

Salt Lake City, Utah

February 6, 2018

The County Council (the “Council”) of Salt Lake County, Utah (the “County”), met in regular session at the regular meeting place of the Council in Salt Lake City, Utah at 4:00 p.m. on Tuesday, February 6, 2018, with the following members present

Aimee Winder Newton	Chair and Councilmember
Jim Bradley	Councilmember
Arlyn Bradshaw	Councilmember
Max Burdick	Councilmember
Steve DeBry	Councilmember
Sam Granato	Councilmember
Michael Jensen	Councilmember
Richard Snelgrove	Councilmember
Jenny Wilson	Councilmember

Also present:

Craig Wangsgard	Deputy District Attorney
Ben McAdams	Mayor

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Deputy County Clerk determined that the notice requirements of the Open Meeting Law had been met with respect to this February 6, 2018, meeting, as indicated by the Certificate of Compliance, a copy of which is attached hereto as Exhibit A.

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

YEA:

NAY:

This Resolution was then signed by the Chair in open meeting and recorded by the Deputy County Clerk. The Resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY, UTAH (THE "ISSUER") AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE INDENTURE OF TRUST RELATING TO THE ISSUER'S SCHOOL FACILITY REVENUE BONDS, SERIES 2010A AND 2010B (WATERFORD SCHOOL, LLC); APPROVING THE EXECUTION AND DELIVERY BY THE ISSUER OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION AND RELATED MATTERS.

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

WHEREAS, Waterford School, LLC (collectively with any related parties, the "Borrower"), approached the Issuer and requested the Issuer to issue revenue bonds and lend the proceeds thereof to the Borrower to refinance the construction, renovation, equipping and furnishing of the Borrower's facilities located in Sandy, Utah (the "Project"); and

WHEREAS, in connection with the refinancing of the Project, on or about August 24, 2010, ZB, National Association dba Zions Bank (formerly known as Zions First National Bank) (the "Purchaser") purchased the County's School Facility Revenue Bonds, Series 2010A and Series 2010B (Waterford School, LLC) (the "Bonds") issued by the Issuer pursuant to (i) a Loan Agreement dated as of August 1, 2010 (the "Loan Agreement"), between the Borrower and the Issuer and (ii) an Indenture of Trust dated as of August 1, 2010 (the "Indenture"), between the Issuer and ZB, National Association dba Zions Bank (formerly known as Zions First National Bank), as trustee (the "Trustee"); and

WHEREAS, pursuant to the terms of the Indenture, the interest rate on the Bonds would, but for the amendments described herein, increase as a result of changes made to the Federal tax code in December 2017 and the Purchaser and the Borrower desire to revise certain provisions of the Indenture to prevent such increase from taking place and have requested that the Issuer approve such revisions; and

WHEREAS, in order to accomplish the purposes set forth in the preceding recitals, the County Council desires to authorize an Amendment to Indenture of Trust (the "Amendment to Indenture of Trust"), in substantially the form presented to the Council at this meeting; and

WHEREAS, the Act and the documents previously signed by the Issuer provide that the Bonds shall not constitute or give rise to a general obligation or liability of the Issuer or be a charge against its general credit or taxing powers and that the Bonds will be payable from and secured only by the revenues arising from the pledge and assignment under the Indenture and nothing in the Amendment to Indenture of Trust will alter such provisions.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Salt Lake County, Utah as follows:

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All action heretofore taken, not inconsistent with the provisions of this resolution, by the County Council and by the officers of the Issuer directed toward the Amendment to Indenture of Trust are hereby ratified, approved and confirmed.

Section 2. The Amendment to Indenture of Trust, in substantially the form presented to the County Council at this meeting and attached hereto as Exhibit B, with such changes as are authorized by Section 3 hereof, is hereby approved in all respects, and the Mayor or his designee (the "Mayor") and the County Clerk or Deputy County Clerk (the "County Clerk") are hereby authorized to execute the same and replacement Bonds as contemplated by the Amendment to Indenture of Trust, on behalf of the Issuer and to affix the seal of the Issuer thereto and the acts of the Mayor and County Clerk in so doing are and shall be the act and deed of the Issuer. The Mayor and the County Clerk or any other proper officers and employees of the Issuer are hereby authorized and directed to take all steps on behalf of the Issuer to perform and discharge the obligations of the Issuer under said document

Section 3. The Mayor is hereby authorized to make, either prior or subsequent to the execution thereof, any alterations, changes or additions in the Amendment to Indenture of Trust or the Bonds, which may be necessary to correct any errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the agreement between the Borrower and Purchaser with respect to this financing transaction, to the provisions of this resolution, or any other resolution adopted by the Issuer, or the provisions of the laws of the State of Utah or the United States as long as the rights of the Issuer are not materially adversely affected thereby.

