

A RESOLUTION OF THE BOARD OF EDUCATION OF DUCHESNE COUNTY SCHOOL DISTRICT, DUCHESNE COUNTY, UTAH, APPROVING THE ISSUANCE OF THE MUNICIPAL BUILDING AUTHORITY OF DUCHESNE COUNTY SCHOOL DISTRICT, UTAH, LEASE REVENUE BONDS; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

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

WHEREAS, the and the Utah Local Government Bonding Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (the "*Utah Code*"), provide that the Issuer may issue and sell its bonds for the purpose of paying the costs of acquiring, improving or extending a project (as such term is defined in the Act), and such bonds shall be secured by a pledge and assignment of the revenues received by the Issuer under the leasing contract (as such term is defined in the Act) with respect to the project financed or refinanced with the proceeds of the sale of such bonds and may be secured by (a) a mortgage (as such term is defined in the Act) covering all or any part of such project, (b) a pledge and assignment of the leasing contract for that project, (c) amounts held in reserve funds or (d) such other security devices with respect to the project as may be deemed most advantageous by the Issuer;

WHEREAS, the Board of Education desires the Issuer, on behalf of the Board of Education, to (A) undertake the construction of a certain project pursuant to the Act consisting of the acquisition, construction and improvement of a new elementary school to replace Altamont Elementary (the "*Project*") and (B) pay costs relating to the issuance and sale of the Bonds;

WHEREAS, the Board of Education (in its capacity as ground lessor) and the Issuer (in its capacity as ground lessee) will, simultaneously with the execution and delivery of the Indenture (defined below), enter into that certain Ground Lease (the "*Ground Lease*"), the form of which is attached hereto as *Exhibit A*, pursuant to which the Board of Education will lease to the Issuer the site on which the Project is located (the "*Project Site*");

WHEREAS, the Issuer and the Board of Education will enter into that certain Amendment to Master Lease Agreement (the "*Lease*"), the form of which is attached hereto as *Exhibit B*,

pursuant to which the Issuer has agreed to sublease the Project Site and lease the Project (the “*School Facilities*”) to the Board of Education, all on the terms and conditions set forth therein;

WHEREAS, pursuant to and in accordance with the provisions of the Act and the Indenture, the Issuer has determined that it is in the best interest of the Issuer, the Board of Education and the District (a) to issue the Issuer’s \$26,000,000 aggregate principal amount of Municipal Building Authority of Duchesne County School District, Utah, Lease Revenue Bonds, to be issued in one or more series (the “*Bonds*”) pursuant to this Resolution and a Supplemental Indenture of Trust (the “*Indenture*”), between the Issuer and the trustee (the “*Trustee*”), the form of which is attached hereto as *Exhibit C*, to provide funds for the purpose of (i) paying a portion of the costs of the acquisition and construction of the Project, and (ii) paying costs of issuance relating to the issuance, sale and delivery of the Bonds, and (b) to lease the Leased Property (as defined in the Lease) to the Board of Education in consideration of certain Base Rentals (as defined in the Lease) and Additional Rentals (as defined in the Lease) to be paid as provided in the Lease, which will be sufficient (so long as the Board of Education extends the term of the Lease for each successive one-year renewal term) to pay the principal of, and premium, if any, and interest on, the Bonds and certain other costs and expenses as provided in the Lease;

WHEREAS, the Issuer desires to secure its payment obligations under the Indenture by executing and delivering an Amendment to Leasehold Deed of Trust, Assignment of Rents and Security Agreement (the “*Deed of Trust*”), attached hereto as *Exhibit F*, for the benefit of the holders of the Bonds;

WHEREAS, the Board of Education desires to provide for continuous compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the “*Code*”), in order to establish and maintain the excludability of interest on the Bonds from gross income of the owners thereof for federal income tax purposes by entering into such tax certificates and other agreements and certificates for such purposes as directed by bond counsel for the issuance of the Bonds;

