

**TOWN OF SCIPIO
MILLARD COUNTY, STATE OF UTAH
WATER REVENUE BONDS
FINAL BOND RESOLUTION
March 18, 2021**

A RESOLUTION AUTHORIZING THE ISSUANCE AND CONFIRMING THE SALE OF A WATER REVENUE BOND, SERIES 2021, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$100,000 (THE "BOND"), BY THE TOWN OF SCIPIO, MILLARD COUNTY, STATE OF UTAH (THE "ISSUER").

WHEREAS, the Issuer considers it desirable and necessary and for the benefit of the Issuer to conduct a Project (as hereinafter defined), but does not have on hand money sufficient to pay for the Project; and

WHEREAS, the revenues to be derived by the Issuer from its water system have not been pledged or hypothecated in any manner or for any purpose, and the Issuer desires to issue its Bond (as hereinafter defined), payable from such revenues in the manner for which provision is hereinafter made in order to pay all or part of the cost of the Project; and

WHEREAS, it is now desired to confirm the sale of the Bond to the Utah Permanent Community Impact Fund Board (the "State");

NOW, THEREFORE, Be It and It Is Hereby Resolved by the Governing Body (as hereinafter defined) of the Issuer, as follows:

**ARTICLE I
DEFINITIONS**

SECTION 1.01. Definitions. As used herein the terms described in Appendix A and Attachment A-1 shall have the meanings set forth therein, unless the context otherwise clearly requires.

SECTION 1.02. Number and Gender. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing the male gender shall include the female gender and vice versa.

**ARTICLE II
SALE, TERMS AND PROVISIONS OF THE BOND**

SECTION 2.01. Purpose and Authority. (a) The Governing Body hereby finds, determines and declares that the Project to be financed with the proceeds of the Bond is necessary for the proper operation of its water system and is economically feasible, and that the Revenues will be sufficient to retire the Bond.

(b) The sale of the Bond to the State at a price equal to the Issue Amount is hereby approved for the purpose of paying the cost of the Project, including the payment of all fees and expenses incident thereto and to the issuance of the Bond. The Bond shall be a special obligation of the Issuer, payable solely from the Issuer's water revenues and the special funds described in this Resolution. In no event shall the Bond be deemed to be a general obligation of the Issuer. Interest on the outstanding principal amount of the Bond shall accrue from February 1, 2022 at the rate of one-half of one percent (0.50%) per annum and shall be payable annually on each February 1, commencing on February 1, 2023, and continuing until the entire principal amount of the Bond and all interest thereon has been paid in full.

(c) The maximum amount of funds to be disbursed to the Issuer by the State shall be ONE HUNDRED THOUSAND DOLLARS (\$100,000) (the "Bond Proceeds"), which shall be disbursed to the Issuer upon the delivery of the Bond to the State.

SECTION 2.02. Designation and Terms of the Bond. The Bond shall be designated as provided in Appendix A, shall be dated the date of delivery to the State, shall be issued in the denomination of the Issue Amount, shall bear interest until maturity at the rate of one-half of one percent (0.50%) per annum, and shall be payable in accordance with the form of bond set forth in Appendix B (the provisions of which are hereby incorporated herein by this reference).

SECTION 2.03. Execution of Bond. The Bond shall be executed on behalf of the Issuer by the manual signature of the Mayor and attested and countersigned by the manual signature of the Town Clerk.

SECTION 2.04. Registration and Exchange of Bond. The Issuer shall cause books for the registration and transfer of the Bond to be kept at the office of its Town Clerk in a manner which complies with Chapter 7 of Title 15, Utah Code Annotated 1953, as amended. The Bond may be transferred only upon the registration books kept by the Town Clerk upon surrender for transfer of the Bond, duly endorsed by or accompanied by a written instrument of transfer in form satisfactory to the Issuer and duly executed by the registered owner or his attorney duly authorized in writing.

ARTICLE III FLOW OF FUNDS

SECTION 3.01. Pledge Effected by Resolution. (a) There are hereby pledged for the payment of the principal of the Bonds: (i) the proceeds of the sale of the Bonds, (ii) the Revenues, and (iii) all funds established hereunder, including the investments thereof; and the Bonds shall enjoy complete priority of lien on the Revenues and shall be equally and ratably secured by said pledge and lien. (b) Any previously issued and presently outstanding bonds, notes or other obligations which are secured by a pledge of or lien on the Revenues shall be deemed to be on a parity with the Bonds with respect to the pledge and lien on the Revenues, and the Bonds and all of said bonds, notes and other obligations shall be equally and ratably secured by said pledge and lien.