Section 4. The Mayor and the County Clerk and any other duly authorized officers of the Issuer are hereby authorized to execute all documents, including without limitation, supplemental tax certificates and IRS reporting documents, and take such action as they may deem necessary or advisable in order to carry out and perform the

purpose of this resolution, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 5. It is hereby declared that all parts of this resolution are severable and that if any section, paragraph, clause, or provision of this resolution shall, for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect the remaining provisions of this resolution.

Section 6. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation or part thereof heretofore repealed.

Section 7. This resolution shall take effect immediately upon its approval and adoption.

After the conduct of other business not pertinent to the above, the meeting was, on motion duly made and seconded, adjourned.

(SEAL)

By: _____
Chair

ATTEST AND COUNTERSIGN:

By: _____
Deputy County Clerk

STATE OF UTAH)
)
) : ss.
)
COUNTY OF SALT LAKE)

I, the undersigned duly appointed, qualified and acting Deputy County Clerk of Salt Lake County, Utah (the “County”), do hereby certify:

(a) The foregoing pages are a true, perfect and complete copy of a resolution duly adopted by the County Council of the County during proceedings of the County Council of the County, had and taken at a lawful regular meeting of said County Council held at the County offices in Salt Lake, on the 6th day of February, 2018, commencing at the hour of 4:00 p.m., as recorded in the regular official book of the proceedings of the County kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 6th day of February, 2018.

Deputy County Clerk

(S E A L)

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, the undersigned Deputy County Clerk of Salt Lake County, Utah (the "County") do hereby certify, according to the records of the County in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the February 6, 2018, public meeting held by the County Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of Salt Lake County on February __, 2018, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

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

(a) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune and the Deseret News pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

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

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 6, 2018.

Deputy County Clerk

(S E A L)

ATTACHMENTS:

Schedule 1—Public Notice of Meeting

Schedule 2—Notice of 2018 Annual Meeting Schedule

EXHIBIT B

FORM OF AMENDMENT TO INDENTURE OF TRUST

AMENDMENT TO INDENTURE OF TRUST

THIS AMENDMENT TO INDENTURE OF TRUST, dated as of _____, 2018 (the “Amendment”), by and between Salt Lake County, Utah, a duly organized and existing political subdivision of the State of Utah (the “Issuer”) and ZB, National Association dba Zions Bank (formerly known as Zions First National Bank), a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah (the “Trustee”);

WITNESSETH:

WHEREAS, Salt Lake County, Utah (the “Issuer”), has previously issued its School Facility Revenue Bonds, Series 2010A and Series 2010B (Waterford School, LLC) (the “Series 2010 Bonds”) for the purpose of refinancing the costs of the acquisition, construction and furnishing of the facilities and improvements (the “Project”) for Waterford School, LLC (the “Borrower”), which Bonds were purchased by ZB, National Association dba Zions Bank (formerly known as Zions First National Bank) (the “Purchaser”); and

WHEREAS, in connection with the issuance of the Series 2010 Bonds, the Issuer has previously entered into an Indenture of Trust dated as of August 1, 2010 (as amended from time to time, the “Indenture”), between the Issuer and the Trustee; and

WHEREAS, pursuant to the terms of the Indenture, the interest rate on the Series 2010 Bonds would, but for the amendments described herein, increase as a result of changes made to the Federal tax code in December 2017 and the Issuer, the Purchaser and the Borrower desire to revise certain provisions of the Indenture to prevent such increase from taking place; and

WHEREAS, in order to effectuate the needed revisions, the County Council has adopted a resolution on _____, 2018 (the “Resolution”) authorizing (among other things) the execution and delivery of this Amendment;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I

AMENDMENT TO INDENTURE

Section 1.1 Amendment to Definition of “Change of Tax Status”. The definition of “Change of Tax Status”, set forth in Section 101 of the Indenture is hereby amended to read as follows, with the changes taking effect retroactive to January 1, 2018:

“Change of Tax Status” means, as a result of a change in State or Federal tax laws, rates or schedules (and not solely as a result of a change in the level of the Purchaser’s profitability) the combined State of Utah and Federal corporate income tax rate applicable to the Purchaser is less than 20%.

