

Coalville, Utah

August 8, 2018

A regular meeting of the County Council of Summit County, Utah (the "Council"), was held on Wednesday, August 8, 2018, at the hour of ___ p.m. at its regular meeting place, at which meeting there were present and answering roll call the following members who constituted a quorum:

Kim Carson	Chair
Roger Armstrong	Vice Chair
Doug Clyde	Councilmember
Christopher Robinson	Councilmember
Glen Wright	Councilmember

Also present:

Kent Jones	County Clerk
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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 County Clerk presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 8, 2018, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____ adopted by the following vote:

AYE:

NAY:

The Resolution was later signed by the Chair and recorded by the County Clerk in the official records of the Summit County, Utah. The Resolution is as follows:

RESOLUTION NO. 2018-___

A RESOLUTION APPROVING THE FINANCING BY SUMMIT COUNTY, UTAH (THE "ISSUER"), OF (1) THE CONSTRUCTION, EQUIPPING AND FURNISHING OF ATHLETE HOUSING AND A ZIP LINE TOUR AT THE UTAH OLYMPIC PARK IN PARK CITY, UTAH AND (2) SKATING OVAL IMPROVEMENT PARTICIPATION AT THE KEARNS ATHLETE TRAINING AND EVENT CENTER LOCATED IN SALT LAKE CITY, UTAH AND RELATED IMPROVEMENTS FOR THE UTAH OLYMPIC LEGACY FOUNDATION (THE "FOUNDATION"), IN ORDER TO PROMOTE THE GENERAL WELFARE OF THE RESIDENTS OF THE STATE OF UTAH; AUTHORIZING THE ISSUANCE BY THE ISSUER OF ITS NOT TO EXCEED \$19,500,000 INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2018, WHICH WILL BE PAYABLE SOLELY FROM THE REVENUES OF THE FOUNDATION ARISING FROM THE PLEDGE OF A LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SAID LOAN AGREEMENT, AND RELATED DOCUMENTS; CONFIRMING THE SALE OF SAID BONDS; AND RELATED MATTERS.

WHEREAS, pursuant to the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the "Act"), Summit County, Utah (the "Issuer"), is authorized to issue its revenue bonds to finance the costs of any "project" as defined in the Act to the end that the Issuer may be able to promote the general welfare within the State of Utah; and

WHEREAS, the Act provides that a municipality or county may issue revenue bonds for the purpose of using substantially all of the proceeds thereof to pay or to reimburse a company for the costs of the acquisition and construction of the facilities of a project and that title to or in such facilities may at all times remain in the company and in such case the bonds of the municipality or county shall be secured by a pledge of one or more notes, debentures, bonds, or other secured or unsecured debt obligations of the company; and

WHEREAS, Issuer is authorized and empowered under the laws of the State, including the Act, to issue revenue bonds and to enter into loan agreements, contracts, and other instruments and documents necessary or convenient to obtain loans for the purpose of facilitating the financing of certain projects as described in the Act; and

WHEREAS, in furtherance of the purposes of the Act and at the request of the Utah Olympic Legacy Foundation (the "Foundation"), the Issuer proposes to finance all or a portion of (1) the construction, equipping and furnishing of athlete housing and a zip line tour at the Utah Olympic Park in Summit County, Utah and all related improvements and (2) skating oval improvements at the Kearns Athlete Training and Event Center located in Salt Lake County, Utah and all related improvements (collectively, the "Project") by issuing its Industrial Development Revenue Bonds, Series 2018, with such

additional designation as may be determined, in the total principal amount of not to exceed \$19,500,000 (the “Series 2018 Bonds”) and lending the proceeds thereof to the Foundation; and

WHEREAS, the County Council on March 7, 2018, adopted a resolution with respect to the Project (the “Inducement Resolution”); and

WHEREAS, after published notice, a public hearing was held on March 28, 2018, at which any interested party had an opportunity to comment upon the proposed issuance of the Series 2018 Bonds, or any other matter relating to the Project; and

WHEREAS, the Project will be of the character and will accomplish the purposes provided by the Act, and in connection with the financing of the Project the Issuer desires to issue its Series 2018 Bonds; and

WHEREAS, the Foundation proposes to borrow the proceeds of the Series 2018 Bonds upon the terms and conditions set forth herein to finance the costs of Project; and

WHEREAS, the Foundation shall make loan payments directly to ZB, N.A. (the “Lender”) as assignee of Issuer and holder of the Series 2018 Bonds pursuant to the terms set forth in a Loan Agreement (the “Loan Agreement”) among the Issuer, the Lender, and the Foundation, substantially in the form attached hereto as Exhibit B; and

WHEREAS, the Commission has determined that the Bond Purchase Agreement (the “Bond Purchase Agreement”) with the Lender for the purchase of the Series 2018 Bonds is acceptable and in the best interest of the Issuer, a substantially final form of which is attached hereto as Exhibit C; and

WHEREAS, pursuant to the provisions of the Loan Agreement, the Foundation will promise to pay amounts sufficient to pay, when due the principal of, premium, if any, and interest on the Series 2018 Bonds, all in accordance with the requirements of the Act; and

WHEREAS, the Act and the documents to be signed by the Issuer provide that the Series 2018 Bonds shall not constitute or give rise to a general obligation or liability of the Issuer or be a charge against its general credit or taxing powers and that the Series 2018 Bonds will be payable from and secured only by the revenues arising from the pledge and assignment under the Loan Agreement; and

WHEREAS, the County Council desires to approve the issuance of the Series 2018 Bonds and to authorize the execution and delivery of the Loan Agreement, the Bond Purchase Agreement, and related documents.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein.

Section 2. The Issuer is authorized to finance the costs of the Project by the Foundation with the proceeds of the Series 2018 Bonds, all pursuant to the provisions of the Act. All action heretofore taken by the officers of the Issuer directed toward the issuance of the Series 2018 Bonds is hereby ratified, approved, and confirmed.

Section 3. The Issuer is authorized and directed to issue the Series 2018 Bonds in the aggregate principal amount of up to \$19,500,000. The Series 2018 Bonds shall bear interest as described in the Loan Agreement, shall be payable on the dates, shall be subject to redemption prior to maturity, and shall mature all as set forth in the Loan Agreement.

The form, terms, and provisions of the Series 2018 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, tender, and number shall be as set forth in the Loan Agreement. The Chair and County Clerk are hereby authorized and directed to execute and seal the Series 2018 Bonds. The signatures of the Chair and County Clerk may be by facsimile or manual execution.

The form of Bond is set out in the Loan Agreement, a copy of which was before the Council at this meeting, which form is incorporated herein by reference and made a part hereof.

Section 4. The Series 2018 Bonds are to be issued in accordance with and pursuant to the Act and the Issuer is authorized and directed to execute and deliver the Loan Agreement in substantially the same form presented to the County Council at the meeting at which this resolution was adopted (with such final financial terms as may be determined so long as the aggregate par amount of Series 2018 Bonds does not exceed \$19,500,000). The Loan Agreement provides for the use of the proceeds of the Series 2018 Bonds solely for the purpose of financing the cost of the Project and for paying expenses incidental thereto. The Loan Agreement provides for certain representations and warranties by the Issuer and the Foundation, for certain conditions precedent to the purchase of the Series 2018 Bonds, for certain affirmative and negative covenants, and for remedies in connection with the failure to perform certain covenants thereunder. The Loan Agreement specifically provides that the Series 2018 Bonds shall not constitute or give rise to a general obligation or liability of the Issuer or a charge against its general credit or taxing powers. Recourse on the Series 2018 Bonds executed and delivered by the Issuer pursuant to the Loan Agreement may be had only against the security for the Series 2018 Bonds as provided therein and in the Loan Agreement.

Section 5. The Loan Agreement provides that if the proceeds of the Series 2018 Bonds are not sufficient to defray all costs and expenses of acquiring, constructing, and improving the Project and all expenses incidental thereto, the Foundation will pay all such excess costs and expenses, and will acquire and install the Project without additional cost to the Issuer.

Section 6. The Project will constitute a facility as contemplated in the Act consisting of certain buildings, equipment, and related improvements, including any modification thereof, substitutions therefor and amendments thereto.

Section 7. The Loan Agreement and Bond Purchase Agreement, in substantially the form presented to the County Council at this meeting, with such changes as are authorized by Section 8 hereof, is hereby approved in all respects, and the Chair and County Clerk are hereby authorized to execute the same on behalf of the Issuer and to affix the seal of the Issuer thereto and the acts of the Chair and County Clerk in so doing are and shall be the act and deed of the Issuer. The Chair and County Clerk or any other proper officers and employees of the Issuer are hereby authorized and directed to take all steps on behalf of the Issuer to perform and discharge the obligations of the Issuer under each of said instruments.

Section 8. The Chair and County Clerk of the Issuer are hereby authorized to make, either prior or subsequent to the execution thereof, any alterations, changes, or additions in the Loan Agreement and Bond Purchase Agreement and the Series 2018 Bonds which may be necessary to reflect final financial terms of the Series 2018 Bonds (so long as the aggregate principal amount of the Series 2018 Bonds does not exceed \$19,500,000), correct any errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the agreement of the Foundation and the Lender, to the provisions of this resolution, or any other resolution adopted by the Issuer, or the provisions of the laws of the State of Utah or the United States as long as the rights of the Issuer are not materially adversely affected thereby.

Section 9. Pursuant to Section 11-17-13, Utah Code Annotated 1953, as amended, the Issuer includes herein the pledge and undertaking of the State of Utah that the State of Utah will not alter, impair, or limit the rights vested hereunder or in the Series 2018 Bonds, the Loan Agreement, or any of the documents contemplated hereby until the Series 2018 Bonds, together with all interest thereon, have been fully paid and discharged and all obligations of the Issuer thereunder and under the Loan Agreement and Bond Purchase Agreement are fully performed.

Section 10. It is hereby declared that all parts of this resolution are severable and that if any section, paragraph, clause, or provision of this resolution shall, for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect the remaining provisions of this resolution.

Section 11. The Chair and County Clerk and any other duly authorized officers of the Issuer are hereby authorized to execute all documents and take such action as they may deem necessary or advisable in order to carry out and perform the purpose of this resolution and the execution or taking of such action shall be conclusive evidence of such necessity or advisability (including but not limited to, security documents pursuant to the Loan Agreement).

Section 12. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 13. This resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this August 8, 2018.

(SEAL)

By: _____
Chair

ATTEST:

By: _____
County Clerk

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

I, Kent Jones, the undersigned duly appointed qualified and acting County Clerk of Summit County, Utah (the “County”), do hereby certify:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the County Council (the “County Council”), had and taken at a lawful meeting of the County Council on August 8, 2018, commencing at the hour of 4:20 p.m., as recorded in the regular official book of the proceedings of the County Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the County Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County, this August 8, 2018.

(SEAL)

By: _____
 County Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Kent Jones, the undersigned County Clerk of Summit County, Utah (the “Issuer”), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Issuer’s County Council (the “Council”) on August 8, 2018, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the County’s principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Park Record at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

Section 2.In addition, the Notice of 2018 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (i) posted on December __, 2017, at the principal office of the Issuer, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the Issuer on December __, 2017, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 8, 2018.

(SEAL)

By: _____
County Clerk

SCHEDULE I
MEETING NOTICE

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

LOAN AGREEMENT

(See Transcript Document No. __)

EXHIBIT C

BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

LOAN AGREEMENT

Dated as of _____ 1, 2018

Among

ZB, N.A. dba Zions First National Bank
as Lender

and

SUMMIT COUNTY, UTAH,
as Issuer

and

UTAH OLYMPIC LEGACY FOUNDATION
as Borrower

THIS INSTRUMENT CONSTITUTES A SECURITY AGREEMENT
UNDER THE UTAH UNIFORM COMMERCIAL CODE.

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LOAN AGREEMENT

Lender: ZB, N.A. dba Zions First National Bank

Attention:

With a copy to: ZB, N.A.
Corporate Legal Services
One South Main Street, Suite 1100
Salt Lake City, Utah 84133-1109

Issuer: Summit County, Utah
60 N. Main St.
P.O. Box 128
Coalville, Utah 84017

Attention:

Telephone: (435) 336-3200
Telecopier: (435)

Borrower: Utah Olympic Legacy Foundation
2002 Soldier Hollow Lane
Midway, Utah 84049

Attention:

Telephone: (435) 654-2002
Telecopier: (435)

THIS LOAN AGREEMENT dated as of _____ 1, 2018 (this “Agreement”), among ZB, N.A. dba Zions First National Bank, as lender (with its successors and assigns, “Lender”), Summit County, Utah, a body politic and corporate duly organized and validly existing under the laws of the State of Utah (the “State”), as issuer (“Issuer”), and the Utah Olympic Legacy Foundation, a Utah nonprofit corporation as borrower (“Borrower”), witnesseth,

WHEREAS, Issuer is authorized and empowered under the laws of the State, including the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the “Act”), to issue industrial development revenue bonds and to enter into loan agreements, contracts, and other instruments and documents necessary or convenient to obtain loans for the purpose of facilitating the financing of certain projects as described in the Act; and

WHEREAS, in furtherance of the purposes of the Act and at the request of the Borrower, Issuer proposes to finance all or a portion of the acquisition, construction and equipping of the Project (as hereinafter defined) by Borrower pursuant to this Agreement by issuing industrial development revenue bonds and lending the proceeds thereof to Borrower; and

WHEREAS, Borrower proposes to borrow the proceeds of the Bonds (as hereinafter defined) upon the terms and conditions set forth herein to finance the Project costs; and

WHEREAS, Borrower shall make Loan Payments (as hereinafter defined) directly to Lender as assignee of Issuer and holder of the Bonds pursuant to the terms set forth in this Agreement; and

WHEREAS, this Agreement and the Bonds shall not be deemed to constitute or give rise to a general obligation or liability of Issuer or the State or any political subdivision thereof, or a pledge of or charge against the general credit or taxing power of Issuer or the State or any political subdivision thereof, but shall be a special limited obligation of Issuer payable solely from the Loan Payments payable hereunder by Borrower to Lender as assignee of Issuer and holder of the Bonds;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises contained in this Agreement, Lender, Issuer, and Borrower agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise:

“Act” has the meaning set forth in the recitals hereto.

“Advance Termination Date” has the meaning assigned to such term in Section 2.5.

“Advances” means all advances of the purchase price of the Bonds made by the Lender pursuant to the provisions of Sections 2.5 and 2.6 and Exhibit F hereof on or prior to the Advance Termination Date.

“Agreement” means this Agreement, including all exhibits hereto, as any of the same may be supplemented or amended from time to time in accordance with the terms hereof.

“Annual Debt Service” means the total interest expense and principal payments made on any of the Series 2018 Bonds, Capital Leases and any other interest or non-interest-bearing debt of the Borrower during the measurement period.

“Assignment of Agreements, Permits, Licenses and Approvals” means the Assignment of Agreements, Permits, Licenses and Approvals by Borrower in favor of Lender and relating to the Loan dated _____ 1, 2018.

“Assignment of Construction Documents” means the Assignment of Construction Documents (Bond) by Borrower in favor of Lender and relating to the Loan dated _____ 1, 2018.

“Bonds” means Issuer’s \$_____ Industrial Development Revenue Bonds (Utah Olympic Legacy Foundation), Series 2018, in the form attached hereto as Exhibit E.

“Borrower” means, the Utah Olympic Legacy Foundation, a Utah nonprofit company.

“Budget” means the budget for construction of the Project, as submitted to and approved by the Lender.

“Business Day” means a day other than a Saturday or Sunday on which banks are generally open for business in Salt Lake City, Utah.

[“Cash Flow” means the sum of Total Unrestricted Revenues and Support, minus Supportive Services Expenses, plus interest expense, plus Depreciation and Amortization Expense, plus Proceeds from Sale of Investments.]

[“Capital Leases” means leases required to be capitalized in accordance with Generally Accepted Accounting Principles.]

“Closing Date” means _____, 2018.

“Code” means the Internal Revenue Code of 1986, as amended, and United States Treasury regulations promulgated thereunder.

“Collateral” means the Project and the Existing Property, together with (a) all general intangibles, software intangibles, and other property relating thereto, (b) all accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed or used in connection with any of the foregoing property, (c) all warehouse receipts, bills of lading, and other documents of title now or hereafter covering any of the foregoing property, (d) all accessions thereto, (e) all substitutions for any of the foregoing property, and (f) products and proceeds of any of the foregoing property (including, without limitation, any property acquired with such proceeds).

“Completion Date” means the date of completion of the Project evidenced in accordance with the requirements of Section 2.6 hereof.

“Costs of Issuance” means any costs, to the extent incurred in connection with, and allocable to, the issuance of an issue, including, without limitation, lender’s fees; counsel fees; financial advisory fees; rating agency fees; trustee fees; paying agent fees; bond registrar, certification and authentication fees; accounting fees; printing costs for bonds and offering documents; public approval and feasibility study costs; and other similar costs.

“Debt Service Coverage Ratio” means for the indicated period, the ratio of (i) Cash Flow to (ii) Annual Debt Service.”

“Deed of Trust” means collectively, the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of _____ 1, 2018 filed with the County Recorder of Summit County and the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of _____ 1, 2018 filed with the County Recorder of Salt Lake County, each from Borrower, as trustor, in favor of Lender, as beneficiary, which secures obligations of Borrower hereunder and under each of the other Loan Documents and which shall be a first lien against the Collateral, subject only to Permitted Encumbrances.

“Default” means an event that, with giving of notice or passage of time or both, would constitute an Event of Default as provided in Article XI hereof.

“Default Rate” means three percent (3%) per annum above the interest rate then in effect for the Bonds, calculated on the basis of a three hundred sixty day year and actual days elapsed.

“Designated Representative” means the person at the time designated to act on behalf of the Borrower by written certificate furnished to the Issuer and the Lender containing the specimen signature of that person and signed on behalf of the Borrower by a duly authorized officer. That certificate may designate an alternate or alternates.

“Determination of Taxability” means any determination, decision, or decree by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction, or an opinion obtained by Lender of counsel qualified in such matters,

that an Event of Taxability shall have occurred. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(a) the date when Borrower files any statement, supplemental statement, or other tax schedule, return, or document, which discloses that an Event of Taxability shall have occurred; or

(b) the effective date of any federal legislation enacted after the date of this Agreement or promulgation of any income tax regulation or ruling by the Internal Revenue Service that causes an Event of Taxability after the date of this Agreement; or

(c) if upon sale, lease, or other deliberate action taken with respect to the Project within the meaning of Treas. Reg. § 1.141-2(d), the failure to receive an unqualified opinion of bond counsel to the effect that such deliberate action will not cause Interest payable by Borrower hereunder to become includable in the gross income of the recipient.

["Environmental Indemnity Agreement" means the Environmental Indemnity Agreement of the Borrower relating to the Loan.

"Environmental Laws" shall mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.]

"Event of Default" has the meaning assigned to such term in Section 11.1 hereof.

"Event of Taxability" means if as the result of any act, failure to act, or use of the proceeds of the Loan, a change in use of the Project or any misrepresentation or inaccuracy in any of the representations, warranties, or covenants contained in this Agreement or the Tax Compliance Agreement by Issuer or Borrower or the enactment of any federal legislation after the date of this Agreement or the promulgation of any income tax regulation or ruling by the Internal Revenue Service after the date of this Agreement, the Interest is or becomes includable in Lender's gross income.

["Exempt Facility Bonds" means bonds issued to finance exempt facilities as contemplated in Section 142 of the Code or industrial development bonds as defined in Section 103(b)(2) of the Internal Revenue Code of 1954.]

"Existing Property" means the existing building(s) currently located on the Property, to be included in the Collateral hereunder.

"Gross-Up Rate" means, with respect to any Interest payment (including payments made prior to the Event of Taxability), the rate necessary to calculate a total payment in an amount

sufficient such that the sum of the Interest payment plus an additional payment would, after being reduced by the federal tax (including interest and penalties) actually payable thereon, equal the amount of the Interest payment, such that the Lender would be made whole as if all Interest payments from the commencement of this Agreement until it matures or is prepaid in full had been made at the rates as originally provided in Exhibit A, as adjusted.

[“Hazardous Substances” mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words “Hazardous Substances” are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term “Hazardous Substances” also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.]

“Interest” means the portion of any payment from Issuer to Lender designated as and comprising interest as shown in Exhibit A hereto, as adjusted.

“Issuer” means Summit County, Utah, acting as issuer of the Bonds under this Agreement.

“Lender” means (i) ZB, N.A., acting as lender under this Agreement, (ii) any surviving, resulting, or transferee corporation of ZB, N.A., and (iii) except where the context requires otherwise, any assignee(s) of Lender.

“Liquid Securities” means cash and cash equivalents per GAAP and readily available market securities.

“Liquidation Costs” means the reasonable costs and out of pocket expenses incurred by Lender in obtaining possession of any Collateral, in storage and preparation for sale, lease or other disposition of any Collateral, in the sale, lease, or other disposition of any or all of the Collateral, and/or otherwise incurred in foreclosing on any of the Collateral, including, without limitation, (a) reasonable attorneys fees and legal expenses, (b) transportation and storage costs, (c) advertising costs, (d) sale commissions, (e) sales tax and license fees, (f) costs for improving or repairing any of the Collateral, and (g) costs for preservation and protection of any of the Collateral.

“Loan” means the loan from Issuer to Borrower pursuant to this Agreement.

“Loan Documents” means collectively, this Agreement, [the Assignment of Agreements, Permits, Licenses and Approvals (including all consents to such assignment), the Assignment of Construction Documents, the Environmental Indemnity Agreement], the Deed of Trust, and the Bonds.

“Loan Payments” means the loan payments payable by Borrower pursuant to the provisions of this Agreement and the Bonds [as set forth in Exhibit A hereto, as adjusted]. As provided in Article II hereof, Loan Payments shall be payable by Borrower directly to Lender,

as assignee of Issuer and holder of the Bonds[, in the amounts and at the times as set forth in Exhibit A hereto, as adjusted].

“Loan Proceeds” means the total amount of money advanced by Lender to Borrower on behalf of Issuer.

“Permitted Encumbrances” means liens for taxes and assessments not yet due and payable or, if due and payable, those being contested in good faith by appropriate proceedings and for which appropriate reserves are maintained, security interests and liens created by this Agreement or the Deed of Trust and related documents and security interests and liens authorized in writing by Lender.

“Plans” means the plans for the Projects, as submitted to and approved by the Lender.

“Prepayment Amount” means the amount which Borrower may or must from time to time pay or cause to be paid to Lender as assignee of Issuer and holder of the Bonds in order to prepay the Loan and the Bonds, as provided in Section 2.9 hereof, which except as otherwise provided in Section 2.9(c) or (d) hereof, equals the principal amount to be prepaid together with accrued Interest and all other amounts due hereunder.

“Prepayment Penalty” means the principal amount of the Bonds prepaid times the sum of 1 plus:

- (a) 5.00% if prepaid within the first year after the Closing Date;
- (b) 4.00% if prepaid more than one year but less than two years after the Closing Date;
- (c) 3.00% if prepaid more than two years but less than three years after the Closing Date;
- (d) 2.00% if prepaid more than three years but less than four years after the Closing Date; or
- (e) 1.00% if prepaid more than four years but less than five years after the Closing Date.

“Principal” means with respect to the principal amount of the Bonds outstanding, the sum of all Advances less any prepayments and with respect to each payment the portion of any Loan Payment designated as principal in Exhibit A hereto, as adjusted.

“Project” means the Project described in Exhibit A, to be acquired and constructed on the Property.