WHEREAS, in the opinion of the Board of Education and the Issuer, it is in the best interest of the Board of Education, the District and the Issuer that (a) the Secretary of the Issuer (or, in the event of the absence or incapacity of the Secretary, the Superintendent of the District, or in the event of the absence or incapacity of both the Secretary and the Superintendent, the President of the Issuer (collectively, the “*Designated Officer*”)) be authorized to (i) determine whether to pursue a competitive sale, negotiated sale or private purchase for the sale of the Bonds, (ii) if a private purchase is pursued, select a purchaser for the Bonds, (iii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds, (iv) if a negotiated sale is pursued, select an underwriter for the Bonds and (v) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the bonds hereunder and to execute the Indenture (as defined in the Bond Resolution) containing such terms and provisions *provided* that such terms and provisions shall not exceed the limitations set forth in Section 2 herein and (b) the President be authorized to execute and deliver the Official Statement, if any, with respect to the Bonds;

Whereas, the Board of Education has heretofore reviewed and considered the plans, specifications and costs relating to the School Facilities;

Whereas, the Issuer estimated to the Board of Education that the total cost of the School Facilities would be approximately \$66,000,000;

WHEREAS, the Issuer proposes to adopt a Bond Resolution dated as of the date of this Resolution for the Issuance of its Bonds (the "*Bond Resolution*"), attached hereto as *Exhibit E*;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Education of Duchesne County School District, Duchesne County, Utah, as follows:

Section 1. Issuance of the Bonds; Deposit of Proceeds. (a) For the purposes set forth in the recitals hereto, the Board of Education hereby authorizes one or more series of lease revenue bonds of the Issuer to be issued pursuant to the Act and in accordance with and subject to the terms, conditions and limitations established in the Indenture and herein in the aggregate principal amount of not to exceed \$26,000,000 for all series of bonds issued hereunder.

(b) The proceeds of sale of the Bonds shall be deposited as provided in the Indenture and the Lease.

Section 2. Terms of the Bonds. (a) The Bonds shall be dated as of their date of original issuance and delivery (the "*Dated Date*"), shall mature on the dates and in the principal amounts, and shall bear interest from their Dated Date, payable at the interest rates provided in the Indenture. The Bonds shall be issued in authorized denominations and shall be executed and payable as provided in the Indenture.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this Resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the aggregate principal amount of the Bonds; *provided* that the aggregate principal amount of all series of Bonds issued hereunder shall not exceed \$26,000,000;

(ii) the dated date or dates, the maturity date or dates and principal amount of each maturity and each series of the Bonds to be issued; *provided, however*, that the final maturity of any Bond shall not be later than 21 years from its dated date;

(iii) the interest rate or rates of the Bonds, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 6.00% per annum;

(iv) the sale of the Bonds to the purchaser or purchasers of the Bonds and the purchase price or prices to be paid by each purchaser for the Bonds; *provided, however*, that the discount from par of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

- (v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;
- (vi) the optional redemption date or dates of the Bonds, if any;
- (vii) the use and deposit of the proceeds of each series of Bonds; and
- (viii) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Resolution.

The Designated Officer shall make such determinations as provided above and shall execute an Indenture for each series of Bonds sold and issued hereunder containing such terms and provisions of the Bonds, which execution shall be conclusive evidence of the actions or determinations of the Designated Officer as to the matters stated therein. The provisions of each Indenture shall be deemed to be incorporated in Section 2 hereof and shall be deemed to be a part of this Resolution.

The Business Administrator is hereby authorized and empowered to execute and deliver a bond purchase agreement, if any, for each series of Bonds sold and issued hereunder, which is hereby authorized and approved, with such changes therein as are not inconsistent with this Resolution and as are approved by the Business Administrator, his or her execution thereof to constitute conclusive evidence of such approval.

