerful way for citizens to develop casual connections that strengthen communities, or sociability. Sociability helps us more fully understand the living situations of our fellow citizens and, therefore, helps our community to make economic, political and social decisions more compassionately and responsibly. We encourage the city to promote designs in our downtown redevelopment that inspires such casual connections – chances of interacting with other human beings and feeling connected as one big family in our great city.

The Murray Theater is part of the city block which includes 5 more of our city's designated historic buildings – The Murray First Ward Church, Carnegie Library, Jones Court and Vine Street duplexes. This one city block could be argued to contain the most unique and iconic historic structures we have remaining in our quaint downtown. The other historic buildings in the block, besides the Murray Theater, have been out of commission due to being part of a lawsuit. The judge just issued his ruling last Friday. We now look forward to the future opportunities for these historic buildings becoming shining hallmarks of our vibrant downtown. The possibilities for the historic buildings in this city block to create greater sociability in our downtown are vast.

Preserve Murray is ready to work with Murray City and explore the vast opportunities possible for developing this historic block of the Murray Theater and the Murray First Ward Church – creating a hub of sociability strengthening the connections of our Murray family.

RESOLUTION NO. R 18.16

A RESOLUTION CHANGING THE NAME OF THE L. CLARK CUSHING HERITAGE CENTER TO THE L. CLARK CUSHING SENIOR RECREATION CENTER.

WHEREAS, Murray City (the "City") owns and operates the L. Clark Cushing Heritage Center located at 10 East 6150 South, Murray City, Salt Lake County, Utah ("Heritage Center"); and

WHEREAS, the Heritage Center is a recreation center for adults age 55 and over; and

WHEREAS, the City Council has received a request from City staff to formally change the name of the Heritage Center to the L. Clark Cushing Senior Recreation Center in order to more fully and accurately describe the services and activities provided by the City therein; and

WHEREAS, the Heritage Center Advisory Board and the Parks and Recreation Advisory Board recommend the name be changed; and

WHEREAS, the City Council is authorized to "name . . . public places and change the names thereof" (Utah Code Ann. §10-8-32); and

WHEREAS, the City Council has considered the request to change the name of the L. Clark Cushing Heritage Center; and

WHEREAS, the City Council determines that the building currently known as the L. Clark Cushing Heritage Center should be formally renamed the L. Clark Cushing Senior Recreation Center;

NOW, THEREFORE, BE IT RESOLVED by the Murray City Municipal Council that:

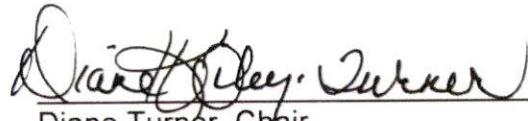
1. The L. Clark Cushing Heritage Center, owned and operated by Murray City, located at 10 East 6150 South, Murray City, Salt Lake County, Utah, is renamed and shall hereafter be known as the L. Clark Cushing Senior Recreation Center.
2. The appropriate records of the City shall be adjusted accordingly to reflect the name change.
3. The Parks and Recreation Department is hereby directed to change existing signs, letterheads and references as affected by this Resolution, as resources permit.

4. The City Recorder is hereby directed to send a certified copy of this Resolution, by registered or certified mail, to the post office branch serving the area in which the name of the public place is changed.

5. This resolution is effective upon adoption.

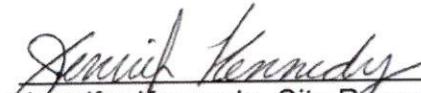
PASSED and APPROVED and made effective this 1st day of May 2018.

MURRAY CITY MUNICIPAL COUNCIL



Diane Turner, Chair

ATTEST:


Jennifer Kennedy, City Recorder



MURRAY
CITY COUNCIL

Business Item #3



MURRAY

Council Action Request

Community and Economic Development

Murray Downtown Disposition Agreement

Council Meeting

Meeting Date: April 15, 2025

Department Director Chad Wilkinson	Purpose of Proposal This resolution authorizes Murray City to enter into a Disposition Agreement with Rockworth Companies.
Phone # 801-270-2427	Action Requested Consideration of a resolution authorizing Murray City to enter into a Disposition Agreement with Rockworth Companies.
Presenters Chad Wilkinson	Attachments City Real Estate Disposition Agreement - RESOLUTION 2025 Murray City Disposition Agreement
Required Time for Presentation	Budget Impact The agreement includes the disposition of a ± 0.76 acre parcel at 48 E 4800 S appraised at ± \$1,211,000. This budget impact was previously considered in a public hearing on March 4, 2025.
Is This Time Sensitive Yes	Description of this Item Resolution approving a real estate disposition agreement with Rockworth Companies for 0.76 acres of real property located at 48 East 4800 South located in Murray, Salt Lake county, Utah.
Mayor's Approval	  Date April 1, 2025

RESOLUTION 25-__

RESOLUTION APPROVING A REAL ESTATE DISPOSITION AGREEMENT WITH ROCKWORTH COMPANIES FOR .76 ACRES OF REAL PROPERTY LOCATED AT 48 EAST 4800 SOUTH LOCATED IN MURRAY, SALT LAKE COUNTY, UTAH.

