First Draft Dated: January 21, 2022

Notice of Prepayment and Written Request   
from IHC Health Services, Inc.

Weber County, Utah

Zions Bancorporation, N.A., as trustee  
Salt Lake City, Utah

Re: Weber County, Utah Variable Rate Demand Hospital Revenue Bonds,   
Series 2000A (IHC Health Services, Inc.)  
(the “Series 2000A Bonds”),

Weber County, Utah Variable Rate Demand Hospital Revenue Bonds,   
Series 2000B (IHC Health Services, Inc.)  
(the “Series 2000B Bonds”)   
and  
Weber County, Utah Variable Rate Demand Hospital Revenue Bonds,   
Series 2000C (IHC Health Services, Inc.)  
(the “Series 2000C Bonds” and, together with the Series 2000B Bonds and the Series 2000A Bonds, the “Series 2000 Bonds”)

Ladies and Gentlemen:

Reference is hereby made to (i) that certain Indenture of Trust and Pledge dated as of February 1, 2000, relating to the Series 2000A Bonds (the “2000A Indenture”) between Weber County, Utah (the “County”) and Zions Bancorporation, N.A. f/k/a Zions First National Bank, as trustee (the “Prior Trustee”), (ii) that certain Indenture of Trust and Pledge dated as of February 1, 2000, relating to the Series 2000B Bonds (the “2000B Indenture”) between the County and the Prior Trustee, (iii) that certain Indenture of Trust and Pledge dated as of February 1, 2000, relating to the Series 2000C Bonds (the “2000C Indenture” and, together with the 2000A Indenture and the 2000B Indenture, the “Prior Indentures”) between the County and the Prior Trustee, (iv) that certain Loan Agreement dated as of February 1, 2000, relating to the Series 2000A Bonds (the “2000A Loan Agreement”) between the County and IHC Health Services, Inc. (“Intermountain”), (v) that certain Loan Agreement dated as of February 1, 2000, relating to the Series 2000B Bonds (the “2000B Loan Agreement”) between the County and Intermountain, and (vi) that certain Loan Agreement dated as of February 1, 2000, relating to the Series 2000C Bonds (the “2000C Loan Agreement” and, together with the 2000A Loan Agreement and the 2000B Loan Agreement, the “Prior Loan Agreements”) between the County and Intermountain. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Prior Indentures.

The County has heretofore issued the (i) Series 2000A Bonds in the original aggregate principal amount of $37,500,000, all of which is currently outstanding, (ii) Series 2000B Bonds in the original aggregate principal amount of $19,000,000, all of which is currently outstanding, and (iii) Series 2000C Bonds in the original aggregate principal amount of $68,500,000, all of which is currently outstanding. Under the terms of the Prior Loan Agreements, Intermountain has heretofore agreed to make such payments due thereunder in such amounts and at such times as shall be sufficient to pay principal of, premium, if any, and interest on the Series 2000 Bonds.

The loan of the proceeds of the Series 2000A Bonds to Intermountain was evidenced by the Series TT Note (Weber County 2000A Financing) (the “2000A Note”) dated February 29, 2000. The loan of the proceeds of the Series 2000B Bonds to Intermountain was evidenced by the Series UU Note (Weber County 2000B Financing) (the “2000B Note”) dated February 29, 2000. The loan of the proceeds of the Series 2000C Bonds to Intermountain was evidenced by the Series VV Note (Weber County 2000C Financing) (the “2000C Note” and, together with the 2000A Note and the 2000B Note, the “Prior Notes”) dated February 29, 2000. The Prior Notes are issued and outstanding under the Master Trust Indenture (Amended and Restated) dated as of November 1, 2003 (the “Master Indenture”), between Intermountain and Zions Bancorporation, N.A. f/k/a Zions First National Bank, as successor master trustee. The Prior Notes were pledged by the County to the Prior Trustee pursuant to the respective Prior Indentures as security for the respective Series 2000 Bonds.

