

Lindon, Utah

October 16, 2023

The City Council (the “Council”) of Lindon City, Utah (the “City”), met in regular public session at the regular meeting place of the Council in Lindon, Utah, on Monday, October 16, 2023, at the hour of 5:15 p.m., with the following members of the Council being present:

Carolyn Lundberg	Mayor
Van Broderick	Councilmember
Jake Hoyt	Councilmember
Daril Magleby	Councilmember
Randi Powell	Councilmember
Mike Vanchiere	Councilmember

Also present:

Adam Cowie	City Administrator
Kathy Moosman	City Recorder
Kristen Colson Aaron	Finance Director

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, there was presented to the City Council a Certificate of Compliance with Open Meeting Law with respect to this October 16, 2023, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION No. 2023-19-R

A RESOLUTION OF THE CITY COUNCIL OF LINDON CITY, UTAH (THE “CITY”), AUTHORIZING THE FORM OF AN INTERLOCAL SALES TAX PLEDGE AGREEMENT (THE “SALES TAX AGREEMENT”) AND THE ISSUANCE OF THE CITY OBLIGATION (AS DEFINED HEREIN) CREATED THEREUNDER; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE CITY OBLIGATION, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE CITY OBLIGATION MAY MATURE, AND THE MAXIMUM INTEREST RATE WHICH THE CITY OBLIGATION MAY BEAR; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE FORM OF THE SALES TAX AGREEMENT, A SUPPLEMENTAL INDENTURE, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; ACKNOWLEDGING THE ISSUANCE AND SALE BY THE LINDON CITY REDEVELOPMENT AGENCY, UTAH OF TAX INCREMENT AND SALES TAX REVENUE BONDS, SERIES 2023; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “Redevelopment Act”), the City is authorized to grant or contribute funds to the Redevelopment Agency of Lindon City, Utah (the “Agency”), for redevelopment projects; and

WHEREAS, a project area plan (the “CDA Plan”) for the Lindon 700 North Community Development Area as described in the CDA Plan (the “700 North Project Area”) has heretofore been adopted and approved and all requirements of law for, and precedent to, the adoption and approval of said Redevelopment Plan have been duly complied with; and

WHEREAS, in order to (i) finance certain costs and improvements within the 700 North Project Area, including the purchase of land and related improvements (the “Series 2023 Project”), (ii) fund a debt service reserve fund (if necessary) and (iii) pay costs associated with the issuance of the Series 2023 Bonds, the Agency is issuing its Tax Increment and Sales Tax Revenue Bonds, Series 2023 (or such other name and series designation determined by the Agency) (the “Series 2023 Bonds”) under the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended; and

WHEREAS, the City desires to pledge certain sales tax moneys to be received by the City to assist in repaying the Series 2023 Bonds to the extent other revenues are insufficient therefor pursuant an Interlocal Sales Tax Pledge Agreement by and between the City and the Agency (the “Sales Tax Agreement”), a copy of which is attached hereto as Exhibit B;

WHEREAS, the City desires to treat the pledge of sales tax revenues by the City under the Sales Tax Agreement (the “City Obligation”) as a bond for purposes of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code (the “Bond Act”); and

WHEREAS, the City Obligation created under the Sales Tax Agreement shall be issued under and pursuant to the Bond Act, a General Indenture of Trust dated as of May 1, 2005, as amended and supplemented, and as further supplemented by a Supplemental Indenture of Trust (together, the “Sales Tax Indenture”) in substantially the forms and attached hereto as Exhibit C, and all other laws thereunto pertaining; and

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

WHEREAS, the City desires to call a public hearing for this purpose and publish a notice of such hearing with respect to the City Obligation, which is to be treated as a bond for purposes of the Bond Act, including a notice of bonds to be issued, in compliance with the Bond Act; and

WHEREAS, the Series 2023 Bonds shall be limited obligations of the Agency and shall be payable solely from the Revenues (as defined in the Sales Tax Indenture), as applicable, including the revenues derived from City as described in the Sales Tax Agreement;

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

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

Section 2. For the purpose of (a) financing or reimbursing a portion of the Project, (b) funding a reserve fund, if necessary (with respect to the 2023 Bonds), and (c) paying costs of issuance of the Series 2023 Bonds, the City hereby acknowledges the issuance of the Series 2023 Bonds by the Agency which shall be designated “Lindon City Redevelopment Agency, Utah Tax Increment and Sales Tax Revenue Bonds, Series 2023” (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Agency) in the aggregate principal amount of not to exceed \$5,000,000.