WHEREAS, Murray City owns a .76 acre parcel of real property located at approximately 48 East 4800 South, Murray City, Salt Lake County, State of Utah (the "City Property") that is part of the 3.10 acres of real property commonly referred to as "Block One"; and

WHEREAS, Rockworth Companies ("Developer") is a company that represents that it has over 20 years of development history specializing in developing multifamily, retail, and commercial space, including the well-respected office and retail mixed use developments known as Holladay Village Square and Holladay Marketplace located in Holladay, Utah; and

WHEREAS, representatives of the City met with Developer to discuss conceptually, the development of the Block One Property; and

WHEREAS, Developer was chosen by City and Redevelopment Agency of Murray City ("RDA") representatives to develop the Block One Property because it presented a viable plan for redevelopment that fits well with the City's vision for redevelopment of the downtown area; and

WHEREAS, pursuant to Section 10-8-2 of the Utah Code, a public hearing was held on March 4, 2025, before the City Council to consider the contribution and conveyance of the City Property for less than the appraised value; and

WHEREAS, after receiving public input, reviewing a study performed by Zions Public Finance, Inc estimating the net value to be received for the contribution of the City Property, and considering other factors, the Council made a determination regarding the contribution and conveyance of the City Property; and

WHEREAS, on April 1, 2025, the City approved Resolution R25-20 authorizing the City to enter into a development agreement with the RDA and Developer; and

WHEREAS, the City Council has determined and now hereby determines that it is necessary, desirable and in the best interests of the City and the community's residents to enter into a disposition agreement with the Developer for the development of City Property, as a part of the Block One development, in substantially the form of the Real Estate Disposition Agreement by and between the City and the Developer (the "Disposition Agreement") presented to the City Council and attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Murray City Municipal Council that:

1. The Disposition Agreement, in substantially the form presented to the City Council, attached hereto, is approved and authorized.
2. The Mayor is hereby authorized for and on behalf of the City to execute and deliver the Disposition Agreement in substantially the form presented to the City Council.
3. This Resolution shall take effect upon its execution.

PASSED, APPROVED AND ADOPTED by the Murray City Municipal Council this _____ day of April 2025.

MURRAY CITY MUNICIPAL COUNCIL

Pam Cotter, Chair

ATTEST:

Brooke Smith, City Recorder

REAL PROPERTY DISPOSITION AGREEMENT
48 East 4800 South, Murray, Utah 84107

This REAL PROPERTY DISPOSITION AGREEMENT (this “**Agreement**”) is made and entered this __ day of April 2025 (the “Effective Date”), by and between **MURRAY CITY**, a Utah municipality and political subdivision of the State of Utah (“**City**”) and **ROCKWORTH COMPANIES, LLC**, a Utah limited liability company (“**Developer**”).

The Parties agree as follows:

SECTION 1
PRELIMINARY STATEMENTS

1.1 **Purpose.** The primary purpose of this Agreement is to contribute and convey certain City Property to Developer to assist the redevelopment of a majority of parcels that make up the area in Murray City known as “Block One.” Block One has become functionally obsolete and blighted. The City recognizes the importance of its role in redevelopment activities and active participation in benefiting the community. The Parties agree that without the contribution of the City Property, the redevelopment of Block One would not be economically feasible.

1.2 **City Property.** The City is the owner of property located at 48 East 4800 South in Murray, Utah and more particularly described on Exhibit A, attached hereto and made part of herein by this reference (“**City Property**”). The City Property is comprised of approximately .76 acres and is currently improved as a surface parking lot used by City employees.

1.3 **The Property.** The City Property is one parcel of a larger site that includes, in addition to the City Property, ten full parcels and one partial parcel and, together with certain parcels of real property (“**Agency Property**”) owned by the Redevelopment Agency of Murray City (the “**Agency**”) and one parcel of real property acquired by Developer (the “**DAR Property**”), collectively constitute the **Property** which is depicted and described on Exhibit D-1 to the Development Agreement. The Property comprises approximately 3.52 acres of Block One. The Property is located within the Central Business District Redevelopment Project Area and is bordered by 4800 South on the north, 5th Avenue on the South, State Street on the east, and Hanauer Street to the west excluding parcel numbers 2207105010, 2207104017, 2207104044, 2207104043, 2207105020, and the southern part of parcel number 2207105004 (partial, approximately 0.10 acres).

1.4 **The Project.** In furtherance of the City’s redevelopment objectives, the Developer wants to acquire the Site and construct certain improvements on the Site currently anticipated to include approximately 150 residential units, 48,600 square feet of retail/office space and associated public and private parking (including surface and underground parking), site improvements, and appurtenances, all of which is more particularly described in Exhibit B-1 of the Development Agreement (the “**Project**”). The Project will be developed according to applicable design guidelines, local zoning, and all Murray City and Agency approvals. The Project,

which will be developed in one phase, is intended to create a transformational new neighborhood in downtown Murray City that will attract residents and visitors and serve as a catalyst for further downtown development.

1.5 Reimbursement of Certain Costs. The Parties have further acknowledged and agreed that in order to make the acquisition of the Site and the construction and operation of the Project economically viable, the Agency needs to disburse to the Developer certain funds for certain elements of the Project, including for the relocation of a high pressure gas transmission line (or lines) and for an underground parking structure from project area funds. The Developer acknowledges that, as required by law, Developer will be required to obtain separate approval by vote of the Agency Board of a Participation Agreement, a form of which is attached hereto at Exhibit E, outlining such reimbursement incentives which is not the subject of this Agreement.

1.6 Parties to this Agreement:

(a) Murray City. The City is a municipality and political subdivision duly organized and existing under the laws of Utah, and exercising all of the powers provided for therein and pursuant to Utah Code Ann. 10-9-101, et. seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies.

The address of the City for purposes of this Agreement is: Murray City, 10 East 4800 South, Murray, UT 84107. The City's telephone number is 801-270-2400.

(b) Rockworth Companies, LLC. The Developer is a limited liability company organized and existing in good standing under and pursuant to the Utah Revised Uniform Limited Liability Company Act, or its successor, authorized to do business in Utah under and pursuant to the Utah Revised Uniform Limited Liability Company Act , Utah Code Ann. §48-3a-1-1 et seq., as amended, and exercising all of the powers provided for therein.

The address of the Developer for purposes of this Agreement is: Rockworth Companies, LLC, 4655 South 2300 East, Suite #205, Holladay, UT 84117. The Developer's telephone number is 801-501-0727.

(i) Developer's Experience. The Developer is a company whose history includes over 20 years of development experience specializing in developing multi-family, retail, and commercial space, including the well-respected office and retail mixed use developments known as Holladay Village Square and Holladay Marketplace located in Holladay, Utah.