In accordance with Section 8.03 of the 2000A Loan Agreement and Section 4.02 of the Master Indenture, the County and the Prior Trustee are hereby notified that Intermountain has elected to prepay the outstanding amount of the 2000A Note (the “Series 2000A Prepayment”) on March [8], 2022 in order to provide for the redemption of all outstanding Series 2000A Bonds on March [8], 2022 (the “2000A Proposed Redemption Date”) at a price of 100% of the principal amount thereof, plus accrued interest thereon to the 2000A Proposed Redemption Date (the “2000A Redemption Price”). The Series 2000A Bonds are currently operating in a Daily Rate Period, mature on February 15, 2031 and are being redeemed in accordance with the provisions of Section 5.11(a) of the 2000A Indenture.

In accordance with Section 8.03 of the 2000B Loan Agreement and Section 4.02 of the Master Indenture, the County and the Prior Trustee are hereby notified that Intermountain has elected to prepay the outstanding amount of the 2000B Note (the “Series 2000B Prepayment”) on March [8], 2022 in order to provide for the redemption of all outstanding Series 2000B Bonds on March [8], 2022 (the “2000B Proposed Redemption Date”) at a price of 100% of the principal amount thereof, plus accrued interest thereon to the 2000B Proposed Redemption Date (the “2000B Redemption Price”). The Series 2000B Bonds are currently operating in a Weekly Rate Period, mature on February 15, 2032 and are being redeemed in accordance with the provisions of Section 5.11(a) of the 2000B Indenture.

In accordance with Section 8.03 of the 2000C Loan Agreement and Section 4.02 of the Master Indenture, the County and the Prior Trustee are hereby notified that Intermountain has elected to prepay the outstanding amount of the 2000C Note (the “Series 2000C Prepayment,” and together with the Series 2000A Prepayment and the Series 2000B Prepayment, the “Prepayment”) on March [8], 2022 in order to provide for the redemption of all outstanding Series 2000C Bonds on March [8], 2022 (the “2000C Proposed Redemption Date,” and together with the 2000A Proposed Redemption Date and the 2000B Proposed Redemption Date, the “Proposed Redemption Date”) at a price of 100% of the principal amount thereof, plus accrued interest thereon to the 2000C Proposed Redemption Date (the “2000C Redemption Price,” and together with the 2000A Redemption Price and the 2000B Redemption Price, the “Redemption Price”). The Series 2000C Bonds are currently operating in a Daily Rate Period, mature on February 15, 2035 and are being redeemed in accordance with the provisions of Section 5.11(a) of the 2000C Indenture.

**Intermountain, however, notifies you that the Prepayment and the redemption of the Series 2000 Bonds is conditioned upon the deposit with the Prior Trustee of the necessary funds on the Proposed Redemption Date to redeem the Series 2000 Bonds. If the required funds are not available to redeem the Series 2000 Bonds, the redemption of the Series 2000 Bonds and the Prepayment shall be deemed to be canceled. Any unavailability of funds to accomplish the redemption of the Series 2000 Bonds shall not be deemed to be an event of default under the Prior Loan Agreements or the Prior Indentures.**

Intermountain hereby directs the Prior Trustee to send notice of the redemption of the Series 2000 Bonds to the owners of the Series 2000 Bonds no later than February [4], 2022 and to call the Series 2000 Bonds for redemption at the Redemption Price on the Proposed Redemption Date. The Prior Trustee is further directed to include the following paragraph in said notice of redemption:

“You are hereby further notified that the redemption of the Series 2000 Bonds is conditioned upon the deposit with the Trustee of the necessary funds on the Proposed Redemption Date to redeem the Series 2000 Bonds. If the required funds are not available to redeem the Series 2000 Bonds, the redemption of the Series 2000 Bonds shall be deemed to be canceled. Any unavailability of funds to accomplish the redemption of the Series 2000 Bonds shall not be deemed to be an event of default under any related Loan Agreement or Indenture.”

In connection with the above-described Prepayment, Intermountain intends to transfer or cause to be transferred $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in funds to the Prior Trustee on or before the Proposed Redemption Date. If such funds are remitted to the Prior Trustee on or before the Proposed Redemption Date, Intermountain hereby directs the Prior Trustee to (i) deposit $\_\_\_\_\_\_\_\_\_\_\_\_ of such funds into the Redemption Fund maintained under the 2000A Indenture and apply the same, together with other available funds to fully redeem the Series 2000A Bonds at the 2000A Redemption Price on the 2000A Proposed Redemption Date, (ii) deposit $\_\_\_\_\_\_\_\_\_\_\_\_ of such funds into the Redemption Fund maintained under the 2000B Indenture and apply the same, together with other available funds to fully redeem the Series 2000B Bonds at the 2000B Redemption Price on the 2000B Proposed Redemption Date, and (iii) deposit $\_\_\_\_\_\_\_\_\_\_\_\_ of such funds into the Redemption Fund maintained under the 2000C Indenture and apply the same, together with other available funds to fully redeem the Series 2000C Bonds at the 2000C Redemption Price on the 2000C Proposed Redemption Date.