Section 1.2 Amendment to References to Zions First National Bank. Each of the references to “Zions First National Bank” in the Indenture (including, without limitation, in the definitions of “Purchaser” and “Trustee”) is hereby amended and replaced with the following: “ZB, National Association dba Zions Bank”.

Section 1.3 Amendment to Section 202(c). Section 202(c) of the Indenture is hereby amended to read as follows:

(c) The Series 2010A Bonds are dated their Delivery Date and shall mature on April 1, 2019, subject to prior redemption, as provided herein. The Series 2010A Bonds shall bear interest (payable on each applicable Interest Payment Date) at the Series 2010A Fixed Interest Rate; provided, however, that (i) from and after an Event of Taxability, or (ii) following a Change of Tax Status, the Series 2010A Bonds shall bear interest at a per annum rate equal to 5.00%.

Section 1.4 Amendment to Section 203(c). Section 203(c) of the Indenture is hereby amended to read as follows:

(c) The Series 2010B Bonds shall be dated their Delivery Date and shall mature on August 1, 2023, subject to prior redemption, as provided herein. The Series 2010B Bonds shall bear interest (payable on each applicable Interest Payment Date), as follows:

(i) during the Series 2010B Variable Rate Period at the Series 2010B Variable Interest Rate (subject to conversion at the option of the School to a Series 2010B Fixed Interest Rate, as provided herein); and

(ii) during the Series 2010B Fixed Interest Rate Period, if any, at the Series 2010B Fixed Interest Rate;

provided, however, that (i) from and after an Event of Taxability, or (ii) following a Change of Tax Status, in either case whether during the Series 2010B Variable Rate Period, or the Series 2010B Fixed Interest Rate

Period, the Series 2010B Bonds shall bear interest at a per annum rate equal to 1.0% above the then applicable Series 2010B Variable Interest Rate or Series 2010B Fixed Interest Rate; and provided further, that none of the Series 2010B Bonds shall bear interest at a rate per annum in excess of the Maximum Rate.

Section 1.5 Amended Forms of Series 2010 Bonds. In connection with the revisions to the Indenture made in this Amendment, each of the forms of the Series 2010 Bonds will be amended and delivered as set forth in Exhibit B attached hereto.

Section 1.6 Consent of Purchaser. As shown in Exhibit A hereto, the Purchaser, as owner of 100% of the Series 2010 Bonds, has consented to the amendments made hereby.

Section 1.7 Counterparts. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1.8 Indenture to remain in effect. Except as previously amended and supplemented and as amended or supplemented hereby the Indenture shall remain in full force and effect.

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

SALT LAKE COUNTY, UTAH

By: _____
Mayor

(S E A L)

Countersigned:

By: _____
County Clerk

ZB, NATIONAL ASSOCIATION DBA
ZIONS BANK, as Trustee

By: _____
Title: _____

Agreed and consented to by:

WATERFORD SCHOOL, LLC,
a Utah limited liability company

By: _____
Its: _____

Attests:

By: _____
Its: _____

EXHIBIT A

BONDHOLDER CONSENT TO AMENDMENT

The undersigned (the “Bondholder”) is the registered and beneficial owner of 100% of the Salt Lake County, Utah School Facility Revenue Bonds, Series 2010A and Series 2010B (Waterford School, LLC) (the “Series 2010 Bonds”), issued pursuant to an Indenture of Trust dated as of August 1, 2010 (the “Indenture”), by and between Salt Lake County, Utah (the “Issuer”) and ZB, National Association dba Zions Bank (formerly known as Zions First National Bank), as trustee (the “Trustee”). The Bondholder has received a copy of the Amendment to Indenture of Trust dated as of _____, 2018, between the Issuer and the Trustee (the “Indenture Amendment”), which provides for the amendment of the Indenture as a result of certain changes to the Federal tax laws in December 2017.

The Bondholder, as the owner of 100% of the Series 2010 Bonds, hereby consents to the Indenture Amendment.

The Bondholder hereby certifies that the individual executing this Consent on behalf of the Bondholder is authorized to do so. The Bondholder acknowledges receipt of notice of the Indenture Amendment and waives any irregularity in the same.

DATED this _____, 2018.

ZB, NATIONAL ASSOCIATION DBA
ZIONS BANK

By: _____

Its: _____

EXHIBIT B

FORM OF BONDS