

SALT LAKE COUNTY, UTAH

RESOLUTION NO. ____

AUTHORIZING THE ISSUANCE AND SALE OF

\$70,000,000

TAX AND REVENUE ANTICIPATION NOTES

SERIES 2019

ADOPTED JUNE 4, 2019

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SALT LAKE COUNTY, UTAH

PROCEEDINGS AUTHORIZING THE ISSUANCE AND THE SALE OF \$70,000,000 TAX AND REVENUE ANTICIPATION NOTES, SERIES 2019, OF SALT LAKE COUNTY, UTAH

RESOLUTION No. _____

ADOPTED JUNE 4, 2019

A RESOLUTION OF THE COUNTY COUNCIL OF SALT LAKE COUNTY, UTAH, ADOPTING A PLAN OF FINANCING AND AUTHORIZING THE ISSUANCE AND THE SALE OF \$70,000,000 TAX AND REVENUE ANTICIPATION NOTES, SERIES 2019, OF SALT LAKE COUNTY, UTAH; AND RELATED MATTERS.

*** *** ***

WHEREAS a report has been made by the Mayor's office that it is necessary to raise the sum of \$70,000,000 for the purpose of meeting the current and necessary expenses of the County and for any other purpose for which funds of the County may be legally expended, during the fiscal year 2019, until the taxes and other revenues for the fiscal year 2019 are collected, and that such sum can be raised without incurring any indebtedness or liability in excess of seventy-five percent (75%) of the tax revenues and other revenues of the County for the fiscal year 2019 or ninety percent (90%) of the taxes and other revenues of the County estimated to be received by the County in the fiscal year 2019, or exceeding any limit of indebtedness imposed by the Constitution or statutes of the State of Utah;

WHEREAS, a notice inviting bids either (a) electronically via the PARITY® electronic bid submission system ("PARITY®") or (b) facsimile transmission for the purchase of the County's \$70,000,000 Tax and Revenue Anticipation Notes, Series 2019 (the "Notes") will be advertised by publication of a Notice of Sale (the "Notice of Sale") electronically on PARITY® on July 2, 2019 (or such other date deemed desirable by the Designated Officer (defined below)) and brought to the attention of potential purchasers of the Notes (the "Potential Purchasers");

WHEREAS, in the opinion of the Council, it is in the best interests of the County that (a) the Council adopt the plan of financing for the issuance of the Notes contained in this Note Resolution (the "Plan"); (b) pursuant to the Plan, the Designated Officer be authorized to approve the interest rate and other terms and provisions relating to the Notes and to execute the Certificate of Determination containing such terms and provisions, (c) the Designated Officer be authorized to accept the bid of the Potential Purchasers that results in the lowest net effective interest cost to the County and which bid conforms to the requirements of the Notice of Sale, (d) the form of the Preliminary Official Statement attached hereto as *Annex I*, and its distribution, be authorized, and (e) the execution and delivery of the Final Official Statement in substantially the

form of the Preliminary Official Statement attached hereto as *Annex I* (the “*Final Official Statement*”) be authorized;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNTY COUNCIL OF SALT LAKE COUNTY, UTAH, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions. As used in this Note Resolution (including the preambles hereto), unless the context shall otherwise require, the following terms shall have the following meanings:

“*Accounts*” means the Payment Account, the Proceeds Account and the Rebate Account.

“*Act*” means collectively the Local Government Bonding Act, Chapter 14 of Title 11 of the Utah Code and the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code.

“*Cede*” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes pursuant to Section 210 hereof.

“*Certificate of Determination*” means the Certificate of Determination, a form of which is attached hereto as *Annex II*, of the Designated Officer delivered pursuant to Section 201 of this Note Resolution, setting forth certain terms and provisions of the Notes.

“*Chair*” means the Chair of the Council or, in the case of his absence or disability, the duly elected Vice-Chair of the Council.

“*Chief Financial Officer*” means the Deputy Mayor for Finance and Administration of the County.

“*Closing Date*” means the date of the delivery of the Notes pursuant to Section 203(c) hereof.

“*Code*” means the Internal Revenue Code of 1986.

“*Council*” means the County Council of the County.

“*County*” means Salt Lake County, Utah.

“*County Auditor*” means the County Auditor, or in the case of his absence, his designee.

“*County Clerk*” means the County Clerk or any Deputy County Clerk.

“County Treasurer” means the County Treasurer or, in the case of his absence or disability, any Deputy County Treasurer.

“Current Fiscal Year” means the fiscal year of the County commencing on January 1, 2019, and ending on December 31, 2019.

