

INDENTURE OF TRUST

Dated as of November 1, 2013

between

REDEVELOPMENT AGENCY OF TAYLORSVILLE CITY, UTAH  
as Issuer

and

ZIONS FIRST NATIONAL BANK  
as Trustee

Redevelopment Agency of Taylorsville City, Utah  
Federally Taxable Sales Tax Revenue and Tax Increment Revenue Bonds, Series 2013

## Table of Contents

	Page
ARTICLE I SHORT TITLE, DEFINITIONS, INTERPRETATION .....	3
Section 1.1 <u>Short Title</u> .....	3
Section 1.2 <u>Definitions</u> .....	3
Section 1.3 <u>Interpretation</u> .....	7
Section 1.4 <u>Indenture to Constitute Contract</u> .....	7
ARTICLE II ISSUANCE OF THE SERIES 2013 BONDS.....	8
Section 2.1 <u>Principal Amount, Designation, and Series</u> .....	8
Section 2.2 <u>Date, Maturities, and Interest</u> .....	8
Section 2.3 <u>Redemption of the Series 2013 Bonds</u> .....	9
ARTICLE III NATURE, DELIVERY AND EXECUTION OF BONDS .....	11
Section 3.1 <u>Nature of the Bonds: Limited Obligations of the Agency</u> .....	11
Section 3.2 <u>Issuance and Delivery of Bonds</u> .....	11
Section 3.3 <u>Conditions Precedent to Delivery of Bonds</u> .....	11
Section 3.4 <u>Registration, Transfer, and Exchange Recordkeeping</u> .....	12
Section 3.5 <u>Place of Payment; Record Date</u> .....	12
Section 3.6 <u>Execution of Bonds</u> .....	13
Section 3.7 <u>Authentication</u> .....	13
Section 3.8 <u>Mutilated, Destroyed, Lost, or Stolen Bond</u> .....	13
Section 3.9 <u>Cancellation and Destruction of Surrendered Bonds</u> .....	14
Section 3.10 <u>Temporary Bonds</u> .....	14
ARTICLE IV ESTABLISHMENT OF FUNDS AND ACCOUNTS; DISPOSITION OF PROCEEDS; DIVISION OF TAX INCREMENT REVENUES; APPLICATION OF FUNDS .....	15
Section 4.1 <u>Establishment of Funds and Accounts. Disposition of Proceeds</u> .....	15
Section 4.2 <u>Tax Increment Revenues</u> .....	15
Section 4.3 <u>Pledge of Sales Tax Revenues</u> .....	15
Section 4.4 <u>Bond Fund</u> .....	16
Section 4.5 <u>Development Fund</u> .....	16
Section 4.6 <u>Cost of Issuance Account</u> .....	17
Section 4.7 <u>Rebate Fund and Arbitrage Rebate</u> .....	17
Section 4.8 <u>Deposit and Investment of Moneys in Funds and Accounts</u> .....	18
ARTICLE V PLEDGED REVENUES; AGENCY COVENANTS.....	20
Section 5.1 <u>Pledged Revenues</u> .....	20
Section 5.2 <u>Covenants of the Agency</u> .....	20

Section 5.3	<u>Financial Statements; Budget</u> .....	21
Section 5.4	<u>Covenant to Use Legally Available Funds of the Agency</u> .....	21
Section 5.5	<u>Additional Bonds</u> .....	21
ARTICLE VI TRUSTEE AND PAYING AGENT.....		23
Section 6.1	<u>Appointment of Trustee and Paying Agent</u> .....	23
Section 6.2	<u>Removal and Resignation of Trustee</u> .....	23
Section 6.3	<u>Responsibility of Trustee</u> .....	23
Section 6.4	<u>Permitted Acts and Functions</u> .....	25
Section 6.5	<u>Compensation</u> .....	26
ARTICLE VII AMENDMENTS AND SUPPLEMENTAL INDENTURES.....		27
Section 7.1	<u>Amendments and Supplemental Indentures without Consent of Bondowners</u> .....	27
Section 7.2	<u>Amendments with Consent of Bondowners</u> .....	27
ARTICLE VIII PROCEEDINGS CONSTITUTE CONTRACT .....		29
ARTICLE IX DEFEASANCE .....		30
ARTICLE X DEFAULT PROVISIONS AND REMEDIES .....		31
Section 10.1	<u>Events of Default</u> .....	31
Section 10.2	<u>Remedies</u> .....	31
Section 10.3	<u>Application of Moneys</u> .....	32
Section 10.4	<u>Waivers of Events of Default</u> .....	33
Section 10.5	<u>Cooperation of Agency</u> .....	33
ARTICLE XI MISCELLANEOUS.....		34
Section 11.1	<u>Consents, Etc., of Registered Owners</u> .....	34
Section 11.2	<u>Limitation of Rights</u> .....	34
Section 11.3	<u>Severability</u> .....	34
Section 11.4	<u>Applicable Laws</u> .....	34
Section 11.5	<u>Notices</u> .....	34
Section 11.6	<u>Counterparts</u> .....	35
Section 11.7	<u>Immunity of Officers and Directors</u> .....	35
Section 11.8	<u>Holidays</u> .....	35
<u>EXHIBIT A</u>	<u>FORM OF SERIES 2013 BOND</u> .....	A-1
<u>EXHIBIT B</u>	<u>DESCRIPTION OF SERIES 2013 PROJECT</u> .....	B-1
<u>EXHIBIT C</u>	<u>FORM OF REQUISITION</u> .....	C-1
<u>EXHIBIT D</u>	<u>COST OF ISSUANCE</u> .....	D-1

THIS INDENTURE OF TRUST dated as of November 1, 2013 (hereinafter sometimes referred to as the "Indenture"), by and between the Redevelopment Agency of Taylorsville City, Utah (the "Agency"), and Zions First National Bank, as trustee, a national banking association organized under the laws of the United States, with its principal office in Salt Lake City, Utah, and authorized to accept and execute trusts of the character herein set out (the "Trustee"),

WITNESSETH:

WHEREAS, the Agency is a redevelopment agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Section 17C-1-101, et. seq., Utah Code Annotated 1953, as amended (the "Redevelopment Act"); and

WHEREAS, the Taylorsville Center Point Community Development Project Area Plan (the "Redevelopment Plan") for the Taylorsville Center Point Community Development Project Area (the "Redevelopment Project Area") has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of said plan have been duly complied with; and

WHEREAS, the Agency has determined that it would be in furtherance of its public purposes to issue its \$4,350,000 Redevelopment Agency of Taylorsville City, Utah Federally Taxable Sales Tax Revenue and Tax Increment Revenue Bonds, Series 2013 (the "Series 2013 Bonds") to provide funds to (a) finance the acquisition of land and related improvements, including, but not limited to infrastructure and parking improvements, in order to promote economic and community development within the Redevelopment Project Area (the "Project") and (b) pay costs associated with the issuance of the Series 2013 Bonds; and

WHEREAS, pursuant to an Interlocal Sales Tax Pledge and Loan Agreement (the "Pledge Agreement"), the City of Taylorsville, Utah (the "City"), has pledged to the Agency its Sales Tax Revenues as described in the Pledge Agreement, to facilitate the financing of the Project; and

WHEREAS, the Series 2013 Bonds are secured by an irrevocable first lien and pledge of the Pledged Revenues as herein described, including the Tax Increment Revenues and Sales Tax Revenues;

NOW, THEREFORE, the Agency, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds, as hereinafter defined, by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and the performance and observance by the Agency of all of the covenants expressed or implied herein and in the Bonds, does hereby grant, convey,

pledge, transfer and assign to the Trustee and to its successors in trust the following (herein called the "Trust Estate"):

FIRST, the amounts required by this Indenture to be deposited in the funds and accounts created herein or in any indenture supplemental hereto (except the Rebate Fund), subject to the uses provided herein, and any investments and reinvestments of such amounts and the proceeds thereof (except amounts deposited in the Rebate Fund); and

SECOND, all Pledged Revenues received by the Agency, together with all investments and reinvestments of such amounts (except amounts deposited in the Rebate Fund); and

THIRD, any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, mortgaged, granted, or delivered to, or deposited with the Trustee as additional security by the Agency or anyone on its behalf or with its written consent.

TO HAVE AND TO HOLD the said Trust Estate whether now owned or held or hereafter acquired, unto the Trustee or its successor and assigns, forever,

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that this Indenture creates a continuing lien equally and ratably (except as otherwise provided herein or in any indenture supplemental hereto) to secure the payment in full of the principal of and premium, if any, and interest on all Bonds which may, from time to time, be outstanding hereunder, and that the Bonds are to be issued, authenticated and delivered, and that the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture, as follows:

## ARTICLE I

### SHORT TITLE, DEFINITIONS, INTERPRETATION

Section 1.1 Short Title. This Indenture may hereafter be cited by the Agency as the "Indenture of Trust" or the "Indenture."