SECTION 3.02. Establishment of Funds. The following funds and accounts are hereby established and confirmed:

- (1) Revenue Fund, to be held by the Issuer;
- (2) Debt Service Fund, to be held by the Issuer; and
- (3) Reserve Fund, to be held by the Issuer.

SECTION 3.03. Revenue Fund. There shall be deposited into the Revenue Fund, as received, the Revenues.

SECTION 3.04. Flow of Funds. (a) At the times listed below, the Issuer shall transfer to the following funds in the following order the amounts set forth below:

- (1) As soon as practicable in each month after the deposit of Revenues in the Revenue Fund, the Issuer shall deposit into the Debt Service Fund, one-twelfth of the amount of the principal and interest due on the Bond on the next succeeding Payment Date (except that for the first Year only, the foregoing fraction shall be equal to one divided by the number of months remaining in the first Year); and

(2) On or before February 1 in each of the Payment Years, commencing on February 1, 2023 and continuing on each February 1 thereafter, the Issuer shall deposit into the the first day of each month thereafter, if the balance of such fund is less than the Reserve Fund Requirement, a sum equal to the Reserve Fund Installment; provided, however, that if moneys shall ever be paid out of the Reserve Fund, moneys shall be deposited, in addition to other deposits required by this paragraph (2), into the Reserve Fund from available Revenues (after making all other payments of Expenses of Maintenance and Operation and deposits into the Reserve Fund heretofore provided in this Section) to the extent necessary to cause the amount paid out to be replaced.

(b) Amounts remaining in the Revenue Fund on the final day of each month in each Year after payment of the amounts required by paragraphs (1) through (3) of subsection (a) of this Section and not required to meet Expenses of Maintenance and Operation or used for remedying any deficiencies in the payments previously made into the funds herein established, may be used for any lawful purpose, including, without limitation, payment of other obligations of the Issuer.

SECTION 3.05. Debt Service Fund. Moneys in the Debt Service Fund shall be used for the purpose of paying principal and interest when due on the Bonds.

SECTION 3.06. Reserve Fund. In the event that the money on deposit in the Debt Service Fund on the final business day of any month is less than the amount required to be in the Debt Service Fund pursuant to Section 3.04(a)(1) hereof, then the Issuer shall cause any funds on deposit in the Reserve Fund to be immediately transferred to the Debt Service Fund in the amount required to eliminate the deficiency in the Debt Service Fund.

SECTION 3.07. Investment of Funds. All money maintained on deposit shall be held as special and not as general deposits, the beneficial interest in which shall be in the registered owners from time to time of the Outstanding Bonds. All or any part of the money in the Debt Service Fund and in the Reserve Fund shall be invested in Permitted Investments, but any such investments so made shall always be such that the obligations mature or become optional for redemption in amounts and at times so as to assure the availability of the proceeds thereof when needed for the purposes for which such funds were created. Interest received on all such investments permitted hereunder shall be deposited in the Revenue Fund.

ARTICLE IV COVENANTS AND UNDERTAKINGS

SECTION 4.01. Punctual Payment. The Issuer will punctually pay or cause to be paid the principal and the interest when due on the Bond, in strict conformity with the terms of the Bond and of this Resolution.

SECTION 4.02. Accounts and Reports. The Issuer will maintain and keep proper books of record and account in which there shall be made full and correct entries of all transactions relating to the Project and the Revenues. The Issuer shall furnish a report to the State at such time and address as the State shall direct, in the form and with such information as may be required by the State in order to confirm compliance by the Issuer of the covenants contained in this Resolution.

SECTION 4.03. Completion of Project. The Issuer shall proceed diligently with the acquisition and construction of the Project and shall use its best efforts to complete the Project as soon as reasonably possible.

SECTION 4.04. Project Audit. The Issuer shall maintain, available for audit and inspection, records of expenditures relating to the Project until all audits initiated by the State auditors are completed, or for a period of four (4) years after completion of the Project, whichever is longer.