“Designated Officer” means the Mayor.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Exchange Note” means any Exchange Note as defined in Section 204 hereof.

“Letter of Representations” means the Blanket Issuer Letter of Representations from the County to DTC, dated August 10, 1995.

“Mayor” means (a) the Mayor of the County, (b) as provided by Executive Order No. 2019-7, Darrin Casper as the Deputy Mayor for Finance and Administration, Catherine Kanter as the Deputy Mayor of Regional Operations, Erin Litvack as Deputy Mayor of County Services, Kimberly Barnett as Associate Deputy Mayor of Salt Lake County, Dina Blaes as Associate Deputy Mayor of Salt Lake County, and Mike Reberg as Associate Deputy Mayor of Salt Lake County or (c) any other officers or employees of the County who are duly authorized to execute bonds and other evidence of indebtedness, contracts, and other documents of the County.

“Note Counsel” means Chapman and Cutler LLP, or another attorney or firm of attorneys of nationally-recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

“Note Registrar” means each Person appointed by the County as note registrar and agent for the transfer, exchange and authentication of the Notes. Pursuant to Section 203 hereof the initial Note Registrar is the County Treasurer.

“Note Resolution” means this resolution of the Council adopted on June 4, 2019, authorizing the issuance and sale of the Notes.

“Noteholder” or *“Holder”* means the registered owner of any Note as shown in the registration books of the County kept by the Note Registrar for such purpose.

“Notes” means the \$70,000,000 Tax and Revenue Anticipation Notes, Series 2019, of the County authorized by this Note Resolution.

“Participants” means those broker dealers, banks and other financial institutions from time to time for which DTC holds Notes as securities depository.

“Paying Agent” means the County Treasurer, as paying agent with respect to the Notes.

“*Payment Account*” means the “Series 2019 Tax and Revenue Anticipation Notes Payment Account” established in Section 301 hereof.

“*Person*” means natural persons, firms, partnerships, associations, corporations, trusts, public bodies and other entities.

“*Proceeds Account*” means the “Series 2019 Tax and Revenue Anticipation Notes Proceeds Account” established in Section 301 hereof.

“*Rebate Account*” means the “Series 2019 Tax and Revenue Anticipation Notes Rebate Account” established in Section 301 hereof.

“*Regulations*” means the United States Treasury Regulations (26 CFR Part 1) issued or proposed under Section 103, Section 148 or Section 149 of the Code, or other Sections of the Code relating to “arbitrage bonds” or rebate and includes amendments thereto or successor provisions.

“*Sale Proceeds*” means the amount paid by the Potential Purchasers to the County as the purchase price for the Notes, excluding accrued interest.

“*Tax Exemption Certificate*” means the County’s Tax Exemption Certificate and Agreement, dated the Closing Date, containing certifications and representations as to matters pertaining to the tax-exempt status of interest on the Notes.

“*Utah Code*” means Utah Code Annotated 1953, as amended.

The terms “*hereby*,” “*hereof*,” “*hereto*,” “*herein*,” “*hereunder*,” and any similar terms used in this Note Resolution refer to this Note Resolution.

Section 102. Authority for Note Resolution; Plan of Financing. (a) This Note Resolution is adopted pursuant to the provisions of the Act.

(b) The Note Resolution shall constitute a plan of financing for purposes of Section 11-14-302(4) of the Utah Code and such Plan is hereby adopted by the Council.

ARTICLE II

AUTHORIZATION, SALE AND TERMS OF NOTES; TRANSFER AND EXCHANGE OF NOTES; AND BOOK-ENTRY SYSTEM

Section 201. Authorization of Notes. (a) The Notes shall be issued by the County in the principal amount of \$70,000,000 for the purpose of meeting the current and necessary expenses of the County and for any other purpose for which funds of the County may be legally expended during the Current Fiscal Year. The Notes shall be known as “Tax and Revenue Anticipation Notes, Series 2019.” The Notes shall be dated as of the date of issuance and delivery thereof, shall bear interest (calculated on the basis of a 360-day year consisting of twelve 30-day months)

at the per annum determined by the Designated Officer pursuant to the provisions of Section 201(b) of this Note Resolution from their date until paid, payable at maturity, and shall fall due as to principal on December 27, 2019. The Notes shall be issued in fully-registered form only, without coupons, in the denomination of \$100,000, or any whole multiple thereof. The Notes shall be numbered with the letter prefix "R" and shall be numbered from one (1) consecutively upwards in order of issuance. The Notes shall not be subject to redemption prior to maturity.