Section 1.2 Definitions. As used in this Indenture (a) terms defined in the recitals shall have the meanings assigned and (b) the following terms shall have the following meanings:

"Additional Bonds" means any Bonds issued pursuant to Section 5.5 hereof having a parity lien on the Pledged Revenues pledged to the payment of principal of and interest on the Series 2013 Bonds or any portion thereof.

"Agency" means the Redevelopment Agency of Taylorsville City, Utah.

"Annual Debt Service Requirement" means with respect to particular Bonds issued hereunder as computed from time to time, the sum obtained for a given Bond Year by totaling the following for such Bond Year:

(a) The principal amount of all such Bonds outstanding on the date of computation which mature or are subject to mandatory redemption during such Bond Year; plus

(b) The interest payable during such Bond Year on all such Bonds outstanding on the date of computation, provided, however, when calculating interest payable during such Bond Year for any Bonds bearing interest at a variable rate which cannot be ascertained for any particular Bond Year, it shall be assumed that such Bonds will bear interest at such market rate of interest applicable to such Bonds, as shall be established for this purpose in the opinion of the Agency's financial advisor, Purchaser, Underwriter, or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise).

"Authorized Representative" means the Chair, the Secretary, or any other officer of the Issuer so designated in writing by an Authorized Representative of the Issuer to the Trustee.

"Average Annual Debt Service Requirement" means the total of the Annual Debt Service Requirements for all Bond Years divided by the total number of Bond Years in which such Bonds will remain outstanding.

"Base Year" means 2013.

"Bond Fund" means the fund by that name established by Section 4.1 hereof.

“Bonds” means, collectively, the Series 2013 Bonds and any Additional Bonds issued, authenticated, and delivered under and pursuant to this Indenture.

“Bond Year” means the twelve-month period beginning on July 1 of each year and ending on the next following June 30 except that the initial Bond Year for any series of Bonds shall commence on the date of original issuance and delivery of such series of the Bonds and shall end on the next succeeding June 30.

“Bondowner” or “Owner” means the registered owner of any Bond issued under this Indenture.

“Business Day” means any day (A) on which banking business is transacted, but not including any day on which banks are authorized to be closed in Salt Lake City or (B) as otherwise provided in a Supplemental Indenture.

“City” means City of Taylorsville, Utah, a political subdivision of the State of Utah.

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

“Costs of Issuance Fund” means the fund by that name established in Section 4.1 hereof.

“Debt Service Reserve Requirement” means, with respect to each Series of Bonds issued pursuant to this Indenture. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds or from a reserve instrument, or if provided in the Indenture, may be accumulated over time. The Debt Service Requirement with respect to the Series 2013 Bonds is \$0.

“Development Fund” means the fund by that name established by Section 4.1 hereof.

“Event of Default” means any of the events specified in Section 10.1 hereof.

“Indenture” means this Indenture and all indentures supplemental hereto.

“Interest Payment Date” means each May 1 and November 1 commencing May 1, \_\_\_\_\_.

“Investment Income” means the net gain derived from the investment of moneys held in the Bond Fund, the Development Fund and the Rebate Fund created in this Indenture.

“Original Issue Date” means, with respect to the Series 2013 Bonds, the initial date of delivery of the Series 2013 Bonds.

“Outstanding” when used with reference to Bonds, shall mean, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Indenture except: (a) any Bond cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date; (b) any Bond in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article VI hereof; and (c) any Bond deemed to have been paid as provided in Article IX hereof.

“Paying Agent” means any paying agent appointed by the Agency pursuant to this Indenture. Initially the Paying Agent shall be Zions First National Bank, Salt Lake City, Utah.

“Permitted Investments” shall mean and include: (a) any investments or securities permitted for the investment of public funds under the State Money Management Act, Title 51, Chapter 7, Utah Code Annotated 1953, as amended, or (b) investments in the fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer’s Investment Fund.

“Pledge Agreement” means that certain Interlocal Sales Tax Pledge and Loan Agreement dated as of August 1, 2011 by and between the Agency and the City pursuant to which the City has pledged to the Agency its Sales Tax Revenues as provided therein.

“Pledged Revenues” means collectively the Tax Increment Revenues, the Sales and Use Tax Revenues, the Investment Income.

“Project” means the improvements within the Redevelopment Project Area, all as more fully described in Exhibit B attached hereto.

“Purchaser” means, Zions Bank Public Finance.

“Rebatable Arbitrage” means, with respect to any tax-exempt Bonds issued under the Indenture, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f) of the Code and Sections 1.148-3 of the Regulations.

“Rebate Calculation Date” means, with respect to any tax-exempt Bonds issued under the Indenture, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary date of the initial Rebate Calculation Date for the Series 2013 Bonds, and the date of retirement of the last Series 2013 Bonds.

“Rebate Fund” means the fund by that name established by Section 4.1 hereof.

“Record Date” means the fifteenth day immediately preceding each Interest Payment Date or if such fifteenth day is not a business day, the business day next preceding such fifteenth day.

“Redevelopment Act” means the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act as cited in the Recitals hereof.

“Redevelopment Plan” means the Taylorsville Center Point Community Development Project Area Plan, and includes any amendment of said plans hereafter made pursuant to law.

“Redevelopment Project Area” means the Center Point Community Development Project Area described and defined in the Redevelopment Plan.

“Required Rebate Deposit” means with respect to any tax-exempt Bonds issued under the Indenture, an amount determinable as of each Rebate Calculation Date, which when added to amounts then on deposit in the Rebate Fund with respect to the Series 2013 Bonds, if any, equals the aggregate amount of Rebatable Arbitrage for such Series of Bonds less the amount of Rebatable Arbitrage theretofore paid to the United States with respect to the Series 2013 Bonds, if any.

“Sales Tax Revenues” means, as described in the Pledge Agreement, the local Sales Tax Revenues received and pledged by the City pursuant to Title 59, Chapter 12, Part 2, Utah Code Annotated 1953, as amended, which pledge shall be on a parity with any sales tax revenue obligations and/or sales tax revenue bonds the City has heretofore issued or may issue in the future.

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

“Series 2013 Bonds” means the Federally Taxable Sales Tax Revenue and Tax Increment Revenue Bonds, Series 2013 of the Agency authorized by this Indenture.

“Series 2013 Cost of Issuance Account” means the account by that name established within the Cost of Issuance Fund by Section 4.1 hereof.

“Series 2013 Development Account” means the account by that name established within the Development Fund by Section 4.1 hereof.

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

“State” means the State of Utah.

“Tax Increment Revenues” means that portion of the City’s sales taxes collected in the Redevelopment Project Area for the applicable Bond Year, which exceeds the City’s sales tax revenues from such Redevelopment Project Area which are required to be paid to any taxing entities and which may be allocated to and paid to the Agency for payments of Agency obligations under the Redevelopment Act, all as more particularly set forth in this Indenture, and any other interlocal agreement with a taxing entity, as applicable.

“Trustee” means Zions First National Bank, Corporate Trust Department and its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in this Indenture.

Section 1.3 Interpretation.

(a) The terms “hereby,” “hereof,” “herein,” “hereunder,” and similar terms, as used in this Indenture, refer to this Indenture and the term “heretofore” means before, and the term “hereafter” means after the date of this Indenture;

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing a singular number mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations, and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several Articles and Sections of this Indenture and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction, or effect; and

(e) References to Sections and Articles, unless otherwise indicated, refer to Sections and Articles in this Indenture.

Section 1.4 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, this Indenture shall be deemed to be and shall constitute a contract between the Agency and the Owners from time to time of the Bonds; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Agency shall be, for the equal benefit, protection, and security of the Owners of any and all of the Bonds which, regardless of the time or times of their issuance, delivery, maturity, or expiration, shall be of equal rank without preference, priority, or distinction of any of the Bonds over any others, except as expressly provided in or permitted by this Indenture.

ARTICLE II

ISSUANCE OF THE SERIES 2013 BONDS

Section 2.1 Principal Amount, Designation, and Series.

(a) The Series 2013 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) pay the costs of the Project and (ii) pay costs of issuance of the Series 2013 Bonds. The Series 2013 Bonds shall be limited to \$4,350,000 in aggregate principal amount, shall be issued in fully registered form, shall be substantially in the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2013 Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Redevelopment Agency of Taylorsville City, Utah Federally Taxable Sales Tax Revenue and Tax Increment Revenue Bonds, Series 2013."

