

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, dated as of October 1, 2012, by and among the cities and counties which have, from time to time, become parties hereto in accordance with the provisions hereof (the "Participants"), each being a city or county and a political subdivision of the State of Utah (the "State") and each acting through its duly constituted governing body.

RECITALS

Pursuant to the provisions of the Interlocal Cooperation Act, Chapter 13 of Title 11, Utah Code Annotated 1953, as amended (the "Interlocal Cooperation Act"), public agencies, as defined in the Interlocal Cooperation Act ("Public Agencies"), are authorized to enter into contracts and agreements with one another in order to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and to provide the benefit of economies of scale for the overall promotion of the general welfare of the State.

The Interlocal Cooperation Act provides that any power that may be exercised by any Public Agency may be exercised and enjoyed jointly with other Public Agencies pursuant to an agreement duly approved by resolution of the governing body of each of such Public Agencies.

Pursuant to the Utah Industrial Facilities and Development Act, Chapter 17 of Title 11, Utah Code Annotated 1953, as amended (the "Facilities Development Act"), each of the Participants has authority to issue bonds to provide funds for loans to finance, refinance or provide reimbursement for the acquisition of facilities suitable for use in providing health care services to improve local health and the general welfare by inducing hospitals to modernize or expand. Pursuant to the Facilities Development Act and the Utah Refunding Bond Act, Chapter 27 of Title 11, Utah Code Annotated 1953, as amended (the "Refunding Act"), each of the Participants is authorized and empowered to issue bonds for the purpose of refunding outstanding bonds previously issued under the Facilities Development Act.

In order to improve local health and the general welfare by inducing hospitals to locate, relocate, modernize or expand health care facilities in the State, to accomplish economies of scale and other cost savings, and to reduce the costs of providing health care services, Section 11-17-3 of the Facilities Development Act authorizes each Public Agency to enter into interlocal cooperation agreements to provide for the issuance of bonds under the Facilities Development Act by one of the signatories to the interlocal cooperation agreement on behalf of all of the signatories thereto for the financing or acquisition of projects qualifying as a project under Subsection 11-17-2(8)(a)(iii) of the Facilities Development Act or for the refinancing thereof.

In order to accomplish the purposes set forth above, the Participants have determined by resolution of their respective governing bodies to enter into this Interlocal Cooperation

Agreement (this “Agreement”) to provide for the financing, refinancing or reimbursement of the costs of acquiring facilities for the benefit of IHC Health Services, Inc., a Utah nonprofit corporation engaged in health care services (“Intermountain”), and to accomplish such purposes, Utah County, Utah (the “Issuer”), pursuant to the terms of this Agreement, has agreed to issue its bonds on behalf of itself and the other Participants and loan the proceeds thereof to accomplish such purposes.

In consideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by and among the parties hereto as follows:

Section 1. Definitions. Unless the context otherwise requires, the following terms for all purposes of this Agreement shall have the following meanings:

“*Acts*” means, collectively, the Facilities Development Act, the Interlocal Cooperation Act and the Refunding Act.

“*Administrator*” means the administrator appointed pursuant to Section 5(c) hereof.

“*Agreement*” means this Interlocal Cooperation Agreement.

“*Bonds*” means the bonds authenticated and delivered pursuant to and secured by the Indenture and any refunding bonds issued to refinance any portion of the Project. The Bonds may be issued in one or more series.

“*Facilities Development Act*” means the Utah Industrial Facilities and Development Act, Chapter 17 of Title 11, Utah Code Annotated 1953, as amended.

“*Financing*” means the issuance of the Bonds and the making of the Loan or Loans to accomplish the purposes of this Agreement.

“*Indenture*” means the one or more Indentures of Trust and Pledge, each between the Issuer and the Trustee pursuant to which the Bonds are to be issued and secured and any other trust indenture or indentures pursuant to which any refunding bonds are issued and secured by the Issuer pursuant to this Agreement to refinance any portion of the Project.

“*Interlocal Cooperation Act*” means the Interlocal Cooperation Act, Chapter 13 of Title 11, Utah Code Annotated 1953, as amended.

“*Intermountain*” means IHC Health Services, Inc., a Utah nonprofit corporation engaged in health care services, and its successors and assigns.

“*Issuer*” means Utah County, Utah and its successors, as issuer of the Bonds.