Section 3. The principal amount of the City Obligation shall not exceed an aggregate principal amount of \$5,000,000. The City Obligation shall mature in not more than twenty (20) years from its date or dates, shall bear interest at a rate or rates of not to exceed six and one-half percent (6.50%) per annum, as shall be approved by the Designated Officer, all within the parameters set forth herein. The Series 2023 Bonds (repayment of which is secured by the City Obligation) shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof.

Section 4. Upon execution of the Sales Tax Agreement, the City Obligation will constitute a limited obligation of the City payable solely from and to the extent of the sources set

forth in the Sales Tax Agreement. No provision of this Resolution or the Sales Tax Agreement, or any other instrument, shall be construed as creating a general obligation of the State of Utah or any political subdivision thereof, other than the City.

Section 5. The City will hold a public hearing on November 20, 2023 to receive input from the public with respect to (a) the Sales Tax Agreement and Indenture in connection therewith the issuance of the City Obligation, which is to be considered a bond for purposes of the Bond Act and (b) the potential economic impact that the improvements to be financed with the proceeds of the Series 2023 Bonds (repayment of which is secured by the City Obligation) will have on the private sector, which hearing date was not less than fourteen (14) days after notice of the public hearing was posted as a Class A notice under Section 63G-30-102, Utah Code Annotated, 1953, as amended, (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City’s official website (iii) and in a public location within the Issuer that is reasonably likely to be seen by residents of the Issuer. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer’s offices, for public examination during the regular business hours of the City until at least thirty (30) days from and after the posting thereof. The City directs its officers and staff to post a “Notice of Public Hearing and Bonds to be Issued” in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on October 16, 2023, the City Council (the “City Council”) of Lindon City, Utah (the “City”), adopted a resolution (the “Resolution”) in which it authorizes (i) the form of an Interlocal Sales Tax Agreement (the “Sales Tax Agreement”) by and between the City and the Lindon City Redevelopment Agency, Utah (the “Agency”) for the repayment of Agency’s Tax Increment and Sales Tax Revenue Bonds, Series 2023 (the “Bonds”), (ii) the creation of an obligation of the City under the Sales Tax Agreement (the “City Obligation”), and (iii) holding a public hearing to receive input from the public with respect to (a) the Sales Tax Agreement and in connection therewith the issuance of the City Obligation and (b) any potential economic impact that the Project described herein to be financed with the proceeds of the Bonds (repayment of which is secured by the City Obligation) may have on the private sector.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The City shall hold a public hearing on November 20, 2023, at the hour of 5:15 p.m. at 100 North State Street, Lindon, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the Sales Tax Agreement and in connection therewith, the issuance of the City Obligation and (b) any potential economic impact that the Project to be financed with the proceeds of the Bonds (repayment of which is secured by the City Obligation) may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds (repayment of which is secured by the City Obligation) will be issued by the Agency for the purpose of (a) financing certain costs and improvements, including the purchase of land and all related improvements within the 700 North Community Development Area (the “CDA Project”) as permitted under the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended, (b) funding a reserve fund, if necessary, and (c) paying costs of issuance. The City Council of the City has elected to treat the City Obligation as a bond for purposes of Title 11, Chapter 14 of the Utah Code.

PARAMETERS OF THE OBLIGATION

City intends that the aggregate principal amount of the City Obligation shall not exceed \$5,000,000. The City Obligation shall mature in not more than twenty (20) years from its date or dates and shall bear interest at a rate or rates of not to exceed six and one-half percent (6.50%) per annum, as shall be approved by the Designated Officer, all within the parameters set forth herein. The Bonds (repayment of which is secured by the City Obligation) shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof. The City Obligation is to be issued pursuant to the Resolution, including as part of said Resolution, the Sales Tax Agreement, a General Indenture of Trust dated as of May 1, 2005, as amended and supplemented, and as further supplemented by a Supplemental Indenture of Trust (collectively, the “Sales Tax Indenture”) which were before the Council at the time of the adoption of the Resolution and said

Sales Tax Indenture is to be executed by the City in such form and with such changes thereto as shall be approved by the City; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2023 Bonds will not exceed the maximums set forth above.