(ii) Selection of the Developer. On August 13, 2024, the Agency Board approved Resolution R24-50 authorizing the City to negotiate with Developer for the acquisition and development of the Agency Property. Developer was chosen because it presented the Agency with a viable plan for redevelopment that fits well with the Agency's and City's vision for redevelopment of the downtown area. The Agency concluded that the Developer possesses the master planning expertise, development and redevelopment experience, marketing

relationships, experience with end users, and execution capabilities to best achieve the Agency's and City's vision for the City Property.

(iv) Material Inducements. The identity and qualifications of the Developer and the completion of the Project according to the terms of the Development Agreement are Material Inducements to the City to enter into this Agreement.

1.7 Best Interests. The City Council finds it to be in the City's best interest and in the best interest of the community to convey the City Property to the Developer in exchange for the Developer's covenants and commitments to improve the City Property and two additional parcels in the manner and by the times described in the Development Agreement. The City Council finds further that the Developer's acceptance of the City Property and the performance of the Development Agreement and the benefits therefrom are necessary and appropriate to accomplish the reasonable goals and objectives of the City and City in the area of economic development, job creation, elimination of development impediments, job preservation, and other public purposes.

1.8 Preliminary Statements. The preliminary statements set forth in this Section 1 are accurate, correct and true and incorporated herein by this reference.

1.9 Exhibits. The following exhibits are attached to and incorporated in the Agreement:

- Exhibit A: Depiction and Legal Description of the City Property
- Exhibit B: Form of Special Warranty Deed
- Exhibit C: Form of Development Agreement
- Exhibit D: Form of Parking Agreement
- Exhibit E: Form of Participation Agreement

SECTION 2

DEFINITIONS

The terms defined in the Preamble and Preliminary Statements have their assigned meanings, and each of the following terms has the meaning assigned to it:

“Agency” has the meaning set forth in Section 1.3.

“Agency Board” means the governing body of the Agency consisting of the current members of the City Council.

“Agreement” means this Real Property Disposition Agreement and all Exhibits, as amended from time to time.

“City” means Murray City.

“City Event of Default” means any default under this Agreement by City that is not cured by the City within thirty (30) days after written notice thereof from the Developer.

“City Invitees” has the meaning specified in Section 3.2(b)(i).

“City Parking Hours” has the meaning specified in Section 3.2(b)(i).

“City Parking Stalls” has the meaning specified in Section 3.2(b)(i).

“City Property” has the meaning specified in Section 1.2.

“Closing” means the transfer of title to the City Property by the City to the Developer in accordance with Section 7 below.

“Closing Date” has the meaning specified in Section 7.2 below.

“Community” means Murray City.

“Covered Parties” means the City and its past, present, and future directors, officers, employees, representatives, and agents.

“Deed” means, in the event of a Closing, the special warranty deed from the City conveying title to the City Property in the form attached hereto as Exhibit B.

“Developer” has the meaning set forth in the introductory paragraph of this Agreement and in Section 1.6(b).

“Developer Event of Default” means any default under this Agreement by the Developer that is not cured by the Developer within thirty (30) days after written notice thereof from the City.

“Development Agreement” means the Development Agreement entered into between the City, Developer, and City with respect to the development of the Project in the form of Exhibit C attached hereto.

“Due Diligence Period” means the period commencing on the Effective Date and expiring on the Due Diligence Period Expiration Date.

“Due Diligence Period Expiration Date” means the date that is 120 days after the Effective Date of the Development Agreement.

“Effective Date” has the meaning specified in the first sentence of this Agreement.

“Environmental Tests” has the meaning specified in Section 4.1(c) below.

“Hazardous Material” means any substance or material that is defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous waste,” “acutely hazardous wastes,” “restricted hazardous waste,” “toxic substances,” or “known to cause cancer or reproductive toxicity” (or words of similar import), petroleum products (including crude oil or any fraction thereof), or any other chemical, substance, or material that is prohibited, limited, or regulated under any federal, state, or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now or hereafter in force regulating, relating to, or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources.

“Outside Closing Date” means the later of (a) ten (10) business days after the Due Diligence Period Expiration Date, and (b) October 1, 2025.

“Parking Agreement” means, in the event of a Closing, the Parking Agreement to be entered into between the City, Agency, and Developer with respect to the one-story underground parking structure in the form of Exhibit D attached hereto.

Participation Agreement means the Participation Agreement to be entered into between the Agency and Developer with respect to the disbursement to Developer of costs associated with a high pressure gas transmission line, or lines, and the underground parking structure in the form of Exhibit E attached hereto.

“Parties” means the Developer and the City.

“Party” means Developer or the City individually.

“Permitted Exceptions” means the Deed, the Development Agreement, the Parking Agreement, and the exceptions from the Title Commitment.

“Project” means the acquisition of the Property and the construction of the improvements.

“Reimbursable Soft Costs” means certain costs associated with preliminary architecture fees, geotechnical reports, civil engineering fees, and environmental reports up to a maximum amount not to exceed \$150,000.00.

“Settlement Statement” means a settlement statement prepared by the Title Company, showing each Party’s share of prorations and costs of Closing as specified herein.

“Title Commitment” means that certain Commitment for Title Insurance to be issued by the Title Company for the most current version of an ALTA Form Owner’s Title Policy and in the amount of \$1,211,000.00 naming the Developer as proposed insured.

“Title Company” means Cottonwood Title Insurance Agency, 1996 E. 6400 S., Ste. 120, Murray, UT 84121, Attn: Cort Ashton.

SECTION 3

DISPOSITION OF THE PROPERTY

3.1 **Contribution and Conveyance.** The market value of the City Property is approximately \$1,211,000.00. For and in consideration of the terms and conditions of this Agreement, the Development Agreement and the Participation Agreement, the City hereby agrees to contribute and convey to the Developer, and the Developer hereby agrees to accept and receive from the City, the City Property.

3.2 **Consideration.** The consideration for the conveyance of the City Property includes:

(a) the Material Inducements including, without limiting, Developer’s covenants and commitments to improve the Property in the manner and by the times described in the Development Agreement which, among other things, includes the reduction in the maximum height and density requested by the City to two stories on the State Street frontage, up to four stories on Hanauer Street frontages and a maximum density of 50 units per acre; and

(b) **City Parking in Underground Parking Structure.** Developer shall provide the City in perpetuity parking rights and spaces without any charge of any kind upon the following terms.