“Project Approval” means the initial official action of Issuer declaring its intent with respect to the financing of the Project with the proceeds of Issuer’s Bonds. The date of the Project Approval is _____, 2018.

“Project Purposes” means (1) the construction, equipping and furnishing of athlete housing and a lip line tour at the Utah Olympic Park in Summit County, Utah and all related improvements and (2) skating oval improvements at the Kearns Athlete Training and Event Center located in Salt Lake County, Utah and all related improvements, for use by Borrower for any use which may be permitted by the Act, the Code and this Agreement.

“Property” means the fee title interest in the real property and the improvements thereon described in and subject to the Deed of Trust, which are located at approximately 5624 S. Cougar Ln, Kearns, Utah 84118 and 3419 Olympic Parkway, Park City, Utah 84098.

“Rehabilitation Expenditure” means a “rehabilitation expenditure” as such term is defined in Section 147(d)(3) of the Code, including, without limiting the generality of the foregoing, a capital expenditure incurred in connection with the rehabilitation of a building or structure which is part of the Project, if such expenditure is incurred by Borrower, the seller of such building to Borrower (if incurred pursuant to the sales contract between such seller and Borrower) or a successor to Borrower; provided, that:

(a) if an integrated operation is contained in such building or structure before its acquisition by Borrower, expenditures incurred to rehabilitate existing equipment or to replace existing equipment with equipment having substantially the same function is treated as incurred in connection with the rehabilitation of such building or structure; and

(b) notwithstanding the foregoing, the term “Rehabilitation Expenditure” does not include any expenditure:

(i) with respect to which the method and period of depreciation is other than the straight line method over a period determined under Section 168(c) or (g) of the Code, unless the alternative depreciation system of Section 168(g) of the Code applies to such expenditure by reason of Section 168(g)(1)(B) or (C) of the Code;

(ii) for the cost of acquiring any building or interest therein;

(iii) attributable to enlargement of an existing building;

(iv) attributable to the rehabilitation of a certified historic structure or a building in a registered historic district, unless either the rehabilitation is a certified rehabilitation or, with respect to a building other than a certified historic structure, the Secretary of the Interior has certified to the Secretary of the Treasury that the building is not of historic significance to the district (all terms used in this paragraph (iv) have the meanings assigned in Section 47(c)(2)(B) of the Code);

(v) allocable to the portion of such building which is, or may reasonably be expected to be, tax-exempt use property within the meaning of Section 168(h) of the Code; or

(vi) by a lessee of such building as provided in Section 47(c)(2)(B) of the Code.

“Related Person” shall have the meaning set forth in Section 144(a)(3) of the Code and shall include (to the extent therein provided) any parent, subsidiary, affiliated corporation, or unincorporated enterprise, majority shareholder, and commonly owned entity.

“Revenues” means all legally available revenues of Borrower including all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of Borrower or derived from the Project, including the rights to receive such revenues (each subject to Permitted Encumbrances).

“State” means the State of Utah.

“Stated Principal Amount” means \$_____.

“Tax Compliance Agreement” means the Tax Compliance Agreement of Borrower and Issuer dated the Closing Date.

[“Test Period” means the three-year period beginning on the later of the date tax-exempt bonds are issued or the date the facilities financed by such tax-exempt bonds are placed in service.]

“Terrorism Laws” means Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations) and the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and all other present and future federal, state, and local laws, ordinances, regulations, policies, and any other requirements of any governmental authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended, or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies, or requirements of other states or localities.

“Title Company” means North American Title Company.

“Title Insurance Policy” means a title insurance policy in the form of an ALTA Loan Policy with extended coverage (without revision, modification or amendment) issued by the Title Insurer, in form and substance satisfactory to Lender and containing such endorsements as Lender may require (in form and substance satisfactory to Lender in its sole and absolute discretion).

[“Title Insurer” means _____.]

“UCC” means the Uniform Commercial Code as adopted and in effect in the State.

Section 1.2 Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A: Project Description and Loan Payments describing the Project and setting forth the Loan Payments.

Exhibit B: Form of opinion of counsel to Borrower.

Exhibit C: Form of opinion of counsel to Issuer.

Exhibit D: Form of opinion of bond counsel.

Exhibit E: Form of Bonds.

Exhibit F: Construction Draw Requirements.

Exhibit G: Assignment of Agreements, Permits, Licenses and Approvals.

Section 1.3 Rules of Construction. (a) The singular form of any word used herein, including the terms defined in Section 1.1 hereof, shall include the plural, and vice versa. The use herein of a word of any gender shall include correlative words of all genders.

(b) Unless otherwise specified, references to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement as originally executed. The words “hereof,” “herein,” “hereunder,” and words of similar import refer to this Agreement as a whole.

(c) The headings or titles of the several articles and sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

ARTICLE II

COMPLETION OF PROJECT AND TERMS OF LOAN

Section 2.1 Acquisition of Project. Borrower will acquire, improve, construct, install, equip or order the Project pursuant to one or more purchase agreements or construction contracts from one or more vendors and contractors. Borrower shall remain liable to the vendors or contractors in respect of its duties and obligations in accordance with each purchase agreement and construction contract and shall bear the risk of loss with respect to any loss or claim relating to any of the Project covered by any purchase agreement or construction contracts, and neither Lender nor Issuer shall assume any such liability or risk of loss. Borrower covenants and agrees to pay or cause to be paid (at no additional cost to Issuer) such amounts as may be necessary to complete the improvement, construction, acquisition, equipping and installation of the Project and to ensure that the Project is operational to the extent that the Loan Proceeds are insufficient to cause such improvement, construction, acquisition, equipping and installation.

Section 2.2 Loan. Lender hereby agrees, subject to the terms and conditions of this Agreement, to purchase the Bonds in the amount of up to \$_____. Issuer hereby agrees, subject to the terms and conditions of this Agreement, to issue the Bonds and to lend the proceeds thereof to Borrower; and Borrower hereby agrees to borrow such proceeds from Issuer. Upon fulfillment of the conditions set forth in Article III hereof and compliance with the requirements of Exhibit F hereto for the first disbursement, Lender shall disburse Loan Proceeds in the amount of \$_____ to pay costs of issuance and shall advance the remaining Loan Proceeds as provided in Sections 2.5 and 2.6 and Exhibit F. If Borrower directs Lender to disburse the Loan Proceeds directly to Borrower, such direction by Borrower shall be deemed a representation and warranty by Borrower that that portion of the Project has been completed free of any liens or encumbrances except for Permitted Encumbrances. Issuer's obligation to make payments on the Bonds, and Borrower's obligation to repay the Loan, shall commence, and Interest and interest on the Loan shall begin to accrue, on the date that Loan Proceeds are disbursed to or for the benefit of Borrower on behalf of Issuer. The Bonds will be fully registered and will be in the form of Exhibit E attached hereto.

Section 2.3 Principal and Interest. (a) Principal on the Bonds shall be amortized over a 25-year period. The Bonds will mature subject to prepayment on [September 7], 2033 (the "Initial Term"). The Principal amount of the Bonds and the Loan associated therewith hereunder outstanding from time to time shall bear interest at the rate of ____% per annum through the end of the Initial Term. Interest shall accrue from the closing Date and will be computed on the basis of actual days elapsed in a 360 day year. Interest payments shall be paid semiannually on each March 7 and September 7, commencing September 7, 2019 (each, an "Interest Payment Date"). Principal payments shall be paid annually on each September 7, commencing September 7, 2019 (each, an "Principal Payment Date").

(b) [Notwithstanding subsection (a) above, the Borrower shall have the option to extend the term of the Bonds for two consecutive five year periods following the expiration of the Initial Term; provided, however, that Borrower's right to exercise such option and Lender's obligation to provide any extension shall be subject to the

agreement by Borrower and Lender and subject to receipt of future formal credit approval of such extension and amended terms and conditions by Lender.]

(c) Upon the occurrence of a Determination of Taxability, Borrower shall, with respect to future interest payments on the Loan and the Bonds, begin making Loan Payments calculated at the Gross-Up Rate.

Section 2.4 Payments. (a) Issuer shall pay the principal of, premium, if any in accordance with Section 2.9 hereof, and Interest on the Bonds, but only out of the amounts paid by Borrower pursuant to this Agreement. Borrower shall pay to Lender, as assignee of Issuer, Loan Payments, [in the amounts and on the dates set forth in Exhibit A hereto, as adjusted]. Until Borrower receives written notification to the contrary, all Loan Payments are to be paid in accordance with Borrower's authorization agreement for pre-arranged payments (debits) in form and substance acceptable to Lender. All other payments due under this Agreement are to be paid to Lender at the address specified by Lender in writing. As security for its obligation to pay the Principal of, premium, if any, in accordance with Section 2.9 hereof, and Interest on the Bonds, Issuer assigns to Lender all of Issuer's right to receive Loan Payments from Borrower hereunder, all of Issuer's rights hereunder (except its rights to indemnification and to notices) and all of Issuer's right, title, and interest in and to the Collateral, and Issuer irrevocably constitutes and appoints Lender and any present or future officer or agent of Lender as its lawful attorney, with full power of substitution and resubstitution, and in the name of Issuer or otherwise, to collect the Loan Payments and any other payments due hereunder and under the Bonds and to sue in any court for such Loan Payments or other payments, to exercise all rights hereunder with respect to the Collateral, and to withdraw or settle any claims, suits, or proceedings pertaining to or arising out of this Agreement upon any terms. Such Loan Payments and other payments shall be made by Borrower directly to Lender, as Issuer's assignee and holder of the Bonds, and shall be credited against Issuer's payment obligations hereunder and under the Bonds. No provision, covenant, or agreement contained in this Agreement or any obligation imposed on Issuer herein or under the Bonds, or the breach thereof, shall constitute or give rise to or impose upon Issuer a pecuniary liability, a charge upon its general credit or taxing powers or a pledge of its general revenues. In making the agreements, provisions, and covenants set forth in this Agreement, Issuer has not obligated itself except with respect to the Collateral and the application of the Loan Payments to be paid by Borrower hereunder. All amounts required to be paid by Borrower hereunder shall be paid in lawful money of the United States of America in immediately available funds. No recourse shall be had by Lender or Borrower for any claim based on this Agreement, the Bonds, or the Tax Compliance Agreement against any director, officer, employee, or agent of Issuer alleging personal liability on the part of such person, unless such claim is based on the willful dishonesty of or intentional violation of law by such person.

(b) This Agreement and the Bonds shall not be deemed to constitute or give rise to a general obligation or liability of Issuer or the State or any political subdivision thereof, or a pledge of or charge against the general credit or taxing power of Issuer or the State or any political subdivision thereof, but shall be a special limited obligation of Issuer payable solely from the Loan Payments payable hereunder by Borrower to Lender as assignee of Issuer and holder of the Bonds.

(c) Borrower shall pay Lender a loan origination fee of \$_____, due and payable upon the Closing Date. No portion of such fee shall be refunded in the event of failure of Borrower to draw all of the Bond Proceeds, early termination of this Agreement or any Event of Default. Such fee shall be a cost of issuance and shall be paid from the Loan Proceeds as provided in Section 2.2 hereof.

Section 2.5 Advance of Loan Proceeds. [The Issuer acknowledges and agrees that on or prior to the earliest to occur of (i) the date when the sum of the aggregate Advances made hereunder equals the Stated Principal Amount, (ii) the Completion Date, (iii) December 28, 2017 or (iv) a Determination of Taxability (the “Advance Termination Date”), the Loan Proceeds will be disbursed in installments through the making of Advances by the Lender in accordance with the provisions of Section 2.6 hereof and Exhibit F. On _____, 2018, the Lender shall deposit the balance of the Loan Proceeds yet to be advanced to an account with the Lender designated by the Borrower to be disbursed to or as directed by the Borrower as provided in Section 2.6 and Exhibit F. The date and amount of each Advance shall be noted on the Table of Advances attached to the Bond; provided, that the failure to record any such Advance on the Table of Advances shall not affect the Principal amount due. In no event may the total amount of all Advances exceed the Stated Principal Amount. Notwithstanding anything else herein contained, interest payable on the Bonds shall be determined based on the Principal amount of the Bonds. Following the Advance Termination Date, no additional Advances may be made and, to the extent that, on the Advance Termination Date the Stated Principal Amount is higher than the Principal amount (excluding for this purpose any partial redemptions of principal), then the difference between the Stated Principal Amount and the Principal amount shall be deemed to have been redeemed automatically and without any further notice or act by the Issuer or any other Person. Any such automatic redemption of principal shall not be taken into consideration in determining the Principal amount of the Bonds and shall not be recorded on the Table of Partial Redemptions attached to the Bonds.]

Section 2.6 Advances of Loan Proceeds. [Subsequent to the Advance for costs of issuance provided in Section 2.2 hereof, each Advance for a cost of the Project shall be made only upon the receipt by the Lender of a requisition and certificate signed by an authorized representative of the Borrower and approved by the Lender and otherwise meeting the requirements and conditions of Exhibit F hereto. The Issuer and the Borrower acknowledge and agree that the Lender shall not be obligated to make Advances except in accordance with the terms of this Agreement and said Exhibit F.

The Borrower further agrees that it will not request any Advance which, if paid, would result in (i) less than all of the Loan Proceeds being used to provide the Project under the Act or (ii) the inclusion of the interest on any of the Bonds in the gross income of any owner of the Bonds for purposes of federal income taxation. Notwithstanding the foregoing, the Borrower may request an Advance to pay costs of issuance with respect to the Bonds not to exceed in total 2% of the Loan Proceeds expected to be available to pay Costs of the Project.

Section 2.7 Payment on Non-Business Days. Whenever any payment to be made hereunder or under the Bonds shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of

time shall in such case be included in the computation of Interest and interest on the Loan hereunder.

Section 2.8 Loan Payments to Be Unconditional. The obligations of Borrower to make the Loan Payments required under this Article II and to make other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, setoff, or defense for any reason, including (without limitation) any failure of the Project to be delivered or installed, any defects, malfunctions, breakdowns, or infirmities in the Project or any accident, condemnation, destruction, or unforeseen circumstances. Notwithstanding any dispute between Borrower and any of Issuer, Lender, any contractor or any other person, Borrower shall make all Loan Payments when due and shall not withhold any Loan Payments pending final resolution of such dispute, nor shall Borrower assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement.

Section 2.9 Prepayments.

(a) Borrower shall prepay the Loan and the Bonds in whole or in part at any time prepayment is required pursuant to Article IX hereof by paying the applicable Prepayment Amount.

(b) [Borrower shall prepay the Loan and the Bonds in full immediately upon demand of Lender after the occurrence of an Event of Default by paying the applicable Prepayment Amount.]

(c) Borrower may prepay at Borrower's option any or all of the remaining principal balance of the Bonds. In the event that Borrower borrows funds from a lender other than Lender to prepay the Loan prior to _____, 2023, such Loan amounts prepaid will be subject to the Prepayment Penalty.

Any prepayment shall excuse or reduce the last scheduled Loan Payments owing. All others scheduled Loan Payments shall remain due and owing in full as scheduled until the Loan, the Bonds, and all outstanding interest have been paid in full.

Notwithstanding anything to the contrary herein, Borrower shall not have any right to, and shall not, prepay the Loan or the Bonds in any amount except as permitted by Section 2.9 or required by Lender pursuant to this Section 2.9.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.1 Required Documents. Lender's agreement to purchase the Bonds and to disburse the Loan Proceeds shall be subject to the condition precedent that Lender shall have received all of the following, each in form and substance satisfactory to Lender:

- (a) This Agreement, properly executed on behalf of Issuer and Borrower, and each of the Exhibits hereto properly completed.
- (b) The Bonds, properly executed on behalf of Issuer.
- (c) The Tax Compliance Agreement, properly executed on behalf of Issuer and Borrower.
- (d) [Reserved]
- (e) The Deed of Trust, properly executed on behalf of and acknowledged by Borrower, the trustee thereunder and Lender.
- (f) A certificate of an authorized signatory of Borrower, certifying as to (i) the consents of the Board of Directors of Borrower, authorizing the execution, delivery, and performance of this Agreement, and the Tax Compliance Agreement and any related documents, (ii) the operating agreement of Borrower, and (iii) the signatures of the officers or agents of Borrower authorized to execute and deliver this Agreement, and the Tax Compliance Agreement and other instruments, agreements, and certificates on behalf of Borrower.
- (g) Currently certified copies of the Certificate of Organization, as amended, Articles of Organization or Articles of Incorporation, as applicable, of Borrower.
- (h) A Certificate of Existence issued as to Borrower by the Utah Department of Commerce, Division of Corporations and Commercial Code not more than 10 days prior to the Closing Date hereof.
- (i) [Reserved]
- (j) A completed and executed Form 8038 or evidence of filing thereof with the Secretary of Treasury.
- (k) A resolution or evidence of other official action taken by or on behalf of Issuer to authorize the transactions contemplated hereby.
- (l) Evidence that the issuance of the Bonds for the purpose of financing the Project has been approved by the "applicable elected representative" of Issuer after a public hearing held upon reasonable notice.

(m) The Title Company's and the Title Insurer's unconditional commitment to issue the Title Insurance Policy, insuring that the Deed of Trust is a first lien on the Collateral, subject only to Permitted Encumbrances.

(n) Financing statements authorized by Borrower, as debtor, and naming Lender, as secured party.

(o) Current searches of appropriate filing offices showing that (i) no state or federal tax liens have been filed and remain in effect against Borrower and (ii) no financing statements have been filed and remain in effect against Borrower relating to the Collateral except those financing statements filed by Lender.

(p) An opinion of counsel to Borrower, addressed to Lender and Issuer, in the general form attached hereto as Exhibit B, subject to customary assumptions, qualifications, and exceptions.

(q) An opinion of counsel to Issuer, addressed to Lender and Borrower, in the general form attached hereto as Exhibit C, subject to customary assumptions, qualifications, and exceptions.

(r) An opinion of bond counsel, addressed to Lender, in the form attached hereto as Exhibit D.

(s) Payment of Lender's commissions, and expenses required by Section 2.4 and Section 12.1 hereof.

(t) Payment of Issuer's fees, commissions, and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

(u) The items required by Exhibit F to be delivered prior to the first disbursement.

(v) Any other documents or items required by Lender.

Section 3.2 Further Conditions. Lender's agreement to purchase the Bonds, to advance and disburse the Loan Proceeds shall be subject to the further conditions precedent that on the date thereof:

(a) The representations and warranties contained in Articles IV, V and VI hereof are correct on and as of the date of such disbursement as though made on and as of such date, except to the extent that such representations and warranties relate solely to an earlier date;

(b) No event has occurred and is continuing, or would result from the Bonds or the Loan which constitutes a Default, an Event of Default, or a Determination of Taxability;

(c) No material adverse change has occurred in the financial condition or general affairs of Borrower;

(d) No event has occurred, no court decision has been rendered, and no law or rule has been passed or proposed which may have the effect of changing the federal income tax incidents of Issuer or of ownership of the Bonds or the interest thereon or the transactions contemplated herein; and

(e) No international or national crisis, suspension of stock exchange trading or banking moratorium has occurred which may, in the opinion of Lender, materially affect the market value of the Bonds.

ARTICLE IV

REPRESENTATIONS, WARRANTIES AND COVENANTS OF ISSUER

Issuer represents, warrants, and covenants for the benefit of Lender and Borrower, as follows:

(a) Issuer is a political subdivision and body politic of the State, duly created and validly existing under the Constitution and laws of the State.

(b) Issuer will exercise its best efforts to preserve and keep in full force and effect its existence.

(c) Issuer is authorized under the Constitution and laws of the State to issue the Bonds and to enter into this Agreement, the Tax Compliance Agreement, and the transactions contemplated hereby and to perform all of its obligations hereunder.

(d) Issuer has duly authorized the issuance of the Bonds and the execution and delivery of this Agreement and the Tax Compliance Agreement under the terms and provisions of the resolution of its governing body or by other appropriate official approval, and further represents, covenants, and warrants that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Bonds, this Agreement, and the Tax Compliance Agreement against Issuer. Issuer has taken all necessary action and has complied with all provisions of the Act, including but not limited to the making of the findings required by the Act, required to make the Bonds, this Agreement, and the Tax Compliance Agreement the valid and binding obligation of the Issuer.

(e) The officers of the Issuer executing the Bonds, this Agreement, the Tax Compliance Agreement, and any related documents have been duly authorized to issue the Bonds and to execute and deliver this Agreement, and the Tax Compliance Agreement, and such related documents under the terms and provisions of a resolution of Issuer's governing body, or by other appropriate official action.

(f) The Bonds, this Agreement, and the Tax Compliance Agreement are legal, valid, and binding special limited obligations of Issuer, enforceable in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights.

(g) Issuer has assigned to Lender all of Issuer's rights in the Collateral and this Agreement (except any indemnification payable to Issuer, any notice to Issuer pursuant hereto, any fees due to Issuer and any consents required of Issuer under this Agreement) including the assignment of all rights in the security interest granted to Issuer by Borrower.

(h) Issuer will not pledge, mortgage, or assign this Agreement or its duties and obligations hereunder to any person, firm, or corporation, except as provided under the terms hereof.

(i) The issuance of the Bonds, the execution and delivery of this Agreement, or the Tax Compliance Agreement, the consummation of the transactions contemplated hereby or the fulfillment of and compliance with the terms and conditions of the Bonds, this Agreement, or the Tax Compliance Agreement do not violate any law, rule, regulation, or order, conflicts with or results in a breach of any of the terms, conditions, or provisions of any restriction or any agreement or instrument to which Issuer is now a party or by which it is bound or do not constitute a default under any of the foregoing or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Issuer under the terms of any instrument or agreement.

(j) There is no action, suit, proceeding, claim, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board, or body pending or, to the best of Issuer's knowledge, threatened against or affecting Issuer, challenging Issuer's authority to issue the Bonds or to enter into this Agreement, or the Tax Compliance Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of the Bonds, this Agreement, or the Tax Compliance Agreement or any other transaction of Issuer which is similar hereto, or the exclusion of the Interest from gross income for federal tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Agreement.

(k) Issuer will submit or cause to be submitted to the Secretary of the Treasury a Form 8038 (or other information reporting statement) at the time and in the form required by the Code.

(l) Issuer will comply fully at all times with the Tax Compliance Agreement, and Issuer will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Compliance Agreement.

(m) Issuer will take no action that would cause the Interest to become includable in gross income for federal income tax purposes under the Code.

(n) Based on representations and information furnished to Issuer by or on behalf of Borrower, Issuer has found that (i) the Bonds will promote the health, safety, and general welfare of the people of the State and in particular those within the boundaries of Issuer and the public purposes of the Act by promoting recreation, and will otherwise further the public purposes of the Act, (ii) the Project is located within the boundaries of the State and a portion of the Project is located within the boundaries of Issuer, and (iii) the Project will constitute a project within the meaning of the Act.

(o) [Issuer has received a certificate of allocation of the tax-exempt bond authority of the State certifying approval of such allocation for the Bonds as required by

Section 146 of the Code. Issuer will simultaneously with the issuance of the Bonds deliver an Allocation Report to the State of Utah Private Activity Bond Review Board.]

(p) The Bonds have been approved by the County Council of the Issuer (i) as the “applicable elected representative,” as that term is defined under the Code, after a public hearing held upon reasonable notice, as required by the Code, and (ii) as required by the Act.

(q) Issuer has not and will not pledge the income and revenues derived from this Agreement other than pursuant to and as set forth herein.