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

(i) the interest rate of the Notes, *provided, however*, that the interest rate to be borne by the Notes shall not exceed three percent (3.00%) per annum;

(ii) the acceptance of the sale of the Notes to the Potential Purchaser pursuant to the bid submitted by the applicable Potential Purchaser, which bid results in the lowest true interest cost to the County and conforms to the requirements of the Notice of Sale; *provided, however*, that the Notes shall not be sold at less than the par amount of the bonds;

(iii) the amount of Sale Proceeds to be deposited into the Proceeds Account;

(iv) the date on which the Notes are sold, if such Notes are not sold on July 2, 2019; and

(v) any other provisions deemed advisable by the Designated Officer not materially in conflict with the provisions of this Note Resolution.

Immediately following the receipt of bids from the Potential Purchasers, the Designated Officer shall obtain such information as they deem necessary to make such determinations as provided above and consult with the Chief Financial Officer and Zions Public Finance, Inc., the County's financial advisor, unless, in each case, such person is unavailable or incapacitated, in which case the Designated Officer are excused from consulting with such person. Thereupon, the Designated Officer shall make such determinations as provided above and shall execute the Certificate of Determination containing such terms and provisions and accepting the sale of the Notes, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein. The provisions of the Certificate of Determination shall be deemed to be incorporated in Section 201 hereof.

(c) The bid of the Potential Purchaser that results in the lowest true interest cost and that conforms to the requirements of the Notice of Sale, shall be accepted in accordance with Section 201(b) of this Note Resolution.

Section 202. Purpose. The proceeds derived from the sale of the Notes shall be deposited into the Proceeds Account and the Payment Account in accordance with Section 302 hereof. The amount deposited into the Proceeds Account shall be allocated to the various funds

of the County in accordance with the provisions of Section 303 hereof as needed to alleviate anticipated deficits in said funds arising from the timing of collection of taxes and other revenues of the Current Fiscal Year and shall be used during the Current Fiscal Year solely for the purpose of meeting the current and necessary expenses of the County and for any other purpose for which funds of the County may be legally expended, but the holders of the Notes shall not be responsible for the application of the proceeds thereof by the County or any of its officers.

Section 203. Paying Agent and Note Registrar; Payment of Notes. The County Treasurer, is hereby appointed the Paying Agent and Note Registrar for the Notes. The County may remove any Paying Agent and any Note Registrar, and any successor thereto, and appoint a successor or successors thereto. Each Paying Agent and each Note Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Note Resolution by executing and delivering to the County a written acceptance thereof.

The principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which at the maturity date of the Notes is legal tender for the payment of public and private debts. Principal of the Notes shall be payable when due to the owner of each Note upon presentation and surrender thereof at the office of the Paying Agent in Salt Lake City, Utah. Payment of interest on each Note shall be made to the registered owner thereof and shall be made by check or draft mailed to the registered owner thereof, at the address of such owner as it appears on the registration books of the County kept by the Note Registrar.

Section 204. Execution of Notes. The Notes shall be signed by the Mayor and countersigned by the County Treasurer, (the signatures of the Mayor and the County Treasurer being manual or by facsimile), and shall have the official seal of the County (or a facsimile thereof) placed on the Notes and such seal attested by the County Clerk (the signature of the County Clerk being manual or by facsimile). The Mayor is hereby empowered and directed to sign and the County Treasurer to countersign, each of the Notes and the County Clerk to cause the seal of the County to be placed on each of the Notes and to attest such seal and the acts of said Mayor, County Clerk, and County Treasurer in so doing are and shall be the acts and deeds of the County. The use of any facsimile signatures of the Mayor, the County Clerk and the County Treasurer on the Notes is hereby authorized and approved as the authentic execution thereof.

The Notes shall then be delivered to the Note Registrar for manual authentication. Only such of the Notes as shall bear thereon a certificate of authentication, manually executed by the Note Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Note Resolution, and such certificate of the Note Registrar shall be conclusive evidence that the Notes so authenticated have been duly authenticated and delivered under, and are entitled to the benefits of, this Note Resolution and that the Holder thereof is entitled to the benefits of this Note Resolution. The certificate of authentication of the Note Registrar on any Note shall be deemed to have been executed by it if (a) such Note is signed by an authorized officer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued hereunder or that all of the Notes hereunder be authenticated by the same Note Registrar, and (b) the date of registration and authentication of the Note is inserted in the place provided therefor on the certificate of authentication.