Upon the redemption of the Series 2000 Bonds, Intermountain hereby requests that the Prior Trustee mark the Series 2000 Bonds and the Prior Notes as being “paid” and return the Prior Notes to Intermountain for its records.

Dated as of this \_\_\_ day of February, 2022.

IHC Health Services, Inc.

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its

Certificate and Written Request of the County

Zions Bancorporation, N.A., as trustee  
Salt Lake City, Utah

Re: Weber County, Utah Variable Rate Demand Hospital Revenue Bonds,   
Series 2000A (IHC Health Services, Inc.)  
(the “Series 2000A Bonds”),

Weber County, Utah Variable Rate Demand Hospital Revenue Bonds,   
Series 2000B (IHC Health Services, Inc.)  
(the “Series 2000B Bonds”)   
and  
Weber County, Utah Variable Rate Demand Hospital Revenue Bonds,   
Series 2000C (IHC Health Services, Inc.)  
(the “Series 2000C Bonds” and, together with the Series 2000B Bonds and the Series 2000A Bonds, the “Series 2000 Bonds”)

Ladies and Gentlemen:

Reference is hereby made to (i) that certain Indenture of Trust and Pledge dated as of February 1, 2000, relating to the Series 2000A Bonds (the “2000A Indenture”) between Weber County, Utah (the “County”) and Zions Bancorporation, N.A. f/k/a Zions First National Bank, as trustee (the “Prior Trustee”), (ii) that certain Indenture of Trust and Pledge dated as of February 1, 2000, relating to the Series 2000B Bonds (the “2000B Indenture”) between the County and the Prior Trustee, (iii) that certain Indenture of Trust and Pledge dated as of February 1, 2000, relating to the Series 2000C Bonds (the “2000C Indenture” and, together with the 2000A Indenture and the 2000B Indenture, the “Prior Indentures”) between the County and the Prior Trustee, (iv) that certain Loan Agreement dated as of February 1, 2000, relating to the Series 2000A Bonds (the “2000A Loan Agreement”) between the County and IHC Health Services, Inc. (“Intermountain”), (v) that certain Loan Agreement dated as of February 1, 2000, relating to the Series 2000B Bonds (the “2000B Loan Agreement”) between the County and Intermountain, and (vi) that certain Loan Agreement dated as of February 1, 2000, relating to the Series 2000C Bonds (the “2000C Loan Agreement” and, together with the 2000A Loan Agreement and the 2000B Loan Agreement, the “Prior Loan Agreements”) between the County and Intermountain. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Prior Indentures.

The County has heretofore issued the (i) Series 2000A Bonds in the original aggregate principal amount of $37,500,000, all of which is currently outstanding, (ii) Series 2000B Bonds in the original aggregate principal amount of $19,000,000, all of which is currently outstanding, and (iii) Series 2000C Bonds in the original aggregate principal amount of $68,500,000, all of which is currently outstanding. Under the terms of the Prior Loan Agreements, Intermountain has heretofore agreed to make such payments due thereunder in such amounts and at such times as shall be sufficient to pay principal of, premium, if any, and interest on the Series 2000 Bonds.

The loan of the proceeds of the Series 2000A Bonds to Intermountain was evidenced by the Series TT Note (Weber County 2000A Financing) (the “2000A Note”) dated February 29, 2000. The loan of the proceeds of the Series 2000B Bonds to Intermountain was evidenced by the Series UU Note (Weber County 2000B Financing) (the “2000B Note”) dated February 29, 2000. The loan of the proceeds of the Series 2000C Bonds to Intermountain was evidenced by the Series VV Note (Weber County 2000C Financing) (the “2000C Note” and, together with the 2000A Note and the 2000B Note, the “Prior Notes”) dated February 29, 2000. The Prior Notes are issued and outstanding under the Master Trust Indenture (Amended and Restated) dated as of November 1, 2003 (the “Master Indenture”), between Intermountain and Zions Bancorporation, N.A. f/k/a Zions First National Bank, as successor master trustee. The Prior Notes were pledged by the County to the Prior Trustee pursuant to the respective Prior Indentures as security for the respective Series 2000 Bonds.