“*Loan*” means any loan or loans made by the Issuer on behalf of the Participants to Intermountain to finance, refinance or provide reimbursement for the acquisition and installation of Projects.

“*Loan Agreement*” means the one or more Loan Agreements, each between the Issuer, on behalf of the Participants, and Intermountain setting forth the terms of a Loan or Loans.

“*Note*” or “*Notes*” means the one or more notes of Intermountain delivered to the Trustee in order to evidence the obligation of Intermountain to pay amounts sufficient to amortize a Loan.

“*Participant*” means each Public Agency which is, at any time and from time to time, a signatory to this Agreement. The Participants are named in *Schedule I* to this Agreement, a true, complete and correct copy of which is on file with the Administrator and the Trustee.

“*Project*” means any land, interest in land, building, structure, facility, system, fixture, improvement, appurtenance, machinery, equipment, or any combination of them, suitable for use by Intermountain and qualifying as a “project” under Subsection 11-17-2(8)(a)(iii) of the Facilities Development Act.

“*Public Agency*” means a “public agency” as defined in the Interlocal Cooperation Act.

“*Refunding Act*” means the Utah Refunding Bond Act, Chapter 27 of Title 11, Utah Code Annotated 1953, as amended.

“*Resolution*” means a resolution of the governing body of a Participant adopted for the purpose of approving and authorizing the execution of this Agreement or any amendment hereto, or approving any action taken pursuant to this Agreement when such approval is required hereby.

“*State*” means the State of Utah.

“*Trustee*” means Zions First National Bank, Salt Lake City, Utah, and any successor trustee under the Indenture.

Terms defined in this Section in the singular shall include the plural and vice versa.

Section 2. Purpose. In order to improve local health and the general welfare by inducing Intermountain to locate, relocate, modernize or expand health care facilities in the State, to accomplish economies of scale and other cost savings, and to reduce the costs of providing health care services, this Agreement is entered into pursuant to the authority granted in the Acts for the purpose of providing for the issuance of the Bonds by the Issuer on behalf of the other Participants in order to provide low interest loans to Intermountain to finance, refinance or provide reimbursement for all or a portion of the costs of acquiring Projects for the use of Intermountain, to establish other funds under the Indenture to secure the payment of the Bonds, to provide for the payment of costs incidental to the issuance of the Bonds, and to provide moneys for any other lawful purpose specified in the Indenture. This Agreement shall be

interpreted so as to permit the realization of such purpose to the full extent authorized by the Acts.

Section 3. Effective Date; Duration. This Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon receipt by the Administrator and the Trustee of the documents specified in Section 4(a) from the Issuer and one or more other Participants. The term of this Agreement shall end upon the earlier of the discharge of the Indenture in accordance with the provisions thereof or September 30, 2062. Upon the expiration of this Agreement, any property or moneys not required to be used to pay principal, premium, if any, or interest on the Bonds and not otherwise required to be applied as required by the Indenture shall, to the extent permitted by law, be distributed to Intermountain as provided in the Indenture.

Section 4. Parties.

(a) *Additional Parties.* Following the execution hereof by the Issuer, any other Public Agency may become a Participant either before or after the issuance of the Bonds by filing with the Administrator and the Trustee: (1) a certified copy of a Resolution, in substantially the form attached hereto as *Exhibit A*, duly adopted by the governing body of such Public Agency, (2) a counterpart of this Agreement, duly executed by an authorized official of such Public Agency, (3) evidence satisfactory to the Administrator and the Trustee of the filing of a duly executed counterpart of this Agreement in the official records of such Public Agency, (4) an opinion of counsel to such Public Agency (or other counsel satisfactory to the Administrator and the Trustee) in substantially the form attached hereto as *Exhibit B*, and (5) a revised copy of *Schedule I* to this Agreement to which such Public Agency has been added as a Participant and which has been signed by an authorized officer of the Administrator.

(b) *Withdrawal of Parties.* No Participant shall withdraw from this Agreement so long as there are Loans outstanding with respect to Projects located within the jurisdiction of such Participant. A Participant may withdraw from this Agreement provided that no such Loan is outstanding, upon (1) the giving of at least 30 days' written notice to the Administrator and the Trustee, (2) the filing of an appropriate Resolution by the governing body of such Participant with the Administrator and the Trustee, and (3) a revised copy of *Schedule I* to this Agreement from which such Public Agency has been deleted as a Participant and which has been signed by the Administrator. Any Participant which withdraws from this Agreement as herein described shall no longer be bound by the terms of this Agreement.

