

ANNUAL APPROPRIATION LEASE AGREEMENT

Between

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
AS LESSOR

And

BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH,
AS LESSEE

Relating to

[\$[Principal Amount]
Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of
Participation, Series 2026

Dated as of [Closing Month] 1, 2026

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ANNUAL APPROPRIATION LEASE AGREEMENT

THIS ANNUAL APPROPRIATION LEASE AGREEMENT (this "*Lease*"), dated as of [Closing Month] 1, 2026 (the "*Effective Date*"), between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Lessor (hereinafter, the "*Bank*"), and the BOARD OF EDUCATION OF BOX ELDER SCHOOL DISTRICT, UTAH, as Lessee (the "*Board*").

WITNESSETH:

WHEREAS, the Board is a local school board of a school district organized and operating under the laws of the State of Utah (the "*State*") pursuant to Chapter 4, Title 53G (the "*Act*"), of the Utah Code Annotated 1953, as amended (the "*Utah Code*");

WHEREAS, the Bank is a national banking association, and is entering into this instrument for the purpose of assisting the Board in obtaining financing for certain project costs of the Board as described below;

WHEREAS, pursuant to Section 53G-4-401(4) of the Act, the Board is authorized to take, hold, lease, sell, and convey real and personal property as the interests of the schools may require;

WHEREAS, the Board is the owner of that certain real property located in Box Elder County, Utah, described in *Exhibit A* hereto (the "*Property*"), and all existing improvements thereon and, in furtherance of the project described below, has agreed to enter into a Primary Lease dated as of [Closing Month] 1, 2026 (the "*Primary Lease*") as further described below;

WHEREAS, in order to provide security for the Certificates (as defined below) during the construction of the Improvements (as defined below), the Board as the owner of that certain real property located in Box Elder County, Utah (the "*Security Property*"), and all existing improvements thereon, described in *Exhibit A* hereto, has agreed to enter into a Security Lease, dated as of [Closing Month] 1, 2026 with the Bank;

WHEREAS, under and pursuant to an Annual Appropriation Trust Indenture dated as of the date hereof [Closing Month] 1, 2026 (the "*Trust Indenture*") by and among the Board, the Bank, and U.S. Bank Trust Company, National Association, as trustee (the "*Trustee*"), the Trustee has determined, at the direction of the Bank, to issue certificates of participation to provide funds to finance certain project costs of the Board as described below, which certificates shall be designated the "Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026" and shall be issued in the aggregate principal amount of \$[Principal Amount] (the "*Certificates*");

WHEREAS, the proceeds of the Certificates will be used to finance (a) the costs of preparing, constructing, furnishing, equipping and improving certain real and personal property comprising (i) additions to Discovery Elementary, (ii) a new elementary school in Tremonton and (iii) related facilities on the Property for use by the Board (the "*Improvements*"), and (b) the Costs of Issuance of the Certificates;

WHEREAS, pursuant to the Primary Lease, the Board, as lessor, will lease to the Bank, as lessee, the Property together with the Improvements to be constructed thereon (the Property and Improvements collectively referred to herein as the “*Facilities*”);

WHEREAS, the Board and the Bank hereby agree to enter into this Lease under the terms of which the Bank, as lessor, will lease the Facilities and the Security Property back to the Board, as lessee, and the Board will pay lease payments in an amount sufficient to pay the principal, premium, if any, and interest on the Certificates as the same become due and payable (the “*Lease Payments*”);

WHEREAS, the Certificates shall be secured by, among other things, the Trust Estate, as that term is defined in the Trust Indenture; and

WHEREAS, the issuance and delivery of the Certificates and the execution and delivery of this Lease, the Primary Lease, the Security Lease and the Trust Indenture have been in all respects duly and validly authorized by a resolution or other official action duly adopted by the Board; and all things necessary to make the Certificates, when authenticated by the Trustee, valid and binding legal obligations and to make this Lease a valid and binding agreement and the pledge of the Trust Estate and revenues made in the Trust Indenture to the payment of the principal of, premium, if any, and interest on the Certificates, have been done.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto formally covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized terms herein, unless defined herein, shall have the meanings set forth in the Trust Indenture, except where the context indicates otherwise.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Board. The Board represents and warrants that:

(a) The Board is a local school board of a school district and a duly organized and existing body corporate and a political subdivision of the State and is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder and has duly authorized the execution and delivery hereof.

(b) Neither the execution and delivery of this Lease, the Primary Lease, the Security Lease or the Trust Indenture, the consummation of the transactions contemplated in each, nor the fulfillment of or compliance with the terms and conditions of this Lease,

the Primary Lease, the Security Lease or the Trust Indenture, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Board is now a party or by which it is bound or constitutes a default under any of the foregoing or results in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Board under the terms of any instrument or agreement.

(c) The Board is authorized to enter into the transactions contemplated by this Lease, the Primary Lease, the Security Lease and the Trust Indenture, and to carry out its obligations thereunder, and has duly authorized the execution and delivery of this Lease, the Primary Lease, the Security Lease and the Trust Indenture.

(d) The Board will cause to be obtained and will cause to be maintained all necessary governmental approvals for the Facilities and the Security Property, and is or will be in compliance with all planning, zoning, parking, sanitary and building laws, ordinances and regulations applicable to the Facilities and the Security Property.

(e) All utility services necessary for the Facilities and the Security Property, and the operation thereof for the intended purposes, are either available or the Board will cause all necessary steps to be taken to assure the complete construction and installation thereof as a part of the Improvements.

(f) The Board has not made and will not make any contract or arrangement of any kind, the performance of which by the other party would give rise to a lien (other than a Permitted Encumbrance) on the Facilities and the Security Property; *provided, however*, nothing herein shall prevent the Board from entering into contracts or arrangements relative to the design, acquisition, preparation, construction, and improvement of the Facilities.

(g) The Board acknowledges and recognizes that this Lease will terminate at the end of the Initial Term or any Renewal Term in the event that sufficient funds are not budgeted by the Board or available to pay the Lease Payments under this Lease during the next occurring Renewal Term, and that the act of budgeting funds is solely within the discretion of the Board.

(h) The financing of the Improvements is necessary and in furtherance of the Board's lawful purposes and will allow the Board to provide adequate educational facilities.

(i) The Board will lawfully operate the Security Property and the Improvements as part of its Facilities, free of unlawful discrimination, and will comply with Title VII of the Civil Rights Act prohibiting discrimination based on race, religion, creed, color, sex, age or national origin.

(j) Subject to the Board's determination to annually renew this Lease pursuant to Section 5.1 hereof, the Board will duly and punctually pay the amounts and satisfy its obligations required under this Lease, recognizing that time is of the essence.

(k) There is no fact that materially adversely affects or that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Board or the ability of the Board to make all payments required and otherwise perform its obligations under this Lease.

(l) There are no proceedings pending, or to the knowledge of the Board threatened, against or affecting the Board in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Board or the ability of the Board to make all payments required and otherwise perform its obligations under this Lease.

(m) The consummation of the transactions provided for in this Lease and compliance by the Board with the provisions of this Lease are within the Board's lawful powers and have been duly authorized by all necessary action on the part of the Board.

(n) No event has occurred and no condition exists that, upon execution of this Lease, would constitute an event of default hereunder. The Board is not in violation in any material respect, and has not received notice of any claimed violation, of any term of any agreement or other instrument to which it is a party or by which it or its property may be bound.

(o) To the best of its knowledge, the Board is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, and has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of its property or to the conduct of its activities.

(p) (i) Neither the Board nor, to the best knowledge of the Board, any other person, has stored, disposed or released in, on or about the Facilities or the Security Property any Hazardous Substances the removal or remediation of which is or could be required, or the maintenance of which is prohibited or penalized, by any applicable Environmental Laws, and the Facilities and the Security Property are free from all such Hazardous Substances; (ii) the Board has not at any time disposed or caused to be disposed on the Facilities or the Security Property any Hazardous Substances generated or existing as a result of the Board's ownership of the Facilities or the Security Property in a manner which will or could cause the Board to be or become liable for a fine or penalty or a monetary or performance obligation arising from or related to such disposal; (iii) to the best knowledge of the Board in connection with its ownership of the Facilities and the Security Property, the Board has no contingent liability in connection with the release of any Hazardous Substances into the environment, except as has been previously disclosed in writing to the Bank; (iv) the Board has not given any release or waiver of liability that would waive or impair any claim based on Hazardous Substances to (a) a prior owner or occupant of the Facilities or the Security Property, or (b) any party who may be potentially responsible for the presence of Hazardous Substances on the Facilities or the Security Property; and (v) no in-service underground storage tanks are located on the Facilities or the Security Property.

(q) Nothing in this Lease shall be construed to require the Board to exercise its Options to Purchase the Bank's interest in the Facilities as provided in Article XI hereof.

Section 2.2. Representations and Warranties of the Bank. The Bank represents and warrants for the benefit of the Board as follows:

(a) The Bank is a national banking association duly organized and existing under the laws of the United States and duly qualified to transact business of the type contemplated by this Lease, the Primary Lease, the Security Lease and the Trust Indenture, and has all necessary power to own its properties and assets and to carry on its business as now conducted.

(b) The consummation of the transactions contemplated by this Lease, the Primary Lease, the Security Lease and the Trust Indenture will not violate the provisions of, or constitute a breach or default under, the articles of incorporation, charter or bylaws of the Bank or any agreement to which the Bank is a party.