REVENUES TO BE PLEDGED

The City proposes to pledge 100% of the sales and use tax revenues received by the City pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of Utah Code Annotated 1953, as amended, to the payment of the City Obligation.

OUTSTANDING BONDS SECURED BY REVENUES

Other than the proposed City Obligation, the City currently has \$5,235,000 principal amount of bonds outstanding secured by Revenues.

OTHER OUTSTANDING BONDS OF THE CITY

Information regarding all of the City's outstanding bonds may be found in the City's audited financial report (the "Financial Report") at: <https://reporting.auditor.utah.gov/searchreports/s/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Kristen Colson Aaron, Finance Director (801) 785-5043

TOTAL ESTIMATED COST OF BONDS

Based on the Agency's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the 2023 Bonds is estimated at approximately \$7,637,422.50. Due to the nature of the City Obligation under the Sales Tax Agreement, which is being issued by City for repayment of the Bonds, the total principal and interest cost thereof is expected to correspond with the total principal and interest cost of the Bonds described in the foregoing sentence.

A copy of the Resolution, the Indenture, and the Sales Tax Agreement are on file at 100 North State Street, Lindon, Utah, where they may be examined during regular business hours from 9:00 a.m. to 5:00 p.m. for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the first date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Sales Tax Indenture, the Sales Tax Agreement (but only as it relates to the City Obligation), or the City Obligation, or any provision made for the security and payment of the City Obligation, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this October 16, 2023.

/s/ Kathy Moosman

City Recorder

Section 6. The City hereby reserves the right to opt not to execute the Sales Tax Agreement or issue the City Obligation for any reason.

Section 7. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by the officers of the City directed toward the issuance of the Bonds are hereby ratified, approved and confirmed.

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

APPROVED AND ADOPTED this October 16, 2023.

LINDON CITY, UTAH

(SEAL)

By: _____
Carolyn O. Lundberg, Chair

ATTEST:

By: _____
Kathy Moosman, City Recorder

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

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

Carolyn O. Lundberg, Chair

ATTEST:

Kathy Moosman, City Recorder

(SEAL)

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

I, Kathy Moosman, the duly appointed and qualified City Recorder of Lindon City, Utah (the “City”), do hereby certify:

(a) The foregoing pages are a true, correct and complete copy of a resolution duly adopted by the City Council of the City (the “City Council”) had and taken at a lawful regular meeting of said City Council held at the City’s offices in Lindon, Utah, on October 16, 2023 (the “Resolution”), commencing at the hour of 5:15 p.m., as recorded in the regular official book of the proceedings of the City Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

(b) I further certify that the Resolution, with all exhibits attached, was deposited in my office on October 16, 2023, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued was posted no less than fourteen (14) days before the public hearing date as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended: (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (i) on Lindon City’s official website, and (b) in a public location within the City that is reasonably likely to be seen by residents of Lindon City.

(c) All members of said City Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this October 16, 2023.

(SEAL)

By: _____
Kathy Moosman, City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Kathy Moosman, the undersigned City Recorder of Lindon City, Utah (the “City”), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the October 16, 2023, public meeting held by the City Council of the City (the “City Council”), as follows:

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

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

(c) By causing a Notice, in the form attached hereto as Schedule 1, to be posted on the City’s official website at least twenty-four (24) hours prior to the convening of the meeting; and

In addition, the Notice of 2023 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted in December 2022 at the principal office of the City Council, (ii) posted to the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year and (iii) provided to at least one newspaper of general circulation within the Agency either directly or through the newspaper’s subscription to the Utah Public Notice Website (<http://pmn.utah.gov>).

(SEAL)

By: _____
Kathy Moosman, City Recorder

SCHEDULE 1

NOTICE OF MEETING

EXHIBIT B

SALES TAX AGREEMENT

INTERLOCAL SALES TAX PLEDGE AGREEMENT

This INTERLOCAL SALES TAX PLEDGE AGREEMENT (the “Agreement”) is entered into as of _____, 2023, by and between LINDON CITY, UTAH, (the “City”) a municipal corporation and political subdivision of the State of Utah and the LINDON CITY REDEVELOPMENT AGENCY, UTAH (the “Agency”), a redevelopment agency existing under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Redevelopment Act”).