On the date hereof, Intermountain has notified the County that it is electing to prepay all of the outstanding 2000A Note (the “Series 2000A Prepayment”) on March [8], 2022 in order to provide for the redemption of all outstanding Series 2000A Bonds on March [8], 2022 (the “2000A Proposed Redemption Date”) at a price of 100% of the principal amount thereof, plus accrued interest thereon to the 2000A Proposed Redemption Date (the “2000A Redemption Price”). Intermountain has also notified the County that the Series 2000A Bonds are currently operating in a Daily Rate Period, mature on February 15, 2031 and are being redeemed in accordance with the provisions of Section 5.11(a) of the 2000A Indenture.

On the date hereof, Intermountain has notified the County that it is electing to prepay all of the outstanding 2000B Note (the “Series 2000B Prepayment”) on March [8], 2022 in order to provide for the redemption of all outstanding Series 2000B Bonds on March [8], 2022 (the “2000B Proposed Redemption Date”) at a price of 100% of the principal amount thereof, plus accrued interest thereon to the 2000B Proposed Redemption Date (the “2000B Redemption Price”). Intermountain has also notified the County that the Series 2000B Bonds are currently operating in a Weekly Rate Period, mature on February 15, 2032 and are being redeemed in accordance with the provisions of Section 5.11(a) of the 2000B Indenture.

On the date hereof, Intermountain has notified the County that it is electing to prepay all of the outstanding 2000C Note (the “Series 2000C Prepayment,” and together with the Series 2000A Prepayment and the Series 2000B Prepayment, the “Prepayment”) on March [8], 2022 in order to provide for the redemption of all outstanding Series 2000C Bonds on March [8], 2022 (the “2000C Proposed Redemption Date,” and together with the 2000A Proposed Redemption Date and the 2000B Proposed Redemption Date, the “Proposed Redemption Date”) at a price of 100% of the principal amount thereof, plus accrued interest thereon to the 2000C Proposed Redemption Date (the “2000C Redemption Price,” and together with the 2000A Redemption Price and the 2000B Redemption Price, the “Redemption Price”). Intermountain has also notified the County that the Series 2000C Bonds are currently operating in a Daily Rate Period, mature on February 15, 2035 and are being redeemed in accordance with the provisions of Section 5.11(a) of the 2000C Indenture.

The County, at the request of Intermountain, hereby directs the Prior Trustee to send notice (substantially in the form attached hereto as Exhibit A) of the redemption of the Series 2000 Bonds to the owners of the Series 2000 Bonds no later than February [4], 2022 and to call the Series 2000 Bonds for redemption at the Redemption Price on the Proposed Redemption Date.

In connection with the above-described Prepayment, Intermountain has notified the County that it intends to transfer or cause to be transferred $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in funds to the Prior Trustee on or before the Proposed Redemption Date. If such funds are remitted to the Prior Trustee on or before the Proposed Redemption Date, the County, at the direction of Intermountain hereby directs the Prior Trustee to (i) deposit $\_\_\_\_\_\_\_\_\_\_\_\_ of such funds into the Redemption Fund maintained under the 2000A Indenture and applied, together with other available funds to fully redeem the Series 2000A Bonds at the 2000A Redemption Price on the 2000A Proposed Redemption Date, (ii) deposit $\_\_\_\_\_\_\_\_\_\_\_\_ of such funds into the Redemption Fund maintained under the 2000B Indenture and applied, together with other available funds to fully redeem the Series 2000B Bonds at the 2000B Redemption Price on the 2000B Proposed Redemption Date, and (iii) deposit $\_\_\_\_\_\_\_\_\_\_\_\_ of such funds into the Redemption Fund maintained under the 2000C Indenture and applied, together with other available funds to fully redeem the Series 2000C Bonds at the 2000C Redemption Price on the 2000C Proposed Redemption Date, all in accordance with the provisions of the Prior Indentures, this written request and the written request of Intermountain.