ARTICLE III

DEMISING CLAUSE

Section 3.1. Demise of the Facilities and the Security Property. The Bank will retain a leasehold interest in the Facilities and the Security Property until such time as the Board may have exercised one of its Options to Purchase pursuant to Article XI hereof or until the expiration of the Primary Lease or the Security Lease, as applicable, whichever shall first occur. The Bank demises and leases to the Board, and the Board leases from the Bank, the Facilities and the Security Property during the Initial Term, subject to annual renewal thereafter in accordance with the provisions of this Lease, and subject to Permitted Encumbrances set forth on *Exhibit C* to this Lease. Unless the context of the provisions in this Lease clearly indicate otherwise, all provisions herein are in effect during the Lease Term, which includes the Effective Date of this Lease and ending on June 30, 2027, constituting the Initial Term, and any Renewal Terms, none of which shall exceed one Fiscal Year in length. All obligations of the Board hereunder shall cease upon an Event of Nonrenewal, unless otherwise set forth herein.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE IMPROVEMENTS; ISSUANCE OF THE CERTIFICATES; TAX COVENANTS

Section 4.1. Agreement to Construct Improvements; Assignments. The Bank hereby appoints the Board as its agent for the construction of the Improvements, for so long as this Lease shall be in effect.

(a) The Board agrees that:

(1) it will cause the Improvements to be constructed, acquired and installed for use as the Board facilities and improvements thereto; *provided, however,* (i) the Board shall have no obligation to pay for the Costs of Acquisition and Construction, including all obligations under the construction contract to be entered into by the Board relative to the same, except from Net Certificate Proceeds on deposit in the Construction Fund and any appropriation made by the Board for said purpose and (ii) the Board may contract with one or more parties including, without limitation, _____ (the "*Construction Manager*"), to manage design, development and construction of the improvements; and

(2) it will construct, acquire and install the Improvements with all reasonable dispatch, subject only to delays caused by acts beyond its reasonable control.

(b) The Board hereby assigns and transfers to the Bank all of the Board's present and future rights, title and interest in and to any and all construction contracts related to the Improvements to be constructed, including without limitation, all subcontracts, rights and amendments relating thereto and all related substitute or replacement contracts (collectively, the "*Assigned Rights*"). Neither this assignment nor any action by the Bank shall constitute an assumption by the Bank of any obligations under the Assigned Rights, and the Board shall, subject to the terms thereof, continue to be liable for all obligations thereunder; *provided, however,* nothing herein shall (i) obligate the Board for any expenditure or liability in excess of a budget appropriation relative to the same, or (ii) prevent the Bank or the Trustee from utilizing Certificate proceeds to pay any obligations accruing under the Assigned Rights. This assignment shall survive an Event of Nonrenewal.

(c) The Board has entered into a _____ with the Construction Manager (the "*Construction Agreement*") to, among other things, manage design, development and construction of the the Improvements. Pursuant to the Construction Agreement, the Construction Manager will secure from the contractor performance and payment bonds for the full guaranteed maximum price of the Improvements. In the event of default by the contractor or any subcontractor or supplier under any contract with the Construction Manager in connection with the Improvements or in the event of breach of warranty with respect to any material, workmanship or

performance guarantee, the Construction Manager is responsible for proceeding against such contractor, subcontractor or supplier in default and against any surety for the performance of such contract or failure to make required payments. The Board shall advise the Bank and the Trustee of the steps being undertaken by the Construction Manager and/or the Board in connection with any such default.

Section 4.2. Agreement to Issue Certificates. Pursuant to the Trust Indenture, to provide funds to finance the Costs of Acquisition and Construction of the Improvements and to pay the Costs of Issuance of the Certificates, the Trustee shall cause to be issued and delivered the Certificates to the initial purchasers thereof and will deposit the Net Certificate Proceeds as follows:

(a) In the Costs of Issuance Fund, the sum of \$[Costs of Issuance Deposit], representing total Costs of Issuance of the Certificates, net of the underwriter's discount of \$[Underwriter's Discount]; and

(b) In the Construction Fund, the amount of \$[Construction Fund Deposit].

Section 4.3. Disbursements; Final Completion Date. The Board is authorized, pursuant to Section 3.1(c) of the Trust Indenture, to request payment from the Construction Fund to pay Costs of Acquisition and Construction of the Improvements. Such payment shall be made upon receipt by the Trustee of a requisition (in the form set forth in *Exhibit D* hereto) signed by an Authorized Representative of the Board. The Trustee shall only make or allow payments for which it has received a signed requisition.

Prior to the last disbursement for payment of Costs of Acquisition and Construction of the Improvements, the Board shall furnish to the Trustee a certificate of an Authorized Representative(s) that the Improvements have been completed, that the Board has obtained Certificate(s) of Occupancy for the Facilities, and that the Facilities are free of all mechanics' and materialmen's liens (the date of such certificate shall constitute the "*Final Completion Date*").

Section 4.4. Tax Covenant. The Board covenants for the benefit of the Holders of the Certificates and the Bank that during the Lease Term it will not take any action or omit to take any action with respect to the Certificates, the proceeds thereof, any other funds of the Board or any improvements financed or refinanced with the proceeds of the Certificates if such action or omission (i) would cause the interest on the Certificates to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, (ii) would cause interest on the Certificates to lose its exclusion from alternative minimum taxable income as defined in Section 55(b) of the Code, or (iii) would cause interest on the Certificates to lose its exclusion from State taxable income under present State law. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Certificates until the date on which all obligations of the Board in fulfilling the above covenant under the Code have been met. The Board makes no covenant with respect to taxation of interest on the Certificates as a result of the inclusion of that interest in the "adjusted financial statement income" of "applicable corporations" (as defined in Sections 56A and 59(k), respectively, of the Code).

ARTICLE V

EFFECTIVE DATE OF THIS LEASE; DURATION OF LEASE TERM; RENTAL PROVISIONS

Section 5.1. Effective Date of this Lease; Duration of Lease Term. (a) This Lease shall become effective on the Effective Date, and the Initial Term shall then begin, and, subject to the provisions of this Lease (including particularly subsection (c) below), shall expire on June 30, 2027, or as otherwise provided in this Lease, or on such sooner date as the Certificates shall have been fully paid and retired or provision for such payment shall have been made as provided in the Trust Indenture and all other expenses or sums to which the Bank and the Trustee are entitled, both under this Lease and the Trust Indenture, have been paid.

(b) On or before June 1 of each year, the Board shall deliver to the Bank and the Trustee its Notice of Intent to Renew, in the form attached as *Exhibit E* hereto, together with confirmation that the Board shall consider at a meeting an appropriation of funds sufficient to pay Lease Payments for the next subsequent Renewal Term or, alternatively, notify the Bank and the Trustee that the Board has elected not to renew this Lease. The Notice of Intent to Renew shall be conditional on the Board's budgeting of funds therefor and shall not constitute a renewal of this Lease nor obligate the Board to budget funds for the purpose of such renewal. In the event the Bank and the Trustee shall not have received the Notice of Intent to Renew by June 1 of each year, the Bank or the Trustee will promptly notify the Board in writing of such non-receipt, and the Board shall then have until June 15 to deliver to the Bank and the Trustee its Notice of Intent to Renew.

Provided the Notice of Intent to Renew has been delivered timely, the Board may, at its option, renew this Lease by budgeting funds therefor and by thereafter providing to the Bank and the Trustee a Notice of Renewal, in the form attached hereto as *Exhibit F*, accompanied by a certified copy of the resolution or other official action of the Board adopting its budget which includes the expenditure of funds for the Lease Payment for said Renewal Term or otherwise evidencing the appropriation of the Lease Payment for the next Renewal Term. The Notice of Renewal shall be due to the Bank and the Trustee promptly following the adoption of the budget containing the appropriation for the next Renewal Term and in no event later than June 30 preceding the next Renewal Term. The budgeting of funds as aforesaid shall constitute a valid and enforceable obligation of the Board for the payment of such funds for such Renewal Term and shall not be subject to abatement for any cause.

If the Board fails to deliver the Notice of Intent to Renew by June 15, after notification of nonreceipt by the Bank or the Trustee, or the Notice of Renewal by June 30, or if the Board shall at any time notify the Bank and the Trustee that the Board has elected to not renew this Lease for an additional Renewal Term, an Event of Nonrenewal shall be deemed to have occurred and the Bank may exercise the remedies provided herein and the Trustee may exercise the remedies provided under the Trust Indenture upon such occurrence.

(c) Subject to the preceding sections, this Lease may be renewed for a total of not more than _____ () consecutive Renewal Terms commencing on July 1, 2027, or on any subsequent July 1, and terminating on the following June 30. Each Renewal Term shall be for no

more than one year in duration. The final Renewal Term shall commence July 1, 20__, and terminate June 30, 20__, unless this Lease shall be sooner terminated as set forth herein.

(d) It is the intention of the Board that the decision to renew or not to renew this Lease and to budget or not budget funds for Lease Payments shall be made solely by the Board and not by any other officer or official of the Board. The appropriate the Board officers or officials charged with the responsibility of formulating budget proposals are hereby directed to include in the budget proposals submitted to the Board, in any year in which this Lease is in effect, the Lease Payment required for the ensuing Renewal Term. The inclusion of such ensuing Renewal Term Lease Payments in budget proposals shall not limit the sole discretion of the Board whether to budget such funds and whether to renew this Lease.