(r) Within the meaning of the Utah Public Officers’ and Employees’ Ethics Act (Title 67, Chapter 16, Utah Code Annotated 1953, as amended), to the best knowledge of Issuer after due inquiry, no “public officer” or “public employee” as defined in the Act, has a “substantial interest” in or is an officer, director, agent, employee, or owner of, or investor in, Borrower.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER

Borrower represents, warrants, and covenants for the benefit of Lender and Issuer, as follows:

(a) Borrower is a nonprofit organized, validly existing and in good standing under the laws of the State, has power to enter into this Agreement and by proper limited liability company action has duly authorized the execution and delivery of this Agreement, each of the Loan Documents to which it is a party and the Tax Compliance Agreement. Borrower is duly licensed or qualified to transact business in the State and in all jurisdictions where the character of the property owned or leased or the nature of the business transacted by it makes such licensing or qualification necessary. Borrower's exact legal name is as set forth on the execution page hereof.

(b) Borrower is fully authorized to execute and deliver this Agreement, each of the Loan Documents to which it is a party and the Tax Compliance Agreement under the terms and provisions of the consent of its Board of Directors, or by other appropriate official approval, and further represents, covenants, and warrants that with respect to Borrower, all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, each of the Loan Documents to which it is a party and the Tax Compliance Agreement and this Agreement, each of the Loan Documents to which it is a party and the Tax Compliance Agreement have been duly authorized, executed, and delivered.

(c) The authorized representatives of Borrower executing this Agreement, each of the Loan Documents to which it is a party and the Tax Compliance Agreement, and any related documents have been duly authorized to execute and deliver this Agreement, each of the Loan Documents to which it is a party and the Tax Compliance Agreement and such related documents under the terms and provisions of a consent of Borrower's Board of Directors.

(d) This Agreement, each of the Loan Documents to which it is a party and the Tax Compliance Agreement constitute valid and legally binding obligations of Borrower, enforceable against Borrower in accordance with their respective terms, except to the extent limited by bankruptcy, reorganization, general principles of equity, or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The execution and delivery of this Agreement, each of the Loan Documents and the Tax Compliance Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms and conditions hereof do not and will not violate any law, rule, regulation, or order, conflict with or result in a breach of any of the terms or conditions of the certificate of organization or operating agreement of Borrower or of any limited liability company restriction or of any agreement or instrument to which Borrower is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any liens, charges or

encumbrances of any nature upon any of the property or assets of Borrower contrary to the terms of any instrument or agreement which would result in a material adverse effect on the Project or the Borrower's ability to perform its obligations hereunder.

(f) The authorization, execution, delivery, and performance of this Agreement by Borrower do not require submission to, approval of, or other action by any governmental authority or agency, except (i) such action with respect to this Agreement that has been taken and is final and nonappealable, and (ii) with respect to Borrower's performance, such licenses and permits as are ordinarily required in Borrower's business or as shall be required to construct the Project.

(g) There is no action, suit, proceeding, claim, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, public board, or body pending or, to the best of Borrower's knowledge, threatened against or affecting Borrower, challenging Borrower's authority to enter into this Agreement, any other Loan Document to which it is a party or the Tax Compliance Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement, any other Loan Document to which it is a party or the Tax Compliance Agreement or any other transaction of Borrower which is similar hereto, or the exclusion of the Interest from gross income for federal tax purposes under the Code, or would materially and adversely affect the financial conditions, business or properties of Borrower. The execution and delivery of the Loan Documents and compliance with the provisions of each of said documents under the circumstances contemplated thereby and approval of the Loan Documents and the terms thereof, will not in any respect conflict with, or constitute on the part of the Borrower a breach of or default under, any agreement or other instrument to which the Borrower is a party, or any existing law, administrative regulation, court order or consent decree to which the Borrower is subject.

(h) [To the Borrower's best knowledge after due inquiry, (i) during the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (ii) Borrower has no knowledge of, or reason to believe that there has been (1) any breach or violation of any Environmental Laws; (2) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (3) any actual or threatened litigation or claims of any kind by any person relating to such matters. Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to

any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.]

(i) The Project is of the type authorized and permitted to be financed with the proceeds of the Bonds pursuant to the Act.

(j) Borrower owns or will own the Project and intends to operate the Project, or cause the Project to be operated, as a "project," within the meaning of the Act, until the date on which all of the Loan Payments have been fully paid or the applicable Prepayment Amount has been fully paid.

(k) Borrower will not take any action that would cause the Interest to become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, intentional acts under Treas. Reg. § 1.148-2(c) or deliberate action within the meaning of Treas. Reg. § 1.141-2(d)), and Borrower will take and will cause its officers, employees, and agents to take all affirmative actions legally within its power necessary to ensure that the Interest does not become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, the calculation and payment of any rebate required to preserve such exclusion).

(l) Borrower has paid or caused to be paid to the proper authorities when due all federal, state, and local taxes required to be withheld by it. Borrower has filed all federal, state, and local tax returns which are required to be filed, and Borrower has paid or caused to be paid to the respective taxing authorities all taxes as shown on said returns or on any assessment received by it to the extent such taxes have become due.

(m) All financial and other information provided to Lender by or on behalf of Borrower in connection with Borrower's request for the Loan contemplated hereby is true and correct in all material respects and Borrower has not omitted to provide Lender with any information which would be material to Lender's decision to enter into this Agreement and, as to projections, valuations, or pro forma financial statements, present a good faith opinion as to such projections, valuations, and pro forma condition and results.

(n) None of the Collateral constitutes a replacement of, substitution for or accessory to any property of Borrower subject to a lien of any kind.

(o) Borrower will aid and assist Issuer in connection with preparing and submitting to the Secretary of the Treasury a Form 8038 (or other applicable information reporting statement) at the time and in the form required by the Code.

(p) Borrower will comply fully at all times with the Tax Compliance Agreement, and Borrower will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Compliance Agreement, and the representations and warranties in the Tax Compliance Agreement are true and correct.

(q) Expenses for work done by officers or employees of Borrower in connection with the Project will be included as a Project cost, if at all, only to the extent (i) such persons were specifically employed for such particular purpose, (ii) the expenses do not exceed the actual cost thereof, and (iii) such expenses are treated or capable of being treated (whether or not so treated) on the books of Borrower as a capital expenditure in conformity with generally accepted accounting principles applied on a consistent basis.

(r) Any costs incurred with respect to that part of the Project paid from the Loan Proceeds shall be treated or capable of being treated on the books of Borrower as capital expenditures in conformity with generally accepted accounting principles applied on a consistent basis.

(s) No part of the Loan Proceeds will be used to finance inventory or rolling stock or will be used for working capital or to finance any other cost not constituting a Project cost.

(t) Reserved.

(u) Neither Borrower nor any individual or entity owing directly or indirectly any interest in Borrower, is an individual or entity whose property or interests are subject to being “blocked” under any of the Terrorism Laws or is otherwise in violation of any of the Terrorism Laws.

(v) The Project will promote the stimulation of economic growth and the health, safety, and general welfare of the residents of the State by promoting the expansion of recreational opportunities for such residents and will otherwise further the purposes of the Act. The Project is located entirely within the boundaries of Issuer.

(w) Reserved.

(x) Reserved.

(y) The information furnished by Borrower and used by Issuer in preparing the arbitrage certificate pursuant to Section 148 of the Code and information statement

pursuant to Section 149(e) of the Code is accurate and complete as of the delivery date of the Bonds.

(z) The proceeds of the Bonds will not exceed the Project costs.

(aa) The Costs of Issuance financed with proceeds of the Bonds, including any bond discount on the sale of the Bonds, will not exceed 2% of the proceeds of the Bonds.

(bb) No costs of the Project to be financed with the proceeds of the Bonds have been paid by or on behalf of Borrower or any Related Person more than 60 days prior to the date of the Project Approval.

(cc) Borrower agrees to (i) engage an independent certified public accounting firm or firm of attorneys of nationally recognized standing in order to calculate and (ii) make such payments to the Internal Revenue Service of, any arbitrage rebate that may be owing with respect to the Bonds under Section 148 of the Code and to pay the costs and expenses of said independent certified public accounting firm or firm of attorneys so engaged. The obligation of Borrower to make such payments shall remain in effect and be binding upon Borrower notwithstanding the release and discharge of this Agreement.

(dd) Borrower covenants and represents that it will at all times do and perform all acts and things necessary or desirable and within its reasonable control in order to assure that Interest paid on the Bonds shall not be includable in the gross income of Lender for federal income tax purposes, unless Lender is a “substantial user” of the Project or a “related person” of such a user within the meaning of Section 147(a) of the Code. Borrower also covenants and represents that it shall not take or omit to take, or permit to be taken on its behalf, any actions which, if taken or omitted, would adversely affect the excludability from the gross income of Lender of Interest paid on the Bonds for federal income tax purposes. Borrower covenants for the benefit of Lender that it will not use the proceeds of the Bonds, any moneys derived, directly or indirectly, from the use or investment thereof or any other moneys on deposit in any fund or account maintained in respect of the Bonds (whether such moneys were derived from the proceeds of the sale of the Bonds or from other sources) in a manner which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Code.

(ee) Borrower will take such actions as shall be necessary or desirable, from time to time and within its reasonable control, to cause all of the representations and warranties in this Article to remain true and correct during such periods as shall be necessary to maintain the exclusion of Interest paid on the Bonds from the gross income of Lender for federal income tax purposes (other than if Lender is a “substantial user” of the Project or a “related person” as those terms are used in Section 147(a) of the Code), pursuant to the requirements of the Code.

(ff) [Borrower will not use, directly or indirectly, 25% or more of the net proceeds of the Bonds for the acquisition of land or an interest therein.]

(gg) In connection with any lease or grant by Borrower of the use of the portion of the Project financed with Bond proceeds, Borrower will require that the lessee or user of any portion of the Project and all Related Persons with respect to such lessee or user will not violate the covenants set forth herein.

(hh) The average reasonably expected economic life of the property financed with the proceeds of the Bonds, disregarding land, will be at least 84% of the average maturity of the Bonds, as determined pursuant to Section 147(b) of the Code.

(ii) As required by paragraph (cc) hereof, Borrower will pay to or for the account of Issuer all amounts needed to comply with the requirements of Section 148 of the Code, concerning arbitrage bonds, including Section 148(f), which requires generally a rebate payment to the United States of arbitrage profit from investment of the proceeds of the Bonds in obligations other than tax-exempt obligations. The obligation of Borrower to make such payments is unconditional and is not limited to funds representing the proceeds of the Bonds or income from the investment thereof or any other particular source.

(jj) After the expiration of any applicable temporary period under Section 148(c) of the Code, not more than the lesser of 5% of the proceeds of the Bonds or \$100,000 (in addition to the amounts allowed under Sections 148(c) and (d) of the Code and subject to the yield adjustment provisions of Treasury Regulations §1.148-5(C)) of the proceeds of the Bonds will be invested in higher yielding investments.

(kk) At no time will any funds constituting gross proceeds of the Bonds be used to acquire investments at other than fair market value within the meaning of the applicable Treasury Regulations pertaining to, or in any other fashion as would constitute failure of compliance with, Section 148 of the Code. Investments or deposits in certificates of deposit or pursuant to investment contracts shall not be made without compliance, at or prior to such investment or deposit, with the requirements of Treasury Regulations Section 1.148-5(d)(6)(ii) and (iii), respectively, or with any successor provisions thereto.

The terms “bond year,” “proceeds,” “gross proceeds,” “nonpurpose investments,” “yield,” “higher yielding investments,” and “debt service” have the meanings assigned to them for purposes of Section 148 of the Code.

(ll) In no event will Borrower provide collateral to Lender which bears a yield higher than the yield on the Bonds within the meaning of Section 148 of the Code and any lawful regulations promulgated thereunder, except upon receipt by Borrower and Lender of an opinion of bond counsel to the effect that the pledge of such collateral shall not cause the Interest on the Bonds to be included in the gross income of Lender for federal income tax purposes; provided that no such yield restriction or opinion is required with respect to the pledge of any collateral that consists of obligations, the Interest on which is excluded from the gross income of the holder thereof for federal income tax purposes.

(mm) Borrower will obtain all licenses and permits to construct the Project and will provide Lender with copies of the same.

(nn) The Borrower shall at all times protect, indemnify and hold the Issuer, and its members, directors, officers, employees, attorneys and agents, harmless against any and all liability, losses, damages, costs, expenses, taxes, causes of action, suits, claims, demands and judgments of any nature arising from or in connection with the acquisition and construction of the Project or the use or occupancy of the Project, including, without limitation, all claims or liability resulting from, arising out of or in connection with the acceptance or administration of the Loan Bond or the trusts thereunder or the performance of duties under the Loan Documents or any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof, including without limitation any lease thereof or assignment of any interest in this Agreement, such indemnification to include the reasonable costs and expenses of defending itself or investigating any claim of liability and other reasonable expenses and attorneys' fees incurred by the Issuer and its members, directors, officers, employees, attorneys and agents, in connection therewith, provided that the benefits of this Section shall not inure to any person other than the Issuer, and its members, directors, officers, employees, attorneys and agents, and provided further that such loss, damage, death, injury, claims, demands or causes shall not have resulted from the gross negligence or willful misconduct of, the Issuer, or its members, directors, officers, employees, attorneys and agents. The obligations of the Borrower under this paragraph shall survive the termination of this Agreement.

ARTICLE VI

CONSTRUCTION OF PROJECT AND RELATED COVENANTS

Section 6.1 Commencement and Completion. [Borrower shall commence construction of the Project no later than thirty (30) days from the Closing Date, and shall complete the construction of the Project with due diligence in accordance with this Agreement, deliver to Lender an unconditional certificate of occupancy from the municipality in which the Project is located with respect to the Project, and otherwise satisfy the final disbursement requirements set forth in this Agreement no later than thirty (30) days prior to completion of construction. The certificate of completion must be issued by the architect for the Project and must certify that all work called for in the Plans, and any changes or amendments thereto approved by Lender, have been satisfactorily completed in a good and workmanlike manner. All construction shall be in compliance with the Plans and in compliance with the terms of this Agreement. Furthermore, all construction shall be performed in a good and workmanlike manner. Notwithstanding anything to the contrary in this Agreement, Lender and Borrower agree and acknowledge that the contractor for the Project, not Lender's inspector, shall oversee the construction of the Project.

Section 6.2 Modifications and Amendments. Except as hereinafter provided, no changes shall be made in the Plans without the prior written approval of Lender. Any requests for changes in the Plans other than minor changes involving less than \$15,000.00 cost and aggregating less than \$30,000.00 cost (each change considered separately without reduction

by cost savings or increase by other change) must be in writing signed by Borrower and the architect for the Project and approved in writing by Lender. Borrower will not permit the performance of any work pursuant to any change order which will result in an increase of the contract price for the construction of the Project in excess of \$15,000.00, nor pursuant to any change order which, together with the aggregate of change orders previously executed by Borrower, will result in an increase or decrease in such contract price in excess of an aggregate amount of \$30,000.00 (computed prior to giving effect to such change order), unless, in either case, it shall have received the prior written approval of Lender to such change order. Each such computation will be made prior to giving effect to any costs savings in such change order.]

Section 6.3 Assignment, Due on Sale or Change of Control. Borrower shall not, without the prior written consent of Lender, mortgage, assign, convey, transfer, sell or otherwise dispose of or encumber (collectively a “conveyance”) the Project, Borrower’s interest in the Project, or any part of the Project, or the income to be derived from the Project. Moreover, Lender has approved the Loan in material reliance upon the ownership and control of Borrower and the Project being the same as exists as of the Closing Date. It is acknowledged that any change in such ownership or control of (a) Borrower and/or (b) the Project (whether direct or indirect and regardless of the percentage of interest conveyed) materially affects the financial risks anticipated by Lender in extending the Loan. Accordingly, other than as set forth herein or with the prior written consent of Lender, it is and shall be a default under this Agreement, the Deed of Trust, and all of the other Loan Documents for there to be any conveyance of any ownership interest or beneficial interest (regardless of the percentage interest conveyed or whether such interest is held as a partner, member, shareholder, beneficiary or otherwise) in: (i) Borrower or in the Project, or (ii) the operation, management, income, or profits of or fee title to the Project (whether held directly or indirectly), or (iii) any entity holding an ownership or beneficial or controlling interest in Borrower or in the Project or (iv) any entity which through one or more intermediaries holds any ownership interest or beneficial interest, or controlling interest (direct or indirect) in Borrower or the Project. “Control” hereunder means the ability of any person or entity to (1) direct the business operations or voting procedures for any entity, (2) cause the election, selection or the appointment of entity officers or managers, (3) cause the appointment of the management managing any entity or (4) cast a majority of the votes in any election or decision making process for any entity or (5) do any of the foregoing for any intermediary entity holding any ownership or beneficial or majority interest (whether direct or indirect) in Borrower or in the Project.

If this Section 6.3 is breached, at the option of Lender and without demand or notice, the full Principal Amount and other obligations under this Agreement, the Deed of Trust and the other Loan Documents shall immediately become due and payable to Lender. If Lender elects to accelerate payment of the Principal Amount because of a default under this Section 6.3, and if this Agreement or any other Loan Document contains a yield maintenance provision or a prepayment fee or prepayment premium, such acceleration shall be deemed to be a “prepayment” of the Principal Amount under the Bonds, whether or not the accelerated Loan balance is actually paid at the time of the subject conveyance. At the time the Principal Amount is accelerated by Lender, any prepayment fee or prepayment premium or yield maintenance fee set forth in this Agreement or other Loan Document shall be immediately due and payable to Lender

together with the balance of the unpaid Principal Amount and all unpaid accrued interest on the Loan and the Bonds.

The foregoing limitations in this Section 6.3 regarding conveyance and control (collectively a “transfer”) shall not apply to the following situations: (a) a transfer to which Lender has given its prior written consent, (b) a transfer of personal property or equipment due to obsolescence or ordinary wear and tear or fire or casualty and which is promptly replaced by Borrower with personal property or equipment of equal or greater value, or (c) any transfer by Borrower leasing any portion of the Project to a tenant which is expressly permitted pursuant to this Agreement, provided, however, Lender holds a security interest in the lease and a subordination and non disturbance agreement is granted in favor of Lender on a Lender approved form (unless the same is waived or not required pursuant to this Agreement), or (d) where the transfer under applicable state or federal law governing Lender and the Loan (pursuant to either statutory authority or judicial opinion) expressly prohibits the use, exercise or enforcement of said due on sale or change of control clause in the form set forth in this Section 6.3.

Section 6.4 Unlawful Use, Medical Marijuana, Controlled Substances and Prohibited Activities. Borrower shall not use or occupy or permit the use or occupancy of the Property in any manner that would be a violation of federal, state or local law or regulation, regardless of whether such use or occupancy is lawful under any conflicting law, including without limitation any law relating to the use, sale, possession, cultivation manufacture, distribution or marketing of any controlled substances or other contraband or any law relating to the medicinal use or distribution of marijuana.

Section 6.5 Creation of Trusts and Transfers to Trusts. The Borrower shall not create as settlor any trust, or transfer any assets into any trust, without giving written notice to Lender at least ninety (90) days prior to such creation or transfer. That notice shall describe in reasonable detail the trust to be created and/or the asset transfer to be made. Failure by any such settlor to provide that notice shall be an Event of Default under this Agreement and the Loan.

Borrower shall not create as settlor any actual or purported spendthrift trust, asset protection trust or any other trust intended by its terms or purpose (or having the effect) to protect assets from creditors or to limit the rights of existing or future creditors (an “Asset Protection Trust”) without the prior written consent of Lender. Lender may withhold that consent in its sole discretion. Creation of any Asset Protection Trust, and each transfer of assets thereto, by any such settlor without Lender’s prior written consent:

(a) shall be an Event of Default under this Agreement and the Loan.

(b) shall have the effect of, and shall be deemed as a matter of law, regardless of that settlor’s solvency, of having been made by that settlor with the actual intent of hindering and delaying and defrauding Lender as that settlor’s creditor, and

(c) shall constitute a fraudulent transfer that is unenforceable and void (not merely voidable) as against Lender.

With respect to each such fraudulent transfer, Lender shall have all the rights and remedies provided by state fraudulent transfer laws, or otherwise provided at law or equity. Lender shall have the right to obtain an ex parte court order directing the trustee of the Asset Protection Trust to give Lender written notice a reasonable time (of no less than ten business days) prior to making any distribution from said trust. Nothing in this paragraph shall limit or affect any rights or remedies otherwise provided to Lender by law, equity or any contract.

Section 6.6 Right of Inspection. Lender or Lender's agents shall at all times during the term of the Loan and at Borrower's expense (a) have the right of entry upon and have free access to the Project, including, without limitation, the free right to inspect all work done, labor performed and materials furnished in connection with the Project; and (b) have the right to inspect all books, contracts and records of Borrower wherever relating to the Project.

Section 6.7 Correction of Work. [Borrower shall, upon demand of Lender, correct any defect in the Project or any departure from the Plans not approved by Lender. The disbursement of any Loan proceeds shall not constitute a waiver of the right of Lender to require compliance with this covenant with respect to any such defects or departures from the Plans not theretofore discovered by Lender.]

Section 6.8 Payment of Interest. Borrower, notwithstanding any other provision in this Agreement or in the Loan Documents, shall pay to Lender the Interest on the Loan and the Bonds and the real estate taxes and special improvement assessments on the Property and the Project as and when the same are due and payable.

Section 6.9 No Encroachments. The Project shall be constructed entirely on the Property and will not encroach upon or overhang any easement or right of way, nor upon the land of others, and when erected shall be wholly within any building restriction lines.

Section 6.10 Insurance. Borrower shall provide and maintain, or cause to be provided and maintained, at all times, the following insurance policies:

(i) Liability Insurance. Bodily injury and general liability insurance with a single limit per accident or occurrence of not less than \$1,000,000.00, and an aggregate of not less than \$2,000,000.00, acceptable to Lender insuring against any and all liability of the insured with respect to the Project or arising out of the maintenance, use or occupancy thereof.

(ii) Property Hazard Insurance. Multi-peril property damage insurance, including, without limitation, fixtures and personal property to the extent they are maintained on the Property, and providing, at a minimum, fire and extended coverage (including all perils normally covered by the standard "all risk" endorsement, if such is available) on a full replacement cost basis in an amount not less than 100% of the insurable value of the Improvements, exclusive

of the Property, foundations and other items normally excluded from coverage (based upon current replacement cost).

(iii) Builder's Risk Insurance. Builder's risk extended coverage insurance against loss or damage by fire, lightning, windstorm, hail, explosion, raid, civil calamity, motor vehicles, aircraft, smoke, theft, malicious mischief, and other risks from time to time covered under extended coverage policies in an amount not less than one hundred percent (100%) of the full replacement cost of the Project and related improvements;

(iv) Worker's Compensation Insurance. Worker's compensation insurance against liability from claims of worker's with respect to and during the period of any work on or about the Property. Borrower shall require the Contractor and each of Borrower's subcontractors employed to perform work on the Property to deliver a certificate of worker's compensation insurance prior to the commencement of any work on the Property.

(v) Flood Insurance. Flood insurance covering either the Principal Amount or the maximum amount of insurance available, whichever is more, or in lieu of such flood insurance, evidence, satisfactory to Lender, that no part of the Property is, or will be, within an area designated as a flood hazard area by the Federal Insurance Administration, Department of Housing and Urban Development; and

(vi) Policies and Premiums. All policies of insurance required pursuant to this Section 6.10 shall be in form and substance acceptable to Lender and issued by insurance companies acceptable to Lender. No insurance company shall be acceptable to Lender unless it has a company rating of not less than "A" and a financial rating of not less than Class VIII in the most recent edition of "Best's Insurance Reports". All policies of insurance required pursuant to the provisions of this Section 6.10 shall contain a standard "mortgagee protection clause", shall have attached a "lender's loss payable endorsement", and shall name Lender as an additional insured or loss payee, as appropriate. All such policies shall contain a provision that such policies will not be cancelled or materially amended or altered without at least thirty (30) days prior written notice to Lender.