Upon the redemption of the Series 2000 Bonds, the County, at the direction of Intermountain hereby requests that the Prior Trustee mark the Series 2000 Bonds and the Prior Notes as being “paid” and return the Prior Notes to Intermountain for its records.

The County hereby waives its right under Section 8.03 of the Prior Loan Agreements to receive from Intermountain 45 days’ prior written notice of the prepayment of the Prior Notes.

In Witness Whereof, this Certificate and Written Request is dated this \_\_\_ day of February, 2022.

Weber County, Utah

By

Its

Exhibit A  
  
Form of  
Conditional Notice of Optional Redemption

To the Owners and Holders of Weber County, Utah Variable Rate Demand Hospital Revenue Bonds, Series 2000[A][B][C] (IHC Health Services, Inc.) (the “Series 2000[A][B][C] Bonds”) dated February 29, 2000.

Notice is hereby given pursuant to Section 5.12 of the Indenture of Trust and Pledge dated as of February 1, 2000 (the “Prior Indenture”) between Weber County, Utah (the “County”) and Zions Bancorporation, N.A. f/k/a Zions First National Bank, as trustee (the “Trustee”), to the owners and holders of the Refunded Bonds (referred to below), that the County, at the direction of IHC Health Services, Inc., a Utah nonprofit corporation (“Intermountain”), has elected to optionally redeem all outstanding Weber County, Utah Variable Rate Demand Hospital Revenue Bonds, Series 2000[A][B][C] (IHC Health Services, Inc.) (the “Refunded Bonds”) on March [8], 2022 (the “Proposed Redemption Date”) at a price of 100% of the principal amount thereof, plus accrued interest thereon to the Proposed Redemption Date (the “Redemption Price”).

Upon redemption, the Refunded Bonds shall cease to bear interest from and after the Proposed Redemption Date, shall no longer be protected by the Prior Indenture and shall not be deemed to be outstanding under the provisions of the Prior Indenture.

**You are hereby further notified that the redemption of the Refunded Bonds is conditioned upon the deposit with the Trustee of the necessary funds on the Proposed Redemption Date to redeem the Refunded Bonds. If the required funds are not available to redeem the Refunded Bonds, the redemption of the Refunded Bonds shall be deemed to be canceled. Any unavailability of funds to accomplish the redemption of the Refunded Bonds shall not be deemed to be an event of default under the Prior Indenture or the Loan Agreement referred to therein.**

Refunded Bonds to be redeemed shall be presented for payment of the Redemption Price at the office of the Trustee, Zions Bancorporation, N.A., One South Main Street, Suite 1200, Salt Lake City, Utah 84133, Attention: Corporate Trust Department.

Dated at Salt Lake City, Utah, this \_\_\_\_\_ day of February, 2022.

Zions Bancorporation, N.A., as trustee

By

Its

Certificate and Receipt of the Trustee

Reference is hereby made to (i) Weber County, Utah Variable Rate Demand Hospital Revenue Bonds, Series 2000A (IHC Health Services, Inc.) (the “Series 2000A Bonds”), (ii) Weber County, Utah Variable Rate Demand Hospital Revenue Bonds, Series 2000B (IHC Health Services, Inc.) (the “Series 2000B Bonds”), and (iii) Weber County, Utah Variable Rate Demand Hospital Revenue Bonds, Series 2000C (IHC Health Services, Inc.) (the “Series 2000C Bonds” and, together with the Series 2000A Bonds and the Series 2000B Bonds, the “Series 2000 Bonds”). This Certificate is being delivered to you in connection with the redemption of all outstanding Series 2000 Bonds more specifically described below.

The undersigned, as a duly elected, qualified and acting Vice President of Zions Bancorporation, N.A. f/k/a/ Zions First National Bank, Salt Lake City, Utah, a corporation duly organized and existing as a national banking association under the laws of the United States of America (hereinafter sometimes called the “Bank”), the trustee under (i) that certain Indenture of Trust and Pledge dated as of February 1, 2000 (the “2000A Indenture”), from Weber County, Utah (the “County”) to the Bank, (ii) that certain Indenture of Trust and Pledge dated as of February 1, 2000 (the “2000B Indenture”), from the County to the Bank, and (iii) that certain Indenture of Trust and Pledge dated as of February 1, 2000 (the “2000C Indenture” and, together with the Series 2000A Indenture and the Series 2000B Indenture, the “Prior Indentures”), from the County to the Bank, hereby certifies that:

1. the Prior Indentures have heretofore been duly executed and delivered on behalf of the Bank by its duly authorized officers;

2. the Bank hereby acknowledges receipt on the date hereof of $\_\_\_\_\_\_\_\_\_\_\_\_ in funds deposited by or on behalf of IHC Health Services, Inc., a Utah nonprofit corporation (“Intermountain”). The Bank hereby acknowledges that it has been directed by Intermountain and the County to deposit such funds into the Redemption Fund maintained under the 2000A Indenture (the “2000A Redemption Fund”) and then apply all of such funds, together with other available funds on deposit under the 2000A Indenture, on the date hereof to the redemption of all outstanding ($37,500,000) Series 2000A Bonds (the “Refunded Series 2000A Bonds”), at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date hereof;

3. the Bank hereby acknowledges receipt on the date hereof of $\_\_\_\_\_\_\_\_\_\_\_\_ in funds deposited by or on behalf of Intermountain. The Bank hereby acknowledges that it has been directed by Intermountain and the County to deposit such funds into the Redemption Fund maintained under the 2000B Indenture (the “2000B Redemption Fund”) and then apply all of such funds, together with other available funds on deposit under the 2000B Indenture, on the date hereof to the redemption of all outstanding ($19,000,000) Series 2000B Bonds (the “Refunded Series 2000B Bonds”), at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date hereof;

4. the Bank hereby acknowledges receipt on the date hereof of $\_\_\_\_\_\_\_\_\_\_\_\_ in funds deposited by or on behalf of Intermountain. The Bank hereby acknowledges that it has been directed by Intermountain and the County to deposit such funds into the Redemption Fund maintained under the 2000C Indenture (the “2000C Redemption Fund”) and then apply all of such funds, together with other available funds on deposit under the 2000C Indenture, on the date hereof to the redemption of all outstanding ($68,500,000) Series 2000C Bonds (the “Refunded Series 2000C Bonds,” and together with the Refunded Series 2000A Bonds and the Refunded Series 2000B Bonds, the “Refunded Series 2000 Bonds”), at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date hereof;

5. the Bank hereby certifies that the amount on deposit in the 2000A Redemption Fund, together with the other available funds referred to above held under the 2000A Indenture, on the date hereof is sufficient to redeem on the date hereof, the Refunded Series 2000A Bonds, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date hereof, all in accordance with the provisions of the 2000A Indenture;

6. the Bank hereby certifies that the amount on deposit in the 2000B Redemption Fund, together with the other available funds referred to above held under the 2000B Indenture, on the date hereof is sufficient to redeem on the date hereof, the Refunded Series 2000B Bonds, at a redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the date hereof, all in accordance with the provisions of the 2000B Indenture;

7. the Bank hereby certifies that the amount on deposit in the 2000C Redemption Fund, together with the other available funds referred to above held under the 2000C Indenture, on the date hereof is sufficient to redeem on the date hereof, the Refunded Series 2000C Bonds, at a redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date hereof, all in accordance with the provisions of the 2000C Indenture;

8. the Bank hereby certifies that on or before February [4], 2022, it called the Refunded Series 2000 Bonds for redemption in accordance with Section 5.12 of the Prior Indentures;

9. the Bank has no knowledge of any default under the Prior Indentures;

10. there is no litigation or administrative action pending or threatened to restrain or enjoin the Bank from carrying out any action required by the Prior Indentures;

11. the seal affixed hereto is the legally adopted, proper and only official corporate seal of the Bank; and

12. The Bank, as holder of (i) the Series TT Note (Weber County 2000A Financing) dated February 29, 2000, in the original principal amount of $37,500,000, (ii) the Series UU Note (Weber County 2000B Financing) dated February 29, 2000, in the original principal amount of $19,000,000, and (iii) the Series VV Note (Weber County 2000C Financing) dated February 29, 2000, in the original principal amount of $68,500,000 hereby waives any and all conditions precedent to such prepayment and refunding including, without limitation, any and all notice requirements.

Witness, the signature of the undersigned and the seal of the Bank this \_\_\_\_ day of March, 2022.

Zions Bancorporation, N.A. f/k/a/ Zions First National Bank, as Prior Trustee

By

Vice President