(e) So long as no event of default or Event of Nonrenewal shall have occurred and be continuing under the Trust Indenture or this Lease, the Security Lease shall terminate upon the occupancy of the Facilities by the District, the Bank's leasehold interest in the Security Property shall terminated, the Security Property shall be reconveyed to the Board and all reference to the Security Lease and the Security Property contained in the Lease shall be null and void.

Section 5.2. Delivery and Acceptance of Possession. The Bank shall deliver to the Board sole and exclusive possession of the Facilities and the Security Property (subject to the right of the Bank to enter thereon and have access thereto pursuant to Section 8.1 hereof) on the date of commencement of the Initial Term, and the Board agrees to accept possession of the Facilities and the Security Property upon such date. The Bank covenants and agrees that after the date of commencement of the Initial Term it will not take any action, other than pursuant to Article X of this Lease or Article VII of the Trust Indenture, to prevent the Board from having quiet and peaceable possession and enjoyment of the Facilities and the Security Property during the Lease Term (subject to the right of the Bank to enter thereon and have access thereto pursuant to Section 8.1 hereof) and will cooperate with the Board for that purpose. This Lease constitutes a "triple net" lease, requiring the Board, as lessee, to pay all expenses, taxes, fees, insurance premiums, rebate payments with respect to the Certificates and costs associated with the Facilities and the Security Property, subject to appropriation by the Board therefor, and without the right of offset, as provided herein.

Section 5.3. Lease Payments and Other Amounts Payable by the Board; Source of Payments. The Board shall pay Lease Payments during the Lease Tenn as provided in this Section 5.3:

(a) The obligation of the Board to make Lease Payments extends only through the Initial Tenn, and any Renewal Term. Such obligation terminates at the expiration of the Initial Term or any Renewal Term, as applicable. The Board shall make Lease Payments for the Initial Term, and any Renewal Term then in effect, until the principal of, premium, if any, and interest on the Certificates in the amount of the Lease Payments due hereunder shall have been paid or provision for the payment thereof shall have been made in accordance with the Trust Indenture.

(b) Notwithstanding the provisions of Section 5.3(a) above, no Lease Payment shall be made with respect to the Initial Term. For any Renewal Term, as applicable, the Board shall pay to the Trustee for deposit into the Debt Service Fund on or before each _____ and _____ Lease Payment Date, the semiannual Lease Payment amount set forth on *Exhibit B* hereto, which amount shall be used to pay the principal of, if any, premium, if any, and interest on the Certificates in the amount due on the next _____ and _____ Certificate payment dates; *provided, however*, that any amount in the Debt Service Fund on a Lease Payment Date in excess of the aggregate amount then required to be held pursuant to this Section 5.3 shall be credited against the Lease Payments due on such date.

(c) The Bank or the Trustee shall provide the Board with written notice at least 15 calendar days prior to each _____ and _____ of each Renewal Term specifying (i) the amount of moneys in the Debt Service Fund, and (ii) the amount the Board must deposit in the Debt Service Fund as Lease Payments. On or before the fifth (5th) day next preceding any redemption date, for which a notice of redemption has been given pursuant to Article VI of the Trust Indenture (other than pursuant to Section 6.5 of the Trust Indenture), the Board shall pay as rent for deposit in the Debt Service Fund an amount of money which, together with other moneys available therefor in the Debt Service Fund, is sufficient to pay the interest, principal of and premium, if any, on the Certificates to be redeemed. If on any Lease Payment Date the amount held in the Debt Service Fund is insufficient to make the required payments of principal, premium, if any, and interest on the Certificates for the Lease Term, the Board shall forthwith pay such deficiency as rent hereunder for deposit in the Debt Service Fund.

The schedule set forth in *Exhibit B* attached hereto describes the Lease Payments to be made by the Board during each Lease Term, if annually renewed. *Exhibit B* shall be automatically modified by the Trustee, and the Lease Payments reduced, to reflect reduced amounts of interest and principal that will become due on the Certificates as a result of a partial redemption or defeasance of the Certificates pursuant to the Trust Indenture.

At the option of the Board, to be exercised by delivery of a written certificate to the Bank, in its capacities as Lessor and the Trustee, on or before the forty-fifth (45th) day next preceding any Lease Payment Date, the Board may deliver Certificates owned by the Board to the Trustee for cancellation. Each Certificate so delivered shall be credited at 100% of the principal amount thereof against the obligation of the Board to make Lease Payments on such Lease Payment Date.

(d) The Board may pay the Lease Payments from any lawful source of funds.

(e) The Board shall pay all taxes and assessments, general or special, concerning the Facilities and the Security Property, or any part thereof, during the Lease Term and any other governmental charges and impositions whatsoever, and all utility and other charges and assessments, in the manner, at the times and under the conditions more specifically provided in Section 6.2 hereof.

(f) The Board agrees to pay to the Bank the reasonable and necessary fees and expenses of the Bank hereunder and of the Trustee under the Trust Indenture during the Lease Term from funds appropriated therefor.

(g) The Board agrees to pay to the Trustee during the Lease Term from funds appropriated therefor any amount required to be paid to the United States of America pursuant to Section 148(f) of the Code to the extent amounts on deposit in the Rebate Fund are insufficient for such purpose.

In the event the Board should fail to make any of the payments required by this Section 5.3, the item or installment in default shall continue as an obligation of the Board until the amount in default shall have been fully paid, and the Board agrees to pay the same, and except with respect to payments required by subsections (e), (f), and (g) of this Section 5.3, with interest thereon at the Bank's base rate or other index used by the Bank when engaging in lending activities (the "Advance Rate").

Section 5.4. Deposit Payments. The Lease Payments provided for in Section 5.3(a) and Section 5.3(b) hereof shall be paid to the Trustee and shall be deposited in the Debt Service Fund. The payments to be made under Section 5.3(f) hereof shall be paid directly to the Bank, for use in its applicable capacity. The payments to be made pursuant to Section 5.3(g) hereof shall be paid to the Trustee for deposit in the Rebate Fund.

Section 5.5. Obligations of the Board Hereunder Unconditional. During the Lease Term and once appropriated by the Board, the obligation of the Board to make the payments required in Section 5.3 hereof and to maintain the Facilities and the Security Property and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional; and the Board will not discontinue such payments for any cause including, without limiting the generality of the foregoing, delay or failure to acquire and complete the Improvements, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction from the Facilities or the Security Property, destruction of or damage to the Facilities or the Security Property, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

Section 6.1. Maintenance and Modifications of Improvements. During the Lease Term from funds appropriated therefor, the Board agrees that it will at its own expense (i) keep the Facilities and the Security Property in as reasonably safe condition as its operations permit, (ii) to maintain a level of quality and operation of the Facilities and the Security Property that is at least comparable to the level of quality of character and operation of similar property, and (iii) keep the Facilities and the Security Property in good repair and in good operating condition, making from time to time all necessary repairs thereto (including external and structural repairs) and renewals

and replacements thereof. The Board may also at its own expense make from time to time any additions, modifications or improvements to the Facilities or the Security Property it may deem desirable for its purposes that do not adversely affect the structural integrity of the Facilities or the Security Property, as applicable, or substantially reduce the value or impair the character of the Facilities or the Security Property, as applicable; *provided* that all such additions, modifications and improvements to the Facilities or the Security Property shall comply with all applicable building code regulations and ordinances. All such additions, modifications and improvements made by the Board, if located on the Property, shall become a part of the Facilities or, if located on the Security Property, shall become part of the Security Property. During the Lease Term, the Board will not permit any mechanics' lien, security interest or other encumbrance to be established or to remain against the Facilities or the Security Property for labor or materials furnished; *provided*, that if the Board first notifies the Bank of its intention to do so, the Board may in good faith contest any mechanics' or other liens filed or established against the Facilities or the Security Property if the Board furnishes the Trustee with a bond or cash deposit equal to at least the amount so contested or with an Opinion of Counsel stating that by nonpayment of any such items the lien of this Lease or the Trust Indenture will not be materially endangered or the Facilities or the Security Property or any part thereof will not be subject to loss or forfeiture. The proceeds of the bond or the cash deposit may be used by the Trustee to satisfy the lien if action is taken to enforce the lien and such action is not stayed. The bond or cash deposit shall be returned to the Board if the lien is successfully contested. If the Board is unable or otherwise fails to obtain such a bond or provide such a cash deposit or such an Opinion of Counsel, the Board shall cause such liens to be paid promptly subject to appropriation by the Board.

Section 6.2. Taxes, Other Governmental Charges and Utility Charges. During the Lease Term from funds appropriated therefor, the Board will pay promptly (i) all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against, or with respect to, the Facilities, the Security Property or any interest therein or any machinery, equipment or other property installed or brought by any person therein or thereon; (ii) all utility, water, sewer, electrical, license fees and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facilities and the Security Property; and (iii) all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Facilities or the Security Property; *provided*, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board shall be obligated to pay only such installments as may have become due during the Lease Term.

The Board may, at its expense, in good faith, contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges contested to remain unpaid during the period of such contest and any appeal therefrom if the Board furnishes the Trustee with a bond or cash deposit equal to at least the amount so contested or with an Opinion of Counsel stating that by nonpayment of any such items the lien of this Lease or the Trust Indenture will not be materially endangered or the Facilities or the Security Property or any part thereof will not be subject to loss or forfeiture. The proceeds of the bond or the cash deposit may be used by the Trustee to satisfy the lien if action is taken to enforce the lien and such action is not stayed. The bond or cash deposit shall be returned to the Board if the lien is successfully contested. If the Board is unable or otherwise fails to obtain such a bond or provide such a cash

deposit or such an Opinion of Counsel, the Board shall cause such taxes, assessments and other charges to be paid promptly. In the event that the Board shall fail to pay any of the foregoing items required by this Section 6.2 to be paid by the Board, the Bank may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by the Bank shall become an additional obligation of the Board during the Lease Term, which amounts, together with interest thereon at the Advance Rate, the Board agrees to pay on demand subject to appropriation by the Board.