SECTION 4.05. Indemnification. The Issuer shall indemnify and hold harmless the State of Utah, the Department of Workforce Services (the "Department"), the Permanent Community Impact Fund

Board and their officers, agents and employees from and against any and all loss, damage, injury, liability and claims, including claims for personal injury or death, damages to personal property and liens for workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of the transactions contemplated by this Resolution, including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.

SECTION 4.06. Limit on Authority. The Issuer shall be an independent contractor and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department or the State to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

SECTION 4.07. Limitation on Sale or Other Disposition of Facilities Except Under Conditions. The Issuer will not sell, lease, encumber, alienate or in any manner dispose of its water system or any substantial part thereof until all of the Bonds have been paid in full; provided, however, that nothing herein contained shall be construed to prevent disposal by the Issuer, upon prior written notice to the State, of property which it deems has become inexpedient to use in connection with the system, when other property of equal value is substituted therefor.

SECTION 4.08. Additional Bonds. The Issuer will issue no other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenues unless the Issuer has obtained the prior written consent of the State.

SECTION 4.09. Rights and Remedies of Bondholders. The registered owner of any Outstanding Bond from time to time shall be permitted the exercise of all rights and powers to which such registered owner is entitled under the Constitution and laws of the State of Utah. In addition, to the extent permitted by law, the Issuer agrees that the registered owner of any Outstanding Bond shall have the right (i) to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the officials of the Issuer to collect its water revenues and to apply those revenues to meet all requirements of this Resolution, and (ii) if any Bond shall be permitted to default as to payment of principal or interest thereon, to apply to a court of competent jurisdiction to appoint a receiver for the Revenues.

ARTICLE V MODIFICATION OR AMENDMENT OF RESOLUTION

SECTION 5.01. Resolution to Constitute Contract Between the Issuer and the Holders of the Bonds. The provisions of this Resolution shall constitute a contract between the Issuer and the registered owners from time to time of the Bond. After the issuance of any such Bond, no change, variation or alteration in the provisions of this Resolution may be made, except as provided in Section 5.02.

SECTION 5.02. Amendments Permitted. The State shall have the right from time to time to approve the adoption by the Governing Body of any amendment to this Resolution which may be deemed necessary or desirable by the Governing Body. Said approval shall be in writing filed with the Issuer. Absent said approval, this Resolution may not be amended, revoked or repealed.

ARTICLE VI MISCELLANEOUS

SECTION 6.01. Publication of Notice of Hearing and Bonds to Be Issued. The Issuer has previously published a "Notice of Hearing and Bonds to be Issued" and has previously conducted a public hearing in accordance with the Act. After 30 days have expired after said publication, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution or the Bond herein authorized for any cause whatsoever.

SECTION 6.02. Conflicting Resolutions. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6.03. Effective Date. Immediately after its adoption, this Resolution shall be signed by the Mayor and the Town Clerk, shall have the official seal of the Issuer impressed or imprinted hereon, shall be recorded in a book kept for that purpose and shall take immediate effect.

PASSED AND APPROVED this 18th day of March, 2021.

TOWN OF SCIPIO, Millard County, State of Utah

Attest and Countersign:

By: _____
Pamela Sheridan, Mayor

By: _____
Rebecca Bond, Town Clerk

APPENDIX A DEFINITIONS

For purposes of the foregoing Resolution, the following terms shall have the following meanings, unless the context of their use in the Resolution otherwise clearly requires. Additional definitions are found in Attachment A-1.

"*Bond*" means the bond described in Article II hereof and hereby authorized to be issued by the Issuer.

"*Expenses of Maintenance and Operation*" means all expenses reasonably, ordinarily and necessarily incurred in connection with the operating, repairing and maintaining the water system of the Issuer, and including ordinary repairs, renewals and replacements, other than capital improvements, necessary to keep the water system in efficient operation condition, the cost of audits, paying agents' fees, depository fees, legal fees, engineering fees, fiscal agent's fees, properly allocated charges for insurance, and generally all expenses which under general accounting practices are properly chargeable to maintenance and operation, but excluding depreciation.

"*Facilities*" means the complete water distribution system of the Issuer.

"*Net Revenues*" means, for any period, the Revenues during such period less Expenses of Maintenance and Operation during such period.