(i) According to the terms of the Parking Agreement, a copy of which is attached hereto as Exhibit D and by this reference made a part hereof, which the Parties agree to execute and record at time of Closing, the Developer shall grant the City, for use by City employees, agents, contractors, invitees (including any person who is in any way connected with the operations, purposes, or functions of the City Hall; collectively, “**City Invitees**”), no less than thirty two (32) dedicated parking stalls in the underground parking structure (“**City Parking Stalls**”) on all weekdays from the hours of 7:30 am to 5:30 pm (or as otherwise adjusted in the future to accommodate the present and future operational hours and needs of the City (“**City Parking Hours**”)), and on weekends, holidays, and during evening hours, on a first come, first served basis for use by the general public. The City Parking Stalls shall be directly located contiguous to the southwest entrance to the parking structure and separated from all other parking spaces through the use of gates, barriers, or other means of separation acceptable to the City during City Parking Hours, in accordance with the Parking Agreement. Developer shall exclude Project tenants from using the City Parking Stalls during City Parking Hours.

(ii) Survival. The covenants, representations and warranties of subsection (b) of this Section 3.2 shall survive the Closing hereof and be directly incorporated by this reference into the Parking Agreement.

3.3 Title. In the event of a Closing, the Developer agrees that the acquisition of the Property from the City will be subject to the Permitted Exceptions.

3.4 Development Agreement. Prior to the execution of this agreement, the Developer, Agency, and City shall execute and record the Development Agreement.

3.5 Parking Agreement. In the event of a Closing, the Developer and the Developer, Agency, and City shall execute the Parking Agreement.

3.6 Participation and Reimbursement Agreement. Contemporaneously herewith, Developer and Agency shall execute and record the Participation and Reimbursement Agreement.

SECTION 4 PREDISPOSITION CONDITIONS

4.1 Due Diligence Period. The obligation of the Developer to acquire the Property and perform the obligations under the Development Agreement are subject to the satisfaction of the condition precedent set forth in Section 4.2(a) based on the following reviews during the Due Diligence Period:

(a) General Review. The Developer may make such investigations and inspections of the Property as Developer deems necessary or acceptable, in the Developer's sole discretion and at the Developer's sole expense. In connection with such investigations and inspections, the Developer, and its employees, agents, consultants and contractors, shall have the right to enter upon the City Property and inspect and conduct such assessments, investigations, reviews, studies, tests and analyses of the City Property. The City agrees to provide the Developer with copies of all studies, reports and other investigations with respect to the Property that the City has received.

(b) Title and Survey Matters. The Developer may review the **Title Commitment**, and all exception documents referred to therein and any surveys it obtains at its expense.

(c) Environmental Investigations. The Developer may make such investigations and inspections of the City Property relating to environmental matters as Developer deems necessary or acceptable, in Developer's sole discretion and at Developer's sole expense, including but not limited to, the performance of Phase I environmental site assessments, and conducting of other tests or investigations of or on the City Property (collectively, "**Environmental Tests**"). The Developer shall cause such Environmental Tests to be conducted in accordance with applicable laws, regulations, and ordinances applicable to the City Property. Prior to conducting any Environmental Tests on the City Property, if any applicable laws, regulations or ordinances require permits, approvals, or consents from any governmental entity or agency, Developer shall obtain the requisite permits, approvals and consents. If the Developer desires to conduct any invasive procedures (a Phase II environmental site assessment, soil sampling, etc.), Developer agrees to obtain the City's written approval prior to conducting any such invasive procedures.

The City shall provide updates to Phase I reports on the City Property that it previously obtained, with reliance letters from the consultant in form and substance satisfactory to the Developer.

(d) Responsibilities. The Developer shall indemnify, defend and hold the City harmless from any and all damages, claims, liabilities, expenses (including reasonable attorneys' fees), penalties, and fines arising out of or as a result of any testing and inspection of the Property performed by the Developer, its agents, consultants, contractors and/or their subcontractors, provided Developer shall have no obligation, responsibility or liability under this provision with respect to any damages, claims, liabilities, expenses (including reasonable attorneys' fees), penalties or fines arising out of or as a result of the negligence or willful conduct of the City.

4.2 Conditions Precedent. The obligation of the Developer to purchase the Property is subject to the satisfaction, at no expense or liability to the City, of the following conditions precedent:

(a) Review. The Developer shall have determined that the City Property is satisfactory for the Developer's purposes pursuant to Section 4.1 above.

(b) No Material Adverse Change. The Developer shall have determined that there has been no material adverse change to the condition of the City Property.

(c) No Change in Market Conditions. The Developer shall have determined that there has been no material adverse change to the market conditions affecting the construction or post-construction operation of the City Property.

(d) Closing Matters. The City shall have delivered the items listed in Section 7.5 below.

(e) The City's Performance. There shall not be a City Event of Default.

4.3 No Obligation of the City. The Parties agree that (a) the City does not guarantee, warrant, or represent that any of the conditions set forth in this Section shall be or can be satisfied, (b) the City shall incur no liability or expense in connection with the Developer's ability or inability to satisfy any of such conditions, nor shall the City be obligated to take any action, and (c) subject to Section 4.4, the Developer agrees that any expenditure, commitment, or other action taken by it pursuant to this Agreement or prior to its execution of this Agreement, or otherwise in contemplation of the Closing, has been and/or is taken at its own risk, and no such expenditure, commitment, or action shall obligate the City to incur any liability to the Developer or any third party, against which the Developer expressly indemnifies the Covered Parties.

4.4 Termination Upon Failure of Conditions Precedent; Soft Costs Reimbursement. With respect to the conditions precedent in Section 4.2, if each of the conditions specified in Section 4.2 has not been satisfied or waived by the Developer, by the date that is three (3) business days prior to the Closing Date, then the Developer shall have the option to either (i) terminate this

Agreement, or (ii) waive such condition(s) and proceed to the Closing as provided in this Agreement.