Section 6.3. Insurance Required. During the Lease Term from funds appropriated therefor, the Board agrees to insure the Facilities and the Security Property, as and when acquired, in such amounts and in such manner and against such loss, damage and liability, including liability to third parties, as are customary for property of similar function and scope to the Facilities and the Security Property, taking into account liability limits provided by State law, or as may be reasonably requested by the Bank and, to the extent not paid by contractors during construction or acquisition of the Improvements, to pay the premiums with respect thereto, including, but not limited to:

(a) Until the Final Completion Date, builder's risk insurance to the extent of the full insurable value of the Improvements, unless some lesser amount is approved by the Bank.

(b) Insurance against loss or damage to the Facilities and the Security Property by fire, lightning, vandalism and malicious mischief, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State, to such extent as is necessary to provide for not less than full replacement cost of the Facilities and the Security Property. Such coverage must apply exclusively to the Facilities or the Security Property, as applicable, and must be available to repair/rebuild such facilities under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Facilities or the Security Property shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the Board. The policy must explicitly waive any co-insurance penalty.

(c) Insurance against liability for bodily injury to or death of persons and for damage to or loss of property occurring on or about the Facilities or the Security Property or in any way related to the operation of the Facilities or the Security Property, in the maximum amount of \$500,000 for the death of or bodily injury in connection with each occurrence; and \$500,000 for property damage in connection with each occurrence.

(d) Use and occupancy insurance to such extent as is necessary to cover loss of revenues resulting from any damage to or destruction of the Facilities, the Security Property or any part thereof.

(e) Workers' compensation insurance, disability benefits insurance and such other forms of insurance as the Board is required by law to provide with respect to the Facilities and the Security Property.

(f) Vehicular public liability insurance with limits of no more than \$500,000 per occurrence to protect the Board from claims from bodily injury and/or death, and no more than \$500,000 against claims for damage to property of others which may arise from the Board's operation of vehicles.

(g) Boiler and machinery coverage with respect to any steam and pressure boilers and similar apparatus located in the Facilities or the Security Property in such amounts as industry standards would dictate.

(h) As required by the Primary Lease, an original leasehold owner's policy of title insurance (extended coverage) in an amount not less than \$[Principal Amount] showing that the Bank, in its capacity of Lessee thereunder and the Trustee, as assignee of the Bank's leasehold interest therein, have valid leasehold interests in the Facilities, as their interests may appear of record, subject only to Permitted Encumbrances.

(j) As required by the Security Lease, an original leasehold owner's policy of title insurance (extended coverage) in an amount not less than \$[Principal Amount] showing that the Bank, in its capacity of Lessee thereunder and the Trustee, as assignee of the Bank's leasehold interest therein, have valid leasehold interests in the Security Property, as their interests may appear of record, subject only to Permitted Encumbrances.

All policies maintained pursuant to this Section 6.3 (except for workers' compensation insurance) shall name the Board and the Bank as insureds, and the Trustee as an additional insured, as their respective interests may appear. Such policies or certificates of insurance shall (i) provide that any losses shall be payable notwithstanding any act or negligence of the Board, the Bank, or the Trustee, and (ii) provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt of written notice thereof by the Board, the Bank and the Trustee. Upon recommendations of an Insurance Consultant who is familiar with the Facilities and the Security Property and the provisions of this Lease, the Board may agree to any reduction, increase or modification, including providing for coverage of additional perils, of the insurance requirements hereunder to such as are adequate and customary for similar institutions and similar projects of like size and operation, and is reasonably obtainable. The Board shall provide written notice to the Bank and the Trustee of any such reduction, increase or modification.

The Board will deliver to the Bank and the Trustee promptly upon request, but in any case within sixty (60) days after the end of the Initial Term or the Renewal Term then in effect, a certificate of an Authorized Representative of the Board setting forth the particulars as to all insurance policies maintained by the Board pursuant to this Section 6.3 and certifying that such insurance policies comply with the provisions of this Section 6.3 and that all premiums then due thereon have been paid. Upon request the Board shall provide the Bank and the Trustee with a report of an Insurance Consultant who is familiar with the Facilities and the Security Property and the provisions of this Lease that the insurance maintained by the Board meets industry standards.

[Notwithstanding anything to the contrary in this Section 6.3 or elsewhere in this Lease, the Bank acknowledges that the Board is insured through the Utah Local Governments Trust

(“ULGT”) and the Bank agrees that: (i) ULGT coverage is acceptable and in compliance with the requirements of this Lease; and (ii) any insurance requirement or obligation in this Lease which is contrary to insurance offered by ULGT or unavailable through ULGT is void and inapplicable as to the Board, including, without limitation, any disallowance by ULGT of provisions for additional insureds, indemnity and waiver of subrogation; *provided, however*, the Board shall use commercially reasonable efforts to negotiate terms with ULGT that deviate as little as possible from the insurance requirements set forth in this Lease.]

Section 6.4. Application of Net Proceeds of Insurance. The Net Proceeds of the insurance with respect to the Facilities and the Security Property carried pursuant to subparagraphs (b), (d) and (g) of the first paragraph of Section 6.3 hereof shall be applied as provided in Section 7.1 hereof. The Net Proceeds of insurance with respect to the Facilities or the Security Property carried pursuant to subparagraphs (c), (e) and (f) of the first paragraph of Section 6.3 hereof shall be applied toward extinguishment or satisfaction of the liability or loss with respect to which such insurance proceeds have been paid. The Net Proceeds of the title insurance carried pursuant to paragraph (h) of the first paragraph of Section 6.3 shall be applied in the same manner as other Net Proceeds both under this Lease and the Trust Indenture, as applicable.

Section 6.5. Advances by the Bank. In the event the Board shall fail to maintain the full insurance coverage required by this Lease or shall fail to keep the Facilities and the Security Property in as reasonably safe condition as its operating condition will permit, or shall fail to keep the Facilities and the Security Property in good repair and good operating condition, the Bank may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make the required repairs, renewals and replacements; and all amounts advanced therefor by the Bank during the Lease Term shall become an additional obligation of the Board to the Bank, which amounts, together with interest thereon at the Advance Rate, the Board agrees to pay on demand, subject to appropriation by the Board.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 7.1. Damage and Destruction. If the Facilities or the Security Property are destroyed or damaged by fire or other casualty to such extent that the claim for loss under the insurance policies resulting from such destruction or damage is less than \$500,000, the Net Proceeds of insurance shall be paid to the Board and shall be held or used by the Board for such purposes as the Board may deem appropriate. The Board shall not by reason of the payment with respect to such destruction or damage be entitled to any reimbursement from the Bank or the Holders of the Certificates or any postponement, abatement or diminution of the Lease Payments and other payments required to be made under Section 5.3 hereof.

If the Facilities or the Security Property are destroyed or damaged (in whole or in part) by fire or other casualty to such extent that the claim for loss under the insurance policies resulting from such destruction or damage is \$500,000 or more, the Board shall promptly give written notice thereof to the Bank and the Trustee. Except as provided in the next paragraph, all Net Proceeds of

insurance resulting from such claims for losses of \$500,000 or more shall be paid to and held by the Trustee in a separate trust account, whereupon (i) during the Lease Term, the Board will promptly repair, rebuild or restore the Facilities or the Security Property, as applicable, damaged or destroyed to substantially the same value and condition as it existed prior to such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Board, and will not impair operating unity, or the value of the Facilities or the Security Property, as amended, and (ii) the Trustee, upon receipt of a written requisition of the Board, will apply so much as may be necessary of the Net Proceeds of such insurance to payment of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses. Any balance of such Net Proceeds remaining after the Board notifies the Trustee in writing that the payment of all the costs of such repair, rebuilding or restoration have been made shall be transferred by the Trustee to the Debt Service Fund and applied to the payment of the principal of the Certificates on the next payment date or dates thereof. In the event such Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Board will, during the Lease Term and subject to appropriation therefor, nonetheless complete the work thereof and will pay any costs thereof in excess of the amount of said Net Proceeds. The Board shall not by reason of the payment of such excess costs be entitled to any reimbursement from the Bank or the Holders of the Certificates or any postponement, abatement or diminution of the Lease Payments and other payments required to be paid under Section 5.3 hereof.

All Net Proceeds of insurance resulting from claims for losses specified in the first sentence of the preceding paragraph of \$500,000 or more may be used to redeem Certificates; *provided* (i) all of the Certificates are to be redeemed in accordance with the Trust Indenture upon exercise of the Options to Purchase, or (ii) in the event that less than all of the Certificates are to be redeemed, the Board shall furnish to the Bank and the Trustee a Consulting Architect's Certificate stating (a) that the portion of the Facilities or the Security Property damaged or destroyed is not essential to the Board's use or occupancy of the Facilities or the Security Property, as applicable, or (b) that the Facilities or the Security Property, as applicable, has been restored to a condition substantially equivalent to their value and condition prior to the damage or destruction.

