

CITY OF LOGAN, UTAH

RESOLUTION No. 20-33

**A RESOLUTION AUTHORIZING THE WITHDRAWAL FROM THE
CARBON FREE POWER PROJECT POWER SALES CONTRACT**

***** ***** *****

WHEREAS, the City of Logan is a member of Utah Associated Municipal Power Systems (“UAMPS”) pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action, as amended (the “*Joint Action Agreement*”);

WHEREAS, the City of Logan has previously approved, executed and delivered the Carbon Free Power Sales Contract dated as of April 1, 2018 (the “*Power Sales Contract*”) with UAMPS, including an Entitlement Share of 6991 kW of the capacity of the project contemplated by the Power Sales Contract;

WHEREAS, because of increased projected costs to the project, the City of Logan now desires to withdrawal from the Power Sales Contract pursuant to the terms of the contract.

NOW, THEREFORE, BE IT RESOLVED by the municipal council of the City of Logan, as follows:

The Mayor is hereby authorized to exercise the City of Logan’s election to withdraw from the Carbon Free Power Project pursuant to Section 204 of the above referenced Power Sales Contract.

Attached is the unexecuted Exhibit VII “Form of Notice of Withdrawal” of the above referenced Power Sales Contract and is the form the Mayor shall execute in order to initiate the City of Logan’s formal withdrawal.

This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this ____ day of _____, 2020.

THE CITY OF LOGAN

By _____
Amy Z. Anderson, Council Chair

ATTEST:

Teresa Harris, City Recorder

[SEAL]

EXHIBIT VII
FORM OF NOTICE OF WITHDRAWAL

[Date]

Utah Associated Municipal Power Systems
155 North 400 West, Suite 480
Salt Lake City, Utah 84103
Attention: General Manager
 General Counsel

Re: Carbon Free Power Project Power Sales Contract

[Ladies and] Gentlemen,

Pursuant to Section 204 of the above-referenced Power Sales Contract (the "*Power Sales Contract*"), [name of Participant] (the "*Participant*") hereby gives notice of its election to withdraw from the Project.

The Participant hereby acknowledges and agrees that:

1. This Notice of Withdrawal shall be effective at and as of the end of the last day of the current phase of the Licensing Period.
2. By delivering this Notice of Withdrawal, the Participant waives its right to receive any reimbursement for Development Costs previously paid by it, except as otherwise provided in the Power Sales Contract.
3. The Participant shall remain responsible for the payment of an amount equal to its Development Cost Share of all Development Costs incurred, including its Development Cost Share of the amounts necessary to repay all Bonds issued and outstanding, in each case up to the effective date of the Participant's withdrawal from the Project.
4. The Participant that shall, within twelve months of the effective date of its withdrawal, repay the amounts described in paragraph 3 above together with any interest expense on such amounts and any other charges incurred by UAMPS under the Financing Documents.
5. From and after the effective date of its withdrawal (a) the Participant's Entitlement Share shall be terminated, (b) the Participant's Representative shall have no right to participate in or vote at meetings of the Project Management Committee or meetings of the Board with respect to the Project, and (iii) this Contract will remain in effect only with respect to the Participant's repayment obligations described in paragraph 4 above.

6. The Participant shall have no responsibility for the payment of Development Costs incurred or Bonds issued after the effective date of its with Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

[NAME OF PARTICIPANT]

By _____

Authorized Officer