(b) Nothing herein shall be construed as authorizing or permitting any portion of Tax Increment Revenues allocable to the Agency to be applied in a manner which would result in violations of the Redevelopment Act.

Section 2.2 Date, Maturities, and Interest.

The Series 2013 Bonds shall be in denominations of \$1,000 or any integral multiple thereof, shall be dated the Original Issue Date, and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof (i) unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date; or (ii) unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Original Issue Date; or (iii) unless, as shown by the records of the Trustee, interest on the Series 2013 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full; or (iv) unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Original Issue Date. The Series 2013 Bonds shall bear interest payable on each Interest Payment Date, and shall mature on November 1 in the years and in the amounts set forth below:

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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Maturity Date  
(November 1)

Principal Amount

Interest Rate

Interest shall be calculated on the basis of 360 days comprised of 30-day months. The interest rate on default shall be the stated interest rate.

The interest on Series 2013 Bonds so payable, and punctually paid and duly provided for, on any Interest Payment Date will be paid to the Registered Owner thereof at the close of business on the Record Date for such interest. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Owner of any Series 2013 Bonds on such Record Date, and may be paid to the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The principal of and premium, if any, on the Series 2013 Bonds are payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest shall be paid by check or draft mailed on each Interest Payment Date to the Holder of each of the Series 2013 Bonds as the name and address of such Holder appears on the Record Date in the Register.

Section 2.3 Redemption of the Series 2013 Bonds.

(a) Optional Redemption. The Series 2013 Bonds are subject to optional redemption prior to maturity at the option of the Issuer on any business day, in whole or in part, and by lot if less than the full amount is to be redeemed at a redemption price equal to 100% of the principal amount of the Series 2013 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

(b) Notice of Redemption. Written notice of any redemption, either in whole or in part, shall be given by the Trustee by mailing a notice of redemption by first class mail, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption, to the Owners of Series 2013 Bonds or portions thereof so called, at their respective addresses as the same may appear on the registry books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2013 Bond with respect to which no such failure has occurred. Each notice of redemption shall specify (i) the redemption date, (ii) the place of redemption, (iii) by number, the Series 2013 Bonds to be redeemed and the principal amounts thereof to be redeemed, if less than the entire amounts are to be redeemed, and (iv) that interest on the Series 2013 Bonds or portions thereof to be redeemed shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of such Series 2013 Bonds or portions thereof to be redeemed the redemption price thereof together with interest accrued thereon to the redemption date. If any Series 2013 Bond or any

portion thereof shall have been duly called for redemption and payment of the redemption price, including premium, if any, and unpaid interest accrued to the date fixed for redemption, shall have been made or provided for, all as more fully set forth herein, interest on such Series 2013 Bond or such portion thereof shall cease to accrue from the date fixed for redemption, and from and after such date such Series 2013 Bond or the portion thereof duly called for redemption shall no longer be entitled to any benefit or security under this Indenture, except as to the right of the Owner thereof to receive payment of such redemption price. If a portion of any Series 2013 Bond shall be called for redemption, a new Series 2013 Bond or Series 2013 Bonds of the same series in principal amount equal to the unredeemed portion thereof will be issued to the Owner upon the surrender thereof. If less than all the Series 2013 Bonds of any maturity shall be called for redemption, the particular Series 2013 Bonds or portions of Series 2013 Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and proper; provided, however, that the portion of any Series 2013 Bond of a denomination larger than the minimum denomination may be redeemed in the principal amount of such minimum denomination or an integral multiple thereof and that for purposes of selection and redemption, any such Series 2013 Bond shall be considered to be that number of separate Series 2013 Bonds of such minimum denomination which is obtained by dividing the principal amount of such Series 2013 Bond by such minimum denomination. In addition, the Trustee shall send a second notice of redemption not more than ninety (90) days subsequent to the redemption date to Series 2013 Bondowners of Series 2013 Bonds or portions thereof redeemed but who failed to deliver such Series 2013 Bonds for redemption prior to the 60th day following such redemption date. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of the call for redemption.

If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Series 2013 Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited.

Upon receipt by the Trustee of notice that the Agency intends to exercise its option to cause redemption of the Series 2013 Bonds, the Trustee will give prompt written notice to each Bondowner in accordance with this Indenture. Such notice will specify (among other things) the redemption date and the place of redemption, and will state that interest will cease accrue on the Series 2013 Bonds from and after the redemption date if moneys sufficient to effect such redemption are on deposit with the Trustee on the redemption date.

## ARTICLE III

### NATURE, DELIVERY AND EXECUTION OF BONDS

Section 3.1 Nature of the Bonds; Limited Obligations of the Agency. The Bonds shall be and are special obligations of the Agency and, except as otherwise specifically provided herein, are secured by an irrevocable and first lien on and pledge of the Pledged Revenues of that Series, and are payable as to principal, premium, if any, and interest solely from, said Pledged Revenues as hereinafter provided. The Bonds, the interest thereon, and any premiums payable upon the redemption, if any thereof, are not a debt of the City, the State, of Utah or any of its political subdivisions; and neither the City, the State or any of its political subdivisions is liable for them, and in no event shall the Bonds, such interest or premium be payable out of any funds or properties other than those of the Agency as in this Indenture set forth. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Neither the members of the Agency nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance. The Bonds shall be and are equally secured by an irrevocable pledge of Tax Increment Revenues and other funds as hereinafter provided, without priority for series, number, date of sale, date of execution, or date of delivery and a pledge of the Sales Tax Revenues as provided in the Pledge Agreement. Nothing in this Indenture shall preclude the payment of the Bonds from the proceeds of refunding bonds issued pursuant to law. Except as hereinabove set forth, nothing in this Indenture shall prevent the Agency from making advances of its own funds, howsoever derived, to any of the uses and purposes mentioned in this Indenture.

Section 3.2 Issuance and Delivery of Bonds. After their authorization by the Agency, Bonds may be executed by or on behalf of the Agency and delivered to the Trustee for authentication and, upon compliance by the Agency with the requirements of Section 3.3, the Trustee shall thereupon authenticate and deliver such Bonds to or upon the order of the Agency.

Section 3.3 Conditions Precedent to Delivery of Bonds. The Bonds shall be authenticated and delivered upon the order of the Agency, but only upon the receipt by the Trustee of:

(a) a copy of (i) this Indenture, executed by the Agency and the Trustee and (ii) the Pledge Agreement executed by the Agency and the City.

(b) a bond counsel's opinion to the effect that this Indenture, and the Pledge Agreement have each been duly and lawfully authorized, executed and delivered by the Agency or the City, as applicable and each is valid and binding upon the Agency and upon the execution, authentication, and delivery thereof, the Bonds will have been duly and validly authorized and issued in accordance with this Indenture;

(c) a written order as to the delivery of the Bonds, signed by the Chair of the Agency;

(d) evidence of the receipt by the Trustee of the amount of the proceeds of the Bonds to be deposited with the Trustee pursuant to this Indenture, which shall be conclusively established by the executed certificate of the Trustee so stating; and

(e) receipt of all closing documents and other documents reasonably requested by the Purchaser.

Section 3.4 Registration, Transfer, and Exchange Recordkeeping. The Agency shall cause books for the registration or transfer of the Bonds of any Series to be kept at the principal corporate trust office of the Trustee and hereby appoints the Trustee to act as its registrar and transfer agent to keep such books and to make such registration and transfers. Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, the Agency shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of authorized denomination for the aggregate principal amount which the registered Owner is entitled to receive. Bonds of authorized denominations may be exchanged for Bonds of other authorized denominations of the same maturity, Series, and interest rate upon request of the Owner thereof.

All Bonds presented for transfer, exchange, or payment shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature reasonably satisfactory to the Trustee, duly executed by the registered Owner or by his duly authorized attorney.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Agency, evidencing the same debt as the Bonds surrendered, shall be secured by, and entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered. No service charge shall be made for any exchange, transfer or registration of Bonds, but the Agency may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto. The Agency and the Trustee shall not be required (a) to issue, transfer, or exchange Bonds from the Record Date next preceding any Interest Payment Date through and including such Interest Payment Date or (b) to transfer or exchange any Bonds called for redemption or selected for call for redemption.