The Mayor, the County Clerk and the County Treasurer are authorized to execute, countersign, seal and attest from time to time, in the manner described above, Notes (the “Exchange Notes”) to be issued and delivered for the purpose of effecting transfers and exchanges of Notes pursuant to Sections 206 and 207 hereof. At the time of the execution, sealing and attestation of the Exchange Notes by the County, the payee and the principal amount shall be in blank. Upon any transfer or exchange of Notes pursuant to Sections 206 and 207 hereof, the Note Registrar shall cause to be inserted in appropriate Exchange Notes the appropriate payee and principal amount. The Note Registrar is hereby authorized and directed to hold the Exchange Notes, and to complete, authenticate and deliver the Exchange Notes, for the purpose of effecting transfers and exchanges of Notes; *provided* that any Exchange Notes authenticated and delivered by the Note Registrar shall bear the name of such payee as the Noteholder requesting an exchange or transfer shall designate; and *provided further* that upon the delivery of any Exchange Notes by the Note Registrar a like principal amount of Notes submitted for transfer or exchange shall be cancelled. The execution, sealing and attestation by the County and delivery to the Note Registrar of any Exchange Note shall constitute full and due authorization of such Note containing such payee and principal amount as the Note Registrar shall cause to be inserted, and the Note Registrar shall thereby be authorized to authenticate and deliver such Exchange Note in accordance with the provisions hereof.

In case any officer whose signature shall appear on any Note (including any Exchange Notes) shall cease to be such officer before the issuance or delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until such issuance or delivery, respectively.

Section 205. Further Authority. The Mayor, Chair, the County Treasurer, the County Clerk and the County Auditor and other officers of the County are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to provide for the issuance, sale and delivery of the Notes, including, but not limited to any necessary paying agent agreement, and any actions taken thereby for purposes of deeming the Official Statement to be final for purposes of Rule 15c2-12 of the Securities and Exchange Commission are hereby authorized, ratified and confirmed.

Section 206. Transfer of Notes. (a) Any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Note Registrar pursuant to Section 208 hereof, by the person in whose name it is registered, in person or by such owner’s duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Note Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Note Registrar. The County, the Note Registrar and the Paying Agent may treat and consider the person in whose name each Note is registered in the registration books kept by the Note Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon and for all other purposes whatsoever.

(b) Whenever any Note or Notes shall be surrendered for transfer, the Note Registrar shall authenticate and deliver a new fully-registered Note or Notes (which may be an Exchange

Note or Notes pursuant to Section 204 hereof) of authorized denominations duly executed by the County, for a like aggregate principal amount. The Note Registrar shall require the payment by the Noteholder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Section 207. Exchange of Notes. Notes may be exchanged at the principal office of the Note Registrar in Salt Lake City, Utah, for a like aggregate principal amount of fully-registered Notes (which may be an Exchange Note or Notes pursuant to Section 204 hereof). The Note Registrar shall require the payment by the Noteholder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Section 208. Note Registration Books. This Note Resolution shall constitute a system of registration within the meaning and for all purposes of the Registered Public Obligations Act, Chapter 7 of Title 15 of the Utah Code. The Note Registrar shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Notes, which shall at all times be open to inspection by the County; and, upon presentation for such purpose, the Note Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Notes as herein provided.

Section 209. List of Noteholders. The Note Registrar shall maintain a list of the names and addresses of the Holders of all Notes and upon any transfer shall add the name and address of the new Noteholder and eliminate the name and address of the transferor Noteholder.

Section 210. Book-Entry System; Limited Obligation of County. (a) The Notes shall be initially issued in the form of a separate, single, certificated and fully-registered Note. Upon initial issuance, the ownership of such Note shall be registered in the registration books kept by the Note Registrar in the name of Cede, as nominee of DTC. Except as provided in Section 212 hereof, all of the outstanding Notes shall be registered in the registration books kept by the Note Registrar in the name of Cede, as nominee of DTC.

(b) With respect to Notes registered in the registration books kept by the Note Registrar in the name of Cede, as nominee of DTC, the County, the Note Registrar and the Paying Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which a Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the County, the Note Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Participant or any other Person, other than a Noteholder, as shown in the registration books kept by the Note Registrar, of any notice with respect to the Notes, or (iii) the payment to any Participant or any other Person, other than a Noteholder, as shown in the registration books kept by the Note Registrar, of any amount with respect to principal of, premium, if any, or interest on the Notes. The County, the Note Registrar and the Paying Agent may treat and consider the Person in whose name each Note is registered in the registration books kept by the Note Registrar as the holder and absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Notes only to or upon the order of

the respective Noteholders, as shown in the registration books kept by the Note Registrar, or their respective attorneys duly authorized in writing, as provided in Section 203 hereof, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Notes to the extent of the sum or sums so paid. No Person other than a Noteholder, as shown in the registration books kept by the Note Registrar, shall receive a certificated Note evidencing the obligation of the County to make payments of principal and interest pursuant to this Note Resolution.