If Lender consents to Borrower providing any of the required insurance through blanket policies carried by Borrower and covering more than one location, then Borrower shall cause the insurance company to deliver to Lender a certificate of insurance, in a form satisfactory to Lender, of such policy which sets forth the coverage, the limits of liability, the name of the carrier, the policy number, expiration date and a statement that the insurance company will not cancel or materially modify or alter the coverage evidenced by the endorsement without first affording Lender at least thirty (30) days prior written notice. In the event Borrower fails to provide, maintain, keep in force or deliver to Lender the policies of insurance required by this Section 6.10, Lender may, but without any

obligation to do so, procure such insurance for such risks covering Lender's interest and Borrower shall pay all premiums thereon promptly upon demand by Lender. If Borrower fails to pay any premiums after demand by Lender, Lender, at Lender's option, may advance any sums necessary to maintain and to keep in force such insurance. Any sums so advanced, together with interest on such sums at the Default Rate, shall be secured by the Deed of Trust.

Borrower shall deliver to Lender a copy of the original of each of the policies of insurance that Borrower is required to obtain and maintain, or cause to be provided and maintained, under this Agreement.

As among Lender, Borrower, and Issuer, Borrower assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Collateral and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Borrower or of third parties, and whether such property damage be to Borrower's property or the property of others. Whether or not covered by insurance, Borrower hereby assumes responsibility for and agrees to reimburse Lender and Issuer for and will indemnify, defend, and hold Lender and Issuer harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, costs, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by, or asserted against Lender or Issuer that in any way relate to or arise out of this Agreement, the transactions contemplated hereby and the Collateral, including but not limited to, (i) the selection, manufacture, purchase, acceptance or rejection of Collateral or the ownership of the Collateral, (ii) the delivery, lease, possession, maintenance, use, condition, return, or operation of the Collateral, (iii) the condition of the Collateral sold or otherwise disposed of after possession by Borrower, (iv) any patent or copyright infringement, (v) the conduct of Borrower, its officers, employees, and agents, (vi) a breach of Borrower of any of its covenants or obligations hereunder, and (vii) any claim, loss, cost, or expense involving alleged damage to the environment relating to the Collateral, including, but not limited to investigation, removal, cleanup, and remedial costs, but excluding any claims based upon breach or default by Lender or gross negligence or willful misconduct of Lender. Lender shall have the sole and complete control of the defense of any such claims as Lender is hereby authorized to settle or otherwise compromise any such claims as Lender in good faith determines shall be in its best interests. All amounts payable by Borrower pursuant to the immediately preceding sentence shall be paid immediately upon demand of Issuer or Lender, as the case may be. This provision shall survive the termination of this Agreement.

(vii) Foundation and Final Surveys. If requested by Lender, within ten (10) days after the completion of the footings and foundation of any building to be constructed upon the Property, Borrower shall deliver to Lender a survey showing such footings and foundation as constructed upon the Property to be entirely within the boundary lines of the Property showing the actual, on the

ground location of the footings and foundation of the improvements, and showing that the footings and foundation do not encroach upon any easement, and are not in violation of any covenants, conditions or restrictions of record, or of any law or regulation of any public authority. If requested by Lender, Borrower shall also deliver to Lender upon completion of construction of the Project a survey showing the Project, in place, street lines, access to public streets, encroachments and easements, and Borrower shall correct any violation unless waived by Lender.

(viii) Hazardous Materials. [Borrower shall not cause or permit any Hazardous Materials to be placed, held, located or disposed of on, under or at the Property or any part thereof which are in violation of any Environmental Laws. Borrower further agrees to give notice to Lender immediately upon Borrower's learning of the presence of any Hazardous Materials on the Property which are in violation of any Environmental Laws, to promptly comply with any governmental requirements requiring the removal, treatment or disposal of such Hazardous Materials.]

(ix) No Disposition or Merger. Borrower shall not enter into any merger or joint venture with any third party, or otherwise dispose of its assets other than in the ordinary course of Borrower's business.

(x) Leases. Borrower shall not enter into any lease or leases of all or any portion of the Project without the prior written consent of Lender. Borrower shall maintain all such leases approved by Lender in full force and effect. Borrower shall notify Lender of any breach of any of the terms and conditions of any such leases within fifteen (15) days of such breach. Borrower agrees that such leases shall not be materially amended or modified without the prior written consent of Lender. Borrower may lease the Property provided that Borrower provide Lender the following items in form and substance acceptable to Lender: (a) a copy of any such lease, and (b) a subordination, attornment and lessee-lessor estoppel agreement in form and substance approved by Lender, properly executed on behalf of Borrower and any such lessee.

Section 6.11 Reserved.

Section 6.12 Mechanic's Liens. Borrower shall take reasonable precautions to prevent the filing against the Property of any mechanic's, materialmen, or laborer's liens of any kind whatsoever, and if any such liens are filed, then Borrower shall take reasonable steps to promptly discharge any and all of such liens; provided, however, that Borrower may dispute and diligently contest in the manner set forth in the Trust Deed any lien filed against the Property so long as such contest does not materially impair Lender's security.

Section 6.13 Insufficient Funds. In the event that Lender, in Lender's sole discretion, from time to time determines that there are not sufficient funds remaining from the undisbursed proceeds of the Loan to enable Borrower to complete construction of the Project in accordance with the Plans, to pay the costs and other expenses referred to in this Agreement,

and to cover the interest payments projected for the remainder of the term of the Loan, as estimated by Lender, Borrower, upon written notice from Lender, shall immediately deposit with Lender the additional amounts or funds required, which, will assure that there are sufficient funds available in addition to the undisbursed Loan proceeds to pay for the items referred to above in this Section 6.13.

Section 6.14 Americans with Disabilities Act. The Project, when completed, will be accessible to and usable by persons with disabilities pursuant to the accessibility requirements of the Americans With Disabilities Act (the "Act"), and all applicable regulations promulgated by the U.S. Architectural and Transportation Barriers Compliance Board by the U.S. Department of Justice, and by all other applicable agencies. The Project will comply with all accessibility requirements of the Act and regulations, together with the requirements of the Americans With Disabilities Act Accessibility Guidelines for Buildings and Facilities.

Section 6.15 Document Imaging. Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Loan Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Loan Document shall be deemed to be of the same force and effect as the original manually executed document.

Section 6.16 Compliance Certificates. [At such intervals and in such format as Lender may designate from time to time, Borrower shall provide Lender with written certification by Borrower and its attesting principal financial or accounting officer: that all of Borrower's representations and warranties under this Agreement continue to be true, accurate and complete in all material respects; that Borrower is in compliance with all of its affirmative covenants, negative covenants, financial covenants, reporting covenants, and other covenants in this Agreement; that the information in all financial statements Borrower has submitted to Lender, and the computations provided with Borrower's current and prior certificates accurately represent Borrower's financial position as of the dates thereof; that Borrower's submitted financial statements were prepared in accordance with generally accepted accounting principles (except as otherwise disclosed therein); that no event has occurred and no condition exists that constitutes (or with the passage of time and giving of any necessary notice would constitute) an Event of Default under this Agreement.]

Section 6.17 Electronic Signatures. The parties to this Agreement expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. and the applicable Uniform Electronic Transactions Act, as amended or substituted. The person signing this Agreement by electronic means represents and warrants that he or she is the person represented through the electronic medium, and that he or she has full power and authority to electronically sign this Agreement.

ARTICLE VII

AFFIRMATIVE COVENANTS OF BORROWER

So long as the Loan shall remain unpaid, Borrower will comply with the following requirements:

Section 7.1 Reporting Requirements. Borrower will deliver, or cause to be delivered, to Lender each of the following, which shall be in form and detail acceptable to Lender:

(a) as soon as available, and in any event within 180 days after the end of each fiscal year of Borrower, audited annual financial statements of Borrower, which annual financial statements shall include the balance sheet of Borrower as at the end of such fiscal year and the related statements of income, retained earnings and cash flows of Borrower for the fiscal year then ended, all in reasonable detail and prepared in accordance with generally accepted accounting principles applied on a consistent basis;

(b) a copy of the Borrower's most recent brokerage statements on a semiannual basis due by March 7th and September 7th of each year;

(c) [immediately after the commencement thereof, notice in writing of all litigation and of all proceedings before any governmental or regulatory agency affecting Borrower of the type described in Paragraph (g) or (h) of Article V hereof or which seek a monetary recovery against Borrower in excess of \$100,000;]

(d) as promptly as practicable (but in any event not later than five Business Days) after a manager of Borrower obtains knowledge of the occurrence of any event that constitutes a Default or an Event of Default hereunder, notice of such occurrence, together with a detailed statement by a responsible officer of Borrower of the steps being taken by Borrower to cure the effect of such Default or Event of Default;

(e) promptly upon knowledge thereof, notice of any loss or destruction of or damage to any Collateral or of any material adverse change in any Collateral;

(f) promptly after the amending thereof, copies of any and all amendments to its certificate of organization, or operating agreement;

(g) promptly upon knowledge thereof, notice of the violation by Borrower of any law, rule, or regulation, which has a material adverse effect on the Collateral or Borrower's ability to perform its obligations hereunder; and

(h) promptly upon knowledge thereof, notice of any material adverse change in the financial or operating condition of Borrower.

Section 7.2 Books and Records; Inspection and Examination. Borrower will keep accurate books of record and account for itself pertaining to the Collateral and pertaining to Borrower's business and financial condition and such other matters as Lender may from time

to time request in which true and complete entries will be made in accordance with generally accepted accounting principles consistently applied and, upon request of Lender, will permit any officer, employee, attorney, or accountant for Lender to audit, review, make extracts from, or copy any and all corporate and financial books, records and properties of Borrower at all times during ordinary business hours, and to discuss the affairs of Borrower with any of its directors, officers, employees, or agents. Borrower will permit Lender, or its employees, accountants, attorneys, or agents, to examine and copy any or all of its records and to examine and inspect the Collateral at any time following prior notice of at least two (2) Business Days during Borrower's business hours.

Section 7.3 Compliance with Laws; Environmental Indemnity. [Borrower will (a) comply with the requirements of applicable laws and regulations, the noncompliance with which would materially and adversely affect its business or its financial condition, (b) comply with all applicable Environmental Laws and regulations and obtain any permits, licenses, or similar approvals required by any such laws or regulations, and (c) use and keep the Collateral, and will require that others use and keep the Collateral, only for lawful purposes, without violation of any federal, state, or local law, statute or ordinance. Borrower shall secure all permits and licenses, if any, necessary for the installation and operation of the Collateral. Borrower shall comply in all respects (including, without limitation, with respect to the use, maintenance, and operation of each item of the Collateral) with all laws of the jurisdictions in which its operations involving any component of Collateral may extend and of any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the items of the Collateral or its interest or rights under this Agreement. Borrower will indemnify, defend, and hold Lender and Issuer harmless from and against any claims, loss, or damage to which Lender may be subjected as a result of any past, present, or future existence, use, handling, storage, transportation, or disposal of any hazardous waste or substance or toxic substance by Borrower or on property owned, leased or controlled by Borrower. This indemnification shall survive the termination of this Agreement and payment of the indebtedness hereunder and under the Bonds.]

Section 7.4 Payment of Taxes and Other Claims. Borrower will pay or discharge, when due, (a) all taxes, assessments, and governmental charges levied or imposed upon it or upon its income or profits, upon any properties belonging to it (including, without limitation, the Collateral) or upon or against the creation, perfection or continuance of the security interest created pursuant to this agreement, prior to the date on which penalties attach thereto, (b) all federal, state and local taxes required to be withheld by it, and (c) all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon any properties of Borrower; provided, that Borrower shall not be required to pay any such tax, assessment, charge, or claim whose amount, applicability, or validity is being contested in good faith by appropriate proceedings. Borrower will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed, or levied against or with respect to the Collateral, as well as all gas, water, steam, electricity, heat, power, telephone, utility, and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Collateral.

Section 7.5 Preservation of Company Existence. Borrower will preserve and maintain its nonprofit corporation or corporate existence, as applicable, and all of its rights,

privileges, and franchises necessary or desirable in the normal conduct of its business; and shall conduct its business in an orderly, efficient, and regular manner.

Section 7.6 Performance by Lender. If Borrower at any time fails to perform or observe any of the covenants or agreements contained in this Agreement, and if such failure shall continue for a period of 10 calendar days after Lender gives Borrower written notice thereof (or in the case of the agreements contained in Section 7.5 hereof, immediately upon the occurrence of such failure, without notice or lapse of time), provided, however, that, if the failure stated in such notice cannot be corrected within such 10-day period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Borrower within the applicable period and diligently pursued until the default is corrected, Lender may, but need not, perform or observe such covenant on behalf and in the name, place, and stead of Borrower (or, at Lender's option, in Lender's name) and may, but need not, take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations owed to account debtors, or other obligors, the procurement and maintenance of insurance, the execution of assignments, security agreements, and financing statements, and the endorsement of instruments); and Borrower shall thereupon pay to Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Lender in connection with or as a result of the performance or observance of such agreements or the taking of such action by Lender, together with interest thereon from the date expended or incurred at the Default Rate. To facilitate the performance or observance by Lender of such covenants of Borrower, Borrower hereby irrevocably appoints Lender, or the delegate of Lender, acting alone, as the attorney in fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse, or file in the name and on behalf of Borrower any and all instruments, documents, assignments, security agreements, financing statements, applications for insurance, and other agreements and writings required to be obtained, executed, delivered, or endorsed by Borrower under this Agreement. In no event shall the 10-day period described above extend the 30-day period described in Section 11.1(d) hereof.

Section 7.7 Dividends and Loans. [Borrower shall not (i) declare or pay any dividends, (ii) purchase, redeem, retire or otherwise acquire for value any of its capital stock or equity interests now or hereafter outstanding, (iii) make any distribution of assets to its stockholders, investors, or equity holders, whether in cash, assets, or in obligations of Borrower, (iv) allocate or otherwise set apart any sum for the payment of any dividend or distribution on, or for the purchase, redemption, or retirement of any shares of its capital stock or equity interests, or (v) make any other distribution by reduction of capital or otherwise in respect of any shares of its capital stock or equity interests.][relevant?]

Borrower shall not make any loans or pay any advances of any nature whatsoever to any person or entity, except advances in the ordinary course of business to vendors, suppliers, and contractors.

Section 7.8 Denial Clause. If the incurring of any debt by Borrower or the payment of any money or transfer of property to Lender by or on behalf of Borrower should for

any reason subsequently be determined to be “voidable” or “avoidable” in whole or in part within the meaning of any state or federal law (collectively “voidable transfers”), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or State law, and Lender is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Lender’s counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys fees of Lender related thereto, the liability of Borrower shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

Section 7.9 Coverage Requirement. Borrower shall maintain a Debt Service Coverage Ratio of not less than 1.00:1.00, to be tested annually within 180 days of the close of the Fiscal Year.

Section 7.10 Liquidity Covenant. Borrower shall maintain a minimum of \$20,000,000 in Liquid Securities, to be verified by the Purchaser in March and September of each year using the most recent copy of Borrower’s brokerage statements. Purchaser shall not place a hold or require a pledge of the Liquid Assets.

Section 7.11 Negative Pledge. Borrower shall maintain a Negative Pledge of Liquid Securities in the amount of \$20,000,000.

ARTICLE VIII

NEGATIVE COVENANTS OF BORROWER

So long as the Loan and the Bonds shall remain unpaid, Borrower agrees that:

Section 8.1 Consolidation and Merger. Borrower shall not wind up, liquidate, or dissolve itself, reorganize, merge, or consolidate with or into, or convey, sell, assign, transfer, lease, or otherwise dispose of (whether in one transaction or a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to any person or entity, or acquire all or substantially all of the assets or the business of any person or entity. [Borrower will also not engage in any business activities substantially different than those in which Borrower is presently engaged.]

Section 8.2 Sale of Assets. Borrower shall not sell, lease, assign, transfer, or otherwise dispose of all or a substantial part of its assets or of any of the Collateral or the Project or any interest therein (whether in one transaction or in a series of transactions).

Section 8.3 Accounting. Borrower will not adopt, permit, or consent to any material change in accounting principles other than as required by generally accepted accounting principles. Borrower will not adopt, permit, or consent to any change in its fiscal year.

Section 8.4 Modifications and Substitutions. Borrower shall not make any material alterations, modifications, or additions to, or substitutions of, the Collateral without the prior written consent of Lender; provided, however, that any substitutions made pursuant to Borrower's obligations to make repairs referenced under any provision of this Agreement shall not require such prior written consent. Borrower shall provide such documents or assurances as Lender may reasonably request to maintain or confirm the lien in favor of Lender on the Collateral as so altered, modified, or substituted.

Section 8.5 Transfers. [Borrower will not in any manner transfer any property without prior or present receipt of full and adequate consideration.]

Section 8.6 Amendment to Organizational Documents. [Borrower shall not amend its Certificate of Organization and Operating Agreement without Lender's prior written consent.]

ARTICLE IX

DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

Section 9.1 Damage to or Destruction of Property. If the Project is partially or wholly damaged or destroyed by fire or any other cause, and (a) all insurance proceeds received by Lender together with any cash funds delivered by Borrower to Lender are sufficient to fully restore and repair the Project as determined by Lender, in Lender's sole discretion, and (b) Borrower is not in default under any of the Loan Documents, Lender shall disburse such proceeds in the manner provided herein for the disbursement of the proceeds of the Loan toward the cost of such restoration and repair. If Lender determines that such proceeds together with any cash funds provided by Borrower are insufficient to fully restore the Project, Lender will apply any sums received by Lender under this Section first to the payment of all of Lender's costs and expenses (including but not limited to legal fees and costs) incurred in obtaining those sums, and then, in Lender's sole discretion and without regard to the adequacy of its security, to the payment of the Loan. If the amount of such proceeds exceeds the cost of restoration of the Project, Lender shall apply the excess proceeds to the payment of the Loan. If the proceeds of insurance are used to restore the Project and if the total estimated cost to restore the Project exceeds the amount of the proceeds of insurance, Borrower shall deliver to Lender prior to any disbursement of the proceeds of insurance, an amount equal to such difference in cash or cash equivalents satisfactory to Lender. After all obligations of Borrower under the Loan Documents have been paid in full, then all proceeds in excess of such obligations will be paid to Borrower.

Section 9.2 Condemnation. If the Collateral, or any part thereof, shall be condemned for any reason, including without limitation fire or earthquake damage, or otherwise taken for public or quasi-public use under the power of eminent domain, or be transferred in lieu thereof, all damages or other amounts awarded for the taking of, or injury to, the Collateral shall be paid to Lender who shall have the right, in its sole and absolute discretion, to apply the amounts so received against (a) the costs and expenses of Lender, including attorneys' fees incurred in connection with collection of such amounts, and (b) the balance against the amounts due hereunder; provided, however, that if (i) no Event of Default shall have occurred and be continuing hereunder, (ii) Borrower provides evidence satisfactory to Lender of its ability to pay all amounts becoming due hereunder during the pendency of any restoration or repairs to or replacement of the Collateral, (iii) Lender determines, in its sole discretion, that the proceeds of such award are sufficient to restore, repair, replace and rebuild the Collateral as nearly as possible to its value, condition and character immediately prior to such taking (or, if the proceeds of such award are insufficient for such purpose, if Borrower provides additional sums to Lender's satisfaction so that the aggregate of such sums and the proceeds of such award will be sufficient for such purpose), and (iv) Borrower provides evidence satisfactory to Lender that none of the tenants of the Property, if applicable, will terminate their lease agreements as a result of either the condemnation or taking or the repairs to or replacement of the Collateral, the proceeds of such award, together with additional sums provided by Borrower, shall be placed in a separate account for the benefit of Lender and Borrower to be used to restore, repair, replace and rebuild the Collateral as nearly as possible to its value, condition and character immediately prior to such taking. All work to be performed in connection therewith shall be pursuant to a written contract therefor, which contract shall be subject to the prior approval of Lender. To the extent that any funds remain after the Collateral has been so restored and repaired, the same

shall be applied against the amounts due hereunder in such order as Lender may elect. To enforce its rights hereunder, Lender shall be entitled to participate in and control any condemnation proceedings and to be represented therein by counsel of their own choice, and Borrower will deliver, or cause to be delivered to Lender such instruments as may be requested by them from time to time to permit such participation. In the event Lender, as a result of any such judgment, decree, or award, believes that the payment or performance of the Loan or the Bonds is impaired, Lender may declare all of the amounts due hereunder immediately due and payable.

ARTICLE X

ASSIGNMENT, SUBLEASING AND SELLING

Section 10.1 Assignment by Lender. This Agreement, and the obligations of Borrower to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees (who shall be purchaser of the Bonds or an interest therein) by Lender at any time subsequent to its execution, without the necessity of obtaining the consent of Issuer or Borrower; provided, however, that no such assignment or reassignment shall be effective unless and until (a) Issuer and Borrower shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, which notice Issuer shall maintain as evidence of the ownership and registration of the Bonds, and (b) in the event that such assignment or reassignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement and the Bonds, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Issuer or Borrower, to furnish such information to Issuer or Borrower. Upon receipt of written notice of assignment, Borrower will reflect in a book-entry the assignee designated in such notice of assignment, and shall agree to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Issuer and Borrower may from time to time have against Lender or the assignee. Issuer and Borrower agree to execute all documents, including notices of assignment and chattel mortgages, or financing statements, which may be reasonably requested by Lender or its assignee to protect their interest in the Collateral and in this Agreement.

Section 10.2 No Sale or Assignment by Borrower. This Agreement and the interest of Borrower in the Collateral may not be sold, assumed, assigned, or further encumbered by Borrower.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.1 Events of Default. Time is of the essence in this Agreement. The following constitute “Events of Default” under this Agreement:

(a) failure by Borrower to pay to Lender, as assignee of Issuer, when due any Loan Payment or to pay any other payment required to be paid hereunder and the continuation of such failure for a period of 10 days;

(b) failure by Borrower to maintain insurance on the Collateral in accordance with Section 6.10 hereof;

(c) [Reserved]

(d) failure by Borrower or Issuer to observe and perform any other covenant, condition, or agreement contained herein, in any Loan Document to which it is a party, in the Tax Compliance Agreement, or in any other document or agreement executed in connection herewith on its part to be observed or performed for a period of 30 days after written notice is given to Borrower or Issuer, as the case may be, specifying such failure and directing that it be remedied; provided, however, that, if the failure stated in such notice cannot be corrected within such 30-day period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Borrower or Issuer, as the case may be, within the applicable period and diligently pursued until the default is corrected;

(e) initiation by Issuer of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Issuer;

(f) Borrower shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or Borrower shall apply for or consent to the appointment of any receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee, or similar officer shall be appointed without the application or consent of Borrower; or Borrower shall institute (by petition, application, answer, consent, or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation, or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application, or otherwise) against Borrower; or any judgment, regulatory fine, writ, warrant of attachment, or execution or similar process shall be issued or levied against Borrower which may have a material adverse effect on the ability of Borrower to perform hereunder;

(g) determination by Lender that any representation or warranty made by Borrower or Issuer herein, in the Tax Compliance Agreement or in any other document executed in connection herewith was untrue in any material respect when made;

(h) determination by Lender that any financial statement or report provided by or on behalf of Borrower was untrue or misleading in any material respect when made;

(i) [Reserved]

(j) if at any time the Deed of Trust or any other applicable Loan Document creating a lien on any of the Collateral may be impaired by any lien, encumbrance or other defect other than the Permitted Encumbrances or an amendment or termination relating to a filed financing statement describing any of the Collateral is improperly filed;

(k) the occurrence of a default or an event of default under any instrument, agreement, or other document evidencing, relating to or securing any indebtedness or other monetary obligation of Borrower; or

(l) [Reserved]

(m) the occurrence of a default or an event of default under any other agreement between Lender or any of its or their affiliates and Borrower.