WITNESSETH:

WHEREAS, the Agency has been established by the City for the purpose of redeveloping and developing certain areas within the City in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, pursuant to the Redevelopment Act and other provisions of law of the State of Utah, the City and the Agency may enter into an agreement whereby the City may grant or contribute funds to the Agency for economic development; and

WHEREAS, the City and the Agency have previously authorized the establishment of the Lindon 700 North Community Development Area (the “Project Area”); and

WHEREAS, pursuant to the terms of a General Indenture of Trust and a First Supplemental Indenture, each dated as of _____, 2023 (collectively, the “RDA Indenture”), and each by and between the Lindon City Redevelopment Agency, Utah (the “Agency”) and U.S. Bank Trust Company, National Association (the “Trustee”), the Agency intends to issue its Tax Increment and Sales Tax Revenue Bonds, Series 2023 (the “Series 2023 Bonds”) for the purpose of (i) financing certain costs and improvements, including the purchase of land and related improvements within the Project Area (the “Project”) and (ii) paying the costs associated with the issuance of the Series 2023 Bonds; and

WHEREAS, a portion of the Series 2023 Bonds are payable from sales tax revenues (the “Sales Tax Revenues”) the City collects under Title 59, Chapter 12, Part 2 of the Utah Code Annotated 1953, as amended (the “Utah Code”); and

WHEREAS, the City is authorized to issue sales tax bonds and may from time to time (collectively, the “Sales Tax Bonds”) pursuant to a General Indenture of Trust dated as of May 1, 2005 (as may be supplemented and amended, the “Sales Tax Indenture”) by and between the City and the Trustee; and

WHEREAS, the Utah Interlocal Cooperation Act (the “Interlocal Cooperation Act”), Title 11, Chapter 13, Utah Code provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share taxes and other revenues to accomplish their stated objectives; and

WHEREAS, the City has agreed to enter into this Agreement with the Agency to pledge the Sales Tax Revenues to the Series 2023 Bonds to pay any amounts owed on the Series 2023 Bonds, which pledge is on a parity with payment by the City of the Sales Tax Bonds; and

WHEREAS, the debt service on the Series 2023 Bonds is set forth in Exhibit A hereto; and

WHEREAS, this Agreement and the obligation and pledge of the Sales Tax Revenues hereunder shall constitute an Additional Bond under and as defined in the Sales Tax Indenture and such obligation and pledge shall terminate only upon payment of the Series 2023 Bonds in full [and payment of all amounts owed the insurer of such Bonds]; and

WHEREAS, the City and the Agency have found and determined that the pledge of the Sales Tax Revenues is essential to the issuance of the Series 2023 Bonds, is in the best proprietary and business interests of the City and will promote the health, safety and welfare of the City and its inhabitants by reducing the debt service and related costs of the Series 2023 Bonds; and

NOW, THEREFORE, in consideration of the mutual promises, the covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

Section 1. The Agency agrees that upon issuance of the Series 2023 Bonds it will use the net proceeds of such Series 2023 Bonds to finance the Series 2023 Project, fund any necessary reserve funds, pay capitalized interest, and pay costs of issuance.

Section 2. The City and the Agency, as applicable, agree as follows:

(a) Pursuant to Section 17C-1-207 and Section 17C-1-409 of the Redevelopment Act, the City agrees to assist the Agency in repaying the Series 2023 Bonds, and in furtherance of such agreement, hereby irrevocably grants a pledge on the Sales Tax Revenues received from and after the date of execution hereof to the Agency for the purpose of payment of the Series 2023 Bonds pursuant to the Sales Tax Indenture.