Section 3.5 Place of Payment; Record Date. The Bonds of any Series shall be payable in lawful money of the United States of America at the principal corporate trust office of the Trustee in Salt Lake City, Utah, or at the office of any other duly appointed Trustee; provided, that interest on the Bonds shall be payable by check or draft mailed, or via wire transfer, to the registered Owner of record as of the Record Date next preceding the applicable interest payment date; provided, however, that if and to the extent funds are not available on any Interest Payment Date to pay the interest due on any Bonds, such interest shall cease to be payable to the person who was the Bondowner of such Bond on the Record Date. Whenever moneys become available for the payment of such defaulted interest, the Paying Agent shall establish a "special record date" for the payment of such defaulted interest which shall be not more than fifteen (15) nor less than ten (10) days

prior to the date of the proposed payment and the Paying Agent shall cause notice of the proposed payment and of such special record date to be mailed by first class mail, postage prepaid, to each Bondowner of a Bond to his address as it appears on the registration books not less than ten (10) days prior to such special record date. Such notice having been so mailed, the defaulted interest shall be payable to the persons who are the Bondowners at the close of business on such special record date.

Section 3.6 Execution of Bonds. Bonds of any Series shall be signed on behalf of the Agency by its Chair by his/her manual or facsimile signature and by its Secretary by his/her manual or facsimile signature, and the seal of the Agency shall be impressed, imprinted, or reproduced thereon and delivered to the Trustee for authentication. In case any one or more of the officers or employees who shall have signed or sealed any of the Bonds shall cease to be an officer or employee before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office or be so employed. Any Bond may be signed and sealed on behalf of the Agency by such persons as at the actual time of execution of such Bond shall be duly authorized or hold the proper office in or employment by the Agency, although at the time of the issuance of the Bonds of such Series such persons may not have been so authorized or held such office or employment.

The proceeds of the Bonds, including accrued interest thereon to the date of delivery, shall be paid over to the Trustee and deposited to the credit of various funds created under this Indenture.

Section 3.7 Authentication. The Bonds of any Series shall bear thereon a certificate of authentication in the form set forth on the form of the Bonds, to be manually executed by the Trustee or by any other duly authorized authenticating agent. No Bond shall be valid for any purpose or entitled to any benefit or right hereunder, until the certificate of authentication shall have been duly executed manually by the Trustee or such other authenticating agent, and such authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 3.8 Mutilated, Destroyed, Lost, or Stolen Bond. If any Bond shall become mutilated, the Agency shall deliver a new Bond of like tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon the Agency being furnished such reasonable indemnity as it may require therefor. If any Bond shall be reported lost, stolen, or destroyed, evidence as to the ownership thereof and the loss, theft or destruction thereof shall be submitted to the Agency; and if such evidence and indemnity shall be satisfactory to the Agency, the Agency shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, tenor, and denomination bearing the same number and prefix as the original Bond, but carrying such additional marking as will enable the Trustee to identify such Bond as a substituted Bond. The cost of providing any substitute Bond under the provisions of this Section shall be borne by the Bondowner for whose benefit such substitute Bond is provided. If a mutilated, lost, stolen, or destroyed Bond shall have matured or be about to mature, the

Trustee shall pay to the Bondowner the principal amount of such Bond upon the maturity thereof and the compliance with the aforesaid conditions by such owner, without the issuance of a substitute Bond therefor, and likewise pay to the Bondowner thereof the amount of accrued and unpaid interest to the maturity date. Every substitute Bond issued pursuant to this Section 3.8 shall constitute an additional contractual obligation of the Agency, whether or not the Bond alleged to have been destroyed, lost, or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder, to the same extent as the Bond for which it has been substituted. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or investment or other securities without their surrender.

Section 3.9 Cancellation and Destruction of Surrendered Bonds. Bonds surrendered for payment shall be cancelled and destroyed by the Trustee. The Trustee shall deliver to the Agency a certificate of destruction identifying all Bonds so destroyed upon the request of the Agency.

Section 3.10 Temporary Bonds. Any Bonds issued under this Indenture may be initially issued in temporary form exchangeable for definitive Bonds. The temporary Bonds may be printed, lithographed, or typewritten, shall be of such denominations as may be determined by the Agency, shall be without coupons, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed and sealed by the Agency and authenticated by the Trustee in substantially the same manner as provided herein. If the Agency issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds may be surrendered for cancellation at the principal office of the Trustee in Salt Lake City, Utah, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of the same Series, interest rates, and maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds issued hereunder.

## ARTICLE IV

### ESTABLISHMENT OF FUNDS AND ACCOUNTS; DISPOSITION OF PROCEEDS; DIVISION OF TAX INCREMENT REVENUES; APPLICATION OF FUNDS

#### Section 4.1 Establishment of Funds and Accounts, Disposition of Proceeds.

(a) The following funds and accounts are hereby established:

(i) a Bond Fund;

(ii) a Development Fund, and within said Fund, the Series 2013 Development Account;

(iii) a Cost of Issuance Fund, and within said Fund, the Series 2013 Cost of Issuance Account; and

(iv) a Rebate Fund;

(b) The proceeds from the sale of the Series 2013 Bonds in the amount of \$\_\_\_\_\_ (the par amount of the Series 2013 Bonds) shall be used or deposited on the date of issuance of the Series 2013 Bonds as follows:

(i) An amount equal to \$\_\_\_\_\_ shall be deposited by the Trustee into the Series 2013 Development Account; and

(ii) An amount equal to \$\_\_\_\_\_ shall be deposited by the Trustee into the Series 2013 Costs of Issuance Account.

Section 4.2 Tax Increment Revenues. As provided in the Redevelopment Plan and pursuant to the Redevelopment Act, Tax Increment Revenues which are allocated and paid to the Agency under the Redevelopment Act (commencing with any Tax Increment Revenues for the 2013 tax year), shall first be deposited in the Bond Fund not less than fifteen (15) days prior to each Interest Payment Date to pay principal and interest on the Bonds; and second be deposited in the Debt Service Reserve Fund to the extent necessary to replenish said Fund, and third be used by the Agency to pay all of the Agency's other obligations hereunder for the then current Bond Year. The provisions of this Indenture with respect to Tax Increment Revenues are derived from the provisions of the Redevelopment Act as applied to the Bonds and shall be interpreted in accordance with the Redevelopment Act and any agreement with the City, and the further provisions and definitions contained in the Redevelopment Act are hereby incorporated herein by reference and shall apply.

Section 4.3 Pledge of Sales Tax Revenues. Not less than thirty (30) days prior to each Interest Payment Date, the Agency shall determine the amount of Tax Increment Revenues (and any other legally available funds the Agency has transferred to the Trustee to pay the Series 2013 Bonds) deposited in the Bond Fund and available for the payment of the principal and interest on the Series 2013 Bonds on such Interest Payment Date. In

the event that the principal and interest on the Series 2013 Bonds for any Interest Payment Date will exceed the amount of Tax Increment Revenues (and such other funds) to be available for payment by the Trustee, the Agency shall cause the City to deposit into the Bond Fund, if applicable, from the Sales and Use Tax Revenues, an amount equal to such deficiency as provided in the Pledge Agreement.

Section 4.4 Bond Fund. All Pledged Revenues (except earnings on amounts on deposit in the Debt Service Reserve Fund which, unless amounts on deposit therein exceed the applicable Debt Service Reserve Requirement, shall be maintained in said Fund, as provided herein) shall be deposited in the Bond Fund when received by the Agency (or the Trustee) and shall be utilized solely as provided herein. On or before May 1 and November 1 of each year beginning May 1, 2014 during the term of the Series 2013 Bonds, the Trustee shall withdraw sufficient moneys from the Bond Fund to pay all payments of principal, interest, and premium, if any, then coming due on the Series 2013 Bonds and shall transfer such moneys to the Paying Agent. Except as required for transfer to the Rebate Fund, on or before April 15 and October 15 of each year beginning April 15, 2014 (such earlier date to be at the direction of the Agency), the Trustee shall determine the amounts needed to make the transfers required herein and shall set aside amounts sufficient for such payment in the Bond Fund, and thereafter, the Trustee shall transfer all remaining moneys held in the Bond Fund, as follows in the following order of priority:

(a) to the Trustee, to the extent required to defray all Trustee and Paying Agent fees and expenses then due;

(b) to the Debt Service Reserve Fund any amount required to replenish any Account established therein to the applicable Debt Service Reserve Requirement, if applicable;

(c) to the Agency, any remaining amounts to be utilized for the payment of any lawful obligation for which such moneys may be used under the Redevelopment Act and any remaining amount shall be allocated and paid in accordance with the Redevelopment Act.

Section 4.5 Development Fund.

(a) Except as required for transfer to the Rebate Fund, the Trustee shall disburse moneys held in the Development Fund, from time to time solely for the purpose of financing a portion of the cost of the Project, and other costs related thereto. The Trustee shall disburse such moneys upon the order of the Agency, but only upon receipt from time to time of a Requisition in substantially the form attached hereto as Exhibit C signed by the Chair, or the Executive Director of the Agency.