Section 7.2. Condemnation. In the event that title to, or the temporary use of, the Facilities, the Security Property or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Board shall be obligated during the Lease Term to continue to make the Lease Payments and other payments specified in Section 5.3 hereof. In the event the Net Proceeds from any award made in such eminent domain proceedings is less than \$500,000, all of such Net Proceeds shall be paid to the Board and shall be held or used by the Board for such purposes as the Board may deem appropriate. In the event the Net Proceeds from any award in such eminent domain proceedings is \$500,000 or more, the Board will cause the Net Proceeds received by it from such award to be paid to and held by the Trustee in a separate trust account, to be applied in one or more of the following ways as shall be directed in writing by the Board:

- (a) The restoration of the Facilities or the Security Property, as applicable, to substantially the same value and condition as they existed prior to such condemnation.

(b) The financing of other capital costs of the Board.

(c) The acquisition, by construction or otherwise, of other improvements suitable for operation as public facilities. Such other improvements shall together with the remaining improvements after eminent domain be of substantially the same value as the Facilities or the Security Property, as applicable, prior to the taking.

(d) The redemption of the Certificates; *provided* that no part of any such condemnation award may be applied for such redemption unless (i) all of the Certificates are to be redeemed in accordance with the Trust Indenture upon exercise of the Options to Purchase, or (ii) in the event that less than all of the Certificates are to be redeemed, the Board shall furnish to the Bank and the Trustee a Consulting Architect's Certificate stating (A) that the portion of the Facilities or the Security Property taken by such condemnation proceedings is not essential to the Board's use or occupancy of the Facilities of the Security Property, as applicable, or (B) that the Facilities or the Security Property, as applicable, has been restored to a condition substantially equivalent to their value and condition prior to the taking by such condemnation proceedings, or (C) that improvements have been acquired which are suitable for operations at the Facilities or the Security Property, as applicable, as contemplated by the foregoing subparagraph (c) of this Section 7.2.

In the event the Board elects any of the options set forth in subparagraph (a), (b) or (c) above, the Trustee, upon receipt of a written requisition of the Board, will apply so much as may be necessary of the Net Proceeds of such condemnation award to payment of the costs of such restoration, acquisition or construction, either on completion or as the work progresses.

In the event the Board elects any of the options set forth in subparagraph (a), (b) or (c) above, and Net Proceeds received from such condemnation award are insufficient to restore, acquire or construct improvements of substantially the same value as the Facilities or the Security Property prior to the taking, the Board shall, subject to appropriation therefor, nonetheless complete the work thereof and will pay any costs thereof in excess of such Net Proceeds. The Board shall not by reason of the payment of such excess costs be entitled to any reimbursement from the Bank or the Holders of the Certificates or any postponement, abatement or diminution of the Lease Payments and other payments required to be made under Section 5.3 hereof.

In the event the Net Proceeds from any award made in any eminent domain proceedings is \$500,000 or more, within 30 days from the date of a final order in any eminent domain proceedings granting condemnation, the Board shall direct the Bank in writing which of the ways specified in this Section 7.2 the Board elects to have the condemnation award applied. Any balance of the Net Proceeds of the award in such eminent domain proceedings remaining after written notice to the Trustee from the Board that all the costs of such restoration, acquisition, construction or redemption of Certificates have been paid shall be transferred to the Debt Service Fund to be applied by the Trustee to the payment of the principal of the Certificates on the next payment date or dates thereof.

Section 7.3. No Liens. All items acquired in the repair, rebuilding or restoration of the Facilities or the Security Property shall be deemed a part of the Facilities or the Security Property,

as applicable. The Board shall confirm the interests of the Bank in order to put the Bank in a position equivalent to its position prior to the damage, destruction or condemnation. The Board hereby warrants such acquired property shall have no liens or encumbrances other than Permitted Encumbrances.

Section 7.4. Investment of Net Proceeds. Any Net Proceeds of insurance or a condemnation award held by the Trustee pending restoration, repair or rebuilding of the Facilities or the Security Property shall be invested in the same manner as provided in Section 5.2 of the Trust Indenture. The earnings or profits on such investments shall be considered part of the Net Proceeds except to the extent required to be deposited into the Rebate Fund.

ARTICLE VIII

SPECIAL COVENANTS AND PROVISIONS

Section 8.1. Right of Access. The Board agrees that the Bank and any of its duly authorized agents shall have the right at all reasonable times to enter, examine and inspect the Facilities and the Security Property for any reasonable purpose. The Board further agrees that the Bank and its duly authorized agents shall have such rights of access to the Facilities and the Security Property as may be reasonably necessary for the proper maintenance thereof if the Bank determines that the Board is not properly maintaining the Facilities or the Security Property.

Section 8.2. The Board to Maintain Existence; Environmental Covenants.

(a) *General.* The Board will take no action to cause its existence to be abolished. The Board shall not sell or otherwise dispose of any part of the Facilities or the Security Property without receiving a Favorable Opinion of Special Counsel and as provided in Section 9.1(e) hereof and Section 10.3(b) of the Trust Indenture. The Facilities and the Security Property shall be leased by the Board from the Bank and operated by the Board and no other person or entity shall be responsible for such management. Any agreement with an independent management firm to operate or provide management services to the Board shall require a Favorable Opinion of Special Counsel that such agreement shall not adversely affect the tax-exempt status of the Certificates. No disposition of the Facilities or the Security Property or agreement with regard to the Facilities or the Security Property shall be approved by Special Counsel if such disposition or agreement will adversely affect the validity of the Certificates, or the exclusion from gross income of interest on the Certificates for federal income tax purposes.

(b) *Environmental Covenants.* (1) The Board will not cause or permit any Hazardous Substance to be brought upon, kept, used or generated by the Board, its agents, employees, contractors or invitees, upon the Facilities or the Security Property or in the operation of the Facilities of the Security Property, unless the use or generation of the Hazardous Substance is necessary for the prudent operation of the Facilities of the Security Property, as applicable, and no functional and reasonably economic nonhazardous substance or process which does not generate Hazardous Substances can be used in place of the Hazardous Substance or the process which generates the Hazardous Substances.

(2) The Board will, with respect to the Facilities and the Security Property, at all times and in all respects comply with all Environmental Laws. The Board's duty of compliance with Environmental Laws includes, without limitation, the duty to undertake the following specific actions: (i) the Board will, from funds appropriated therefor, at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including, without limitation, permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Facilities or the Security Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, any and all Hazardous Substances to be treated and/or disposed by the Board from the Facilities or the Security Property will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-premises treatment or disposal in a sanitary landfill).

Section 8.3. Further Assurances. The Board agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease.

Section 8.4. Authority of Authorized Representative of the Board. Whenever under the provisions of this Lease the approval of the Board is required, or the Bank is required to take some action at the request of the Board, such approval or such request shall be made by the Authorized Representative of the Board unless otherwise specified in this Lease and the Board or the Bank shall be authorized to act on any such approval or request and the Board shall have no complaint against the Bank as a result of any such action taken.

Section 8.5. Covenant as to Litigation. The Board and the Bank shall keep each other fully informed of any threats, claims or pending litigation relating to this Lease.

Section 8.6. the Board Covenant as to Encumbrances. The Board covenants that, during the Lease Term, it will not permit any lien or encumbrance against the Facilities or the Security Property other than Permitted Encumbrances.

Section 8.7. No Third-Party Beneficiaries. This Lease is made for the sole benefit of the Board and the Bank, and no other person or persons shall have rights or remedies hereunder except to the extent specifically provided herein and in the Trust Indenture. The Board and the Bank shall owe no duty under this Lease to any claimant for labor performed or material furnished with respect to the Facilities or the Security Property.

Section 8.8. Continuing Disclosure. The Board agrees to execute and comply with the terms of the Continuing Disclosure Undertaking with respect to the Certificates, dated the date of delivery of the Certificates.

Section 8.9. Indemnification. During the Lease Term, to the extent permitted by law and subject to appropriation therefor, the Board shall indemnify, save and hold harmless the Bank and

its agents against any and all claims asserted by or on behalf of any person, firm, corporation, private or public, arising or resulting from, or in any way connected with:

(a) any act, failure to act, misrepresentation or omission by any person, firm, corporation or governmental authority, including the Bank or its agents (other than willful misrepresentations knowingly made by the Bank or its agents and willful or wanton misconduct on the part of any of them) in connection with the issuance, sale or delivery of the Certificates, including without limitation any material misrepresentation or omission, or alleged material misrepresentation or omission, in any materials used in connection with the offering or sale of the Certificates; *provided* that the foregoing indemnity and hold harmless agreement shall not apply with respect to any information contained in any such offering materials which describes the Bank and was provided or otherwise approved by the Bank; and

(b) any act, failure to act or misrepresentation by the Bank or its agents (other than willful misrepresentations knowingly made by the Bank or its agents and willful or wanton misconduct on the part of the Bank or its agents) in connection with, or in the performance of, any obligation under this Lease or the Trust Indenture.

Any indemnification payable hereunder shall include all liabilities, costs and expenses (including reasonable attorneys' fees and reasonable attorneys' fees and expenses on appeal) incurred in any action or proceeding brought by reason of any such claim.

In the event that any action or proceeding is brought against the Bank or its agents by reason of any such claim, the Board, upon notice from the Bank or its agents, shall resist and defend such action or proceeding. The Bank may, however, retain its own counsel and still be indemnified against the cost of employing counsel and all other reasonable expenses despite an assumption of the defense by the Board if the Bank believes in good faith that there are defenses available to it which are adverse to or in conflict with those available to the Board or which the Bank believes in good faith cannot be effectively asserted by common counsel. The Bank always has the right to employ separate legal counsel but, subject to the preceding sentence, the fees and expenses of its separate legal counsel must be paid by the Bank unless the Board and the Bank have mutually agreed to the employment of the Bank's counsel. The Board is not liable for any settlement of a suit, claim, demand, action or proceeding effected without its written consent and the Board agrees that it will not settle any claim or action without the consent of the Bank.

Section 8.10. Environmental Representations, Warranties, Covenants and Indemnifications. The Board represents, warrants and covenants as follows:

(a) To the best of the Board's knowledge, after due inquiry and investigation, all Hazardous Substances on or in the Facilities or the Security Property have been used, generated, manufactured, refined, transported, treated, stored, handled and disposed of only in strict compliance with all Environmental Laws. The Board has no knowledge of any action, citation, directive, letter or other communication from any person or governmental authority concerning any intentional or unintentional action or omission which has resulted in the releasing, spilling, leaking, pumping, pouring, omitting, emptying or dumping of

Hazardous Substances on the Facilities or the Security Property, or from the Facilities or the Security Property to other property.

(b) The Board shall exercise due care in handling Hazardous Substances and shall undertake any and all preventive, investigatory or remedial action (including, without limitation, emergency response, removal, containment and other remedial action):

(1) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws; or

(2) necessary to prevent or minimize property damage (including, without limitation, damage to the Board's own property), personal injury or damage to the environment or threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Facilities, the Security Property, or operations thereon.

In the event the Board fails to perform any of its obligations under this Section 8.10, then after written notice to the Board from the Bank and reasonable opportunity to cure, the Bank may perform (but shall not be required to perform) such obligations at the Board's reasonable expense, subject to appropriation by the Board therefor. In performing any such obligations of the Board, the Bank shall at all times be deemed to be the agent of the Board and shall not by reason of any such performance be deemed to be assuming any responsibility of the Board under any Environmental Laws or to any other person.

(c) During the Lease Term, to the extent permitted by law and subject to appropriation therefor, the Board shall indemnify and hold harmless the following (collectively the "*Indemnitees*"): the Bank and its officers, directors, employees, agents, affiliates and all of their successors and assigns against any and all claims, demands, losses, liabilities, costs and expenses (including, without limitation, reasonable attorney fees at trial, on any appeal or petition for review) in any bankruptcy or arbitration proceeding or otherwise incurred by any of the Indemnitees:

(1) arising out of or relating to any investigatory or remedial action involving the Facilities or the Security Property, or the operations conducted thereon, and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws; or

(2) on account of injury to any person or damage to any property arising out of or in connection with or in any way relating to:

(i) any applicable laws or regulations, including, without limitation, Environmental Laws;

(ii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances

on the Facilities or the Security Property, or in connection with operations conducted thereon; or

(iii) the contamination of the Facilities or the Security Property by Hazardous Substances.

Section 8.11. Additional Covenants. The Board covenants that during the Lease Term, it will:

(a) promptly and with due diligence acquire and construct the Improvements to be financed with proceeds of the Certificates;

(b) subject to the provisions of the Primary Lease, the Security Lease and this Lease, continue to operate the Facilities and the Security Property in good repair and in an efficient and economical manner, making necessary and proper repairs and replacements;

(c) take no action to change its corporate identity and make no attempt to cause its corporate existence to be abolished;

(d) maintain proper accounts in accordance with generally accepted accounting principles of transactions relating to the revenues of the Board; and

(e) keep or cause to be kept proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of, or in relation to, the business and affairs of the Board in accordance with generally accepted accounting principles.

ARTICLE IX

ASSIGNMENT, SUBLEASING, PLEDGING AND SELLING

Section 9.1. Assignment and Subleasing. The Board may not assign, transfer, encumber or sublease its rights to the Facilities, the Security Property or this Lease except as provided in this Section 9.1, and subject to each of the following conditions:

(a) No assignment or subleasing shall relieve the Board from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing, and subject to appropriation by the Board, the Board shall continue to remain primarily liable for payment of the payments specified in Section 5.3 hereof and for performance and observance of the other covenants and agreements on its part herein provided.

(b) No assignment or subleasing shall impair the status of interest on the Certificates for federal or state income purposes or the validity of the Certificates, as evidenced by delivery to the Bank and the Trustee of an Opinion of Special Counsel.

(c) The assignee or sublessee shall assume in writing the obligations of the Board hereunder to the extent of the interest assigned or subleased.

(d) The Board shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Bank a true and complete copy of each such assumption of obligations and assignment or sublease, as the case may be.

(e) The Board may not sell or encumber the Facilities or the Security Property without the consent of the Certificate Holders, which consent shall be subject to the requirements of Section 10.3(b) of the Trust Indenture.

Section 9.2. Restrictions on Sale by the Bank. The Bank agrees that, except as set forth in Article XI hereof or Article VII of the Trust Indenture, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of its interest in the Facilities or the Security Property, so long as there is no event of default that has not been cured or an Event of Nonrenewal has not occurred.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “events of default” under this Lease and the term “event of default” shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) Failure by the Board to pay the Lease Payments required to be paid under Section 5.3(a) or Section 5.3(b) hereof when the same shall become due and payable.

(b) Failure by the Board to make the payments required by Section 5.3(e) or Section 5.3(f) hereof.

(c) Failure by the Board to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Lease, other than as referred to in subsections (a) or (b) of this Section, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to the Board by the Bank, *provided, however*, that in the event that such failure cannot reasonably be remedied within such 30-day period, the Board has commenced such remedy during such 30-day period and diligently and continuously prosecutes the same to completion and the Board provides the Bank with a certification to such effect.

(d) The failure by the Board promptly to commence proceedings to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Facilities or the Security Property or to make any payments under this Lease, or the filing by the Board of a petition seeking a composition of indebtedness under any applicable law or statute of the United States of America or of the State.

(e) The Board admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the Facilities or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Board (other than bankruptcy proceedings instituted by the Board against third parties), and if instituted against the Board are allowed against the Board or are consented to or are not dismissed, stayed or otherwise nullified within ninety (90) days after such institution.

(f) An event of default caused by actions of the Board under the Trust Indenture shall have occurred and be continuing.

(g) Failure by the Board to perform any of its obligations under the Primary Lease or the Security Lease.

Section 10.2. Remedies on Default or Event of Nonrenewal. Whenever any event of default referred to in Section 10.1 hereof or an Event of Nonrenewal shall have occurred and is continuing, the Bank may take any one or more of the following remedial steps:

(a) The Bank may declare the Lease Payments payable hereunder for the remainder of the Initial Term or the Renewal Term then in effect to be immediately due and payable, whereupon the same shall become due and payable.

(b) The Bank may terminate this Lease and provide the Board notice to vacate the Facilities, the Security Property, or any portion thereof.

(c) The Bank may reenter, repossess, lease or sell part or all of its leasehold interest in the Facilities or the Security Property to the extent permitted by law and as provided by Section 7.3 of the Trust Indenture, and apply the proceeds thereof to the Board's obligations hereunder.

(d) The Bank may assume the rights of the Board under the Assigned Rights.

(e) The Bank may take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due for the remainder of the Initial Term or the Renewal Term then in effect, or to enforce performance or observance of any obligations, agreements, or covenants of the Board under this Lease.

In the event that the Board fails to make any payment required hereby for which it has appropriated funds, the payment so in default shall continue as an obligation of the Board until the amount in default shall have been fully paid.

Any moneys received by the Bank from the exercise of any of the above remedies, after reimbursement of any costs incurred by the Bank in connection therewith, shall be applied to satisfy the Board's obligations hereunder.

Notwithstanding the exercise of any remedy, the Bank may make any disbursements after the happening of any one or more events of default without thereby waiving its right to accelerate the Lease Payments pursuant to Section 10.2(a) hereof and without liability to make other or further disbursements. The provisions under this Section shall survive the termination of the Lease Term and this Lease for so long as Certificates remain Outstanding.

Section 10.3. No Duty of the Bank to Mitigate Damages. The Bank shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Board if an event of default shall occur hereunder.

Section 10.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. In the event the Board should default under any of the provisions of this Lease and the Bank shall employ attorneys or incur other expenses for the collection of payments or the enforcement of performance or observance of any obligation or agreement on the part of the Board, the Board agrees that it will on demand therefor pay to the Bank the reasonable fees of such attorneys and such other reasonable expenses incurred, subject to appropriation by the Board.

Section 10.6. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

OPTIONS TO PURCHASE

Section 11.1. General Option to Purchase Facilities. The Board shall have and is hereby granted the Option to Purchase the Bank's right, title and interest in the Facilities and to terminate the Lease Term at any time prior to, or concurrently with, the expiration of the Lease Term. This Option to Purchase may also survive the termination of the Lease Term, as provided in Section 11.6 below. To exercise such Option to Purchase the Board shall give written notice to the Bank, which shall specify the date of closing such purchase, which date shall be not less than ninety (90) nor more than one hundred eighty (180) days from the date such notice is mailed. The Board shall make arrangements satisfactory to the Bank and the Trustee for giving any required notice of redemption relating to the Certificates.

Section 11.2. Purchase Price. The purchase price payable by the Board in the event of its exercise of the Option to Purchase granted in Section 11.1 shall be the sum of the following:

(a) An amount of money or Government Obligations which will be sufficient to redeem the then Outstanding Certificates under the Trust Indenture on the Maturity Dates thereof or on the date(s) of earlier optional call for redemption of the Certificates, including, without limitation, principal, premium, if any, and interest on the Outstanding Certificates to the Maturity Dates thereof or on the date(s) of earlier optional call for redemption of the Certificates.