(b) The City covenants that it will continue to impose the taxes constituting the Sales Tax Revenues until all of the Series 2023 Bonds have been paid. While any of the Series 2023 Bonds remain outstanding and unpaid, any ordinance, resolution or other enactment of the City, implementing the taxes constituting the Sales Tax Revenues or transferring the revenues therefrom to the Agency for the payment of the Series 2023 Bonds shall not be amended or modified in any manner which would materially impair the rights of the holders of the Series 2023 Bonds or which would in any way materially jeopardize the timely payment of principal or interest when due. The City currently does not anticipate that it will reduce the rate of or repeal the imposition of the taxes from which the Sales Tax Revenues are derived. However, the parties hereto recognize that the State

legislature may reduce the maximum rate of such taxes. The City covenants that it will account for the Sales Tax Revenues separate and apart from the other funds of the City, and take such other actions as may be necessary to maintain the perfected security interest in the Sales Tax Revenues created for the benefit of the Agency and the holders of the Series 2023 Bonds herein. To the extent necessary to provide for the timely payment of the principal and interest on the Series 2023 Bonds, the City shall pay to the Agency for payment to the Trustee such amounts from the Sales Tax Revenues as shall be needed to make such payments.

(c) The Agency will account for the Sales Tax Revenues separate and apart from other funds of the Agency and will transfer the Sales Tax Revenues to the Trustee for payment of the Series 2023 Bonds consistent with the terms of the RDA Indenture.

(d) All books, instruments and documents in the Agency's and the City's possession relating to the Project, the Tax Increment Revenues, and the Sales Tax Revenues shall be open to inspection at all times during the City's regular business hours by any accountants or other agents of the Trustee which the Trustee may designate from time to time.

(e) The Sales Tax Revenues are hereby allocated and pledged as described above, to the payment of the Series 2023 Bonds and until all of the Series 2023 Bonds and all interest thereon have been paid (or until moneys for that purpose have been irrevocably set aside) the Sales Tax Revenues (except as otherwise specifically provided in the RDA Indenture and this Agreement) shall next be applied to the payment of the Series 2023 Bonds, the interest thereon, and premium, if any, then due as provided in the RDA Indenture, and then any other purpose permitted by law.

(f) [At least _____ () days prior to each Interest Payment Date (as defined in the RDA Indenture), the Agency shall notify the City in writing (i) the extent, if any, by which Debt Service (as defined in the RDA Indenture) exceeds amounts on deposit in the Bond Fund for the Series 2023 Bonds and (ii) the amount, if any, necessary to restore the Series 2023 Debt Service Reserve Account to the Reserve Requirement (collectively, the "Revenue Shortfall").

(g) Subject to the conditions of (f) above, at least _____ () days prior to each Interest Payment Date (as defined in the RDA Indenture), the City agrees to remit Sales Tax Revenues to the Agency in an amount equal to the Revenue Shortfall.]

(h) Once the City and Agency have remitted to the Trustee sufficient moneys for principal and/or interest payments on the Series 2023 Bonds then due as required by the RDA Indenture, and assuming that all payments then due with respect to the Series 2023 Bonds have been paid and are current, any Sales Tax Revenues then held by the Agency or the City may, subject to the lien of any other obligations, be released to the City for its use for any lawful purpose.

Section 3. The City and the Agency recognize that the intent of the parties hereto is to use the tax increment revenues from the Project Area (the “Agency Revenues”) to the extent available, to pay or repay to the City amounts sufficient to pay amounts due with respect to the Series 2023 Bonds. In furtherance thereof, the Agency agrees to deposit with the City as such Agency Revenues become available to the Agency, all such Agency Revenues in excess of amounts required to pay the Series 2023 Bonds such that the City will have, to the extent available, sufficient Agency Revenues to pay or immediately reimburse the City for having paid, amounts to the Agency for the payment of the Series 2023 Bonds.

Section 4. The Agency agrees to apply such Sales Tax Revenues received pursuant to this Agreement to the payment of the Series 2023 Bonds or amounts owed to the insurer of such Bonds (including by pledging such amounts to the Trustee).

Section 5. Nothing contained in this Agreement shall be construed to create a general obligation liability of the City. The obligations hereunder and under the Series 2023 Bonds shall not be a debt of the City pursuant to any constitutional or statutory debt limitations, and the issuance of the Series 2023 Bonds and the execution of this Agreement shall not require the City to levy any form of taxation or to appropriate any moneys for the payment of the Series 2023 Bonds or amounts otherwise due under this Agreement (it being understood that this Section shall not limit the obligation of the City to levy and pay the Sales Tax Revenues to the Trustee as provided under the Sales Tax Indenture and hereunder).