"*Outstanding*" means the Bond which shall have been duly issued and delivered.

"*Prior Lien Bonds*" means those bonds, notes or other obligations previously issued by the Issuer and presently outstanding which are secured by a pledge and lien on the Revenues which is on a priority superior to the pledge and lien for the Bonds; provided, however, that no bond, note or other obligation shall be treated as a "Prior Lien Bond" unless that bond, note or other obligation is particularly and specifically described as such on Attachment A-1. Any previously issued and presently outstanding bonds, notes or other obligations which are secured by a pledge and lien on the Revenues and which are not particularly and specifically described as such on Attachment A-1 as "Prior Lien Bonds" shall be deemed to be on a parity with the Bonds with respect to the pledge and lien on the Revenues.

"*Project*" means the activities described as the Project in Attachment A-1 to be financed in whole or in part with the proceeds of the sale of the Bond.

"*Reserve Fund Installment*" means, upon the issuance of the Bond, the amount described as the Reserve Fund Installment in Attachment A-1, such amount being 1/72 of the Reserve Fund Requirement.

"*Reserve Fund Requirement*" means, initially, an amount equal to the maximum annual Installment Amount as described on Attachment A-1.

"*Resolution*" means this resolution providing for the issuance of revenue bonds payable from the Revenues, as from time to time amended or supplemented in accordance with the provisions hereof.

"*Revenues*" means all water revenues received by the Issuer. Revenues shall not include the proceeds of sale of the Bond.

"*State*" means the State of Utah, acting through the Permanent Community Impact Fund Board, or its assigns, or any successor board or body.

ATTACHMENT A-1
BOND RESOLUTION INFORMATION

1. "*Act*" means the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended.
2. The "*Bond*" shall be known and designated as follows: Water Revenue Bond, Series 2021.
3. The "*First Payment Date*" is: February 1, 2023.
4. The official title of the "*Governing Body*" of the Issuer is: Town Council.
5. The "*Installment Amount*" is: the amount of principal payable in each of the Payment Years as set forth in the form of bond certificate attached to this Resolution as Appendix B.
6. The "*Issue Amount*" of the Bond issued hereunder is: One Hundred Thousand Dollars (\$100,000).
7. The full name and official title of the "*Issuer*" is: Town of Scipio, Millard County, State of Utah.
8. "*Payment Date*" is: February 1 in each Payment Year.
9. The "*Payment Years*" are: 2023 through 2052, inclusive.
10. "*Prior Lien Bonds*" means only the following described bonds, notes or other obligations: NONE.
11. The "*Project*" is described as follows: The construction of water system improvements to improve flow and pressure, including the drilling of a new well, installing conductor and production holes, casings, tubes, filter material seal, storm drain line, splash box, manhole, well house, water lines and loops, and a SCADA mater meter
12. The "*Reserve Fund Installment*" is: \$56.86 per month.
13. "*Year*" means the twelve-month period commencing on January 1 on each year and ending on the last day of the month of December next following.

APPENDIX B
(FORM OF BOND)

REGISTERED

REGISTERED

No. R-1

\$100,000

UNITED STATES OF AMERICA

STATE OF UTAH

MILLARD COUNTY

TOWN OF SCIPIO

WATER REVENUE BOND, SERIES 2021

KNOW ALL MEN BY THESE PRESENTS that the TOWN OF SCIPIO, Millard County, State of Utah (the "Issuer"), acknowledges itself indebted and for value received hereby promises to pay to the State of Utah, Department of Workforce Services, Permanent Community Impact Fund Board (the "State"), or registered assigns, out of the special fund hereinbelow designated and not otherwise, the principal amount of One Hundred Thousand Dollars (\$100,000), together with interest thereon accruing from February 1, 2022 at the rate of one-half of one percent (0.50%) per annum. Any installment of principal and/or interest which shall not be paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the due date thereof until paid. Subject to prepayment of principal as hereafter provided, principal and interest hereon shall be payable in 30 annual registered principal installments, each due on February 1 of each of the years 2023 through 2052, inclusive, beginning February 1, 2023, in the following amounts:

<u>Year</u>	<u>Principal Payable</u>
2023	\$3,000
2024	3,000
2025	3,000
2026	3,000
2027	3,000
2028	3,000
2029	3,000
2020	3,000
2031	3,000
2032	3,000
2033	3,000
2034	3,000
2035	3,000
2036	3,000
2037	3,000
2038	3,000
2039	3,000
2040	3,000
2041	3,000
2042	3,000
2043	3,000
2044	3,000
2045	3,000
2046	3,000
2047	3,000

2048	3,000
2049	3,000
2050	4,000
2051	4,000
2052	4,000

provided that the last such installment payment shall be in such amount as will pay the remaining principal and interest due on this bond on the date of such payment.