(c) Upon delivery by DTC to the County of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the word "Cede" in this Note Resolution shall refer to such new nominee of DTC. Upon receipt of such a notice, the County shall promptly deliver a copy of the same to the Note Registrar and the Paying Agent.

Section 211. Letter of Representations. The County's prior execution and delivery of the Letter of Representations shall not in any way limit the provisions of Section 210 hereof or in any other way impose upon the County any obligation whatsoever with respect to Persons having interests in the Notes other than the Noteholders, as shown on the registration books kept by the Note Registrar. In the written acceptance of each Paying Agent and Note Registrar referred to in Section 203 hereof, such Paying Agent and Note Registrar, respectively, shall agree to take all action necessary to comply at all times with DTC's operational arrangements pertaining to the Paying Agent and Note Registrar, respectively.

Section 212. Transfers Outside Book-Entry System. In the event that (a) the County determines that DTC is incapable of discharging or is unwilling to discharge its responsibilities described herein and in the Letter of Representations, (b) DTC determines to discontinue providing its service as securities depository with respect to the Notes at any time as provided in the Letter of Representations or (c) the County determines that it is in the best interests of the beneficial owners of the Notes that they be able to obtain certificated Notes, the County shall notify DTC and direct DTC to notify the Participants of the availability through DTC of Note certificates and the Notes shall no longer be restricted to being registered in the registration books kept by the Note Registrar in the name of Cede, as nominee of DTC. At that time, the County may determine that the Notes shall be registered in the name of and deposited with such other depository operating a universal book-entry system as may be acceptable to the County, or such depository's agent or designee, and if the County does not select such alternate universal book-entry system, then the Notes shall no longer be restricted to being registered in the registration books kept by the Note Registrar in the name of Cede, as nominee of DTC, but may be registered in whatever name or names Noteholders transferring or exchanging Notes shall designate, in accordance with the provisions of Sections 206 and 207 hereof.

Section 213. Payments to Cede. Notwithstanding any other provision of this Note Resolution to the contrary, so long as any Note is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE III

CREATION OF ACCOUNTS AND APPLICATION OF NOTE PROCEEDS

Section 301. Establishment of Accounts. The following accounts of the County are hereby established:

(a) Series 2019 Tax and Revenue Anticipation Notes Payment Account, to be held by the Paying Agent;

(b) Series 2019 Tax and Revenue Anticipation Notes Proceeds Account, to be held by the County Treasurer; and

(c) Series 2019 Tax and Revenue Anticipation Notes Rebate Account, to be held by the County Treasurer.

Section 302. Application of Proceeds of Notes. On the Closing Date, the County will deposit Sale Proceeds, in the amount designated in the Certificate of Determination, into the Proceeds Account. Such Sale Proceeds shall be deemed allocated to the funds of the County identified in the Tax Certificate, dated the date of the issuance of the Note for the purposes set forth in Section 303 hereof.

Section 303. Proceeds Account. Whenever amounts are payable from any County fund for payment of current and necessary expenses of the County or for any other purpose for which moneys of the County may be legally expended and there are insufficient moneys in such fund for such payment or purpose pending the collection of taxes and other revenues of the Current Fiscal Year, Sale Proceeds on deposit in the Proceeds Account shall be transferred to such fund in an amount sufficient for such payment or purpose and such amount of Sale Proceeds shall be deemed to have been spent for the purpose for which the Notes are to be issued. Any moneys remaining on deposit in the Proceeds Account on December 27, 2019 and not required to be transferred to the Rebate Account for payment of rebate, if any, to the United States, shall be transferred to the Payment Account and used to pay principal of the Notes on December 27, 2019.

Section 304. Payment Account. On or before December 27, 2019, the County shall deposit into the Payment Account an amount sufficient to pay principal of and interest on the Notes due on December 27, 2019. Moneys on deposit in the Payment Account shall be used to pay principal of and interest on the Notes due on December 27, 2019. After all of the Notes have been retired and all interest due thereon has been paid or provision for such retirement and payment has been made and all amounts payable to the Paying Agent has been paid or provision for such payment has been made, any excess moneys in the Payment Account shall be transferred by the Paying Agent to the County and the County shall commingle such moneys with the general funds of the County.

Section 305. Rebate Account. The County shall deposit moneys for rebate to the United States into the Rebate Account. Moneys in the Rebate Account shall be held solely for the

purpose of complying with and paying rebate required under Section 148(f) of the Code and shall not be held for the benefit of the holders of the Notes, the Paying Agent or the County. Moneys on deposit in the Rebate Account shall be applied to the payment of rebate to the United States pursuant to Section 148(f) of the Code and Article V hereof.