(b) If any sum remains in the Development Fund after the full accomplishment of the objects and purposes for which the Series 2013 Bonds were issued, as certified by the Agency to the Trustee, such sum shall be

transferred to the Bond Fund, to be used to redeem the Series 2013 Bonds, at the earliest redemption date permitted herein, as the Agency shall direct.

Section 4.6 Cost of Issuance Account. Moneys on deposit in the Series 2013 Cost of Issuance Account shall be used to pay costs of issuance of the Series 2013 Bonds, upon receipt of a Cost of Issuance Disbursement Request in substantially the form attached hereto as Exhibit D and approved by the Chair of the Agency. Any moneys remaining on deposit in the Series 2013 Cost of Issuance Account sixty days after delivery of the Bonds, shall be transferred to the Series 2013 Development Fund and said Series 2013 Cost of Issuance Account shall be closed.

Section 4.7 Rebate Fund and Arbitrage Rebate.

(a) In the event a Series of Bonds is subject to the arbitrage rebate requirements, the Trustee shall establish and thereafter maintain, so long as the Bonds are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of this Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for all series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, less amounts of Rebatable Arbitrage theretofore paid to the United States for all series of Bonds, the Trustee shall, upon the agency's request, withdraw from the Rebate Fund and pay to the Agency an amount not to exceed such excess.

(c) The Agency shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date. The Agency shall retain records of all such determinations until six (6) years after the retirement of the last Bond of a Series to which such records pertain. The Agency shall, from and to the extent of legally available moneys, deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or, notwithstanding any other provision of this Indenture to the contrary, instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit in the Funds and Accounts held under the Indenture other than the Rebate Fund) within thirty (30) days of each such Rebate Calculation Date. The Agency shall instruct the Trustee to withdraw from the Rebate Fund and pay over to the United States Government with respect to each Series of Bonds: (i) not less frequently than once each five years commencing no later than sixty (60) days after the first Rebate Calculation Date for such Series of Bonds, and upon each fifth anniversary of such date, an amount which when added to all previous rebate payments made with respect to such Series of Bonds equals ninety percent (90%) of the sum of the Rebatable Arbitrage pertaining to such Series of Bonds plus the

amount, if any, of Rebatale Arbitrage theretofore paid to the United States with respect to such Series of Bonds, and (ii) not later than sixty (60) days after the retirement of the last Bond of such Series, one hundred percent (100%) of the Rebatale Arbitrage with respect to such Series. The determination of Rebatale Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Agency from the Rebate Fund pursuant to this Indenture must be verified in writing by an independent Public Accountant or other qualified professional.

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

(e) The Trustee, on behalf of the Agency, shall keep and retain, until the date six (6) years after the retirement of the last of the Bonds of each Series, records with respect to each Series of the Bonds and the investment and expenditure of proceeds thereof to comply with the aforementioned arbitrage rebate requirements, including without limitation a complete list of all investments and reinvestments of proceeds of each Series of the Bonds. For purposes of the computation required above, the Trustee shall upon request, furnish to the Agency all information in the Trustee's control which is necessary for such computations.

(f) The Agency hereby covenants and agrees that it will not enter into any transaction or cause any transaction to be entered into with respect to the investment of proceeds of the Bonds, or otherwise, which reduces the amount which may be required to be paid to the United States pursuant to the arbitrage rebate requirements specified hereinabove, because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on each Series of the Bonds not been relevant to either party.

(g) The provisions of this Section may be amended or deleted, with respect to any or all Series of the Bonds, from this Indenture upon receipt by the Agency and the Trustee of an opinion of nationally recognized Bond counsel that such amendment or deletion will not adversely affect the exclusion from gross income of interest on the Bonds.

Section 4.8 Deposit and Investment of Moneys in Funds and Accounts.  
Moneys held by the Trustee in the Bond Fund, the Development Fund, the Costs of

Issuance Fund, and the Rebate Fund, and Accounts therein, may be invested in Permitted Investments as directed by the Agency, subject to the following restrictions:

(a) Moneys in the Rebate Fund and the Development Fund shall be invested only in obligations which will by their terms mature not later than the dates the Agency estimates the moneys represented by the particular investment will be needed for withdrawal from the accounts within such funds. Investment earnings attributable to moneys held in the Rebate Fund and the Development Fund shall be held in the related accounts within the Rebate Fund and the Development Fund.

(b) Moneys in the Bond Fund shall be invested only in obligations which will by their terms mature on such dates as to insure that before each Interest Payment Date there will be in the Bond Fund, from matured obligations and other moneys already in such fund, cash equal to the interest and principal payable on such date with respect to the Bonds. Obligations purchased as an investment of moneys in said Funds shall be deemed at all times to be a part of such Funds and any loss resulting from any such authorized investment shall be charged to such Funds without liability to the Agency or the members and officers thereof or to the Trustee. The interest accruing on such investments and any gain realized from such investments shall be held and deposited in the Bond Fund except that such interest and gain realized from the investment of amounts on deposit in the Debt Service Reserve Fund shall be retained in each respective Account to the extent that the amount on deposit therein is less than the applicable Debt Service Reserve Requirement.

(c) The Agency or the Trustee, upon direction of the Agency, shall sell at the best price obtainable or present for redemption any obligation so purchased whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund as required by this Indenture. For the purpose of determining at any given time the balance in any such fund any such investment constituting a part of such fund shall be valued at the then estimated or appraised market value of such investment.

## ARTICLE V

### PLEDGED REVENUES; AGENCY COVENANTS

Section 5.1 Pledged Revenues. The Tax Increment Revenues are hereby irrevocably and on a non-cancelable basis allocated and pledged in their entirety to the payment of the principal of, interest on, and premium payable upon redemption of the Series 2013 Bonds and until all of said Bonds and all interest thereon, have been paid (or until moneys for that purpose have been irrevocably set aside) and the Pledged Revenues with respect to each Series of Bonds (except as otherwise specifically provided in this Indenture) shall be applied solely to the payment of said Bonds, the interest thereon, and premium, if any. The allocation and pledge of the Tax Increment Revenues herein is for the exclusive benefit of the Owners of the Series 2013 Bonds and shall be irrevocable, and on a first priority basis.

Section 5.2 Covenants of the Agency. The Agency shall preserve and protect the security of the Bonds and the rights of the Bondowners and defend their rights against all claims and demands of all persons. Until such time as an amount has been set aside sufficient to pay at maturity, or redemption prior to maturity, all outstanding Bonds, plus unpaid interest thereon to maturity, or to the redemption date, and any redemption premium, the Agency will maintain its existence and organization and (through its proper members, officers, agents, or employees) faithfully perform and abide by all of the covenants, undertakings, and provisions contained in this Indenture or in any Bond issued hereunder, including the following covenants and agreements for the benefit of the Bondowners;

(a) The Agency covenants and agrees that the Redevelopment Plan may be amended as provided in the Redevelopment Act but no amendment shall be made which would materially impair the security of the Bonds or the rights of the Bondowners.

(b) The Agency covenants and agrees that the proceeds of the sale of said Bonds will be deposited and used as provided in this Indenture.

(c) The Agency covenants and agrees that it will duly and punctually pay or cause to be paid the principal of and interest on each of the Bonds issued hereunder together with the premium thereon if any be payable on the date, at the place and in the manner provided in said Bonds, but solely from the Pledged Revenues and other funds as herein provided.

(d) The Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books and accounts (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Project, the Redevelopment Project Area and the Pledged Revenues and other funds herein provided for, and the City will prepare within 180 days after the close of each of its fiscal years a complete financial statement or statements for such year in reasonable detail covering such Project,

Redevelopment Project Area, Pledged Revenues and other funds and certified by a certified public accountant or firm of certified public accountants selected by the Agency, and will furnish a copy of such statement or statements to the Trustee, upon request, each year. Any Registered Owner, upon reasonable request, may inspect all books, records, accounts, funds, or items related to the Bonds hereunder. The Trustee shall have no duty to review or retain said financial statements when received.

(e) The Agency covenants and agrees that it will comply with all requirements and conditions of the Agency in the Pledge Agreement and that it will cooperate with the City in accomplishing the objectives and purposes of the Pledge Agreement.

(f) The Agency covenants and agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

Section 5.3 Financial Statements; Budget. The Agency shall use its best efforts to provide to the Trustee upon request a copy of the City's annual audited financial statements, when prepared, but in no event more than 180 days after the end of the Agency's fiscal year. In addition, the Agency shall provide to the Trustee upon request a copy of the Agency's annual budget no later than thirty (30) days from the adoption date of said budget or thirty (30) days after the commencement of the fiscal year to which said budget applies. The Trustee shall have no duty to review or retain said financial statements when received.