(c) *Notice of Change.* Each time *Schedule I* is revised in accordance with the provisions of this Section, the Administrator shall cause a copy of such *Schedule I* to be mailed, as provided in Section 9, to the Trustee and to each Participant who shall file it in the public records of such Participant.

Section 5. The Financing.

(a) *Bonds.*

1. Pursuant to and subject to the terms and conditions of the Indenture, the Issuer shall authorize the issuance and delivery of the Bonds in an aggregate principal amount determined by the Issuer as being necessary to implement the Financing, based upon information supplied by Intermountain to the Issuer. The Bonds shall bear interest, be subject to repurchase and redemption, be designated and be in the form, and have such other terms as are provided in the Indenture, as finally executed and delivered by the Issuer without further approval of the other Participants.

2. The Bonds, together with interest thereon, shall not constitute nor give rise to a general obligation or liability of the Issuer, any Participant or the State, or a charge against the general credit or taxing power of the Issuer, any Participant or the State, but shall be special obligations of the Issuer payable solely from, and shall be secured by, to the extent and in the manner provided in the Indenture, a pledge to the Trustee of the rights of the Issuer under the Note or Notes and Loan Agreement and the amounts in the certain funds and accounts created by the Indenture, including investment earnings thereon. The Participants (except for the Issuer to the limited extent provided for in the Indenture), their officers, agents and employees shall not be liable for the payment of the principal of, premium, if any, or interest on the Bonds, nor shall such Participants, officers, agents and employees be liable for any other indebtedness or liability which may arise in connection with the Bonds or the making of the Loans.

3. The proceeds of the sale of the Bonds shall be applied in accordance with the provisions of the Indenture for the purposes specified in Section 2 hereof.

4. The Bonds may be refunded at the option of the Issuer upon such terms as the Issuer shall approve without the necessity of obtaining the approval of the other Participants.

(b) *Loans.*

1. Pursuant to and subject to the terms and conditions of the Indenture, the Issuer is hereby authorized to make Loans on behalf of the Participants to Intermountain to finance, refinance or provide reimbursement for all or a portion of the costs of acquiring Projects located in the jurisdiction of a Participant without further approval of such Participant.

2. The Loan Agreement between the Issuer and Intermountain shall provide for payments sufficient to pay expenses incident to the issuance of the Bonds and shall provide for indemnification of the Issuer and the Participants by Intermountain in substantially the form attached hereto as *Exhibit C*.

(c) *Administrator.*

Pursuant to Section 11-13-207(1)(a) of the Interlocal Cooperation Act and Section 11-17-3(5) of the Facilities Development Act, the Issuer is hereby established as the Administrator. The Administrator shall have and is hereby delegated full power and authority to do all things necessary or convenient to carry out the purpose of this Agreement and the Financing, including, without limitation, the appointment of such agents or entities as are necessary or desirable to effectuate the Financing.

(d) *Budget.*

In satisfaction of the requirements of Section 11-13-206(1)(d) of the Interlocal Cooperation Act, the payment of the costs of the Financing shall be made in accordance with the provisions of the Indenture and the Loan Agreement.

(e) *Property.*

In satisfaction of Section 11-13-207(2) of the Interlocal Cooperation Act, it is not anticipated that any property will be held, acquired or disposed of in connection with the Financing other than revenues and funds which are pledged to the Trustee under the Indenture and are to be applied in accordance with the provisions of the Indenture.

Section 6. Amendments. This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each Participant, (b) executed by a duly authorized official of each Participant, and (c) filed in the official records of each Participant. Neither the addition or deletion of Participants to this Agreement and the associated addition or deletion of their names from *Schedule I* pursuant to Section 4 hereof nor the designation of further or different addresses pursuant to Section 9 hereof shall be construed as an amendment, change, modification or alteration of this Agreement for purposes of this Section.

Section 7. Severability. If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. Notwithstanding the preceding sentence, this agreement shall be enforceable only so long as the liability of the Issuer and the Participants is limited to the extent provided in Section 5(a)2 hereof.