ARTICLE IV

COVENANTS AND UNDERTAKINGS

Section 401. Covenants of County. All of the covenants, statements, representations and agreements contained in the Notes and the recitals and representations contained in this Note Resolution are hereby considered and understood, and it is hereby ordered and declared that the covenants and promises therein are the covenants and promises of the County, and that the representations and statements therein are the representations and statements of the County.

Section 402. Levy of Taxes; Appropriations. There shall be included in the annual County tax levy for the Current Fiscal Year a tax which, together with all other revenues of the County other than taxes, shall be sufficient to pay when due the principal of and interest on the Notes herein authorized. The County shall collect such taxes and revenues so as to pay principal of and interest on the Notes when due. The Notes are issued in anticipation of the collection of such taxes and other revenues for the Current Fiscal Year.

There is hereby irrevocably appropriated from the first collection of taxes and other revenues for the Current Fiscal Year a sufficient fund to pay the principal of and interest on the Notes as the same shall fall due, such appropriation of taxes and revenues shall occur by no later than December 1 of the Current Fiscal Year.

Section 403. Arbitrage and Tax-Exemption Covenants. (a) The Mayor, the County Clerk, the County Auditor, the County Treasurer and other appropriate officials of the County are each hereby authorized and directed to execute such certificates and agreements as shall be necessary to establish that the Notes are not “arbitrage bonds” within the meaning of Section 148 of the Code, and the Regulations and to establish that interest on the Notes is not and will not be includible in gross income of the Holders of the Notes thereof for federal income tax purposes. The County covenants and certifies to and for the benefit of the Holders from time to time of the Notes that (i) the County will at all times comply with the provisions of any certificates or agreements made or entered into hereunder and (ii) no use will be made of the proceeds of the issue and sale of the Notes or of any funds or accounts of the County that may be deemed to be available proceeds of the Notes, pursuant to Section 148 of the Code and applicable Regulations (proposed or promulgated), which use, if it had been reasonably expected on the date of issuance of the Notes, would have caused the Notes to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. Pursuant to this covenant, the County obligates itself to comply throughout the term of the Notes with the requirements of Section 148 of the Code and the applicable Regulations.

(b) The County further covenants and agrees to and for the benefit of the Holders from time to time of the Notes that the County (i) will not take any action that would cause interest on

the Notes to be or to become ineligible for the exclusion from gross income of the Holders of the Notes as provided in Section 103 of the Code, (ii) will not omit to take or cause to be taken in timely manner any action, which omission would cause interest on the Notes to be or to become ineligible for the exclusion from gross income of the Holders of the Notes as provided in Section 103 of the Code, (iii), without limiting the generality of the foregoing, (A) will not take any action that would cause the Notes, or any Note, to be a “private activity bond” within the meaning of Section 141 of the Code or any Regulation or to fail to meet any applicable requirement of Section 149 of the Code or any Regulation and (B) will not omit to take or cause to be taken in timely manner any action, which omission would cause the Notes, or any Note, to be a “private activity bond” or to fail to meet any applicable requirement of Section 149 of the Code or any Regulation and (iv) acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Notes, under present rules, the County is treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. The Mayor, the County Clerk, the County Auditor, the County Treasurer and other appropriate officials of the County are each hereby authorized and directed to execute such certificates, representations and agreements as shall be necessary to establish that the Notes are not and will not become “private activity bonds,” that all applicable requirements of Section 149 of the Code and of the Regulation are and will be met and that the covenants of the County contained in this Section 403 will be complied with.

(c) The County anticipates that the net proceeds of the Notes (including earnings thereon) will be treated as having been expended for the governmental purpose of the issue within six months after the issuance of the Notes as provided in, and within the meaning of, Section 148(f)(4)(B)(iii) of the Code. The Mayor’s office shall determine the date upon which the cumulative cash flow deficit being financed by the Notes exceeds 90 percent of the aggregate face amount of the Notes, within the meaning of Section 148(f)(4)(B)(iii) of the Code. If such date is within six months after the issuance of the Notes, it shall not be necessary for the County to pay any rebate pursuant to Section 148(f) of the Code, and the Mayor’s office may request an opinion of Note Counsel to the effect that failure to pay rebate pursuant to Section 148(f) of the Code will not adversely affect the exemption from federal income taxation of interest on the Notes. If such opinion of Note Counsel is requested, the Mayor’s office shall provide appropriate certifications to Note Counsel upon which it may rely in rendering such opinion to the County.