(b) An amount equal to fees and expenses due the Bank or the Trustee under the Trust Indenture accrued and to accrue until the final payment of the Outstanding Certificates.

(c) The sum of \$10 for the Facilities.

Upon the exercise of the Option to Purchase, the Board shall pay the sums required under this Section 11.2.

Section 11.3. Options to Purchase Facilities or Security Property in Certain Events. The Board shall also have and is hereby granted an Option to Purchase the Bank's right, title and interest in the Facilities or the Security Property, as applicable, and to terminate the Lease Term at any time prior to, or concurrently with, the expiration of the Lease Term if any of the following shall have occurred:

(a) The Facilities or the Security Property shall have been damaged or destroyed as set forth in Section 7.1 hereof to such extent that, as evidenced by a Consulting Architect's Certificate filed with the Board, the Bank and the Trustee, (i) the Facilities of the Security Property, as applicable, cannot be reasonably restored within a period of twelve (12) consecutive months to the condition thereof immediately preceding such damage or destruction, or (ii) the Board is thereby prevented from carrying on its normal operations at the Facilities or the Security Property, as applicable, for a period of twelve (12) consecutive months.

(b) Title to, or the temporary use of, all or substantially all the Facilities or the Security Property shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, including such a taking or takings as results, as evidenced in a Consulting Architect's Certificate filed with the Board, the Bank and the Trustee, in the Board being thereby prevented from carrying on its normal operations at the Facilities or the Security Property, as applicable, for a period of twelve (12) consecutive months.

To exercise any such Option to Purchase, the Board shall within six (6) months following the event authorizing the exercise of such Option to Purchase give written notice to the Bank and shall specify therein the date of closing such purchase, which date shall be not less than forty-five (45) nor more than ninety (90) days from the date such notice is mailed. The purchase price

payable by the Board in the event of its exercise of any Options to Purchase granted in this Section 11.3 shall be the sum of the following:

- (1) An amount of money or Government Obligations which, when added to the amount of other moneys which may be used for this purpose, will be sufficient to pay the Outstanding Certificates on the Maturity Dates thereof and all interest to accrue to said Maturity Dates or on the date(s) of earlier optional call for redemption of the Certificates.
- (2) An amount equal to the Trustee's fees and expenses under the Trust Indenture.
- (3) The sum of \$10 for the Facilities.

Section 11.4. Option to Purchase Upon Expiration of the Lease Term. Provided that no Certificates shall be Outstanding, the Board shall have the Option to Purchase the Bank's remaining right, title and interest in the Facilities, if any, upon expiration of the Lease Term. The purchase price payable by the Board shall be the sum of the following:

- (a) An amount equal to the unpaid Trustee's fees and expenses under the Trust Indenture.
- (b) The sum of \$10 for the Facilities.

Section 11.5. Conveyance on Purchase. At the closing of any purchase pursuant to this Article XI, the Bank will, upon receipt of the purchase price, deliver to the Board documents conveying its right, title and interest in the Facilities or the Security Property, as applicable, being purchased by terminating the Primary Lease or the Security Lease, as applicable, and this Lease.

The Board and the Bank shall cooperate in executing such documents as are reasonably necessary to accomplish the purpose of this paragraph.

Section 11.6. Survival of Options to Purchase. The Options to Purchase the Bank's right, title and interest in the Facilities and the Security Property shall survive the termination of the Lease Term and this Lease for so long as Certificates remain Outstanding.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Notices. Any notice required or permitted to be given under this Lease shall be in writing and (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by Federal Express or similar nationally recognized overnight courier service, or (iv) transmitted by electronic mail with a hard copy sent within one (1) Business Day by any of the foregoing means. Such notice shall be deemed to have been given upon the date of actual receipt or delivery (or refusal to accept delivery), as evidenced

by the notifying party's receipt of written or electronic confirmation of such delivery or refusal, if received by the party to be notified between the hours of 8:00 A.M. and 5:00 P.M. Mountain time on any Business Day, with delivery made after such hours to be deemed received the following Business Day; *provided, however*, notices to the Trustee and the Bank shall be deemed given only upon receipt by the Trustee or the Bank. For purposes of notice, the addresses of the parties shall be as follows:

If to the Board: Board of Education of Box Elder School District, Utah
960 South Main Street
Brigham City, UT 84302
Attention: Neil Stevens, Business Administrator
Email: neil.stevens@besd.net

If to the Bank: U.S. Bank Trust Company, National Association, as Lessor
Attention: Laurel R. Bailey, Vice President
170 South Main Street, Suite 200
Salt Lake City, UT 84101
Email: laurel.bailey@usbank.com

If to the Trustee: U.S. Bank Trust Company, National Association, as Lessor
Attention: Laurel R. Bailey, Vice President
170 South Main Street, Suite 200
Salt Lake City, UT 84101
Email: laurel.bailey@usbank.com

Section 12.2. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Board and the Bank and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 12.3. Compliance with Public Contract Boycott Restrictions. The Bank hereby certifies and agrees that:

(a) the Bank is not currently engaged in (i) a boycott of the State of Israel; or (ii) an economic boycott;

(b) the Bank agrees not to engage in a boycott of the State of Israel for the duration of such contract; and

(c) the Bank agrees to notify the Issuer in writing if the Bank begins engaging in an economic boycott (which notice may be grounds for termination of the contract).

For purposes of this certification:

(a) "*Boycott action*" means refusing to deal, terminating business activities, or limiting commercial relations.

(b) “*Boycott of the State of Israel*” means engaging in a boycott action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.

(c) “*Boycotted company*” means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (ii) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

(d) “*Economic boycott*” means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a boycotted company; or (B) another company because the company does business with a boycotted company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a boycotted company; or (B) another company because the company does business with a boycotted company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the Board, the Bank agrees to execute such further written certification as may be deemed necessary or convenient for the Board to establish compliance with Title 63G, Chapter 27 of the Utah Code.

Section 12.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.5. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Trust Indenture, this Lease may not be effectively amended, changed, modified, altered or terminated without the written consent of the Board and the Bank and in no manner that creates a liability of the Board beyond the Lease Term.

Section 12.6. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.7. No Offsets. The Board shall pay all payments required hereunder, without abatement, deduction, offset or setoff other than those herein expressly provided. The Board waives any and all existing and future claims and offsets against any payments required hereunder.

Section 12.8. Recording. The Board shall cause this Lease and every assignment and modification hereof or an appropriate and sufficient memorandum thereof to be recorded in the office of the recorder of Box Elder County, Utah, and shall provide a copy thereof to the Bank.

Section 12.9. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State.

Section 12.10. Surrender and Holding Over. In the event Certificates remain outstanding at the end of, or at the termination of, the Lease Term, unless the Options to Purchase are exercised, the Board shall surrender and deliver to the Bank the possession of the Facilities and the Security Property, together with all improvements, free and clear of all liens and encumbrances other than Permitted Encumbrances, and in good condition subject to reasonable wear and tear.

Concurrently with the surrender of the Facilities and the Security Property as herein provided, the Board agrees, if requested by the Bank and for the benefit of the Bank, to execute, acknowledge and deliver to the Bank documentation evidencing the Bank's leasehold interest in the Facilities and the Security Property.

To the extent allowed by law, the Board shall indemnify and hold the Bank harmless from any loss or liability resulting from delay by the Board in surrendering the Facilities and the Security Property, including, without limitation, any claims made by any succeeding tenant founded on such delay only from amounts then appropriated therefor. The Board shall be only a tenant at sufferance, whether or not the Bank accepts any Lease Payments from the Board while the Board is holding over without the Bank's written consent.

Section 12.11. Limitation of Liability. No covenant or agreement contained in this Lease, the Primary Lease, the Security Lease, the Trust Indenture or the Certificates shall be deemed to be a covenant or agreement of any member, director, trustee, officer or employee of the Board in an individual capacity. No recourse shall be had for any claim based on this Lease, the Primary Lease, the Security Lease, the Trust Indenture or the Certificates against any member, director, trustee, officer or employee, past, present or future, of the Board or of any successor body as such, either directly or through the Board or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

No covenant or agreement contained in this Lease, the Primary Lease, the Security Lease, the Trust Indenture or the Certificates shall be deemed to be a covenant or agreement of the Board, or otherwise obligate the Board, to make a future appropriation of funds. Any provision for payment or indemnification by the Board made subject to appropriation of funds recognizes that the act of budgeting funds is solely within the discretion of the Board and that no claim may be had against the Board in excess of the amounts appropriated by the Board during the then current Lease Term to make payments hereunder.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Bank and the Board have caused this Lease to be executed in their respective corporate names as of the date first above written.

LESSOR:

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

By: _____
Name: _____
Title: _____

LESSEE:

BOARD OF EDUCATION OF BOX ELDER SCHOOL
DISTRICT, UTAH, as Lessee

By: _____
Name: _____
Title: _____

ATTEST:

By _____
Business Administrator

STATE OF UTAH)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared Laurel R. Bailey, known or identified to me to be a Vice President of U.S. Bank Trust Company, National Association, the entity that executed the within instrument, or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Utah
Residing at _____
My commission expires _____

STATE OF UTAH)
)ss.
COUNTY OF BOX ELDER)

On this ____ day of _____, 2026, before me, a Notary Public in and for said State, personally appeared _____ and Neil Stevens, known or identified to me to be the President of the Board of Education of Box Elder School District, Utah, and the Business Administrator of the Box Elder School District, Utah, the entity that executed the within instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Utah
Residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY AND THE SECURITY PROPERTY

[MAP]

EXHIBIT B

LEASE PAYMENTS

[TABLE]

EXHIBIT C

PERMITTED ENCUMBRANCES

[All taxes and assessments, together with any and all existing easements, rights-of-way, reservations, restrictions and encumbrances of record or visible on the Property.]