Section 11.2 Remedies on Default. Whenever an Event of Default described in Section 11.1(f) hereof shall have occurred, the Prepayment Amount automatically shall be due and payable, whereupon the Prepayment Amount automatically shall become and be forthwith due and payable without presentment, notice of dishonor, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower. Whenever any other Event of Default shall have occurred, Lender, as assignee of Issuer, shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps insofar as the same are available to secured parties under Article 9 of the UCC in effect in the State from time to time and which are otherwise accorded to Lender, as assignee of Issuer, by applicable law, or under the Deed of Trust:

(a) by notice to Issuer and Borrower, declare the Prepayment Amount to be forthwith due and payable, whereupon the Prepayment Amount, together with additional interest on the principal component at the Default Rate, from date of demand until paid, both before and after judgment, shall become and be forthwith due and payable, without presentment, notice of dishonor, protest, or further notice of any kind, all of which are hereby expressly waived by Borrower;

(b) take possession of the Collateral wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease, or make other disposition of the Collateral for use over a term in a commercially reasonable manner, all for the account of Lender, provided that Borrower shall remain directly liable for the deficiency, if any, between the rent or other amounts paid by a lessee or sublessee of the Collateral pursuant to such lease or sublease during the same period of time, after deducting all costs and expenses, including reasonable attorneys' fees and expenses, incurred with respect to the recovery, repair and storage of the Collateral during such period of time;

(c) take possession of the Collateral wherever situated, without any court order or other process of law and without liability for entering the Property, and sell the Collateral in a commercially reasonable manner. All proceeds from such sale shall be applied in the following manner:

FIRST, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage, and sale of the Collateral, including reasonable attorneys' fees and expenses;

SECOND, to pay (i) Lender the amount of all unpaid Loan Payments or other obligations (whether direct or indirect owed by Borrower to Lender), if any, which are then due and owing, together with interest and late charges thereon, (ii) Lender the then applicable Prepayment Amount (taking into account the payment of past-due Loan Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to calculate the Loan Payments, from the next preceding due date of a Loan Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable to Lender or Issuer hereunder; and

THIRD, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Collateral to Borrower;

(d) proceed by appropriate court action to enforce specific performance by Issuer or Borrower of the applicable covenants of this Agreement or to recover for the breach thereof, including the payment of all amounts due from Borrower. Borrower shall pay or repay to Lender or Issuer all costs of such action or court action, including, without limitation, reasonable attorneys' fees;

(e) exercise all rights and remedies under any Loan Document;

(f) take whatever action at law or in equity that may appear necessary or desirable to enforce its rights with respect to the Collateral. Borrower shall pay or repay to Lender or Issuer all costs of such action or court action, including, without limitation, reasonable attorneys' fees;

(g) enter upon any premises where the Collateral or records relating thereto may be and take possession of the Collateral and such records;

(h) exercise all rights and remedies under the UCC or the Deed of Trust, existing at law, in equity, or by statute or provided in the Agreement or the Deed of Trust;

(i) upon request of Lender, Borrower shall, at the expense of Borrower, assemble the Collateral and records relating thereto at a place designated by Lender and tender the Collateral and such records to Lender;

(j) without notice to Borrower, Lender may obtain the appointment of a receiver of the business, property and assets of Borrower and Borrower hereby consents to the appointment of Lender or such person as Lender may designate as such receiver;

(k) sell, lease or otherwise dispose of any or all of the Collateral and, after deducting the Liquidation Costs, apply the remainder to pay the obligations secured by the Collateral; and

(l) Lender may, but without obligation and in addition to any other remedies which Lender may have under this Agreement or the other Loan Documents or, by statute or rule of law, enter upon the Property and construct, equip, and complete the construction of the Project in accordance with the Plans or such changes in the Plans as Lender may from time to time and in Lender's sole discretion deem appropriate, all at the risk, cost and expense of Borrower. Lender shall have the right at any and all times to discontinue any work commenced by Lender in respect to the Project or to change any course of action undertaken by Lender and shall not be bound by any limitations or requirements of time whether set forth in this Agreement or otherwise; Lender shall have the right and power at Lender's option to assume any construction contract made by or on behalf of Borrower in any way relating to the Project and take over and use all or any part or parts of the labor, materials, supplies and equipment contracted for by or on behalf of Borrower, including such equipment and supplies that have theretofore been delivered to the Property or stored in any facility for incorporation into the Property, all in the sole and absolute discretion of Lender. In connection with the completion of the construction of the Project undertaken by Lender pursuant to the provisions of this Agreement, Lender may (a) engage builders, contractors, architects, engineers and others for the purpose of furnishing labor, materials and equipment in connection with the construction of the Project; (b) pay, settle, or compromise all bills or claims which may become liens against the Property or the Project or both, or which have been or may be incurred in any manner in connection with the construction, completion and equipping of the Project or for the discharge of liens, encumbrances, or defects in the title of the Property or the Project; (c) use all or any portion of the undisbursed Loan Proceeds; (d) take such action as Lender may determine to protect the Project or the supplies delivered for incorporation into the Project; and/or (e) charge a fee for services rendered in connection with any of the foregoing. Borrower shall be liable to Lender for all sums paid or incurred by Lender for the completion of construction and equipping the Project, whether the same shall be paid or incurred pursuant to provisions of this Section or otherwise and all payments made or liabilities incurred by Lender under this Agreement of any kind whatsoever, including reasonable attorneys' fees shall be paid by Borrower to Lender upon demand with interest at the Default Rate to the date of payment to Lender. Upon the occurrence of an Event of Default, Borrower hereby irrevocably constitutes and appoints Lender Borrower's true and lawful attorney in fact to execute, acknowledge and deliver any instruments and to do and perform any act such as referred to in this Section in the name and on behalf of Borrower. This power of attorney is irrevocable and is coupled with an interest.

Notwithstanding any other remedy exercised hereunder, Borrower shall remain obligated to pay to Lender any unpaid portion of the Prepayment Amount. Lender shall not

have any obligation to clean-up or otherwise prepare any Collateral for sale, lease or other disposition.

Section 11.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender or Issuer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or the Deed of Trust or now or hereafter existing at law or in equity. 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 thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender or Issuer to exercise any remedy reserved to it in this Article XI, it shall not be necessary to give any notice other than such notice as may be required by this Article XI. All remedies herein conferred upon or reserved to Lender or Issuer shall survive the termination of this Agreement.

Section 11.4 General. In recognition of Lender's right to have all its attorneys fees and expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of the obligations secured by the Collateral, Lender shall not be required to release, reconvey, or terminate any security interest in the Collateral unless and until Borrower has executed and delivered to Lender general releases in form and substance satisfactory to Lender.

Section 11.5 Late Charge. Any Loan Payment not paid by Borrower on the due date thereof shall, to the extent permissible by law, bear interest at the Default Rate.

Section 11.6 Default in Payment. If default occurs in the payment of any principal or interest on the loan when due, or if any Event of Default occurs under the Loan Documents, time being the essence hereof, then, notwithstanding anything to the contrary in this Agreement or the Bonds, or any of the other Loan Documents, (a) the entire unpaid balance, shall, at Lender's election and without notice of such election, become immediately due and payable in full, and (b) without notice and whether or not the principal balance has been accelerated, all outstanding principal shall bear interest at the Default Rate from the date when due until paid, both before and after judgment. All outstanding principal shall bear interest at such Default Rate upon the occurrence of any default under the Loan Documents. If the Bonds become in default or payment is accelerated, Borrower agrees to pay to the holder of the Bonds all collection costs, including reasonable attorneys' fees and legal expenses, in addition to all other sums due under this Agreement.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Payment of Expenses and Attorney's Fees of Lender and Issuer; Indemnification. Borrower shall pay all reasonable expenses of Lender and Issuer relating to the negotiation, drafting of documents, documentation of the Loan, and administration and supervision of the Loan, including, without limitation, appraisal fees, environmental inspection fees, field examination expenses, title insurance, recording fees, filing fees, and reasonable attorneys fees and legal expenses, whether incurred in making the Loan, in future amendments or modifications to the Loan Documents, or in ongoing administration and supervision of the Loan.

Upon occurrence of an Event of Default, Borrower agrees to pay all costs and expenses, including reasonable attorney fees and legal expenses, incurred by Lender and Issuer in enforcing, or exercising any remedies under, the Loan Documents, and any other rights and remedies. Additionally, Borrower shall pay all Liquidation Costs.

Borrower agrees to pay all expenses, including reasonable attorney fees and legal expenses, incurred by Lender and Issuer in any bankruptcy proceedings of any type involving Borrower, this Agreement, the Bonds, or the Collateral, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral or relating to any plan of reorganization.

TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER AGREES TO PROTECT, INDEMNIFY, DEFEND AND SAVE HARMLESS ISSUER AND LENDER, THEIR DIRECTORS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (EACH AN "INDEMNIFIED PARTY") FOR, FROM, AND AGAINST ANY AND ALL LIABILITY, EXPENSE, OR DAMAGE OF ANY KIND OR NATURE AND FOR, FROM, AND AGAINST ANY SUITS, CLAIMS, OR DEMANDS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES ON ACCOUNT OF ANY MATTER OR THING OR ACTION, WHETHER IN SUIT OR NOT, ARISING OUT OF THIS AGREEMENT OR THE LOAN DOCUMENTS, OR IN CONNECTION HEREWITH, EXCLUDING HOWEVER, ANY MATTERS ARISING OUT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR ANY MATTERS ARISING AFTER LENDER HAS TAKEN TITLE TO OR POSSESSION OF THE PROJECT. Upon receiving knowledge of any suit, claim, or demand asserted by a third party that Issuer or Lender believes is covered by this indemnity, Issuer or Lender, as applicable, shall give Borrower notice of the matter and an opportunity to defend it, at Borrower's sole cost and expense, with legal counsel satisfactory to the Indemnified Party. The Indemnified Party may also require Borrower to so defend the matter. The obligations on the part of Borrower under this Section 12.1 shall survive the closing of the Loan and the repayment thereof.

Section 12.2 Issuer Not Liable. Notwithstanding any other provision of this Agreement, neither Issuer nor any official, officer, agent, servant, or employee of Issuer shall be liable to Borrower, Lender, or any other person for (a) any action taken by Issuer or by any

official, officer, agent, servant, or employee of Issuer under this Agreement (except for its gross negligence or willful misconduct), or (b) any failure of Issuer or any official, officer, agent, servant, or employee of Issuer to take action under this Agreement (except due to its gross negligence or willful misconduct) unless Issuer (i) is requested in writing by an appropriate person to take such action, (ii) is assured of payment of or reimbursement for any expenses in such action, and (iii) is afforded a reasonable period under the circumstances to take such action, except that Issuer agrees to take, or refrain from taking, any action as required by an injunction and to comply with any final judgment for specific performance. In acting under this Agreement, or in refraining from acting under this Agreement, Issuer may conclusively rely on the advice of its counsel.

Section 12.3 Pledge of State. Pursuant to Section 11-17-13, Utah Code Annotated 1953, as amended, Issuer includes herein the pledge and undertaking of the State that the State will not alter, impair, or limit the rights vested hereunder or in the Bonds, this Agreement, or any of the documents contemplated hereby until the Bonds, together with all Interest thereon, have been fully paid and discharged and all obligations of Issuer thereunder and under this Agreement are fully performed.

Section 12.4 Disclaimer of Warranties. LENDER AND ISSUER MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT, OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT THERETO. In no event shall Lender or Issuer be liable for any loss or damage in connection with or arising out of this Agreement, the Collateral or the existence, furnishing, functioning, or Borrower's use of any item or products or services provided for in this Agreement.

Section 12.5 Notices. All notices, certificates, requests, demands, and other communications provided for hereunder or under the Tax Compliance Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth above and, if telecopied, transmitted to that party at its telecopier number set forth above or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 12.5. All such notices, requests, demands, and other communications shall be deemed to have been given on (i) the date received if personally delivered, (ii) when deposited in the mail if delivered by mail, (iii) the date sent if sent by overnight courier, or (iv) the date of transmission if delivered by telecopy. If notice to Borrower of any intended disposition of the Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given (in the manner specified in this Section 12.5) at least 10 calendar days prior to the date of intended disposition or other action.

Section 12.6 Further Assurance and Corrective Instruments. Issuer and Borrower hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, such further acts, instruments, conveyances, transfers, and assurances, as Lender reasonably deems necessary or advisable for the

implementation, correction, confirmation, or perfection of this Agreement, the Escrow Agreement, each other Loan Document, or the Tax Compliance Agreement and any rights of Lender hereunder or thereunder.

Section 12.7 Binding Effect; Time of the Essence. This Agreement shall inure to the benefit of and shall be binding upon Lender, Issuer, Borrower, and their respective successors and assigns. Time is of the essence.

Section 12.8 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.9 Amendments. To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

Borrower and Lender agree to amend Exhibit A to this Agreement to more specifically identify the Project being financed hereunder at such time as such identification is possible. Such amendment shall be effected by written instrument signed by Borrower and Lender. Issuer's consent to the amendment referred to in this paragraph shall not be required.

Section 12.10 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 12.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.13 Entire Agreement. This Agreement, the Tax Compliance Agreement, the other Loan Documents and the exhibits hereto and thereto constitute the entire agreement among Lender, Issuer, and Borrower. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein or in such documents regarding this Agreement or the Project financed hereby. PURSUANT TO UTAH CODE SECTION 25-5-4, BORROWER IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENT BETWEEN LENDER AND BORROWER AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

All prior and contemporaneous agreements, arrangements and understandings between the parties hereto as to the subject matter hereof are, except as otherwise expressly provided herein, rescinded.

Section 12.14 Limitations of Liability. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall Lender, its assignees, if any, or Issuer be liable for any special, consequential, incidental, punitive or penal damages, including, but not limited to, loss of profit or revenue, loss of use of the Collateral, service materials or software, damage to associated equipment, service materials or software, cost of capital, cost of substitute property, service materials or software, facilities, services, or replacement power or downtime costs.

Borrower hereby (i) represents that it does not have any defenses to or setoffs against any indebtedness or other obligations owing by Borrower, or by Borrower's affiliates or principals, to Lender or Lender's affiliates (the "Obligations"), nor any claims against Lender or Lender's affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) releases Lender and Lender's affiliates, officers, directors, employees and agents from all claims, causes of action, and costs, in law or equity, known or unknown, whether or not matured or contingent, existing as of the date hereof that Borrower has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that accrue or mature after the date hereof that are owing to Borrower by Lender or Lender's affiliates. Borrower acknowledges that Lender has been induced to enter into or continue the Obligations by, among other things, the waivers and releases in this Section.

Section 12.15 Waiver of Defenses and Release of Claims. Borrower hereby (i) represents that it does not have any defenses to or setoffs against any indebtedness or other obligations owing by Borrower, or by Borrower's affiliates or principals, to Lender or Lender's affiliates (the "Obligations"), nor any claims against Lender or Lender's affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) releases Lender and Lender's affiliates, officers, directors, employees and agents from all claims, causes of action, and costs, in law or equity, known or unknown, whether or not matured or contingent, existing as of the date hereof that Borrower has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that accrue or mature after the date hereof that are owing to Borrower by Lender or Lender's affiliates. Borrower acknowledges that Lender has been induced to enter into or continue the Obligations by, among other things, the waivers and releases in this Section 12.15.

Section 12.16 Money Laundering Activities. Borrower is not (and will not be) a person with whom Lender is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury of the United States of America (including, those Persons named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, the September 24, 2001 Executive

Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or otherwise be associated with such persons. In addition, Borrower hereby agrees to provide to Lender any additional information that Lender deems necessary from time to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities.

Section 12.17 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Agreement, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

Section 12.18 Reserved.

Section 12.19 Consent to Utah Jurisdiction and Exclusive Jurisdiction of Utah Courts. Borrower acknowledges that by execution and delivery of this Agreement, Borrower has transacted business in the State and Borrower voluntarily submits to, consents to, and waives any defense to the jurisdiction of courts located in the State as to all matters relating to or arising from this Agreement and/or the transactions contemplated thereby. EXCEPT AS EXPRESSLY AGREED IN WRITING BY LENDER AND EXCEPT AS PROVIDED IN THE ARBITRATION PROVISIONS ABOVE, THE STATE AND FEDERAL COURTS LOCATED IN THE STATE SHALL HAVE SOLE AND EXCLUSIVE JURISDICTION OF ANY AND ALL CLAIMS, DISPUTES, AND CONTROVERSIES, ARISING UNDER OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED THEREBY. NO LAWSUIT, PROCEEDING, OR ANY OTHER ACTION RELATING TO OR ARISING UNDER THIS AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED THEREBY MAY BE COMMENCED OR PROSECUTED IN ANY OTHER FORUM EXCEPT AS EXPRESSLY AGREED IN WRITING BY LENDER.

Section 12.20 Disclosure of Financial and Other Information. Borrower hereby consents to Lender disclosing to any other lender who may participate in this Agreement any and all information, knowledge, reports, and records, including, without limitation, financial statements, relating in any manner whatsoever to the Loan and the Borrower.

Section 12.21 Jury Trial Waiver; Class Action Waiver. As permitted by applicable law, the parties each waive their respective rights to a trial before a jury in connection with any Dispute (as "Dispute" is defined in Section 12.24 hereof), and Disputes shall be resolved by a judge sitting without a jury. If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than thirty (30) days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order"). If permitted by applicable law, each party also waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

Section 12.22 Reliance. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce jury and class action waivers in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, the mutual waivers, agreements, and certifications in this section.

Section 12.23 Setoff. In addition to any rights and remedies of Lender provided by law, if any Event of Default exists, Lender is authorized at any time and from time to time, without prior notice to Borrower, any such notice being waived by Borrower to the fullest extent permitted by law, to setoff and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by Lender to or for the credit or the account of Borrower against any and all obligations of Borrower under the Loan or any of the Loan Documents, now or hereafter existing, irrespective of whether Lender shall have made demand under the Loan, or otherwise, or under any Loan Document and although such amounts owed may be contingent or unmatured. Lender agrees promptly to notify Borrower after any such setoff and application made by Lender; provided, however, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of Lender under this Section 12.23 are in addition to the other rights and remedies (including other rights of setoff) which Lender may have.

Section 12.24 Arbitration. If a claim, dispute, or controversy arises between the parties with respect to this Agreement, related agreements, or any other agreement or business relationship between any of the parties whether or not related to the subject matter of this Agreement (all of the foregoing, a “Dispute”), and only if a jury trial waiver is not permitted by applicable law or ruling by a court, any of the parties may require that the Dispute be resolved by binding arbitration before a single arbitrator at the request of any party. By agreeing to arbitrate a Dispute, the parties are giving up any right they may have to a jury trial, as well as other rights the parties would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.

(a) Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of, JAMS or National Arbitration Forum (“Administrator”) as selected by the initiating party. If the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. Disputes include matters (i) relating to a deposit account, application for or denial of credit, enforcement of any of the obligations the parties have to each other, compliance with applicable laws and/or regulations, performance or services provided under any agreement by any party, (ii) based on or arising from an alleged tort, or (iii) involving employees, agents, affiliates, or assigns of a party. However, Disputes do not include the validity, enforceability, meaning, or scope of this arbitration provision and such matters may be determined only by a court. If a third party is a party to a Dispute, the parties each will consent to including the third party in the arbitration proceeding for resolving the Dispute with the third party. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where Lender is headquartered.

(b) After entry of an Arbitration Order, the non moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment, (ii) will render a decision and any award applying applicable law, (iii) will give effect to any limitations period in determining any Dispute or defense, (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable, (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases, and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

(c) Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000.00, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000.00, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within thirty (30) days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that the parties shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

(d) Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. This arbitration provision shall survive any termination, amendment, or expiration of this Agreement. If the terms of this provision vary from the Administrator's rules, this arbitration provision shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective names by their duly authorized officers, all as of the date first written above.

Lender:

ZB, N.A. dba ZIONS FIRST NATIONAL
BANK

By: _____
Vice President

Issuer:

SUMMIT COUNTY, UTAH

By: _____
Title: County Commissioner

COUNTERSIGN:

By: _____

Title: County Recorder

Borrower:

UTAH OLYMPIC LEGACY FOUNDATION

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT A

SCHEDULE OF PROJECT AND LOAN PAYMENTS

The following Project is the subject of the Loan Agreement dated as of _____ 1, 2018, among ZB, N.A. (“Lender”), Summit County, Utah (“Issuer”), and the Utah Olympic Legacy Foundation (“Borrower”):

Description of Project

The Project consists of (1) the construction, equipping and furnishing of athlete housing and a lip line tour at the Utah Olympic Park in Summit County, Utah and all related improvements and (2) skating oval improvements at the Kearns Athlete Training and Event Center located in Salt Lake County, Utah and all related improvements.

The Project is or will be located at the following addresses: 5624 S. Cougar Ln], Kearns, Utah 84118 (Kearns Athlete Training and Event Center) and 3419 Olympic Parkway, Park City, Utah 84098 (Utah Olympic Park).

Schedule of Loan Payments

EXHIBIT B

FORM OF OPINION OF COUNSEL TO BORROWER

(See Transcript Document No. __)

EXHIBIT C

FORM OF OPINION OF COUNSEL TO ISSUER

(See Transcript Document No. __)

EXHIBIT D

FORM OF OPINION OF BOND COUNSEL

(See Transcript Document No. __)

EXHIBIT E

BOND FORM

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH SECTION 10.1 OF THE AGREEMENT AND AS PROVIDED HEREIN

**UNITED STATES OF AMERICA
STATE OF UTAH
SUMMIT COUNTY, UTAH
INDUSTRIAL DEVELOPMENT REVENUE BONDS
(UTAH OLYMPIC LEGACY FOUNDATION), SERIES 2018**

No. R-___ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Issue Date</u>
AS STATED BELOW	[_____]	[_____]

Registered Owner: ZB, N.A.