ARTICLE V

FORM OF NOTES

Section 501. Form of Notes. The Notes shall be in substantially the following form:

[FORM OF NOTE]

UNITED STATES OF AMERICA

STATE OF UTAH

SALT LAKE COUNTY

No. R- _____

\$70,000,000

\$70,000,000

TAX AND REVENUE ANTICIPATION NOTE
SERIES 2019

INTEREST
RATE:

MATURITY
DATE:

DATED
DATE:

CUSIP:

_____%

December 27, 2019

July 16, 2019

Registered Owner:

Principal Amount: ----- DOLLARS -----

KNOW ALL MEN BY THESE PRESENTS that Salt Lake County, State of Utah (the “County”), hereby acknowledges itself to be indebted, and for value received hereby promises to pay to the registered owner identified above, or registered assigns, the principal sum of Seventy Million Dollars (\$70,000,000) on December 27, 2019, without option of redemption prior to maturity, upon presentation and surrender hereof and to pay to the registered owner identified above, or registered assigns, on the balance of said principal sum from time to time remaining unpaid interest (calculated on the basis of a 360-day year consisting of twelve 30-day months) at the rate of _____ percent (____%) per annum from the Dated Date set forth above (the “Dated Date”) until paid, payable at maturity. Principal of and interest on this Note shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of the Notes shall be payable when due to the owner of each Note upon presentation and surrender thereof at the office of the County Treasurer located in Salt Lake City, Utah, as Paying Agent of the County. Payment of interest on each Note shall be made to the registered owner thereof and shall be made by check or draft mailed to the registered owner thereof, at the address of such owner as it appears on the registration books of the County kept by the County Treasurer, as Note Registrar.

This note is one of an issue of Seventy Million Dollars (\$70,000,000) of notes (the “Notes”) of like tenor and date, known as “Tax and Revenue Anticipation Notes, Series 2019,” issued under and pursuant to the Constitution and laws of the State of Utah, including particularly the applicable provisions of the Local Government Bonding Act, Chapter 14 of

Title 11, Utah Code Annotated 1953, as amended, the Utah Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended, and a resolution of the County adopted on June 4, 2019 (the "*Note Resolution*").

The County Treasurer, is the initial note registrar and paying agent of the County with respect to the Notes. Said note registrar and paying agent, together with any successor note registrar or paying agent, respectively, is referred to herein as the "*Note Registrar*" and the "*Paying Agent*."

It is hereby covenanted, certified, recited and declared that this Note is issued in anticipation of the collection of taxes levied and other revenues for the current fiscal year of the County ending December 31, 2019 (the "*Current Fiscal Year*"), in evidence of money borrowed to meet the current and necessary expenses of the County and for any other purpose for which funds of the County may be legally expended during the Current Fiscal Year, until collection of the taxes and other revenues for the Current Fiscal Year, that taxes within the limit provided by law and sufficient to pay principal of and interest on this Note as the same falls due and, together with other budgeted revenues to be received during the Current Fiscal Year, sufficient to pay all budgeted expenses of the County for the Current Fiscal Year will be levied, imposed and collected in the Current Fiscal Year on all taxable property within the County and that a sufficient fund has been appropriated for the payment of the principal of and interest on this Note as the same shall fall due.

It is hereby further certified, recited and declared that the aggregate indebtedness incurred by the County for the Current Fiscal Year, including this and other Notes, is not in excess of seventy-five percent (75%) of the total of the taxes and other revenues levied and collected by the County in the preceding fiscal year and is not in excess of ninety percent (90%) of the total of the taxes and other revenues to be levied and collected by the County in the Current Fiscal Year.

This Note is transferable, as provided in the Note Resolution, only upon the books of the County kept for that purpose at the principal office of the Note Registrar in Salt Lake City, Utah, by the registered owner hereof in person or by such owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Note Registrar, duly executed by the registered owner or such duly authorized attorney, and thereupon the County shall issue in the name of the transferee a new registered Note or Notes of authorized denominations of the same aggregate principal amount, series, designation, maturity and interest rate as the surrendered Note, all as provided in the Note Resolution and upon the payment of the charges therein prescribed. No transfer of this Note shall be effective until entered on the registration books kept by the Note Registrar. The County, the Note Registrar and the Paying Agent may treat and consider the person in whose name this Note is registered on the registration books kept by the Note Registrar as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever, and neither the County, nor the Note Registrar nor the Paying Agent shall be affected by any notice to the contrary.

The Notes are issuable solely in the form of fully-registered Notes without coupons in the denomination of \$100,000 or any whole multiple of \$100,000.

