

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

Dear Gentlemen:

Pursuant to Section 204 of the above-referenced Power Sales Contract (the "*Power Sales Contract*"), Lehi City (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 as of November 30, 2019.
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 withdrawal.

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

LEHI CITY

By _____
Authorized Officer

FORM OF NOTICE OF REDUCTION

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

Dear Gentlemen:

Pursuant to Section 301(d) of the above-referenced Power Sales Contract (the "*Power Sales Contract*"), Lehi City (the "*Participant*") hereby gives notice of its election to reduce its Entitlement Share from 15,000 kilowatts (the "*Original Entitlement Share*") to _____ (the "*Reduced Entitlement Share*").

The Participant hereby acknowledges and agrees that:

1. This Notice of Reduction shall be as of November 30, 2019.
2. 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 based in its Original Entitlement Share and up to the effective date of the Participant's withdrawal from the Project.
3. From and after the effective date of this Notice of Reduction, the Participant's Reduced Entitlement Share shall apply for all purposes of the Power Sales Contract, including the calculation of the Participant's Development Cost Share.

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

LEHI CITY

By _____
Authorized Officer

**FORM OF NOTICE OF WITHDRAWAL
JUMP ALLOCATION**

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

Dear Gentlemen:

Pursuant to Section 204 of the above-referenced Power Sales Contract (the "*Power Sales Contract*"), Lehi City (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 as of November 30, 2019.
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 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 withdrawal.

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

LEHI CITY

By _____
Authorized Officer

**FORM OF NOTICE OF REDUCTION
JUMP ALLOCATION**

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

Dear Gentlemen:

Pursuant to Section 301(d) of the above-referenced Power Sales Contract (the "*Power Sales Contract*"), Lehi City (the "*Participant*") hereby gives notice of its election to reduce its JUMP Entitlement Share from 5,974 kilowatts (the "*Original JUMP Entitlement Share*") to _____ (the "*Reduced JUMP Entitlement Share*").

The Participant hereby acknowledges and agrees that:

1. This Notice of Reduction shall be as of November 30, 2019.
2. 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 based in its Original JUMP Entitlement Share and up to the effective date of the Participant's withdrawal from the Project.
3. From and after the effective date of this Notice of Reduction, the Participant's Reduced JUMP Entitlement Share shall apply for all purposes of the Power Sales Contract, including the calculation of the Participant's Development Cost Share.

Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Power Sales Contract.

LEHI CITY

By _____
Authorized Officer