In addition to the above-described annual installments of principal, annual installments of the interest accrued on the unpaid principal balance of this bond shall be payable on February 1 of each year, commencing on February 1, 2023 and continuing on each February 1 thereafter until the entire principal balance of this bond has been paid in full.

All payments on this bond are due in the amounts and on the dates herein stated with no provision for any grace period as to the due date of such payments. Each payment shall be first applied to interest, if any, accrued to the date of payment of that installment, then to principal. This bond, as to principal and interest, if any, is payable in lawful money of the United States of America by check or draft of the Issuer mailed to the State of Utah, Department of Workforce Services, Permanent Community Impact Fund Board, 1385 South State Street, Fourth Floor, Salt Lake City, Utah 84115, Attention: Chairman, or its designee, or to such other registered owner hereof, as such registered owner is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day of the month next preceding each installment payment date at the address of such registered owner as it appears on such registration books or to such other address as is furnished in writing by such registered owner to the Issuer. The registered owner of this bond, by acceptance hereof, agrees that such registered owner shall endorse any installment payments on the Payment Record attached hereto.

This bond is a special obligation of the Issuer and is the only one of an issue of a total series of fully-registered water revenue bonds, designated as "Water Revenue Bonds, Series 2021," in the aggregate principal amount of \$100,000, dated as of the date set forth below, issued under, by virtue of, in full conformity with and after full compliance with the Constitution and laws of the State of Utah, including particularly the Utah Local Government Bonding Act, Chapter 14 of Title 11, Utah Code Annotated 1953, as amended, the Registered Public Obligations Act, Chapter 7 of Title 15, Utah Code Annotated 1953, as amended, and a resolution duly adopted by the Board of Trustees of the Issuer (the "Governing Body") on March 18, 2021, authorizing this bond (the "Resolution"), for the purpose of paying all or part of the cost of the Project (as defined in the Resolution), including, without limitation, all fees and expenses reasonably incurred in connection therewith and with the issuance of such bonds as may be properly payable from the proceeds thereof. Principal of and interest on this bond are payable solely from the revenues, funds and other moneys pledged or provided therefor under the terms of the Resolution. Payment of principal and interest on this bond and other payments relating to this bond under the Resolution are subject to all rights existing in the holders of the Prior Lien Bonds (as defined in the Resolution), if any, pending their payment or adequate provision made therefor. For a more complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which obligations may hereafter be issued on a parity with this bond, and the general covenants and provisions pursuant to which this bond is issued, reference is hereby made to the Resolution. A copy of the Resolution is on file at the office of the Clerk of the Issuer, where it may be examined by appointment with the Clerk.

The Issuer has covenanted and agreed and does hereby covenant and agree that it will collect and account for its water revenues, that the revenues so received will be sufficient to pay the principal of and interest on this bond as the same becomes due and to carry out all the requirements of the Resolution. This bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory limitations of the State of Utah.

This bond is subject to prepayment at the option of the Issuer at any time in whole or in part in multiples of \$1,000 at the principal amount thereof plus accrued interest, if any, to the date of prepayment, and without premium. In the event of partial prepayment, the amount of each installment payment due on

the annual installment payment date mentioned above after such partial prepayment shall remain unchanged; provided that any such partial prepayment shall reduce the principal portion of each installment payment due on this bond in inverse order of installment maturities; provided further that the final payment on this bond shall be fully sufficient to pay all principal and interest remaining due hereon. Notice of prepayment shall be given by registered mail not less than 30 nor more than 45 days prior to the prepayment date, to the State, or its designee, or to such other registered owner hereof as is shown on the registration books maintained by the Issuer at the close of business on the fifteenth day next preceding the mailing of such prepayment notice, at his address as is shown on such registration books or at such other address furnished in writing by such registered owner to the Issuer.