In the event of termination pursuant to this Section 4.4, the Parties agree that Developer will have incurred certain soft costs in relation to its investigation of this acquisition and development opportunity. The City agrees to reimburse the Developer for its Reimbursable Soft Costs and to purchase the DAR Property (as defined in the Development Agreement) in accordance with Section 1.5(c) of the Development Agreement. Such Reimbursable Soft Costs must be supported by adequate written proof documenting the amounts. Such costs are subject to the maximum, not to exceed, reimbursable amount of One Hundred Fifty Thousand Dollars (\$150,000.00). Except as otherwise provided herein or in the Development Agreement, neither Party shall have any further obligations or liability to the other Party.

SECTION 5 PREDISPOSITION CONDITIONS TO THE CITY'S OBLIGATIONS

5.1 Conditions. The City's obligation to sell the City Property is subject to the satisfaction or the City's waiver, at no expense or liability to the Developer, of the condition that there shall not be a Developer Event of Default.

5.2 Termination Upon Failure of Conditions Precedent. With respect to the condition precedent in Section 5.1 (Developer Event of Default), if the condition specified in Section 5.1 has not been satisfied or waived by the City by the Outside Closing Date, then the City shall have the option of terminating this Agreement, subject to Section 4.4 above (Soft Costs Reimbursement), and neither Party shall have any further obligations or liability to the other Party.

SECTION 6 REPRESENTATIONS AND WARRANTIES

Section 6.1 City Representations. City represents and warrants to Developer as follows:

(a) Authority. City is a municipality and political subdivision duly organized and existing under the laws of Utah, and exercising all of the powers provided for therein and pursuant to Utah Code Annotated Section 10-9-101, et seq., Title 10 of the Utah Code Annotated, and its ordinances, resolutions, and regulations and in furtherance of its land use policies.

(b) No Conflict. City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(c) Litigation. City has no actual knowledge of, nor has City received any notice of or know of any basis for, any actual, threatened or pending litigation or proceeding by any organization, person, individual or governmental agency against City with respect to the Project or the entitlements or against the City Property. In the event City receives notice of any such

actual, threatened or pending litigation or proceeding prior to the Closing, City shall promptly notify Developer thereof.

(d) Notices of Violation. City has no actual knowledge of, nor has City received any notice of any basis for, any violations of laws, statutes, regulations, ordinances, other legal requirements with respect to the entitlements, the Project or the City Property (or any part thereof), or with respect to the use, occupancy or construction thereof, or any investigations by any governmental or quasi-governmental authority into potential violations thereof. In the event City receives notice of any such violations or investigations affecting the entitlements, the Project, or the City Property prior to the Closing, City promptly shall notify Developer thereof.

Until Closing, City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 6.1. not to be true as of the Closing, immediately give written notice of such fact or condition to Developer. Such exception(s) to a representation or warranty shall not be deemed a breach by City hereunder, but shall constitute an exception which Developer shall have a right to approve or disapprove if Developer, in its reasonable discretion, determines such exception would materially adversely affect the value, development, insurability, financing, maintenance, and/or operation of the Project by Developer or Developer's exposure to risk or liability with respect to the Project. If Developer elects, acting in its sole discretion, to close the escrow following disclosure of such information, Agencies representations and warranties contained herein shall be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, Developer, acting in its sole discretion, elects to not close Escrow, then Developer shall give notice to City of such election within thirty (30) days after disclosure of such information, Escrow Agent shall return all documents to the Party that delivered the same, City shall reimburse the Developer for its softs costs and purchase the DAR Property from Developer as provided in Section 4.4 above and the Development Agreement, and this Agreement and the escrow shall thereafter automatically terminate, and neither Party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 6.1., subject to any such exceptions, shall survive the Closing.

Section 6.2. Developer's Representations. Developer represents and warrants to City as follows:

(a) Authority. Developer is a duly organized Utah limited liability company established within and in good standing under the laws of the State of Utah and is authorized to do business in the State of Utah. The execution, performance and delivery of this Agreement by Developer has been fully authorized by all requisite actions on the part of Developer.

(b) No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(c) No Developer Bankruptcy. Developer is not the subject of a bankruptcy proceeding.

Until the Closing, Developer shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 6.2. not to be true as of the Closing, immediately give written notice of such fact or condition to City. Such exception(s) to a representation shall not be deemed a breach by Developer hereunder but shall constitute an exception which City shall have a right to approve or disapprove if City, in its reasonable discretion, determines that such exception would have an effect on the value and/or operation of the Project. If City, acting in its reasonable discretion, elects to close the escrow following disclosure of such information, Developer's representations and warranties contained herein shall be deemed to have been made as of the Closing, subject to such exception(s). If, following the disclosure of such information, City elects, acting in its reasonable discretion, to not close the escrow, then this Agreement and the escrow shall automatically terminate, escrow Agent shall return all documents to the Party that delivered the same, and neither Party shall have any further rights, obligations or liabilities hereunder. The representations and warranties set forth in this Section 6.2., subject to such exception(s), shall survive the Closing.

SECTION 7 CLOSING

7.1 Title Company. Promptly following the execution of this Agreement, the City shall open an escrow with the Title Company. A copy of this Agreement shall be provided to the Title Company to advise the Title Company of the terms and conditions hereof. Prior to the Closing, the Developer and the City shall give separate written closing instructions to the Title Company (with a copy sent concurrently to the other Party) which instructions shall be consistent with the provisions of this Agreement.

7.2 Outside Closing Date. The Closing hereunder shall take place on a date selected by the Developer (the "**Closing Date**") that is on or before the Outside Closing Date.

7.3 Prorations. Normal prorations of taxes and related items shall be made at the Closing. If the Closing occurs before the tax rate is fixed for the then current year, then the proration of taxes shall be based upon taxes for the prior year and adjusted for the year of the Closing within a reasonable time after they become finally determined for such year.