Section 5.4 Covenant to Use Legally Available Funds of the Agency. In the event the Pledged Revenues are insufficient to pay the principal and/or interest coming due on the Bonds, the moneys on deposit in the applicable Debt Service Reserve Accounts of the Debt Service Reserve Fund shall first be applied to secure timely payment on the respective Bonds as provided in **Error! Reference source not found.** herein. If, however, there are insufficient moneys in such Account to timely pay the principal and/or interest on the respective Bonds in full when due, the Agency covenants to deposit with the Trustee any and all legally available moneys sufficient to secure timely payment of principal and/or interest on the Bonds when due.

Section 5.5 Additional Bonds. No bonds or other obligations or indebtedness payable on a priority basis to the Series 2013 Bonds from the Pledged Revenues shall be issued by the Agency without the prior written consent of the Registered Owners of one hundred percent (100%) of the Series 2013 Bonds. In addition, no Additional Bonds or other indebtedness, bonds, or notes of the Agency payable on a parity with the Series 2013 Bonds herein authorized out of Pledged Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This paragraph (a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such

Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by the Agency to the effect that the Pledged Revenues for any consecutive twelve (12) month period in the twenty-four (24) months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to two hundred percent (200%) of the Maximum Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds provided, however, that such Pledged Revenue coverage test set forth above shall not apply to the issuance of any Additional Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder and (ii) the aggregate Average Annual Debt Service for such Additional Bonds does not exceed the then remaining aggregate Average Annual Debt Service for the Bonds being refunded therewith; and

(c) For purposes of calculating Pledged Revenues for the applicable twelve (12) month period in the preceding subsection (b), the Agency shall be permitted to count and aggregate (x) all available Tax Increment Revenues, (y) all Sales and Use Tax Revenues (after subtracting any bonds or other obligations payable from Sales Tax Revenues on a parity with or senior, if any, to Bonds issued hereunder), and (z) all Investment Income; and

(d) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each Fund or Account, the full amount required by this Indenture to be accumulated therein at such time; and

(e) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder or other obligations of the Agency (including the funding of necessary reserves and the payment of costs of issuance) or (ii) to finance or refinance a project relating to the Redevelopment Project Area (including the funding of necessary reserves and the payment of costs of issuance); and

(f) Notwithstanding anything to the contrary herein, the City shall be entitled (i) to issue bonds or enter into debt or other obligations secured by the Sales Tax Revenues in the manner allowed under the Pledge Agreement and (ii) to issue bonds or enter into debt or other obligations secured by only the Tax Increment Revenues after meeting the coverage test required in subsection (b) above; and

(g) Since the Series 2013 Bonds are the first Series of Bonds issued hereunder, the revenue coverage test set forth in this Section 5.5 shall not apply to the Series 2013 Bonds.

## ARTICLE VI

### TRUSTEE AND PAYING AGENT

Section 6.1 Appointment of Trustee and Paying Agent. The Agency hereby appoints Zions First National Bank, Salt Lake City, Utah, as Trustee to act as the agent and depository of the Agency for the purpose of receiving the proceeds of the Bonds, the Pledged Revenues and other funds as provided in this Indenture, to hold, allocate, use, and apply such Pledged Revenues and other funds as provided in this Indenture, and to perform such other duties and powers of the Trustee as are prescribed in this Indenture and to act as Paying Agent hereunder and Zions First National Bank hereby accepts the same and the trusts and duties created hereby and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee. The Agency may appoint additional Paying Agents as shall be reasonably necessary to carry out the provisions of this Indenture.

Section 6.2 Removal and Resignation of Trustee. Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds then outstanding, may remove the Trustee initially appointed or any successor thereto and in such case shall forthwith appoint a successor thereto but any successor shall be a bank or trust company qualified to do business in the State of Utah, having a combined capital, surplus and undivided profits of at least \$50,000,000. The Trustee herein appointed or any substituted Trustee may at any time resign as such in writing filed with the Agency in which event the Agency shall forthwith appoint a substitute Trustee meeting the requirements set forth in the preceding sentence and the resignation shall become effective only upon such appointment. In the event that the Trustee or any successor becomes incapable of acting as such the Agency shall forthwith appoint a substitute Trustee. Any bank or trust company into which the Trustee may be merged or with which it may be consolidated shall become the Trustee without action of the Agency.

#### Section 6.3 Responsibility of Trustee.

(a) The Trustee shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. A Trustee may become the owner of any of the Bonds authorized by this Indenture with the same rights it would have had if it were not the Trustee.

(b) The Trustee shall have a duty or obligation to assist in and/or enforce the collection of or to exercise diligence in the enforcement of the collection of funds assigned to it hereunder, if notified in writing by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then outstanding (exclusive of Bonds, if any, owned by the Agency), and provided indemnification as provided in Section 6.3(j).

(c) The recitals of fact and all promises, covenants, and agreements herein and in the Bonds shall be taken as statements, promises, covenants, and

agreements of the Agency, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of this Indenture or of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon the Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful misconduct.

(d) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys or employees but shall not be answerable for the conduct of the same appointed in accordance with the standard specified herein, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be counsel for the Agency). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(e) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for the validity of the execution by the Agency of this Indenture, any supplemental indenture or of any supplements thereto or instruments of further assurance, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Agency. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

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

(g) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Agency by its Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its

discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Authorized Representative of the Agency under its seal to the effect that a resolution in the form therein set forth has been adopted by the Agency as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal of and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Agency or by any Owners of any Bonds then Outstanding, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the trusts and powers or otherwise in respect of the premises conferred upon the Trustee by this Indenture and any Supplemental Indenture.

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

#### Section 6.4 Permitted Acts and Functions.

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

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

(c) Before taking any action under this Article or Article X, the Trustee may require that an indemnity bond satisfactory to the Trustee be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(d) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(e) If any event of default under this Indenture exists and is continuing, then the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a "prudent man" would exercise or use in the circumstances in the conduct of his own affairs.

(f) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights and powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(g) The resolutions, ordinances, opinions, certificates, and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder and for the taking or omitting to take of any other action required under this Indenture.

Section 6.5 Compensation. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services as provided under this Indenture. The Trustee shall also be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and Registrar for the Bonds.

## ARTICLE VII

### AMENDMENTS AND SUPPLEMENTAL INDENTURES

Section 7.1 Amendments and Supplemental Indentures without Consent of Bondowners. Without notice to or consent of the Owners of any Bonds, the Agency and the Trustee may, from time to time and at any time, enter into such indentures supplemental hereto as shall not be inconsistent with the general terms and provisions hereof (which supplemental indentures shall thereafter form a part hereof), (a) to cure any ambiguity or formal defect or omission in this Indenture or in any supplemental indenture, (b) to grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers, authority, or security that may lawfully be granted to or conferred upon the Bondowners or the Trustee, (c) to make any other reasonable change or modification which is not materially adverse to the interests of the Owners of any of the Bonds Outstanding, and (d) to issue Additional Bonds pursuant to Section 5.5 herein.

Section 7.2 Amendments with Consent of Bondowners. This Indenture, and the rights and obligations of the Agency and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by supplemental indentures entered into by the Agency and the Trustee with the consent of Bondowners holding at least sixty percent (60%) in aggregate principal amount of the Outstanding Bonds affected by such amendment or supplement, exclusive of Bonds, if any, held by the Agency or the City, and obtained as hereinafter set forth; provided, however, that no such modification or amendment shall, without the express consent of the Owner of the Bond affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, modify the pledge of Tax Increment Revenues contained herein or in any then existing Supplemental Indenture, make any Bond redeemable prior to its maturity except as otherwise provided in this Indenture, reduce the premium payable upon redemption, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all of the Bonds of a designated series, and shall not be deemed an infringement of any of the provisions of this Indenture or of the Redevelopment Act, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Indenture, and after such consent relating to such specified matters has been given, no Bondowner, shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the Agency or any officer thereof from taking any action pursuant thereto. If the Agency shall desire to obtain any such consent, it shall cause notice to be mailed to the Owners of the Bonds at their last addresses as shown on the registration books maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Bondowners. Whenever at any time the Agency shall receive an instrument or instruments purporting to be executed by the Owners of not less than sixty percent (60%) in aggregate principal amount of the Bonds affected by such action then Outstanding

(exclusive of Bonds, if any, owned by the Agency or the City), which instrument or instruments shall refer to the proposed supplemental indentures described in such notice, and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Agency and the Trustee may enter into such supplemental indentures in substantially such form without liability or responsibility to any Owner of any Bonds, whether or not such Owner shall have consented thereto. Upon the execution by the Agency and the Trustee of any supplemental indenture pursuant to the provisions of this Section, this Indenture shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Indenture shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such modifications and amendments.