If notice of prepayment shall have been given as aforesaid, this bond or the portion thereof specified in said notice shall become due and payable at the prepayment price on the prepayment date therein designated and if, on the prepayment date, money for the payment of the prepayment price of this bond or the portion thereof to be prepaid, together with interest to the prepayment date, shall be available for such prepayment on said date, then from and after the prepayment date, interest on this bond or the portion thereof shall cease to accrue and become payable. The registered owner of this bond, by acceptance hereof, agrees that such owner shall endorse any partial prepayment of this bond upon the terms aforesaid on the Prepayment Record attached hereto.

This bond is transferable as provided in the Resolution. The Issuer shall deem and treat the registered owner hereof as the absolute owner hereof for all purposes, including receiving payment of the principal and interest hereon and the Issuer shall not be affected by any notice to the contrary.

To the extent and in the respects permitted in the Resolution, the Resolution may be modified or amended as provided therein.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in connection with the issuance of this bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this bond does not exceed any limitation, including any limitation on indebtedness, prescribed by the Constitution or statutes of the State of Utah.

IN WITNESS WHEREOF, THE TOWN OF SCIPIO, Millard County, State of Utah, has caused this bond to be signed by its Mayor and attested and countersigned by its Town Clerk, and its official seal to be impressed or imprinted hereon, all as of the ____ day of _____, 2021.

TOWN OF SCIPIO, Millard County, State of Utah

By: [FORM ONLY – DO NOT SIGN]
Mayor

ATTEST AND COUNTERSIGN:

[FORM ONLY – DO NOT SIGN]
Town Clerk

(Provision for Registration)

This bond has been registered as to principal and interest, if any, in the name of the holder hereof on the books of the Issuer as follows:

<u>Date of Registry</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of Registrar</u>
_____	_____ _____ _____	_____

PREPAYMENT RECORD

I, the undersigned registered owner or authorized officer of the registered owner of the bond to which this Prepayment Record is attached (the "Owner"), hereby certify that the Owner has received from the Town of Scipio the amounts indicated below on the dates set forth opposite such amounts in repayment of the loan of \$100,000 to the Town of Scipio, as referenced by the bond to which this Prepayment Record is attached, and have placed my signature in the space provided opposite such amounts to evidence receipt of same.

<u>Date Due</u>	<u>Amount Paid</u>	<u>Date Paid</u>	<u>Unpaid Principal Balance</u>	<u>Name, Title and Signature of Authorized Officer of Owner</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

[FORM OF ASSIGNMENT]

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

TEN COM - as tenants in common

JT TEN – as joint tenants with right of survivorship and not as tenants in common

TEN ENT - as tenants by the entireties

UNIF GIFT MIN ACT - a gift to a minor under the Uniform Transfers to Minors Act for the State of _____

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

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

[Empty rectangular box for Social Security or Other Identifying Number of Assignee]

Insert Social Security or Other Identifying Number of Assignee

(Please Print or Typewrite Name and Address of Assignee)

the within Bond of the Town of Scipio, and does hereby irrevocably constitute and appoint _____ attorney to register the transfer of said Bond 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 a member firm of The New York Stock Exchange or a commercial bank or trust company.

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

STATE OF UTAH)
) ss.
COUNTY OF MILLARD)

I, the undersigned, do hereby certify that I am the duly qualified and acting Town Clerk of the TOWN OF SCIPIO , Millard County, State of Utah (the "Issuer"). I further certify that the above and foregoing constitutes a true and correct copy of a resolution adopted at a regular public meeting of the Town Council (the "Governing Body") of the Issuer, held on March 18, 2021, together with exhibits and appendices attached thereto, as said resolution and appendices are recorded in the regular official book of minutes of the proceedings of the Governing Body kept in the office of the Town Clerk, that said proceedings were duly had and taken as therein shown, that the meeting therein shown was in all respects called, held and conducted in accordance with law, and that the persons therein named were present at said meeting, as therein shown.

I further certify that I caused a true and correct copy of the above-referenced resolution (including all exhibits and appendices attached thereto) to be filed in the office of the Town Clerk for examination by any interested person by appointment with the Town Clerk.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed or imprinted hereon the official seal of the Issuer, this ____ day of March, 2021.

Rebecca Bond, Town Clerk

[SEAL]