Section 6. This Agreement shall be effective upon the date it is executed by both parties and filed with the keeper of the records of each party. The obligation and pledge of this Agreement shall terminate at such time as the Series 2023 Bonds are no longer outstanding and all amounts have been paid to the insurer of the Series 2023 Bonds. The City agrees it shall not replace the Trustee under the Sales Tax Indenture or the RDA Indenture unless such replacement agrees to assume the obligations of the Trustee hereunder.

Section 7. The City’s obligation to make such payments and to perform and observe the other agreements and covenants on its part contained in this Agreement shall be absolute and unconditional, and shall not be limited or reduced by any rights of set off, recoupment or counterclaim it might otherwise have against the Trustee or any holder of the Bonds.

Section 8. So long as the Series 2023 Bonds are outstanding under the RDA Indenture, the Trustee shall be an express third-party beneficiary of this Agreement. This Agreement shall not be amended without the prior written consent of the Trustee, which consent shall not be unreasonably withheld or delayed.

Section 9. This Agreement creates a valid and binding pledge and assignment of, and security interest in, all of the Sales Tax Revenues pledged hereunder in favor of the Agency, as security for payment of the Series 2023 Bonds, enforceable by the Agency, as its interests may appear, in accordance with the terms hereof.

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

This Agreement also creates a valid and binding pledge and assignment of, and security interest in, all of the Agency Revenues pledged hereunder in favor of the City, as security for payment or repayment of amounts required to be advanced by the City hereunder for payment to the Agency of amounts due with respect to the Bonds, enforceable by the City in accordance with the terms hereof.

Section 10. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the City and the Agency agree as follows:

(a) This Agreement shall be authorized and adopted by resolution of the City and the Agency pursuant to and in accordance with the provisions of Utah Code Ann. Section 11-13-202.5;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of the City and the Agency pursuant to and in accordance with the Utah Code Ann. Section 11-13-202.5(3);

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of the City and the Agency pursuant to Utah Code Ann. Section 11-13-209;

(d) The City and the Agency agree that they do not, by this Agreement, create an interlocal entity;

(e) [As required by Utah Code Ann. Section 11-13-207, the City and the Agency agree that the undertaking under this Agreement shall be administered by one member of the City Council and one member of the Board of the Agency, each to be appointed by their respective governing body. Any real or personal property used and the City and the Agency's cooperative undertaking herein shall be acquired, held, and disposed of as determined by such administrators; and]

(f) No budget shall be established or maintained except as described herein.

Section 11. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

LINDON CITY, UTAH

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Counsel to the City

LINDON CITY REDEVELOPMENT
AGENCY, UTAH

(SEAL)

By: _____
Chair

ATTEST:

By: _____
Lindon City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Counsel to the Agency

EXHIBIT A

DEBT SERVICE SCHEDULE

<u>Fiscal Year</u> <u>Ending</u> <u>December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Fiscal Total</u>
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EXHIBIT C
INDENTURE

SIXTH SUPPLEMENTAL INDENTURE OF TRUST

Dated as of _____, 2023

by and between

LINDON CITY, UTAH

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

and supplementing
General Indenture of Trust
Dated as May 1, 2005

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SIXTH SUPPLEMENTAL INDENTURE OF TRUST

This Sixth Supplemental Indenture of Trust, dated as of _____, 2023, by and between Lindon City, Utah (the “Issuer”), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah and U.S. Bank Trust Company, National Association (the “Trustee”), a national banking association authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah:

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of May 1, 2005, as heretofore amended and supplemented (the “General Indenture”) with the Trustee; and

WHEREAS, pursuant to the General Indenture, Bonds includes other obligations authorized pursuant to the General Indenture; and

WHEREAS, the Issuer has established the Lindon City Redevelopment Agency (the “Agency”), a redevelopment agency existing under the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Redevelopment Act”) for the purpose of redeveloping and developing certain areas within the Issuer in order to accomplish the purposes of the Redevelopment Act; and

WHEREAS, the Agency has entered into a General Indenture of Trust (Tax Increment), (the “Tax Increment General Indenture”) and a First Supplemental Indenture of Trust (Tax Increment), (the “Tax Increment First Supplemental Indenture” and together with the Tax Increment General Indenture, the “Tax Increment Indenture”) each dated as of _____ with the Trustee; and