FOR VALUE RECEIVED, Summit County, Utah, a body politic and corporate duly organized and validly existing under the laws of the State of Utah (the "Issuer"), hereby promises to pay to the Registered Owner specified above, or its registered assigns (each, an "Owner"), on the Maturity Date specified above, unless redeemed prior thereto, an aggregate principal amount equal to \$ _____ (the "Stated Principal Amount") or the Principal Amount (as herein defined), whichever is less, together with interest thereon at the rates determined as set forth in the Agreement (as hereinafter defined) from the Issue Date specified above, but only from the sources and in the manner provided in the Agreement on each March 7 and September 7, commencing September 7, 2019 (each, an "Interest Payment Date") until the principal hereof is paid or duly provided for upon redemption or maturity, provided, however, that interest on this Bond shall be calculated on the sum of the Advances made by the Purchaser as described in Section 2.6 of the Agreement and as reflected in the "Table of Advances" attached hereto (the "Principal Amount"). On the Advance Termination Date (as defined in the hereinafter described Agreement), the difference between the Stated Principal Amount and the Principal Amount (calculated without reduction for any prior partial redemptions) shall be deemed to have been redeemed automatically; provided that such redemption shall not be taken into account in determining the Principal Amount reflected on the Table of Partial Redemptions attached hereto. Payment of the principal, redemption premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts. The Issuer has agreed that all amounts payable to the Owner with respect to any Bond held by the Owner shall be made to the Owner (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such

address in the United States of America as may be designated by the Owner in writing to the Issuer and the Borrower (as hereinafter defined). Partial payments of the principal on this Bond may be noted on the Table of Partial Redemptions attached herein in lieu of surrendering this Bond in connection with such payment. In any case where the date of maturity of the principal, redemption premium, if any, or interest on this Bond or the date fixed for redemption of this Bond shall not be a Business Day, then payment of such principal, redemption premium or interest need not be made on such date but shall be made on the immediately succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

This Bond shall be a limited obligation of the Issuer, the principal of, redemption premium, if any, and interest on which are payable solely from and secured as described in the Agreement, all as described in and subject to limitations set forth in the Agreement, for the equal and ratable benefit of the Owners, from time to time of this Bond.

THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THIS BOND SHALL NOT CONSTITUTE OR GIVE RISE TO A GENERAL OBLIGATION OR LIABILITY OR A DEBT OR A PLEDGE OF FAITH AND CREDIT OF THE ISSUER, THE STATE OF UTAH, OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER. NEITHER THE ISSUER, THE STATE OF UTAH, NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER SHALL BE OBLIGATED TO PAY PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO EXCEPT FROM REVENUES. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OF UTAH, OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THIS BOND OR OTHER COSTS INCIDENT THERETO.

This Bond is one of the Bonds of a duly authorized issue of bonds of the Issuer known as Summit County, Utah Industrial Development Revenue Bonds (Utah Olympic Legacy Foundation), Series 2018 (the "Bonds"), dated as of the Issue Date referenced above. All of the Bonds are issued under and pursuant to the laws of the State of Utah, including the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the "Act"), and a Loan Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of _____ 1, 2018, among the Issuer, the Utah Olympic Legacy Foundation, a Utah nonprofit corporation (the "Borrower") and ZB, N.A., as Purchaser (the "Purchaser"). Reference is hereby made to the Agreement for the provisions, among others, with respect to the custody and application of the proceeds of the Bonds, the collection and disposition of revenues, a description of the funds charged with and pledged to the payment of the principal of, redemption premium, if any, and interest on the Bonds, the nature and extent of the security for the Bonds, the terms and conditions under which the Bonds are or may be issued, the rights, duties and obligations of the Issuer and the rights of the Owners of the Bonds. By the acceptance of this Bond, the Owner hereof assents to

all of the provisions of the Agreement. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Agreement.

The Bonds have been issued for the purpose of financing the costs of (a) (1) the construction, equipping and furnishing of athlete housing and a lip line tour at the Utah Olympic Park in Summit County, Utah and all related improvements and (2) skating oval improvements at the Kearns Athlete Training and Event Center located in Salt Lake County, Utah and all related improvements (the "Project") and (b) payment of certain costs incurred in connection with the issuance of the Bonds. The Issuer has agreed to lend the proceeds of the sale of the Bonds to the Borrower, and the Borrower has agreed to make payments in an amount, corresponding to the Principal Amount of, interest rate on, and due dates of the Bonds.

The Bonds are issuable as fully registered Bonds in the principal amount of \$100,000 and multiples of \$0.01 in excess thereof (an "Authorized Denomination"). This Bond may, at the option of the Owner hereof, be exchanged for an equal aggregate principal amount of Bonds of the same aggregate principal amount and tenor as the Bond being exchanged and of any Authorized Denomination as provided in the Agreement. This Bond may be registered as transferred as provided in the Agreement, subject to certain limitations therein contained, accompanied by a written instrument of transfer (in substantially the form of the assignment attached hereto) duly executed by the Owner hereof or his/her duly authorized attorney. Thereupon, one or more new Bonds of any Authorized Denomination and in the same aggregate principal amount and tenor as the Bond surrendered (or for which registration of transfer has been effected) will be issued to the designated transferee or transferees.

The Bonds are subject to mandatory redemption and optional redemption, as set forth in the Agreement.

Under certain circumstances as described in the Agreement, the principal of all the Bonds may be declared due and payable in the manner and with the effect provided in the Agreement.

Modifications or alterations to the Agreement may be made only to the extent and in the circumstances permitted by the Agreement.

It is hereby certified that all acts, conditions and things required to happen, exist and be performed under the laws of the State of Utah and under the Agreement precedent to and in the issuance of this Bond have happened, exist and have been performed as so required and that the issuance, authentication and delivery of this Bond have been duly authorized by the Issuer.

IN WITNESS WHEREOF, SUMMIT COUNTY, UTAH has caused this Bond to be executed in its name and on its behalf by the manual signature of the County Commissioner of the Issuer and its official seal to be impressed or imprinted hereon and attested by manual signature of the County Recorder of the Issuer, all as of the Issue Date referenced above.

SUMMIT COUNTY, UTAH

(SEAL)

By: _____
Title: County Commissioner

ATTEST:

County Recorder

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please print or type the Name and Address, including the Zip Code of the Transferee, and the federal taxpayer identification or social security number) 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 and transfer thereof, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed

By: _____

NOTICE: [Signature(s) must be guaranteed by a member firm of the STAMP, SEMP or MSP signature guaranty medallion program.]

EXHIBIT F

[need to confirm ZB's requirements for this deal] CONSTRUCTION DRAW REQUIREMENTS

CONDITIONS PRECEDENT TO FIRST DISBURSEMENT

As a condition precedent to the first disbursement of any Loan Proceeds, all of the following conditions must be fully satisfied as determined by Lender, in Lender's sole discretion:

Authority. Borrower has delivered to Lender a copy of Borrower's organizational documents, together with all amendments, and an original certificate of resolutions of Borrower acceptable to Lender. Borrower also has delivered to Lender such other evidence of Borrower's good standing and authority as Lender may request.

Budget. Borrower has delivered to Lender in a form and content satisfactory to Lender, a detailed Budget, signed by Borrower and the Contractor, of the over-all cost of the Project, both on-site and off-site Project, the cost of fixtures and equipment, loan fees, professional fees, estimated interest cost and such other matters as may be required by Lender. If required by Lender in accordance with the terms of this Agreement, Borrower shall deposit with Lender the amount of the over-all cost of the Project in excess of the amount of Loan Proceeds. The Budget must be reasonable and contain all items that are necessary to complete the Project in accordance with the Plans.

Title Commitment. Borrower has delivered to Lender a current commitment for title insurance or preliminary title report satisfactory to Lender, in Lender's sole discretion, respecting the Property from the Title Company on a current ALTA extended form coverage basis which is acceptable to Lender (the "Title Commitment"). The Title Commitment shall set forth a description of the Property that is the same as the description of the Property set forth in the Survey. The Title Commitment shall have attached copies of all instruments which appear as exceptions to title in the Title Commitment. The Title Commitment shall also include a judgment search respecting Borrower and any other party that holds title to all or any portion of the Property.

Survey. Borrower has delivered to Lender a current survey of the Property acceptable to Lender and the Title Company (the "Survey"). The Survey shall be prepared and certified by a land surveyor or engineer registered in the state in which the Property is located. The Survey must be prepared in compliance with the minimum standard detail requirements for Land Title Surveys as most recently adopted by ALTA and ACSM. The Survey shall bear the land surveyor's or engineer's certificate in favor of Borrower, Lender and the Title Company that the Survey has been prepared in compliance with the minimum standard detail requirements. The Survey shall identify by reference to the exception number and recording information set forth in the Title Commitment each of the easements, rights-of-way, encroachments and other exceptions to title referred to in the Title Commitment that can be depicted on the Survey.

Off-Site Project. Borrower has delivered to Lender evidence satisfactory to Lender that all off-site improvements, including but not limited to, water supply, sanitary sewer facilities and storm drainage systems, all utility lines for electrical and telephone facilities and natural gas lines, are or will be available at the boundaries of the Property at the time required to permit the expeditious and timely completion and use of the Project. Borrower has delivered to Lender will-serve letters from utility companies or municipal authorities stating that electricity, gas, water, sewer and telephone services will be available to the Project upon completion. Borrower has delivered to Lender evidence satisfactory to Lender that all applicable impact, tap and connection fees have been paid or will be paid out of the first disbursement of the proceeds of the Loan.

Soil Reports. Borrower has delivered to Lender (a) a copy of a soils report prepared by a geotechnical engineer acceptable to Lender and a letter from the architect for the Project (the “Architect”) stating that the Architect has reviewed the soils report; and (b) based upon such soils report and upon Architect’s estimates of construction costs, which represent Architect’s best professional judgment as a design professional knowledgeable about the construction industry, such soils conditions will not prevent construction of the Project at the cost provided in the Budget. Architect shall deliver to Lender a letter stating that Architect shall exercise due professional skill and care to design the Project in a manner consistent with the recommendations of the soils report and any addenda issued with respect thereto.

Contractors and Subcontractors; Contracts. Borrower has delivered to Lender a statement setting forth the names and addresses of each contractor and every other subcontractor, supplier, person, firm or corporation who has contracted as of the date of the first disbursement of Loan proceeds to furnish materials, perform labor or provide services in connection with the design and construction of the Project. Borrower has delivered to Lender fully executed copies of the construction contract and the Architect contract, each in a form and substance acceptable to Lender.

Bond. If required by Lender, Borrower has delivered to Lender Contractor’s performance bond satisfactory to Lender naming Lender as co-obligee and labor and material payment bonds in amounts satisfactory to Lender all issued by companies acceptable to Lender.

Borrower’s Equity Funds. Borrower has (a) deposited with Lender cash funds in an amount acceptable to Lender identified to be disbursed by Lender, in a manner acceptable to Lender in its sole discretion, for items acceptable to Lender associated with the acquisition of the Property, development of the Property, or construction of the Project, and/or (b) paid for items identified by or acceptable to Lender associated with the acquisition of the Property, development of the Property, or construction of the Project (collectively “Borrower’s Equity Funds”). Prior to the disbursement of any Loan proceeds, all of Borrower’s Equity Funds to be deposited with Lender under (a) of this provision shall have been disbursed by Lender for items associated with the acquisition of the Property, development of the Property, or construction of the Project, and

Borrower shall have delivered to Lender a certified copy of all documents and agreements relating to Borrower's payment of all of Borrower's Equity Funds to be paid under (b) of this provision.

Appraisal. Lender has received and approved the appraisal of the Property and Project. The Appraisal shall be prepared by a Certified General appraiser satisfactory to Lender.

Environmental Report. Borrower has delivered to Lender the Environmental Report satisfactory to Lender, evidencing that there is no Hazardous Material on the Property and certifying that the construction of the planned Project will not be negatively affected by any environmental regulations or ordinances of any municipal or state agency or board.

Recording and Filing of Loan Documents. All of the Loan Documents which require filing or recording have been properly filed and recorded so that all of the liens and security interests granted to Lender in connection with the Loan will be properly created and perfected and be first priority liens on the Collateral.

First Lien on Collateral. The Deed of Trust and other applicable Loan Documents shall constitute and create a valid first lien upon the Collateral, free of any prior mechanic's liens or materialmen's liens or special assessments for work completed or under construction on or before the Closing Date, subject only to the Permitted Encumbrances.

Delivery of Certificates. Borrower has delivered to Lender the fully executed Contractor's Certificate and the Architect's Certificate.

CONSTRUCTION DRAW REQUIREMENTS

Interest Reserve. Lender shall determine monthly the amount of accrued interest on the Bonds, and shall disburse to Lender from the Loan Proceeds an amount equal to such accrued interest to the extent that the undisbursed portion of such proceeds is so allocated and sufficient to pay the same (the "Interest Reserve"); provided, however, that Lender may in Lender's sole discretion refuse to disburse such interest at such time and so long as (a) an Event of Default has occurred; or (b) Lender determines in Lender's sole and reasonable discretion that there are not sufficient funds remaining from the proceeds of the Loan to enable Borrower to complete the construction of the Project in accordance with the Plans. If Lender elects not to disburse interest for any reason described herein, Lender shall so notify Borrower and thereupon Borrower shall be obligated to pay such interest to Lender without the use of the Loan proceeds, in the manner and at the times provided in the Bonds and herein. In the event that the amount of Loan proceeds reserved for the payment of interest is at any time deemed insufficient by Lender to satisfy the interest repayment obligation, upon written request of Lender, Borrower shall

replenish the Interest Reserve from Borrower's own funds in an amount reasonably demanded by Lender.

Disbursement of Loan Proceeds and Adjustment and Collapse of Interest Reserve. Borrower will receive and hold each disbursement of Loan Proceeds in trust for payment of only those line items under the Budget for which the disbursement is made and intended (as reflected by the Budget and the written application for disbursements submitted by Borrower for the disbursement); the funds disbursed by Lender under the Loan will not be utilized by Borrower for any other purpose. Upon completion of the Project and the payment in full of all costs in connection therewith, any undisbursed Loan proceeds intended for the construction of the Project may be allocated by Lender in its sole discretion to the Interest Reserve or to such other line item of the Budget as Lender may approve. Once Lender has disbursed funds from the Interest Reserve in the amount allocated under the Budget, all future payments of accrued interest must be paid by Borrower from Borrower's own funds

Construction. (a) The Property is zoned and generally planned so as to permit the construction, ownership, operation, and use of the Property for the planned Project under applicable zoning codes and regulations; (b) Without any additional cost or expense other than provided in the Budget, there is or there will be available at and to the Property all utility services which will be intended to be connected or used in connection with the planned Project on the Property including, but not limited to, water, gas, electric, telephone, storm drainage, and sanitation disposal facilities, and there is adequate frontage of the Property upon a public street; (c) The Plans are in conformity with all zoning, construction, safety ordinances, and other applicable regulations of the county or municipality in which the Property is located; (d) The permits for the construction of the Project (the "Permits") have been duly and validly issued and incorporate approval of the use of the Property for the planned Project under applicable zoning codes and regulations; (e) The construction of the planned Project will not be negatively affected by any environmental regulations or ordinances of any municipal or state agency or board, no environmental impact statement is required by any federal, state or municipal laws or regulations, and all local authorities having jurisdiction over the Property have approved plans for sewerage and water to serve the Property; (f) There is adequate sewerage capacity available to serve the Property and the planned Project thereon; (g) The Plans are adequate to complete the construction of the Project; and (h) The Plans incorporate any recommendations of any soils engineer.

CONDITIONS PRECEDENT TO SUBSEQUENT DISBURSEMENTS

Lender's obligation to make any subsequent disbursements after the first disbursement shall be subject to Borrower's continued satisfaction of the conditions precedent set forth in Section 2.6 and to the satisfaction of the following conditions:

Loan Current. No Event of Default has occurred and no other default has occurred under any other note or deed of trust executed by Borrower and payable to

Lender, and no event has occurred and no conditions exist which, with the passage of time or giving of notice, or both, would constitute an Event of Default or a default under any other note or deed of trust executed by Borrower and payable to Lender.

Representations and Warranties. All representations and warranties of Borrower, Architect, and Contractor in the Loan Documents are accurate in all respects.

First Lien. Lender shall continue to have a valid first lien upon the Collateral, including the Property and the Project, for the full amount of the Loan, subject only to the Permitted Encumbrances.

Materials. All materials and fixtures incorporated in or forming a part of the Project have been purchased so that the absolute ownership of such materials and fixtures shall become vested in Borrower immediately upon delivery thereof to the Property.

Contractors and Subcontractors. If requested by Lender, Borrower has delivered to Lender a then current list of each contractor, subcontractor and supplier providing labor, performing services or furnishing materials in connection with the design or construction of the Project.

Cost to Complete. Borrower has delivered to Lender a written estimate by Borrower of the cost of construction previously incurred and an estimate of the cost of completing the construction of the Project. Lender may require such additional certifications of “cost to complete” as Lender may deem necessary.

Damage. Neither the Project nor any other part of the Property has been materially injured or damaged by any casualty or condemned or threatened with condemnation, or in the event of such damage or condemnation, Lender has received insurance or condemnation proceeds sufficient in the judgment of Lender to effect the satisfactory restoration of the Project or any other affected part of the Property and to permit the completion of the Project as scheduled, unless such completion date has been previously extended by Lender.

Quality of Construction. Lender has determined, to Lender’s satisfaction, that all work performed was completed in a good and workmanlike manner and in compliance with the Plans and the Budget, and that the Project previously completed are of a value not less than the amount previously disbursed plus the amount requested. In order to make such determination, Lender may, at Lender’s option, have the Property and the Project inspected by Lender’s inspector (“Lender’s Inspector”) who shall certify to Lender as to the status of the construction of the Project and the quality of such construction. All fees charged with respect to such inspections shall be paid by Borrower.

No Mechanic’s Liens. Borrower has delivered to Lender evidence satisfactory to Lender that neither Borrower nor any of Borrower’s agents has been served with, or threatened, either orally or in writing, with any notice that a lien may be claimed for any

amounts unpaid for labor performed, services rendered or materials furnished by any person, firm or corporation furnishing materials, providing services or performing labor of any kind in the design or construction of the Project.

Lien Waiver. If all the Loan proceeds then disbursed have not been paid directly to the contractors, subcontractors, persons, firms, or corporations furnishing materials, providing services or performing labor for the construction of the Project, Borrower has delivered to Lender satisfactory mechanic's lien waivers, conditional, unconditional and/or final, all as Lender may determine, in Lender's sole discretion, and receipts showing payment to the Contractor, with respect to the then requested disbursement and all prior disbursements, and all other contractors, subcontractors, persons, firms, or corporations furnishing materials, providing services or performing labor for the construction of the Project with respect to all prior disbursements.

Insurance. For all insurance policies required by the Loan Documents, Borrower has delivered to Lender original certificates of insurance, in a form satisfactory to Lender, copies of all insurance policies.

Plans. Borrower has delivered to Lender a set of Plans acceptable to Lender and Lender's Inspector which have been prepared by the Architect. The Plans shall be signed by Borrower, the Contractor, and the Architect. The Plans shall be marked approved by the appropriate governmental authorities or other evidence satisfactory to Lender shall be delivered to Lender reflecting the approval by the appropriate governmental authorities of the Plans. Except as otherwise provided in this Agreement, no changes to the Plans shall be made without the prior written approval of Lender.

Permits. Borrower has delivered to Lender either copies of all Permits required for the construction of the Project or evidence satisfactory to Lender that the city/county wherein the Property is located and all other applicable regulatory entities are prepared to issue the Permits upon payment by Borrower of the fees required to be paid for the issuance of the Permits which fees shall be paid from the proceeds of the first or subsequent disbursement of the proceeds of the Loan as needs be for vertical construction.

Zoning. Borrower has delivered to Lender evidence satisfactory to Lender that the Project is not being constructed in violation of any covenants, restrictions, building code requirements, zoning ordinances or any other law, ordinance, regulation, rule or requirement of any governmental authority having jurisdiction over the Property or the construction of the Project. In the event that any disbursement is requested with respect to the construction of a structure on which no prior construction has been performed, Borrower shall also deliver to Lender evidence satisfactory to Lender that all necessary Permits required with respect to the construction of the Project have been duly issued to Borrower.

DISBURSEMENT OF LOAN PROCEEDS

The Loan proceeds shall be disbursed by Lender from time to time subject to and in accordance with the following provisions:

First Disbursement. Subject to Borrower's satisfaction of the conditions precedent to the first disbursement of the proceeds of the Loan as set forth in Section 2.2 of this Agreement, Lender shall, on the Closing Date, disburse from the proceeds of the Loan, a sufficient amount to pay the Costs of Issuance.

Additional Disbursements.

Application for Additional Disbursements. After the first disbursement and subsequent to Borrower's continued satisfaction of the conditions to subsequent disbursement set forth above, Borrower shall submit, not more often than once each month or however more often as Lender shall approve, in Lender's sole discretion, an application for disbursements (the "Application for Disbursement") for costs incurred, work performed or materials purchased in connection with the acquisition of the Project installed on the Property, for which a disbursement has not been previously made by Lender, together with an invoice summary and American Institute of Architects Pay Request Form for which payment is requested, and a release of or waiver of all liens and other rights with respect to such costs, work or materials as may be required by Lender pursuant to this Exhibit F.

Supporting Documents. At Lender's option, Borrower shall submit with the foregoing Application for Disbursements all lien releases as required by this Agreement, a report of Lender's Inspector certifying that the work has been performed in conformity with the Plans and the requirements of all applicable governmental authorities, and an ALTA Form Date Down Endorsement to the Title Policy insuring that there are no liens, encumbrances, or other exceptions to title affecting the Property, except the Permitted Encumbrances. Borrower shall deliver all other supporting documents or certificates that are required pursuant to the terms of this Agreement or may reasonably be required by Lender, including, but not limited to, copies of invoices, requests for payments from subcontractors and other satisfactory evidence as to the claims for work, labor, and materials incorporated into the Project, all as provided in this Agreement.

Lien Waiver Procedures. For each Application for Disbursements submitted by Borrower in connection with the Loan, Borrower, acting through its licensed general contractor retained to construct the Project (for purposes of this Exhibit "General Contractor"), must obtain fully executed lien waivers from all applicable contractors, subcontractors, material suppliers, and other potential lien claimants performing work or supplying materials for the Project. After the first disbursement request, lien waivers shall be obtained by the General Contractor from and signed by each potential lien claimant paid under the prior disbursement request, one-disbursement in arrears, or thirty (30) days in arrears, as the case may be, to confirm to Lender such

claimant's actual receipt of payment under the prior disbursement. Attached as an exhibit to the Assignment of Agreements, Permits, Licenses and Approvals, and which is incorporated herein by this reference, is the required lien waiver form to be submitted to Lender in connection with all disbursement requests for the Loan (the "Lien Waivers"). The Lien Waivers must at all times comply with the laws of the state in which the Project is located and be in form and content acceptable to Lender in its sole discretion. It is the sole and exclusive responsibility of Borrower and General Contractor to obtain the required Lien Waivers to Lender's satisfaction.

In its sole discretion, Lender may fund any disbursement request without requiring the submission of Lien Waivers; moreover, the payment of any disbursement request by Lender shall not imply that Lien Waivers were obtained by Lender. It is not Lender's general practice to require the submission of Lien Waivers with every disbursement request. However, General Contractor must obtain on Borrower's behalf Lien Waivers for every disbursement request processed with Lender. General Contractor is required to hold at all times a signed Lien Waiver from every potential lien claimant paid in connection with its work and/or materials on the Project, so that Lien Waivers are always available for submission to and review by Lender. Lender may, in its sole discretion, request Lien Waivers from Borrower periodically for review, and or condition the funding of any or all disbursement requests on the submission of Lien Waivers as part of each disbursement procedure. Lender may, in its sole discretion, refuse to fund any disbursement request or partial disbursement request for which the Lien Waivers have not been properly prepared and executed, and upon request submitted for inspection and review.