7.4 Costs and Title Policy. The City shall pay the cost of recording the documents that need to be recorded as part of the Closing. Any escrow fees and additional recording fees shall be paid equally by the Parties. The City shall pay the cost of the premium for a standard form owner's policy of title insurance in accordance with the approved Title Commitment. If the Developer elects extended coverage, the Developer shall pay the difference between the title insurance premium for standard coverage and the title insurance premium for extended coverage. The Developer shall pay the costs of any endorsements requested by the Developer.

7.5 Items to be Delivered by the City at the Closing. At the Closing, the City shall deliver, or cause to be delivered, to the Developer each of the following items:

- (a) The Deed, duly executed and acknowledged by the City, and in form for recording, conveying fee simple title to the City Property to the Developer, subject only to the Permitted Exceptions.
- (b) A standard owner's title policy.
- (c) The Development Agreement, duly executed and acknowledged by the City.
- (d) The Parking Agreement, duly executed and acknowledged by the City.
- (e) The Settlement Statement, approved by the City.

7.6 Items to be Delivered by the Developer at the Closing. At the Closing, the Developer shall deliver, or cause to be delivered, to the City each of the following items:

- (a) The Development Agreement, duly executed and acknowledged by the Developer.
- (b) The Participation Agreement, duly executed by the Developer.
- (c) The Parking Agreement, duly executed and acknowledged by the Developer.
- (d) The Settlement Statement, approved by the Developer.

7.7 Possession. Possession of the Property shall be delivered to the Developer by the City at Closing.

SECTION 8 OTHER PROVISIONS

8.1 No Representations as to the Property. The Developer hereby affirms that the City, its agents, employees, and/or attorneys have not made, nor has the Developer relied upon any representation, warranty, or promise with respect to the City Property or any other subject matter of this Agreement except as expressly set forth in this Agreement and/or the Deed, including, without limitation, any warranties or representations, express or implied, as to matters of title or the existence of any easements or other encumbrances, the general plan designation, zoning, value, use, tax status or physical condition of the City Property, or improvements thereon, or any part thereof, including but not limited to the flood elevations, drainage patterns and soils and subsoils composition and compaction level, and other conditions at the City Property, or the existence or non-existence of Hazardous Material or any other environmental condition on or under the City Property or adjacent property, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or reports therefor. Without limiting the

generality of the foregoing, and except for the warranties and covenants set forth in the Deed, the Developer is purchasing the Property from the City in an "AS IS", "WHERE IS" CONDITION, SUBJECT TO "ALL FAULTS", INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, AND THE EXISTENCE OF HAZARDOUS MATERIAL. EXCEPT AS OTHERWISE PROVIDED IN THE DEED, THE DEVELOPER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TITLE, CONDITION, AND USE OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.2 No Commissions. Each of the City and the Developer represents that it has not entered into any written contracts with any brokers or finders nor obligated themselves to pay any real estate commissions or finders' fees on account of the execution of this Agreement or the close of the transaction contemplated hereby. Based on such representations, the Developer and the City hereby agree to indemnify and hold each other harmless from any claims, damages, expenses, liabilities, liens, or judgments (including costs, expenses, and attorneys' fees in defending the same) which arise on account of any claim made against the indemnifying party that real estate commissions or finders' fees (including those identified above) are payable and have not been discharged in their entirety.

8.3 Condemnation. If any material portion of the City Property is condemned or access thereto is taken prior to the Closing Date, and the Developer reasonably concludes that the taking renders the City Property unsuitable for the development contemplated by the Development Agreement and the Developer so notifies the City in writing promptly after learning of such condemnation action, then this Agreement shall terminate. If this Agreement is not terminated pursuant to the preceding sentence, the Parties agree that any condemnation award shall be disbursed as provided in the Development Agreement; provided, however, that if such award is disbursed prior to Closing, it shall be held in escrow by Escrow Agent and shall be disbursed to Developer at Closing or, if this Agreement is terminated as provided herein, shall be disbursed to City.

8.4 Developer Event of Default Termination. IN THE EVENT OF A DEVELOPER EVENT OF DEFAULT OR IN THE EVENT THE CONDITIONS PRECEDENT DESCRIBED IN SECTIONS 4 AND 5 HEREIN HAVE BEEN SATISFIED OR WAIVED, AND THE DEVELOPER FAILS TO CLOSE THE TRANSACTION AS PROVIDED FOR HEREIN, IT IS AGREED THAT THE CITY MAY TERMINATE THIS AGREEMENT. The City hereby waives any right to seek specific performance or to recover any other damages or sums from the Developer. In no event shall the Developer be liable to the City for any damages or any other amount, except as otherwise provided in Section 9.5 (Attorney's Fees). In the event of such a termination by the City, Developer shall deliver to the City the third party reports, investigations and studies pertaining to the environmental or physical condition of the Property obtained by Developer.

8.5 City Default. In the event of a City Event of Default, the Developer shall, as the Developer's sole remedy, seek specific performance. In no event shall the City be liable to the Developer for any damages or any other amount, except as otherwise provided in Section 9.5 (Attorney's Fees).

SECTION 9 OTHER AGREEMENTS

9.1 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (a) Federal Express (or other established express delivery service which maintains delivery records), (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or other such addresses as the Parties may designate from time to time by written notice in the above manner:

To City: Murray City
Attn: Chad Wilkinson, CED Director
10 East 4800 South, Second Floor
Murray, Utah 84107

With copies to: Murray City Attorney
10 East 4800 South, Third Floor
Murray, Utah 84107

To Developer: Rockworth Companies
4655 South 2300 East, Suite #205
Holladay, UT 84117
Attn: Tom Henriod and Adam Davis

With copies to: Holland & Hart LLP
222 S. Main Street, Ste. 2200
Salt Lake City, UT 84101
Attn: Brian Cheney

Notices shall be deemed effective on receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

9.2 References. All references to "Section" or "Sections" contained herein are, unless specifically indicated otherwise, references to Sections of this Agreement. All references to "Exhibits" contained herein are references to Exhibits attached hereto, all of which are made part hereof for all purposes.