WHEREAS, the Agency has determined to issue its Tax Increment and Sales Tax Revenue Bonds (the “Series 2023 Bonds”) for the purpose of (i) financing certain costs and improvements, including the purchase of land and related improvements within the Lindon 700 North Community Development Area (the “Project”) and (ii) paying the costs associated with the issuance of the Series 2023 Bonds to be issued pursuant to the Tax Increment Indenture; and

WHEREAS, the Local Government Bonding Act, Title 1, Chapter 14, Utah Code Annotated 1953, as amended, authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, the Series 2023 Bonds will be secured by an Interlocal Sales Tax Pledge Agreement attached as Exhibit A hereto (the “Sales Tax Agreement”) pledging

Revenues (as defined in the General Indenture) pursuant to which the Issuer has pledged the Revenues to the payment of the Series 2023 Bonds; and

WHEREAS, the Sales Tax Agreement and the obligations of the Issuer thereunder constitute Additional Bonds under and pursuant to the General Indenture and this Sixth Supplemental Indenture (the “Sixth Supplemental Indenture,” collectively with the General Indenture and any amendments thereto or hereto, the “Indenture”); and

WHEREAS, the execution and delivery of the Series 2023 Bonds and of this Sixth Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2023 Bonds, when executed by the Agency and authenticated by the Trustee, the valid and binding legal obligations of the Agency and to make this Sixth Supplemental Indenture a valid and binding agreement of the Issuer have been done;

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2023 Bonds and to provide for the payment and performance of the obligations under the Sales Tax Agreement to the trustee for the Series 2023 Bonds and all Bonds and Additional Bonds issued and Outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this Sixth Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto U.S. Bank Trust Company, National Association, as Trustee, its successors in trust and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

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

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise

of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I

SUPPLEMENTAL INDENTURE; DEFINITIONS

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

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

“Interest Payment Date” means, with respect to the Series 2023 Bonds, each _____ and _____, commencing _____.

“Series 2023 Bonds” means the Agency’s \$ _____ Tax Increment and Sales Tax Revenue Bonds, Series 2023 issued pursuant to the Tax Increment General Indenture.

“Series 2023 Project” means certain costs and improvements, including the purchase of land and related improvements within the Lindon 700 North Community Development Area.

ARTICLE II

ISSUANCE OF THE SERIES 2023 BONDS

Section 2.1 Principal Amount, Designation and Series. The Sales Tax Agreement is hereby authorized and the obligation and pledge of Revenues thereunder constitutes Bonds under the Indenture for the purpose of providing funds to (i) finance the Series 2023 Project and (ii) pay costs incurred in connection with the issuance of the Series 2023 Bonds. The Series 2023 Bonds shall be limited to \$ _____ in aggregate principal amount and shall be issued in the form and designation given and contain the terms as provided in the Tax Increment First Supplemental Indenture.

Section 2.2 Maturities and Interest. The maximum amount payable from the Revenues with respect to the Series 2023 Bonds shall be as set forth in the Sales Tax Agreement attached hereto as Exhibit A.

Section 2.3 Series 2023 Bonds as Additional Bonds. The Sales Tax Agreement securing the Series 2023 Bonds (and all debt service related thereto) constitutes Additional Bonds under the Indenture. The Issuer hereby certifies that the requirements set forth in

Section 2.13 of the General Indenture have been and will be complied with in connection with the issuance of the Series 2023 Bonds. As required by Section 2.13 of the General Indenture, no Event of Default has occurred or is continuing under the General Indenture.

Section 2.4 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2023 Bonds and the amounts payable under the Sales Tax Agreement, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-50, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III

CONFIRMATION OF GENERAL INDENTURE

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

ARTICLE IV

MISCELLANEOUS

Section 4.1 Severability. If any provision of this Sixth Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections in this Sixth Supplemental Indenture contained,

shall not affect the remaining portions of this Sixth Supplemental Indenture, or any part thereof.

Section 4.2 Counterparts. This Sixth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.3 Effective Date. This Sixth Supplemental Indenture shall become effective immediately upon execution.

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

LINDON CITY, UTAH

By: _____
Mayor

(SEAL)

Countersigned:

By: _____
City Recorder

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION as Trustee

By: _____

Title: _____

EXHIBIT A
SALES TAX AGREEMENT