## ARTICLE VIII

### PROCEEDINGS CONSTITUTE CONTRACT

The provisions of this Indenture and of any supplemental indenture supplementing or amending this Indenture shall constitute a contract between the Agency and the Bondowners and the provisions thereof shall be enforceable by the Trustee (or if, after notice as provided herein has been given to the Trustee and the Trustee refuses to undertake enforcement, by the Bondowner) for the equal benefit and protection of all Bondowners similarly situated by mandamus or any other suit, action, or proceeding at law or in equity that is now or may hereafter be authorized under the laws of the State of Utah in any court of competent jurisdiction.

## ARTICLE IX

### DEFEASANCE

If the Agency shall pay or cause to be paid, or shall have made provisions to pay, or there shall have been set aside in trust, funds to pay, to the Owners of the Bonds, the principal, interest, and premium, if any, to become due thereon, then the pledge of the Trust Estate (including the Pledged Revenues) with respect to such Bonds and all other rights granted hereby, shall thereupon cease, terminate and become void and be discharged and satisfied. Bonds for the payment and discharge of which upon maturity or time of prior redemption, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to this Indenture or otherwise to insure the payment thereof, of money sufficient for the purpose or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account of moneys sufficient therefor, including, but not limited to, investment income earned or to be earned on direct obligations of the United States of America or bonds or other obligations for which the full faith and credit of the United States of America are pledged for the payment of principal and interest, shall, as provided herein, no longer be deemed to be Outstanding and unpaid; provided, however, that, if the maturity date or the date for prior redemption of any such Bonds shall not have arrived, provision shall have been made by the Agency by deposit for the payment to the Owner of any such Bonds, upon surrender thereof on or after the applicable date, of the full amount to which they would be entitled by way of principal or interest to the date of such maturity or prior redemption, including in the computation of said full amount any income to be earned by way of investment of said deposit, as provided below, and provision shall have been made by the Agency, for mailing of a notice to the Owners of such Bonds that such moneys are or will be available for such payment. Moneys held for payment in accordance with the provisions of this Section shall be invested in direct obligations of the United States of America, or bonds or other obligations for which the full faith and credit of the United States of America are pledged for the payment of principal and interest, to mature or be withdrawable, as the case may be, not later than the time when needed for such payment.

## ARTICLE X

### DEFAULT PROVISIONS AND REMEDIES

Section 10.1 Events of Default. Each of the following events is hereby declared to constitute an "Event of Default" hereunder:

(a) Failure to make due and punctual payment of the interest and/or principal of, or premium, if any, on, any Bond, whether at the stated maturity thereof or upon proceedings for redemption thereof; or

(b) Failure to perform or observe any other of the covenants, agreements, or conditions on the part of Agency in this Indenture, which failure shall continue for a period of thirty (30) days after written notice from the Trustee specifying such failure and requesting that it be remedied is given to the Agency, unless (i) the Trustee shall agree in writing to an extension of such period prior to its expiration, (ii) during such thirty (30) day period or any extension thereof, the Agency has commenced and is diligently pursuing appropriate corrective action, or (iii) the Agency is by reason of force majeure at the time prevented from performing or observing the agreement or covenant with respect to which it is delinquent or in breach. The term force majeure as used herein means any condition or event beyond the reasonable control of the Agency.

Section 10.2 Remedies. Upon the occurrence of any Event of Default, the Trustee shall have the following enforcement remedies:

(a) The Trustee shall have a right in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order, including mandamus and or specific performance, as may be necessary to require the officials of the Agency to remit Pledged Revenues to meet all requirements of this Indenture, including the right to require the Agency to account as if it were the trustee of an express trust for the owners of the Bonds.

(b) The Trustee may, in addition or as an alternative, pursue any available remedy by suit at law or in equity to enforce the provisions of this Indenture. Any judgment against the Agency shall be enforceable only against the Trust Estate and there shall not be authorized any judgment of any nature against any other funds or properties of the Agency. The Trustee agrees to enforce by mandamus, suit, or other proceeding at law or equity, the covenants and agreements of the Agency.

(c) The Trustee shall have the right to recover all reasonable fees, costs, and economic and compensatory damages (including, but not limited to attorneys' fees).

No remedy provided herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to any Bondowner hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein and such right and power may be exercised as often as may be deemed expedient. Every substantive right and every remedy conferred upon the Trustee or the Bondowners may be enforced and exercised as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by the Trustee or any Bondowner shall affect any subsequent default or breach of duty or contract or shall impair any rights or remedies on said subsequent default or breach.

In case any suit, action, or proceeding to enforce any right or exercise any remedy shall be brought or taken and should said suit, action, or proceeding be abandoned, or be determined adversely to the Trustee or the Bondowners, then, and in every such case, the Trustee and the Bondowners shall be restored to their former positions, rights, and remedies as if such suit, action, or proceeding had not been brought or taken.

Section 10.3 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities, fees, and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the principal of, premium, if any, and interest then due and payable on the Bonds as follows:

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

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

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and, if the

amount available shall not be sufficient to pay in full all the Bonds, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

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

Section 10.4 Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of a majority in aggregate Principal amount of all the Bonds then Outstanding; provided, however, that there shall not be waived (A) any default in the payment of the Principal of any Bonds at the date that a Principal Installment is due, or (B) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of Principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Agency, the Trustee, the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.5 Cooperation of Agency. In the case of any Event of Default hereunder, the Agency shall cooperate with the Trustee and use its best efforts to protect the Registered Owners.

## ARTICLE XI

### MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection, or other instrument required hereby to be executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds, any legal or equitable right, remedy, or claim under or in respect hereto or any covenants, conditions, and provisions herein contained, this Indenture and all of the covenants, conditions, and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds as herein provided.

Section 11.3 Severability. If any covenant agreement, or provision, or any portion thereof, contained in this Indenture, or the application thereof to any person or circumstances, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Indenture and the application of such covenant, agreement, or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected, and this Indenture and the Bonds issued pursuant hereto shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under this Indenture and the Constitution and laws of the State of Utah. If the provisions relating to the appointment and duties of a Trustee or Paying Agent are held to be unconstitutional, invalid, or unenforceable, said duties shall be performed by an appropriate financial officer of the Agency.

Section 11.4 Applicable Laws. This Indenture shall be governed exclusively by the applicable law of the State of Utah.

Section 11.5 Notices. It shall be sufficient service of any notice, request, complaint, demand, or other paper on the Agency if the same shall be duly mailed by first class mail addressed to it at 2600 West Taylorsville Blvd., Taylorsville, Utah 84129, Attention: Chair and Counsel to the Agency, or to such address as the Agency may from time to time file with the Trustee. It shall be sufficient service of any notice or other

paper on the Trustee if the same shall be duly mailed by first class mail or by email or facsimile to it at One South Main Street, Suite 1200, Salt Lake City, Utah 84133, Attention: Corporate Trust Department or to such other address as the Trustee may from time to time file with the Agency.

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

Section 11.7 Immunity of Officers and Directors. No recourse shall be had for the payment of the Principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present, or future officer, or other public official, employee, or agent of the Agency.

Section 11.8 Holidays. If any date for the payment of principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

IN WITNESS WHEREOF, the Agency and the Trustee have caused this Indenture to be executed in their respective names and their respective seals to be hereto affixed and countersigned and attested by their duly authorized officials or officers, all as of the date first above written.

REDEVELOPMENT AGENCY OF  
TAYLORSVILLE CITY, UTAH

(SEAL)

By: \_\_\_\_\_  
Chair

COUNTERSIGN AND ATTEST:

By: \_\_\_\_\_  
Secretary

ZIONS FIRST NATIONAL BANK,  
as Trustee

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

Title: \_\_\_\_\_

EXHIBIT A

(FORM OF SERIES 2013 BOND)

UNITED STATES OF AMERICA  
STATE OF UTAH  
REDEVELOPMENT AGENCY OF TAYLORSVILLE CITY, UTAH  
FEDERALLY TAXABLE SALES TAX REVENUE AND  
TAX INCREMENT REVENUE BONDS,  
SERIES 2013

Registered  
Number R-\_\_\_\_

Registered

Interest Rate

Maturity Date

Original Issue Date

November 1, \_\_\_\_\_

Registered Owner: ZIONS FIRST NATIONAL BANK

Principal Amount: \_\_\_\_\_

The Redevelopment Agency of Taylorsville City, Utah (hereinafter sometimes called the "Agency"), a public body corporate and politic, duly organized and existing under the laws of the State of Utah, for value received, hereby promises to pay (but solely from the funds hereinafter mentioned) to the Registered Owner indicated above, or registered assigns or legal representative, on the Maturity Date set forth above, without presentation and surrender of this bond (except for the final payment due on the Maturity Date) at the principal corporate trust office of Zions First National Bank, in Salt Lake City, Utah (the "Trustee"), the Principal Amount set forth above, with interest thereon (payable solely from said funds), at the Interest Rate per annum set forth hereinabove (except as otherwise provided under the Indenture), said interest payable semiannually on May 1 and November 1 of each and every year, commencing May 1, \_\_\_\_\_, until this Bond is paid, interest being payable by check or draft mailed to or wire transfer submitted to the Registered Owner of record as of the fifteenth day next preceding each interest payment date or, as provided in the hereinafter mentioned Indenture as of any duly established special record date; provided, however, that if at the Maturity Date or prior redemption date of this bond, funds are available for payment thereof, as provided in the Indenture this Bond shall then cease to bear interest. Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Both principal and interest are payable in lawful money of the United States of America which is legal tender for the payment of public and private debts. Interest on this Bond shall accrue from the interest payment date next preceding the date of authentication hereof unless this Bond is authenticated as of an interest payment date, in which event this Bond shall bear interest from such date, or unless, as shown by the records of the Paying Agent, interest on the Series 2013 Bonds, as hereinafter identified, shall be in default, in which

event this Bond shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on the Series 2013 Bonds, in which event this Bond shall bear interest from its Original Issue Date.