Section 8. Governing Law. All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State.

Section 9. Notices. Any notice or other communication shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed to the Trustee at Zions First National Bank, One South Main Street, Suite 1200, Salt Lake City, Utah 84133, Attention: Corporate Trust Office, to the Administrator at Utah County, Utah, 100 East Center Street, Provo, Utah 84606, Attention: County Attorney, and to the other Participants at the addresses set forth in *Schedule I* attached hereto. The parties and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices or communications shall be sent.

Section 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested in their respective corporate names by their duly authorized officers all as of the date first above written.

UTAH COUNTY, UTAH

By _____
Chairman, Board of County Commissioners

[SEAL]

ATTEST AND COUNTERSIGN:

Chief Deputy Clerk/Auditor

Approved as to Form:

County Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

CACHE COUNTY, UTAH

By _____
County Executive

[SEAL]

ATTEST:

County Clerk

Approved as to Form:

County Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

SALT LAKE COUNTY, UTAH

By _____
Mayor or Authorized Designee

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

On this _____ day of _____, 2012 personally appeared before me _____, who being duly sworn, did say that s/he is the _____, of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public

[SEAL]

Approved as to Form:

Deputy District Attorney

SEVIER COUNTY, UTAH

By _____
Its _____

[SEAL]

ATTEST:

Its _____

Approved as to Form:

County Attorney

SUMMIT COUNTY, UTAH

By _____
Its _____

[SEAL]

ATTEST:

Its _____

Approved as to Form:

County Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

WEBER COUNTY, UTAH

By _____
Chairman, Board of
County Commissioners

[SEAL]

ATTEST:

County Clerk/Auditor

Approved as to Form:

County Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

DAVIS COUNTY, UTAH

By _____
Chair, Board of
County Commissioners

[SEAL]

ATTEST:

County Clerk/Auditor

Approved as to Form:

County Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

MURRAY CITY, UTAH

By _____
Mayor

[SEAL]

ATTEST:

City Recorder

Approved as to Form and Compliance with
Applicable Law:

City Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

RIVERTON CITY, UTAH

By _____
Mayor

[SEAL]

ATTEST:

City Recorder

Approved as to Form:

City Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

WASHINGTON COUNTY, UTAH

By _____
Chairman, Board of
County Commissioners

[SEAL]

ATTEST:

County Clerk/Auditor

Approved as to Form:

County Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

SANDY CITY, UTAH

By _____
Mayor

[SEAL]

ATTEST:

City Recorder

Approved as to Form:

City Attorney

[Signature page to Interlocal Cooperation Agreement dated as of October 1, 2012]

WASATCH COUNTY, UTAH

By _____
County Manager

[SEAL]

ATTEST:

County Clerk/Auditor

Approved as to Form:

County Attorney

SCHEDULE I
(Revised as of June ____, 2016)

Cache County
County Administration Building
199 North Main Street
Logan, Utah 84321

Sevier County
County Administration Building
250 N. Main Street, Room 130
Richfield, Utah 84701

Davis County
County Administration Building
61 South Main Street
Farmington, Utah 84025

Summit County
60 North Main
Coalville, Utah 84017

Murray City
Murray City Center
5025 South State Street
Murray, Utah 84107

Washington County
County Administration Building
197 Tabernacle Street
St. George, Utah 84770

Riverton City
Civic Center
12830 South 1700 West
Riverton, Utah 84065

Weber County
Weber Center
2380 Washington Boulevard
Ogden, Utah 84401

Salt Lake County
Attn: Mayor
Room N. 2100
Salt Lake County Government Center
2001 South State Street
Salt Lake City, Utah 84190

Wasatch County, Utah
Attn: County Manager
Wasatch County Administration Building
25 North Main Street
Heber City, Utah 84032

Sandy City, Utah
Attn: Mayor
Sandy City Hall
10000 Centennial Parkway
Sandy City, Utah 84070

The foregoing list correctly names all of the cities and counties which are parties as of the date hereof to the Interlocal Cooperation Agreement dated as of October 1, 2012, as supplemented and amended, pursuant to which Utah County, Utah is financing, refinancing or providing reimbursement for the acquisition of health care facilities for the benefit of IHC Health Services, Inc., a Utah nonprofit corporation engaged in health care services.