EXHIBIT D

FORM OF REQUISITION

**DISBURSEMENT REQUEST NO. ___
(CONSTRUCTION FUND)**

U.S. Bank Trust Company, National Association, as Trustee
Attention: Laurel R. Bailey, Vice President
170 South Main Street, Suite 200
Salt Lake City, UT 84101
Email: laurel.bailey@usbank.com

Re: \$[Principal Amount] Board of Education of Box Elder School District, Utah
Annual Appropriation
Certificates of Participation, Series 2026 (the “Certificates”)

Pursuant to the provisions of Section 4.3 of the Annual Appropriation Lease Agreement dated as of [Closing Month] 1, 2026 (the “*Lease*”), by and between the Board of Education of Box Elder School District, Utah, as lessee (the “*Board*”) and U.S. Bank Trust Company, National Association, as lessor (the “*Bank*”), and pursuant to the provisions of Section 3.1 of the Trust Indenture among the Board, the Bank and the above Trustee dated as of [Closing Month] 1, 2026 (the “*Trust Indenture*”), the undersigned, as an Authorized Representative of the Board, hereby requests the Trustee to make a disbursement from the Construction Fund in the amount of \$ _____ (“*Requested Amount*”), which Requested Amount is due and payable in accordance with the attached Schedule.

The undersigned certifies that the Schedule states: (i) the description for which payment or reimbursement is requested, (ii) that the Requested Amount has been incurred by the Board and has been paid or is to be paid by the Board, (iii) that all necessary permits and approvals presently required for the Facilities have been issued and are in full force and effect, and (iv) that such withdrawal is being made to reimburse the Board or to pay a third party for the payment of the Costs of Acquisition and Construction of the Improvements. The undersigned certify that the purpose for which the Requested Amount was incurred is permitted as Costs of Acquisition and Construction under the terms of the Trust Indenture; that such is a proper charge against the Construction Fund; and that such Requested Amount has not been previously paid from the Construction Fund.

To the best of our knowledge, after due investigation, there is no lien, right to lien or attachment upon, or other claim affecting the right of the Board or the party or parties listed on the Schedule to receive payment or reimbursement of the Requested Amount, which has not been released or will not be released simultaneously with the payment of the Requested Amount, other than labor liens, materialmen’s liens or mechanic’s liens accruing by operation of law.

No Event of Default (as defined in the Trust Indenture) or other event which, with the giving of notice or the passage of time or both, would constitute such Event of Default, has occurred.

Dated this ____ day of _____, 20__.

BOARD OF EDUCATION OF BOX ELDER SCHOOL
DISTRICT, UTAH, as Lessee

By: _____

**SCHEDULE TO DISBURSEMENT REQUEST NO. 1
(CONSTRUCTION FUND)**

AMOUNT: \$xx.xx

PAYEE:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Improvements Description/Purpose: Costs of Acquisition and Construction of the Improvements.

Costs have been incurred by the Board:

Costs are to be paid by the Board: _____

All necessary permits and approval presently required have been issued and are in full force and effect: _____

Reimburse CWT _____; Pay third party _____

EXHIBIT E

FORM OF NOTICE OF INTENT TO RENEW

To: U.S. Bank Trust Company, National Association, as Lessor (the “*Bank*”)
U.S. Bank Trust Company, National Association, as Trustee (the “*Trustee*”)

DATE: _____, 20__

RE: Annual Appropriation Lease Agreement dated [Closing Month] 1, 2026 (the “*Appropriation Lease*”), between the Board of Education of Box Elder School District, Utah, as lessee (the “*the Board*”), and the Bank, as lessor, related to the Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026, dated [Closing Month] 1, 2026, issued pursuant to the Annual Appropriation Trust Indenture dated [Closing Month] 1, 2026 (the “*Trust Indenture*”), among the Board, the Bank, and the Trustee

NOTICE IS HEREBY GIVEN pursuant to Section 5.1 of the Appropriation Lease of the Board’s intent to renew the Appropriation Lease for the one-year period commencing July 1, 20__, through June 30, 20__ (the “*Renewal Term*”), and the Board hereby confirms that the Board shall consider at a meeting an appropriation of funds sufficient to pay Lease Payments for the Renewal Term or, alternatively, notify the Bank and the Trustee that the Board has elected not to renew the Appropriation Lease. This Notice of Intent to Renew is conditioned upon appropriation by the Board of funds in the amount of the Lease Payments due under the Appropriation Lease during the Renewal Term. Upon such appropriation, no later than June 30, 20__, the Board shall deliver its Notice of Renewal to the Bank and the Trustee, together with a copy of the Board’s official action appropriating sufficient funds to pay the Lease Payments due for the Renewal Period.

In the event funds to renew the Appropriation Lease are not appropriated by the Board as set forth above, the obligation of the Board to make Lease Payments extends only through the current Lease Term; such obligation terminates at the expiration of the current Lease Term. In such event, the Board shall timely notify the Bank and the Trustee that the Board has elected not to renew the Appropriation Lease for an additional Renewal Term, and an Event of Nonrenewal shall be deemed to have occurred and the Bank may exercise the remedies provided under the Appropriation Lease, and the Trustee, as provided under the Trust Indenture.

By execution of the applicable Acknowledgment and Consent below, the Board requests the Bank and the Trustee to acknowledge timely receipt of this Notice of Intent to Renew and consent to the renewal of the Appropriation Lease conditioned upon timely receipt from the Board of the Notice of Renewal.

Capitalized terms used in this notice and not defined herein shall have the meanings assigned to such terms in the Trust Indenture.

BOARD OF EDUCATION OF BOX ELDER SCHOOL
DISTRICT, UTAH

By: _____
Title: _____

BANK'S ACKNOWLEDGMENT AND CONSENT

The undersigned, on behalf of the Bank, acknowledges timely receipt of the Board's Notice of Intent to Renew the Appropriation Lease, and consents to the renewal of the Appropriation Lease conditioned upon receipt from the Board of its Notice of Renewal no later than June 30, 20__.

Effective the ____ day of _____, 20__.

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

By: _____
Title: _____

TRUSTEE'S ACKNOWLEDGMENT AND CONSENT

The undersigned, on behalf of the Trustee, acknowledges timely receipt of the Board's Notice of Intent to Renew the Appropriation Lease, and consents to the renewal of the Appropriation Lease conditioned upon receipt from the Board of its Notice of Renewal no later than June 30, 20__.

Effective the ____ day of _____, 20__.

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

By: _____
Title: _____

EXHIBIT F

FORM OF NOTICE OF RENEWAL

TO: U.S. Bank Trust Company, National Association, as Lessor (the “*Bank*”)
U.S. Bank Trust Company, National Association, as Trustee (the “*Trustee*”)

DATE: _____, 20__

RE: Annual Appropriation Lease Agreement dated [Closing Month] 1, 2026 (the “*Appropriation Lease*”), between the Board of Education of Box Elder School District, Utah, as lessee (the “*the Board*”), and the Bank, as lessor, related to the Board of Education of Box Elder School District, Utah Annual Appropriation Certificates of Participation, Series 2026, dated [Closing Month] 1, 2026, issued pursuant to the Annual Appropriation Trust Indenture dated [Closing Month] 1, 2026 (the “*Trust Indenture*”), among the Board, the Bank, and the Trustee

NOTICE IS HEREBY GIVEN pursuant to Section 5.1 of the Appropriation Lease of the Board’s renewal of the Appropriation Lease for the one-year period commencing July 1, 20__, through June 30, 20__ (the “*Renewal Term*”). Delivered herewith is a copy of the Board’s official action with evidence of appropriation of funds sufficient to pay the Lease Payments due for the Renewal Term.

The obligation of the Board to make Lease Payments extends only through the Renewal Term; such obligation terminates at the expiration of the Renewal Term.

By execution of the applicable Acknowledgment and Consent below, the Board requests the Bank and the Trustee to acknowledge timely receipt of this Notice of Renewal and consent to the Renewal Term.

Capitalized terms used in this notice and not defined herein shall have the meanings assigned to such terms in the Trust Indenture.

BOARD OF EDUCATION OF BOX ELDER SCHOOL
DISTRICT, UTAH

By: _____
Title: _____

BANK'S ACKNOWLEDGMENT AND CONSENT

The undersigned, on behalf of the Bank, acknowledges timely receipt of the Board's Notice of Renewal of the Appropriation Lease, and consents to the renewal of the Appropriation Lease for Renewal Term commencing July 1, 20__, through June 30, 20__.

Effective the ____ day of _____, 20__.

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

By: _____
Title: _____

TRUSTEE'S ACKNOWLEDGMENT AND CONSENT

The undersigned, on behalf of the Bank, acknowledges timely receipt of the Board's Notice of Renewal of the Appropriation Lease, and consents to the renewal of the Appropriation Lease for Renewal Term commencing July 1, 20__, through June 30, 20__.

Effective the ____ day of _____, 20__.

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

By: _____
Title: _____