This Bond is one of a duly authorized issue of bonds of the Agency designated "Redevelopment Agency of Taylorsville City, Utah Federally Taxable Sales Tax Revenue and Tax Increment Revenue Bonds, Series 2013 (the "Series 2013 Bonds") limited in aggregate principal amount to \$4,350,000, all of like tenor (except for bond numbers and differences, if any, in interest rate and denomination) and all of which have been issued pursuant to and in full conformity with the Constitution and the laws of the State of Utah, particularly Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Section 17C-1-101, et. seq., Utah Code Annotated 1953, as amended, and the Taylorsville Center Point Community Development Project Area Redevelopment Plan (the "Plan") and in connection with the Redevelopment Project contemplated therein for the purpose of (a) financing the acquisition of land and related improvements, including, but not limited to, infrastructure and parking improvements, all in order to promote economic and community development within the Taylorsville Center Point Community Development Project Area (the "Project"), and (b) paying costs associated with the issuance of the Series 2013 Bonds; as more fully described within the mentioned Indenture.

This Bond and the interest thereon are not general obligations or debts of Taylorsville, Utah (the "City"), the State of Utah or any of its political subdivisions and neither said City, said State nor any of its political subdivisions is liable thereon, nor in any event shall this Bond or said interest give rise to a general obligation or liability of said City, said State or any of its political subdivisions or a charge against their general credit or taxing powers, or be payable out of any funds or properties except as payable from the funds of the Agency or City hereinafter mentioned and/or otherwise provided in the Indenture or Pledge Agreement (as defined in the Indenture). This Bond does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Neither the members of the Agency nor any persons executing this Bond are liable personally on this bond by reason of its issuance. The Agency has no taxing power.

All of the Series 2013 Bonds are equally secured in accordance with the terms of the Indenture (including any referenced documents or agreements therein) (the "Indenture") entered into between the Agency and Zions First National Bank (the "Trustee") dated as of November 1, 2013, reference to which is hereby made for a specific description of the security therein provided for the Series 2013 Bonds, for the nature, extent, and manner of enforcement of such security, for the covenants and agreements made for the benefit of the Owners and for a statement of the rights of the Owners; and by the acceptance of this Bond the owner hereof assents to all of the terms, conditions, and provisions of the Indenture. The Indenture is hereby incorporated in its entirety by reference. In the manner and subject to the requirements provided in the Indenture, said Indenture and the rights and obligations of the Agency and of the Owners of the Series 2013 Bonds may (with certain exceptions as stated in the Indenture) be modified or amended with the consent of the Owners of sixty percent (60%) in aggregate

principal amount of outstanding Bonds affected by such amendment, exclusive of the Bonds owned by the Agency or the City. Capitalized terms used in this Bond which are not defined herein but which are defined in the Indenture shall have the respective meanings set forth in the Indenture when used herein.

The principal of this Bond and the interest thereon are secured by an irrevocable and first lien on and pledge of, and are payable solely from, the Pledged Revenues (as such term is defined in the Indenture) all as more particularly set forth in the Indenture.

This Bond shall be registered on the books of the Agency to be kept for that purpose at the office of the Paying Agent in Salt Lake City, Utah, such registration shall be noted hereon, and this Bond shall be transferable only upon said books at said office by the registered owner hereof or by his duly authorized attorney. Such transfers shall be without charge to the owner hereof, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owner requesting such transfer as a condition precedent to the exercise of such privilege. Upon any such transfer, the Agency shall execute and the Paying Agent shall authenticate and deliver in exchange for this Bond a new registered bond or bonds without coupons, of the same maturity, series, and interest rate, registered in the name of the transferee, of Authorized Denominations. The Agency and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether or not this Bond is overdue, for the purpose of receiving payment and for all other purposes, and the Agency and the Paying Agent shall not be affected by any notice to the contrary. The Agency and the Paying Agent shall not be required (a) to issue, transfer, or exchange Bonds from the Record Date through and including the interest payment date; or (b) to transfer or exchange any Bond called for redemption or selected for call for redemption following notice. The Series 2013 Bonds are issuable as registered bonds in the denominations of \$1,000 or any integral multiple thereof.

The Series 2013 Bonds are subject to redemption prior to maturity, at the times and prices and with notice all as provided in the Indenture.

It is hereby recited, certified, and declared that any and all acts, conditions, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Bond exist, have happened, and have been performed in due time, form, and manner as required by the Plan and the Constitution and statutes of the State of Utah.

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

IN WITNESS WHEREOF, the Redevelopment Agency of Taylorsville City, Utah, has caused this Bond to be signed on its behalf by the manual or facsimile signature of its Chair and attested by the manual or facsimile signature of its Secretary and the seal of said Agency to be impressed, imprinted, or reproduced hereon.

REDEVELOPMENT AGENCY OF  
TAYLORSVILLE CITY, UTAH

(SEAL)

By: \_\_\_\_\_  
Chair/President

ATTEST AND COUNTERSIGN:

By: \_\_\_\_\_  
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2013 Bond described in the within mentioned Indenture.

ZIONS FIRST NATIONAL BANK, as  
Trustee

By: \_\_\_\_\_  
Authorized Officer

Date of Authentication: \_\_\_\_\_

ASSIGNMENT

FOR VALUE RECEIVED, \_\_\_\_\_, the undersigned sells, assigns, and transfers unto:

\_\_\_\_\_  
(Social Security or Other Identifying Number of Assignee)

\_\_\_\_\_  
(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney for registration thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Signature Guaranteed:

\_\_\_\_\_

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations, and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

## EXHIBIT B

### DESCRIPTION OF PROJECT

The Project consists of financing the acquisition of land and related improvements, including, but not limited to, infrastructure and parking improvements all to promote economic and community development. The Project may also include any changes or amendments thereto as legally approved by the Issuer, otherwise permitted under the Redevelopment Act, and not in violation of the covenants of this Indenture. Any such change shall not be considered an amendment or supplement to the Indenture.

EXHIBITC

FORM OF REQUISITION

Re: Redevelopment Agency of Taylorsville City, Utah Federally Taxable  
Sales Tax Revenue and Tax Increment Revenue Bonds, Series 2013  
Bonds in the sum of \$ \_\_\_\_\_

Zions First National Bank  
Corporate Trust Department  
One South Main Street, Suite 1200  
Salt Lake City, Utah 84133

You are hereby authorized to disburse from the Development Fund with regard to  
the above-referenced bond issue the following:

REQUISITION NUMBER: \_\_\_\_\_

NAME AND ADDRESS OF PAYEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each obligation, item of cost, or expense mentioned therein has been properly  
incurred, is a proper charge against the Development Fund, has not been the basis of any  
previous withdrawal and payment of such expense is proper under the Redevelopment  
Act and the Redevelopment Plan.

DATED: \_\_\_\_\_

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

Its: \_\_\_\_\_

EXHIBIT D

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions First National Bank  
Corporate Trust Department  
One South Main Street, Suite 1200  
Salt Lake City, Utah 84133

Pursuant to Section 4.6 of the Indenture of Trust dated as of November 1, 2013, you are hereby authorized to pay to the following costs of issuance from the Cost of Issuance Fund:

[See Attached Schedule]

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AUTHORIZED  
REPRESENTATIVE  
REDEVELOPMENT AGENCY OF  
TAYLORSVILLE CITY, UTAH

Costs of Issuance

Payee

Purpose

Amount