Date: June ___, 2016

UTAH COUNTY, UTAH, as Administrator

By _____
Chairman, Board of County Commissioners

EXHIBIT A

**FORM OF RESOLUTION AUTHORIZING A PUBLIC AGENCY
TO BECOME A PARTICIPANT**

RESOLUTION NO. _____

A Resolution approving and authorizing the execution and delivery of the Interlocal Cooperation Agreement dated as of October 1, 2012, among _____ [a] _____; Utah County, Utah; and the other parties thereto; and related matters.

*** *** ***

WHEREAS, pursuant to the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the “Facilities Development Act”), _____ [a] _____ is authorized to issue bonds to provide funds for loans to finance, refinance or provide reimbursement for the acquisition or construction of facilities (“Facilities”) suitable for use in providing health care services and thereby improving local health and the general welfare by inducing the location, relocation, modernization or expansion of Facilities in the State of Utah (the “State”); and

WHEREAS, in order to accomplish such purposes, to accomplish economies of scale and other cost savings, and to reduce the costs of providing health care services, the Facilities Development Act authorizes cities and counties (“Public Agencies”) to enter into an interlocal cooperation agreement pursuant to the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Cooperation Act”), to provide for the issuance of bonds under the Facilities Development Act by one of the signatories to the interlocal cooperation agreement on behalf of all of the signatories thereto to finance, refinance or provide reimbursement for, the acquisition or construction of Facilities; and

WHEREAS, the Interlocal Cooperation Act provides that any power that may be exercised by any Public Agency may be exercised and enjoyed jointly with other Public Agencies and authorizes such Public Agencies to enter into interlocal cooperation agreements with one another in order to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide Facilities in a manner and pursuant to forms of governmental organization that will accord best with the factors influencing the needs and development of local communities and to provide the benefit of economies of scale for the overall promotion of the general welfare of the State; and

WHEREAS, in order to accomplish the purposes of the Facilities Development Act and the Interlocal Cooperation Act, Utah County, Utah (the “Issuer”) intends (a) to issue its revenue bonds (the “Bonds”) pursuant to the Interlocal Cooperation Agreement dated as of October 1,

2012, and attached hereto as *Exhibit A* (the “Interlocal Agreement”) and, pursuant to the terms of the Interlocal Agreement, (b) to loan the proceeds of the Bonds to IHC Health Services, Inc., a Utah nonprofit corporation engaged in health care services (“Intermountain”), to finance, refinance or provide reimbursement for the acquisition or construction of Facilities located or to be located within the boundaries of any Public Agency which is a signatory to the Interlocal Agreement; and

WHEREAS, _____ [a] (the “Participant”) wishes to participate in the program of financing contemplated by the Interlocal Agreement by becoming a signatory thereto; and

WHEREAS, the Interlocal Cooperation Act and the Interlocal Agreement require that prior to the entry into force of the Interlocal Agreement, appropriate resolutions must be adopted by the governing body of each of the Public Agencies which are signatories thereto;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ [b] OF _____ [a], AS FOLLOWS:

Section 1. The Participant hereby finds and determines that the execution and delivery of the Interlocal Agreement by the Participant and the loaning of the proceeds of the Bonds to Intermountain to finance, refinance or provide reimbursement for the acquisition or construction of Facilities located within the boundaries of the Participant is in furtherance of the public purposes set forth in, and is in compliance with the provisions of, the Facilities Development Act and the Interlocal Cooperation Act and that, therefore, providing for the refinancing of the acquisition or construction of such Facilities from a portion of the proceeds of the Bonds is in the public interest and will serve and further the public purposes of the Facilities Development Act and the Interlocal Cooperation Act. THE BONDS SHALL NOT CONSTITUTE OR GIVE RISE TO A GENERAL OBLIGATION OR LIABILITY OF THE ISSUER OR THE PARTICIPANT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER OR THE PARTICIPANT.

Section 2. The Interlocal Agreement is hereby approved in the form thereof which is before the _____ [b] of the Participant at the meeting at which this Resolution is being adopted, and the _____ [c] is hereby authorized and directed to execute, acknowledge and deliver the Interlocal Agreement on behalf of the Participant in substantially the form thereof which is before the _____ [b] at the meeting at which this Resolution is being adopted. The _____ [d] is hereby authorized and directed to affix the official seal of the Participant to the Interlocal Agreement and to attest said seal and the execution of the Interlocal Agreement.