9.3 Captions; Headings. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

9.4 Number of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate.

9.5 Attorney's Fees. If a Party commences a legal or equitable proceeding to enforce any of the terms of this Agreement, then the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and actual costs from the other Party. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

9.6 Governing Law. This Agreement and all transactions contemplated hereunder and/or evidence hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

9.7 Venue. The Parties hereby agree that all actions to enforce the terms and provisions of this Agreement shall be brought and maintained only within the State of Utah and the Developer hereby consents to the exclusive jurisdiction of any court within the Third Judicial District of the State of Utah.

9.8 Amendments. This Agreement may be amended or supplemented only by an instrument in writing, executed by both City and Developer.

9.9 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

9.10 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.11 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered by the Parties, the Parties agree to perform, execute, and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

9.12 Survival. Except as otherwise provided for herein, all agreements, covenants, representations and warranties contained herein shall survive the expiration or termination of this Agreement and the performance by each Party of its obligations hereunder.

9.13 Nonliability of City and City Officials and Employees. No member, official, or employee of the Agency or City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

9.14 Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

9.15 No Relationship. Nothing contained in this Agreement, nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between the City, its successors or assigns, or the Developer, its successors or assigns.

9.16 No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.

9.17 Days. Unless otherwise specified in this Agreement, a reference to the word "days" shall mean calendar days. The term "business days" shall mean each day of the week except weekends and federal holidays during which the United States mail is not delivered.

9.18 No Waiver of Governmental Immunity. The Developer acknowledges that the Agency and City are political subdivisions of the State of Utah and as such are subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Ann. § 63-30-1 (the "Act"). No covenant, provision or agreement contained in this Agreement will be deemed to be a waiver of the rights of the Agency or the City under the Act.

9.19 Merger. This Agreement supersedes all prior agreements, and constitutes the entire agreement between the Parties with respect to the subject matter hereof and no modification or waiver will be effective unless in writing and signed by the Party to be charged. All documents and other matters required to be furnished by the Developer will be satisfactory in form and substance to counsel for the City.

9.20 Force Majeure. Neither a Party nor a Party's successor in interest shall be considered in breach of or in default with respect to any obligation under this Agreement if the delay in performance of such obligation is a result of conditions unforeseeable, beyond the Party's reasonable control, and without the Party's fault or negligence, including, events such as natural disasters (fire, flood, earthquake, storm, hurricane, or unusually severe weather), war, invasion, hostilities, terrorist activities, economic crises or significant economic downturns, epidemic, quarantine, blockage, embargo, labor dispute, strike, malicious mischief, or explosion ("Force

Majeure"). As used herein, the phrase "economic crises or significant economic downturns" means: (i) a decline of 4% or more in the gross domestic product of the United States of America over four consecutive quarters as reported by the official statistical agency for the United States of America; or (ii) an increase in the unemployment rate in the United States of America of 5 percentage points or more over a 6-month period, as reported by the official labor statistics bureau; or (iii) a decline of 15% or more in the S&P 500 Stock Index over a 3-month period; or (iv) an increase of the U.S. Treasury 10-year rate of greater than 150 basis points over a 3-month period; or (v) a downgrade of the U.S. sovereign credit rating by at least two major international credit rating agencies within a 12-month period; or (vi) any other economic event or condition that the Parties mutually agree in writing constitutes an economic crisis or significant economic downturn.

9.21 Time of the Essence. Subject to Section 9.20 above, time is of the essence hereof.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

IN WITNESS WHEREOF, the Parties have caused this Real Property Disposition Agreement to be duly executed as of the date first written.

CITY:

MURRAY CITY

By _____
Brett A. Hales, Mayor

ATTEST:

Brooke Smith
City Recorder

APPROVED AS TO CONTENT:

Chad Wilkinson, CED
Director

APPROVED AS TO FORM:

Murray City Attorney's Office

DEVELOPER:

ROCKWORTH COMPANIES, LLC

By: _____

Name: _____

Its: _____

EXHIBIT A

(To Real Property Disposition Agreement)

Depiction and Legal Description of the City Property

Consisting of Assessor's Parcel No. 22-07-105-019 (partial, approximately 0.76 acres).

That certain real property located in Salt Lake County, Utah more particularly described as follows:



A part of Lot 2, Murray City Hall Subdivision, according to the Official Plat thereof recorded as Entry No. 14195458 in Book 2024P at Page 008 in the Office of the Salt Lake County Recorder, located in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point on the easterly line of said Lot 2, located 507.82 feet North 88°07'26" East along the monument line of 4800 South Street and 33.00 feet South 01°52'34" East and 6.00 feet

South 00°18'59" West from a Salt Lake County witness monument to the Northwest corner of said Section 7 (Note: Said witness monument is located South 07°16'26" West 314.32 feet from the Northwest corner of said Section 7), and running thence along said easterly line of Lot 2, South 00°18'59" West 264.40 feet; thence South 89°58'42" West 98.05 feet to a point of curvature with a 80.00 foot radius to the right; thence westerly 24.26 feet along the arc of said curve through a central angle of 17°22'22" (chord bears North 81°20'06" West 24.16 feet); thence North 72°38'55" West 16.14 feet to the westerly line of said Lot 2 and a point on a 360.50 foot radius non-tangent curve to the left; thence along said Lot 2 the following three (3) courses: 1) northerly 94.83 feet along the arc of said curve through a central angle of 15°04'20" (chord bears North 07°54'52" East 94.56 feet); thence 2) North 00°22'42" East 149.23 feet; thence 3) North 44°15'04" East 12.98 feet; thence North 88°07'26" East 115.80 feet to the POINT OF BEGINNING.

Contains 33,085 square feet or 0.760 acres, more or less.