The Lien Waivers submitted to Lender are for Lender's sole information, use, reliance, and benefit. No other person or entity is authorized to use or rely on the Lien Waivers for any purpose whatsoever. It is the duty of Borrower to ensure the proper preparation, completeness and submission of the Lien Waivers to Lender. Borrower is solely responsible for the preparation, completeness, securing, and or administration of all Lien Waivers obtained for and submitted to Lender together with any other information or documents required for Borrower's use and benefit; none of the foregoing are the obligation, responsibility, or duty of Lender nor are they covered by Lender's loan fee, other fees, or procedures. Lender has no liability whatsoever for the collection, validity, completeness, or satisfaction of any Lien Waivers submitted to Lender nor for any other information or document. All lien waivers, including the Lien Waivers, are the sole responsibility of Borrower as to their preparation, collection, and submission to Lender. It is also Borrower's duty to obtain the Lien Waivers for any uses intended by Borrower. Should Borrower need lien waivers, including the Lien Waivers, or any other documents for Borrower's own use or benefit, or should Borrower want to confirm that General Contractor has obtained proper and complete Lien Waivers, Borrower shall include all such requirements in its contract with General Contractor and may not look to Lender for such processes or procedures. Borrower acknowledges and is hereby put on notice that Lender is not the agent or representative of Borrower nor acting on Borrower's behalf in connection with the Lien Waivers.

Disbursement. Within fifteen (15) full working days after the receipt of an Application for Disbursements and all of the documents reasonably requested by Lender, and upon determination by Lender and Lender's Inspector, that (a) all work scheduled to be done at the stage of construction attained when the disbursement is requested has been completed in a good and workmanlike manner and in accordance with the Plans; (b) all materials, supplies, chattels, and fixtures scheduled to be delivered and installed at such stage of construction have been so delivered and have either been installed or are being stored on the Property awaiting installation and are adequately insured to Lender's satisfaction against casualty loss and theft; and (c) all other conditions to the disbursement set forth in this Agreement have been fulfilled as determined by Lender, Lender shall disburse to Borrower and/or Contractor and/or the applicable materialmen, laborers and/or subcontractors an amount equal the amount requested in such Application for Disbursements as has been approved by Lender, or, if Borrower is entitled to withhold or retain any amounts pursuant to the Construction Contract, then Lender shall withhold such amounts from the amount to be disbursed. Disbursement checks will contain lien release provisions in Lender's prescribed form, and must be endorsed personally by the payee, provided that as a further condition of any disbursement, Lender may require separate lien releases satisfactory to Lender to be executed and submitted covering the sums to be disbursed and any prior disbursements. In no event shall Lender be liable to Borrower for discounts lost by reason of its failure to disburse Loan proceeds within the time prescribed herein.

Limitations on Disbursements.

Disbursements for Construction Costs. Except as otherwise provided in this Agreement, disbursements of the Loan proceeds shall be made on the basis of the percentage of the Project completed and the value of work in place as determined by Lender, in Lender's sole discretion. Lender shall have no obligation to make disbursements for the cost of materials not permanently in place, unless all materials, supplies or chattels that are stored on the Property awaiting installation are either adequately insured to Lender's satisfaction against casualty or other losses or Borrower to Lender's satisfaction is bonded with respect to the same, and Lender is satisfied that its security interest in such materials, supplies or chattels is duly perfected and in a first and prior position.

Projected Construction Draw Schedule. Disbursements of Loan Proceeds are to be made pursuant to all of the provisions of this Agreement and in accordance with the Budget. Borrower agrees that the sums budgeted for each item will be expended for those items only and Borrower will not deviate from the Budget without the prior written approval of Lender. Any request for an advance varying in amount by an amount equal to ten percent (10%) or more of the amount called for by the Budget shall require a written statement from Borrower to Lender citing the reasons for, and any supporting evidence in connection with, the variance. The written statement shall be subject to Lender's approval. Lender, at its option, may also require Borrower to submit an updated Budget, as a condition to any further advances, any time the amount of the aggregate

variances equals or exceeds ten percent (10%) of the total projected construction draw amount.

Lender's Inspector Approval. Each such advance shall be made only upon written approval by Lender's Inspector, who will certify to Lender in writing as to the status of construction and the sum approved for advance. Borrower shall bear all costs and expenses incurred in connection with any inspections and certifications required herein.

Completed Project. If a request for an advance involves a completed improvement, such request shall be accompanied by evidence satisfactory to Lender, which may include evidence of receipt of such unconditional certificates of completion as may be required by any public authority having jurisdiction over the Project, as well as the certification of the Architect or Borrower, and Lender's Inspector, that the improvements fully comply with all requirements, standards, and procedures for the issuance of a final certificate of completion by the Architect to the effect that all work called for by the Plans has been satisfactorily completed.

Final Disbursement. Of the Loan Proceeds which are approved for disbursement by Lender, disbursement of the amounts equal to be retained by or from the Contractor in accordance with the Construction Contract until completion of the Project, shall be withheld by Lender until the final disbursement. The final disbursement shall only be made when all of the conditions of this paragraph have been fully satisfied. The final disbursement hereunder shall not be made before the following conditions have been fully satisfied: (a) completion of the Project in all respects, in accordance with the Plans and to the satisfaction of Lender, and the certification of Lender's Inspector and the Architect certifying the same; (b) delivery to Lender of evidence satisfactory to Lender that all Project costs, including construction and "soft" costs, have been or will be paid; (c) delivery to Lender of evidence satisfactory to Lender that the Project have been inspected and approved in all respects as required by the municipality or county in which the Property is located, specifically including delivery to Lender of an unconditional certificate of occupancy issued by the proper public authority as to all improvements; (d) delivery to Lender of mechanic's lien waivers satisfactory to Lender showing payment in full to all contractors, subcontractors, persons, firms or corporations furnishing materials or performing labor or service for the construction of the improvements; (e) if required by Lender, delivery to Lender of evidence that all requisite licenses and approvals that may be required so as to permit the use and operation of the Property for the intended purposes and any necessary or incidental uses have been issued, which evidence may, at Lender's option, be in the form of an engineer's certificate certifying the same; and (f) completion of the Project in all respects to the satisfaction of any and all tenants and acceptance of the Project by any and all tenants.

Cessation of Disbursement.

Failure to Comply with Loan Documents. In addition to any other rights and remedies available to Lender, Lender shall not be obligated to disburse any of the Loan Proceeds, unless Lender, in Lender's sole discretion, elects to do so, if (a) at any time there has been filed a mechanic's lien or materialmen's lien against the Property which the Title Company will not insure against or for which a bond reasonably satisfactory to Lender has not been provided to protect Lender's interest in the Collateral, (b) Borrower fails to comply with any of the other terms, conditions and provisions of this Agreement or those in any of the other Loan Documents, (c) Lender determines, in Lender's sole discretion, that the work performed or materials furnished does not justify the disbursement requested, or if Lender determines that the work done up to that particular stage of construction has not been completed in a timely, good and workmanlike manner, (d) a petition in bankruptcy is filed against Borrower, a petition in bankruptcy is filed by Borrower or a receiver or trustee of the property of Borrower is appointed, or if Borrower files a petition for reorganization under any of the provisions of the Bankruptcy Code or any law, State or Federal, or makes an assignment for the benefit of creditors or is adjudged insolvent by any State or Federal Court of competent jurisdiction, or (e) an Event of Default has occurred or Borrower is in default under any other loan executed by Borrower and payable to Lender.

Insufficient Funds. If Lender determines that there are insufficient funds remaining from the proceeds of the Loan to enable Borrower to complete the construction of the Project in accordance with the Plans, to pay the costs and other expenses referred to in this Agreement, and to pay the interest payments projected for the remainder of the term of the Loan, as estimated by Lender, then Lender may refuse to make any further disbursements until Borrower shall have deposited with Lender such amounts as may be requested to enable Borrower to complete the construction of the Project and to pay the interest and the additional items.

Disbursements after an Event of Default. Notwithstanding anything to the contrary in any of the Loan Documents, Lender may, in Lender's sole discretion, but without any obligation, make disbursements of Loan proceeds notwithstanding the occurrence of an Event of Default under the Loan Documents and any disbursement so made shall be deemed to have been made pursuant and subject to this Agreement.

Retention of Proceeds. Lender shall have the right to retain at all times a sufficient amount of the Loan Proceeds as determined, in Lender's sole discretion, to cover Lender's estimate of the cost of completing the construction of the Project.

Payments to Lender. Lender may disburse to Lender from the Loan Proceeds any sum payable to Lender by Borrower on account of recording costs, title insurance costs, loan fees, attorneys' fees, interest, loan extension fees, insurance, and taxes during construction; provided however, that Borrower may pay any of such items, and upon delivering receipts evidencing such payments, shall be entitled to reimbursement from the Loan Proceeds if there are also sufficient funds to complete the

construction of the Project. If Lender requests Borrower to pay Lender in monthly installments an amount equal to one-twelfth of the annual taxes and impositions on the Project as reasonably estimated by Lender, Lender may pay such taxes and impositions as may be due out of the funds so deposited with Lender.

EXHIBIT G

ASSIGNMENT OF AGREEMENTS, PERMITS, LICENSES AND APPROVALS

(See Transcript Document No. 12)

BOND PURCHASE AGREEMENT

\$ _____

Summit County, Utah
Industrial Facilities and Development Revenue Bonds
(Utah Olympic Legacy Foundation)
Series 2018

_____, 2018

Utah Olympic Legacy Foundation

Summit County, Utah
60 N. Main St.
P.O. Box 128
Coalville, Utah 84017

Ladies and Gentlemen:

The undersigned, ZB, N.A. (the "Purchaser"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement"), dated as of the date above, with Summit County, Utah (the "Issuer"), as approved and agreed to by Utah Olympic Legacy Foundation, a Utah nonprofit corporation (the "Borrower"), for the purchase by the Purchaser of the Series 2018 Bonds described below. This offer is made subject to acceptance by the Issuer and agreement by the Borrower at or prior to 4:00 P.M., Mountain time, on _____, 2018, and upon such acceptance this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Borrower and the Purchaser. If not so accepted, this Bond Purchase Agreement will be subject to withdrawal by the Purchaser upon notice delivered by the Purchaser to the Issuer and the Borrower at any time prior to the acceptance hereof by the Issuer and the Borrower.

1. Purchase and Sale.

Subject to the satisfaction by the Issuer and the Borrower of the terms and conditions set forth in this Bond Purchase Agreement, subject also to the conditions precedent set forth in this Bond Purchase Agreement, and in reliance upon the representations herein set forth or incorporated by reference, the Issuer hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Issuer, upon the terms and conditions set forth herein, the Issuer's Industrial Facilities and Development Revenue Bonds (Utah Olympic Legacy Foundation) Series 2018 (the "Series 2018 Bonds"), in the original aggregate principal amount of \$ _____. The Series 2018 Bonds are more fully described in Schedule I hereto and the Loan Agreement hereinafter mentioned. The proceeds of the Series 2018 Bonds will be loaned by the

Issuer to the Borrower pursuant to a Loan Agreement, dated as of _____ 1, 2018 (the “Loan Agreement”). Proceeds derived from the sale of the Series 2018 Bonds will be used by the Borrower for the purposes of (i) financing the costs of (1) the construction, equipping and furnishing of athlete housing and a lip line tour at the Utah Olympic Park in Summit County, Utah and all related improvements and (2) skating oval improvements at the Kearns Athlete Training and Event Center located in Salt Lake County, Utah and all related improvements and (ii) paying a portion of the costs of issuance of the Series 2018 Bonds. The item mentioned in (i) of the preceding sentence is referred to in this Bond Purchase Agreement as the “Project.” The expenses of selling the Series 2018 Bonds shall be paid as provided in Section 5 hereof. The Series 2018 Bonds shall be issued and secured pursuant to the resolutions of the governing body of the Issuer adopted on March 7, 2018 and August 8, 2018 (collectively, the “Resolution”) approving the Series 2018 Bonds, the Loan Agreement, this Bond Purchase Agreement and certain related instruments.

The Series 2018 Bonds will be issued by the Issuer pursuant to the terms of (i) the Resolution and (ii) a Loan Agreement, dated as of _____ 1, 2018 (the “Loan Agreement”), between the Issuer, the Borrower, and the ZB, N.A., dba Zions First National Bank, as lender. The Series 2018 Bonds will be secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing, dated as of _____ 1, 2018 (the “Deed of Trust”), by the Borrower for the benefit of the Issuer. Terms not defined herein shall have the meaning given thereto in the Loan Agreement.

It is understood and agreed that the Series 2018 Bonds and the interest thereon are special, limited obligations of the Issuer payable solely from revenues provided by the Borrower, or amounts paid by the Borrower pursuant to the Loan Agreement shall never constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory provision and do not give rise to a general or moral obligation of the Issuer, the State, or any of its political subdivisions, and do not constitute a charge against the Issuer’s general credit or the State’s general credit or taxing powers.

The Purchaser’s purchase price for the Series 2018 Bonds is \$_____ (the principal amount thereof).

2. Representations.

(a) To the knowledge of the Issuer, the Issuer represents to and agrees with the Purchaser as follows:

(i) The Issuer is a political subdivision and body politic duly of the State of Utah (the “State”).

(ii) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Series 2018 Bonds, the Loan Agreement and the adoption of the Resolution, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or

instrument to which the Issuer is a party or any existing law, administrative regulation, court order or consent decree to which the Issuer is subject.

(iii) No litigation is pending or threatened against the Issuer, to the knowledge of the Issuer, (A) seeking to restrain or enjoin the issuance or delivery of any of the Series 2018 Bonds or the application of proceeds of the Series 2018 Bonds or the collection of revenues or other security pledged under the Loan Agreement or the Resolution, (B) in any way contesting or affecting any authority for the issuance of the Series 2018 Bonds or the validity of the Series 2018 Bonds, the Loan Agreement, the Resolution or this Bond Purchase Agreement, or (C) in any way contesting the existence or powers of the Issuer.

(b) The Borrower represents to and agrees with the Purchaser as follows:

(i) The written and verbal statements made by the Borrower concerning the Borrower, the Project (including sources and uses of funds), the Borrower's participation in the transactions contemplated by (a) the Loan Agreement, (b) this Bond Purchase Agreement, and (c) the Deed of Trust (collectively, the "Borrower Documents") are true and correct and all such statements and information set forth concerning the Borrower, the Facilities, the Project (including sources and uses of funds) and the Borrower's participation in the transactions contemplated by the Borrower Documents as of Closing will be true and correct in all material respects.

(ii) The Borrower is duly organized and existing as a nonprofit corporation under the laws of the State and the Borrower has full legal right, power and authority to enter into the Borrower Documents, and to carry out and consummate all transactions contemplated by such documents.

(iii) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Borrower Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, does not and will not, to the Borrower's knowledge, conflict with or constitute on the part of the Borrower a breach of or default under any other agreement or instrument to which the Borrower is a party or to the Borrower's knowledge, any existing law, administrative regulation, court order or consent decree to which the Borrower is subject.

(iv) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder and under the other Borrower Documents have been obtained or, if not, will be obtained at the time of or prior to the Closing.

(v) This Bond Purchase Agreement does, and the other Borrower Documents, when each of them has been executed and delivered by the Borrower, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the Borrower, enforceable in accordance with its

terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vi) To the knowledge of the Borrower, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Series 2018 Bonds or the application of proceeds of the Series 2018 Bonds as provided in the Loan Agreement, (B) in any way contesting or affecting any authority for the issuance of the Series 2018 Bonds or the validity of the Series 2018 Bonds, or any other Borrower Documents, or (C) in any way affecting, in a material adverse manner, the property of the Borrower or contesting the existence or powers of the Borrower.

(vii) The Borrower has not been in default as to principal or interest with respect to any obligation issued by or guaranteed by the Borrower or with respect to which the Borrower is an obligor.

(viii) The Borrower is, and has received a Determination Letter classifying the Borrower as, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which is exempt from federal income taxation under Section 501(a) of the Code.

(c) The Purchaser represents to and agrees with the Issuer as follows:

(i) The Series 2018 Bonds to be sold to the Purchaser pursuant to this Bond Purchase Agreement shall be in minimum denominations of \$100,000 or any whole dollar amount in excess thereof (each an "Authorized Denomination").

(ii) The Purchaser may assign the Series 2018 Bonds only as provided in the Loan Agreement.

3. Closing. At or before 11:00 A.M. Mountain time, on _____, 2018 or such later date as we mutually agree upon (the "Closing"), the Issuer will deliver or cause to be delivered to us, at the offices of Gilmore & Bell, P.C., Salt Lake City, Utah ("Bond Counsel"), or at such other place as we may mutually agree upon, the Series 2018 Bonds in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered at the offices of Bond Counsel, and the Purchaser will accept such delivery and cause the purchase price thereof to be paid in federal funds payable to the order of the Issuer or the order of such person as the Issuer shall direct and such funds shall be available to the Issuer on the date of Closing.

The Series 2018 Bonds will be delivered as fully registered bonds in Authorized Denominations and registered in the name of the Purchaser. The Issuer will deposit with the Trustee, as agent for the Purchaser, any or all of the Series 2018 Bonds, registered in such name or names as the Purchaser may request.

Simultaneously with the delivery of the Series 2018 Bonds, the Issuer shall cause to be delivered to the Purchaser opinions of Bond Counsel to the Issuer dated the date of Closing as provided in Section 4(d)(i) below.

4. Conditions Precedent. The Purchaser has entered into this Bond Purchase Agreement in reliance upon (i) the representations, warranties and agreements of the Issuer contained in this Bond Purchase Agreement and in the Loan Agreement and the Resolution; (ii) the representations, warranties and agreements of the Borrower contained in this Bond Purchase Agreement and in the other Borrower Documents; and (iii) the performance by the Issuer and the Borrower of their obligations under this Bond Purchase Agreement, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. The Purchaser's obligation under this Bond Purchase Agreement is and shall be subject to the following further conditions:

(a) The representations and warranties of the Issuer and the Borrower contained herein shall be true, complete and correct on the date of acceptance hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Resolution, the Loan Agreement and the Deed of Trust, shall be in full force and effect, shall each be in form and substance acceptable to the Purchaser in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchaser; the Issuer shall have duly adopted and there shall be in full force and effect such resolutions, and entered into such agreements, as, in the opinion of Bond Counsel to the Issuer, shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Series 2018 Bonds.

(c) The Purchaser may terminate this Bond Purchase Agreement by notification in writing or by telegram to the Issuer and the Borrower if at any time subsequent to the date hereof and at or prior to the Closing there shall be any: (a) material adverse change in the financial condition or general affairs of the Issuer or the Borrower; (b) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Series 2018 Bonds or the interest thereon or the contemplated transaction; or (c) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Series 2018 Bonds.

(d) At or prior to the Closing, the Purchaser shall have received the following documents (in each case with such changes as the Purchaser shall approve):

(i) The unqualified approving opinion of Bond Counsel, dated the date of the Closing, in form acceptable in all respects to the Purchaser, in substantially the form attached hereto as Exhibit A;

(ii) The opinion of _____, Counsel to the Borrower, dated the date of Closing and addressed to the Issuer, the Trustee, Bond Counsel and the Purchaser, in substantially the form attached hereto as Exhibit B;

(iii) The opinion of the Summit County Attorney's Office, counsel to the Issuer, dated the date of the Closing and addressed to the Purchaser, in substantially the forms attached hereto as Exhibit C;

(iv) A certificate of the Issuer, signed by the Chair and Clerk of the Issuer, dated the date of the Closing, to the effect that (a) the representations, warranties and agreements of the Issuer contained herein and in the Resolution and the Loan Agreement are true and correct in all material respects as of the date of the Closing and (b) no litigation is pending or threatened against the Issuer, to the knowledge of the Issuer, (i) seeking to restrain or enjoin the issuance or delivery of any of the Series 2018 Bonds or the collection of revenues or other security pledged under the Loan Agreement or the Resolution, (ii) in any way contesting or affecting any authority for the issuance of the Series 2018 Bonds or the validity of the Series 2018 Bonds, the Resolution, the Loan Agreement, or this Bond Purchase Agreement, or (iii) in any way contesting the existence or powers of the Issuer;

(v) A certificate of the Borrower, signed by an authorized officer or authorized officers of the Borrower, dated the date of the Closing, to the effect that (a) the representations, warranties and agreements of the Borrower contained herein and in the Borrower Documents are true and correct in all material respects as of the date of the Closing; (b) to the knowledge of the Borrower, no litigation is pending or threatened, (i) seeking to restrain or enjoin the issuance or delivery of any of the Series 2018 Bonds or the collection of revenues or other security pledged under the Loan Agreement, (ii) in any way contesting or affecting any authority for the issuance of the Series 2018 Bonds or the validity of the Series 2018 Bonds, the Resolution or any of the Borrower Documents, or (iii) in any way contesting the existence or powers of the Borrower; (c) all resolutions and other actions required to be approved or taken by or on behalf of the Board of Directors or authorized officers of the Borrower, as appropriate, authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement, the execution of or approving of the respective forms of, as the case may be, this Bond Purchase Agreement, the Borrower Documents and the Series 2018 Bonds have been duly approved by the Borrower, are in full force and effect and have not been modified, amended or repealed; (d) the Borrower has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to own and operate its facilities; and (e) the Borrower is a nonprofit corporation organized and validly existing under the laws of the State with full power and authority to own its properties and conduct its business;

(vi) Certified copies of the Borrower's resolutions or comparable actions of its Board of Trustees authorizing the execution and delivery of the Borrower Documents;

(vii) A title insurance policy, or commitment therefor, in a form satisfactory to the Purchaser;

(viii) An execution copy or other copy, certified to the Purchaser's satisfaction as true and correct, of each of the following items: the Borrower Documents, the Resolution, the policy of title insurance referred to in clause (vii) of this paragraph, the Borrower's articles of incorporation, bylaws, and certificate of good standing in the State;

(ix) Receipt of Certificates of Insurance acceptable to the Purchaser demonstrating that the Borrower has obtained the insurance policies required by the terms of the Loan Agreement; and

(x) Such additional legal opinions, certificates, proceedings, agreements, instruments and other documents as the Purchaser, Purchaser's Counsel, if any, or Bond Counsel to the Issuer may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Purchaser may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Series 2018 Bonds.

If the Issuer or the Borrower shall be unable for any reason to satisfy the conditions of the Purchaser's obligations contained in this Bond Purchase Agreement or if the Purchaser's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Purchaser, the Issuer nor the Borrower shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer, the Borrower and the Purchaser set forth in Section 5 hereof shall continue in full force and effect.

5. Payment of Expenses.

(a) Upon and subject to the issuance, sale and delivery of the Series 2018 Bonds by the Issuer, the Borrower agrees to pay either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Series 2018 Bonds, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Series 2018 Bonds, the terms of which have all been previously agreed to and specified in separate agreements, including, without limitation, (i) fees and expenses of the Purchaser, (ii) the fees and disbursements of Bond Counsel, (iii) the fees and disbursements of the Borrower's counsel, (iv) the fees and disbursements of the Issuer, Issuer's Counsel and the Trustee, (v) the fees and disbursements of Purchaser's Counsel, if any, (vi) the fees and expense of the Borrower's financial advisor, (vii) the expenses and costs for the printing and distribution of the Series 2018 Bonds, (viii) the expenses and costs for photocopying the Resolution, the Borrower Documents and all other agreements and documents contemplated hereby, and (ix) the various other expenses and costs of Closing.

(b) If the Series 2018 Bonds are not issued and delivered by the Issuer to the Purchaser, as a result of the failure by the Borrower to perform any of their obligations under this Bond Purchase Agreement (other than a failure of the Purchaser to comply with its obligation set forth in Section 1 hereof, if such obligation is not otherwise excused or terminated as provided herein) or as a result of the Borrower failing to reach agreement with the Purchaser as to the terms and conditions of the transactions and documents contemplated hereby, the Borrower agrees that it shall pay all expenses set forth in this Section 5. In no event will the Issuer be obligated to pay any fees, costs or expenses relating to the issuance, sale and delivery of the Series 2018 Bonds.