It is hereby further certified, recited and declared that all acts, conditions and things essential to the validity of this Note exist, have happened and have been done, and that every requirement of law affecting the issue thereof has been duly complied with, and that this Note is within every debt and other limit prescribed by the Constitution and laws of the State of Utah. The full faith, credit, resources and all taxable property within the limits of the County are hereby irrevocably pledged to the levy of taxes for the Current Fiscal Year in which this Note is issued and for the collection of and proper allocation of such taxes and other revenues provided for in the Current Fiscal Year to the prompt payment of principal of and interest on this Note and the issue of which it is one, according to its terms.

This Note shall not be valid until the Certificate of Authentication hereon shall have been manually signed by the Note Registrar.

IN WITNESS WHEREOF, the County has executed this Note by causing it to be signed by the Mayor and countersigned by the County Treasurer and the official seal of the County to be placed hereon and such seal attested by the County Clerk, all as of Dated Date.

SALT LAKE COUNTY, UTAH

By _____
Mayor

[SEAL]

ATTEST:

County Clerk

COUNTERSIGNED:

County Treasurer

[FORM OF NOTE REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

This Note is one of the Notes described in the within mentioned Note Resolution and is one of the Tax and Revenue Anticipation Notes, Series 2019 of Salt Lake County, Utah.

Salt Lake County Treasurer, as
Note Registrar and Paying Agent

Date of registration
and authentication: _____, 2019.

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations.

| | | | | |
|---------|---|--|--|--|
| TEN COM | — | as tenants in common | UNIF TRANS MIN ACT — | |
| TEN ENT | — | as tenants by the entirety | _____ Custodian _____ | |
| JT TEN | — | as joint tenants with right of survivorship and not as tenants in common | (Cust) (Minor) | |
| | | | under Uniform Transfers to Minors Act of _____ (State) | |

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Note of SALT LAKE COUNTY, UTAH, and hereby irrevocably constitutes and appoints

attorney, to register the transfer of said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature: _____

SIGNATURE GUARANTEED:

NOTICE: Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Note Registrar, which requirements include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities and Exchange Act of 1934, as amended.

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

ARTICLE VI

MISCELLANEOUS

Section 601. Preliminary Official Statement; Final Official Statement. (a) The Preliminary Official Statement of the County and the Notice of Sale attached thereto, in substantially the forms thereof attached hereto as *Annex I* with such changes, omissions, insertions and revisions as the Chief Financial Officer shall deem advisable, and the distribution of the Preliminary Official Statement and the Notice of Sale to prospective purchasers of the Notes and other interested persons, is hereby authorized and approved.

(b) The Final Official Statement of the County, in substantially the form of the Preliminary Official Statement attached hereto as *Annex I*, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable, including the completion thereof with the information established at the time of the sale of the Notes by the Designated Officer and set forth in the Certificate of Determination, is hereby authorized, and the Mayor shall sign and deliver such Final Official Statement to the purchaser of the Notes for distribution to prospective purchasers of the Notes and other interested persons.

(c) The Mayor, the Chief Financial Officer, the County Treasurer and the County Clerk are, and each of them is, hereby authorized to do or perform all such acts and to execute all such certificates, documents and other instruments as may be necessary or advisable to comply with the provisions of this Note Resolution and to carry out the transactions contemplated hereby; and the Mayor and the County Clerk are, and each of them is, hereby authorized and directed to sign, countersign, seal and deliver the Notes to the purchaser of the Notes, upon receipt of the purchase price therefor, as specified in the preambles hereto and as provided herein.

Section 602. Ratification. All proceedings, resolutions and actions of the County and its officers, agents and representatives taken in connection with the sale and issuance of the Notes are hereby ratified, confirmed and approved.

Section 603. Severability. It is hereby declared that all parts of this Note Resolution are severable, and if any section, paragraph, clause or provision of this Note 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 sections, paragraphs, clauses or provisions of this Note Resolution.

Section 604. Conflict. All resolutions and orders or parts thereof in conflict with the provisions hereof are to the extent of such conflict hereby repealed.

Section 605. Captions. The table of contents and captions or headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Note Resolution.

Section 606. Effective Date. This Note Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 4th day of June, 2019.

SALT LAKE COUNTY, UTAH

By _____
Chair, County Council
Salt Lake County, Utah

[SEAL]

ATTEST:

Deputy County Clerk

APPROVED AS TO FORM:

Deputy District Attorney

ANNEX I

[ATTACH FORM OF PRELIMINARY OFFICIAL STATEMENT]

ANNEX II

[ATTACH FORM OF CERTIFICATE OF DETERMINATION]