Section 3. The _____ [b] of the Participant hereby authorizes and directs the _____ [c] to do all such acts and things and to execute, acknowledge and deliver all such documents on behalf of the Participant as may be necessary to carry out and comply with the provisions of this Resolution and the Interlocal Agreement. The _____ [d] is hereby authorized and directed to affix the official seal of the Participant to any or all of such documents and to attest said seal and the execution of such documents. All of the acts and doings of the _____ [c] which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 4. The Participant understands and agrees that, pursuant to the terms and conditions contained in the Facilities Development Act, the Interlocal Cooperation Act and the Interlocal Agreement, any Public Agency (whether heretofore or hereafter created in accordance with the laws of the State) may join in the Interlocal Agreement at any time prior to the expiration thereof and that such Public Agency shall enjoy rights under the Interlocal Agreement on an equal basis with the Participant, as provided in the Interlocal Agreement.

Section 5. It is hereby declared that all parts of this Resolution are severable, and 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 with any of the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 7. This Resolution shall satisfy the requirements of Section 11-13-202 of the Interlocal Cooperation Act. In accordance with Section 11-13-209 of the Interlocal Cooperation Act, a copy of the Interlocal Agreement, executed by the Issuer and the Participant, shall be filed with the _____ [d].

Section 8. This Resolution shall become effective immediately upon its approval and passage.

PASSED AND APPROVED this _____ day of _____, _____.

_____ [a]

[SEAL]

ATTEST:

By _____
Its _____ [c]

Its _____ [d]

[a] = Insert name of Participant (e.g., Salt Lake County, Utah).

[b] = Insert name of governing body of Participant (e.g., Board of County Commissioners).

[c] = Insert title of chief executive officer of Participant executing Interlocal Agreement (e.g., Chairman).

[d] = Insert title of recording officer of Participant affixing seal and attesting seal (e.g., County Clerk).

EXHIBIT B

FORM OF OPINION OF COUNSEL

The opinion required by Section 4(a)(4) of the Agreement shall be dated the date of delivery of the Bonds referred to therein (a date following the adoption of the resolution required by Section 4(a)(1) of the Agreement), shall be addressed to the Administrator and the Trustee, shall be in form and substance satisfactory to them, and shall be to the effect that:

Based upon my [our] examination of the following:

(i) a counterpart of the Interlocal Cooperation Agreement (the "Interlocal Agreement") executed by _____ [a] _____ (the "Participant");

(ii) a certified copy of Resolution No. ____ (the "Resolution") of the _____ [b] _____ of the Participant authorizing the execution and delivery of the Interlocal Agreement and the proceedings of _____ [b] _____ taken in connection therewith on _____, 19____, which are all of the actions of the _____ [b] _____ taken in connection with the authorization of the Interlocal Agreement; and

(iii) such other records, documents, proceedings and matters of law as I [we] have deemed relevant and necessary in rendering this opinion;

I am [We are] of the opinion that:

1. The Participant is a _____ [c] _____ duly organized and validly existing as such under the Constitution and laws of the State of Utah, and qualifies as a "public agency" within the meaning of the Interlocal Cooperation Act.

2. The Resolution has been duly adopted and is in full force and effect.

3. The Interlocal Agreement has been duly authorized, executed and delivered by the Participant, and, assuming the due authorization, execution, and delivery thereof by the other signatories thereto, constitutes a valid and binding obligation of the Participant enforceable against the Participant in accordance with its terms.

4. There is no action, suit, proceeding, inquiry or investigation at law or in equity, or before or by any court, public board or body, pending or, to the best of my [our] knowledge, threatened against or affecting the Participant, nor to the best of my [our] knowledge is there any basis therefor, which in any way questions the powers or actions of the Participant relative to the Resolution or the Interlocal Agreement.

5. The authorization and execution by the Participant of the Interlocal Agreement does not violate the provisions of the _____ [d] _____.

Very truly yours,

- [a] = Insert the name of city, town or county (e.g., Salt Lake County, Utah).
- [b] = Insert the name of governing body of city, town or county (e.g., Board of County Commissioners).
- [c] = In the case of cities and towns, insert “municipal corporation and political subdivision.”
In the case of counties, insert “political subdivision.”
- [d] = In the case of cities and towns, insert “Utah Municipal Officers and Employees Disclosure Act.”

