

NOTE PURCHASE CONTRACT

\$475,000

North Tooele Fire Protection Service District
Tax Anticipation Notes,
Series 2024

September 18, 2024

North Tooele Fire Protection Service District
179 Country Club
Stansbury Park, Utah 84074

Dear Board of Trustees:

The undersigned, Zions Bancorporation, National Association (the “Purchaser”), offers to purchase from North Tooele Fire Protection Service District, Utah (the “Issuer”) all (but not less than all) of the \$475,000 Tax Anticipation Notes, Series 2024, of the Issuer (the “Notes”), with delivery and payment at the offices of Gilmore & Bell, P.C. (“Note Counsel”), Salt Lake City, Utah, based upon the covenants, representations and warranties set forth below. This offer is made subject to your acceptance of this Note Purchase Contract (the “Purchase Contract”) on or before 11:59 p.m., Utah time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser has completed its credit approval for the Notes and hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Notes on the Dated Date defined in Exhibit A. Exhibit A, which is hereby incorporated by reference into this Purchase Contract, contains a brief description of the Notes, the manner of their issuance, the purchase price to be paid and the date of delivery and payment (the “Closing”).

2. The Issuer has adopted a Note Resolution (the “Note Resolution”) satisfactory in form and substance to the Purchaser. The Purchaser is authorized by the Issuer to use this document, the Note Resolution and the information contained therein in connection with the purchase of the Notes.

3. You represent and covenant to the Purchaser that (a) you have and will have at the Closing the power and authority to enter into and perform this Purchase Contract, to adopt the Note Resolution and to deliver and sell the Notes to the Purchaser, (b) this Purchase Contract and the Notes do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the Issuer is subject, (c) all governmental approval and authorization required in connection with the sale of the Notes to the Purchaser have been obtained, (d) this Purchase Contract and the Notes are and shall be at the time of the Closing legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency or other similar laws generally affecting creditors’ rights, and (e) there is no action, suit, proceeding, inquiry or investigation, at law or in equity,

before or by any court, public board or body, pending or, to the best knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Notes or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Notes, the Note Resolution or this Purchase Contract or contesting the powers of the Issuer or any authority for the issuance of the Notes, the adoption of the Note Resolution or the execution and delivery of this Purchase Contract.

4. As conditions to the Purchaser's obligations hereunder:

(a) From December 31, 2023 to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer; (ii) event, court decision, proposed law or rule which may have the effect of changing the federal income tax incidents of the Notes or the interest thereon or the contemplated transaction; or (iii) international or national crisis, suspension of stock exchange trading or banking moratorium materially affecting, in the Purchaser's opinion, the market price of the Notes.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Notes, in definitive form, duly executed and fully registered;

(ii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations of the Issuer contained in this Purchase Contract are true and correct when made and as of the Closing;

(iii) The approving opinion of Gilmore & Bell, P.C., Note Counsel, satisfactory to the Purchaser, dated the date of Closing; and

(iv) Such additional certificates, instruments and other documents (including, without limitation, those set forth on Exhibit A, if any) as the Purchaser may deem necessary with respect to the issuance and sale of the Notes, all in form and substance satisfactory to the Purchaser.

5. The Issuer will pay all of the costs of issuing the Notes, including but not limited to, fees and disbursements of counsel to the Issuer and Note Counsel.

6. This Purchase Contract may be executed in any number of counterparts with each executed counterpart constituting an original but all of which together shall constitute one and the same instrument.

7. This Purchase Contract is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery and payment of the Notes and the termination of this Purchase Contract.

8. The Purchaser represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the

intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code “boycotted company” means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Purchaser covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Contract.

Sincerely,

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION

Title:

Accepted on behalf of the North Tooele Fire Protection Service District, Utah.

NORTH TOOELE FIRE PROTECTION
SERVICE DISTRICT, UTAH

(SEAL)

Chair

ATTEST AND COUNTERSIGN:

Treasurer

EXHIBIT A

DESCRIPTION OF NOTES

1. Issue Size: \$475,000
2. Dated Date: September 18, 2024, or such other date mutually agreed upon by the Issuer's Board of Trustees and the Purchaser.
3. Maturity Date: December 30, 2024
4. Purchase Price: \$475,000 (the par amount thereof)
5. Rating: NR
6. Coupon Rate: [4.05]%
7. Bank Qualified: Yes
8. Redemption: Notes are not subject to optional redemption prior to maturity.
9. Interest Costs for the Series 2024 Notes to be paid at maturity on December 30, 2024.
10. Tax Exempt: Yes