6. Notices. Any notice or other communication to be given to the Issuer or the Borrower under this Bond Purchase Agreement may be given by delivering the same in writing to the addresses set forth above, and any such notice or other communication to be given to the Purchaser may be given by delivering the same in writing to the Purchaser.

7. Benefit. This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Borrower and the Purchaser (including its successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

8. Approval. The approval of the Purchaser when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to you.

9. Governing Law; Counterparts. This Bond Purchase Agreement shall be governed by the laws of the State and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Execution and delivery of this Bond Purchase Agreement or any other documents pursuant to this Bond Purchase Agreement by facsimile or other electronic means shall be deemed to be, and shall have the same legal effect as, execution by an original signature and delivery in person.

Sincerely,

ZB, N.A., as Purchaser herein specified

By: _____

Its: _____

(Signature Page to Utah Olympic Legacy Foundation Bond Purchase Agreement)

ACCEPTED ON BEHALF OF:

UTAH OLYMPIC LEGACY FOUNDATION

(Signature Page to Utah Olympic Legacy Foundation Bond Purchase Agreement)

ACCEPTED ON BEHALF OF:

SUMMIT COUNTY, UTAH

Chair

(Signature Page to Utah Olympic Legacy Foundation Bond Purchase Agreement)

SCHEDULE I

\$ _____
SUMMIT COUNTY, UTAH
INDUSTRIAL FACILITIES AND DEVELOPMENT REVENUE BONDS
(UTAH OLYMPIC LEGACY FOUNDATION)
SERIES 2018

Dated: _____, 2018

Maturity Date and Schedule of Series 2018 Term Bonds

\$ _____ Term Bonds at ____ % Due _____, 2033 at a price of 100%

Redemption of Series 2018 Bonds

The Series 2018 Bonds are subject to prepayment as set forth in the Loan Agreement.

EXHIBIT A

Form of Bond Counsel Opinion

_____, 2018

Summit County, Utah
60 N. Main St.
P.O. Box 128
Coalville, Utah 84017

ZB, N.A.

Re: \$_____ Summit County, Utah Industrial Facilities and Development
Revenue Bonds (Utah Olympic Legacy Foundation) Series 2018

We have acted as Bond Counsel to Summit County, Utah (the “Issuer”) in connection with the issuance of the above-captioned bond (the “Bond”). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

The Bonds are being issued pursuant to: (i) the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the “Act”); (ii) an inducement resolution adopted by the Issuer on March 7, 2018 (the “Inducement Resolution”) and an authorizing resolution adopted by the Issuer on August 8, 2018 (the “Authorizing Resolution” and together with the Inducement Resolution, the “Resolution”); and (iii) a Loan Agreement dated as of _____ 1, 2018 (the “Loan Agreement”), among the Issuer, the Utah Olympic Legacy Foundation (the “Borrower”), and ZB, N.A., dba Zions First National Bank (the “Lender”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

Regarding questions of fact material to our opinion, we have relied on representations of the Issuer and the Borrower contained in the Loan Agreement, and the Tax Compliance Agreement, and the certified proceedings and other certifications of the Issuer, the Borrower and others furnished to us, without undertaking to verify them by independent investigation. The Loan Agreement and the Tax Compliance Agreement are collectively referred to herein as the “Issuer Documents.”

We have also relied on the legal opinion of counsel to the Borrower, dated the date of this opinion, regarding certain matters, including (a) the corporate status and due organization of the Borrower, (b) the corporate power of the Borrower to enter into and perform its obligations under the Issuer Documents and (c) the due authorization, execution and delivery of the Issuer Documents by the Borrower and the binding effect and enforceability of those documents against the Borrower.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the Issuer and are a valid and legally binding special, limited obligation of the Issuer.

2. The Bonds are payable solely out of the loan payments, revenues and receipts derived by the Issuer from the Loan Agreement and other funds pledged under the Loan Agreement as security for the Bonds. The Bonds do not give rise to a general obligation or liability or indebtedness of Issuer, or the State or of any other political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of or charge against the full faith and credit or taxing powers of the Issuer, the State or of any other political subdivision of the State.

3. The Issuer Documents have been duly authorized, executed and delivered by the Issuer and are valid and legally binding agreements of the Issuer enforceable against the Issuer in accordance with the respective provisions thereof.

4. The interest on the Bonds (i) is excludable from gross income for federal income tax purposes and (ii) is an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations. The opinions set forth in this paragraph are subject to the condition that the Issuer and the Borrower comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bond in order that the interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer and the Borrower have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bond to be included in gross income of the bondholder for federal income tax purposes retroactive to the date of issuance of the Bond.

5. The interest on the Bonds is exempt from State of Utah individual income taxes.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of any offering material relating to the Bonds, (b) the perfection or priority of any property pledged as security for the Bonds, or (c) federal or State tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owner of the Bonds and the enforceability of the Bonds and the Issuer Documents may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

EXHIBIT B

Form of Opinion of Borrower's Counsel

_____, 2018

Summit County, Utah
60 N. Main St.
P.O. Box 128
Coalville, Utah 84017

U.S. Bank National Association
170 South Main Street, Suite 200
Salt Lake City, Utah 84101

Utah Olympic Legacy Foundation

Gilmore & Bell, P.C.
15 S. West Temple, Suite 1450
Salt Lake City, Utah 84101

Re: \$_____ Summit County, Utah Industrial Facilities and
Development Revenue Bonds (Utah Olympic Legacy Foundation) Series 2018

We have acted as special counsel to the Utah Olympic Legacy Foundation, a Utah nonprofit corporation, designated as a Borrower (the "Borrower"), and have acted as such in connection with the issuance and sale by Summit County, Utah (the "Issuer") on this date of \$_____ Summit County, Utah Industrial Facilities and Development Revenue Bonds (Utah Olympic Legacy Foundation) Series 2018 (the "Bonds"), pursuant to a Loan Agreement dated as of _____ 1, 2018 (the "Loan Agreement"), among the Issuer, the Utah Olympic Legacy Foundation (the "Borrower"), and ZB, N.A., dba Zions First National Bank (the "Purchaser").

The Bonds will be purchased by the Purchaser, pursuant to the terms of a Bond Purchase Agreement dated _____ 1, 2018 (the "Bond Purchase Agreement"), among the Borrower, the Purchaser and the Issuer. This opinion is being furnished pursuant to Section 4(d)(ii) of the Bond Purchase Agreement. Terms capitalized herein but not defined herein shall have the meanings assigned to them in the Loan Agreement.

The proceeds of the Bonds are being loaned by the Issuer to the Borrower to enable the Borrower to (i) finance the costs of (1) the construction, equipping and furnishing of athlete housing and a lip line tour at the Utah Olympic Park in Summit County, Utah and all related improvements and (2) skating oval improvements at the Kearns Athlete Training and Event Center located in Salt Lake County, Utah and all related improvements (the "Facilities") and (ii) pay certain issuance expenses, all as permitted by the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated, as amended (the "Act").

There has also been executed and delivered (i) a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of _____ 1, 2018, from

the Borrower, as trustor, for the benefit of the Issuer and encumbering certain real property located at approximately _____ Park City, Utah and a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of _____ 1, 2018, from the Borrower, as trustor, for the benefit of the Issuer and encumbering certain real property located at _____, Salt Lake City, Utah, both as more fully described therein (collectively, the “Deed of Trust”), which Deed of Trust has been assigned by the Issuer to the Trustee for the benefit of the Bondholders pursuant to an Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of _____ 1, 2018; (ii) and Form UCC-1 Financing Statement (the “Financing Statement” and, together with the Deed of Trust, the “Security Documents”) from the Borrower, as debtor, in favor of the Trustee, as secured party, to be filed with the Utah Department of Commerce, Division of Corporations and Commercial Code (the “Department of Commerce”) and (iii) a Promissory Note signed by the Borrower and dated as of _____ 1, 2018 (the “Note”).

In connection with the issuance of the Bonds, the Borrower and the Issuer have executed a Tax Compliance Agreement dated the date hereof (the “Tax Certificate”), which places certain restrictions on the investment of moneys held in the funds established by the Loan Agreement and which, under certain circumstances, would require the transfer of certain moneys held in such funds to a Rebate Fund in accordance with the Tax Certificate and the Loan Agreement.

For purposes of this opinion, we have examined the Borrower’s Articles of Incorporation (the “Articles of Incorporation”), the Borrower’s By-Laws (the “By-Laws”), Certificate of Existence for the Borrower as issued by the Department of Commerce on [_____], one or more resolutions of the board of trustees of the Borrower, the Loan Agreement, the Note, the Bonds, the Bond Purchase Agreement, the Tax Certificate, the Security Documents and such other documents, certificates, and instruments, and have considered such matters of fact and questions and issues of law, as we have deemed relevant and necessary in order to render this opinion.

In giving this opinion, we have relied on a certificate dated _____, 2018, provided to us by the Borrower (the “Certificate”), and we assume the truth and accuracy of the statements contained therein. We have not independently investigated or verified the truth or accuracy of the statements in the Certificate, but we have no actual knowledge that any of those statements are untrue. The opinions stated below may be inaccurate to the extent that the statements made in the Certificate are incomplete or untrue. A copy of the Certificate is attached as Exhibit A and is incorporated herein by this reference.

When our opinion refers to “our knowledge,” that reference is intended to indicate that, during the course of our representation of the Borrower as special counsel in connection with the issuance of the Bonds, no information has come to the attention of any member of this firm that would give the member actual knowledge of the existence or nonexistence of such facts. We have not, however, undertaken any independent investigation to determine the existence or nonexistence of such facts, unless contrary information has come to our attention during our representation of the Borrower. Therefore, no inference as to our knowledge of the existence or nonexistence of such facts should be drawn from our representation of the Borrower.

Based on the foregoing, in reliance on the Certificate, and subject to the assumptions, qualifications and limitations set forth in this letter, it is our opinion that:

The Borrower is a Utah nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Utah and has full corporate power and authority and all necessary licenses and permits to conduct its operations.

The Borrower is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the internal revenue code of 1986, as amended (the "code"), is not a private foundation as defined in section 509(a) of the code and is exempt from federal income tax under section 501(a) of the code. If the Borrower's use of the Facilities is consistent with the representations and covenants made in the certificate, the Borrower's ownership and operation of the Facilities will not constitute an unrelated trade or business under section 513 of the code.

To our knowledge no part of the net earnings of the Borrower inures to the benefit of any private individual; no substantial part of the activities of the Borrower is carrying on propaganda or otherwise attempting to influence legislation (except as provided in section 501(h) of the code); and the Borrower does not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, all within the meaning of section 501(c)(3) of the code.

The Borrower is an organization organized and operated exclusively for charitable purposes and not for pecuniary profits within the meaning of the Securities Act of 1933, as amended, and to our knowledge no part of the net earnings of the Borrower inures to the benefit of any person, private stockholder, or individual, within the meaning of section 3(a)(4) of the securities act of 1933, as amended.

No authorization, consent, approval or review of any court or public or governmental body or regulatory authority was required for the authorization, execution and delivery by the Borrower of the Security Documents, the Note, the Bond Purchase Agreement, the Tax Certificate and the Loan Agreement (collectively, the "Borrower Documents"), nor was any action by the Borrower taken in connection with the transactions contemplated thereby, which has not been obtained or effected.

The Borrower has full power and authority to enter into the Borrower Documents, and the Borrower Documents have been duly and validly authorized, executed and delivered by the Borrower and are legal, valid and binding obligations of the Borrower, enforceable against the Borrower, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally.

There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Borrower or to which the Borrower is or may be a party or of which property of the Borrower is or may be subject, wherein an unfavorable decision, ruling or finding would materially adversely affect the Borrower, or which would materially adversely affect the transaction contemplated by the Borrower Documents, or the validity of the Borrower Documents, or which if decided

unfavorably to the Borrower, would materially adversely affect the financial condition of the Borrower.

The execution and delivery of the Borrower Documents and all other agreements and documents contemplated thereby, the terms and provisions thereof and the compliance with the provisions of such documents, the fulfillment of the terms thereof and the consummation of the transactions contemplated thereby (under the circumstances contemplated thereby), do not and will not in any respect conflict with or constitute on the part of the Borrower a breach or violation of or default under the Articles of Incorporation or By-Laws, as amended, of the Borrower, any resolution adopted by the Borrower having current effect, any agreement, indenture, mortgage, deed of trust, lease or any instrument to which the Borrower is a party, or by which it is or may be bound, or any existing law, regulation, administrative or court order or decree to which the Borrower is or may be subject.

The Borrower is not in default under, nor has there been any allegation of which we are aware that the Borrower is in default under, the terms of any indebtedness or agreement with respect to indebtedness to which the Borrower is a party or any security agreement therefor.

To our knowledge, all permits, consent certificates, approvals, licenses or other authorizations necessary for the conduct of the Borrower's business substantially as it currently is being conducted, the acquisition, construction, equipping and furnishing of the Facilities, or the intended use of the Facilities, and the execution, delivery and performance by the Borrower of the Borrower Documents, have been obtained.

The Security Documents are in appropriate form for recordation in the land records of Summit County, Utah and Salt Lake County, Utah and each is sufficient, as to form, to create the encumbrance and security interest it purports to create in the real property, including fixtures, as described in the Security Documents.

The Security Documents create a valid security interest in and to the Borrower's right, title and interest in and to all personal property which is both included within the collateral described in the Security Documents and of a nature in which a security interest can be granted under article 9 of the Uniform Commercial Code (the "Code Collateral") as adopted in the state of Utah. Upon filing the financing statement with the Department of Commerce, the security interest described in this paragraph will be perfected with respect to all code collateral in which a security interest may be perfected solely by filing a financing statement in the State of Utah.

This opinion letter is limited to the matters stated herein as of the date hereof and no opinion is implied or may be inferred beyond the matters expressly stated. The opinions expressed in this letter are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement this opinion should such law be changed by any legislative action, judicial decision or otherwise.

This opinion has been furnished to you pursuant to your request and has been rendered to you on the condition that the opinions expressed herein may not be published or otherwise communicated by you to any other party without our specific prior written approval in each instance.

This opinion is rendered solely to the addressees hereof and solely in connection with the transactions described herein and may not be relied upon by such addressees or by any other person for any other purpose.

Respectfully submitted,

Exhibit A

CERTIFICATE

In connection with the issuance by Summit County, Utah (the “Issuer”), of its Industrial Facilities and Development Revenue Bonds (Utah Olympic Legacy Foundation) Series 2018 (the “Bonds”), and to provide information to _____ (“[Law Firm]”) to permit [Law Firm] in connection with the issuance of the Bonds to issue its opinion (the “Opinion”) to which this Certificate is attached as Exhibit A, the undersigned, based upon their own individual knowledge and after due inquiry of such other persons considered to be most knowledgeable about the matters contained herein, hereby certify as of the date set forth below that:

1. The undersigned is a member of the Board of Directors of the Utah Olympic Legacy Foundation, a Utah nonprofit corporation (the “Corporation”), and, as such, is duly authorized to execute and deliver this Certificate on the Corporation’s behalf.

2. There is no action, suit, legal or administrative proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Corporation or its properties and rights or powers, its legal existence, or the actions taken or contemplated to be taken by it, nor is there any basis therefor.

3. The Corporation is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (“IRC”), as an organization described in IRC § 501(c)(3).

4. The Corporation’s primary function is the _____
[UOLF to provide].

5. The Corporation’s status as an exempt organization described in IRC § 501(c)(3) has not been revoked or modified since it was first recognized by the Internal Revenue Service (“IRS”) on _____, effective as of _____ (the “Determination Letter”).

6. The Corporation is not a private foundation within the meaning of IRC § 509(a).

7. The Corporation’s purposes, activities, and methods of operation have not changed materially since the date of the Corporation’s organization and are not materially different from those described in the Corporation’s Form 1023, Application for Recognition of Exemption, including any attachments and supplemental materials provided to the IRS in connection therewith (the “Application”).

8. The Corporation has operated consistently with, and there have been no changes materially affecting, the representations made in its Application, and the Determination Letter is still in effect. The Corporation is in compliance with the terms, conditions, and limitations of the Determination Letter.

9. The Corporation has not received any indication or notice, written or oral, from representatives of the IRS that its exemption under IRC § 501(c)(3) has been modified, limited, revoked, or superseded, or that the IRS is considering modifying, limiting, revoking, or superseding its exemption, and the exemption of the Corporation under IRC § 501(c)(3) is still in effect as of the date hereof. The Corporation has not been audited by the IRS or contacted by the IRS to schedule an audit.

10. The information provided in the Corporation's annual information returns ("Forms 990"), including any accompanying schedules and statements, is true, correct, and complete.

11. The Corporation has not undertaken any activities not disclosed in its Forms 990.

12. No substantial part of the Corporation's activities has consisted of carrying on propaganda or otherwise attempting to influence legislation, and the Corporation has not participated in or intervened in any political campaign (including by publishing or distributing statements) on behalf of, or in opposition to, any candidate for public office.

13. No part of the Corporation's net earnings inures, or has inured, to the benefit of any person having a personal and private interest in the Corporation's activities.

14. The Corporation is not organized or operated for the benefit of private interests or persons controlled, directly or indirectly, by private interests and has never been so operated.

15. The Corporation has not engaged in an unrelated trade or business within the meaning of IRC § 513(a).

16. Compensation (including all forms of cash and noncash compensation, deferred compensation, premiums paid for liability or any other insurance coverage, and all other benefits, whether or not included in income for tax purposes, and any other economic benefit) paid to the Corporation's officers and employees, including those in a position to exercise substantial influence over the Corporation's affairs, is, and has always been, reasonable and comparable to such amounts as would ordinarily be paid for like services by like enterprises under like circumstances.

17. The Corporation's directors are not compensated in their capacity as such.

18. Compensation (including all forms of cash and noncash compensation, whether or not included in income for tax purposes, and any other economic benefit) paid for goods or services to persons other than the Corporation's officers and employees is, and has always been, reasonable and comparable to such amounts as would ordinarily be paid for like goods or services by like enterprises under like circumstances.

19. The Corporation is not a party to any suit, legal or administrative proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Corporation, nor is there any basis therefor,

wherein an unfavorable decision, ruling or finding would in any way question the Corporation's tax-exempt status or that would otherwise materially adversely affect the financial condition of the Corporation.

20. The Corporation will use the buildings and related improvements, infrastructure, and equipment to be financed with the proceeds from the sale of the Bonds (the "Facilities") as the place where the activities constituting the basis for its exemption from federal income taxation under IRC § 501 will be regularly carried on.

21. Any use that the Corporation makes of the Facilities and any arrangements the Corporation enters into with respect to the Facilities, will be substantially related (aside from the need for income or funds or the use it makes of the profits derived) to the Corporation's exercise or performance of the purpose or function constituting the basis for its exemption from federal income taxation under IRC § 501.

22. No decision has been rendered by any court of competent jurisdiction of the United States of America in an action in which the Corporation is or was a party, nor are there any administrative or judicial proceedings pending or threatened, that could in any way adversely affect the Corporation's qualification as an organization described in IRC § 501(c)(3) or as an organization other than a private foundation within the meaning of IRC § 509(a).

23. The Corporation has not taken any action that would cause the Corporation to lose its status as an organization described in IRC § 501(c)(3) or as an organization other than a private foundation within the meaning of IRC § 509(a).

24. The issuance of the Bonds and the execution of the Borrower Documents, as defined in the Opinion, will not cause the Corporation to be in violation of, or constitute a material default under (i) any agreement, indenture, mortgage, deed of trust, lease or any instrument to which the Corporation is a party, or (ii) any existing law, regulation, administrative or court order or decree to which the Corporation is or may be subject.

25. The Corporation is not in default under the terms of any indebtedness or agreement with respect to indebtedness to which the Corporation is a party or any security agreement therefor.

26. All permits, consent certificates, approvals, licenses or other authorizations necessary for the conduct of the Corporation's business substantially as it currently is being conducted, the acquisition, construction, equipping and furnishing of the Facilities, as defined in the Opinion, or the intended use of the Facilities, and the execution, delivery and performance by the Corporation of the Borrower Documents, have been obtained. The Borrower has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, state, county, municipal, or other governmental authorities having jurisdiction over the Facilities to acquire, construct, improve, equip, rehabilitate, and operate the Facilities, and to enter into, execute, and perform its obligations under the Loan Agreement and the other Borrower Documents.

The undersigned has signed this Certificate on December ____, 2008.

By: _____

[Title]

Utah Olympic Legacy Foundation

_____ 1, 2018 (the “*Loan Agreement*”) between the Issuer and Utah Olympic Legacy Foundation, a Utah nonprofit corporation (the “*Borrower*”).

The Issuer and the Borrower have entered into the Loan Agreement providing, among other things, for application of the proceeds of the Bonds to pay costs of the Project and for loan payments by the Borrower in such amounts and at such times as are required to pay the interest on and principal of the Bonds when due. [Pursuant to the Indenture, the Issuer has assigned to the Trustee its right, title and interest in and under the Loan Agreement, with certain exceptions as provided in the Indenture.] The Loan Agreement and the Purchase Agreement are sometimes collectively referred to herein as the “*Issuer Documents*”.

In the course of serving as counsel to the Issuer, we have examined, or caused to be examined, the Issuer Documents and such legislation, proceedings, certificates, records, approvals, resolutions and other documents as have been deemed necessary for the purposes of this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Issuer is a political subdivision and body politic of the State of Utah. The Issuer has full legal right, power and authority to issue the Bonds and to use the proceeds thereof as provided in the Resolution and the Issuer Documents to finance costs of the Project.

2. The Issuer has the right and power to adopt the Resolution, and the Resolution has been duly adopted by the Issuer and is in full force and effect in the form in which adopted as of the date hereof.

3. The Issuer has taken the actions required by the Issuer to duly authorize the issuance and sale of the Bonds and to authorize the transactions contemplated by the Issuer Documents and the Resolution. 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 Resolution and the Issuer Documents.

4. The Issuer Documents have been duly authorized, executed and delivered by the Issuer, and assuming proper authorization, execution and delivery by the other parties thereto, the Issuer Documents represent the valid and legally binding agreements of the Issuer enforceable in accordance with their respective terms.

5. The issuance, execution and delivery of the Bonds by the Issuer and the execution and delivery of the Resolution and the Issuer Documents will not contravene the rules of procedure of the Issuer or any applicable judgment, order, decree or regulation of any court or any public or governmental agency or authority of the State of Utah and, to the best of our knowledge, will not conflict with, result in any breach of or constitute a default under any agreement or instrument to which the Issuer is a party or by which the Issuer is bound.

6. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator, or governmental body that challenges the organization or

existence of Issuer; the authority of Issuer or its officers or its employees to issue the Bonds or to enter into the Issuer Documents; the proper authorization, approval and/or execution of the Bonds, the Issuer Documents, and the other documents contemplated thereby; or the ability of Issuer otherwise to perform its obligations under the Bonds, the Issuer Documents and the transactions contemplated thereby.

Enforceability of the Bonds, the Resolution and the Issuer Documents may be limited by bankruptcy, insolvency, moratorium, reorganization or other similar laws relating to the enforcement of creditors' rights generally or by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

In rendering this opinion, we have relied upon certifications of the Issuer with respect to certain material facts within the Issuer's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion, and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

In response to the Purchase Agreement, the Purchaser and Gilmore & Bell, P.C., bond counsel, may rely on this opinion as if it was addressed to them.

Very truly yours,