In the case of counties, insert “Utah County Officers and Employees Disclosure Act or the Utah Public Officers’ and Employees’ Ethics Act.”

EXHIBIT C
FORM OF LOAN AGREEMENT INDEMNIFICATION PROVISIONS

Section 5.01. Indemnification of County, the Interlocal Participants and Trustee. Intermountain releases the County, the Interlocal Participants and the Trustee from, agrees that the County, the Interlocal Participants and the Trustee shall not be liable for, and agrees to indemnify and hold the County, the Interlocal Participants and the Trustee harmless from, any liability for, or expense resulting from, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the financing thereof. The Act prescribes (with respect to the County) and the parties intend that no general obligation or liability or charge against the general credit or taxing power of the County or the Interlocal Participants shall occur by reason of making this Loan Agreement, issuing the Bonds, performing any act requested of it by Intermountain, or by reason of the representations of the County contained in the Purchase Contract relating to the Bonds among the County, Intermountain and [Name of Underwriter] Nevertheless, if the County or the Interlocal Participants shall incur any such pecuniary liability, then in such event Intermountain shall indemnify and hold the County and the Interlocal Participants harmless by reason thereof.

Without limiting the foregoing, Intermountain further agrees to pay, and to indemnify the County and the Interlocal Participants against, any and all liabilities, losses, damages, claims or actions of any nature whatsoever (including all reasonable attorneys' fees and expenses of Intermountain, the County and the Interlocal Participants) incurred by the County and the Interlocal Participants without bad faith arising from or in connection with the performance or observance by it of the terms and conditions of this Loan Agreement, the Tax Exemption Agreement, the Bond Indenture or the Interlocal Agreement, including, without limitation, (1) any injury to, or the death of, any person or any damage to property on the Project or upon adjoining sidewalks, streets or ways, or in any manner growing out of or connected with the use, nonuse, condition or occupation of the Project or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways, (2) any other act or event occurring upon, or affecting, any part of the Project, (3) violation by Intermountain of any contract, agreement or restriction affecting the Project or the use thereof or of any law, ordinance or regulation affecting the Project or any part thereof or the ownership, occupancy or use thereof, (4) liabilities, losses, damages, claims or actions arising out of the offer and sale of the Bonds or a subsequent sale or distribution of any of the Bonds based upon any untrue statement or misleading statement of a material fact or alleged untrue statement or alleged misleading statement of a material fact relating to Intermountain or the Project contained in any offering statement or disclosure document for the Bonds or any omission or alleged omission from any offering statement or disclosure document of any material fact relating to Intermountain or the Project necessary to be stated therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, (5) liabilities, losses, damages, claims or actions arising out of any audit of the Bonds by the Internal Revenue Service or determination that the interest

on the Bonds is includable in the gross income of the holders thereof for purposes of Federal income taxation (including, without limitation, as a result of any failure by Intermountain to comply with the requirements of the Tax Exemption Agreement or the Code relating to arbitrage rebate, any qualified hedging transaction or the filing of IRS Form 8038 or other filing requirements in connection with the Bonds), or (6) any warranty, representation or certificate made by the County or the Interlocal Participants arising from the issuance of the Bonds. Intermountain hereby further agrees that the County and the Interlocal Participants shall not incur any liability to Intermountain, and shall be indemnified against all liabilities, in exercising or refraining from asserting, maintaining or exercising any right, privilege or power given to the County and the Interlocal Participants under the Bond Indenture and the Interlocal Agreement if the County and the Interlocal Participants are acting in good faith or in reliance upon a written request of Intermountain. The covenants of indemnity by Intermountain contained in this paragraph shall extend to the County and the Interlocal Participants and the officers, employees, attorneys and agents of the County and the Interlocal Participants and shall survive the termination of this Loan Agreement.

The foregoing provisions of this Section 5.01 relate to the County in its capacity as issuer of the Bonds and not to any activities or actions growing out of the performance of the County's other governmental functions.

The foregoing provisions of this Section 5.01 relate to the Interlocal Participants in their respective capacity as signatories to the Interlocal Agreement and not to any activities or actions growing out of the performance of the Interlocal Participants' other respective governmental functions.