

Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made and entered into on December ____, 2025, shall be effective upon execution by all parties, by and between Sandy City, Utah (the “City”) and the Larry H. Miller Company (“LHM”).

WITNESSETH:

WHEREAS, Section 63N-3-403 of the Utah Code created a Transient Room Tax Fund;

WHEREAS, that fund is comprised in part by sales and use tax imposed by a county of the first class under section 59-12-301(2) and revenue generated by the tax described in section 59-28-103(5) (hereinafter the “Allocated Taxes”);

WHEREAS, the Allocated Taxes may be expended or pledged for the purposes set forth in the statute;

WHEREAS, the City is eligible to receive these funds, and the City’s intended use of the Allocated Taxes complies with the purpose and intent of the statute;

WHEREAS, the Sandy City Redevelopment Agency (the “RDA”) owns the real property and the facilities used for a professional soccer stadium located within Sandy City;

WHEREAS, LHM has a long term lease to use, operate and maintain the soccer stadium;

WHEREAS, LHM desires to receive the Allocated Funds from the City, and to utilize those funds to make improvements to the soccer stadium;

WHEREAS, the City acknowledges that the LHM’s proposed improvements to the soccer stadium comply with the purposes and intent of the statute and would be a benefit to the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to allow the Parties to comply with State law to accomplish the intentions and purposes referred to in the Recitals above.

Section 2. Transfer of Funds. Beginning upon the effective date of this agreement, and ending no later than June 30, 2047, the City shall transfer to LHM all of the Allocated Taxes that the City receives from the State of Utah. Such funds shall be transferred from the City to LHM within 60 days after receipt of any such funds. The City shall have no other obligation to LHM under this agreement than to transfer any funds received.

Section 3. Use of Funds. LHM commits that the Allocated Taxes shall be utilized only for the purposes identified in the Agreement, as authorized by the State statute. The City shall monitor the expenditure and use of Allocated Taxes to ensure compliance with statute and with this Agreement. The Parties acknowledge the importance of ensuring that Allocated Taxes are used only for the purposes authorized by statute. To that end:

(a) LHM Oversight. The City shall monitor and record the expenditure of Allocated Taxes to ensure that all funds are used solely for authorized projects. LHM shall maintain proper books and records of all expenditures made with Allocated Taxes.

(b) City Oversight of LHM. The City shall monitor the use of Allocated Taxes transferred under this Agreement to verify that LHM complies with statutory requirements and with this Agreement.

(c) Quarterly Reports. LHM shall provide quarterly written reports to the City detailing the use of Allocated Taxes during the reporting period, including expenditures, project progress, and compliance with authorized purposes.

(d) Access to Records. The City shall have the right to review and audit records of LHM related to the expenditure of Allocated Taxes to ensure accountability and compliance.

Section 4. Duration. This Agreement shall take effect upon execution by the Parties. Thereafter, this Agreement shall be and remain in force and effect until the final payment of available Allocated Taxes has been made to the City, or until June 30, 2047, whichever occurs first.

Section 5. Liability and Indemnification. It is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. None of the Parties waive any defenses otherwise available under the Governmental Immunity Act.

Section 6. Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

Section 7. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing

waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Notwithstanding anything to the contrary herein, while any of the stadium Bonds are outstanding, this Agreement may only be amended, modified, or waived, if such amendment, modification or waiver does not materially impair the interests of the holders or beneficial owners of the Bonds.

Section 8. Counterparts; Filing. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 9. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall either be delivered personally or sent by first-class mail, postage prepaid, and properly addressed to the Parties at the following addresses:

Sandy City, Utah
Attn: Economic Development Director
10000 Centennial Parkway, Suite 351
Sandy City, UT 84070

Larry H. Miller Company
Attn: Amanda Convington
9350 South 150 East Suite 900
Sandy, UT 84070

Section 14. Null or Void Provisions; Interpretation. If any part or parts of this Agreement shall be held to be null or void, or otherwise unenforceable, such shall not affect the validity and enforceability of the rest of this Agreement. Where the context requires, the singular shall include the plural and the plural shall include the singular.

Section 15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereby execute this agreement. It is the intent of both parties that the agreement is to be effective as of the date of execution.

SANDY CITY

Name:

Title:

Date:

Larry H. Miller Company

Name:

Title:

Date: