
INTERLOCAL CAPITAL PLEDGE AGREEMENT

by and between

DOWNTOWN REVITALIZATION PUBLIC INFRASTRUCTURE DISTRICT

and

SALT LAKE CITY, UTAH

Dated [AGREEMENT DATE], 2025

ARTICLE I DEFINITIONS**ERROR! BOOKMARK NOT DEFINED.**

- Section 1.01. Definitions.....**Error! Bookmark not defined.**
- Section 1.02. Construction.....**Error! Bookmark not defined.**

ARTICLE II PAYMENT OBLIGATION.....**ERROR! BOOKMARK NOT DEFINED.**

- Section 2.01. The Project.....**Error! Bookmark not defined.**
- Section 2.02. Prepayment Prohibited.....**Error! Bookmark not defined.**
- Section 2.03. Pledge of the City Pledged Tax Revenues.....**Error! Bookmark not defined.**
- Section 2.04. Covenant of Further Assurances.....**Error! Bookmark not defined.**
- Section 2.05. Appropriation.....**Error! Bookmark not defined.**
- Section 2.06. Survival of Payment Obligation.....**Error! Bookmark not defined.**
- Section 2.07. Limited Defenses; Specific Performance.....**Error! Bookmark not defined.**
- Section 2.08. Vesting.....**Error! Bookmark not defined.**
- Section 2.09. City Obligations.....**Error! Bookmark not defined.**
- Section 2.10. Additional Covenants.....**Error! Bookmark not defined.**

ARTICLE III REPRESENTATIONS AND WARRANTIES**ERROR! BOOKMARK NOT DEFINED.**

- Section 3.01. Representations and Warranties.....**Error! Bookmark not defined.**

ARTICLE IV NON-COMPLIANCE AND REMEDIES**ERROR! BOOKMARK NOT DEFINED.**

- Section 4.01. Events of Non-Compliance.....**Error! Bookmark not defined.**
- Section 4.02. Remedies for Events of Non-Compliance.....**Error! Bookmark not defined.**

ARTICLE V MISCELLANEOUS**ERROR! BOOKMARK NOT DEFINED.**

- Section 5.01. Pledge of Revenue.....**Error! Bookmark not defined.**
- Section 5.02. No Recourse Against Officers and Agents.....**Error! Bookmark not defined.**
- Section 5.03. Notices.....**Error! Bookmark not defined.**
- Section 5.04. Miscellaneous.....**Error! Bookmark not defined.**
- Section 5.05. Third Party Beneficiaries.....**Error! Bookmark not defined.**
- Section 5.06. Interlocal Cooperation Act.....**Error! Bookmark not defined.**
- Section 5.07. Applicable Law and Jurisdiction; Interpretation....**Error! Bookmark not defined.**
- Section 5.08. Effective Date and Agreement Termination Date. **Error! Bookmark not defined.**
- Section 5.09. Notice of Interlocal Agreement.....**Error! Bookmark not defined.**

Table of Contents
(continued)

Page

INTERLOCAL CAPITAL PLEDGE AGREEMENT

This **INTERLOCAL CAPITAL PLEDGE AGREEMENT** (this “Agreement”) is entered into on **[AGREEMENT DATE]**, 2025, between the **DOWNTOWN REVITALIZATION PUBLIC INFRASTRUCTURE DISTRICT** (the “**District**”) and **THE CITY OF SALT LAKE CITY, UTAH** (the “**City**”). Additionally, Smith Entertainment Group, LLC, a Delaware limited liability company, and SEG Real Estate LLC, a Utah limited liability company (collectively, “**SEG**”) have entered into an Addendum to this Agreement with the District, attached hereto as Exhibit A, acknowledging and consenting to the City’s commitments to the District, as outlined in this Agreement. All capitalized terms used and not otherwise defined in the “Recitals” below have the respective meanings assigned in Section 1 hereof. This Agreement shall take effect on the Effective Date, as defined herein.

RECITALS

WHEREAS, the District is a convention center public infrastructure district in a capital city, a political subdivision and body corporate and politic, duly organized and existing under the Constitution and laws of the State of Utah (the “**State**”), including particularly 17B, Chapter 1 and Title 17D, Chapter 4, Utah Code (collectively, the “**District Act**”); and

WHEREAS, the City is a Utah municipal corporation, a political subdivision and body politic duly organized and validly existing under the laws of the State of Utah; and

WHEREAS, the District is authorized by the District Act to issue bonds for the purposes set forth therein and in accordance with the Governing Document for the District approved by the Salt Lake City Council (the “**City Council**”) on **[REDACTED]**, 2025 (the “**Governing Document**”); and

WHEREAS, the Utah Interlocal Cooperation Act (the “**Interlocal Cooperation Act**”), Title 11, Chapter 13, Utah Code provides that two or more public agencies may, by agreement, jointly exercise any power common to the contracting parties, and may share their taxes and other revenues to accomplish their stated objectives; and

WHEREAS, the Section 17D-4-202.1 of the District Act requires the City and the District execute an interlocal agreement pledging and securing for the debt of the District the 0.5% sales and use tax adopted by the City Council on October 1, 2024, pursuant to Section 59-12-402.5, Utah Code (the “**Revitalization Sales Tax**”); and

WHEREAS, the City entered into a Participation Tax Sharing and Reimbursement Agreement dated December 10, 2024 (as may be amended from time to time in accordance with its terms and herein, the “**Participation Agreement**”) with SEG pursuant to which the City agreed that a portion of the Revitalization Sales Tax adopted and collected by the City pursuant to Section 59-12-402.5, Utah Code will be allocated for the purposes and uses defined in the Participation Agreement (the “**Revitalization Sales Tax Revenues**”); and

WHEREAS, the Board of Trustees of the District (the “**District Board**”) and the City Council have determined that it is necessary for the District to finance the acquisition, construction,

or installation of the improvements (the “**Project**”, and more specifically defined below) as permitted under applicable laws and the Participation Agreement; and

WHEREAS, the City, pursuant to its authority under Section 59-12-2220, Utah Code, receives a portion of the 0.20% sales and use tax imposed by Salt Lake County, Utah (the “**County**”) for transportation-related projects, of which 0.05% is allocated to the City (the “**Fifth-Fifth Tax**”); and

WHEREAS, the City has agreed to pledge 76% of its allocated portion of the Fifth-Fifth Tax (the “**Fifth-Fifth Tax Revenues**”, and more specifically defined below) to the District for the purpose of revitalizing the convention center owned by the county within the City and surrounding revitalization projects related to the convention center as permitted by Section 59-12-2220, Utah Code, the Governing Document, and the District Act; and

WHEREAS, the City may, at its discretion, pledge up to 100% of its allocated portion of the Fifth-Fifth Tax Revenues for such purposes; and

WHEREAS, the parties now desire to facilitate the issuance of Bonds (as defined herein) pursuant to the terms described herein secured by the Revitalization Sales Tax Revenues and/or the Fifth-Fifth Tax Revenues (together, the “**City Pledged Tax Revenues**”) and for the purpose of financing, refinancing, or reimbursing the costs of the Project; and

WHEREAS, for the purpose of financing a portion of the costs of the Project, the District Board has determined to issue the Bonds, pursuant to one or more Indentures (defined herein), which Bonds are to be secured in whole or in part by the City Pledged Tax Revenues, as more particularly described herein; and

WHEREAS, the City and the District have determined that the execution of this Agreement and the issuance of the Bonds for the purpose of financing, refinancing, or reimbursing the costs of the Project furthers the interests of the City and is in the best interests of the District and the residents, occupants, property owners, and taxpayers thereof; and

WHEREAS, for the purpose of facilitating the issuance of the Bonds, the City and the District are entering into this Agreement; and

WHEREAS, the City has, by the terms of this Agreement and subject to the terms of the Participation Agreement (as applicable), pledged the City Pledged Tax Revenues to the District (including to the Bond Trustee on behalf of the District) for the payment of the Bonds, and covenanted to take certain actions with respect to collecting such revenues, for the benefit of the holders of the Bonds; and

COVENANTS

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and stipulations herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. As used herein, unless the context expressly indicates otherwise, the words defined below and capitalized in the text of *this* Agreement shall have the respective meanings set forth below:

“*Agreement*” means this Interlocal Capital Pledge Agreement as the same may be amended from time to time in accordance with the provisions hereof and the Indenture.

“*Agreement Termination Date*” means the first date on which no Bonds secured by the City Pledged Tax Revenues are Outstanding under the Indenture; *provided, however*, that in no event shall the term of this Agreement, extend beyond fifty (50) years from the date hereof.

“*Bond Trustee*” means the trustee with respect to any Bonds and includes any successor thereof and any trustee, paying agent, custodian or other administrative agent acting as such with respect to the applicable Bonds under the applicable Indenture.

“*Bondholders*” means the registered owners from time to time of the Bonds.

“*Bonds*” means indebtedness of the District secured in whole or in part by the City Pledged Tax Revenues, to the extent issued to finance, refinance, or reimburse the costs of the Project, and includes any Senior Obligations and any Subordinate Obligations.

“*Capital City Revitalization Zone Act*” means Title 63N, Chapter 14 of Utah Code, as may be amended from time to time.

“*City*” means Salt Lake City, Utah.

“*City Council*” means the city council of the City.

“*City Obligations*” means all obligations of the City constituting a lien or encumbrance upon any part of the City Pledged Tax Revenues pledged in this Agreement and subject to the rights and obligations of the City under the Participation Agreement (as applicable).

“*City Pledged Tax Revenues*” means, collectively the Revitalization Sales Tax Revenues and the Fifth-Fifth Tax Revenues.

“*County*” means Salt Lake County, Utah.

“*Convention Center*” shall have the meaning assigned in Section 17D-4-102, Utah Code.

“*District*” means the Downtown Revitalization Public Infrastructure District.

“*District Act*” means, collectively, the Special District Act, Title 17B, Limited Purpose Local Government Entities - Special Districts and the Public Infrastructure District Act, Title 17D,

Chapter 4 and those provisions of Title 63N, Chapter 3, Part 6 as it relates to a Convention Center Reinvestment Zone in a Capital City.

“*District Board*” means the Board of Trustees of the District.

“*Effective Date*” means the date on which both the City and District have executed this Agreement.

“*Fifth-Fifth Tax*” means the portion of the 0.20% county-imposed sales and use tax for transportation-related projects under Section 59-12-2220, Utah Code, of which 0.05% is allocated to the City.

“*Fifth-Fifth Tax Revenues*” means 76% of the City’s portion of the Fifth-Fifth Tax, allocable to the District for the purpose of (i) revitalizing the Convention Center and surrounding revitalization projects related to the Convention Center as permitted under Section 59-12-2220, Utah Code and the District Act. The City may, at its discretion, pledge up to 100% of its allocated portion of the Fifth-Fifth Tax for such purposes pursuant to an amendment to this Agreement. The Fifth-Fifth Tax Revenues shall constitute a City Pledged Tax Revenue source to the extent set forth herein and in the Indenture.

“*Fiscal Year*” means the fiscal year of the City, commencing on July 1 of the applicable year and continuing through and including June 30 of the same year, or any other fiscal year adopted or required in accordance with applicable law.

“*Governing Document*” means the Governing Documents for the District approved by the City Council on [AGREEMENT DATE], 2025.

“*Indenture*” means any indenture, resolution, pledge agreement, or other document relating to the issuance of Bonds.

“*Outstanding*” means, as of any particular time, all Bonds which have been issued by the District.

“*Payment Obligation*” has the meaning assigned to such term in Section 2.03(a) hereof.

“*Project*” means: (i) the development of property in and around the District as permitted under the District Act; and (ii) the District Redevelopment Project (as defined in the Participation Agreement) and as permitted by the Capital City Revitalization Zone Act.

“*Revitalization Sales Tax*” means the 0.5% sales and use tax adopted and collected by the City pursuant to Section 59-12-402.5, Utah Code.

“*Revitalization Sales Tax Revenues*” means that portion of Revitalization Sales Tax as described in the Participation Agreement.

“*Senior Obligations*” means any bonds, notes, debentures, or other multiple fiscal year financial obligations issued by the District having a first lien upon the City Pledged Tax Revenues or any part thereof, and any other obligation secured by a lien on any City Pledged Tax Revenues

of the District and designated by the District, in the resolutions, indentures, or other documents pursuant to which such obligations are issued, as constituting a Senior Obligation under the applicable Indenture. Any Senior Obligations hereafter issued may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the District, and shall be designated in such resolutions, indentures or other documents as constituting Senior Obligations hereunder.

“*State*” means the State of Utah.

“*Subordinate Obligations*” means any bonds, notes, debentures, or other multiple fiscal year financial obligations issued by the District having a lien upon the City Pledged Tax Revenues or any part thereof junior and subordinate to the lien of the Senior Obligations, and any other obligation secured by a lien on any City Pledged Tax Revenues of the District and designated by the District, in the resolutions, indentures, or other documents pursuant to which such obligations are issued, as constituting Subordinate Obligations hereunder, provided that such obligations are required to be issued in accordance with the provisions of Section 2.09 hereof. Any Subordinate Obligations hereafter issued may be issued pursuant to such resolutions, indentures, or other documents as may be determined by the City, and shall be designated in such resolutions, indentures or other documents as constituting Subordinate Obligations hereunder.

“*Utah Code*” means Utah Code Annotated 1953, as amended.

Section 1.02. Construction. In this Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) The terms “hereby,” “hereof,” “herein,” “hereto,” “hereunder”, and any similar terms used in this Agreement shall refer to this Agreement in its entirety unless the context clearly indicates otherwise.

(b) Words in the singular number include the plural, and words in the plural include the singular.

(c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.

(d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.

(e) The titles or lead lines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

ARTICLE II

PAYMENT OBLIGATION

Section 2.01. The Project. The District shall issue the Bonds for the purpose of financing, refinancing, and/or reimbursing the costs of the Project. The Bonds may be issued from time to time, in such series as shall be determined by the District Board, for the purpose of financing, refinancing, and/or reimbursing the costs of the Project. The City hereby acknowledges and agrees that the completion of the Project provides benefits to the City, and in consideration of the issuance of the Bonds by the District for purposes of financing the Project, the City agrees to pay the City Pledged Tax Revenues to the District for the purpose of paying and securing the Bonds. Nothing in this Agreement, however, shall be interpreted to expand or allow any use of Revitalization Sales Tax Revenues to finance any portion of the Project in a manner not permitted by the District Act, the Capital City Revitalization Zone Act, or the Participation Agreement. Consistent with the terms of the Participation Agreement, the District shall use commercially reasonable efforts to secure Bond financing at the best rates and terms available market conditions at the time of issuance and ensure that: (i) any Bonds, to the extent secured by the Revitalization Sales Tax Revenues, will be tax-exempt (to the extent tax-exemption is permitted by law); and (ii) the net effective interest rate on all fixed-rate Bonds secured by the Revitalization Sales Tax Revenues will not exceed 10% and 18% for variable rate Bonds secured by the Revitalization Sales Tax Revenues.

Section 2.02. Prepayment Prohibited. Because the actual dollar amount of the City's obligations hereunder cannot be ascertained with any certainty at any time, the City shall not be permitted to prepay its obligations hereunder.

Section 2.03. Pledge of the City Pledged Tax Revenues.

(a) ***Covenants of the City.*** The City covenants to (i) impose the Revitalization Sales Tax consistent with the Participation Agreement and the Capital City Revitalization Zone Act; (ii) to use reasonable efforts to encourage any other governmental entities to take all actions authorized by law to collect the Revitalization Sales Tax from such person(s) in the manner provided by law; (iii) to use reasonable efforts to encourage any other governmental entities to take all actions authorized by law to collect the Fifth-Fifth Tax from such person(s) in the manner provided by law; and (iv) to pay the City Pledged Tax Revenues to the District in accordance with the terms hereof (collectively, the "**Payment Obligation**").

(b) ***Pledge of City Pledged Tax Revenues.*** The City hereby assigns to the District (or, in accordance with (c) hereof, the Bond Trustee on behalf of the District) all of its right, title and interest in and to the City Pledged Tax Revenues and pledges the same to the District (or, in accordance with (c) hereof, the Bond Trustee on behalf of the District) for the purpose of paying and securing the Bonds. The lien of such pledge on the City Pledged Tax Revenues shall constitute a first priority and exclusive lien thereon. The District may take whatever action may be necessary to further assure the pledge of the City Pledged Tax Revenues to the Bond Trustee under the applicable Indenture and any other applicable Indenture for the benefit of the Bondholders from time to time, and the pledge of the City Pledged Tax Revenues to the various Bonds Outstanding from time to time shall

have the priority set forth in the applicable Indenture. The District understands and acknowledges that the City's assignment of its right, title and interest in and to the City Pledged Tax Revenues is subject to any of the City's rights and obligations in the Participation Agreement and the Capital City Revitalization Zone Act. Such rights and obligations include, but are not limited to, the City's rights should SEG trigger a "Termination Event" or "SEG Franchise Operating Default" (as defined in the Participation Agreement) or any other event which, pursuant to the terms of the Participation Agreement, would reasonably permit the City to stop collecting or remitting the Revitalization Sales Tax. Under such circumstances, the District acknowledges that the City shall not be held liable for any default of the District caused thereby.

(c) ***Remittance of City Pledged Tax Revenues.***

(i) On and after the Effective Date, the City shall remit (or cause the remittance of) the City Pledged Tax Revenues to the District not later than thirty (30) days following the receipt thereof.

(ii) At or prior to the time of issuance of the first series of Bonds, and upon appointment of any new or successor Bond Trustee, the District shall notify the City of the name and contact information of the applicable Bond Trustee and shall direct the City to pay the applicable City Pledged Tax Revenues to the Bond Trustee. Thereafter, the City shall remit (or cause the remittance of) the City Pledged Tax Revenues to the applicable Bond Trustee on behalf of the District not later than thirty (30) days following the receipt thereof

(d) After providing the notice described in (ii) above, the District hereby authorizes and directs the City to pay (or cause to be paid) all applicable City Pledged Tax Revenues to the Bond Trustee pursuant to written instructions provided by the Bond Trustee, as the same may from time to time be revised pursuant to written instructions provided by the Bond Trustee to the City, with a copy to the District.

(e) ***Exclusive Obligations.*** As acknowledged by SEG, the City's obligations under this Agreement with respect to the City Pledged Tax Revenues run exclusively to the District, including the Bond Trustee on behalf of the District, for the benefit of the Bondholders from time to time. Other than the Participation Agreement, there is no prior, superior, subordinate or any other lien on the City Pledged Tax Revenues other than the lien thereon of the pledge to the Bond Trustee on behalf of the District hereunder.

Section 2.04. Covenant of Further Assurances. The City covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such further acts, instruments, and transfers as the District or the Bond Trustee may reasonably require for the better assuring, transferring, and pledging unto the Bond Trustee the City Pledged Tax Revenues.

Section 2.05. Appropriation. The amounts of City Pledged Tax Revenues required under this Agreement to be paid by the City to the Bond Trustee on behalf of the District are hereby appropriated for that purpose, and said amounts for each applicable year shall be included in the

annual budget and the appropriation resolution or measures to be adopted or passed by the City Council in each Fiscal Year through and including the Fiscal Year immediately preceding the year in which the Agreement Termination Date occurs. No provisions of any constitution, statute, resolution or other order or measure enacted after the execution of this Agreement shall in any manner be construed as limiting or impairing the obligations of the City set forth in Section 2.03(a) hereof in the manner provided herein.

Section 2.06. Survival of Payment Obligation. In addition, and without limiting the generality of the foregoing, the Payment Obligation of the City shall survive any court determination of the invalidity of this Agreement as a result of a failure, or alleged failure, the officers or officials of the City to properly disclose, pursuant to Utah law, any potential conflicts of interest related hereto in any way.

Section 2.07. Limited Defenses; Specific Performance. Subject to the terms of the Participation Agreement, the City's obligations hereunder are absolute, irrevocable, and unconditional so long as this Agreement has not been terminated. The City agrees that, notwithstanding any fact, circumstance, dispute, or any other matter, it will not assert any rights of setoff, counterclaim, estoppel, or other defenses to its obligations hereunder, or take or fail to take any action which would delay performance of such obligations, unless the Participation Agreement reasonably permits the City to take such action. Notwithstanding that this Agreement prohibits and limits defenses and claims of the City, in the event that the City reasonably believes that it has valid defenses, setoffs, counterclaims, or other claims other than specifically permitted by this Section 2.07, it shall, nevertheless, collect and use reasonable efforts to encourage any other governmental entities to take all actions authorized by law to collect the Revitalization Sales Tax and Fifth-Fifth Tax, and pay all amounts derived therefrom to the Bond Trustee on behalf of the District, and then may attempt or seek to recover such payments by actions at law or in equity for damages or specific performance, respectively.

Section 2.08. Vesting. The operation of the District shall be vested in the District Act, the Capital City Revitalization Zone Act, and Section 59-12-2220, Utah Code in effect as of May 7, 2025; provided however, that any obvious errors or technical corrections after this date that do not affect the business terms of this Governing Document shall be acceptable. If the District and the City agree that future modifications to the District Act, the Capital City Revitalization Zone Act, or Section 59-12-2220 should apply to this operation of the District, the District and City may execute an amendment to the Governing Document expressly adopting such modification. Should the District and City amend the Governing Document, the District and City shall also execute a corresponding amendment to this Agreement, as provided for herein.

Section 2.09. City Obligations. Subject to the Participation Agreement, the City shall not incur any City Obligation having a lien upon the City Pledged Tax Revenues superior to or on a parity with the lien of this Agreement. The City shall not incur any City Obligation having a lien upon the City Pledged Tax Revenues subordinate to the lien of this Agreement without the prior written consent of the District.

Section 2.10. Additional Covenants.

(a) After the Effective Date, the City shall not enter into any agreement, or amend or supplement or consent to the amendment or supplement of any agreement to which it is a party or by which it or its property is bound which, in the reasonable judgment of the City, would impair or reduce its Payment Obligation or the ability of the City to perform its obligations hereunder.

(b) The City shall continue to impose the Revitalization Sales Tax and shall pay Revitalization Sales Tax Revenues to the Bond Trustee on behalf of the District, subject to and consistent with the terms of the Participation Agreement.

(c) The City shall continue to collect its Fifth-Fifth Tax from the County and shall pay Fifth-Fifth Tax Revenues to the Bond Trustee on behalf of the District.

(d) The City shall keep and maintain, or cause to be kept and maintained, accurate records and accounting entries reflecting all moneys received or delivered pursuant to this Agreement and the use(s) of such moneys.

(e) The City will maintain its existence and shall not merge or otherwise alter its corporate structure in any manner or to any extent as might impair its obligations hereunder, and the City will continue to operate and manage the City in an efficient and economical manner in accordance with all applicable laws, rules, and regulations.

(f) Prior to issuance of any Bonds, the City agrees to deliver or cause to be delivered the following:

(i) a certificate, dated the applicable closing date, of the City executed by an authorized officer of the City to the effect that (A) there is no action, suit, proceeding or investigation at law or in equity with merit before or by any court, public board or body which has been served on the City or, to the knowledge of the City, threatened against or affecting the City (1) to restrain or enjoin the City's participation in, or in any way contest the existence of the City or the adoption and validity of the proceedings relating to the City Pledged Tax Revenues or the City Documents (defined below) or the powers of the City with respect to the consummation of the transactions contemplated by, or performance of the City's obligations under, this Agreement, the resolution of the City approving of this Agreement, the Participation Agreement, and any related agreements between the City and the District or concerning the City Pledged Tax Revenues (the "**the City Documents**"); or (2) which, if successful, would materially and adversely affect the financial condition or operations of the City, or the City's ability to perform its obligations under the City Documents; (B) the City Documents have been duly and validly approved by the City; (C) no authority or proceedings for the execution of the City Documents has or have been repealed, revoked, or rescinded; (D) so far as is known, nothing exists to hinder or prevent the City from executing the City Documents; (E) the representations and warranties of the City contained in the City Documents are true and correct in all material respects, and the City has complied

with all agreements and covenants and satisfied all conditions required to be satisfied prior to the applicable closing date as contemplated by the City Documents, including any conditions required to be satisfied prior to the use of Revitalization Sales Tax Revenues under the Participation Agreement; and (F) such other representations as are customary in similar debt transactions; and

(ii) an opinion of counsel to the City, in form and substance satisfactory to the District and addressed to the District and the underwriter of the applicable Bonds (or, in lieu thereof, with a reliance letter to the underwriter), stating that: (A) this Agreement constitutes valid and binding obligations of the City, (B) the City is a political subdivision duly organized and validly existing under the laws of the State of Utah; (C) the City resolution approving this Agreement has been duly authorized and adopted by the City and addressing the qualification of the members of the City Council and other officers and officials to serve in such capacity; (D) the City Documents have been duly authorized, executed and delivered by the City; (E) no governmental or other approvals are required by law in order for the City to effectuate the transactions contemplated by the City Documents, except those obtained as of the date hereof; (F) entering into the City Documents will not constitute a violation of any judgment, order or decree, or a breach of any contract to which the City is a party; (G) to the best of its actual knowledge there is no action, suit, or proceeding pending with merit in which the City is a party, nor is there any inquiry or investigation pending against the City by any governmental agency, public agency, or authority with respect to the City Documents; and (H) other opinions as are customary in similar debt transactions.

(g) In compliance with state law but without imposing any additional duties or burdens, the City will cause an annual audit to be performed of the records relating to the Pledged Revenues and expenditures in the normal course of business as relates to its other revenues and expenditures. In addition, at least once a year in the time and manner provided by law but without imposing any additional duties or burdens, the City will similarly cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(h) At least once a year the District in compliance with applicable law will cause an audit to be performed of the records relating to its revenues and expenditures, and the District shall have such audit report completed no later than 210 days following the end of the District's fiscal year. The foregoing covenant shall apply notwithstanding any State law audit exemptions that may exist. In addition, at least once a year in the time and manner provided by law, the District will cause a budget to be prepared and adopted. Copies of the budget and the audit will be filed and recorded in the places, time, and manner provided by law.

(i) The official of the City or other person having custody of any funds of the City or responsible for the handling of such funds, shall be bonded or insured against theft or defalcation at all times.

(j) The District will carry general liability, public officials' liability, and such other forms of insurance coverage on insurable property of the District upon the terms and conditions as in the judgment of the District would ordinarily be carried by entities having similar properties of equal value, such insurance being in such amounts as will protect the District and its operations, respectively.

(k) The official of the District or other person having custody of any funds of the District or responsible for the handling of such funds, shall be bonded or insured against theft or defalcation at all times.

(l) Subject to the City's rights under the Participation Agreement, the District and the City will not take any of the following actions without the prior written consent of the Bondholders with respect to not less than a majority in aggregate principal amount of the impacted Bonds then Outstanding: (i) reduce the amounts due to the District (or to the Bond Trustee on behalf of the District) under this Agreement; or (ii) amend or supplement this Agreement where such amendment or supplement would materially adversely affect the amount of City Pledged Tax Revenues to be paid to or on behalf of the District hereunder.

(m) The City and the District covenant that whenever all of the Bonds and interest thereon have been paid as provided herein and all expenses and fees of the Bond Trustee have been paid, any excess Revitalization Sales Tax Revenues shall be applied in accordance with the Participation Agreement and the Capital City Revitalization Zone Act and that any excess Fifth-Fifth Tax Revenues shall be applied for transportation-related projects or any other purpose set forth in Section 59-12-2220 or the District Act

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties. The District and the City, respectively, hereby makes the following representations and warranties, as applicable, to the best of its respective knowledge:

(a) ***The District.***

(i) The District is a convention center public infrastructure district in a capital city, a political subdivision and body corporate and politic, duly organized and validly existing under the laws of the State of Utah.

(ii) The District has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. The District's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(iii) The District is not in violation of any applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the District to

perform its obligations hereunder. The execution, delivery and performance by the District of its obligations under this Agreement (A) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (B) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the District in a manner that could reasonably be expected to result in a material adverse effect; and (C) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of the District pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the District is a party or which purports to be binding upon the District, or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

(iv) The District has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the District of this Agreement.

(v) There is no action, suit, inquiry, investigation, or proceeding to which the District is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the District, threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of the District is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the District to perform its obligations under, this Agreement.

(vi) This Agreement constitutes a valid and binding obligation of the District, legally enforceable against the District in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

(b) ***The City.***

(i) The City is a public body, corporate and politic duly created, established, and authorized to transact business and exercise its powers, pursuant to the Utah Code.

(ii) The City has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement. the City's execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

(iii) The City is not in violation of any applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the City to perform its obligations hereunder. The execution, delivery and performance by the City of this Agreement (A) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (B) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the City in a manner that could reasonably be expected to result in a material adverse effect; and (C) to the extent this Agreement is consistent with the Participation Agreement, will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the City's Pledged Tax Revenues or other assets of the City pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the City is a party or which purports to be binding upon the City or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect to the City's Pledged Tax Revenue.

(iv) The City has obtained all consents and approvals of, and has made all registrations and declarations with any governmental authority or regulatory body required for the execution, delivery, and performance by the City of this Agreement.

(v) There is no action, suit, inquiry, investigation, or proceeding to which the City is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the City threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the City to perform its obligations under, this Agreement.

(vi) The lien of this Agreement on the City Pledged Tax Revenues is a superior and exclusive pledge and has priority over any and all other obligations and liabilities of the City which purport to pledge or assign the City Pledged Tax Revenues or any portion thereof, provided however, this shall not be read to diminish or conflict with the City's rights under the Participation Agreement. For clarity, the lien on the revenues from the Participation Agreement shall be a first lien on available Revitalization Sales Tax, albeit limited to the provisions of the Participation Agreement.

ARTICLE IV

NON-COMPLIANCE AND REMEDIES

Section 4.01. Events of Non-Compliance. The occurrence or existence of any one or more of the following events shall be an “Event of Non-Compliance” hereunder, and there shall be no default or Event of Non-Compliance hereunder except as provided in this Section:

(a) the City fails or refuses to use reasonable efforts to encourage any other governmental entities to take all actions authorized by law to collect the City Pledged Tax Revenues in the manner provided by law;

(b) unless the City is explicitly permitted to withhold or stop collecting the Revitalization Sales Tax Revenue under the Participation Agreement, the City fails to remit the City Pledged Tax Revenues or any portion thereof as required by the terms of this Agreement;

(c) any representation or warranty made by any party to this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon any other party to this Agreement;

(d) subject to the Participation Agreement, the City’s pledge of the City Pledged Tax Revenues for the purposes stated herein fails to be enforceable with the priority required hereunder;

(e) the District fails to comply with the terms of this Agreement, the Governing Document, District Act, or Capital City Revitalization Act;

(f) any party to this Agreement materially fails in the performance of any other of its covenants in this Agreement, and such material failure continues for 60 days after receipt of written notice from the other party specifying such default and requiring the same to be remedied; or

(g) (i) any party to this Agreement shall commence any case, proceeding, or other action (A) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or a bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property, or any party shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any party any case, proceeding, or other action of a nature referred to in clause (i) and the same shall remain not dismissed within 90 days following the date of filing; or (iii) there shall be commenced against any party any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results

in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (iv) any party shall take action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) any party shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

Section 4.02. Remedies for Events of Non-Compliance. Subject to Section 2.06 hereof, upon the occurrence and continuance of an Event of Non-Compliance, any party may proceed to protect and enforce its rights against the party causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

ARTICLE V

MISCELLANEOUS

Section 5.01. Pledge of Revenue. This Agreement creates a valid and binding pledge and assignment of security interest in all of the City Pledged Tax Revenues by the City to secure or pay the Payment Obligation, subject to the Participation Agreement as applicable. Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code, and is and shall have priority based on the time of the creation of the pledge against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the City Pledged Tax Revenue.

Section 5.02. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Payment Obligation or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the City or the District. Such recourse shall not be available either directly or indirectly through the City Council, the District Board, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of this Agreement and as a part of the consideration hereof, the City and the District specifically waive any such recourse.

Section 5.03. Notices. Except as otherwise provided herein, all notices, certificates, or other communications required to be given to any of the persons set forth below pursuant to any provision of this Agreement shall be in writing, shall be given either in person or by certified or registered mail, and if mailed, shall be deemed received three (3) days after having been deposited in a receptacle for United States mail, postage prepaid, addressed as follows:

The District: Downtown Revitalization Public Infrastructure District
1108 E South Union Ave
Midvale, UT, 84047, USA
Attention: Smith Entertainment Group, LLC
E-mail: legal@teamseg.com

The City: Salt Lake City Recorder
451 South State Street, Suite 415
Salt Lake City, Utah 84111
Attention: City Recorder
E-mail: slcrecorder@slc.gov

With a copy to: Salt Lake City Attorney Office
451 South State Street, Suite 505A
Salt Lake City, Utah 84111
Attention: City Attorney
Email: attorney.dept@slc.gov

(a) In lieu of mailed notice to any person set forth above, the persons designated above may provide notice by email to any email address set forth above for any other person designated above, or by facsimile transmission to any facsimile number set forth above for such person, and any such notices shall be deemed received upon receipt by the sender of an email or facsimile transmission from such person confirming such receipt, or upon receipt by the sender of such other confirmation of receipt as may be reasonably reliable under the circumstances.

(b) The persons designated above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

(c) Where this Agreement provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.

Section 5.04. Miscellaneous.

(a) This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment, or warranty outside those expressly set forth in this Agreement.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision

shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions hereof, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This Agreement may not be assigned or transferred by any party without the prior written consent of each of the other parties.

(d) This Agreement shall be governed by and construed under the applicable laws of the State.

(e) This Agreement may be amended or supplemented by the parties, but any such amendment or supplement must be in writing and must be executed by all parties and comply with the Interlocal Cooperation Act.

(f) Each party has participated fully in the review and creation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

(g) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(h) Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

(i) The District and the City shall have the right to access and review each other's records and accounts, on reasonable times during regular office hours, for purposes of determining compliance by the City and the District with the terms of this Agreement.

(j) The District covenants that it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of its obligations hereunder.

Section 5.05. Third Party Beneficiaries. Other than the Bond Trustee and the bondholder rights it oversees, it is intended that there be no third-party beneficiaries of this Agreement and nothing contained herein, expressed or implied, is intended to give to any person other than the City and the District any claim, remedy, or right under or pursuant hereto, and any

agreement, condition, covenant, or term contained herein required to be observed or performed by or on behalf of any party hereto shall be for the sole and exclusive benefit of the other party.

Section 5.06. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the City and the District agree as follows:

(a) This Agreement shall be authorized and adopted by resolution of each party pursuant to and in accordance with the provisions of Utah Code Ann. Section 11-13-202.5;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each of the City and the District pursuant to and in accordance with the Utah Code Ann. Section 11-13-202.5(3);

(c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of the City and the District pursuant to Utah Code Ann. Section 11-13-209;

(d) the City and the District agree that they do not, by this Agreement, create an interlocal entity;

(e) As required by Utah Code Ann. Section 11-13-207, the City and the District agree that the undertaking under this Agreement shall be administered jointly by the Board.. The acquisition, holding, and disposition of any real or personal property shall be determined by the Board in compliance with the rules, laws, and regulations that apply to such entities;

(f) this Agreement does not exceed fifty (50) years pursuant to Utah Code Ann. Section 11-13-216; and

(g) No budget shall be established or maintained except as described herein.

Section 5.07. Applicable Law and Jurisdiction; Interpretation. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Utah, without regard to choice of law principles. The District and the City each hereby consent to the exclusive jurisdiction of any State court situated in Salt Lake County, Utah, and waive any objections based on *forum non conveniens*, with regard to any actions, claims, disputes, or proceedings relating to this Agreement of any of the transactions contemplated hereunder, or enforcement and/or interpretation of any of the foregoing.

Section 5.08. Effective Date and Agreement Termination Date. This Agreement shall become effective on the Effective Date and shall remain in effect until the Agreement Termination Date unless earlier terminated pursuant to mutual written agreement of the City and the District; provided, however, that if any Bonds are Outstanding, any such earlier termination of this Agreement shall be subject to the applicable provisions of all Indenture then in effect. On the Agreement Termination Date, this Agreement shall be deemed fully satisfied, all obligations of the parties hereto shall be discharged, and this Agreement shall terminate and no longer be of any force or effect.