(c) The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(d) The Bonds and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the forms set forth in the Indenture, which forms are hereby incorporated herein by this reference, and the provisions for the signatures, authentication, payment, places of payment, medium of payment, transfer, exchange, registration, number and other provisions thereof, to the extent not provided herein, shall be as set forth in the Indenture as finally executed and are hereby approved and hereby incorporated herein by this reference. The form of the Bonds, submitted to this meeting as part of the recitals to the Indenture, subject to appropriate insertion and revision in order to comply with the provisions of the Indenture be, and the same hereby is, approved, and when the same shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this Resolution in the aggregate principal amount herein provided, they shall represent the approved form of the Bonds of the Issuer.

(e) Upon the occurrence of an Event of Nonappropriation (as such term is defined in the Lease) or an Event of Default under the Lease or the Indenture, the Trustee shall be entitled to exercise such rights and remedies (including but not limited to the appointment of a receiver) as are provided in the Indenture or as are otherwise provided to the Issuer under the Act or other applicable law; *provided, however*, that no deficiency judgment upon foreclosure of the lien of the Indenture may be entered against the Issuer, the Board of Education, the State of Utah or any political subdivision of the State of Utah, except as otherwise expressly provided in the Indenture and as permitted by the Act.

Section 3. Limited Obligations. The Bonds, together with the interest and premium, if any, thereon, are not general obligations of the Issuer but are limited obligations and, except for the security provided by the Indenture, pursuant to Section 17D-2-504 of the Act, are payable solely out of Base Rentals (and Additional Rentals to the extent necessary to replenish the Reserve Fund) received by the Trustee under the Lease and certain other amounts received under the Indenture. Nothing in this Resolution, the Indenture or the Bonds shall be construed as requiring the State of Utah or any political subdivision of the State of Utah to pay any of the Bonds or to pay any of the premium (if any) or interest thereon or to appropriate any money to pay the same. Pursuant to Section 17D-2-504 of the Act and the Indenture, the Bonds shall be secured by the Trust Estate, which is specifically pledged, mortgaged, hypothecated, assigned and otherwise secured in the Indenture, subject to Permitted Encumbrances, for the equal and ratable payment of the Bonds and any bonds hereafter issued on a parity with the Bonds under the Indenture and shall be used for no other purpose than to pay the principal of, and premium, if any, and interest on, the Bonds and such additional parity bonds, except as may be otherwise expressly authorized in the Indenture. Neither the full faith and credit nor the taxing powers of the State of Utah or any political subdivision of such State is pledged to the payment of the principal of, or premium, if any, or interest on, the Bonds or other costs appertaining thereto. The Bonds and the interest and premium, if any, thereon do not now and shall never constitute an indebtedness of the Issuer, the Board of Education, the State of Utah or any political subdivision of such State within the meaning of any State constitutional provision or limitation nor give rise to or be a general obligation or liability of nor a charge against the general credit or taxing powers of the State of Utah or any political subdivision of the State of Utah. No breach of any covenant or agreement in the Indenture or the Lease shall impose any general obligation or liability upon, nor a charge against, the Board of Education or the general credit or taxing power of the State of Utah or any of its political subdivisions. THE OBLIGATION OF THE BOARD OF EDUCATION TO PAY BASE RENTALS AND OTHER AMOUNTS UNDER THE LEASE IS ANNUALLY RENEWABLE AS PROVIDED THEREIN. THE OBLIGATION OF THE BOARD OF EDUCATION TO MAKE SUCH PAYMENTS WILL NOT CONSTITUTE A DEBT OF THE BOARD OF EDUCATION, THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE ISSUANCE OF THE BONDS NOR THE EXECUTION AND DELIVERY OF THE LEASE DIRECTLY OR CONTINGENTLY OBLIGATE THE BOARD OF EDUCATION TO APPROPRIATE ANY MONEY TO PAY ANY RENTALS UNDER THE LEASE OR TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE BOARD OF EDUCATION'S THEN CURRENT FISCAL YEAR OR OBLIGATE THE STATE OF UTAH OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE BOARD OF EDUCATION TO THE EXTENT PROVIDED IN THE LEASE) TO PAY ANY RENTALS DUE TO THE ISSUER UNDER THE TERMS OF THE LEASE. NO PERSON EXECUTING THE BONDS OR THE LEASE SHALL BE SUBJECT TO PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE OF THE BONDS OR THE EXECUTION OF THE LEASE.