EXHIBIT B

(To Real Property Disposition Agreement)

Form of Special Warranty Deed

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Murray City
Attn: Chad Wilkinson, CED Director
10 East 4800 South, Second Floor
Murray, Utah 84107

Assessor's Parcel No. 22-07-105-019

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**"), is made as of the _____ day of _____, 2025, by and between Murray City, a municipality and political subdivision of the State of Utah (the "**Grantor**"), and Rockworth Companies, L.L.C., a Utah limited liability company (the "**Grantee**"):

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does, by this Deed, CONVEY AND WARRANT to the Grantee, against all claiming by, through or under it that certain real property situated in Murray City, Salt Lake County, Utah more particularly described in Schedule "1" attached hereto (the "**Property**"), subject to the exceptions to title set forth in Schedule "2" attached hereto.

The conveyance is made pursuant to that certain Real Property Disposition Agreement between Grantor and Grantee and that certain Development Agreement between Grantor, Grantee and the Redevelopment Agency of Murray, both agreements being dated _____, 2025 and the Development Agreement being recorded _____, 20____ as Document No._____, in the official records of the Salt Lake County Recorder, State of Utah. Capitalized terms used in this Deed without definition have the meaning ascribed to them in the Development Agreement. Grantor has given other value as a portion of the consideration for this conveyance.

The conveyance is subject to the following:

(1) All easements, covenants, restrictions, conditions and encumbrances of record, as set out in Schedule "2" attached hereto and incorporated herein; and

(2) A condition subsequent to this conveyance, in the event of a default including any applicable cure period by Developer before City issues a Certificate of Completion, then City shall have the option, upon sixty (60) days written notice (hereinafter "Notice of Termination") to said Developer and the Escrow Agent, to declare a termination in favor of City of the title, and of all the rights and interest of Developer in the Property. After delivery of such Notice of Termination,

and in the event Developer fails to remedy, end or abrogate such default within the 60-day period in the manner stated in the Notice of Termination, Developer shall reconvey the Property to City by quitclaim deed, pursuant to the Escrow Instructions in Exhibit H-1 to the Development Agreement.

(3) After the Certificate of Completion is recorded for the Property, City shall thereafter have, or be entitled to exercise, no rights or remedies or controls that it may otherwise have been entitled to exercise under the Development Agreement with respect to the construction of such phase of the Project, including but not limited to the right of re-entry to the Property and reversion in City described in subparagraph 2 immediately above.

(4) Developer is acquiring the Property, in the condition existing at the time of Closing, AS IS, with all defects, if any. Developer waives, releases and forever discharges City and City's past, present, and future directors, officers, employees, representatives, and agents, of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property.

This Deed is made by City under and pursuant to Utah Code Annotated Section 10-9-101, et. seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies for the purpose of assisting the Grantee and the Redevelopment Agency of Murray City in carrying out the Central Business District Project Area Plan adopted on June 1, 1982, as amended April 20, 1999, further amended in April 2011 and further amended on August 2, 2016.

It is intended that the delivery of this Deed shall not effect a merger of those provisions of the Development Agreement that are intended by the terms of the Development Agreement to continue after the delivery of this Deed.

TO HAVE AND TO HOLD the same unto the said Developer and unto its successors and assigns forever.

IN WITNESS WHEREOF, Murray City, a municipality and political subdivision of the State of Utah, has caused this Deed to be executed this _____ day of _____, 2025.

MURRAY CITY

By: _____
Brett A. Hales, Mayor

ATTEST:

Brooke Smith, Secretary
City Recorder

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by
Brett A. Hales and Brooke Smith, as the Mayor and City Recorder, respectively, of Murray City,
on its behalf.

Notary Public

SCHEDULE 1

(To Special Warranty Deed)

LEGAL DESCRIPTION OF THE CITY PROPERTY

A part of Lot 2, Murray City Hall Subdivision, according to the Official Plat thereof recorded as Entry No. 14195458 in Book 2024P at Page 008 in the Office of the Salt Lake County Recorder, located in the Northwest Quarter of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point on the easterly line of said Lot 2, located 507.82 feet North 88°07'26" East along the monument line of 4800 South Street and 33.00 feet South 01°52'34" East and 6.00 feet South 00°18'59" West from a Salt Lake County witness monument to the Northwest corner of said Section 7 (Note: Said witness monument is located South 07°16'26" West 314.32 feet from the Northwest corner of said Section 7), and running thence along said easterly line of Lot 2, South 00°18'59" West 264.40 feet; thence South 89°58'42" West 98.05 feet to a point of curvature with a 80.00 foot radius to the right; thence westerly 24.26 feet along the arc of said curve through a central angle of 17°22'22" (chord bears North 81°20'06" West 24.16 feet); thence North 72°38'55" West 16.14 feet to the westerly line of said Lot 2 and a point on a 360.50 foot radius non-tangent curve to the left; thence along said Lot 2 the following three (3) courses: 1) northerly 94.83 feet along the arc of said curve through a central angle of 15°04'20" (chord bears North 07°54'52" East 94.56 feet); thence 2) North 00°22'42" East 149.23 feet; thence 3) North 44°15'04" East 12.98 feet; thence North 88°07'26" East 115.80 feet to the POINT OF BEGINNING.

Contains 33,085 square feet or 0.760 acres, more or less.

SCHEDULE 2

(To Special Warranty Deed)

PERMITTED EXCEPTIONS TO TITLE**Permitted Exceptions**

1. The Special Warranty Deed
2. Development Agreement
3. Parking Agreement
4. [From the Title Commitment.]

EXHIBIT C
(To Real Property Disposition Agreement)

Form of Development Agreement

EXHIBIT D

(To Real Property Disposition Agreement)

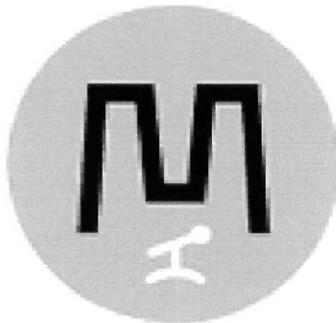
Form of Parking Agreement

(To Come)

EXHIBIT E

(To Real Property Disposition Agreement)

Form of Participation Agreement



MURRAY
CITY COUNCIL

Mayor's Report And Questions



MURRAY
CITY COUNCIL

Adjournment