Section 5.09. Notice of Interlocal Agreement. The parties agree to publish and post notice of this agreement in accordance with the Interlocal Cooperation Act, Utah Code Section 11-13-219(c) and as a class A notice under Utah Code Section 63G-30-102, for 30 days. After the notice of this Agreement has been posted for 30 days, no one may contest the regularity, formality, or legality of the Agreement or any action performed or instrument issued under the authority of the Agreement for any cause whatsoever.

[End of Interlocal Capital Pledge Agreement; Signatures Appear on Following Page]

IN WITNESS WHEREOF, the authorized officers of the District and the City have executed this Interlocal Capital Pledge Agreement as of the Effective Date.

Downtown Revitalization Public Infrastructure
District

By _____

[SEAL]

ATTEST:

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE
LAW:

Counsel to the District

[Signature Page to Capital Pledge Agreement]

Salt Lake City, Utah

By _____
Mayor

[SEAL]

ATTEST:

City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE
LAW:

Counsel to the City

[Signature Page to Capital Pledge Agreement]

EXHIBIT A

ADDENDUM TO CAPITAL PLEDGE AGREEMENT

THIS ADDENDUM TO THE INTERLOCAL CAPITAL PLEDGE AGREEMENT (this “**Addendum**”) is made and entered into as of [AGREEMENT DATE], 2025, by and among **SMITH ENTERTAINMENT GROUP, LLC**, a Delaware limited liability company (“**SEG**”), **SEG REAL ESTATE LLC**, a Utah limited liability company (“**SEG Real Estate**” and, together with SEG, the “**SEG Parties**”), and the **DOWNTOWN REVITALIZATION PUBLIC INFRASTRUCTURE DISTRICT** (the “**District**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Interlocal Capital Pledge Agreement, dated as of [AGREEMENT DATE], 2025 (the “**Capital Pledge Agreement**”), by and between the District and Salt Lake City, Utah (the “**City**”).

RECITALS

WHEREAS, the City and the SEG Parties entered into that certain Participation, Tax Sharing and Reimbursement Agreement dated as of December 10, 2024 (the “**Participation Agreement**”), attached as Exhibit A, and pursuant to which the City agreed to remit certain Revitalization Sales Tax revenues (as defined therein) to the SEG Parties for reimbursement of Eligible Expenses; and

WHEREAS, the District is issuing its bonds to finance certain public improvements related to the District Redevelopment Project (as defined in the Participation Agreement), and the City has pledged the Revitalization Sales Tax revenues to the District pursuant to the Capital Pledge Agreement; and

WHEREAS, the parties desire to clarify and confirm that the SEG Parties consent to the assignment of Revitalization Sales Tax revenues to the District or the trustee for the bonds.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned SEG Parties and the District agree as follows:

1. Definitions. Capitalized terms used in this Addendum, unless the context requires otherwise, shall have the same meanings as set forth in the Participation Agreement and the Capital Pledge Agreement.

2. Consent to Assignment. The SEG Parties each hereby acknowledge and agree that, as contemplated in the Participation Agreement and in connection with the financing of the District Redevelopment Project, all amounts payable to SEG or SEG Real Estate under the Participation Agreement, including the Revitalization Sales Tax revenues, shall be paid directly to the trustee under the applicable Indenture (the “**Bond Trustee**”) on behalf of the District, so long as any District obligations remain outstanding. The SEG Parties consent to such assignment of payment rights under the Participation Agreement to the Bond Trustee and agree that this

Addendum shall serve as the necessary written consent for such purposes. This Addendum shall further serve as notice to the City of consent to the assignment under the Participation Agreement.

3. No Modification of Participation Agreement Obligations. The SEG Parties agree and acknowledge that the execution of this Addendum and the Capital Pledge Agreement does not (i) amend, modify, or waive any obligation of SEG or SEG Real Estate under the Participation Agreement, or (ii) create any new or additional obligations on the part of the City under the Participation Agreement. Nothing in this Addendum shall be construed to relieve SEG or SEG Real Estate of their obligations under the Participation Agreement, including without limitation, the obligation to complete the District Redevelopment Project and to comply with the Home Game Covenant and other covenants contained therein.

4. Acknowledgement of First Lien. The SEG Parties acknowledge and agree, for the benefit of the City and the owners of the Bonds, that the pledge of the Revitalization Sales Tax revenues made in the Capital Pledge Agreement constitutes a first lien pledge of such revenues to the District or the Bond Trustee for the payment of the Bonds, and the SEG Parties shall not take or authorize any action that would interfere with or diminish such lien.

5. Continuing Effect. This Addendum is intended to clarify the relationship of the Participation Agreement and the Capital Pledge Agreement and shall not be construed to modify or alter any material term of either agreement except as expressly provided herein.

6. Further Assurances. The SEG Parties agree to take such further actions and execute such further documents as may be reasonably necessary to carry out the intent of this Addendum, including delivery of acknowledgments or notices as may be required by the City or the Bond Trustee.

7. Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year first above written.

(S E A L)

DOWNTOWN REVITALIZATION PUBLIC
INFRASTRUCTURE DISTRICT

Chair

ATTESTED:

Secretary

SMITH ENTERTAINMENT GROUP, LLC

By: _____
Name: _____
Title: _____

SEG REAL ESTATE LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
PARTICIPATION AGREEMENT