Section 4. Authorization to Execute and Deliver Operative Agreements. The forms, terms and provisions of the Ground Lease, the Lease, the Deed of Trust and the Indenture (the "*Operative Agreements*") are hereby approved in substantially the forms presented at this meeting and attached hereto, with such insertions, omissions and changes as shall be approved by the Issuer as provided in the Bond Resolution and, to the extent that the Board of Education is a party to any such document, the President of the Board of Education, the execution of such documents by the Issuer and President of the Board of Education being conclusive evidence of such approval. The appropriate officers of the Issuer are hereby authorized and directed to execute, attest and

countersign, the Indenture and each of the other Operative Agreements to which the Issuer is a party and to affix or imprint the seal of the Issuer thereon. The President of the Board of Education is hereby authorized and directed to execute and the Business Administrator of the District to attest and countersign the Lease and each of the other Operative Agreements to which the Board of Education is a party, and the Business Administrator of the District is hereby authorized and directed to affix or imprint the seal of the Board of Education.

Section 5. Approval of Sale of the Bonds. (a) The Bonds are hereby authorized to be sold to the Purchaser, on the terms and conditions set forth in the Indenture and, if applicable, the Purchaser Contract (defined below); *provided* that such terms shall not exceed the limitations set forth in Section 2 herein.

(b) The Bonds shall be delivered to the Purchaser and the proceeds of sale thereof applied as provided in the Indenture and, if applicable, the Purchaser Contract.

(c) In the event the Designated Officer determines to pursue a negotiated sale for the sale of the Bonds, a Bond Purchase Contract (the "*Purchase Contract*"), the form of which is attached hereto as *Exhibit H*, among the Issuer, the Board of Education and the Purchaser, is hereby approved with such insertions, omissions and changes as shall be approved by the President, the execution of such documents by the President being conclusive evidence of such approval. The President is hereby authorized to execute and the Business Administrator to attest the Purchase Contract.

(d) The President is hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and the Business Administrator is hereby authorized, empowered and directed to attest such execution and to countersign, and to affix the seal of the Issuer.

Section 6. Other Actions with Respect to the Bonds and the Project. The officers and employees of the Board of Education shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, the execution and delivery of the Operative Agreements, and the acquisition, construction and lease of the Project, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds and the execution and delivery of the Indenture. If the President of the Board of Education or the Business Administrator of the District shall be unavailable to execute, countersign or attest (as applicable), any of the Operative Agreements and/or the other documents that they are hereby authorized to execute, countersign and attest, the same may be executed, countersigned and attested (as applicable) by the Vice President of the Board of Education or by any member of the Board of Education, respectively.

Section 7. Arbitrage Covenant; Covenant to Maintain Tax Exemption. (a) The President of the Board of Education and Business Administrator of the District are each hereby authorized and directed to execute such Bonds as shall be necessary to establish that (i) the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations, (ii) the Bonds are not and will not become "private activity bonds" within the meaning of Section 141

of the Code, (iii) all applicable requirements of Section 149 of the Code are and will be met, (iv) the covenants of the Board of Education contained in this Section 8 will be complied with and (v) interest on the Bonds is not and will not become includible in gross income of the owners thereof for federal income tax purposes under the Code and applicable Regulations.

(b) The Board of Education further covenants and agrees to and for the benefit of the purchasers and owners from time to time of the Bonds that:

(i) it will at all times comply with the provisions of any Bonds;

(ii) it will at all times comply with the rebate requirements contained in Section 148(f) of the Code and the Regulations, including, without limitation, the entering into any necessary rebate calculation agreement to provide for the calculations of amounts required to be rebated to the United States, the keeping of records necessary to enable such calculations to be made, the creation of any rebate fund to provide for the payment of any required rebate and the timely payment to the United States of all amounts, including any applicable penalties and interest, required to be rebated, except to the extent that the Bonds are not subject to such arbitrage rebate requirements;

(iii) no use will be made of the proceeds of the issue and sale of the Bonds, or any funds or accounts of the Issuer that may be deemed to be proceeds of the Bonds, pursuant to Section 148 of the Code and applicable Regulations, which use, if it had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code;

(iv) it will not use or permit the use of any of its facilities or properties in such manner that such use would cause the Bonds to be “private activity bonds” described in Section 141 of the Code;

(v) no bonds or other evidences of indebtedness of the Issuer (other than the Bonds) have been or will be issued, sold or delivered within a period beginning fifteen (15) days prior to the sale of the Bonds and ending fifteen (15) days following the delivery of the Bonds, other than the Bonds;

(vi) it will not take any action that would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code, nor will it omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Bonds to be or to become ineligible for the exclusion from gross income of the owners of the Bonds as provided in Section 103 of the Code; and

(vii) it acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Issuer is treated as the “taxpayer” in such examination and agrees that it will cooperate with the Issuer in responding in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

Section 8. Continuing Disclosure Undertaking. The President is hereby authorized, empowered and directed to execute and deliver, and the Business Administrator to countersign and attest, the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”), in substantially the same form as now before the Issuer and attached hereto as *Exhibit G*, or with such changes therein as the President shall approve, his or her execution thereof to constitute conclusive evidence of his or her approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Issuer as herein provided, the Continuing Disclosure Undertaking will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Undertaking.

Section 9. Preliminary Official Statement; Official Statement. (a) The Official Statement, if any, of the Issuer, in substantially the form attached hereto as *Exhibit D*, is hereby authorized with such changes, omissions, insertions and revisions as the Business Administrator shall deem advisable, including the completion thereof with the information established at the time of the sale of the Bonds by the Designated Officer and set forth in the Indenture. The Business Administrator shall deliver the Official Statement for distribution to prospective purchasers of the Bonds and other interested persons.

(b) The use and distribution of the Official Statement, if any, in preliminary form (the “*Preliminary Official Statement*”), is hereby authorized and approved, with such changes, omissions, insertions and revisions as the Business Administrator shall deem advisable. The President and the Business Administrator are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to deem final the Preliminary Official Statement within the meaning and for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, subject to completion thereof with the information established at the time of the sale of the Bonds. The President and the Business Administrator are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Bonds, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 10. Filing of Resolution. The Business Administrator of the District, as Secretary of the Issuer, is hereby authorized and directed to file a certified copy of this Resolution in the records of the Issuer promptly following the adoption hereof.

Section 11. Resolution Irrepealable. After any of the Bonds are delivered by the Trustee to the Underwriter upon receipt of payment therefor, this Resolution shall be and remain

irrepealable until the Bonds and interest thereon shall have been fully paid, canceled and discharged.

Section 12. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 13. Conflicting Resolutions. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 14. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

(Signature page follows.)

ADOPTED AND APPROVED by the Board of Education of Duchesne County School District,
Duchesne County, Utah, this February 6, 2025.

BOARD OF EDUCATION OF DUCHESNE COUNTY
SCHOOL DISTRICT, DUCHESNE COUNTY,
UTAH

By _____
President

[SEAL]

ATTEST AND COUNTERSIGN:

By _____
Business Administrator

EXHIBIT A

[GROUND LEASE]

EXHIBIT B

[AMENDMENT TO MASTER LEASE AGREEMENT]

EXHIBIT C

[SUPPLEMENTAL INDENTURE OF TRUST]

EXHIBIT D

[OFFICIAL STATEMENT]

EXHIBIT E

[BOND RESOLUTION OF THE ISSUER]

EXHIBIT F

[AMENDMENT TO DEED OF TRUST]

EXHIBIT G

[CONTINUING DISCLOSURE UNDERTAKING]

EXHIBIT H

[PURCHASE CONTRACT]